



Monday, September 20, 2010
12:02:31 PM

पावती

Original
नोंदणी 39 म.
Regn. 39 M

पावती क्र. : 75669

दिनांक 20/09/2010

गावाचे नाव पाचपाखाडी

दस्ताऐवजाचा अनुक्रमांक टनन1 -07470 - 2010

दस्ता ऐवजाचा प्रकार

काररनामा



कारर करणाराचे नाव:भगवान महादेव सांबरे

नोंदणी फी

:- 30000.00

नवकल (अ. 11(1)), पृष्ठांकनाची नवकल (आ. 11(2)),

:- 1100.00

रुजवत (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (55)

एकूण रु. 31100.00

आपणास हा दस्त अंदाजे 12:17PM हा वेळेस मिळेल

सह दुय्यम नियम किंवा क्र. 2,
ठाणे - वृण 1

बाजार मूल्य: 7193917 रु. मोबदला: 7700000रु.

भरलेले मुद्रांक शुल्क: 367600 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: बँक ऑफ महाराष्ट्र;

डीडी/धनाकर्ष क्रमांक: 204214; रक्कम: 30000 रु.; दिनांक: 09/09/2010



दुय्यम निबंध

दस्ताक्रमांक व वर्ष: 7470/2010

Monday, September 20, 2010
12:03:51 PM

सूची क्र. दोन INDEX NO. II

नोंदणी 63 म.

Regn. 63 m.e.

गावाचे नाव : पाचपाखाडी

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भंडेपट्ट्याच्या बाबतीत पट्टाकार आकारणा देतो की पट्टेदार ते नमूद करावे) मोबदला रू. 7,700,000.00
भा.भा. रू. 7,193,917.00
- (2) भू-मापन, पोटाहिस्सा व घरक्रमांक (असल्यास) (1) वर्षाने: झोन 5/19 5फए फायनल प्लॉट नंबर 340 - सुनित इन्वलेव, सदाशिका नंबर 1402, 14वा मजला, बिल्डींग नंबर 41/1, पांचपाखाडी ठाणे (1)124.57 चौ मी बिल्टअप
- (3)क्षेत्रफळ (1)
- (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) मे वेदांत कन्स्ट्रक्शनचे भागीदार रमेश भोकरे तर्फे कु मु चंद्रशेखर भोसेकर - -; घर/फ्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: भास्कर कॉलनी ठाणे, ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन नम्बर: -; (1) भगवान महादेव सांबरे - -; घर/फ्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: विक्रम गड वाडा ठाणे, ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन नम्बर: BDOPSO934D.
- (7) दिनांक करून दिल्याचा नोंदणीचा (8) 09/09/2010 20/09/2010
- (9) अनुक्रमांक, खंड व पृष्ठ 7470 /2010
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रू 367600.00
- (11) बाजारभावाप्रमाणे नोंदणी रू 300000.00
- (12) शेरा

सह दुय्यम निबंधक वर्ग-२,
ठाणे - १



महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग

मुल्यांकन अहवाल सन २०१०

A-1) महानगर पालिका -

१. दस्तावा प्रकार : कारिनामा :- अनुच्छेद क्रमांक : _____
२. सादरकर्त्याचे नाव :- शाहान शहाब शिक

३. तालुका दांडा :- _____
४. गावाचे नाव पांचपावडी :- _____
५. नगरभूमापन क्रमांक / सर्व्हे क्रं./अंतिम भूखंड क्रमांक :- ३४०
६. मूल्य दरविभाग (शोन) :- ५१९२/५५ :- उपविभाग :- _____
७. भिळकतीचा प्रकार :- खुलीजमीन निवासी ५२५०० कर्मालय विमान औद्योगिक
प्रति चौ.मी. दर :- _____
८. दस्तात नमुद केलेल्या भिळकतीचे क्षेत्रफळ :- _____ को.पट / विल्ट भूपा चौ. मीटर / फुट
९. कारणाकारण :- _____ गच्ची :- _____ पोटापळा :- _____
१०. मजला क्रमांक :- १४ उदवाहन सुविधा :- _____
११. बांधकाम वर्ष :- २००९ वसारा :- _____
१२. बांधकामाचा प्रकार :- आरसीसी/इतर पक्के/अर्धे पक्के/कच्चे
१३. बाजारसुल्यदर तक्त्यातील मार्गदर्शक सुचना क्रं. :- _____ ज्यान्वये दिलेली घट / वाढ



१४. लिट्ट अॅन्ड लायसन्सचा दस्त १. - प्रतिमाह भाडे रकम :- _____
निवासी / अनिवासी २. - अनामत रकम / आगावू भाडे :- _____
३. - कालावधी :- _____
१५. निर्धारित केलेले बाजारसूल्य :- _____
१६. दस्तामध्ये दर्शविलेली मोबदला :- ७७०००००८
१७. देय मुद्रांक शुल्क :- ३६७६००८ भरलेले मुद्रांक शुल्क :- ३६७६००८
१८. देय नोंदणी फी :- ३००००१

टक्का-१	
दस्त क्रमांक	<u>५८७००१०</u>
	<u>१ / ५५</u>

लिपीक

सह दुय्यम निबंधक

482691

Scroll No
84
Event

खातेदारची प्रत / Party Copy

ठाणे भारत सहकारी बँक लि.
शेड्यूल्ड बँक

Thane Bharat Sahakari Bank Ltd.
Scheduled Bank



शाखा / Br. _____ दिनांक / Date 08/9/10

मुद्रांक शुल्क / Stamp Duty रु./Rs. 367,000/-

सेवा आकारणी शुल्क / Service Charges रु./Rs. 10/-

No. of Documents _____

एकूण / Total रु./Rs. 367,610/-

अक्षरी रूपये / Amount in Words
Three Lakh Sixty Seven
Thousand Six Hundred Ten



मुद्रांक शुल्क भरणान्याचे नाव Pshagwan Mahadeo
Name of stamp duty paying party Audhe

पत्ता / Address At Zedpali, Post Audhe

Tel. Vikramgad

समोरच्या पक्षकाराचे नाव / Name of counter party
Vedant Construction

व्यवहाराच्या उद्देशाचे कारण /
Purpose of transaction Agreement for Sale

घनादेश / पे ऑर्डर ज्या बँकेचा काढला आहे त्या बँकेचे नाव /
Name of the Drawee Bank CASH-PANNO. BDOP50934D

THANE BHARAT SAHAKARI BANK LTD. (Scheduled Bank)
Naupada Main Branch, Thane
- 9 SEP 2010
Evening Session
RECEIVED CA

रोखपाल / Cashier _____
अधिकाऱ्याची सही
Authorised signatory _____

मुद्रांक केलेले दस्तऐवज घेण्यास येताना ही पावती आणणे आवश्यक आहे./
This counterfoil has to be presented at the time of delivery of stamps.



AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at
THANE, on this 8 day of Sept in the Christian Year Two Thousand Ten
(2010).

रकम कायदा	2-1/4
वसुली	2-1/4

BETWEEN

M/s. VEDANT CONSTRUCTION, PAN NO. AADEV3789N , a Partnership Firm, registered under the provisions of the Indian Partnership Act, 1932, through its Partners **SHRI RAMESH MARUTI BHEKARE**, carrying on business at Sambhaji Smriti, 1st Floor, Old Mumbai Pune Road, Kalwa (West) Thane - 400 605, hereinafter referred to as the "PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and deemed to include the present Partner or Partners of the said firm M/s Vedant Construction, their respective heirs, executors , administrators and assigns and those of the last surviving Partner) of the ONE PART;

AND

For VEDANT CONSTRUCTION

Signature

Partner

THANE BHARAT SAHAKARI BANK LTD.
Main Branch, Naupada, Thane.
D-S/STP/VYC.R.1005/1/04/1905-0
7/04

For Thane Bharat Sahakari Bank Ltd.
Authorised Signatory
Jsbhore

THANE BHARAT SAHAKARI BANK LTD.
Special Addressive
SEP 08 2010
188206
50814

STAMP DUTY MAHARASHTRA
R.0367600/-P85151
16:50
ZERO THREE SIX SEVEN SIX ZERO ZERO

Rs. Three Lacs Sixty Seven Thousand Six Hundred and

Mr. BHAGWAN MAHADEO SAMBRE, age 58 years **PAN NO. BDOPPS0934D** , Indian Inhabitant, having address as at Zadopli, Post – Audhe, Taluka Vikramgad; Dist. Thane hereinafter referred to as the **"PURCHASER"** (which expression shall unless it be repugnant to the context or meaning thereof mean and be deemed to include his/her heirs, executors, administrators and permitted assigns) of the **OTHER PART**.

WHEREAS one M/s. A.M. Developers (for short **"SAID OWNERS"**) are the Owners, seized and possessed of and/or otherwise well and sufficiently entitled to the immovable property bearing Final Plot adm. 3955.92 Sq. Mtrs., bearing Final Plot No.340 under Town Planning Scheme No.1 (Final), Thane, situated at Village Panchpakhadi, Thane, Taluka and District Thane and more particularly described in the Schedule written hereunder (hereinafter referred to as the **"SAID PROPERTY"**); The copy of Property Card is annexed hereto and is marked as **ANNEXURE 'A'**;



AND WHEREAS by and under Registered. Development and authenticated Power of Attorney both dated 17th August, 2003, (for short **"SAID FIRST AGREEMENT"**) the said Owners have granted the Development Rights in the said property to and in favour of one M/s. Siddhi Developers for the consideration and upon the terms and conditions contained therein and in part performance thereof have placed said M/s. Siddhi Developers in exclusive physical possession of the Said Property;

AND WHEREAS by and under Registered. Agreement for Assignment of Development Rights dated 27th December, 2006 (for short **"SAID SECOND AGREEMENT"**) said M/s. Siddhi Developers, in turn, have granted and assigned the Development Rights, so acquired by the said M/s. Siddhi Developers from Said Owners to and in favour of the Promoter herein and further have executed irrevocable Power of Attorney dated 28th August 2008 appointing the Promoter herein as substituted Power of Attorney

28th August 2008
Power of Attorney for Said
3144

OMKAR

Handwritten signature

Owners the said M/s. Siddhi Developers and in part performance thereof have placed the Promoter herein in physical possession of the said property;

AND WHEREAS the Said First Agreement and Said Second Agreement both are still valid and subsisting and thus the Promoter herein are seized and possessed of and/or otherwise well and sufficiently entitled to the Said Property;

AND WHEREAS the Addl. Collector, Thane, appointed as Competent Authority under the provisions of Urban Land (Ceiling and Regulations) Act, 1976, (hereinafter referred to as the "ULC ACT") by his order dated 23rd February, 2004, has declared that the Said Property is not the "SURPLUS LAND" of the Said Owners. The copy of the said ULC Order is annexed hereto and marked as **ANNEXURE 'B'**;

AND WHEREAS the District Collector, Thane, by and under his Order dated 2nd July, 2008, has granted permission for non-agricultural use of the Said Property. Copy of the said permission is annexed hereto as **ANNEXURE 'C'**;



AND WHEREAS by and under three Registered. Agreements for Purchase of TDR, the Promoters have purchased the TDR totally admeasuring. 1585 Sq. Mtrs., out of Development Rights Certificate (DRC) as more particularly described in Part 'B' of the First Schedule written hereunder for its use and utilization on Said Property (hereinafter referred to as "**SAID TDR**"); The copy of Said DRC is annexed hereto and is marked as **ANNEXURE 'D'**;

AND WHEREAS since and during the period of preparation and finalization of Town Planning Scheme No.1 for Thane, wherein Said Property is situated, the Said Property was fully encroached encroachments;

Preparation of TDR	25/1/2008
Finalization of TDR	25/1/2008
Encroachment on Property	25/1/2008

AND WHEREAS having regards to the Said Encroachments and in order to make the development of the Said Property feasible, the

Handwritten signature/initials

Handwritten signature

Promoter proposed to construct two building – one at rear side exclusively for accommodating illegal encroachers and another at front side exclusively for sale to outsiders Purchasers;

AND WHEREAS the Thane Municipal Corporation ("**SAID LOCAL AUTHORITY**") by and under its latest amended Permission/Commencement Certificate bearing V.P. No.2005/91/TMC /TDD/559 dated 7th December, 2009, has granted permission for construction of two buildings in the Said Property by utilizing thereon the FSI of the Said Property and TDR under Said DRC as per plans sanctioned therewith (hereinafter referred to as the "**SAID SANCTIONED PLANS**"). The Copy of the Letter of sanction is annexed hereto and marked as **ANNEXURE 'E'**;

The Development of rear side building has no concern with this Agreement the Purchaser shall not be concerned in whatsoever manner with development of said rear side building;

This Agreement is restricted to the development of one building under construction on front side and to be known as "**SUMEET ENCLAVE**" (hereinafter referred to as "**SAID BUILDING**");



AND WHEREAS under the circumstances, the Promoter alone has the sole and exclusive rights to sell the flats and premises in the Said Building to be constructed by the Promoter on front portion of the said property and to enter into Agreements with the Purchaser/s of the Flats and Premises and to receive the sale price or consideration in respect thereof;

AND WHEREAS Shri Damodar A. Patil, an Advocate from Thane, by his Certificate of Title dated 9th December, 2009, has certified the title of the Said Owners to the Said Property and an authority to use and utilize Said TDR under Said DRC and an authority of the Promoter, to develop the Said Property and to sell the Flats and premises therein to the prospective buyers. The Copy of said Certificate of Title is annexed hereto and marked as **ANNEXURE 'F'**;

Handwritten notes and stamps: "Said", "2009/2009", "2009/2009", and a date stamp "21/11/09".

Handwritten signature or initials in the top left corner.

Handwritten signature or initials in the bottom right corner.

