

Prasad Tiwari

575501 - (10/11/30)

(81)

9869226929

3507
07

59 + 2 = 61

Surendra Prasad Tiwari

M - 301

mob No - 9702508596

07/11/24

866
81/89

M.V. - 12,69,000/-
M.V. - 14,98,500/-

F.A. - 10,990/-

801
818

15/11/24
53,25,000/-

4,02,800/-



Thursday, April 19, 2007

6:34:07 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 3507

गावाचे नाव घोडदेव

दिनांक 19/04/2007

दस्तऐवजाचा अनुक्रमांक टनन7 - 03507 - 2007

दस्ता ऐवजाचा प्रकार करणारा

सादर करणाराचे नाव: सुरेंद्रप्रसाद शिवाजी

नोंदणी फी	14000.00
नकल (अ. 11(1)), पृष्ठांकनाची नकल (अ. 11(2)), रुज्यात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (61)	1220.00
एकूण रु.	15220.00

आपणास हा दस्त अंदाजे 6:48PM हा वेळेस मिळेल

दुष्यम निबंधक
सह ए. वि. अणे

संजार मूल्य: 1269000 रु. मावळी 49889009

परतेले मुद्राक शुल्क: 57550 रु.

देयकाचा प्रकार चलनाने,

चलन क्रमांक: 5682881; रक्कम: 14000 रु., दिनांक: 19/04/2007

सह. दुष्यम निबंधक

नाम: सुरेंद्रप्रसाद शिवाजी

शिवाजी



Thursday, April 19, 2007

6:59:18 PM

Original

नं. 32 म.

Reg. 39 M

पावती

दस्तावेजाचा अनुक्रमांक टनन7-3507-2007 पावती क्र. : 32
 गावाचे नाव घोडदेव दिनांक 19/04/2007

अर्जाचा अनुक्रमांक टनन7 - 00516 -

दस्तावेजाचा क्रमांक 19/04/2007

सादर करणाराचे नाव: सुरेंद्रप्रसाद तिवारी

जादा नादणी फी अनुच्छेद 17

एकूण रु.

990.00

990.00

दुय्यम निबंधक
 सह दु.नि.वाणे 7

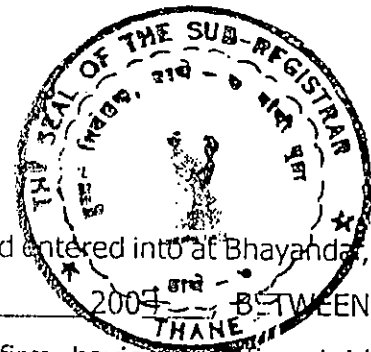
सह. दुय्यम निबंधक

वाणे क्रमांक 15

For CITIZEN CREDIT CO-OP. BANK LTD.

[Signature]
Authorized Signatory

AGREEMENT FOR SALE



ARTICLE OF AGREEMENT made and entered into at Bhayandar, on this 03rd day of April 2007 BETWEEN : M/s. SONAM BUILDERS, a partnership firm, having its Office at A/30/4, Akash Ganga, Devchand Nagar Road, Bhayandar (West), Thane 401 101, hereinafter called and referred to as the "BUILDERS/PROMOTERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its partner or partners from time to time and their respective heirs, executors, administrators and assigns) of the FIRST PART

Citizencredit Co-op. Bank Ltd.,
Shop Nos. 34-41, Geeta Arcade-1,
Station Road, Mira Road (East),
Thane-401107
D-5/S/STP-V/C.R. 1009/02/2005/200-203

SHIRDI 56185
182886
SPECIAL ADHESIVE
APR 03 2007
Stamp Duty MAHARASHTRA
12:02

[Signature]
[Signature]
[Signature]

1
टनन-७
१/२९

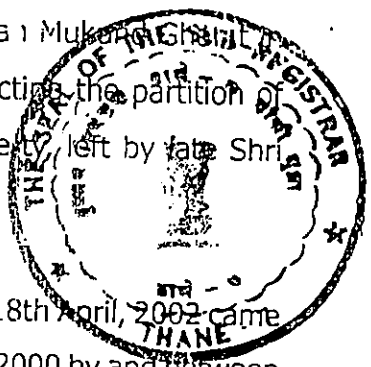
AND

Surenchandra Prasad Tiwari & Jagdish Prasad S.
Tiwari
Hariram Tiwari Chawl, 3rd Floor, 401 Box,
Santacruz (East), Mumbai - 400 055.

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

WHEREAS 1) Shri Narayan Mukund Gharat, 2) Smt. Vimal Tulsiram Mhatre, 3) Smt. Pushpa Chandrakant Mhatre Alias Patil and 4) Smt. Parwati Jagannath Mhatre were the joint owners of several properties inter-alia land bearing Old Survey No.322, New Survey No.34, Hissa No.13, admeasuring 1802.9 sq. yards, i. e. equivalent to 1490 sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane and in the Registration District and Sub-District of Thane, (hereinafter referred to as "THE FIRST PROPERTY")

AND WHEREAS Smt. Pushpa Chandrakant Patil had filed a Regular Civil Suit No.825 of 2000 against Smt. Vimal Tulsiram Mhatre, Smt. Parwati Jagannath Mhatre and Shri Narayan Mukund Gharat before the Court of Civil Judge (J.D.), Thane, for effecting the partition of several properties including the said first property left by late Shri Mukund Gharat.



