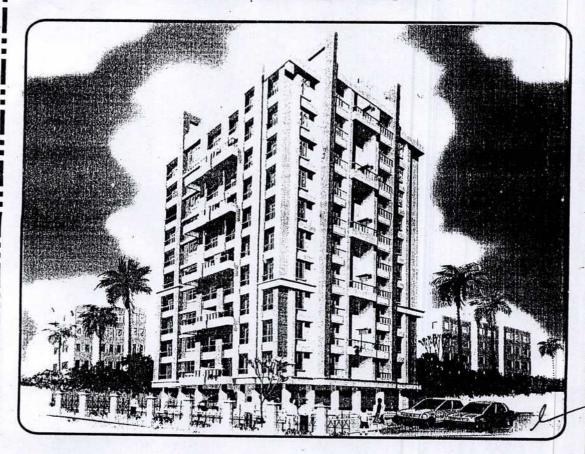


# PRACATI RESIDENCY

**CO-OP. HOUSING SOCIETY (Proposed)** 



## AGREEMENT FOR SALE

BETWEEN

## M/s. PRAGATI ENTERPRISES

1/C, Ground Floor, Sindhusagar Building, M. P. Road, Dombivli (East) 421 202.

> AND PURCHASER

3901/13

Mr. 1 Mrs. Subarna Rosesa Rahe

Flat No. 903 Floor 910 Wing —

72/3901 पावती Thursday, September 19 ,2013 4:32 PM

Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M

पावती क्रं.: 3928

- दिनांक: 19/09/2013

गावाचे नावः नवागाव

दस्तऐवजाचा अनुक्रमांकः कलन3-3901-2013

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नावः राजेश बळीराम राणे

नोंदणी फी दस्त हाताळणी फी पृष्ठांची संख्या: 54

₹. 30000.00

₹. 1080.00

एक्ण:

₹. 31080.00

आपणास मूळ दस्त ,थंबनेल प्रिंट व सीडी अंदाजे 4:48 कि हया वेळेस मिळेल.

बाजार मुल्यः रु.3642000 /-

मोबदला: रु.4200000/-

भरलेले मुद्रांक शुल्क : ₹. 252000/-

1) देयकाचा प्रकार: By Demand Draft रक्कम: रु.30000/-डीडी/धनादेश/पे ऑर्डर क्रमांकः 027891 दिनांकः 19/09/201,3 बँकेचे नाव व पत्ताः Central Bank of India Doom by vlu

2) देयकाचा प्रकारः By Cash रक्कमः रु 1080/-मुळ दस्तऐवज परत निळाला.

क्षकाराची सही

figure:

सह. दुय्यम जिबंधक कल्याण-३.

19/09/2013

सूची क्र.2

दुय्यम निबंधक : सह द्.नि.

कल्याण 3

दस्त क्रमांक : 3901/2013

नोदंणी : Regn:63m

गावाचे नाव: 1) नवागाव

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

4200000

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे) 3642000

(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)

1) पालिकेचे नाव:कल्याण-डोंबिवलीइतर वर्णन :मौजे-नवागाव, जुना स.नं.२२९, नवीन स.नं.४, हि.नं.६ (१), सदनिका नं.९०३, प्रगती रेसिडेन्सी, नववा मजला, क्षेत्र-६१२ चौ.फ्ट+२८ चौ.फ्ट टेरेस=६४० चौ.फ्ट (५९.४६ चौ.मी.)( ( Survey Number : OLD 229, NEW 4 ; HISSA NUMBER : 6 (1) ; ) )

(5) क्षेत्रफळ

- (6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.
- (7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.
- 1): नाव:-प्रगती एंटरप्रायजेस तर्फ भागीदार दीपक शांताराम मोरे वय:-42; पत्ता:-प्लॉट नं: सी/१, माळा नं: तळ मजला, इमारतीचे नाव: सिंधुसागर, ब्लॉक नं: -, रोड नं: महात्मा फुले रोड, , . पिन कोड:-421202 पॅन नं:-AABFP8989N
- (8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता
- 1): नाव:-राजेश बळीराम राणे वय:-42; पत्ता:-प्लॉट नं: रूम नं.बी/३०१, माळा नं: -, इमारतीचे नाव: शंकर अपार्टमेंट, ब्लॉक नं: गणेश नगर, रोड नं: शिवाजी पथ, , . पिन कोड:-421202 पॅन नं:-ADRPR4397R

(9) दस्तऐवज करुन दिल्याचा दिनांक

19/09/2013

(10)दस्त नोंदणी केल्याचा दिनांक

19/09/2013

(11)अनुक्रमांक,खंड व पृष्ठ

3901/2013

(12)बाजारभावाप्रमाणे मुद्रांक

252000

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(13)बाजारभावाप्रमाणे नोंदणी

30000

शुल्क

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- : (i) within the limits of any Municipal Corporation or any Cantonment

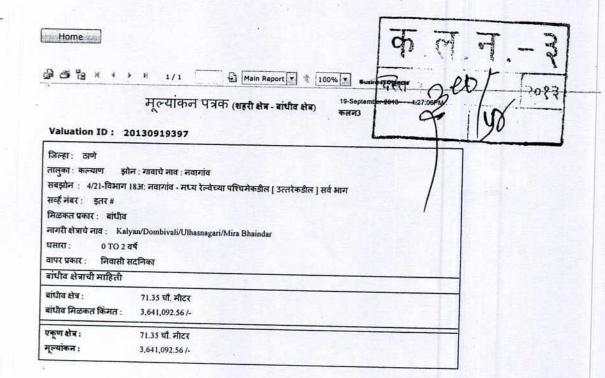
area annexed to it.



सह दुख्यम निबंधक कल्याण-३ 19 SEP 2013

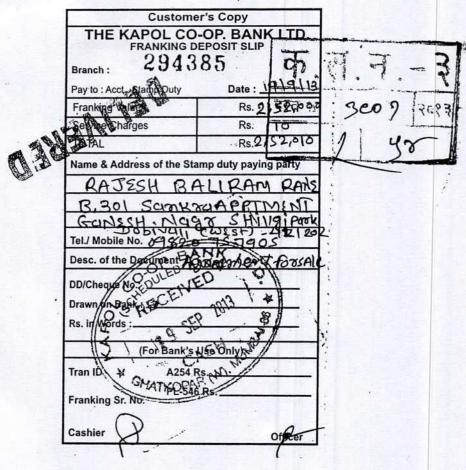


### Pre-Registration summary(नोंदणी पूर्व गोषवारा )



सह दुय्यम निबंधक कल्याण-३





#### AGREEMENT FOR SALE

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Bylor Bars.



200 to the two zero zero 11:43

Rs.0252000/- PB5500

A STAMP DUTY MAHARASHTRA

For THE KAPOL CO-OR BANK dispoper Branch Ladkort
Wadi, Ghatkoper (W):Mumt

Mr/Mrs. Raies 4. Bahiyam Rahe

Aged .4.2... years, Occupation: Sexulation and Mr/Mrs3

Suvarya Raies 4. Rahe

Aged .3.6... years, Occupation: Sexulation residing at B.1301. Sqaykay Apartment Gahes 4.

Nasar Shivaji Part Dombiv (i Cust)

Pig. - 421202 regions and include all

his/her/their heirs, attorneys, executors and unless repugnant and contrary

to the context in which used) of the OTHER PART.

AND

WHEREAS

- A. Hereinafter collectiquely and jointly referred to as the Builders are seized and possessed of and sufficiently entitled to following immovable properties mention herein under with the Common City Survey No:5842 to 5865, Old Survey No: 229, New Survey No: 4, Hissa No: 6 Part, admeasuring 1181.30 Sq.Mtrs. The Developer Builder purchased the said land from the landlord vide Conveyance Deed dated 24.05.2012 Registered No: 3958/2012 before the Sub-Registration Office Kalyan, District Thane and more particularly described in the Schedule written hereunder.
- B. Common N.A. Order issued by the Collector Thane vide REV/TK-7 SR-1644 dated 08.05.1972.

The said properties has been permitted to covert Agricultural to Non-Agricultural use a copy of which is annexed hereto and marked as Annexure - II.

C. After the all legal compliance the Promoter submitted the building plans before the Town Planning Authority of Kalyan Dombivli Municipal Corporation and get sanction the plan from the Kalyan Dombivli Municipal Corporation under permission No:KDMC/NRV/BP/DOM-378-65 dated 01.12.2011 the copy of the said permission annexed hereinafter and marked Annexure - III and I.O.D. No: KDMC/NRV/BP/DOM-30/2011 Dated 23:08:8011.

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- D. The Promoter after having all compliances with the concerned offices with all the requirements, have proposed to construct the residential building on the said properties as per the sanctioned plant, 3000 2000
- E. Under these circumstances the Promoters have commenced the development of the said property by constructing residential buildings with permitted shops as per plan duly approved and sanctioned by the Corporation, (herein after referred to as a said building).
- F. The Promoters have entered into a standard agreement with the Architects registered with the council of Architects and such Agreement is as per the agreement prescribed by the council of Architects. The Promoters have further appointed structural Engineers for the preparation of the structural designs and drawings of the Building and the Promoters accept the professional supervision of the Architects and structural Engineers till the completion of the Building.
- G. Prior to the execution of this Agreement the flat purchaser has demanded from the Promoters and the Promoters have given inspection to the flat purchaser of all the documents of title relating to the said land, ULC & NA orders, the Development agreement with the owners, the plans, structural designs drawings and specification prepared by the Architects & Engineers of the Promoters and such other documents, deeds and papers as are specified and required under the Maharashtra Ownership Flats (Regulation of Construction, Sale, Management, and Transfer) Act of 1963 herein after referred to as the Act and its rule A of the Maharashtra Ownership Flat Rules 1964 (herein after referred to as the said Rules).
- H. The copy of certificates of title issued by the Advocates Mr. M.L. Mhatre and the copies of 7/12 extracts and the property cards showing the nature of the title of the owners to the said property on which the flats are to be Constructed as per the sanctioned plans and specification of the flat agreed to be purchased by the flat Purchaser/s here in are attached hereto and marked Annexure IV, V, VI respectively.



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I. The Promoters alone have the sole and exclusive rights to sell the flat tenements in the said building to be constructed by the Promoters on the said property and to enter into agreements with the purchasers of the flat? I tenements etc and to receive the sale price in respect there of in their own name.

M. The Flat purchaser herein has applied to the Promoters for the allotment of a flat bearing provisional Flat No. 2.2.3. on the ......floor in building **PRAGATI RESIDENCY CO-OPERATIVE HOUSING SOCIETY (Proposed)** under construction on the said property. The flat applied for is herein after referred to as the said flat.

N. As required under the provisions of Maharashtra Co.Op.Societies Act 1960 and the Urban Land (Ceiling and Reputation) Act 1976 prior to making the said application the flat purchaser has made declaration to the effect that neither the flat purchaser not the members if his/her family (Family being as defined under the Urban Land Ceiling & Regulation) Act 1976 own a tenement, home or building with in the limits of the competent authorities (Urban Conglomeration).

- O. Relying upon the said declaration and the application mentioned above the Promoters has agreed to sale to the flat purchaser the Flat at the price and on the terms & conditions hereinafter appearing.
- Prior to the execution of these presents the flat purchaser has paid to the Promoters a sum of Rs. 2,40,000/7- (Rupees. 2,344. Lower forty thousand to only) being part payment of the sale price of the flat agreed to be sold by the Promoters to the flat purchaser as advance payment (The payment and receipt where of the Promoters doth hereby admit and acknowledge).







Q. Under section 4 of the said Act the Promoters are required to execute written agreement for the sale of the said flat to the first purchaser which bearing in fact these presents and the same is required and necessary to register these presents under the registration act.

NOW this Agreement withnesseth and it is hereby agreed by & between the parties hereto as follows:

- 2. The Promoters shall be entitled to make such changes, additions, alterations variations and modifications therein including the said layout as may be desired by the Promoters and/or required by the said Corporation and/or any Other Authority concerned in accordance with the provision of Section 7 of the said Act and Flat Purchaser/s hereby gives irrevocable consent to the same. Provided however that the Promoters shall have to obtain specific consent in writing from the Flat Purchaser in respect of such variations and modifications, which may, in the opinion of the Architects/R.C.C. Consultants of the Promoters, adversely affect the flat agreed to be purchased by the Flat Purchaser/s.

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- 3. The Purchaser/s hereby expressly consents to the Promoters constructing any additional upper floors to the proposed building or extend the proposed building by horizontal extensions basement, stilt if any as if this said variations and modification has been incorporated in the already sanctioned plan and agrees not to object or raise any dispute or contentions whatsoever in future to the construction of additional floors and shall not be entitled to ask for any reduction in the consideration agreed to be paid by the flat purchaser/s or claim any compensation or damages on any count whatsoever.
- 4. The flat purchaser/s is/are aware that the Promoters at present are constructing only the said building and the Promoters may at their sole discretion get sanctioned additional FSI in the form of floating FSI popularly known as TDR and develop any further land which may be contiguous or fall in the common lay out of the area and utilize the same for residential, commercial or for any other purposes as may be permissible under the rules of the corporation or the concerned local authority to which the flat purchaser/s unconditionally and irrevocably gives his/her/their consent herein as regards access to these sites both during the period of development of such areas and also there after at all times.
- 5. The flat purchaser/s has/have, prior to execution of these presents inspected the site and satisfied himself/herself/themself about the commencement of the construction and has also further verified and satisfied himself/herself/themself about the title of the Promoters to the said property and shall not be entitled to further investigate the title of the owners and Promoters and no further requisitions or objection shall be raised on any matter relating to the title by the flat purchaser/s.