AND WHEREAS the Purchaser has demanded from the Promoter and the Promoter has given inspection to the Purchaser of all the documents of title relating to the said property; the said orders and the plans, and specifications prepared by the said Architects and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation and Promotion of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as "THE MOF ACT") and the rules and regulations made thereunder;

AND WHEREAS being satisfied with the inspection of said documents including said sanctioned plans, the Purchaser applied to the Promoter for allotment of **Flat admeasuring 1117 Sq. Ft., Carpet area and bearing Flat No. 1402 on Fourteenth Floor** of said front side building to be known as "**SUMEET ENCLAVE**" under construction on the Said Property; (Said Flat is hereinafter collectively referred to as "**SAID PREMISES**"). The plan of the said premises is annexed hereto and marked as **ANNEXURE** aforesaid, the Purchaser has made a declaration as required by the provisions of Maharashtra Co-operative Societies Act, 1960, and the Urban Board (Ceiling and Regulations) Act, 1976, to the effect that he is not disqualified the provisions of aforesaid Acts from purchasing the said premises;



AND WHEREAS relying upon the said application and declaration, the Promoter has agreed to sell to the Purchaser the said premises for the price or consideration and upon the terms and conditions hereinafter appearing;

AND WHEREAS under Section 4 of the said MOF Act, the Promoter are required to execute the written Agreement for sale of the said premises to the Purchaser being in fact these presents; and also registered the said Agreement under the provisions of Registration Act, 1908;

6144
6800/2090
Act, 1908;

Amalika

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

1. PROMOTER TO CONSTRUCT RESIDENTIAL COMPLEX:

The Promoter shall construct interalia Said Building known as **"SUMEET ENCLAVE"** or by such other name as the Promoter in its sole discretion may decide, on front portion of the Said Property more particularly described in the First Schedule written hereunder, in accordance with the Said Sanctioned Plans approved by the said local authority and which have been inspected and accepted by the Purchaser, and/or its further amendments and/or modifications and/or variations as detailed hereinafter as may be considered necessary by Promoter and approved by the Local Authority and/or any other Competent Authority.

2. THE PURCHASER:

DISCLOSERS BY PROMOTERS AND ACCEPTANCE BY

The Promoter has disclosed to the Purchaser and after going through the relevant records and sanctioned plans and after thorough discussions and deliberations, the Purchaser has ascertained to his satisfaction and has irrevocably accepted as binding upon him and upon those claiming through and under him as under:



a) The Purchaser is aware that under the prevailing laws, rules and regulations, the Promoter shall NOT be entitled to make any change or variation in the area of the said premises agreed to be purchased by the Purchaser under this Agreement. The Purchaser is further aware that under the said laws, rules and regulations, **SAVE AND EXCEPT THE AFORESAID RESTRICTION**, otherwise, the Promoter is at liberty and is entitled, with prior approval from concerned authorities, but without requiring to obtain any further consent or concurrence from the

entitled, with prior approval from concerned authorities, but without requiring to obtain any further consent or concurrence from the

Handwritten signature

Handwritten signature

<p>पदांक-9</p>	<p>पदांक-9</p>
<p>10/1/2019</p>	<p>10/1/2019</p>

Purchaser, to get amended, revised and/or modified the construction plans of the Said Property; and/or to amalgamate the said property with any adjoining property. The Promoter is further at liberty to make the changes, amendments and modifications in the said sanctioned plans including the change in height of the building, the size and location of the open spaces. The Promoter further is entitled to make any other changes whatsoever in the planning of the entire complex. It is specifically agreed and understood that for making aforesaid changes, the Promoter is not required to obtain any consent or concurrence from the Purchaser. Without prejudice to the above, if at all such consent or concurrences required to be obtained from the Purchaser, then and in that case, the Purchaser hereby gives and deemed to have given his irrevocable consent and concurrence for making all and every of the aforesaid changes as may be desired by the Promoter.

b) The Promoter shall be entitled to consume the Floor Space Index (FSI) on the said property which may be presently available as per prevailing rules and regulations as well as which may become available in future due to changes in laws, rules and regulations, in further construction in the said property. The Promoter further shall be entitled to purchase the Transferable Development Rights (TDR) from elsewhere and to load, use and utilize the same in further construction in the said property by constructing additional floors on existing buildings or constructing additional buildings as per law, rules and regulations for the time being in force. The Purchaser shall not be entitled to raise any objection for utilization of such FSI/TTDR from other properties to said property. Such additional structures and floors shall be the property of the Promoter alone and the Promoter shall be entitled to sell and dispose off and otherwise deal with the same, at Promoter's sole discretion without requiring to render any account thereof or to obtain any consent or separate consent or concurrence from the Purchaser.



दस्तावेज क्रमांक	१५००/२०१०
प्लान क्रमांक	८१५९

Handwritten signature or initials in the top left corner.

Handwritten mark or signature in the middle left area.

c) The Promoter further shall be entitled without requiring to obtain any consent or concurrence from the Purchaser, to grant the right of way over the said property to the adjoining properties belonging to the Promoter or belonging to the third party for such consideration and upon the terms and conditions, the Promoter may at its sole discretion may deem fit and proper and such decision and action of the Promoter shall irrevocably binding on the Purchaser and Society/ies to be formed in the said property.

d) The Promoter has reserved the right to give the open space around the building and space under the stilt as well as on the podium and terrace in the said property for the purpose of car parking, garage, for putting up hoardings, sign boards and/or for any other purposes on such terms and conditions as the Promoter may desire. The said rights shall continue to subsist even after the said property is conveyed to the said Society and the clause containing such rights shall be incorporated in such conveyance. The Promoter or its nominee/s shall pay periodical nominal contribution per year to the said Society in token of such right which will be transferable and heritable even after the conveyance of the said property. The Promoter or its nominee/s shall be exclusively entitled to the income they may derive out of such open space/stilt/terrace. The Purchaser shall not be entitled to any rebate and/or concession in the consideration of the said premises on account of reservation of rights by Promoters as aforesaid. The Purchaser herein shall not be entitled to any abatement in the price of the said premises or object to the same for any reason whatsoever and shall allow the Promoter their agents servants etc., to enter into and upon the said property and the said buildings for the purpose of use or enjoyment of the said open space and/or stilt/terrace, etc. The Promoter shall be entitled to transfer or assign such rights to any person and the Purchaser and the Society when formed shall not raise any objection thereto.



दस्ता क्रमांक	७२४७८३९१०
दस्ता क्रमांक-१	९१५५

e) The Promoter further shall be entitled to carry out the intended Development as aforesaid by itself or through its nominees or assigns.

3. AGREEMENT TO SALE AND PURCHASE:

Subject to the rights of the Promoter as stated in foregoing clauses and other clauses written hereunder, the Promoter hereby agrees to sell to the Purchaser and the Purchaser, by accepting the rights of the Promoter as stated in this Agreement, hereby agrees to purchase from the Promoter, the said premises bearing Residential of Building No.B-1 i.e. front side building under construction on the Flat No. 1402 adm. 1117 Sq. Ft., or thereabout carpet area bearing Flat No. 1402 on Fourteenth Floor said property and to be known as "SUMEET ENCLAVE" or by such other name the Promoter may decide and as more particularly described in the **SECOND SCHEDULE** written hereunder and shown on the Plan thereof hereto annexed as Annexure 'H' for the lump sum consideration of **Rs. 77,00,000/- (Rupees Seventy Seven Lakh only)**. The Purchaser further records and confirms that the consideration fixed is lump sum and is not calculated on the basis of the area that would be made available to the Purchaser.

4. PURCHASER'S AGREEMENT TO PAY CONSIDERATION.

The Purchaser agrees to pay to the Promoter said lump sum consideration of Rs. 77,00,000/- (Rupees Seventy Seven Lakh only) as per progress of the work of a building in which the Said Premises is to be situated in the following manner:

- a) Rs. 5,00,000/- (Rupees Five Lakh only) on or before the execution of this Agreement (the payment and receipt whereof Promoter doth hereby admits and acknowledges and releases and discharges the Purchaser from the payment thereof forever



पत्रा-९	
दस्तावेज क्रमांक	७६५०/२०१०
दिनांक	१०/१५

Handwritten signature

- b) Rs. 48,90,000/- (Rupees Forty Eight Lakh Ninety Thousand only) payable upon commencement of casting of top slab
- c) Rs. 6,93,000/- (Rupees Six Lakh Ninety Three Thousand only) Payable upon commencement of brick work
- d) Rs. 6,93,000/- (Rupees Six Lakh Ninety Three Thousand only) Payable upon commencement plaster.
- e) Rs. 6,93,000/- (Rupees Six Lakh Ninety Three Thousand only) payable upon commencement of flooring work.
- f) Rs. 2,31,000/- (Rupees Two Lakh Thirty One Thousand only) payable at the time of possession being offered to be handed over.

=====

Rs. 77,30,000/-

=====

(Rupees Seventy Seven Lakh Only)

The installments referred herein above and payable by the Purchaser shall be paid on the respective due dates strictly as per the aforesaid time schedule without any delay or default as time in respect of payment of installments in respect of all amounts payable under this Agreement are the essence of the

Contract. The Promoter shall forward to the Purchaser at the address given by the Purchaser in this Agreement intimation recording the Promoter having commenced the aforesaid work. The Purchaser shall be bound to pay the amount of the installments within eight days from the date, the Promoter has dispatched such intimation Under Certificate of Posting or through Courier Service with due acknowledge at the address of the Purchaser as given in this Agreement. The Promoter shall obtain and keep in its Office situate at the said property for the inspection by the Purchaser, the Certificate of its Architect certifying that the Promoter has commenced the work and such certificate shall be valid and binding upon the Purchaser and the Purchaser agrees not to dispute the same. If the Purchaser makes any delay or defaults in making any of the installments referred hereinabove then the Promoter shall be entitled

पलन-9

दस्तावेज क्रमांक 99/154

99 / 154



DM/201/2019

to charge for over due period interest at the rate of 24% per annum on all such overdue installments. It is further agreed that on the Purchaser committing default in payment on the due dates all or any of the installments and/or other amounts referred herein and payable under this Agreement or if the Purchaser commits breach of any of the terms and conditions contained herein and to be observed and performed by the Purchaser then and in that case without prejudice to their other rights under this Agreement and under the law the Promoter shall be entitled at Promoter's sole discretion an option to terminate this Agreement PROVIDED AND ALWAYS that the Power to terminate herein contained shall be exercised by the Promoter after giving to the Purchaser 15 days period notice in writing of their intention to terminate this Agreement and specifying the breaches of the terms and conditions on account of which the Promoter intent to terminate the Agreement and if the Purchaser continues the default in remedying such breaches as mentioned in the said notice then upon expiry of the notice period for the breaches committed by the Purchaser this Agreement shall stand terminated without any further notice. It is further agreed that upon termination of this Agreement as provided herein the Promoter shall after deducting as compensation an amount equal to 25% of the total consideration, refund to the Purchaser the balance of the amount, if any, which the Purchaser may have till then paid to the Promoter. No interest shall be paid by Promoter to the Purchaser on such refundable amount. Upon termination of this Agreement, pending refund of the amount as aforesaid, the Promoter shall be at liberty to dispose off and sell the said premises to any third party at such price and on such terms and conditions as the Promoter may desire and think fit in Promoter's sole discretion without being requiring to obtain any consent from the Purchaser. It is agreed by and between the parties hereto that the aforesaid purchase price includes the cost of parking place for one four wheeler vehicle in podium of the said complex.



5. **PURCHASER'S AGREEMENT TO PAY FURTHER AMOUNTS:**

The Purchaser agrees to pay to the Promoter in addition to the consideration provided hereinabove, the following amounts:

₹ 1000/-	₹ 2100/-
₹ 8000/-	₹ 2100/-
₹ 2100/-	₹ 2100/-

[Handwritten signature]

[Handwritten signature]

a) The Purchaser shall on or before delivery of the possession of the said premises, keep deposited with the Promoter:

i) Rs. 510/- (Rupees Five Hundred Ten only) towards Entrance Fee and share money for membership of the Co-operative Society to be formed.

ii) Rs. 3000/- (Rupees Three Thousand only) towards formation and registration of the Society.

Rs.3,510/-

=====

b) Commencing a week after notice in writing is given by the Promoter to the Purchaser that the said premises is ready for use and occupation and thereafter on 5th of every month, the Purchaser shall pay to the Promoter the Purchaser's proportionate share of outgoings as may be estimated by the Promoter at its sole discretion towards local taxes, cess, duty or such other levies by the TMC and/or the Government, water charges, insurances, premium contribution towards common repairs to the building in its common area, access Road, salaries of clerks, bill collector, chowkidars, sweepers, electricity charges for its consumptions in common area and for common benefit and all other expenses necessary and incidental to the management and maintenance of the said property including the buildings and the amenities therein. The Purchaser shall not withhold the said payment for any reason whatsoever. In order to avoid possibility of non-payment of said expenses and resultant inconvenience to all premises purchasers, the Purchaser shall pay **Rs. 35,400/- (Rupees Thirty Five Thousand Four Hundred only)** towards advance maintenance expenses

[excluding TMC property taxes and water charges] at time of taking possession of the said flat.



taking possession	
एकत-१	
दस्तावेज क्रमांक	५५०१/२०१०
१३ / ५५	

OMI

The amount so paid by the Purchaser to the Promoter under





(a) and (b) shall not carry any interest and remain with the Promoter till a conveyance is executed in favour of Society. On such conveyance being executed in favour of the Society after deducting therefrom all the expenses including those mentioned in sub-clause (a) and (b) above, the surplus - if any, shall be handed over, without interest, by the Promoter to the Society and any deficit amount shall be recovered from the Purchaser and the Society. It is specifically agreed and understood by the Purchaser that if the Purchaser or any of the Purchasers in the building in which said premises is to be located, commits default in contributing their respective share towards aforesaid expenses, then and in that case, the Promoter shall be relieved of their obligations of providing such services and shall not be liable or responsible for hardship or inconvenience, if any, caused to the Purchaser and other Purchasers and the Society.

c) The Purchaser further shall pay on or before taking of possession of the Said Premises **Rs. 73,750/- (Rupees Seventy Three Thousand Seven Hundred Fifty only)** as reimbursement of infrastructure development charges to be incurred by the Promoter in development of infrastructure in the Said Property.

d) The Purchaser shall further pay an amount of **Rs. 50,000/- (Rupees Fifty Thousand only)** in aggregate as and when the same is demanded by the Promoter, but essentially before demanding possession of the said premises as his contribution towards expenses to be incurred by the Promoter to meet various expenses including but not limited to Balcony premium, Electricity, Meter Deposit, Electrical Cable, Sub-Station – if required, Water Deposit and Supply lines, out of pocket expenses of whatsoever nature.

It is specifically agreed and understood that the aforesaid amounts under clause (c) and (d) shall be collected as "ASCERTAINED EXPENSES" to be incurred by the Promoter and therefore the Promoter neither be entitled to demand additional amount on account of



<p>    </p>	<p>  १४/११/२०१० १४/११/१० </p>
---	--

expenses and nor be under obligation to maintain separate account thereof and/or render account thereof to the Purchaser or to the Society as the case may be and Purchaser shall also be not entitled to demand such account from the Promoter of such amount.

e) The Purchaser shall further pay Municipal and revenue taxes, N.A. taxes, local taxes, cess, duty or such other levies by local authority and/or by Govt. Departments and other statutory outgoings of his share due and payable from the date of issuance of Occupation certificate of concerned building or as and when demand is made by the concerned Authorities, whichever is earlier. The Promoter shall not be liable for any consequences for non-payment of municipal and other charges as above taxes for the reasons or on the grounds whatsoever.

f) If the sale of the said premises contemplated under this Agreement is covered under Service Tax or such other tax which is or will be imposed by the Central/State Govt., and/or local body, the same shall be borne and paid and reimbursed by the Purchaser alone.

g) The Purchaser further shall pay to the Promoter interest at 18% p.a. on all the amounts which may remained overdue and payable by the Purchaser to the Promoter under the terms of this Agreement.



6. **COMMON AMENITIES AND FACILITIES:**

The Promoter shall provide the amenities and facilities in the said premises as per annexure 'I' annexed hereto without charging any additional consideration therefor.

7. **FORMATION OF THE SOCIETY:**

The Promoter has disclosed to the Purchaser and the Purchaser has irrevocably agreed and undertaken as under:

OMM...

९५११११	
१५	१५५

- a) that until the entire Housing Complex is completed and FSI available and TDR loadable on the said property is duly utilized by the Promoter and the entire receivable by the Promoter from all Flat Purchasers is duly received by the Promoter and all the obligations required to be carried out by the Purchaser herein and the other Purchasers of premises in the Buildings to be constructed in the said property are fulfilled by them the Promoter shall not be bound and shall not be called upon or required by the Purchaser to form the Society of the Purchasers and the Purchaser agrees and irrevocably consents not to make any such demand or raise any dispute or objection in that behalf.
- b) The allottees of rear side building meant exclusively for illegal encroachers have already form themselves into a registered Co-operative Housing Society.
- c) The Promoter shall form separate Society of front side building to be known as **"SUMEET ENCLAVE"**.
- d) The Promoter shall execute the Conveyance of the Said Property as per provisions of laws, rules and regulations and the decision of the Promoter in respect thereof shall be final and remain binding on the Purchaser and all the Purchasers in the complex.
- f) The Promoter may call upon the Purchaser and other Purchasers in the building, to take charge of maintenance of the said building. In such an eventuality it shall be obligatory and binding upon the Purchaser to co-operate in independently maintaining such building and contributing towards maintenance and payment of proportionate property tax of the particular building.
- g) As per law, rules and regulations, the Conveyance of the entire undivided said property or sub-divided property or amalgamated land under composite development is required to be executed in the name of the Apex Society/Societies of several building societies



समाप्त-१
दस्तावेज क्रमांक १६००/२०१०
१६/१५१

absence of such different building societies in the name of one Society of all the buildings to be constructed on such undivided land or respective sub-divided lands or amalgamated land as the case may be. Under the circumstances, the Promoter has made it clear to the Purchaser and the Purchaser has irrevocably agreed, accepted as binding upon him that only on completion of entire project in every respect on the said property, the Promoter can and shall legally execute the Conveyance thereof in the name of the Apex Society. The Purchaser is aware that having regards to the size of the proposed development, the completion of such project in every respect may take considerable time. Under the circumstances, the Purchaser shall not be entitled to raise and shall not raise any objection on the ground of non-execution or late execution of the Conveyance of the said property or sub-divided property or amalgamated property as the case may be.

h) The Purchaser along with the other Purchasers of premises in the said building shall join in forming and registering a Cooperative Housing Society, and for that purpose shall sign and execute from time to time all applications, forms, declarations, bye-laws and other documents necessary for formation and Registration of such Society so as to enable the Promoter to register the Society of the Purchasers of Flats and premises in the said property. It is further specifically agreed that if the Purchaser and all other Purchasers in the said Housing Complex do not extend their full co-operation in registering the Society as aforesaid, then and in that case, the Promoter shall stand absolved from its obligation to register the Society.

i) The said Housing Complex of Two Buildings shall always be known as "**SUMEET ENCLAVE**" or by such other name as the Promoter at its sole discretion may decide and the individual building shall always be known by the name assigned thereto by the Promoter. The Purchaser and other purchasers and/or the society and/or the Apex Building shall have no right to change the name of the housing complex



and/or the Apex housing complex	एपेक्स-9
प्लॉट नं. 6800/209	
90/144	

and/or the building and the said name of the housing complex and the building shall always be included while registering the Society Apex Society.

8. AGREEMENT/COVENANTS AND UNDERTAKING BY THE PURCHASER:

The Purchaser hereby expressly agrees and covenants with Promoter that:

- a) In the event of all Floors of the said proposed Building on the said property being not ready for occupation simultaneously and in the event the Promoter granting License to the Purchaser to enter upon the said Flat then and in that event the Purchaser shall not raise any objection to the Promoter on the ground of nuisance, annoyance or any other ground or reason whatsoever, for completing the construction of the remaining Floor/s or the buildings in the said property. The Promoter shall be entitled to carry out and complete the remaining of the building themselves or by assigning the same to any third party at their sole discretion.
- b) The Purchaser is aware that the Promoter proposes to allot for consideration, the stilt portion and open space as earmarked for parking. The Purchaser hereby gives his irrevocable consent for the sale and it shall not be open for the Purchaser to raise any objection by himself or by and/or through the Society as and when formed for such allotment.
- c) Provided that it does not in any way affect or prejudice the rights of the Purchaser in respect of the said premises, the Promoter at Promoter's sole discretion shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said property.
- d) Save and except the said premises hereby agreed to be purchased, the Purchaser shall have no claim, on all other



Save and except the said premises hereby agreed to be purchased, the Purchaser shall have no claim, on all other

<p style="text-align: center;">प्लॉट-१</p>
<p style="text-align: center;">विकास क्रमांक १८५००/२०१०</p>
<p style="text-align: center;">१६/५५</p>

areas including silt, terrace and open spaces around the said building and the balance portion/s of the said property including layout road, open spaces, etc., which shall always remain the property of the Promoter until the whole of the property is transferred to the Society subject to the rights of the Promoter as contained in this Agreement.

e) The Promoter has obtained a Certificate of Title of the said Owners from Damodar A. Patil, Advocate of Thane. The Promoter has further obtained Title Certificate dated 9th December, 2009, for the use of TDR from the Said Advocate Shri Damodar A. Patil, Thane, copies whereof are annexed hereto. The Purchaser has accepted the said Title Certificates and the Purchaser agrees not to raise any requisitions on or objections to the title of the said Owners and/or an authority of the Promoter to Develop the Said Property.

f) The Purchaser confirms that the Promoter has given to him free and complete inspection of documents of title and approvals from various authorities in respect of the said property including the Agreements for Development and other documents referred to hereinabove and the Purchaser confirms that only after inspecting the aforesaid document and all other approvals and being satisfied in respect thereof, the Purchaser has entered into this Agreement.

g) While accepting the possession of the said premises from the Promoter, the Purchaser shall get himself satisfied about the quality of work and providing of amenities etc., and after the Purchaser taking possession of the said premises, the Purchaser shall have no claim against the Promoter as regards the quality of the building material used for construction of the building or Amenities provided and the nature of the construction of the said premises or otherwise whatsoever.

h) In the event of Society being formed and registered before the sale and disposal by the Promoter of all the premises,



THE POWERS AND	
कानून-9	
दस्तावेजांक	१९/१५५
१९/१५५/२००९	

Handwritten signature

Handwritten signature

the authority of the Society so formed shall be subject to the overall authority and control of the Promoter in respect of all matters concerning the said building/s and Said Property. The Promoter shall have absolute authority and control as regards the unsold Flats and the sale and disposal thereof. Under such circumstances, the Promoter shall have undisputed right to sale the premises and Parking Space to any third party and to receive and appropriate the consideration thereof for them. In such eventuality, on receipt of application by such purchases, duly accompanied with requisite share money and entrance fees, it shall be binding on Purchaser and the Society to accept such Purchaser of unsold premises as member of the Society without demanding any premium, donation or like amount thereof.

i) The Stamp Duty and Registration Charges payable on this Agreement and all incidental expenses thereto shall be borne and paid by the Purchaser alone. The Purchaser shall, immediately after the execution of this Agreement, lodge this Agreement for registration with the Office of the Sub-Registrar of Assurances at Thane and inform the serial number and the date of lodgment to the Promoter to enable the Promoter to attend the office of the Sub-Registrar and to admit execution hereof.



j) The Stamp Duty and Registration charges and expenses of and concerning the execution and registration of the Conveyance to be executed shall be borne and paid by the Purchaser along with other Purchasers of flats and premises in the said property, in proportion of their respective holdings as and when demanded by the Promoter or the Society as the case may be.

k) Nothing contained in these presents shall be construed to confer upon the Purchaser any right, title and interest of any kind whatsoever into or over the said premises

and/or said **पक्ष-१**

दफ्तर नं. १
१०५५००/२०१०

२० / १५५

OMI MI

property or any part thereof such conferment shall take place only upon the execution of the Conveyance in favour of the Society to be formed.

l) The Promoter shall in respect of any amounts remaining unpaid by the Purchaser under the terms and conditions of this Agreement have a first lien and charge on the said premises agreed to be purchased by the Purchaser.

m) All notices to be served on the Purchaser as contemplated under this Agreement shall be deemed to have been duly served if posted to the Purchaser under Certificate of Posting or through Courier Services with due acknowledgement at the address given by the Purchaser and as recorded in title of this Agreement or at the address notified in writing by the Purchaser to the Promoter after execution of this Agreement.

n) It is expressly agreed that the Promoter or his Agent shall be entitled to put a hoarding and/or mobile receiving Antenna on the said building on the said property or any parts thereof and the said hoardings may be illuminated or comprised of Neon Signs and for that purpose the Promoter are fully authorised to allow temporary permanent construction or erection or installation either on the exterior of the said building or on the said property as the case may be and the Purchaser agrees not to object or dispute the same. Income derived from such hoarding and/or mobile receiving antenna shall be the income of the Promoter.

o) The Promoter shall be entitled to use the terrace including the parapet wall for any purpose including display of the advertisements and sign boards and the Purchaser shall not be entitled to raise any objections or to claim any deductions in the price of the premises agreed to be acquired by him and/or claim any compensation or damage on the



29/1/2014	29/1/2014
29/1/2014	29/1/2014
29/1/2014	29/1/2014

grounds of inconvenience or any other ground whatsoever from the Promoter.

p) Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Promoter shall not be construed as a waiver on part of the Promoter of any breach or non - compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoter.

q) The Purchaser for himself and all persons claiming through the Purchaser with the intention to bring all persons into whosever hands the premises may come, both hereby covenant with the Promoter as follows :-

q-i) From the date of possession of the said premises maintain the premises at Purchaser's own cost, in good repair and to make any tenantable repairs and condition and not to make any alterations or additions to the said premises or any portion thereof and not to do or suffer to be done anything to the staircase, lift and any passage of the building in which the said premises is situated or which may be against rules, regulations and bye-laws of the TMC or any other Competent authorities concerned. In the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequences thereof to all those who are affected by the act and/or omission by the Purchaser and/or to the TMC and/or the Authorities concerned.

q-ii) Not to change the user of the said premises for which it is being sold.



22A-9	
20800/2090	22-1/54

Handwritten signature

Handwritten signature

q-iii) Not to store in the said premises any goods which are hazardous, combustible or of dangerous nature or are so heavy so as to damage the construction or structure of the building in which the said premises is situated or storing of which goods is objectionable by the TMC or other authorities.

q-iv) Not to carry or cause to be carried heavy packages to upper floor which may damage or is likely to damage any part of the building in which the Flat is situated and in case any damage is caused on any account by the Purchaser, the Purchaser shall be liable to repair and restore it to its original position prior thereto.

q-v) Shall carry out at Purchaser's own costs all internal repairs of the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the Promoter to the Purchaser.

q-vi) Shall not do or suffer to be done anything in or to the building or said premises which may be in breach of the rules, regulations and bye-laws of the TMC and/or other authorities and the bye-laws of the Society. In the event of the Purchaser committing any act in contravention of the above-mentioned provision, the Purchaser shall be taken as in breach and shall also be responsible and liable for the consequences thereof to the concerned authority, as also to the other Purchasers if they get affected thereby.

q-vii) Not to demolish or cause to be demolished the said premises or any part thereof and not at any time make or cause to be made any addition or alteration of part thereof nor whatever nature in or to the said premises or any



or alteration of पत्रा-१ part thereof nor
०४००/२०१६
२३/५५

Handwritten signature

Handwritten signature

to make any alteration in the elevation and out side colour scheme of the building in which the said premises is situated and keep the Flat, sewers and drainage in the said premises and all appurtenances thereto in good tenantable repairs and condition so as to support, shelter and protect the other parts of the building.

q-Viii) Shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC pardsis or other structural members in the said premises.

q-ix) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the Building or any part thereof or whereby any increased premium shall become payable.

q-x) No to throw dirt, rubbish, rages, garbage or other refuse or permit the same to be thrown from the said premises in the open space surrounding the building or any part thereof or in the building common areas, install flower bed in balcony or windows.

q-xi) The Purchaser further shall not install Flower bed in balcony or windows of the said premises

q-xii) Pay to the Promoter within 7 days or demand by the Promoter proportionate share of security deposit demanded by authority for giving water, electricity or any other service or amenities in connection with the said premises.

q-xiii) To bear and pay increase in local taxes, water charges, insurance, levy, cess duty, etc., which are imposed by the TMC and/or Government and/or other public authority, on account of any action/inaction by the Purchaser or otherwise as is applicable from time to time.



पत्र नं. १
प्राप्तकर्ता का नाम ०४२००/२०१६
२२६/५५

Handwritten signature or initials in blue ink.

q-xiv) Shall not let, sub-let, transfer, assign or part with Purchasers' interest or benefit under this Agreement or part with the possession of the said premises until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and after the Purchaser has obtained in writing the specific No Objection from the Promoter for such transfer and sale etc.

q-xv) Shall observe and perform all the rules and regulations that are communicated by the Promoter from time to time till the Promoter are in management and upon the Society taking over management, to observe and perform the rules of the Society adopted at its inception and any additions, alterations or amendments thereof that may be made from time to time, for protection and maintenance of the building and flats therein and to observe and perform the Building Rules Regulations and Bye-laws for the time being of the Government in force.



q-xvi) Shall observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said premises and pay and contribute regularly and punctually towards the outgoings in accordance with the terms of this Agreement.

q-xvii) Till Conveyance is executed the Purchaser shall permit the Promoter and all persons authorised by the Promoter at all reasonable times, to enter into and upon the said premises and building or any part thereof to view and examine the state and condition thereof.

Handwritten signature

Handwritten signature

पत्ता-१	
पत्ता क्रमांक	108/00/12090
24/1/94	

q-xviii) Shall not demand partition of Purchaser's interest in the said building and/or said property, Purchaser's interest in the said property being impartible.