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The Flat purchaser/s hereby agrees to purchase from the Promoter and the Promoters hereby agree sell to the flat prchaser the flat bear ing provisional Flat No: ... 9.0.3.... admeasuring (Carpet-up area) (which is inclusive the area of the Balcor Bed, Open Terrace) on the ...9.19. floor ..... of the said building known as Pragati Residency now under construction and more particularly described written and shown in the floor plan thereof here to annexed. for a total lump sum consideration of Rs 42,00,000/- /- (Rupees Forty +600 Laky 0414 - - - - only) The flat Purchaser/s has/have paid to he Promoters on or before the execution of this agreement a sum of Rs. 8,40,000/-(Rs. 8,344. Laky forty thousand only - - - Only) as mentioned in above and agrees to pay the balance of the purchase price of Rs 33,60,000t (Rupees Thirty Haree Caky Sixty thoysand -- only) in the following manner.

#### PAYMENT SCHEDULE

- (a) 15% of the total price at the time of execution of thi agreement
- (b) 10% of the total sale price at the time of completion of plinth work of the said building.
- (c) 05% of the total sale price at the time of completion of First Slab
- (d) 05% of the total sale price at the time of completion of Second Slab
- (e) 05% of the total sale price at the time of completion of Third Slab
- (f) 05%' of the total sale price at the time of completion of Fourth Slab

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(g)	05%`	of the total sale price at the time of completion of
(h)	05%`	of the total sale price at the time of completion of Sixth Slab
(i)	05%`	of the total sale price at the time of completion of Seventh Slab
(j)	05%`	of the total sale price at the time of completion of Eighth Slab
(k)	05%`	of the total sale price at the time of completion of Nineth Slab
(1)	05%`	of the total sale price at the time of completion of
(m)	05%`	of the total sale price at the time of completion of Eleventh Slab
(n)	08%`	of the total sale price at the time of completion of Brick Work.
(0)	07%`	of the total sale price at the time of completion of Plaster
(f)	05%	of the total sale price at the time of possession of the flat.
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It is hereby expressly agreed that the time for the payment of each of the above installment of the consideration amount, deposit, charges, interest etc, shall be the essence of the contracts. The Flat purchaser/s shall ensure that all above respective payments shall be made within 7 days of the Promoters sending a notice to the flat purchaser calling upon him to make payment of the same. Such notice is to be sent under certificate of posting or hand delivered at the address mentioned

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hereinafter by the flat purchaser/s and posting of delivery of the notice by hand will be sufficient discharge to the Promoters.

is contained in any other clause of this agreement interest @ 18% p.a. on all the amount which become due and payable by the flat purchaser/s to the Promoters under the terms of this agreement from the date the said amount is payable by the flat purchaser/s to the Promoters till the date of actual payment.

9. On the flat purchaser/s committing default in payment on the Due date of any amount due and payable by the flat purchaser/s to the Promoters under this agreement (including his proportionate share of taxes / cess / charges levies etc. levied by the concerned local authority / govt./semi govt authority and other outgoing such as deposits, charges etc, and interest there on and / or ) the flat purchasers committing of any default or breach of any of the terms and condition here in contained the Promoters shall be entitled to at their own option to terminate this agreement in which event the amount already paid till date shall become refundable to the flat purchaser without interest thereon.

Provided however that this power of termination shall not be invoked or exercised by the Promoters unless and until they have given to the flat purchaser a clear 15 days prior notice in writing of their intention to terminate this agreement mentioning clearly the alleged breach or breaches of the terms & conditions in respect of which's it is intended to terminate the agreement and shall grant an opportunity to the flat purchaser/s toy rectify or remedy the said breach or breaches as the case may be.

Upon and only if the flat purchaser/s fails or neglects to rectify or remedy the price and terms as the Promoters may in their discretion think fit. On termination and refund of the amount paid till then by the flat

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purchaser, the Flat Purchaser shall not have any further claims on the Promoters in the form of interest, damages, appreciation profits or any other demands of whatsoever nature.

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- THE PROMOTERS hereby agree to observe perform and 10. all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the said Corporation or such other authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the flat to the Purchaser, obtain from the said Corporation or concerned Authority Occupation and/ or completion Certificate in respect of the said Flat and or the said building.
- The Promoters hereby declare that the floor space index available in respect of the said property is as shown in the approved plan only and that no part of the FSI has been utilized by the Promoters elsewhere for any purpose whatsoever. In case any part of the said FSI is utilized elsewhere then the Promoters shall furnish to the flat purchaser all the particulars in respect of such utilization of the said FSI by the Promoters. In case while developing the said property the Promoters have utilized FSI in respect of any other property by way of floating FSI and/ or what is popularly known as TDR then the residual F.A.R. (F.S.I.) in such land or the layout or property not consumed will be available to the Promoters till the conveyance of the land in favour of the society to be formed by all the flat purchasers.
- 12. The Promoters have clearly explained and Flat Purchaser has understood and agrees that irrespective of the constructed area of the total buildings, the land area that will be finally conveyed to the Co.Op.Society of all the Flat purchasers in the said building/s will be as in the approved plan and the difference between the land area and constructed area is due to the consumption of T.D.R. which is allowed to be consumed and constructed on the available land area. Accordingly the flat purchaser undertakes individually as well as jointly with all the other flat purchasers to abide by this covenant and further

undertakes not to raise any dispute or claim in this regard with the Promoters or the Land Owners at any future time and agrees incorporate such similar covenant to this society as and when formed.

- 13. The flat purchaser hereby agrees and undertakes, along with other Purchasers of the flat in the said building to become a member of the co-operative society to be formed and known by such name as the Flat Purchaser along with other purchasers may decide and for this purpose from time to time, sign execute the application for registration and membership and all the necessary papers and documents required for the purpose of formation and/or registration of the said Co-op. Housing society and for becoming a member thereof under the bye-laws of the proposed society and duly fill-in sign and return to the Promoters within 7 days of the same being forwarded by the Promoters to the Purchasers so as to enable the Promoters to register the Organization of the Purchaser of the flats in the said building under section (10) of the said Act and the said Rules and shall become & continue to be a member of the said society. No objection shall be taken by the Flat Purchaser if any changes or modifications are made in the draft, bylaws of the Memorandum and/or Articles of Association as may be required by the registrar of Companies, Co-op. Societies as the case may be or by any other Competent Authority.
- On receipt of Occupation and Building Certificate for all the buildings constructed on the said property and after the formation of and registration of the said Co-Op. Society of all the flat Purchasers and after the Promoters have received the entire consideration amount together with all the deposits, charges and other amounts as per the agreements entered into with each of the Flat Purchasers, the Flat Purchaser/s shall arrange for the execution of the Conveyance in respect of the said property together with the buildings in favour of the said Co-op Society of the Flat Purchasers as early as possible of one year. Such

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Conveyance Deed shall be prepared by the Advocates of the Purchaser/s and stamp duty and Registration Fee and all other; expenses of the conveyance deed shall be born and paid by the Purchaser/s alone.

- 15. That the flat purchaser is aware and agrees individually and also jointly with all the other flat purchasers and expressly covenants that the land area that will be conveyed to the proposed society of all the flat purchasers as and when formed and registered, will be conveyed will be as per the sanctioned plan as amended and approved by the Kalyan Dombivli Municipal Corporation from time to time till the date of conveyance. Any balance of FSI or TDR as the case may which had remained to be consumed though permissible to the Promoters for the construction of the said building shall be the property of the Promotor and shall neither be included in the conveyance by the owners nor shall the flat purchasers claim any rights interest or ownership over the said unutilized or balance FSI or TDR which shall revert to Promotor for them to utilize the same in such manner as they may deem fit & proper in their wisdom.
- It is agreed that the Promoters would be entitled to utilize the entire Floor Space Index and Transfer of Development Rights available in respect of the said property, by making additions, alterations or putting up any additional structures as may be approved by the corporation or the Government of Maharashtra prior to and even after registration of the Co-op. Society of purchasers if flats and/or shops in the said building/s and such additions, structures, floors, extensions and/or separate building shall be the property of the Promoters and they alone shall be entitled to dispose off, deals with and/or use the same in any manner as they may deem fit. It is however agreed by the

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Promoters that they will not construct such additional structures or extensions so as to adversely affect the flat of the purchasers. The flat purchaser hereby gives his irrevocable consent to such construction or additions.

- 17. In the event of any portion of the said property is acquired or notified for set back either by Government or Corporation prior to transfer and conveyance of the said property to Co-op. society's of the purchasers of flat, the Promoters alone shall be entitled to receive all the benefits in respect of the said property including the Floor Space Index in respect of any adjoining or neighboring property and also Transfer of Development Rights that can be used on any other properties. Such benefits will be sole property of the Promoters who alone are entitled to dispose off the same and the Purchaser hereby irrevocably consents to the same.
- 18. The Promoters hereby agree that before handing over possession of the flat to the purchaser and/or before execution of Deed of Conveyance or any other. Document of Transfer of the said property and/or of the said building in favour of the Co-operative Society of Flat purchasers, the Promoters shall make full and true disclosure about the nature of their title to the said property as well as encumbrances, if any, including any rights, interest or claim of any party in or over the said property and shall ensure that the said property is free from all encumbrances and that the Promoters have absolute clear and marketable title to the said property so as to enable them to convey the same to the Co. operative Society of the Purchasers/s.
- 19. The fixtures, fittings and amenities to be provided by the Promoters in the said building and the flat are those that are set out and more particularly described in Annexure VII hereto.

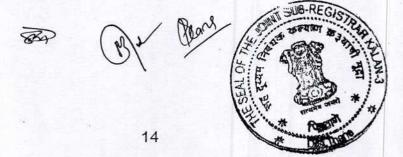




It is agreed that the Promoters shall give possession of the above said flat to the purchaser on or before .3!! the purchaser has paid to the Promoters the entire agreed amount of consideration and has made all the payments of dues and deposits and has performed his/her part of the present Agreement and nothing further remains to be done on his/her part if the Promoters fails or neglects to give possession of the flat by the date specified or on any further date or dates agreed to by the parties, the Promoters shall be liable on demand (but without prejudice to any other remedies to which's they may be entitled to shall be liable to refund to the purchaser the amounts already received by Promoters in respect of the said flat with simple interest at a rate of nine percent per annum thereon from the date on which the Promoters received the sums till the date the amount and interest thereof is refunded and the amount so payable shall be a charge on the land in which's the flat is or was to be constructed to the extent of the amount so due, but subject to any other prior encumbrances. It is agreed that if for want of cement and or any other building material or for any other reason or reasons which is / are beyond the control of the Promoters and in the event of handing over the possession of the said flat is delayed for these reasons then the Purchasers shall not be entitled to hold the Promoters responsible and the Promoters shall be entitled to and the flat purchaser shall allow reasonable extension of time for giving delivery of flat, to the purchaser.

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21. THE PURCHASER shall take the possession of the said flat within 10 days of the Promoters giving written notice to the Purchaser intimating that the said flat is ready for use and occupation.



- 22. THE PURCHASER shall use the flat or any parkthereof or permit the same to be used only for the purpose of residence and not for carrying on any industry or business. The Purchaser shall use the garage or parking space if allotted to him only for purpose of keeping or parking the Purchaser's own vehicle. The other flat purchaser/s shall not have any right, title and interest in the said garage and / or parking place etc.
- 23. Commencing a week after notice in writing is given by the developers to the Purchaser that the said flat are ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the said land and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges and other charges for common lights, repairs and salaries of clerks, bills collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building. Until the society is formed and the said land and building is transferred to it,. The Purchaser shall pay to the PROMOTERS such proportionate shares of outgoings as may be determined by the Promoters. The Purchasers shall pay to the PROMOTERS such proportionate shares of outgoings as may be determined by the PROMOTERS. The Purchaser further agrees that till the Purchaser's share is so determined the purchaser shall pay the provisional monthly contribution of Rs. 850/- for the two-room kitchen and Rs. 1150/- for three room kitchens and Rs.1450/- for four room kitchans per month towards outgoings from the date of notice as aforesaid. The amount shall be paid by the date indicated in the notice as aforesaid. The amount paid by the Purchaser to the Promoters / Builders until a conveyance is executed in favour of Co.Op.Society as

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Subject to the provisions of Section 6 of the Maharashtra Co-op Society's Act. On such conveyance being executed the aforesaid deposits (less deductions there from for the actual expenses incurred in various account) shall be paid over by the Promoters/Builders to the Co-op Society. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reasons whatsoever.

- 24. THE PURCHASER/s shall on or before delivery of possession of the said flats (a) deposit with the Promoters an amount Rs. 650/- for share money, application and entrance fees of the society. (b) pay his proportionate shares towards the installation of electric meter, electric meter deposit, electric cable, electric transformer etc. as may be required by the M.S.E.D.C.L. authorities (c) pay his / her proportionate share for the development charges, open land tax, solar charges, water connection cahrges etc. which are / shall be levied by the Kalyan Dombivli Municipal Corporation and the Purchaser herein further agrees and assures to pay his proportionate share for the expenses and / or charges which may be levied by any Competent Authority at any time hereinafter.
- 25. At the time of Registration of conveyance as the case may be the Purchaser shall pay to the Promoters the Purchaser/s share of Stamp Duty and Registration Charges payable, if any, by the said society on the conveyance in favour of the society.
- 26. The Purchaser/s doth hereby covenant with the Promoters as follows:
  - a) THE PURCHASER shall from the date of possession maintain the said flat at his/her/their own costs in a good and tenantable repair and conditions and shall not do or suffer to be done anything in or to the said building or the said that statically anything in or to the said building or the said that statically anything in or to the said building or the said that statically anything in or to the said building or the said that statically anything in or to the said building or the said that statically anything in or to the said building or the said that statically anything in or to the said building or the said that statically anything in or to the said building or the said that statically anything in or to the said building or the said that statically anything in or to the said building or the said that statically anything in or to the said building or the said that statically anything in or to the said building or the said that statically anything in or to the said building or the said building or the said that statically any that statically any the said building or the said building or the said that statically any that statically are said that statically any thad any that statically any that statically any that statically an



antsy passages which's may be against the rules, regulations or bye-laws of any concerned local authority of Government. Nor shall the Purchaser's change alter or make additions in or to the said flat or to the Building or any part thereof. The purchasers shall be responsible for any breach of these provisions.