9. **DATE OF POSSESSION:**

It is expressly agreed that the possession of the said Flat will be endeavored to be handed over by the Promoter to the Purchaser by March/April 2011, PROVIDED the Promoter has received full purchase consideration of the said premises and all other amounts payable by the Purchaser to the Promoter under this Agreement as also the Promoter has received all such amounts from other Purchasers strictly as per time schedule and provided the construction by the Promoter is not delayed on account of non-availability of steel, cement and other building materials, water or electric supply and any act of God, Civil Commotion, Riots or any notice, order, rule or notification of the Government and/or other public body and/or Competent Authority and/or any individual resulting in stopping or disturbing the construction schedule of the Promoter and there is no delay in issuance of Occupation Certificate by TMC and/or Planning Authority and there are no circumstances beyond the control of the Promoter. Non payment of consideration and of dues by the Purchaser and other Purchasers of premises in the Building strictly as per time schedule stipulated in their respective Agreements shall be construed as one of the circumstances, beyond the control of the Promoter. Subject to above, if the Promoter for any other reasons is unable to give possession of the said premises by the date stipulated hereinabove then the Promoter agrees that the Promoter shall be liable on demand by the Purchaser to refund to the Purchaser the amounts already received by them in respect of the said premises without interest as also without any deduction of any amount therefrom. Till the entire amount as stated is refunded by the Promoter to the Purchaser, subject to prior encumbrances if any, such amount shall have charge on the said premises only, but not on the said property. It is agreed that upon refund of the said amount as stated hereinabove, the Purchaser shall have no right, title, interest, claim, demand or



दस्तावेज क्रमांक 28/144	दस्तावेज क्रमांक 28/144
दस्तावेज क्रमांक 28/144	दस्तावेज क्रमांक 28/144

dispute of any nature whatsoever either against the Promoter or against the said premises or against the said property in any manner whatsoever and the Promoter shall be entitled to deal with or dispose off the said premises to any person or party as the Promoter may desire at their absolute discretion.

10. **PROMOTER TO CONVEY:**

a) By and under authenticated Power of Attorneys dated 17th June, 2003, executed by the Said Owners in favour of Said M/s. Siddhi Enterprises and substituted Power of Attorney dated 28th August, 2008, executed by said M/s. Siddhi Enterprises and in favour of Promoter, the Promoter are authorized to on behalf of, in the name of and for the Said Owners and Said M/s. Siddhi Enterprises to execute the Conveyance of the Said Property. As such, subject to terms of this Agreement and similar Agreements with other Purchasers being fulfilled, the Promoter shall execute the Conveyance in respect of the said property on the basis of Said Power of Attorney. All costs, charges, expenses by way of Stamp Duty and Registration Fee and all other expenses whatsoever required to be incurred shall be borne and paid by the Purchaser alone along with other Purchasers of premises on pro-rata basis. The contribution and amount demanded by the Promoter for such expenses shall be binding upon the Purchaser and the Purchaser shall not object to or oppose or dispute the same in any manner whatsoever.

b) Advocate of the Promoter shall prepare the Conveyance and all other documents to be executed in pursuance of this Agreement and all costs, charges and expenses including stamp duty, registration charges and other expenses in connection with formation and registration of Society, the preparation and execution of the Conveyance or other documents shall be borne and paid by the Purchaser and all the Purchasers in the said property in proportion to the area of their respective premises. If any of the Purchasers commit



दस्तावेज क्रमांक	२१०/१५५
दिनांक	०६/०८/२००९
दस्तावेज क्रमांक	२१०/१५५

Handwritten signature

Handwritten signature

payment, the Promoter shall not be liable or responsible for resultant delay in execution of the Conveyance.

11. **MEANING OF WORDS IN THE AGREEMENT :**

In this Agreement unless context otherwise implies:

- a) The expression defined herein shall have the respective meaning assigned to them.
- b) The singular wherever used shall include plural and vice-versa.
- c) The masculine/neutral gender used herein shall include male/feminine and/or neutral gender as the case may be wherever applicable.

12. **SEVERABILITY OF CLAUSES OF AGREEMENT :**

It is specifically agreed by and between the parties hereto that if any provision hereof shall be held invalid, illegal or unenforceable in law, then, in that event the entire Agreement shall not be treated void-ab-initio and, in such case, such of the other clause or clauses or part of the clause or clauses or part of this Agreement shall be severed from such invalid, illegal and unenforceable Agreement and the Agreement to the extent it is severed shall remain in force and effect.



13. **APPLICABILITY OF MOFA :**


This Agreement shall always be subject to the provisions contained in the MOFA and Maharashtra Ownership Flats Rules, 1963 and any other provisions of law applicable thereto.

14. **MISCELLANEOUS :**

- a) The titles of the clauses are for ease of reference only and shall not control or affect the meaning or construction of provision hereof.

Handwritten signature

Handwritten signature

<p>  201/59 </p>	<p> २०१/५९ १५६८००/२०१६ २०१५-१९ </p>
--	---

- b) Print and electronic media advertisement, the brochure, layout display plan, model of project, perspective and such other sale promotional and publicity literature shall be informative in its nature and subject to change from time to time without notice and shall not constitute part of this contract and shall not be enforceable against the Promoter.

FIRST SCHEDULE ABOVE REFERRED TO

PART A

All THAT piece or parcel of Plot of land adm. 3955.92 Sq. Mtrs., bearing Final Plot No.340 under Town Planning Scheme No.1 (Final) situated at Sant Dryaneshwar Marg, Village Panchpakhadi, Thane, Taluka and District Thane, Registration District and Sub-District of Thane and within the limits of Thane Municipal Corporation.

PART 'B'

Together with TDR as under :-

Sr.	Date of Agreement	DRC No. & Date	TDR
1.	2 nd Dec., 2008	Folio No. TDR/2 /Res. No.03/42/05 Certificate No. Reservation 059 Dated 23.08.2007	330
2.	4 th Dec. 2008	FolioNo. TDR/2 /Road/68/2006 Certificate No. Road 130 dated 3 rd Nov., 2008	330
3.	17 th Oct., 2009	Folio No. TDR/2 /Const. Amenity (Res) Housing for Dishoused and	855



एनए-१	
दस्तावेज क्रमांक	४४००/२००९
२९/११	

(Handwritten signature)

(Handwritten signature)

Transit Camp Res.

No.3 Certificate No.

Reservation 003

Dated 24.09.2009

1585

=====

SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT premises being Flat admeasuring 1117 Sq. Ft., equal to 103.77 sq. mtr. Carpet area (including Balcony, Cupboard, Doorsills, Dry Balcony etc.) bearing Flat No. ~~1402~~ on ~~14th~~ Floor of the building B/1 under construction and to be known as "SUMEET ENCLAVE".

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

SIGNED AND DELIVERED By the }

withinnamed the "PROMOTER" }

M/S. VEDANT CONSTRUCTIONS, }


Through its Partner : }



SHRI RAMESH MARUTI BHEKARE }

For VEDANT CONSTRUCTION

in the presence of }


Partner

1. *S G & U & V*

2. *N. S. Vaze*

प्लॉट-9
रजि. क्रमांक 18000/20090
30/04

SIGNED AND DELIVERED By the }
withinnamed the "PURCHASER" }
}

MR. BHAGWAN M. SAMBRE }

in the presence of ... }
... }
... }



Handwritten signature

1. *S. G. Vark*

2. *N. S. Vark*

RECEIPT

RECEIVED of and from the withinnamed Purchaser, a sum of Rs. 5,00,000/-
(Rupees Five Lakh only) being the amount of earnest money expressed to have
been paid within by Cheque no. 030976 dated 24/8/2014 drawn on
MAHARASHTRA GODAVARI GRAMIN BANK LTD. as per these
presents.



I SAY RECEIVED RS 5,00,000/-

1. *S. G. Vark*,

For M/s. Vedant Construction

2. *N. S. Vark*

Handwritten signature

Partner
PROMOTER.

एतद-१
दस्तावेज क्रमांक ०६०००/२०१०
३१/५५

मालमत्ता पत्रक

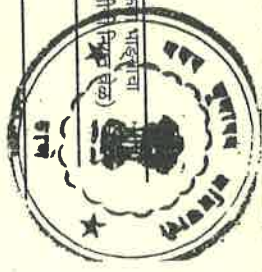
ग/मा/जे - - दि.पी.नं.१

जालुका/न.शु.मा.का. - - ठाणे

जिल्हा - - ठाणे

पुस्तक / का. वॉ. नं. पेट नंबर प्लॉट नंबर क्षेत्र वी.पी. धारणीधिकार

शासनाला दिलेल्या आकाराणीचा किं. भाड्याचा तपशील आणि त्याच्या पेट तपसणी



३४० - ३४० चौ.मिटर ३९५५.९२

धिकार

चा मुळ धारक श्रीमती जोसेफिन मदील्डा परेरा.

र

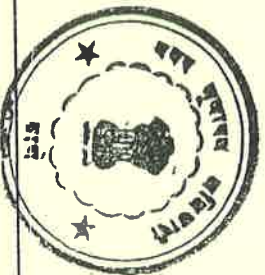
धर

शेरे

क्र	व्यवहार	खड क्रमांक	नविन धारक (धा) पट्टेधार (प) किंवा धार (भा)	साक्षकन
२५/०४/२००३	वारसाने अर्ज, मुल्यूचा दाखला जबाब यावरून श्रीमती जोसेफिन मदील्डा परेरा हा मयत सबब नाव कमी व वारसाची नावे दाखल केली.	S.I.	[धा] १)श्री डीनियल फिलिप्स परेरा २)श्री फ्रान्सीस जॉन परेरा [३] व्हीलफ्रेड लॉरेन्स परेरा [४] फ्रेडी परेरा ५)ईव्हा रोझ परेरा.	क.सं.क्र. ३०४/०३ प्रमाण २५/०४/२००३ न.शु.अ. ठाणे
२५/०४/२००३	वारसाने श्री व्हीलफ्रेड लॉरेन्स परेरा मयत सबब नाव कमी केले व वारसाची नावे दाखल केली.	S.I.	[धा] [१] राणी परेरा] [२]सविओ परेरा [३]सुजिता परेरा [४] सिरान परेरा] श्रीम.फ्रेडी परेरा दि. २१/०९/९० रोजी मयत इकडील आदेश क्र. न.शु.ठाणे/प.शु. २/१६०/२००३ दि. २५/०४/२००३ ने नाव कमी केले	क.सं.क्र. ३०४/०३ प्रमाण २५/०४/२००३ न.शु.अ. ठाणे
२२/०५/२००३	खराने श्री डीनियल फिलिप्स परेरा २)फ्रान्सीस जॉन परेरा ३)ईव्हा परेरा ४)राणी परेरा ५)सविओ परेरा ६)सुजिता परेरा ७)सिरान परेरा यांचे कडून	S.I./ रजि.दस्त क्र. ४५२९/९५.	[H] मे.ए.एम डेव्हलपर्स तर्फे श्री अन्वर कासम.	क.सं.क्र. ३२४/०३ प्रमाण २४/०५/२००३ न.शु.अ. ठाणे

तपसणी करणारा -

खरी नककल -



नवकल तपसणी करणारी
प्रमुख निधिकारी
नगर प्रशासन अधिकारी
ठाणे.

टनन-१

(पान नं.- 1)

दस्त क्रमांक ०४४०००/२०१०

३२/१४५



प्रकारण कार्यालय, जिल्हाधिकारी व सक्षम प्राधिकारी ठाणे नगरी संकुलन ठाणे व कुलना सभोवतालील ८ कि.मि.परिसर ठाणे यांचे न्यायालयात.

:- युएलसी/टिए/टे.नं.१/ठाणे/एसआर-८०९

निकालाचा दिनांक :- २३/२/२००४

विवरणपत्र धारकाचे नांव व पत्ता :- एम.हेखलपर्सचे भागीदार शमशुद्दीन कासम व इतर ३ मीजे-पांचपाखाडी, ता.जि.ठाणे

आ दे श :-

ज्याअर्थी मीजे-पांचपाखाडी ता.ठाणे हे गाव नगरी समुहाचे १ कि.मि. परिघस्त क्षेत्रात समाविष्ट असून, सदर गावासाठी नगरी जमिन कमाल धारणेची तरतूद लागू असल्यामुळे मं.ए.एम.हेखलपर्स तर्फे भागीदार श्री.अन्वर शमशुद्दीन कासम रा.ठाणे यांनी नगरी जमिन कमाल धारणा अधिनियम १९७६ चे कलम ६(१) खाली दिनांक ४/८/२००३ रोजी विवरणपत्र दाखल केले आहे. विवरणपत्रांत नमुद केलेल्या क्षेत्राचा तपशिल पुढील प्रमाणे आहे.

जमिनीचे वर्णन

गावाचे नांव
पांचपाखाडी

अंतिम भूखंड क्रमांक
३४०



२/- ज्याअर्थी या कार्यालयाचे परिरक्षण भूमापक यांनी समक्ष जागेवर जावून, स्थळपहाणी करून दिनांक २९/९/२००३ रोजी स्थळदर्शक अहवाल सादर केलेला आहे. त्यामध्ये त्यांनी असे नमुद केले आहे की, अंतिम भूखंड क्र.३४० या जमिनीवर ठाणे एस.आर.७४३ मधील नकाशांत दर्शविले प्रमाणे आज रोजी अनधिकृत झोपड्या आहेत. सदर जमिनीस अदृषिक परधानगी घेतलेली नसल्याने जागेवरील बांधकामे अनधिकृत आहेत असे त्यांनी अहवालांत नमुद केलेले आहे.

३/- कलम ६(१) नुसार दाखल केलेल्या विवरणपत्राची चौकशी व छाननी कलम ८ चे उपकलम १ व २ नुसार तयार करण्यात येवून कलम ८(३) नुसार प्रारूप विवरणपत्र तयार करण्यात आले. सदर विवरणपत्राची प्रत विवरणपत्रधारक

टक्का-१
दस्ता क्रमांक ०४१००/२००९०
३३ / ५५

यांना दिनांक ८/१०/२००३ रोजी विहित नमुन्यातील नोटीस संबंधितांवर बजाविणेत आली असून, त्याबाबत काही आक्षेप/हरकती असल्यास त्या नोटीस मिळाले पासून ३० दिवसांचे आत दाखल करणेबाबत समज देण्यांत आली. सदरचे नोटीसीला विवरणपत्रधारक यांनी दिनांक १४/१०/२००३ रोजीचे पत्रान्वये घालीलप्रमाणे उत्तर सादर केलेले आहे.

आपले कार्यालयाकडील कलम ८(३) ची नोटीस आम्हाला प्राप्त झालेली असून त्यामध्ये मंजूर केलेला एक हिस्सा आम्हाला मान्य नाही. सदरची जमिन आम्ही भागीदारी संस्था नोंदणीकृत कर्यानांतर खरेदी केलेली आहे. सादरची जमिन खरेदी करण्यापूर्वी आपले कार्यालयाकडून कलम २६(२) नुसार हस्तांतरण परवानगी घेतलेली आहे. तथापि आम्ही सर्व सहभागधारक हिश्यास पात्र प्रत्येकी स्वतंत्र हिस्सा मंजूर करण्यांत यावा. तसेच सदरचा खुलासा सविस्तर कर असल्याने आम्हाला सुनावणीची आवश्यकता वाटत नाही. तरी सदरचे आमचे निवेदन विचारांत घेण्यांत यावे.

४/- ज्याअर्था विवरणपत्रधारक यांनी कलम ८(३) चे नोटीशीचे उत्तरामध्ये आम्हाला प्रकरणे सुनावणीची आवश्यकता वाटत नाही असे नमुद केल्याने त्यांना सुनावणी देण्यांत आलेली नाही.

५/- मौजे-पांचपाखाडी येथील अंतिम भूखंड क्रमांक ३४० क्षेत्र ३९५५.९२ चौ.मि. ही जमिन मे.ए.एम.डेव्हलपर्स तर्फे श्री.अन्वर कासम यांनी दिनांक २०/५/१९९५ रोजीचे नोंदणीकृत खरेदी खतान्वये श्री.डॅनिमल किलीप्स परेरा व इतर ६ यांचेकडून खरेदी केलेली असून दिनांक १२/५/२००३ रोजी मे.ए.एम.डेव्हलपर्स तर्फे श्री.अन्वर कासम यांचे नाव प्रॉपर्टी कार्डाला नोंद झालेले आहे.

६/- मौजे-पांचपाखाडी येथील अं.भू.क्र.३४० क्षेत्र ३९५५.९२ चौ.मि. ही जमिन मे.डेव्हलपर्सचे भागीदार श्री.अन्वर कासम व इतर यांनी हस्तांतरण करणांपुढी मूळ जमिन मालक श्री.डॅनिमल किलीप्स परेरा व इतर यांनी या कार्यालयास नमूद जमिन कमाल धारणा अधिनियमाचे कलम २६(१) नुसार नोटीस दिलेली होती. सदर नोटीसनुसार जमिन मालक यांचे नावे या कार्यालयाने दिनांक ७/२/२००३ रोजी जमिन हस्तांतरण करणे बाबत ना हरकत दाखला पारीत केलेला आहे.

७/- विवरणपत्रधारक यांनी मौजे-पांचपाखाडी ठाणे येथील अं.भू.क्र.३४० मध्ये बांधकाम असलेबाबत व तेशे लोक रहात असलेबाबत ठाणे महानगरपालिका यांचेकडील सन १९९२-९३ च्या कर आकारणीच्या पावत्या सादर केलेल्या आहेत. सदर पावत्याची या कार्यालयाचे परिरक्षण भूमापक यांनी समक्ष दिनांक २१/२/२००४ रोजी समक्ष जागेवर जावून पडताळणी केली असून त्याबाबत अहवाल सादर



दस्तावेज क्रमांक	२०४७०/२०१०
१४८/१५५	

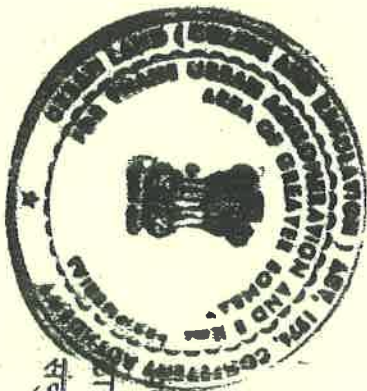
कलंगा आहे. त्यामध्ये त्यांनी असे नमुद केले आहे की, अं.भू.क्र. २४० मधील चार्कीना वाडकर कॉलनी पांचपाखाडी असे नाव असून, जागेवर तसा कॉलनीचे नावाचा फलक आहे, तसेच तेथे लोक रहात आहेत.



८/- वरील सर्व परिच्छेदावरून असे स्पष्ट होते की, अंतिम भूखंड क्रमांक २४० ही जागा पूर्णपणे बांधकामाने व्यापलेली आहे. सदर जागेवर असलेली बांधकामे जुनी असून ती अनाधिकृत वा अधिकृत याबाबत निर्णय घेताना तेथे राहात असल्याचा रडिवाशांना तेथील जागेवरून हटविता येणे शक्य नाही. ही बाब नजरेआड करता येणारी नाही. भविष्यात सदर भूखंड विकसित करताना तेथे राहात असलेल्या रडिवाशांच्या विनास बाधा पोहोचत नसल्यामुळे सदर भूखंडाचे संपूर्ण क्षेत्र बिनमोकळे समजण्यात येत आहे.

आ दे श :-

उपरोक्त वस्तुस्थिती विचारात घेता विवरणपत्रधारक यांनी धारण केलेले संपूर्ण क्षेत्र हे 'मोकळी जमिन' या संज्ञेत समाविष्ट होत नसल्याने सदर क्षेत्रास नागरी जमिन कमाल धारणा अधिनियमाच्या तरतूदी लागू होत नाहीत. त्यामुळे विवरणपत्रधारक यांनी दाखल केलेले विवरणपत्र निकाली काढण्यात येत आहे.



पर जिल्हाधिकारी व सक्षम प्राधिकारी यांचे नागरी संकुलन व बृहन्मुंबई नागरी संकुलना सभोवतालील ८ कि.मि.

(व.अ.सपकाळ) 23/2/02



प्रति,

एम.डॅक्लवर्सचे भागीदार शमशुद्दीन कारम व इतर ३
मौजे-पांचपाखाडी, ता.जि.ठाणे

टनल-१
दस्ता क्रमांक ४०००/२०१०
४५५ ५५

जिल्हाधिकारी कार्यालय ठाणे
दिनांक 2 JUL 2008

वाचते :-

- १) मे. ए. एम. डेक्कलपर्स तर्फे श्री. अन्वर कासम यांचे कु.मु. श्री. रमेश मारुती भेकरे, मे. सिध्दी डेक्कलपर्सचे भागीदार, रा. संभाजी स्मृती जुना मुंबई-पुणे रोड, सहयाद्री सो.जवळ,कळवा (प.) ठाणे यांचा दि. १८/६/२००८ रोजीचा अर्ज.
- २) अपर जिल्हाधिकारी व सक्षम प्राधिकारी ठाणे नागरी संकुलन ठाणे यांचेकडील आदेश १)क्र.युएलसी/टिप्टे-१/ठाणे/एसआर-७४३ दिनांक ८/६/२०००
२)क्र.युएलसी/टिप्टे-१/ठाणे/एसआर-८०९ दिनांक २३/२/२००४
ठाणे महानगरपालिका, यांचे कडील मंजूर विकास बांधकाम परवानगी क्र.व्हीपी नं. २००५/९१ /टीएमसी/डीडी/१६२ दिनांक १८/६/२००८
- ३) ठाणे महानगरपालिका यांचेकडील ताबा पावती क्र. ठामपा./शविचि/८०८ दिनांक २७/५/२००८ दिनांक २१/६/२००८ रोजीच्या दैनिक ' महाराष्ट्र जनमुद्रा ' मध्ये प्रसिध्द केलेला जाहीरनामा अर्जदार यांचे दिनांक २३/६/२००८ रोजीचे शपथपत्र व बांधपत्र तसेच कुळमुखत्याधारक यांचे दिनांक १८/६/२००८ रोजीचे सत्यप्रतिज्ञापत्र



दिनांक :-

ज्या अर्थी, मे. ए. एम. डेक्कलपर्स तर्फे श्री. अन्वर कासम यांचे कु.मु. श्री. रमेश मारुती भेकरे, मे. सिध्दी डेक्कलपर्सचे भागीदार, रा. संभाजी स्मृती जुना मुंबई-पुणे रोड, सहयाद्री सो.जवळ,कळवा (प.) ठाणे यांनी ठाणे जिल्ह्यातील ठाणे तालुक्यातील मौजे- पांचपाखाडी, येथील अंतिम भुखंड क्र. ३४० मधील क्षेत्र ३९५५-९२ चौ.मी. मधील जमीनीची रहिवास व वाणिज्य या विंगर शेतकी प्रयोजनार्थे वापर करण्याची परवानगी मिळण्याबाबत अर्ज केलेला आहे.

आणि ज्या अर्थी दि. २१/६/२००८ रोजी अर्जदार यांनी दैनिक ' महाराष्ट्र जनमुद्रा ' या स्थानिक वृत्तपत्रात जाहिरनामा प्रसिध्द करण्यात आला होता. त्या अनुषंगाने या कार्यालयात विहित मुदतीत एकही तक्रार /हरकत या कार्यालयास प्राप्त झालेली नाही.

त्या अर्थी आता महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम ४४ अन्वये जिल्हाधिकारी ठाणे यांच्याकडे निहित करण्यात आलेल्या अधिकारयाचा वापर करून जिल्हाधिकारी याद्वारे मे. ए. एम. डेक्कलपर्स तर्फे श्री. अन्वर कासम, रा. ठाणे, ता जि ठाणे यांना ठाणे महानगरपालिका मधील मौजे- रहींवास व ४१५-२६ चौ.मी. क्षेत्राची वाणिज्य या विंगर शेतकी प्रयोजनार्थे वापर करण्याबाबत मुदत ठरविण्यात येईल अंतिम भुखंड क्र. ३४० क्षेत्र ३९५५-९२ चौ.मी. क्षेत्रावैकी २४४७२० चौ.मी. क्षेत्रावर शतीवर अनुज्ञा (परमीशन) देण्यांत येत असून ठाणे महानगरपालिकेकडून मंजूर केलेल्या बांधकाम नकाशानुसार खालील क्षेत्रावर बांधकाम अनुज्ञेय नाही.

१. आर. जी.

५९३-३९ चौ.मी.



त्या शर्ती अशा:-

१. ही परवानगी अधिनियम त्याखालील केलेले नियम यांना अधिन ठेवून देण्यात आलेली आहे. ठाणे महानगरपालिकेच्या दिनांक १८/६/२००८ च्या परवानगीतील सर्व अट्टवलकर १
२. अनुज्ञाप्राप्ती व्यक्तीने (प्रॅटिने) अशा जमीनीचा वापर व त्यावरील इमारतीच्या आणि किंवा अन्य बांधकामाचा उपयोग उक्त जमीनीचा ज्या प्रयोजनार्थे उपयोग करण्यास परवानगी देण्यात आली असेल त्या प्रयोजनार्थे केवळ केला पाहिजे. आणि त्याने अशी जमीन किंवा तिचा कोणताही भाग किंवा अशी इमारत यांचा इतर कोणत्याही प्रयोजनार्थे जिल्हाधिकारी ठाणे यांच्याकडून तशा अर्थाची आगाऊ लेखी परवानगी मिळविल्याशिवाय वापर करता कामा नये. इमारतीच्या वापरावरून जमिनीचा वापर ठरविण्यांत येईल.
३. अशी परवानगी देणा-या प्राधिका-याकडून अशा भूखंडाची किंवा त्यांचे जे कोणतेही उपभूखंड करण्या बाबत मंजूरी मिळाली असेल त्या उपभूखंडाची आणखी पोट विभागणी करता कामा नये.

दस्तावेज क्रमांक	०४५००/२०१०
दिनांक	१८/६/२००८

[Handwritten Signature]

[Handwritten Mark]

४. अनुज्ञाप्राप्ती व्यक्तीने (अ) जिल्हाधिकारी व संबंधित नगरपालिका प्राधिकरण यांचे समाधान होईल अशा रीतीने अशा जमीनीत. रस्ते,गटारे वगैरे बांधून आणि (ब) भूमापन विभागा कडून अशा भूखंडाची मोजणी व त्यांचे सीमांकन करून ती जमीन या आदेशाच्या तारखे पासुन एक वर्षाच्या आंत मंजूर आराखडया प्रमाणेच काटेकोरपणे विकसित केली पाहिजे. आणि अशा रीतीने ती जमीन विकसित केली जाई पर्यंत त्या जमीनीची कोणत्याही रीतीने विल्हेवाट लावता कामा नये.

५. अनुज्ञाप्राप्ती व्यक्तीस असा भूखंड विकायचा असेल किंवा त्यांनी इतर प्रकारे विल्हेवाट लावायची असेल तर अशा अनुज्ञाप्राप्ती व्यक्तीने तो भूखंड या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीचे पालन करूनच विकणे किंवा अशा शर्तीनुसारच त्याची अन्य प्रकारे विल्हेवाट लावणे आणि त्यांचे निष्पादित केलेल्या विलेखात तसा खास उल्लेख करणे हे त्यांचे कर्तव्य असेल.

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



प्रस्तावित बांधकाम हे नकाशात दर्शविलेल्या मजल्या पेशा जास्त मजल्याचे असू नये.

७. प्रस्तावित इमारत किंवा कोणतेही काम (असल्यास) त्यांच्या बांधकामास सुरुवात करण्यापूर्वी अनुज्ञाप्राप्ती व्यक्तीने (ट्रॅट्तीने) ठाणे महानगरपालिका यांची असे बांधकाम करण्याविषयाची आवश्यक ती परवानगी मिळविणे हे अशा व्यक्तीवर बंधनकारक असेल.

८. अनुज्ञाप्राप्ती व्यक्तीने सोबत जोडलेल्या नकाशात दर्शविल्याप्रमाणे सीमांतिक मोकळे अंतर (ओपन मार्गिनल डिस्टेंस) सोडले पाहिजे.

९. या आदेशाच्या दिनांका पासून एक वर्षाच्या कालावधीत अनुज्ञाप्राप्ती व्यक्तीने अशा जमीनीचा विंगर शेंती प्रयोजनासाठी वापर करण्यास सुरुवात केली पाहिजे. मात्र वेळोवेळी असा कालावधी वाढविण्यात आला असेल तर ती गोष्ट अलाहिदा. अनुज्ञाप्राप्ती व्यक्तीने उपरोक्त बांधकामास सुरुवात केल्यास ही परवानगी रद्द करण्यांत आली असल्याचे समजण्यांत येईल.

१०. अनुज्ञाप्राप्ती व्यक्तीने अशा जमीनीचे विंगर शेतकी प्रयोजनार्थ वापर करण्यास सुरुवात करून दिनांका पासून सुरुवात केली असेल किंवा ज्या दिनांकास त्याने अशा जमीनीच्या वापरात बदल केला असेल तर तो दिनांक त्याने एक महिन्याच्या आंत तलाठया मार्फत ठाणे तहसिलदारस कळविले पाहिजे. जर तो असे करण्यास चुकले तर महाराष्ट्र जमीन महसूल (जमीनीच्या वापरान्विले) अधिनियम, १९६९ बिनारशेतकी आकारणी) नियम १९६९ मधील नियम ६ अन्वये त्याच्यावर कायवाढ असा अनुज्ञाप्राप्ती पात्र ठरेल.