- b) THE PURCHASER/S shall not store in the fat any goods, which are hazardous, combustible or dangerous in nature or / are so heavy as to damage the construction or structure of the building in which's the flat is situated or storing of which's goods is objected to by the concerned local authority or other authority and shall not carry on cause to be carried heavy packages on upper floors which may or likely to affect or weaken other structure of the buildings in which the flat is situated, including entrance of the building in which's the flat is situated or to the flat itself on account negligence or default of the Purchaser in this behalf, the Purchaser/s shall be liable for the consequences of the breaches.
- c) THE PURCHASER/ hereby undertakes that he shall not raise or keep any pets, animals or birds either in his / her/their house or in the complex premises. If it is noticed at any time prior to the formation of the society of all flat purchaser/s that this undertaking has been breached this agreement shall stand cancelled forthwith and the monies paid by the purchaser shall be refunded by the Developers within a period of 60 days from the said cancellation without interest. The purchaser/s further undertakes to incorporate similar clause in the bye laws of the society at the time of formation and the said society and the same shall be binding at all times on all the members.

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TO THE REAL PROPERTY.

d) THE PURCHASER shall, at his/her/their own

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all internal repairs to the said flat and maintain the flat in the same condition, state and order in which it was delivered by Promoters to the Purchaser and shall not do or suffer to be done anything in or to the building in which the flat is situated or to the flat which's may be against the rules, regulations and bye-laws of the Concerned Local Authority or other public authority. And in that event the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

THE PURCHASER/s further covenants withes the Promoters that he/she/they shall not demolish or cause to be demolished the flat or any part thereof of the building in which's the said flat is situated not will he/she/they at any time make or cause to be made any new construction of whatsoever nature in the said building nor will he/she/they make any additions or alteration of whatsoever nature in or to the said flat or any part thereof without the previous consent and/or permission in writing of the Promoters or the said co-operative society when it comes to be formed. The Purchaser/s shall not permit the closing of verandah or balconies or make any alteration in the elevation and outside colour scheme of the said flat without the previous permission in writing of the Promoters or the co-op society when it comes to be formed. If the building or any part thereof gets demolished and/or damaged on account of any act of God such as earth-quake, flood or any other natural calamity, act of enemy war or other causes beyond the control of

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ing will be fully sustained by the Purchaser/s along with the other Purchase and the Promoters shall not be responsible for such losses and shall not be liable to the purchaser/s for the same.

THE PURCHASER/s hereby covenants to keep walls and partition walls, sewage, drains, pipe and other appurtenances of the said building and the flat in good and tenantable repairs and condition. The purchaser further covenants not to chisel or in nays other manner damage the columns, the beams, the slabs the pardies or the walls and the rest of structure of the buildings and any act or commission in breach of the conditions contained in this clause shall have the effect of putting an end to this Agreement and the Purchaser shall be liable to the Promoters or Co.op Housing Society as the case may be, for damages and if the amount deposited by the Purchaser are found to be inadequate to make good the damages the Promoters shall be entitled to recover their money from the Purchasers to compensate for the damages so caused to the Property of the Promoters in that behalf shall be final and the Purchaser shall not dispute the decision of the Promoters in that regard.

f)

g) THE PURCHASER/S agrees that he/she/they shall use the said flat carefully and as a person of ordinary prudence would use the same and shall not use or permit others to use the said flat for a purpose other than that for which's it is agreed to be sold or nor a purpose which would be immoral, hazardous, dangerous to life and for a purpose which is prohibited by law.

Bhr Block

- thing which may render void or void able any insurance of the said land and the building in which the flat is situated or any part thereof or whereby any increased premium shall become payable in respect o the insurance,
- i) THE PURCHASER/s shall not throw dirt, rubbish, rags garbage's or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the land and the building in which the flat is situated.
- her/their interest in the said land and the buildings or in any part thereof and it is hereby agreed that the Purchaser/s interest in the said land and buildings is impartible and the Promoters shall not be liable to execute any assignment or any other document in respect of the said flat in favour of any person other than the purchasers. The Purchaser/s agrees that till the building consisting of the said flats are transferred and conveyed in the name of Co.op. Housing Society to be formed of all the Flat Purchaser, he/she will only be a license of the Promoters in the said flat.
- k) THE PURCHASER/s shall not let, sub-let sell, transfer, convey, mortgage charge or in any way encumber or deal with or dispose of his/her/their flat, nor will he/she/they underlet or part with his/her/their interest in the flat or the benefit of this Agreement or any part thereof till his/her due of whatsoever nature owing to the Promoters are fully paid and provided and the Purchaser has complied with all the terms and conditions of this Agreement and has obtained prior consent/permission in writing from the Promoters in this regard.

1) Till the conveyance of the said building in which the said flat is situated is executed, the Purchaser shall permitted protecters

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and/or their servants or agents with or without workmen and other at all reasonable time to enter into or upon the said land or building

m) THE PURCHASER/s shall observe and perform all rules and regulations which the society or any incorporated body as the case may be adopt at its inception and from time to time and at all times for protection and maintenance of the said building and the flats therein and for the observance and performance of the building, rules, regulations and bye- laws for the time being of the concerned locals authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the society or limited company as the case may be regarding the occupation and sue of the flat in the building and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- n) THE PURCHASER/s shall pay to the Promoters within 7 days of demand by the Promoters his/her/their share of security deposit, and charge demanded by concerned Local Authority or Govt. for giving water, electricity or any other service connection to the building in which the flat is situated.
- o) THE PURCHASER/s shall aware and accept that the Registration of the Co-op. Housing Society shall be formed and registered after complete construction of all the buildings and after sale of all the flats of the said project.
- p) THE PURCHASER/s shall bear and pay any increase in local taxes, water charges, insurance and such other levies, if any which are imposed by the concerned local authority and for

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Government and / or other public authority on account of change of user of the flat by the Purchases viz for any purpose other than for residential purpose if no permitted.

- q) IT IS expressly agreed that the expenses for the formation and registration of Co-op. Housing Society such as Registration Fees, entrance fees, shares money and all other necessary incidental and sundry expenses hereto and expenses required for transferring the various flats in the name of the individual purchaser shall be borne by each of the Purchasers proportionately.
- r) ALL costs, charges, stamp duty, registration charges and expenses in connection with the preparation and execution of the conveyance in respect of the said building in favour of the said society shall be borne, shared and paid by the Purchaser and all other Flat Purchaser based on the respective floor areas or their respective flats/other spaces and / or by such Co-op. Housing Society as may be determined by the Promoters. The Purchasers shall also deposit with the Promoter such sums, which will be worked out at the prevailing rates being proportionate share of the stamp duty that would be needed for execution of final Deed of Conveyance in favor of Co-op. Housing Society. It is agreed that unless and until the Purchasers of various flats in the building pay the proportionate amount of stamp duty and registration charges, if any the Promoters shall not be obliged to execute or cause to be executed the final Deed of Conveyance in favour of the Co-op. Housing Society.
- In the event of the Co-Operative Society being formed and registered before the sale and disposal by the Promoters of all the Flats in the said building the Power and Authority of the Co-operative Society so formed of the Purchaser and other

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Purchaser of flats shall be subject to the overal control of the Promoters in respect of any other matter concerning the said building, the construction and completion thereof and shall extend to appurtenances there to and in particulars the Promoters shall have absolute authority and control as regard to the unsold flats and disposal thereof regarding which neither the co-operative Society of all the flat purchaser jointly or any of them individually raise any objection or try to impose any restriction or give any directions to the Promoters.

THE PROMOTER/s will also control the management of the building, realization of the outgoings and the disbursement of the payment to be made till the conveyance and the purchaser along with the other flat purchasers and / or Co-op. Society Body will have No Objection to the same till the Deed of Conveyance of the said land and building is executed in favour of the Co-op. Society is contemplated herein.

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THE PROMOTERS / BUILDERS shall be at liberty to sell the units in the said buildings to be built on the said land to the prospective purchasers for the purpose of doing their business such as Hospitals, Coaching Classes, Maternity Homes and for any residential and / or non residential purpose and the purchasers shall not take objections to the likely use of the said flats by the other prospective purchasers.

27. Nothing contained in this Agreement is intended to be nor shall be constructed to be a grant, demise or assignment, in law of the said flat or of the said land or ground / building thereon or any part thereof in favour of the purchasers. The Purchaser shall have no claim save and

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except in respect of the flat hereby agreed to be sold to his / her and all spaces, parking spaces, lobbies, staircases, terraces, recreation spares etc. will remain the property of the Promoters until the said land building is transferred to the society as hereinbefore mentioned on recovering their dues or any extension of time granted by the Promoters to the Purchaser to make any payment that become due, shall not be construed as a waiver by the Promoters of their rights and the same shall not affect or prejudice any other rights of the Promoters under this Agreement.

- The Present Agreement shall be executed in duplicate; the Original 28. and Duplicate Agreement shall be lodged by the Purchaser for its registration with Sub-Registrar of Kalyan as required under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1965. It is agreed that the Purchaser shall lodge the Original of the said Agreement for Registration with the Sub-Registrar at Kalyan at his / her costs (Registration charges Stamp Duty etc.) within the time specified for that purpose under the provisions of the Indian Registration Act and shall immediately inform the Promoters about having lodged by him / her the said Agreement for Registration. The Promoters shall on receiving the said intimation attend the office of the concerned sub-registrar and admit execution thereof. The Purchaser agrees and undertakes to pay the Registration charges, stamp duty and any other expenses, which may arise at the time of the registration of this Agreement.
- 29. All notice to be sent and served and communication to be sent as required by the terms of this Agreement shall be deemed to have been properly served if sent to the Purchaser under certificate of posting / registered A.D. at the above address of the Purchaser given by him / her/their for the purpose of this Agreement.

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- 30. It is also understood and agreed by and between the parties hereto that the terrace flats in the said buildings, if any, shall belong exclusively to the respective Purchasers of the terrace lat and even terrace space are intended for the exclusive use of the respective terrace flat purchaser. The said Terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Promoters.
- 31. Until the execution and registration or the Deed of Apartments / Sale Deed / Conveyance in the name of the Purchaser. The Purchaser herein shall not assign and transfer his / her their rights, benefits and obligations, under this Agreement and in respect of the said premises to any other person without the prior consent in writing by the Promoters / Builders shall be entitled to grant or refuse in his / her / their absolute discretion. The Purchaser shall not part with the possession of the said flat to be acquired to any person in any manner whatsoever, without the prior written consent of the Promoters / Builders.
- If any of the tax is levied by the Government of India, State Govern-32. ment as VAT, Service Tax, Sales Tax and/or any other Tax/s, Kalyan Dombivli Municipal Corporation or any other authority or authorities on the sale of the said premises etc. and / or of the incidents of this transaction then the Purchaser shall be liable to pay the same to the Promoters/Builders as and when it is levied by the Government. The Promoters / Builders shall have absolute right and authority to utilize and / or additional floating F.S.I. on the aforesaid property at and for time hereinafter and they shall get the plans revised / amended from the Kalyan Dombivli Municipal Corporation and the Purchaser herein along with for such revised plans and amalgamation of the aforesaid plot. The flat / shop Purchaser has granted his / her irrevocable consent to the Promoters for a availing of the Transfer of Development Rights / Flat Floor space Index from any other source and utilize the same on the said property in accordance with

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and the Purchaser will not entitled to raise objection for the same.

- 33. (a) The note Buil e entitled to transfer, assign, disp of or line e/she deem proper the said terrace, stilt car parking are as etc. to anybody. The Flat Purchaser along with the other Purchasers of the Flats will not raise any objection of whatsoever nature.
  - (b) The Promoters / Builders shall become the member of the society in respect of its right and benefits concerned above. If the Promoters / Builders transfers, assigns and disposes of such rights and benefits at any time to any body then the assigns / transferee shall become the member of the society and / or the Apartment Owners Association in respect of the said rights and benefits. The first Purchasers will not have any objection to adit in assigns of the east the member/s of the
  - (c) The Purchaser/s agree that they along with the other Purchasers of the Flats will not charge anything from the Promoters / Builders or its nominee or nominees or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for the use of such terrace, compound walls, display of advertisement or hoardings etc. for the purpose mentioned hereinabove.
- 34. The stilt shall always be the property of the Promoters / Builders and the Promoters / Builders ha ull at and authority to enclose the said stilt area of the building jet the permission of the Corporation in this regard and furthe light all the same to any prospective purchaser/s and the purchaser/s herein along with the other purchasers will not take any objection for the same and the purchaser has only right in respect of the flat agreed to the Purchasers by him / her/them

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- 35. The valuation Certificate of "Government Value" if required then extra 3 payment in this regard shall be borne by the Purchaser.
- 36. Electric meter of all the flats will be in the name of Promoters. The purchasers agree and take responsibilities to get his / her named changed in their favour. Promoters shall give No Objection Letter and signature for this purpose wherever necessary.
- 37. It is also understood and agreed by and between the parties hereto that the Purchasers has to pay charges for enclosed balcony area as per the prevailing rules of the Corporation.
- 38. The purchasers hereby covenants with the Promoters to pay amounts liable to be paid by the Purchasers as agreed under this Agreement and to observe and perform the covenants and conditions in this Agreement and to keep the Promoters indemnified against the said payments and observance and performance of the said covenants and conditions except so far as the same ought to be observed by the Promoters.
- 39. It is hereby agreed that the Promoters shall be at liberty to amalgamate and / or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so amalgamated / combined / sanctioned from the Planning Authority and also get registered one Co/operative Housing Society of all the Flat Purchasers in all 'he said building/s and the Purchasers herein shall not, in any manner, object the said right of the Builders / Purchasers in this regard. It is further agreed that in such event (Purchaser of the adjacent land for the purpose of development) the Promoters shall be at liberty and / or entitled to grant a right of way from or through the said land for approach to the adjacent lands that would be acquired with a view to developing them and the Purchaser

herein shall not object the said right of the Promoters Builders, in a manner.