११. सदरहू आदेशाच्या दिनांकापासून सदर अनुज्ञाप्राप्तीने त्या जमिनीच्या संबंधात दर चौ.मी. मागे ४-७७-६ रुपये दराने विंगर शेतकी आकारणी दिली पाहिजे. किंवा परवानगीच्या तारखेच्या पूर्वलक्षी प्रभावाने अथवा त्यानंतर अंमलात येणारे बिनशेंती दराने बिनशेंती आकार देणे बंधनकारक राहिल. अशा जमिनीच्या वापरात कोणत्याही प्रकारचा बदल करण्यात आला तर त्या प्रसंगी निराळया दराने विंगर शेतकी आकारणीच्या हमीची मुदत अजून समाप्त कावायाची गोष्ट विचारात घेण्यांत येणार नाही.

१२. सदर जागेची अती तातडीची मोजणी फी रक्कम रु. ७५००/- (अक्षरी रु. सात हजार पाचशे साठ) चलन क्र. ५४१/२००८ (भारतीय स्टेट बँक शाखा ठाणे चलन क्र. ००२४) दिनांक १/७/२००८ अन्वये शासन जमा केली आहे

दर क्रमांक	७४००/२०१०
दर क्रमांक	७४००/२०१०
दर क्रमांक	७४००/२०१०

(Handwritten signature)

(Handwritten mark)

१३. भूमिपत्र विभागाकडून जमीनीची मोजणी करण्यांत आल्या नंतर अशा जमीनीचे जितके क्षेत्रफळ आढळून येईल तितक्या क्षेत्रफळानुसार या आदेशात आणि सनदीमध्ये नमूद केलेले क्षेत्र तसेच बिगरशेतकी आकारणी यांत बदल करण्यांत येईल.

१४. मंगूर गांभीच्या बिगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून एक वर्षाच्या कालावधीत अनुज्ञाप्रीने अशा जमीनीवर आवश्यक ती इमारत बांधली पाहिजे. अन्यथा सदरहू आदेश रद्द ममजगण्यांत येईल. व अनुज्ञाप्राप्ती यांना अकृषिक परवानगीसाठी नव्याने अर्ज सादर करावा लागेल.

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

अनुज्ञाप्राप्ती व्यक्तीने आजुबाजुच्या परिसरांत अस्वच्छता व घाण निर्माण होणार नाही अशा रीतीने आपल्या स्वतःच्या खर्चाने आपली पाणीपुरवठ्याची व सांडपाण्याचा नियरा करण्याची व्यवस्था केली पाहिजे.

१७. जमीनीच्या बिगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून एक महिन्याच्या कालावधीत अनुज्ञाप्राप्ती व्यक्तीने महाराष्ट्र जमीन महसूल (जमीनीच्या वापरात बदल व बिगरशेतकी आकारणी) नियम १९६९ यातील अनुसूची पाच मध्ये दिलेल्या नमुन्यात एक सनद करून देऊन तील या आदेशातील सर्व शर्ती समाविष्ट करणे न्याय बंधनकारक असेल.

१८अ. या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीपैकी कोणत्याही शर्तीचे अनुज्ञाप्राप्ती व्यक्तीने उल्लंघन केल्यास उक्त अधिनियमाच्या उपबंधान्वये असा अनुज्ञाप्राप्ती ज्या कोणत्याही शास्तीस पात्र ठरेल त्या शास्तीस बाधा न येऊ देता ठाण्याच्या जिल्हाधिका-यास तो निर्दिष्ट कोष दंड आणि आकारणी भरल्यानंतर उक्त जमीन किंवा भूखंड अर्जादाराच्या ताब्यात ठेवण्यात येईल असा अधिकार असेल.

१८ब. वरील खंड अ) मध्ये काहीही अंतर्भूत असले तरीही या परवानगीच्या तरतूदीपैकी कोणत्याही शर्तीचे उल्लंघन झाले किंवा बांधकाम उभे करण्यांत आले असेल किंवा तरतूदी विरुद्ध या रीतीने उभारलेली इमारत काढून टाकण्या विषयी किंवा तीत फेरबदल करण्याविषयी ठाण्याच्या जिल्हाधिका-याने निर्देश देणे विधी संमत असेल. तसेच ठाण्याच्या जिल्हाधिका-याला अशी इमारत किंवा बांधकाम काढून टाकण्याचे किंवा तीत फेरबदल करण्याचे काम करवून घेण्याचा किंवा त्या प्रीत्यर्थ आलेला खर्च अनुज्ञाप्राप्ती व्यक्तीकडून जमीन महसूलाची थकबाकी म्हणून वसूल करून घेण्याचा अधिकार असेल.

१९. दिलेली ही परवानगी मुंबई कुळवहिवाट व शेतजमीन अधिनियम १९४८, महाराष्ट्र ग्रामपंचायत अधिनियम आणि नगरपालिका अधिनियम इ.सारख्या त्या वेळी अंमलात असलेल्या इतर कोणत्याही कायद्याचे कोणतेही उपबंध प्रकरणाच्या अन्य संबंधित बाबींच्या बाबतीत लागू होतील. त्या उपबंधाच्या अधिन असेल.

२०. अनुज्ञाप्राप्ती यांनी बिगरशेतकी आकारणीच्या पाचपट रक्कम रु. १,००,१३१/- (अक्षरी रु. एक लाख एकशे एकतीस मात्र) रुपांतरित कर (कन्व्हर्शन टॅक्स) म्हणून इकडील कार्यालयास देण्यात येईल. क्र. ८१/०८ (भारतीय स्टेट बँक शाखा ठाणे चालन क्र. ३०९२९१) दि. १/७/२००८ अन्वये सरकार जमा केली आहे.

टक्का-१
(अक्षरी रु. एक लाख एकशे एकतीस मात्र) रु. १,००,१३१/-
क्र. ८१/०८ (भारतीय स्टेट बँक शाखा ठाणे चालन क्र. ३०९२९१) दि. १/७/२००८ अन्वये
३८१ ५५५

२१. अनुज्ञाप्राप्ती यांनी ठाणे महानगरपालिका यांचे कडील मंजूर नकाशावरहुकुमच बांधकाम केले



Handwritten signature

Handwritten mark

अनुज्ञाप्राप्ती यांनी ठाणे महानगरपालिका यांचे कडिल बांधकाम नकाशा व्यतिरिक्त जादा बांधकाम केल्यास अग्न बांधकामा मध्ये बदल करून जादा वटईक्षेत्र निर्देशांक वापरल्यास अनुज्ञाग्राही हे महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ चे कलम ५२ अन्वये फौजदारी स्वरुपाचा गुन्हा दाखल करण्यास पात्र राहतील व असे जादा बांधकाम दूर करण्यास पात्र राहिल.

२३. अर्जदार यांनी जागेच्या मालकी हक्काबाबत जागेवर येणेजाणेसाठी रस्ता असलेबाबत,कूळमुखत्यार पत्राचे वैधतेबाबत सदर जागेबाबत कोणत्याही न्यायालयात दावा प्रलंबित नसलेबाबत प्रतिज्ञालेख दिनांक १८/६/२००८ रोजी दिलेला आहे. सदर प्रतिज्ञालेखातील सर्व अटी व शर्ती अनुज्ञाप्राप्ती वर बंधनकारक राहतील. सदर प्रतिज्ञापत्रातील अटी व शर्ती पैकी एकाही अटीचे उल्लंघन झालेस दिलेली परवानगी रद्द होईल.

२४. जागेच्या भुसंपादनबाबत काही प्रश्न उद्भवल्यास त्याचे निरसन करणेची जबाबदारी सर्वस्वी अनुज्ञाप्राप्ती यांचेवर राहिल. तसेच भविष्यात काही क्षेत्र संपादन केल्यास तेवढे क्षेत्र सोडून घावे लागेल.

२५. अर्जदाराने सादर केलेली कागदपत्रे खोटी अथवा दिशाभूल करणारी आढळून आल्यास सदरची अनुज्ञेची परवानगी आपोआप रद्द समजणेत येईल.

सही/-

(एस. एस. झेंडे)

जिल्हाधिकारी ठाणे

मे. ए. एम. डेव्हलपर्स तर्फे श्री. अन्वर कासम
ग. ठाणे, ता जि ठाणे

प्रत :- तहसिलदार ठाणे यांचेकडे माहितीसाठी व आवश्यक त्या कार्यावाहीसाठी

२/- अनुज्ञाप्राप्ती व्यक्तीने सदर जमीनीचा एक वर्षाचे आंत बिगारशेतकी प्रयोजनार्थ वापर करण्यास सुरुवात केली आहे किंवा कसे या बाबतच्या त्याच्या अहवालावर त्याने लक्ष ठेवले पाहिजे. असा अहवाल मिळाल्यानंतर अनुज्ञाप्राप्ती व्यक्तीकडून त्याने बिगार शेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून बिगारशेतकी आकारणीची रक्कम वसूल करण्या करिता नोंद घ्याव्याची पुस्तिका मधील तालुका नमुना नं. २ व ग्राम नमुना नं.२ यामध्ये आवश्यक ती नोंद घ्याव्याची तजवीज केली पाहिजे. जमीन ताब्यात असलेल्या व्यक्तीने जमीनीची मोजणी की दिली असल्यामुळे त्या बाबतीत सदर तहसिलदाराने तालुका निरीक्षक भूमी अभिलेख ठाणे यांस तसे कळविले पाहिजे. आणि त्यासोबत मंजूर नकाशे व संबंधित जमीनीच्या बाबतीत अधिकार अभिलेखास हतार पत्रे पाठविले जावेत.

प्रत :- तालुका निरीक्षक भूमी अभिलेख ठाणे यांना माहितीसाठी प्रत आगावू पाठविण्यांत येत आहे. ता. २१/०८/२००८

२/- सोबत मंजूर नकाशाची प्रत तसेच चलन क्र. ५४१/२००८ (भारतीय स्टॅम्पस)

शाखा ठाणे चलन क्र. ००२४) दिनांक १/७/२००८ ची प्रत जोडली आहे.

प्रत :- मा.आयुक्त, कोकण विभाग, कोकण भवन, नवी मुंबई यांचेकडे माहितीसाठी सविनय सादर.

प्रत :- अपर जिल्हाधिकारी व सक्षम प्राधिकारी ठाणे नागरी संकुलन ठाणे यांचेकडे माहितीसाठी सन्नेह अर्पित

प्रत :- तलाठी सजा ठाणे यांचेकडे माहितीसाठी रवाना

प्रत :- कार्यालयीन संचिका



Handwritten signature and date: 21/08

टनन-१

दस्त कमांक ४४००/२००१

३४/५५



MUNICIPAL CORPORATION OF THANE

Development Right Certificate

1. Shri **NANDKUMAR JAYPTE**,
MUNICIPAL COMMISSIONER OF THANE

Certify that the person(s) within named in this Certificate is/are the registered holder(s) of the DEVELOPMENT RIGHT CERTIFICATE issued subject to the provision of the Appendix 'w' of the Development Control Regulations for the Thane, 1994.

- (1) Location & details of the land surrendered : S.No. 52/1/1, 52/8, 53/1, 53/2/1 At Village Majiwade T & D Thane.
- (A) Area of the land in Sq. Mts. **8399.70 Sq. Mtrs**
- (B) Land handed over to TMC/GOVT. **156.13/68/2007**
- (C) Number & Date of Order issued by the Additional Collector & Competent Authority Urban Land (Ceiling & Regulation) Act 1976 **1) UIC/TA/TA-1/MC/11 Sr. 353 Dt. 19/5/2008**
2) UIC/TA/MC/11/Sr. 143 Dt. 17/12/1982. 3) UIC/TR/TA-1/MC/11/Sr. 85/ Dt. 19/5/2008
- (D) Number & Date of the Order issued by the Government in case of surplus vacant land: **Sr. 85/ Dt. 19/5/2008**
- (2) Zone of the land surrendered. **Residential**
- (3) Reservation of land surrendered. **For Housing for Dishoused & As per Appendix 4w4 of D.C. regulation 1994 for T.M.C. Thane.**
- (4) The area where D.R.C. can be utilised. **(Transit Camp Res. No. 03**

Folio No. **TDR/2/Res-Ne. 03/42/05** Certificate No. **058**
 TDR/SECTOR **II** HSG for D. & T. **RESERVATION** Camp.

Name(s) of the DRC Holder(s)
 1) Shri. Dhraj V. Gauwa. 2) Shri. Vasan J. Karia. 3) Shri. Milind A. Korde. 4) Indrapak G. Kharakar. 5) Shri. Jayantilal P. Shetty. Partner of M/s Ravechi Real Estate. Office at Shivshakti, Manapada, Vikhijini wadi, Thane 400603.

F.S.I. Credit of built-up area in Sq. Mts. (in figures) **8890.70** Sq. Mtrs
 (in words) **Eight thousand eight Hundred Ninety Point Seventy Sq. Mtrs only.**

Given under Common Seal on this 23 Day of August Year 2007

Asstt. Municipal Commissioner,
 Thane Municipal Corporation,
 THANE.

MUNICIPAL COMMISSIONER
 For the city of Thane



एम्स-१
रस्ता क्रमांक १४००/२०१०
२००७



MUNICIPAL CORPORATION OF THANE Development Right Certificate

I, Shri **NANDKUMAR JANIRE**
MUNICIPAL COMMISSIONER OF THANE

Certify that the person(s) within named in this certificate is/are the registered holder(s) of the DEVELOPMENT RIGHT CERTIFICATE issued subject to the provision of the Appendix 'W' of the Development Control Regulations for the Thane, 1994.