- 40. The Promoters shall build a compound wall on the said land (or the land amalgamated in the aforesaid manner) in accordance with the sanctioned plan if the said Corporation intends to acquire the part or portion of the said land for the purpose of road widening or for any other purpose and in such event the compound wall so constructed is required to be demolished, then the Promoters shall not be liable to construct a new compound wall and the said Purchaser along with other Purchasers in the said building shall be liable and / or responsible to bear and pay the expenses in that behalf.
- 41. It is also agreed and understood that the Promoters will only pay the Municipal Tax for the unsold flats / other units and will not pay any maintenance charges like water, light etc. and the Builders / Promoters can sell the said Flats other units to any prospective buyers and such prospective buyer/s will then become the member of the society.
- 42. Promoters / Builders shall provide water connection for the building as may be sanctioned and permitted by the Corporation.
- 43. The Builders / Promoters may purchase the adjoining plots of the said property and Builders / Promoters may develop the adjoining plot and in that case Builder / Promoters are only liable to construct the outside compound wall of the said property. The Builders / Promoters shall provide one common septic tank, underground tank, bore-well for all the adjoining property. The Purchasers shall have no right to raise any objection / obstacle to amalgamate the said property to the adjoining plots and accordingly gives consent for the same.

This Agreement shall always be subject to the pro 44 MAHARASHTRA FLAT OWNERSHIP ACT and the fulls made there u der.

#### SCHEDULE

#### ANNEXURE 'A'

ALL THAT PIECE or parcel of N.A land hereditaments and premises admeasuring 1181.31 sq. mtrs. Bearing Old S.No.229, Hissa No: 6 Part, New S.No:4, Hissa No: 6 Part, C.T.S.No: 5842 to 5861 situated lying and being in Village - Mangaon, Taluka-Kalyan, District-Thare withing the limits of Kalyan Dombivli Municipal Corporation in the Registration Office Thane, Sub-District Office at Kalyan, bounded as under :-

On or towards East Chalta No. 189 to 193

On or towards West Survey No. 229, H. No. 5

On or towards Sounth Municipal Road

On or towards North Chalta No. 180 to 188



IN WITNESSETH WHEREOF we have set and subset this writing on the day and the year hereinabove mentions

SIGNED, SEALED & DELIVERED.

By the within named

Through its Partners

Shri Deepar S. More

#### WITNESSES:



PROMOTORS / DEVELOPERS

Name Ram/4 Bala Chitywolo 1) 24121ch 2 2119CP

Name Ramashaulcar No Yadav 2)

SIGNED, SEALED & DELIVERED

By the within named PURCHASER

Shri Deepale 5 More

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PURCHASER.

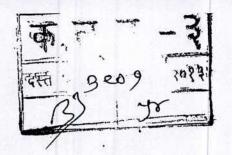
- Name Beliran Parshyran Rahe Aze-69 yrs. 1) B1301 Shaurcor Apartment Complex 54 ivadi Path. Galles 4 Nasar. Dombivlicov)
  42/202
- 2) Name



Namesh Rajavaro stinde me-2245. A1302, Sheunloow Aparament Complex Shivey; Post, Galesh NaDar, Dombitson







#### RECEIPT

RECEIVED from the Purchasers the day and the year abovementioned a sum of Rs. 3.40,000/c/- (Rupees £1941 Leach forthy floured on ly \_\_\_\_\_Only) as a earnest money by Cash / Cheque No.0543.64 dated 19/03/2013 drawn on Camic of Mayayashtya.

WE SAY RECEIVED

For PRAGATI ENTERPRISES

Show

PARTNER

PROMOTER / DEVELOPERS



#### ANNEXURE 'B'

The following are the amenities and fittings, which shall be provided in Agreemen to be allotted to to mants in the building met ned

- 1. Building shall be R.C.C. fra d co: ruction.
- 2. external walls to be 6" thick solid k or mason y walls and internal partition walls to be 4" thick brick masonry with concrete stiffness.
- 3. sand faced cement plaster external with waterproof cement paint neeru finish cement plaster internal with white color wash.
- 4. Tiles Ceramics / Spartex in the entire flat.
- White glazed tiles flooring of W.C. white or any suitable colored tiled 5. will be provided in bathroom upto ceiling level.
- Every kitchen shall be provided Black Grenite with Steel sink and eased 6. cooking platform and space for gas cylinder with Granite and any suitable colour tile up to top on window level.
- 7. R.C.C. loft finished smooth top shall be provided over bathroom.
- 8. Main entrance door and internal doors shall be of Flush Doors with Sunmica.
- 9. Bath & W.C. doors of Aluminium with Backlite sit.
- 10. Powder Coating sliding window shall be provided with glazed shutter and louvers for bath and W.C. windows.
- Underground R.C.C. section tank with pump set to facilitate supply of 11. water to overhead R.C.C. tank shall be provided.
- One down take shall be provided in each kitchen, bath and W.C. for 12. every flat.
- Each flat shall have separate ain switches, meters and fuses, all 13. switches shall be piano type in the
- All electric main be of copper in conditions and concealed type electric 14. wiring will be of copper.
- 3.5 points for living room 2.5 points for Bedroom 2.5 points for kitchen 15. and I point each for Bath & W.C., passage main landing and one bell point at suitable place for each residential flats and she part kitchen and bathroom.

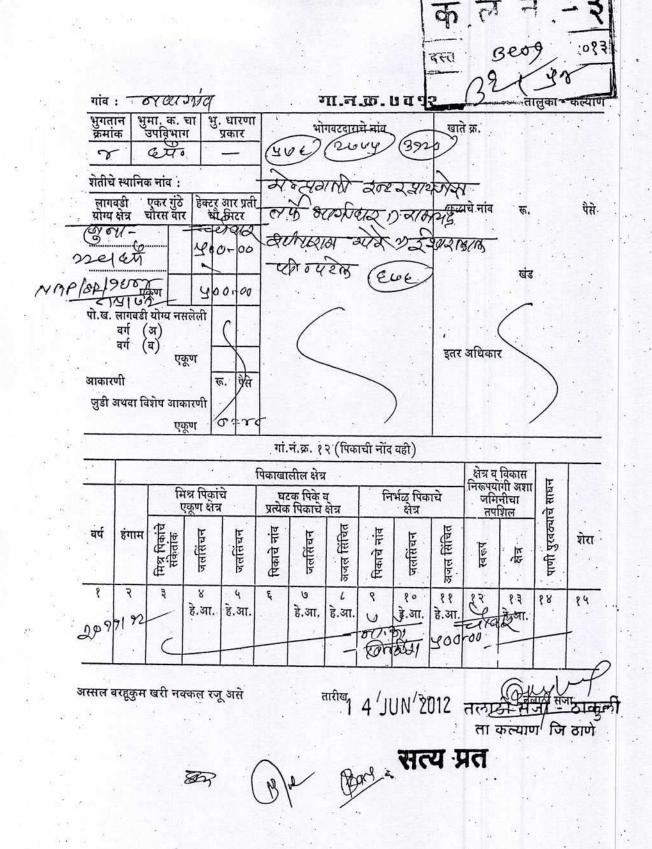


#### GENERAL

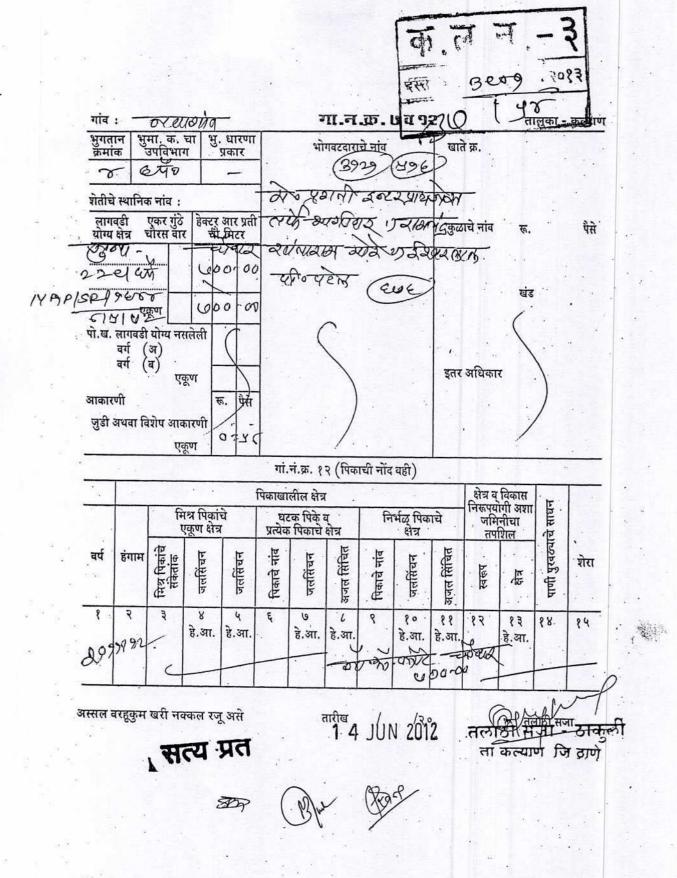
- Separate light and domestic meter with cupboard and separate fuses 1. and main switches shall be provided for electric meters on ground floor.
- Staircase and common passage shall be provided with common light 2. point on each floor.
- 3. R.C.C. staircase and common passage shall be provided with common light point on each floor.

Mr Dag











ADVOCATE

Corespondence. Res:
Omkar, Mhatre Nagar, Behind Green eark Tower, Nandi il Pada, Sagaon, Hanpada Road. Dombivii (E)
Phone.:- (R). 0251- 2452427,

Ref.	No.	

Date. \_\_\_\_

30.06.2012

# TITLE CERTIFICATE

# TO WHOM SOEVER IT MAY CONCERN

M/s. PRAGATI ENTERPRISES, Partnership Firm }
Its Partner

1) Shri. RAMCHANDRA S. MORE

2) Shri. ISHWARLAL P. PATEL

OWNER / BUILDER

#### READ:

- 7/12 Extract issued by Talathi Navagaon that the below mentioned property belongs to the Owner/Builder..
- Mutation Entry No: 3121, 3120, 516, 676, 576, 2775 issued by Talathi Navagaon that the below mentioned property belongs to owner.
- 3. Conveyance Deed executed between Smt. Pushpabai Dewram Sonvane and other through their P.A. Holder Shri. Dilip Gulabrao Saonvane and M/s. Pragati Enterprises registered on 24/05/2012 before the Sub-Registration Office Kalyan and the owner have title of the said property.
- Search report for the period of 30 years i.e. 1983 to 2012 taken from Sub-Registrar Office Kalyan taken by Mrs. Kavita S. Shah, Advocate dated 27/06/2012, vide receipt No. 2946077.

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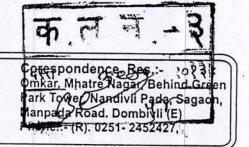
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#### MORESHWAR L. MHATRE B.Com., LL.B.

**ADVOCATE** 



Ref.	No.		

Date. ----

### SCHEDULE OF THE PROPERTY

All that piece or parcel of Non Agricultural land, admeasuring 1200 Sq.Yards. Iying and being situated at Village Navagaon, Old Survey No. 229 Hissa No. 6 Part, New Survey No. 4, Hissa No.6 Part Taluka: Kalyan, Dist. Thane, Registration Office Thane, Sub-Registration Office Kalyan within the limits of Kalyan Dombivli Municipal Corporation, Dombivli Division, Dist. Thane.

On perusal of above mentioned document furnished by owner to me and all relevant document to the title of the said property.

I am opinion that the title of the said property is clear and marketable and without any encumbrance and Builder have right to get sanction building plan from concerned planning authority and construct building thereon as per the sanctioned plan and sell the units built thereon.

Hence this title certificate.

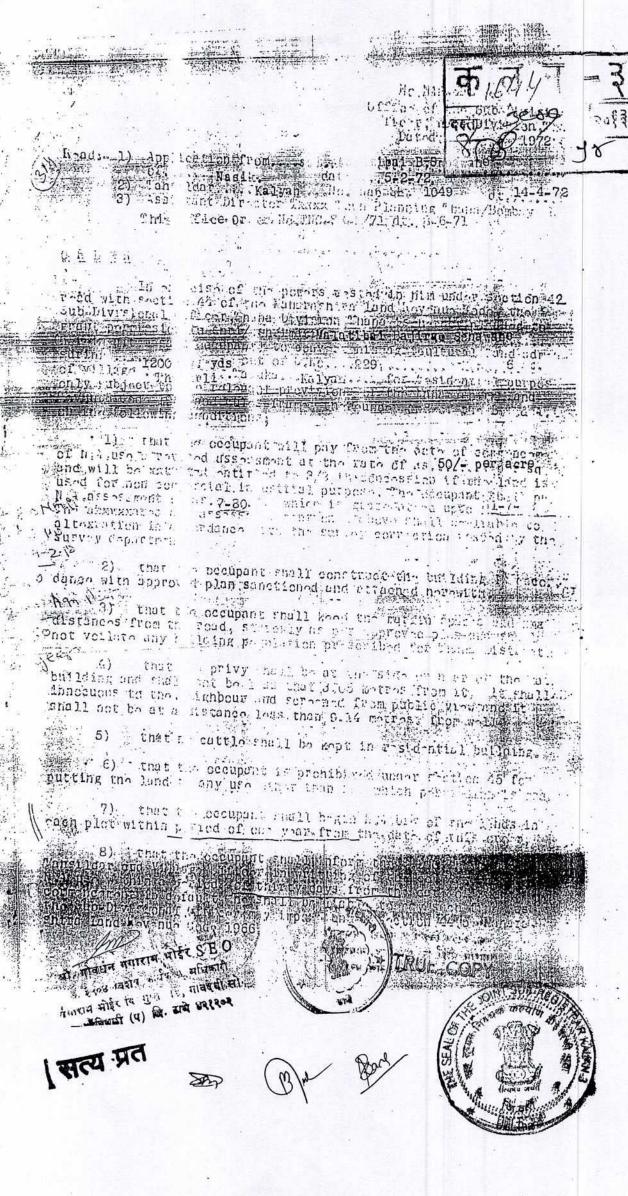
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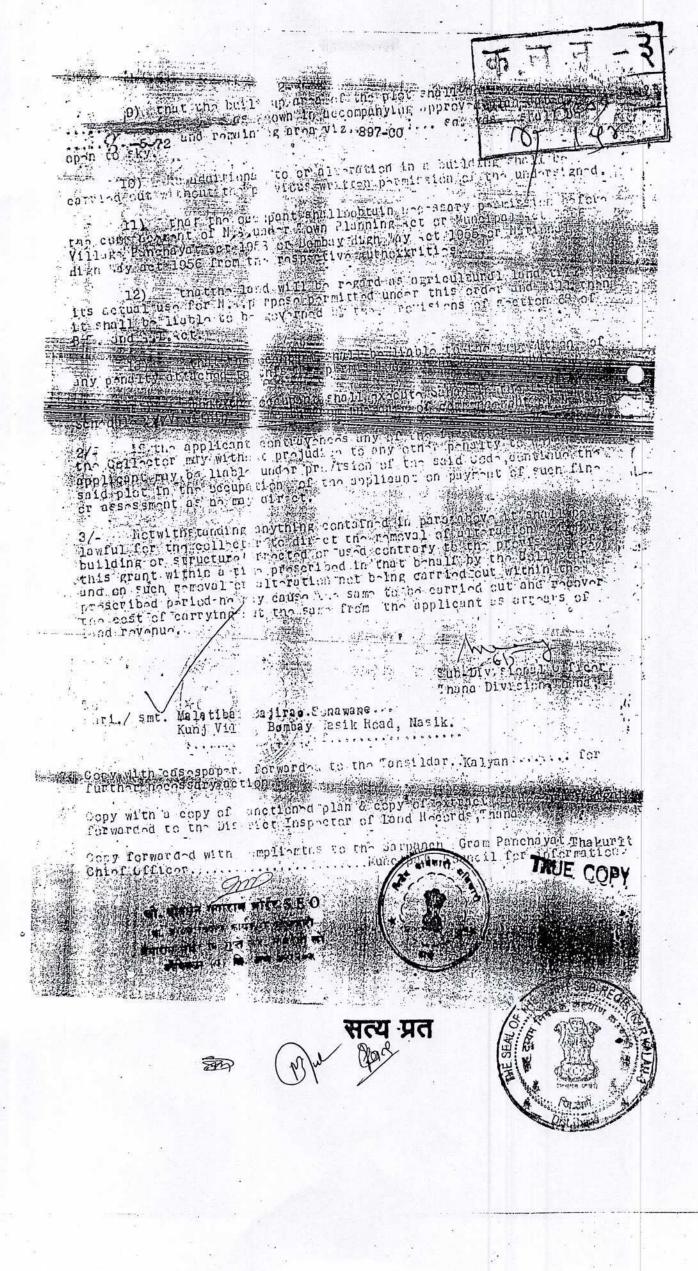
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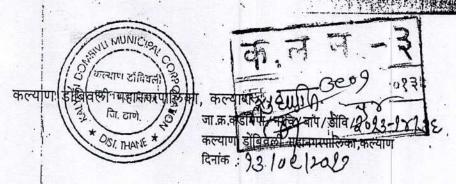
(Mr.MORESHWAR L. MHATRE)
Advocate

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(ह.वि.ह वापरुन सुधारीत बांधकाम मंजुरी)

श्री./श्रीमती :-वसंत गुलाबराव सोनवणे व इतर कुलमुखत्यारपत्रक :--. श्री रामचंद्र शांताराम मोरे व ईतर श्री.राजन विळेकर, डोंबिवली (पु.) वास्तुशिल्पकार:--

> विषय:- स.नं.२२९जुनां,४ नविन, हि.न ६ पैकी,सि.स.नं.५८४२ ते ५८६५ मौजे नवागांव,डोंबिवली (प.) येथे बांधकाम करण्याच्या मंजूरीबाबत.

संदर्भ:- १) आपला दि. २८-०८-२०१३ रोजीचा श्री राजन विळेकर,वास्तु. डोंबिवली (पु.) वास्तुशिल्पकार, यांचे मार्फत सादर केलेला अर्ज

२) बांधकाम मंजुरी आदेशपत्र क्र. कडोंमपा/नरवि/बांप/डोंवि/३७८-६५ दि. १-१२-२०११

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे कलम ४४ तसेच म.प्रा. व न.र. अधिनियम १९६६ चे कलम ४५नुसार स.नं.२२९जुना,४ नविन,हि.न ६पैकी,सि.स.नं.५८४२ ते ५८६५,मौजे—नवागांव,मध्ये.११८१.३०चौ.मी. क्षेत्रापैकी ह.वि.ह व ५०.टक्के भाडेकरुव्याप्त क्षेत्रासहीत,२०४१..४१चौ.मी.चटई क्षेत्राच्या भुखंडाचा विकास करावयास मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९चे कलम २५३ अन्वये बांधकाम करण्यासाठी केलेल्या दिनांक २८-०८-२०१३ च्या अर्जास अनुसरुन पुढील शर्तीस अधिन राहून तुमच्या मालकीच्या जागेत हिरव्या रंगाने दुरुस्ती दाखविल्याप्रमाणे मागील पानावर नमुद केलेप्रमाणे रहिवासी, वाडे-भिंतीच्या इमारतीच्या बांधकामाबाबत, बांधकाम प्रारंभ प्रमाणपत्र देण्यात येत आहे.इमारतीच्या व जागेच्या मालकी हक्कासंदर्भात कुठलाही वाद निर्माण झाल्यास त्याला सर्वस्वी आपण जबाबदार रहाल या अटींवर हे समतीपत्र देण्यात येत आहे.

१) हे बांधकाम प्रारंभ प्रमाणपत्र दिल्याचे तारखेपासून एक वर्षापर्यंत वैध असेल, नंतर पुढील वर्षासाठी मंजूरीपत्राचे नूतनीकरण मुदत संपण्याआधी करणे आवश्यक आहे. नूतनीकरण करताना किंवा नवीन परवानगी घेताना त्यावेळी अंस्तित्वात आलेल्या नियमांच्या व नियोंजित विकास योजने अनुषंगाने छाननी करण्यात येईल.

२) नकाशात हिरव्या रंगाने केलेल्या दुरूस्त्या आपल्यागर बंधनकारक राहतील.

३) बांधकाम चालू करण्यापूर्वी सात दिवस। आधी महापालिका कार्यालयास लेखी कळविण्यात यावे. • व्याण डॉविवली नहानगरपालिक ४) ही परवानगी आपल्या मालकीच्या कब्जातील जमीनीव्यतिरिक्त अन्य जमीनीवर बांधकाम अगर विकास करण्यास हक्क देत

५) इमारतीचे बांधकाम या सोबतच्या मंजूर केलेल्या नकाशाप्रमाणे आणि घालून दिलेल्या अटींप्रमाणे करता येईल.

६) वाडेभिंत व जोत्याचे बांधकाम झाल्यान्तर वास्तुशिल्पकाराचे, मंजूर नकाशाप्रमाणे वाडेभिंतीचे व जोत्याचे बांधकाम केल्याबाबतचे प्रमाणपत्र महानग्रपालिकेस सादर करण्यात यावे, व ते या कार्यालयाकडून तपासून घेऊन "जोना पूर्णत्वाचा दाखला" घेण्यात् यावा व त्यानंतरच पुढील बांधकाम करण्यात यावे.

७) सदर अभिन्यासात कोणत्याही प्रकारचा फ़ेरफार पूर्व परवानगी घेतल्याशिवाय करु नये, तसे केल्याचे आढळून आल्यास सदरचे बांधकाम प्रारंभ प्रमाणपत्र रद्द झाले असे समजण्यात येईल.

८) इमारतीच्या बांधकामाच्या सुरक्षिततेची (स्ट्रक्चरल सेफटी) जवाबदारी सर्वस्वी आपले वास्तुशिल्पकार व स्थापत्य विशारद यांचेवर राहिल.

९) नकाशांत दाखविलेल्या गाळयांच्या संख्येमध्ये व नियोजनामध्ये पूर्वपरवानगीशिवाय बदल करू नये.तसेच प्लॉटच्या हददीत इमारती भोवती मोकळया सोडावयाच्या जागेत बदल करू नये व त्यामध्ये कोणत्याही प्रकारचे बांधकाम करू नये.

१०) नागरी जमीन कमाल मर्यादा अधिनियम १९७६ मधील तरतूदी प्रमाणे जागा बाधित होत असल्यास त्याची सर्वस्वी जबाबदारी आपलेवर राहिल.

११) भूखंडाकडे जाण्या—येण्याच्या मार्गाची जुबाबदारी संपूर्णपणे आपलेकडे राहिल बाधकाम प्रारंभ् रस्त्याप्रमाणे दिले असल्यास त्या रस्त्याचे काम महानगरपालिकेच्या सोयी प्रमाणे व प्राधान्य व तसा रस्ता होईपैर्यंत इमारतीकडे जाणाच्या येणाच्या मार्गाची जबाबदारी सर्वस्वी आपल्

१२) जागेत जूने भाडेकरु असल्यास त्यांच्याबाबत योग्य ती व्यवस्था करावयाची जबाबदारी में सिक्सिसी राजि भाडेकर यामध्ये काही वाद असल्यास किंवा निर्माण झाल्यास त्याचे निराकरण मालकाने किएए

१३) सदर जागेत विहीर असल्यास ती संबंधित विभागाच्या परवानगी शिवाय बुजवू नये.

१४) सदर जागेतून पाण्याचा नैसर्गिक निचरा होत असल्यास तो जलनि सारण विभाग, (क.डों.म.पा.) स्या पुर अथवा बंद कर नये.

१५) सदर प्रकरणी चुकीचो व अपुर्ण माहिती दिली असल्यास सदर बांधकाम प्रारंभ प्रमाणपत्र रहेव स्वीमजण्यात येईल.

१६)बांधकामाचे साहित्य रस्त्यावर टाकावयाचे झाल्यास महापालिकेच्या बांधकाम खात्याची परवासी घेणे उर्वे आवश्यक राहील व त्याकरीता नियमाप्रमाणे लागणारी रक्कम (दंड झाल्यास त्यासह रक्कम परावा लागेल तसेच निरूपयोगी साहित्य महापालिका सांगेल त्याठीकाणी स्वख्निन वाहून टाकणे बंधनवारक परिव

१७) प्रस्तुत भूखंडास पिण्याचे पाणी महानगरपालिकेकडून उपलब्धतेनुसार दिले जाईल व त्यासाठी अबिश्यक ती जलवाहिनी क.डो.म.पा च्या पाणी पुरवठा विभागाकडून दिलेल्या निर्देशानुसारस्वखर्चाने टाकणे आवश्यक राहिल.

१८)सदर जागेत बांधकाम करण्याबाबतचा पूर्वीचा परवाना असेल तर तो या बांधकाम प्रारंश प्रमाणपत्रामुळे रद्द झाला असे समजण्यात यावे.