- (1) **Location & details of the land surrendered - S. No. 51, H. No. 3D/1 at Village Panchpakhad, Dist. S. & Tal. Thane.**
- (A) **Area of the land in Sq. Mts. 1330.00 Sq. mts.**
- (B) **Land handed over to M.C. Govt. - 215 Date- 29/09/2008**
Vide Possession Receipt No. & Date
- (C) **Number & Date of Order issued by the Additional D.C./E.A./ATP/General/Collector & Competent Authority Urban Land Thane/2000 Date-16/10/2000**
(Ceiling & Regulation) Act, 1976
- (D) **Number & Date of the Order issued by the Government ---**
in case of surplus vacant land
- (2) **Zone of the Land surrendered - Residential**
- (3) **Reservation of Land surrendered - 15.00m D.P. Service Road.**
- (4) **The area where D.R.C. can be utilised - As per Appendix 'W' of D.C. Regulation 1994 for Thane Municipal Corporation, Thane.**

Folio No. **TDR/2/ROAD/68/2008** Certificate No. **ROAD**
TDR/SECTOR - **II**

Name(s) of the
DRC Holder(s)

**Mr. Vinayak Shankar Pawar
P. O. A. H. Shri. Sadanand Shankar
Manst Chaya Apt.
Gala No. 182
Edalji Road, Charai, Thane.**



F.S.I. Credit of built-up area in Sq. Mts. (in figures) **330.00 Sq. Mtrs.**
(in words) **- Three Hundred Thirty Point Zero Sq. Mtrs Only.**

Given under Common Seal on this **3rd** Day of **Nov.** Year **2008**

Asstt. Director of Town Planning
Thane Municipal Corporation,

MUNICIPAL COMMISSIONER
For the city of Thane

एता-१
एता क्रमांक १२००/२०१०
२९/११

CERTIFICATE OF TITLE

Re. :- The immovable property adm. 3955.92 Sq. Mtrs., bearing Final Plot No.340 under Town Planning Scheme No.1(Final), Thane, situated at Sant Dnyaneshwar Marg, Village Panchpakhadi, Thane, Taluka and District Thane and within the limits of the Thane Municipal Corporation.

(for short "**SAID PROPERTY**")

M/s. A. M. Developers - Owners.

To

M/s. Siddhi Developers - Assignors

To

M/s. Vedant Constructions - Assignees

TO WHOMSOEVER IT MAY CONCERN

THIS IS TO CONFIRM THAT I have investigated the **SAID PROPERTY** Owners to the Said Property and on the basis of search taken with the office of the Sub-Registrar of Assurances, Thane; Public Advertisement; perusal of Revenue Records and documents submitted and declarations made and clarifications given, I have observed as under :-

1. One M/s. A.M. Developers (for short "**SAID OWNERS**") are the Owners, seized and possessed of and/or otherwise well and sufficiently entitled to the Said Property.

2. The Addl. Collector, Thane, appointed as Competent Authority under the provisions of Urban Land (Ceiling and Regulations) Act, 1976 (for short "**SAID ULC ACT**"), by his order dated 23rd February, 2004, has declared that the Said Property is not Surplus Land of the Said Owners.

AM

पान-१
दस्तावेज क्रमांक १८८४००२०१०
२३/५५

3. The District Collector, Thane, by and under his Order dated 2nd July, 2008, has granted permission for Non-Agricultural user of the Said Property.

4. By and under Regd. Agreement for Development and Authenticated Power of Attorney both dated 17th June, 2003, the Said Owners have granted the development rights, in the Said Property to and in favour of one M/s. Siddhi Developers.

5. The said M/s. Siddhi Developers, by and under Regd. Agreement for Assignment of Development Rights dated 27th December, 2006 read with Authenticated Irrevocable Power of Attorney dated 28th August, 2008, in turn, have, assigned the Development Rights in the Said Property to and favour of M/s. Vedant Constructions of Thane, for the consideration and upon the terms and conditions contained therein.

6. The Vedant Constructions have purchased under Two separate Deed of Transfer of Development Rights, the Transferable Development Rights (TDR) adm. 730 Sq. Mtrs., under Development Rights Certificate (DRC), issued by Thane Municipal Corporation as under:-

- 1) Deed of Transfer of TDR dated 2nd December, 2008, for purchase of TDR adm. 400 Sq. Mtrs., under DRC No.Reservation 059 dated 23rd August, 2007.
- 2) Deed of Transfer of TDR dated 4th December, 2008, for purchase of TDR adm. 330 Sq. Mtrs., under DRC No.Road 130 dated 3rd November, 2008.

7. On the basis of the aforesaid DRC, the Thane Municipal Corporation by and under its amended Permission/Commencement Certificate bearing V. P. No.2005/91/TMC/ TDD/95 dated 26th May, 2009,



पत्रा-१
दस्तावेजांक १०४००/२०१८
२००९

for construction Two Buildings in the Said Property (hereinafter referred to as the "SAID SANCTIONED PLANS"), by utilizing of FSI of the Said Property and Said TDR adm. 730 Sq. Mtrs.

8. IN VIEW OF THE ABOVE, IN MY OPINION :

- a) Subject to the aforesaid Agreement for Assignment of Development Rights in favour of the Assignees, the title of the Owners to the Said Larger Property is clear, marketable and free from encumbrances and reasonable doubts; and
- b) By and under the Agreement for Assignment of Development Rights and Authenticated Irrevocable Power of Attorney, Said M/s. Vedant Constructions, have got subsisting rights to develop the Said Property as per the Said Sanctioned Plans or their further amendments or modifications as may be approved and to sale the premises therein to the prospective buyers.

Thane, dated on this 26th day of May, 2009.



(DAMODAR PATIL)

Advocate



दस्तावेज क्रमांक	08/00/2009
दिनांक	26/05/09

CERTIFICATE OF TITLE

Re. :- The immovable property adm. 3955.92 Sq. Mtrs., bearing Final Plot No.340 under Town Planning Scheme No.1(Final), Thane, situated at Sant Dnyaneshwar Marg, Village Panchpakhadi, Thane, Taluka and District Thane and within the limits of the Thane Municipal Corporation.

(for short "SAID PROPERTY")

M/s. A. M. Developers - Owners.

To

M/s. Siddhi Developers - Assignors

To

M/s. Vedant Constructions - Assignees

TO WHOMSOEVER IT MAY CONCERN

THIS IS TO CONFIRM THAT I have investigated the title of the Owners to the Said Property and on the basis of search taken with the office of the Sub-Registrar of Assurances, Thane; Public Advertisement; perusal of Revenue Records and documents submitted and declarations made and clarifications given, I have observed as under :-



1. One M/s. A.M. Developers (for short "SAID OWNERS") are the Owners, seized and possessed of and/or otherwise well and sufficiently entitled to the Said Property.

2. The Addl. Collector, Thane, appointed as Competent Authority under the provisions of Urban Land (Ceiling and Regulations) Act, 1976 (for short "SAID ULC ACT"), by his order dated 23rd February, 2004, has declared that the Said Property is not Surplus Land.

3. The District Collector, Thane, by and under his Order dated 2nd July, 2008, has granted permission for Non-Agricultural user of the Said Property.

Handwritten signature

दस्तावेज क्रमांक	2008/2009-10
दस्तावेज क्रमांक	2008-9
दस्तावेज क्रमांक	2008-9

4. By and under Regd. Agreement for Development and Authenticated Power of Attorney both dated 17th June, 2003, the Said Owners have granted the development rights, in the Said Property to and in favour of one M/s. Siddhi Developers.

5. The said M/s. Siddhi Developers, by and under Regd. Agreement for Assignment of Development Rights dated 27th December, 2006 read with Authenticated Irrevocable Power of Attorney dated 28th August, 2008, in turn, have, assigned the Development Rights in the Said Property to and favour of M/s. Vedant Constructions of Thane, for the consideration and upon the terms and conditions contained therein.

6. The Vedant Constructions by and under Regd. Agreement dated 17th October, 2009, have purchased the Transferable Development Rights (TDR) adm. 855 Sq. Mtrs., under Development Rights Certificate (DRC), issued by Thane Municipal Corporation bearing DRC Folio No.TDR/2/Const. Amenity(Reservations) and Certificate No.003 dated 24th September, 2009.

7. On the basis of the aforesaid DRC, the Thane Municipal Corporation by and under its latest amended Permission/ Commencement Certificate bearing V.P. No.2005/91/TMC/CTDD/559 dated 7th December, 2009, for construction of Two Buildings in the Said Property (hereinafter referred to as the "**SAID SANCTIONED PLANS**"), by utilizing of FSI of the Said Property and Said TDR adm. 855 Sq. Mtrs.

8. IN VIEW OF THE ABOVE, IN MY OPINION :

a) Subject to the aforesaid Agreement for Assignment of Development Rights in favour of the Assignees, the title of the Owners to the Said Property is clear, marketable and free from encumbrances and reasonable doubts; and



पत्रा-९	
दस्तावेज क्रमांक	०४८५०/२०१७
दिनांक	२०/१२/१९

b) By and under the Agreement for Assignment of Development Rights and Authenticated Irrevocable Power of Attorney, Said M/s. Vedant Constructions, have got subsisting rights to develop the Said Property as per the Said Sanctioned Plans or their further amendments or modifications as may be approved and to sale the premises therein to the prospective buyers.

Thane, dated on this 9th day of December, 2009.

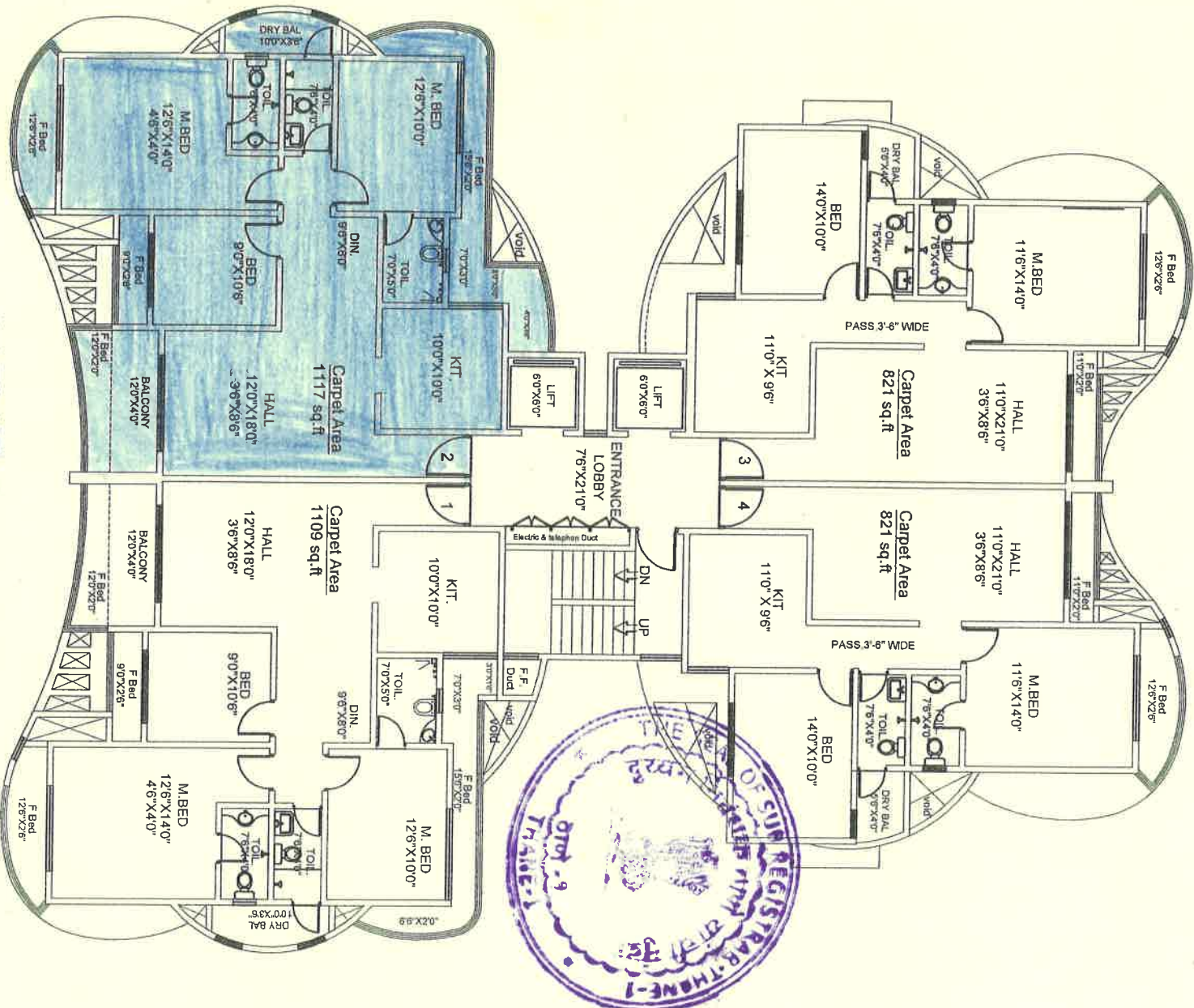


(DAMODAR PATIL)
Advocate



एतना-१
दस्तावेज क्रमांक 08000/2009/१०
०६/१२/०९

SUMEET ENCLAVE



3rd TO 15th FLOOR PLAN

FOR VEABANT CONSTRUCTION

FLAT NO.	1402
FLOOR	FOURTEEN
CARPET AREA	1117 sq. ft.



2023 05/15/23
 2023 05/15/23
 2023 05/15/23

2023 05/15/23





SUMEE ENCLAVE

AMENITIES

FLOORING -

Premium quality vitrified tiles in all rooms and passages.

WALL FINISH

Gypsum finished internal walls with luster paint in entire flat.
Sand faced plaster with textured paint for external walls.

WINDOWS / DOORS

Coloured anodized aluminium French windows [in living room and bed rooms with glass shutters in granite frame.

Quality wooden doors in melamine finish / oil paint with decorative fittings and night latch / safety chain etc.

KITCHEN

Granite top kitchen platform with stainless steel sink [Nirali or equivalent]
Granite top service platform in kitchen
Premium quality designer tiles dado above kitchen & service platform

TOILETS

Solar water heater / geyser connection in toilets.
Premium quality designer tiles flooring in toilets. Full height tiles dado
Concealed plumbing with Jauguar or equivalent fittings.
Best quality sanitary ware
Wash basin with granite top counter in toilet for master bed room.



ELECTRICAL

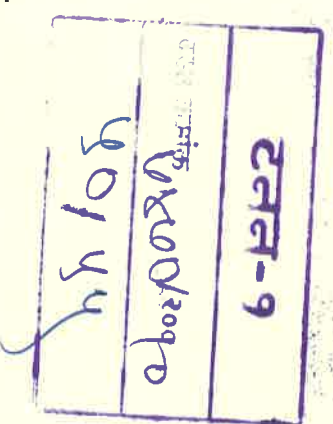
Three phase power supply for entire flat.
Concealed copper wiring in entire flat.
Sufficient electrical points with Anchor Roma or equivalent fittings and circuit breaker.

GENERAL

Provision for gas pipe line
Video door phone
Dry Balcony for each flat.

COMMON

Earthquake resistant RCC frame structure.
Podium garden with play ground equipment.
Decorative entrance lobby.
High speed elevators of reputed brand.
Generator back-up for lif , water pump and common area lighting.
Automatic level controller for water pumps.