- १९)गटाराचे व पावसांच्या पाण्याचा निचरा होणेकरिता महानगरपालिकेच्या गटारास्र जोडणेसाठी पक्क्या स्वरुपाची गटारे बांधावीत तसेच बांधकामासाठी नळाचे कनेक्शन मिळणार नाही त्यासाठी संबंधितांनी स्वतःबांधकामासाठीच्या पाण्याची व्यवस्था करावी.
- २०)नकाशात रस्तारूंदीकरणांखाली दर्शविलेली जमीन तसेच अंर्तगत रस्ते, सार्वजनिक रस्त्याचा भाग समजण्यात येईल तसेच भविष्यात रस्ता रूंदीकरणासाठी जागा लागल्यास ती क.डों.म.पा.स विनामूल्य हस्तांतरित करावी लागेल.
- २१)रेखांकन प्रस्तावातील सर्व भूखंड रस्ते, खुल्या जागा, यांची प्रस्तावित नकाशाप्रमाणे जागेवर आखणी ता.नि.भू.अ.यांचे मार्फत करुन घ्यावी व त्यांचेकडील प्रमाणित मोजणी नकाशाची प्रत बांधकाम प्रारंभप्रमाणपत्र दिल्या तारखेपासून एक वर्षाचे आत सादर करावी.
- २२)भूखंडातील विकास योजना रस्ते क.डों.म.पा.च्या सार्व.बांधकाम विभागाच्या निर्देशाप्रमाणे खडीकरण व गटार विकसित करन क.डों.म.पालिकेस विनामुल्य हस्तांतरित करावे.
- २३)भूखंडातील आरक्षित भाग भरणी करून व वाडेभितीचे बांधकाम करून रितसर करारनामा व खरेदीखतासह क.डों.म.पा.स विनामूल्य हस्तांतरित करावे.
- २४)जलनि:सारण विभाग व मलनि:सारण विभाग, अग्निशमन विभाग, पाणी पुरवठा विभाग,उद्यान विभाग,क डो.म.पा. यांचे कडील ना—हरकत दाखला बांधकाम नकाशासह सादर करावा.
- २५)जागेच्या मालकी हक्काबाबत काही वाद असल्यास अथवा निर्माण झाल्यास त्यांचे संपूर्ण निराकरण करण्याची जबाबदारी आपली राहील.
- २६)नकाशात दाखविल्याप्रमाणे बांधकामाचा फक्त राहणेसाठी/वणिज्य/शैक्षणिक/औद्येगिक उपयोग करावा.
- २७)भुखंडाचा पोहोच रस्ता पक्क्या स्वरूपात तयार केल्याखेरीज वापर परवाना मिळणार नाही.
- २८)बाधकाम पूर्णत्वाचा दाखला घेतल्याशिवाय इमारतीचा वापर सुरू करता येणार नाही. बाधकाम पूर्णतेच्या दाखल्यासाठी, वास्तूशिल्पकार व स्थापत्यविशारद यांच्या विहित नमुन्यातील दाखल्यासह रितसर प्रस्ताव सादर करण्यात यावा.
- २९)ओल्या व सुक्या कच-यासाठी स्वतंत्र कचराकुंडयांची व्यवस्था करावी.
- ३०)कल्याण डोंबिवली महानगरपालिकेच्या निर्देशाप्रमाणे इमारतीत सौरउर्जा उपकरणे बसवणे आवश्यक आहे.
- ३१)रेन वॉटर हार्वेस्टिंगबाबत मा.कार्यकारी अभियंता पाणीपुरवठा विभागार्कंडून निर्देश घेऊन त्याप्रमाणे अमलबजावणी करणे आपणांवर बंधनकारक राहील.
- ३२)पाणी पुरवठा उपलब्ध करुन देण्याची जबाबदारी पाणी पुरवठा सुधारणा होईपर्यंत महानगरपालिकेची राहणार नाही
- ३३)आपण सादर केलेल्या हमीपत्रानुसार बांधकाम पुर्णत्वाच्या दाखल्यापुर्वी ९.००मी.हंद रस्त्याने बांधीत क्षेत्राचा महापालीकेच्या नावे नोंद असलेला सुधारीत <u>७/१२</u> उतारा सादर करणे बंधनकारक राहील.
- ३४)वरीलप्रमणे सर्व ना-हरकत दाखल्यानुसार इमारतीचे नकाशात फेरबदल करणे आपणांवर बंधनकारक राहील.

इमारतक.१ तळ मजला + पहीला मजला ते सामा मजला (रहिवास ) इमारत.क.२ स्टिल्ट + पहीला मजला ते दहावा मजला (रहिवास )

इशारा:— मंजूर बांधकाम प्रस्तावाव्यतिरिक्त केलेल्या अनिधकृत फेरबदलांबोबत आपण महाराष्ट्रे प्रादेशिक व नगररचना अधिनियम १९६६ च्या तरतूदी नुसार दखलपात्र गुन्हयास पात्र राहाल.

## सत्य प्रत

- उप आयुक्त अनिधकृत बांधकाम विभाग, क.डो.म.पा.कल्याण.
- २) करनिर्घारक व संकलक क.डो.म.पा.कल्याण.
- ३) विदयुत विभाग,क.डो.म.पा.कल्याण.
- ४) पाणिपूरवठा विभाग,क.डो.म.प्.कल्याण.
- ५) प्रभाग क्षेत्र अधिकारी 'ह' प्रभाग क्षेत्र.







(बांधकाम प्रारंभ प्रमाण पत्र.)

श्री./श्रीमती:-वसंत गुलाबराव सोनवणे व इतर. कुलमुखत्यारपत्रक :—.श्री रामचंद्र शांताराम मोरे वास्तुशिल्पकार:-श्री.राजन विळेकर, डोंबिवली (पु.)

> विषय:— सि.स.नं.५८४२ ते ५८६५,स.नं.२२९ जुना,४ नविन, हि.नं.६ पैकी . मौजे—नवागांव,डोबिवली (प.) येथे बांधकाम करण्याच्या मंजूरीबाबत.

संदर्भ:— १) आपला दि. ८—०६—२०१० रोजीचा श्री.राजन विळेकर, डोंबिवली (पु.) वास्तुशिल्पकार, यांचे भार्फत सादर केलेला अर्ज क्र.१,३८७० २) अंतरिम मंजुरी आदेशपत्र क्र. कडोंमपा/नरिव/बांप/डोंवि/३० दि. २३-०८-२०११

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे कलम ४४ तसेच म.प्रा. व न.र. चे कलम ४५ नुसार सि.स.नं.५८४२ ते ५८६५,स.नं.२२९ जुना,४ नविन, हि.नं.६ पैकी,मौजे—नवागांव,डोबिवली(प.)मध्ये..११८१.००चौ.मी. क्षेत्रावर,भाडेकरु क्षेत्रा.सहीत १६९२.९१ चौ.मी क्षेत्राच्या भुखंडाचा विकास करावयास मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९चे कलम २५३ अन्वये बांधकाम करण्यासाठी केलेल्या दिनांक ८—०६—२०१० च्या अर्जास अनुसरन पुढील शर्तीस अधिन राहून तुमच्या मालकीच्या जागेन हिरव्या रंगाने दुरुस्ती दाखिवल्याप्रमाणे मागील पानावर नमुद केलेप्रमाणे रहिवासी, वाडे-भिंतीच्या इमारतीच्या बांधकामाबाबत, बांधकाम प्रारंभ प्रमाणपत्र देण्यात येत आहे इमारतीच्या व जागेच्या मालकी हक्कासंदर्भात कुठलाही वाद निर्माण झाल्यास त्याला सर्वस्वी आपण जबाबदार रहाल या अटींवर हे संमतीपत्र देण्यात येन आहे.

- १) हे बाधकाम प्रारंभ प्रमाणपत्र दिल्याचे तारखेपासून एक वर्षापर्यंत वैध असेल, नंतर पुढील वर्षासाठी मंजूरीपत्राचे नूतनीकरण मुदत् संपण्याआधी करणे आवश्यक आहे. नूतनीकरण करताना किंवा नवीन परवानगी घेनाना त्यावेळी अस्तित्वात आलेल्या नियमांच्या व नियोजित विकास योजने अनुषंगाने छाननी करण्यात येईल.
- २) नकाशात हिरव्या रंगाने केलेल्या दुरूस्त्या आपल्यावर बंधनकारक राहतील.
- बांधकाम चालू करण्यापूर्वी सात दिवस आधी महापालिका कार्यालयास लेखी कळविण्यात यावे.
- ४) ही परवानगी आपल्या मालकीन्या कब्जातील जमीनीव्यितिरिक्त अन्य जमीनीवर बांधकाम अगर विकास करण्यास हक्क देत
- ५) इमारतीचे बांधकाम या सोबतच्या मंजूर केलेल्या नकाशांप्रमाणे आणि घालून दिलेल्या अटींप्रमाणे करता येईल. ६) वाडेभित व जोत्याचे बाधकाम झाल्यानंतर वास्तुशिल्पकाराचे, मंजूर नकाशाप्रमाणे वाडेभितीचे व जोत्याचे बांधकाम केल्याबाबतचे प्रमाणपत्र महानगरपालिकेस सादर करण्यान यावे, व ते या कार्यालयाकडून तपासून घेऊन "जोता पूर्णत्वाचा दाखला" घेण्यात यावा व त्यानंतरच पुढील बाधकाम करण्यान यांवे.
- ७) सदर अभिन्यासात कोणत्याही प्रकारचा फेरफार पूर्व परवानगी घेतल्याशिवाय करू नये, तसे केल्याचे आढळून आल्यास सदरचे बांधकाम प्रारंभ प्रमाणपत्र स्द्द झाले असे समजण्यात येईल.
- ८) इमारतीन्या बांधकामान्या सुरक्षिततेची (स्ट्रक्चरल सेफटी) जबाबदारी सर्वस्वी आपले वास्तुशिल्पकार व स्थापत्य विशारद यांचेवर राहिल.
- ९) नकाशांत दाखविलेल्या गाळयांच्या संख्येमध्ये व नियोजनामध्ये पूर्वपरवानगीशिवाय बदल करू नये.तसेच प्लॉटच्या हददीत इमारती भोवती मोकळया सोडावयाच्या जागेत बदल करू नये व त्यामध्ये कोणत्याही प्रकारचे बांधकाम करू नये.
- १०) नागरी जमीन कमाल मर्यादा अधिनियम १९७६ मधील नरनृदी प्रमाणे जागा बाधिन होन असल्यास न्याची सर्वस्वी
- ११) भूखंडाकडे जाण्या—येण्याच्या मार्गाची जबाबदारी संपूर्णपणे आपलेकडे राहिल बांधकाम प्रारंभ प्रमाणपत्र नियोजित रस्त्याप्रमाणे दिले असल्यास त्या रस्त्याचे काम महानगरपालिकेन्या सोयी प्रमाणे व प्राधान्याप्रमाणे केले जाईल व तसा. रस्ता होईपर्यंत इमारतीकडे जाणाच्या येणाच्या मार्गाची जबाबदारी सर्वस्वी आपली राहिल

१२) जागेत जूने भाडेकरु असल्यास त्यांच्याबाबन योग्य नी व्यवस्था करावयाची जबाबदारी मालकाची राहिल् भाडेकर यामध्ये काही वाद असल्यास किंवा निर्माण झाल्यास न्याचे निराकरण मालकाने करणे अपू

१३) सदर जागेत विहीर असल्यास ती संबंधित विभागाच्या परवानगी शिवाय युजवू नये.

१४) सदर जागेतून पाण्याचा नैसर्गिक निचरा होत असल्यास तो जलनि:सारण विभाग, (क.डों.म.प अथवा बंद करु नये.







के ते - 3 हस्त 3009 : 15१३ गपर दिद समुज्जातं येईल. ५

१५) सदर प्रकरणी चुकीची व अपुर्ण माहिती दिली असल्यास सदर बांधकाम प्रारंभ प्रमाणपत्र रद्द समुज्ञान येईल.

१६) बांधकामाचे साहित्य रस्त्यावर टाकावयाचे झाल्यास महापालिकेच्या बांधकाम खात्याची परवासारिणे आवश्यक राहील व त्याकरीता नियमाप्रमाणे लागणारी रक्कम (दंड झाल्यास त्यासह रक्कम) भरावी लागेल तसेच निरूपयोगी साहित्य महापालिका सांगेल त्याठीकाणी स्त्रखर्चाने वाहून टाकणे बंधनकारक राहील.

१७) प्रस्तुत भूखंडास पिण्याचे पाणी महानगरपालिकेकडून उपलब्धनेनुसार दिले जाईल व त्यासाठी आवश्यक ती जलवाहिनी क.ड्रों.म.पा च्या पाणी पुरवठा विभागाकडून दिलेल्या निर्देशानुसारस्वखर्चाने टाकणे आवश्यक राहिल.

- १८) सदर जागेत बांधकाम करण्याबावतचा पूर्वीचा परवाना असेल तर तो या बांधकाम प्रारंभ प्रमाणपत्रामुळे रद्द झाला असे समजण्यान यावे.
- १९) गटाराचे व पावसांच्या पाण्याचा निचरा होणेकरिना महानगरपालिकेच्या गटारास जोडणेसाठी पक्क्या स्वरुपाची गटारे बांधावीत तसेच बांधकामासाठी नळाचे कनेक्शन मिळणार नाही त्यासाठी संबंधिनांनी स्वतःबांधकामासाठीच्या पाण्याची व्यवस्था करावी.
- २०) नकाशान रस्तारूंदीकरणाखाली दर्शविलेली जमीन तसेच अंतंगत रस्ते, सार्वजनिक रस्त्याचा भाग समजण्यात येईल नसेन भविष्यान रस्ता हंदीकरणासाठी जागा लागल्यास ती क.डों.म.पा.स विनामूल्य हस्तांतरित करावी लागेल.
- २१) रेखांकन प्रस्तावातील सर्व भूखंड रस्ते, खुल्या जागा, यांची प्रस्तावित नकाशाप्रमाणे जागेवर आखणी ना.नि.भू.अ.यांचे मार्फन करुन प्यावी व त्यांचेकडील प्रमाणित मोजणी नकाशाची प्रन,बांधकाम प्रारंभप्रमाणपत्र दिल्या नारखेपासून एक वर्षाचे आत सादर करावी.
- २२) भूखंडातील विकास योजना रस्ते क.डों.म.पा.च्या सार्व.बाधकाम विभागाच्या निर्देशाप्रमाणे खडीकरण व गटार विकसित करुन क.डों.म.पालिकेस विनामुल्य हस्तांतरित करावे.
- २३) भूखंडातील आरक्षित भाग भरणी करून व वाडेभिनीचे बाधकाम करून रितसर करारनामा व खरेटीखनासह क.डॉ.म.पा.स विनामूल्य हस्तांतरित करावे.
- २४) जलनि:सारण विभाग व मलनि:सारण विभाग, अग्निशमन विभाग, पाणी पुरवठा विभाग,उद्यान विभाग,क.डों.म.पा. यांचे कडील ना—हरकत दाखला बांधकाम नकाशासह सादर करावा.
- २५) जागेच्या मालको हक्काबाबत काही वाद असल्यास अथवा निर्माण झाल्यास त्यांचे संपूर्ण निराकरण करण्याची जबाबदारी आपर्ली राहील.
- २६) वरीलप्रमणे सर्व ना-हरकत दाखल्यांनुसार इमारतीचे नकाशान फेरबदल करणे आपणांवर बंधनकारक राहील.
- २'७) नकाशान दाखविल्याप्रमाणे बांधकामाचा फक्त राहणेसाठी/विणज्य/शैक्षणिक/औद्येगिक 'उपयोग करावा.
- २८) भुखंडाचा पोहोच रस्ता पक्क्या स्वरूपात तयार केल्याखेरीज वापर परवाना मिळणार नाही.
- २९) बांधकाम पूर्णत्वाचा दाखला घेतल्याशिवाय इमारतीचा वापर सुरू करना येणार नाही. बांधकाम पूर्णतेच्या दाखल्यासाठी, वास्तृशिल्पकार व स्थापत्यविशारद यांच्या विहित नमुन्यातील दाखल्यासह रितसर प्रस्ताव सादर करण्यात यावा.
- ३०) ओल्या व सुक्या कच-यासाठी स्वतंत्र कचराकुंडयांची व्यवस्था करावी.
- ३१) कल्याण डाॅबिवरती महानगरपालिकेन्या निर्देशाप्रमाणे इमारतीत सौरउर्जा उपकरणे यसवणे आवश्यक आहे.
- ३२) रेन वॉटर हार्वेस्टिंगबाबन मा कार्यकारी अभियंना पाणीपुरवटा विभागाकडून निर्देश घेऊन त्याप्रमाणे अमलबजावणी करणे आपणांवर बंधनकारक राहील.
- ३३) पाणी पुरवठा उपलब्ध करुन देण्याची जबाबदारी पाणी पुरवठा सुधारणा होईपर्यंत महानगरपालिकेची राहणार नाही.
- ३४) जोता पुर्णत्वाचा दाखला घेणे पुर्वी विदयमान भाडेकरुंचे पंजीकृत करारनामे सादर करणे विकासकावर बंधनकारक राहील

इमारतकः १:—स्टील्ट + पहीला मजला ते चौथा मजला (रहिवासी ) इमारतकः २—स्टील्ट + पहीला ते चौथा + पाचवा पैकी ते सातवा + आठवा पैकी ते दहावा मजला पैकी(रहिवासी/सो.ऑफीस )

इशारा:— मंजूर बांधकाम प्रस्तावाव्यतिरिक्त केलेल्या अनिधकृत फेरबदलांबाबत आपण महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या तरतूदी नुसार दखलपात्र गुन्हयास पात्र राहाल.

सत्य प्रत

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१) उप आयुक्त अनिधकृत बांधकाम विभाग, क.डो.म.पा.कल्याण.

- २) करिनधिरक व संकलक क.डो.म.पा.कल्याण.
- ३) विदयुत विभाग,क.डो.म.पा.कल्याण.
- ४) पाणिपूरवठा विभाग,क.डो.म.पा.कल्याण.
- ५) प्रभाग क्षेत्र अधिकारी 'ह' प्रभाग क्षेत्र.

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कल्याण डोंबिवली महानगरपालिका, कल्याण (I.

जा.क्र.कडोंमपा/नरवि/बांप/डोंवि/3 🖰 कल्याण डोंबिवली महानगरपालिका,कल्याण दिनांक:- 23/1/2099

श्री./श्रीमती:-वसंत गुलाबराव सोनवणे व ईतर कुलमुखत्यारपत्रक :-श्री रामचंद्र शांताराम मोरे वास्तुशिल्पकार:— श्री. राजन विळेकर, डोंबिवली

> विषय:- स.नं.४ नविन, जुना २२९, हि.नं.६ पैकी, सि.स.नं.५८४२ ते ५८६५ . मौजे-नवागाव, डोंबिवली प. येथे बांधकाम करण्याच्या मंजूरीबाबत.

संदर्भ:— १) आपला दि. २५—०३—२०१० रोजीचा श्री. राजन विळेकर, डोंबिवली वास्तुशिल्पकार, यांचे मार्फत सादर केलेला अर्ज क्र. १११००३२५००२८४

> महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे कलम ४५ अन्वये स.नं.४ नविन, जुना २२९, हि.नं.६ पैकी, सि.स.नं.५८४२ ते ५८६५ मौजे:--नवागांव, डोंबिवली प.मध्ये ११८१.३०चौ.मी. क्षेत्रावर

भुखंडाचा विकास करावयास मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९चे कलम २५३ तसेच म.प्रा. व न.र. अधिनियम १९६६ चे कलम ४४ अन्वये बांधकाम करण्यासाठी केलेल्या दिनांक २५-०३-२०१० च्या अर्जास अनुसरुन पुढील शर्तीस अधिन राहून तुमच्या मालकीच्या ११८१.३० चौ.मी वर भाडेकरु व्याप्त क्षेत्रासह १६९६.२८चौ.मी.जागेत हिरव्या रंगाने दुरुस्ती दाखविल्याप्रमाणे(मागील पानावर नमुद केल्याप्रमाणे )रहिवास, वाडे— भितीच्या इमारतीच्या बाधकामाबाबत, जागेवर मूलभुन सुविधा विकसित करण्यासाठी व बिनशेती वापर परवानगी मिळण्यासाठी अंतरिम स्वरुपाचे मंजूरी पत्र देण्यात येत आहे. इमारतीच्या व जागेच्या मालकी हक्कासंदर्भात कुठलाही वाद निर्माण झाल्यास त्याला सर्वस्वी आपण जबाबदार रहाल या अटींवर हे संमतीपत्र देण्यात येत आहे.

- १) हे अंतरिम मंजूरीपत्र दिल्याचे तारखेपासून एक वर्षापर्यंत वैध असेल, नंतर पुढील वर्षासाठी मंजूरीपत्राचे नूतनीकण मुदत संपण्याआधी आवश्यक आहे. नूतनीकरण करताना किंवा नवीन परवानगी घेताना त्यावेळी अस्तित्वात आलेल्या नियमांच्या व नियोजित विकास आराखडा अनुषंगाने छाननी करण्यात येईल.
- २) नकाशात हिरव्या रंगाने केलेल्या दुरूस्त्या आपल्यावर बंधनकारक राहतील.
- ३) बांधकाम प्रारंभ प्रमाणपत्र मिळणेसाठी मा जिल्हाधिकारी, ठाणे यांजकडून बिनशेती परवानगी घेण्याची जबाबदारी आपणांवर राहिल व बिनशेतीच्या परवानगीची एक सत्यप्रत महानगरपालिकेकडे पाठविणे आवश्यक राहिल.
- ४) बांधकाम सुरु करण्यापूर्वी क.डों.म.पा.कडून बांधकाम प्रारंभ प्रमाणपत्र घेणेत यावे.
- ५) इमारतीचे बांधकाम या सोबतच्या मंजूर केलेल्या नकाशांप्रमाणे आणि घालून दिलेल्या अटींप्रमाणे बांधकामप्रारंभ प्रमाणपत्र
- ६) वाडेभित बाधकाम झाल्यानंतर वास्तुशिल्पकाराचे मंजूर नकाशाप्रमाणे वाडेभितीचे बाधकाम केल्याबाबतचे प्रमाणपत्र महानगरपालिकेस सादर करण्यात यावे.
- ७) सदर अभिन्यासात कोणन्याही प्रकारचा फेरफार पूर्व परवानगी घेतल्याशिवाय करु नये, तसे केल्याचे आढळून आल्यास सदरचे अंतरिम मंजूरीपत्र रद्द झाले असे समजण्यात येईल.
- ८). इमारतीन्यां बांधकामाच्या सुरक्षिततेची जबाबदारी सर्वस्वी आपले वास्तुशिल्पकार व स्थापत्य विशारद यांचेवर राहिल.
- ९) नकाशांत दाखिवलेल्या गाळयांच्या संख्येमध्ये व नियोजनामध्ये पूर्वपरवानगीशिवाय बदल करू नये.
- १०) नागरी जमीन कमाल मर्यादा अधिनियम १९७६ मधील तरतूदी प्रमाणे जागा वाधित होत असल्यास त्याची सर्वस्वी जबाबदारी आपलेवर राहिल.
- ११) जागेनून किंवा जागेजवळून अतिदाब, विद्युतवाहिनी जात असल्यास संबंधित खात्याकडून ना—हरकत दाखला घेतला पाहिजे व त्याची सत्यप्रत या कार्यालयासं सादर केली पाहिजे.
- १२) जागा महामार्ग किंवा रेल्वे मार्गास सन्मुख/लागून किंवा ३० मी अंतरापर्यंत असल्यास संबंधित खाल्याकडून ना हरकत दाखला घेणें आवयक आहे. व त्याची सत्य प्रत या कार्यालयास सादर केली पाहिजे.
- १३) भूखंडाकडे जाण्या—येण्याच्या मार्गाची जबाबदारी संपूर्णपणे आपलेकडे राहिल,अंतरिम मंजूरीपत्र नियोर्ग असल्यास न्या रस्त्याचे काम महानगरपालिकेच्या सोयी प्रमाणे व प्राधान्याप्रमाणे केले जाईल व तस् इमारनीकडे जाणाच्या येणाच्या मार्गाची जबाबदारी सर्वस्वी आपलें। राहिल.
- १४) जागेन जूने भाडेकरु असल्यास त्यांच्याबाबत योग्य ती व्यवस्था करावयाची जबाबदारी मालकाची सि भाडेकर यामध्ये काही वाद असल्यास किंवा निर्माण झाल्यास त्याचे निराकरण मालकाने करणे असिंग्यूमें
- १५) सदर जागेतून पाण्याचा नैसर्गिक निचरा होत असल्यास तो जलनि:सारण विभाग, (क.डॉ.म.पा.)च्या प्रविधारी हि अथवा बंद कर नये.
- १६) सदर प्रकरणी चुकीची व अपुर्ण माहिती दिली असल्यास सदर अंतरिम मंजूरीपत्र रद्द समजण्यात येईले

क्रिया प्रत

१७) सदर जागेन विहीर असल्यास ती संबंधित विभागाच्या परवानगी शिवाय बुजेवू नये १८) प्रस्तुत भूखंडास पिण्याचे पाणी महानगरपालिकेकडून उपलब्धतेनुसार दिले जुद्धस्स त्यासाठी आवश्य क डों.म.पा च्या पाणी पुरवठा विभागाकडून दिलेल्या निर्देशानुसारस्वखर्चाने टाहाणे-आवश्यक पहिल १९) सदर जागेन बांधकाम करण्याबाबतचा पूर्वीचा परवाना असेल तर तो या अंतरिम मंजूरीपक्रिमूळ

- २०) गटाराचे व पावसांच्या पाण्याचा निचरा होणेकरिता महानगरपालिकेच्या गटारास जोडणेसाठी पक्क्या स्वरुपाचीगटारे बाधावीत
- २१) बांधकामासाठी नळाचे कनेक्शन मिळणार नाही त्यासाठी संबंधितांनी स्वतः बांधकामासाठीच्या पाण्याची व्यवस्था करावी.

२२) भविष्यात रस्ता रुंदीकरणासाठी जागा लागल्यास ती क.डों.म.पा.स विनामूल्य हस्तांतरित करावी लागेल.

२३) बांधकाम प्रस्तावातील सर्व भूखंड रस्ते, खुल्या जागा, यांची प्रस्तावित नकाशाप्रमाणे जागेवर आखणी ता.नि.भू.अ. यांचे मार्फन करुन घ्यावी. व त्यांचेकडील प्रमाणित मोजणी नकाशाची प्रत, बांधकाम प्रारंभप्रमाणपत्र घेणेसाठी हे मंजूरी पत्र दिल्या नारखेपासून एक वर्षाचे आत सादर करावी.

२४) भूखंडातील विकास योजना रस्ते क.डों.म.पा.च्या सार्व बाधकाम विभागाच्या निर्देशाप्रमाणे खंडीकरण व गटार विकसित करुन क.डों.म.पालिकेस विनामुल्य हस्तांतरित करावे.

२५) भूखंडानील आरक्षित भाग भरणी करुन व वाडेभिंतीचे बांधकाम करुन रितसर करारनामा व खरेदीखतासह क.डों. म.पा.स विनामूल्य हस्तांतरित करावे.

२६) महाराष्ट्र राज्य विद्युत महामंडळ यांचेकडील ना हरकत दाखल सादर करावा.

- २७) जलनि:सारण,मलनि:सारण,अग्निशमन विभाग,कडोमपा.यांचे कडील नाऱ्हरकत दाखले बांधकाम नकाशासह सादर करावे.
- २८) जागेच्या मालकी हक्काबाबत काही वाद असल्यास अथवा निर्माण झाल्यास त्यांचे संपूर्ण निराकरण करण्याची जबाबदारी आपली राहीलं.
- २९) रेन वॉटर हार्वेस्टिंगवाबत मा कार्यकारी अभियांता पाणीपुरवटा विभागाकडून निर्देश घेऊन त्याप्रमाणे अंमलबजावणी करणे आपणांवर बंधनकारक राहील.
- ३०) पाणी पुरवठा उपलब्ध करुन देण्याची जबाबदारी पाणी पुरवठा सुधारणा होईपर्यंत महानगरपालिकेची राहणार नाही.