312740

खानेदागची प्रत / Party Copy

ठाणे भारत सहकारी बँक लि.
शेड्यूल्ड बँक

Thane Bharat Sahakari Bank Ltd.
Scheduled Bank

शाखा / Br. दिनांक / Date 2/5/09

मुद्रांक शुल्क / Stamp Duty रु./Rs. 500 L

सेवा आकारणी शुल्क / Service Charges रु./Rs. 10 L

No. of Documents

एकूण / Total रु./Rs. 5101-

अक्षरी रूपये / Amount in Words Five hundred Ten only

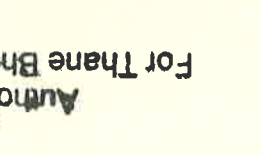
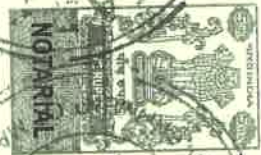
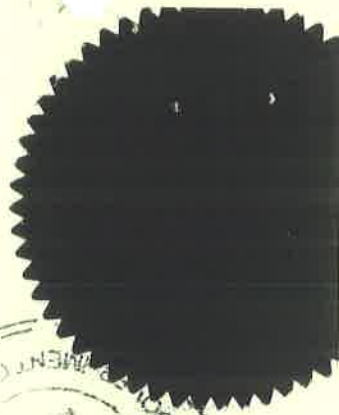
मुद्रांक शुल्क भरणाच्याचे नाव / Name of stamp duty paying party R.M. Bhekar
पत्ता / Address Kurla, M

पत्रकाराचे नाव / Name of counter party R.M. Bhekar
अवहारीच्या उद्देशाचे कारण / Purpose of transaction

धनादेश / पे ऑर्डर ज्या बँकेचा काढला आहे त्या बँकेचे नाव / Name of the Drawee Bank

रोखपाल / Cashier
अधिकार्याची सही

Authorised signatory
मुद्रांक केलेले दस्तऐवज घेण्यास येताना ही पावती आणणे आवश्यक आहे. / This counterfoil has to be presented at the time of delivery of stamps.



Handwritten signature of R. M. Bhekar

रमेश मारुती भेकरे, सज्जान, धंदा कृषी, मंडळ, मुंबई, महाराष्ट्र

श्री. रमेश मारुती भेकरे, सज्जान, धंदा कृषी, मंडळ, मुंबई, महाराष्ट्र

पार्क, बि.नं. 9, मुंबई पुणे रोड, कळवा, ता. जि. ठाणे.

मी, ठाणे महानगर पालिका परिसरात इमारत विकसित करण्याचा उद्देशाने मे. वेदांत कस्ट्रक्शन या नावाने भागीदारीत करीत आहे.

मी, सध्या मी जे शांमखाडी, फायनल प्लॉट क्र. 380, जि. लडा -

ठाणे येथे सुमीत अन्वितेक या मागने प्रकल्प उभारत आहे. त्या मधील ब्लॉक

विकत असून, सदरच ब्लॉक खरेदी करणारे लोकां बरोबर मी करारनामे करतो.

सदरचे कारांवर सहया केल्यावर ते दुय्यम निबंधक यांचे कार्यालयात

हजर करणे करिता वेळ मिळत नसल्याने मी माझे सहकारी श्री. चंद्रशेखर

मोरेश्वर भोसेकर, रा. सुखकर्ता अपार्टमेंट, भास्कर कॉलमी, नौपाडा, ठाणे

यांना माझे कुलमुखत्यारी म्हणून नेमित असून मी त्यांस खालील कामे करण्याचा अधिकार देत आहे.



For Thane Bharat Sahakari Bank Ltd

Authorised Signatory

RS Five Hundred only

Thane Bharat Sahakari Bank Ltd

Main Branch, Naupada, Thane.

D-5/STP(V)/C.R. 1005/1104/1905-0

7/04

113206

36377

MAHARASHTRA

10:59

0000001-PB5151

0000001-PB5151

MAHARASHTRA

10:59

0000001-PB5151

MAHARASHTRA

10:59

0000001-PB5151

MAHARASHTRA

10:59

0000001-PB5151

MAHARASHTRA

10:59

0000001-PB5151

MAHARASHTRA

10:59

0000001-PB5151

MAHARASHTRA

10:59

0000001-PB5151

MAHARASHTRA

10:59

0000001-PB5151

MAHARASHTRA

10:59

0000001-PB5151

MAHARASHTRA

10:59

0000001-PB5151

MAHARASHTRA

10:59

0000001-PB5151

MAHARASHTRA

10:59

0000001-PB5151

MAHARASHTRA

10:59

0000001-PB5151

MAHARASHTRA

10:59

0000001-PB5151

MAHARASHTRA

10:59

0000001-PB5151

MAHARASHTRA

10:59

0000001-PB5151

MAHARASHTRA

10:59

0000001-PB5151

MAHARASHTRA

10:59

0000001-PB5151

MAHARASHTRA

10:59

0000001-PB5151

MAHARASHTRA

10:59

0000001-PB5151

MAHARASHTRA

10:59

0000001-PB5151

MAHARASHTRA

10:59

0000001-PB5151

MAHARASHTRA

10:59

0000001-PB5151

MAHARASHTRA

10:59

0000001-PB5151

MAHARASHTRA

10:59

0000001-PB5151

MAHARASHTRA

10:59

0000001-PB5151

MAHARASHTRA

10:59

0000001-PB5151

MAHARASHTRA

10:59

0000001-PB5151

MAHARASHTRA

10:59

0000001-PB5151

MAHARASHTRA

FOR VEDANT CONSTRUCTION

Partner

Handwritten signature of Vedant Construction

MAHARASHTRA

10:59

0000001-PB5151

MAHARASHTRA

10:59

0000001-PB5151

MAHARASHTRA

10:59

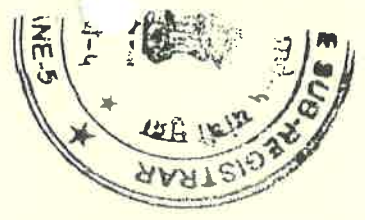
0000001-PB5151

MAHARASHTRA

10:59

१. मी माझे वरील प्रकल्पातील कशरनामे जे मी निष्पाहित केलेले कशरनामे दुय्यम निबंधक कार्यालयांत हजर करून माझे वतीने व माझे करिता यांचेवर सहाय्य करणे व ते हजर करून घेणे.

येणे प्रमाणे सदरचे कुलमुखत्यार पत्र मी माझे राजीखुशीने लिहून दिले आहे व त्यांचेवर सही केली आहे.



ताणे. ८/१/०९

साक्षीदार :-

१. *R.R. Bhurke*

२. *[Signature]*



FOR VEDANT CONSTRUCTION
Partner

में वंदांत कन्स्ट्रक्शन भागीदार

श्री. रमेश भास्करी भोकर



[Signature]

श्री. चंद्रशेखर मोरेश्वर भोसेकर

Partly Present coed
[Signature]

दस्ता क्रमांक	५२१५५
एतना-१	५२१५५

Notarized for
P. H. PATIL & CO. S.L.A.
Advocates & Chartered
MURKHI EUBH DISEA.
FAROOJ MOHALLA,
KALWA THANE, MAHARASHTRA, INDIA.

Notarized - Registrar
Sr. No. 6504
Date: 8 JUN 2009

मि शेणो

७



मि शेणो

७

1 Bhoji



मि शेणो

७



मि शेणो

७

1 Bhoji



मि शेणो
जे वेदांत कळसेकरांचे आजीवित
इति वेशा जाखती अकरे
वय - वसडाज

रा. सुद्धर पाठे जि. सं - १
मुंबई - पुणे रोड, कळवा जि ठणे.

१. मुखत्यारपण आठ दिना ०८/०६/२०१६

गोरखर आसिकर तेजी श्री मि शेणो... चंद्रशेखर
रा. मुखकणी शेणो, आसिकर

अज्ञान बानी माझ्या समक्ष

कांती पाडा कांती मध्ये करून दिले व त्याच्या ओळखी तिकी

श्री. साहेब अकर - शेणोप्रमाणे कळवा ठणे

अज्ञान आकर - श्री. वसिकराने... हे खात्री पक्वितत

Signature

मुखत्यारपणा करून देणाऱ्या

व्यक्तीची ओळख देणाऱ्या

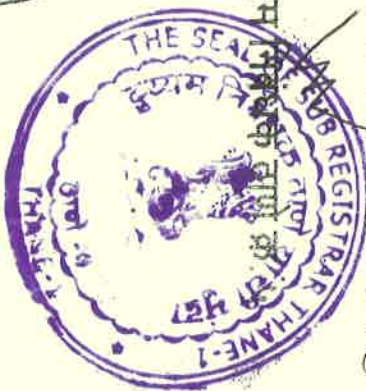
इसमाची स्वाक्षरी

दयाम निबंधक ठणे कं

दस्तावेज क्र. १८५/१०६
दि. ०६/१०६
खर्चास १००/-

दिप - अकर कुकशेखरान्यार पंजाग एखण देन पने अकर
पान नं १ वर काळ्या आडवे हाणि लिख्याण आणे आहे

सह दयाम



दस्ता क्रमांक	१०४८००/२०१६
एतन-१	५३ / ५५



THANE MUNICIPAL CORPORATION, THANE

(Regulation No. 3 & 24)

SANCTION OF DEVELOPMENT

PERMISSION / COMMENCEMENT CERTIFICATE

आचार्य प्र. बी१ = ल [पट्ट] अफिस १५ मजले करीत

V.P. NO. २ ००५/९१

TMC / TDD / 223

Date : 20/3/2010

To, Shri/Smt. श्री/श्री. (Architect)

Shri. श्री. (Owners)
श्री. रमेश भास्कर भोर [पुण्यवत्या रमेशभास्कर]

With reference to your application No. ५१४४२ dated १०/०३/१० for development permission / grant of Commencement certificate under section 45 & 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development work and or to erect building No. बी१ in village पणव्या विसिक्टर No. २ Situated at Road/Street No. १, S.No. ११९ C.T.S. No. / F.P. No. १४०

the development permission / the commencement certificate is granted subject to the following conditions.

- 1) The land vacated in consequence of the enforcement of the set back line shall form Part of the public street.
- 2) No New building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted.
- 3) The development permission / Commencement Certificate shall remain valid for a period of one year Commencing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- ५] परतीवन टी. स. पी. / टी. डी. डी. / १४४२ दि १८/३/२००८ मधील तिबंधीत अटी आणणात बंधनकारक राहतील.
- ६] सोसायटी ऑफिस, सर्व्हट टॉयलेट, व्हिडीओ रुम व वॉटरमन रुम यांचा वापर प्रस्तावित प्रयोजनार्थ करण्याबाबत दिलेले हमीपत्र आणणावर बंधनकारक राहिल.

WARNING : PLEASE NOTE THAT THE DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS AMOUNTS TO COGNASIBLE OFFENCE PUNISHABLE UNDER THE MAHARASHTRA REGIONAL AND TOWN PLANNING ACT. 1966.

Yours faithfully,

कार्यकारी अभियंता,

शहर विकास विभाग,

Municipal Corporation of Thane
the city of Thane.



Sub Registrar
Thane-1
Date

Issued
५२

५०००/- देड होट शकते.



८००१-१

१५००/२००९०

२०/१५

६-२५२२



दस्त गौणवारा भाग-1

टनन1

दस्त क्र 7470/2010

पुष्पाय्य

20/09/2010

दुय्यम निबंधक:

12:03:27 pm

ठाणे 1

दस्त क्रमांक : 7470/2010
दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा दसा

1 नाव: भागवान महादेव साबरे - -
पत्ता: घर/फ्लॅट नं: -

लिहून घेणार

गल्ली/रस्ता: -

वय 57

ईमारतीचे नाव: विक्रम गड वाडा ठाणे

सही

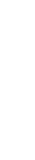
पेट/वसाहत: -

Ambhi



शहर/गाव:-

CHS 228218



तालुका: -

CHS 228218



पिन: -

CHS 228218



पॅन नम्बर: BDOPSO0934D

2 नाव: में वेदात कन्स्ट्रक्शनचे भागीदार रमेश भेकरे तर्फे कु
मु चंद्रशेखर भोसेकर - - लिहून देणार

पत्ता: घर/फ्लॅट नं: -

वय 56

गल्ली/रस्ता: -

सही

ईमारतीचे नाव: भास्कर कॉलनी ठाणे

Bhaskar



पेट/वसाहत: -

CHS 228218



शहर/गाव:-

CHS 228218



ता



[Signature]
सह. दुय्यम निबंधक वर्ग-२,
ठाणे - ९

दस्तऐवज करून देणार तथाकथीत [करारनामा] दस्तऐवज करून दिल्याचे कबूल करतात.

1 OF 1



दस्त गोषवारा भाग - 2

दतन1

दस्त क्रमांक (7470/2010)

५५१५५

दस्त क्र. [दतन1-7470-2010] चा गोषवारा
बाजार मुल्या :7193917 मोबदला 7700000 भरलेले मुद्रांक शुल्क : 367600

दस्त हजर केल्याचा दिनांक :20/09/2010 11:58 AM
निष्पादनाचा दिनांक : 09/09/2010
दस्त हजर करणा-याची सही :

[Handwritten signature]

पावती क्र.:7569 दिनांक:20/09/2010
पावतीचे वर्णन
नांव: भगवान महादेव सांबरे - -

30000 :नोंदणी फी
1100 :नक्कल (अ. 11(1)), पृष्ठांकनाची
नक्कल (अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

31100: एकूण

[Handwritten signature]
दु. निबंधकाची सही, ताणे 1

दस्ताचा प्रकार :25) करारनामा
शिवका क्र. 1 ची वेळ : (सादरीकरण) 20/09/2010 11:58 AM
शिवका क्र. 2 ची वेळ : (फी) 20/09/2010 12:03 PM
शिवका क्र. 3 ची वेळ : (कबुली) 20/09/2010 12:03 PM
शिवका क्र. 4 ची वेळ : (ओळख) 20/09/2010 12:03 PM

दस्त नोंद केल्याचा दिनांक : 20/09/2010 12:03 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तींशः ओळखतात,
व त्यांची ओळख पटविताने.

1) सुधीर वझे - - , घर/फ्लॅट नं: -

गल्ली/रस्ता: -

S-G-Vay

ईमारतीचे नाव: ताणे

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

2) उषा वझे - - , घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: ताणे

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

V.S.Vay



[Handwritten signature]
दु. निबंधकाची सही
ताणे 1



पुस्तक क्रमांक मध्ये
दस्त क्रमांक 7470/2010 वर नोंदला
असून त्यास एकूण ५५१५५ पाणे करले.

सद दुय्यम निबंधक वर्ण-२
ताणे - १.
२०.०९.२०१०