३१) कल्याण डोंबिवली महानगरपालिकेच्या निर्देशाप्रमाणे इमारतीत सौरउर्जा उपकरणे बसवणे आवश्यक आहे.

- ३२) बांधकाम प्रारंभप्रमाणपत्र घेणेपुर्वी हाय टेन्शन लाईनबाबत संबधीत विभागा कडील नाहरकत दाखला सादर करणे आपणांवर
- ३३)बांधकान प्रारंभप्रमाणपत्र येणेपुर्वी गौण खिनज उत्खनन स्वामीत्व धनाबाबतचा संबंधीत विभागाकडील ना हरकत दाखला सादर करणे आपणांवर बंधनकारक राहील.

३४)प्रस्तुत प्रकरणी आपण सादर केलेल्या हमी पत्रातील अटी व णर्ती आपणांवर बंधनकारक राह तील.

- ३५)प्रस्तृत प्रकरणी सदर बांधकाम परवानगी अनुषंगाने भुखंडातील झाडे तोडणे बाबत विकासकाने रितसर उधान विभागाकडुन नाहरकत दाखला घेणेआपणांवर बंधनकारक राहील.
- ३६)बांधकाम प्रारंभप्रमाणपत्र घेणेपुर्वी प्रस्तुत भुखंडाचे सुधारीत प्रॉपर्टी कार्ड सादर करणे आपणांवर बंधनकारक राहील.

३७)बाधकाम प्रारंभप्रमाणपत्र घेणेपुर्वी रस्त्यात बाधीत क्षेत्राची तावा पावती सादर करणे आपणांवर बंधनकारक राहील

३८)बांधकाम प्रारंभप्रमाणपत्र घेणेपुर्वी भाडेकरुंचे पंजिकृत करारनामे सादर करणे तसेच सद्यस्तिथीत भाडेकरुंचे पुर्नवसन करणेची व त्या अनुपंगाने भविष्यात कोणतीही तकार उद्भवल्यास त्याचे निराकरण करणेची संपुर्ण जबाबदारी विकासकाची राहील

३९)बांधकाम प्रारंभप्रमाणपत्र घेणेसाठी वरीलप्रमणे सर्व ना—हरकत दाखल्यानुसार इमारतीचे नकाशात फेरबदल करणे आपणांवर

ईमारत क.१स्टील्ट +पहीला मजला ते चौथा मजला. ( रहिवास ) ईमारत.क२स्टील्ट +पहीला ते पाचवा पैकी.+सहावा +सातवा +आठवा पैकी ते दहावा मजला पैकी ( रहिवास/सो.आफीस )

सत्य प्रत

१) मा. जिल्हाधिकारी यानां सादर, जिल्हाधिकारी कार्यालय, ठाणे

२) उप आयुक्त अनिधकृत बाधकाम विभाग, क.डो.म.पा.कल्याण.

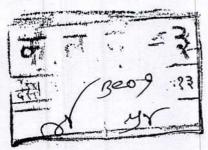
३) करनिर्धारक व संकलक क.डो.म.पा.कल्याण.

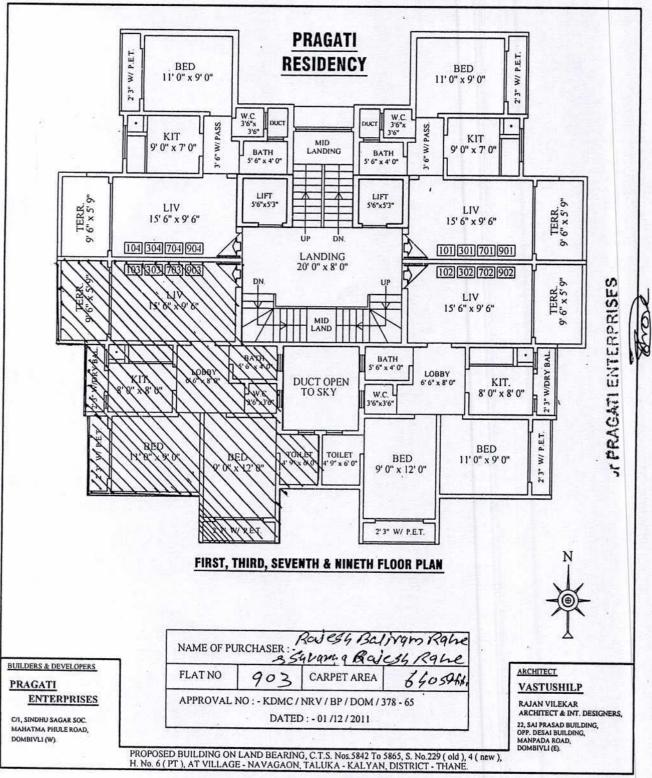
४) प्रभाग क्षेत्र अधिकारी 'ह' प्रभाग क्षेत्र.

सहायक संचालक, नगररचना (शांचे कृरित कल्याण डोंबिवली महापालिका,कल्याण.









सत्य प्रत





#### STAMP. OF APPROVAL OF

बाधकाम नकाशे पंजूरी...-रंगाने दुरूरती दाखांदल्याप्रमाणे व बांधकाम प्रारंस प्रमाणपत्र क्र. कडोंमपा / नरवि / बांप / कृषि-डोवि / 30८ - ८५ दिनांक 2/22 / मध्ये प्रत्ये 5 दिलेल्या अटिप्रमाणे,



नगर एचनाकार डॉबियली महानगरपालिस

PHRPOSE	
PURPOSE + FOR (1091.35+89.95+515.00)	-
T. A. R. PERMISSIBLE	1696.30
TERMISSIBLE FLOOR APEA (TURNING	1.00
10). EXISTING FLOOR AREA	1696.30
PROPOSED FLOOR AREA	NIL
EXCESS BALCONY AREA TAKENA	1683.36
	9.55
. A. R. CONSUMED	1692.91
TENEMENT STATEMENT	0.99
a). NET AREA OF PLOT MEN A (2)	
DEDUCTION OF NON PEGIDANCE	1696.30
	NIL
d). TENEMENTS PERMISSIBLE	1696.30
e). IENEMENTS PROPOSED	. 51 Nos.
CERTIFICATE OF AREA	35 Nos.

THIS IS CERTIFIED THAT PLOT UNDER REFERENCE WAS SURVEYED BY ME ON DATE 00 / 00 / 0000 AND THE DIMENSIONS OF THE SIDES ETC. OF THE PLOT STATED ON THE PLANS ARE AS MEASURED ON SITE AND THE AREA SO WORKED OUT IS 0000.00 SMT AND TALLIES WITH THE AREA STATED IN THE DOCUMENTS OR T. P. RECORDS. viz. 0000.00 SMT.

SIGANTURE OF ARCHITECT

DESCRIPTION OF PROPOSAL AND PROPERTY

PROPOSED BUILDING ON LAND BEARING C.T.S. Nos. 5842 To 5865, S. No. 229 (old), 4 (new), H. No. 6 (PT),

VILLAGE - NAVAGAON,

TALUKA KALYAN, DISTRICT THANE.

NAME OF OWNER Shri VASANT GULABRAO SONAWANE & OTHERS

NAME ADDRESS AND SIGNATURE OF POWER OF ATTORNEY HOLDER Shri RAMCHANDRA S. MORE C-1, SINDHUSAGAR STY., MAHATMA PHULE ROAD, DOMBIVLI (WEST).

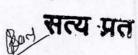


VASTHUSHIL RAJAN VILEKAR ARCHITECT & INT. DESIGNERS of

JAIRAM NIWAS, 3rd FLOOR, ABOVE AMBIKA HOTEL, PHADKÉROAD, DOMBIVIJ (E.), 421201. REGD: No. CA / 95 / 18553.







Prasodi Euterprises C/1 514dh489300 13/12. melieting Physic Road Dombiviice" 421202

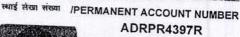


स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER AABFP8989N

PRAGATI ENTERPRISES

06-03-1996

Rayers B. Rive B-Sol, Shanker Art Ganera Hage Drubils Pin - 421202



RAJESH BALIRAM RANE

पिता का नाम /FATHER'S NAME BALIRAM PARSHURAM RANE

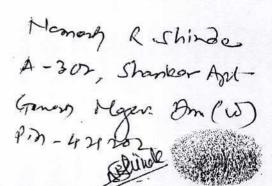
जन्म तिथि /DATE OF BIRTH

04-04-1971

हस्ताक्षर /SIGNATURE



Shrana R. Rane B-201 Shanlear Agt Garen Hayer Dom (w) Pin - 44 002



Baliram P. Rone 13-301 Shankar Apt, "Govern rager. Den ( W.) PM- 44202











STATE SOMBIVLI (EAST) BRANCH - yoursonson AUTHORISED SKRMATORIES Please sign above मूल्य प्राप्त VALUE RECEIVED 19/189 42043 y y y Milepro Exament C1386 9. 0 NOT OVER 30000/-2 "027891" 0000160001 34. 55/SR. NO.0 0 Thirty Thousand only. SSBEWUMBWI RUPEES

BOOK AND TO THE STANDARD TO THE STANDA



सत्य प्रत



72/3901

गुरुवार,19 सप्टेंबर 2013 4:37

दस्त गोषवारा भाग-1

कलन3 42-148

दस्त क्रमांक: 3901/2013

दस्त क्रमांक: कलन3 /3901/2013

बाजार मुल्यः रु. 36,42,000/- मोबदलाः रु. 42,00,000/-

भरलेले मुद्रांक शुल्कः रु.2,52,000/-

दु. नि. सह. दु. नि. कलन3 यांचे कार्यालयात

अ. क्रं. 3901 वर दि.19-09-2013

रोजी 4:27 म.नं. वा. हजर केला.

पावती:3928

पावती दिनांक:

19/09/2013

सादरकरणाराचे नाव: राजेश बळीराम राणे

नोंदणी फी

₹.

दस्त हाताळणी फी

पृष्टांची संख्या: 54

30000.00

₹. 1080.00

एक्ण: 31080.00

Joint Sub Registrar Kalyan 3

दस्त हजर करणाऱ्याची सही:

Joint Sub-Registrar Kalyan 3

दस्ताचा प्रक्रारः करारनामा

मुद्रांक शुल्कः (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 19 / 09 / 2013 04 : 27 : 45 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 19 / 09 / 2013 04 : 28 : 35 PM ची वेळ: (फी)

दस्त ऐवजासोबत जोडबेले कागदपत्रे, कुलमुखत्यार पत्र व्यक्ती इत्यादि बनावट आढड्न आल्यास याची संपूर्ण जबाबदारी निष्यादकांची राहोल.

ano

iSarita v1.3.0



19/09/2013 4 35:33 PM

दस्त गोषवारा भाग-2

43148

दस्त क्रमांक:3901/2013

दस्त क्रमांक :कलन3/3901/2013

दस्ताचा प्रकार :-करारनामा

### अनु क्र. पक्षकाराचे नाव व पत्ता

- नाव:प्रगती एंटरप्रायजेस तर्फे भागीदार दीपक शांताराम मोरे पत्ता:प्लॉट नं: सी/१, माळा नं: तळ मजला, इमारतीचे नावः सिंधुसागर, ब्लॉक नं: -, रोड नं: महात्मा फुले रोड, , . पॅन नंबर:AABFP8989N
- नावःराजेश बळीराम राणे 2 पत्ता:प्लॉट नं: रूम नं.बी/३०१, माळा नं: -, इमारतीचे नाव: शंकर अपार्टमेंट, ब्लॉक नं: गणेश नगर, रोड नं: शिवाजी पथ, , . पॅन नंबर:ADRPR4397R
- नावःस्वर्णा राजेश राणे 3 पत्ता:प्लॉट नं: रूम नं.बी/३०१, माळा नं: -, इमारतीचे नाव: शंकर अपार्टमेंट, ब्लॉक नं: गणेश नगर, रोड नं: शिवाजी पथ, , पॅन नंबर:ARKPR5319J

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

लिहून देणार वय:-42 स्वाक्षरी:-







लिह्न घेणार वय :-42 स्वाक्षरी:-





लिह्न घेणार वय :-36 स्वाक्षरी:-





वरील दस्त्रऐवज करुन देणार तथाकथीत करारनामा चा दस्त ऐवज करुन दिल्याचे कबुल करतात. शिक्का क्र.3 ची वेळ:19 / 09 / 2013 04 : 31 : 34 PM

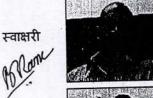
ओळख:-खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अन् पक्षकाराचे नाव व पत्ता 豖.

नाव:बळीराम परश्राम राणे पत्ता:शंकर कॉम्प्लेक्स,गणेश नगर,डोंबीवली पश्चिम पिन कोड:421202

SINT SUB. नाव:नमेश राजाराम सिंडि वय:22 पत्ता:शंकर कॉम्प्लेक्स मंपीश नगर डोबीवली पिन कोड:421202

अंगठ्याचा ठसा





छायाचित्र







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शिक्का क्र.4 ची वेळ:19 / 09 / 2013 04 : 33 : 00 PM

शिक्का क्र.5 मी वेळ:19 / 09 / 2013 04 : 33 : 14 PM नोंदणी पुस्तक 1 मध्ये

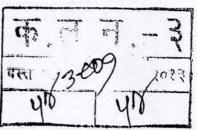
Joint Sub Registrar Kalyan 3

3901 /2013

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उत्पाद क्षेत्र की की सहए कर क 30 पाने आहेर पाने पाने आहेर पाने