AND WHEREAS a Consent Decree, dated 18th April, 2002 came to be filed in the said Regular Civil Suit No.825 of 2000 by and between the parties thereto and by virtue of the said Consent Term, the said Shri Narayan Mukund Gharat herein became the owner of several properties inter-alia the said first property.

AND WHEREAS by a Triparty Agreement for Sale cum Development, dated 5th March, 2003, the said Shri Narayan Mukund

[Handwritten signature]
Tiwari
~~*[Handwritten signature]*~~
[Signature]

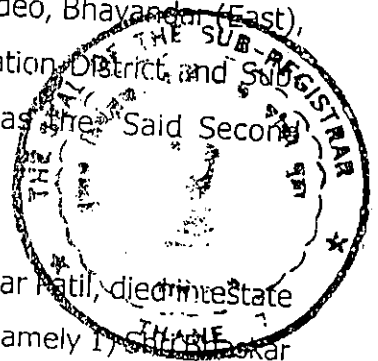
2

क न न = ७
 ३४०७/२००७
 २/३९

Gharat alongwith his family members namely 1) Shri Kumar Narayan Gharat, 2) Shri Shailesh Narayan Gharat and 3) Ms. Sandhya Narayan Gharat with the consent and confirmation of the Smt. Pushpa Chandrakant Patil, Smt. Vimal Tulsiram Mhatre and Smt. Parwati Jagannath Mhatre agreed to sell several properties inter-alia the said first property to M/s. Sonam Builders, being the Builders/Promoters herein at the price and on the terms and conditions therein contained.

AND WHEREAS in pursuance to the said Triparty Agreement for Sale cum Development, dated 5th March, 2003, the said Shri Narayan Mukund Gharat and others had also executed an Irrevocable General Power of Attorney in favour of the Builders/Promoters herein, conferring upon them several powers inter-alia power to deal with and/or develop the said first property by constructing buildings thereon.

AND WHEREAS originally one Shri Undrya Patil was the owner of several properties inter-alia land bearing Old Survey No.326, New Survey No.35, Hissa No.2, admeasuring 1439 sq. yards, i. e. equivalent to 1190 sq. meters and Old Survey No.324, New Survey No. 32, Hissa No.10, admeasuring 1778.7 sq. yards, i. e. equivalent to 1470 sq. meters, situate, lying and being at Village Goddeo, Bhayandar (East), Taluka and District Thane and in the Registration District and Sub-District of Thane, (hereinafter referred to as the "Said Second Properties")



AND WHEREAS the said Shri Undrya Sovar Patil, died intestate in or about 1951, leaving behind him, two sons namely 1) Shri Undrya Patil and 2) Shri Mukund Undrya Patil as his heirs and legal representatives entitled to the estate of the deceased including the said second properties as per the provisions of Hindu Succession Act, 1956.

AND WHEREAS the said Mukund Undrya Patil, one of the sons of late Shri Undrya Sovar Patil, died intestate in or about 26/4/1975,

[Handwritten signature]

[Handwritten signature] *

[Handwritten signature]

777-6
3406/2006
3/89

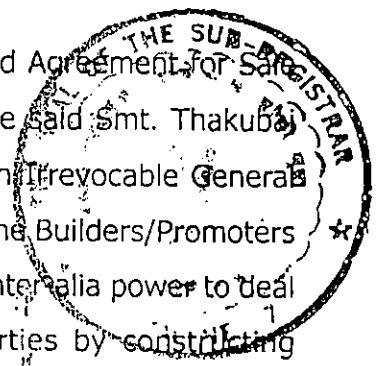
leaving behind his widow by name Smt. Mankubai Mukund Patil and five sons namely 1) Shri Ganpat Mukund Patil, 2) Shri Naresh Mukund Patil, 3) Shri Yashwant Mukund Patil, 4) Shri Bhalchandra Mukund Patil and 5) Shri Bharat Mukund Patil and a daughter by name Rukmini Mukund Patil, as his heirs and legal representatives entitled to the undivided share of the deceased in the said second properties as per the provisions of Hindu Succession Act, 1956.

AND WHEREAS the said Shri Bhaskar Undrya Patil, died intestate on 30th May 1995, leaving behind him widow by name Smt. Thakubai Bhaskar Patil, three sons namely Shri Vasudeo Bhaskar Patil, Shri Hemant Bhaskar Patil and Shri Anil Bhaskar Patil as his heirs and legal representatives entitled to the estate of the deceased including the undivided share in the said second properties.

AND WHEREAS by an Agreement for Sale cum Development, dated 30th April, 2002, the said Smt. Thakubai Bhaskar Patil, Shri Vasudeo Bhaskar Patil, Shri Hemant Bhaskar Patil and Shri Anil Bhaskar Patil have agreed to sell their 50% undivided share in the said second properties to M/s. Sonam Builders, being the Builders/Promoters herein at the price and on the terms and conditions therein contained.

AND WHEREAS in pursuance to the said Agreement for Sale cum Development, dated 30th April, 2002, the said Smt. Thakubai Bhaskar Patil and others had also executed an Irrevocable General Power of Attorney in favour of the partners of the Builders/Promoters herein, conferring upon them several powers inter alia power to deal with and/or develop the said second properties by constructing buildings thereon.

AND WHEREAS by an Agreement for Sale cum Development, dated 30th day of December, 1994, the said Shri Yashwant Mukund Patil and four others alongwith their family members namely Smt. Anandibai Yashwant Patil, Ms. Vanita Yashwant Patil, Ms. Laxmi



[Handwritten signatures and initials]



3406
5/89

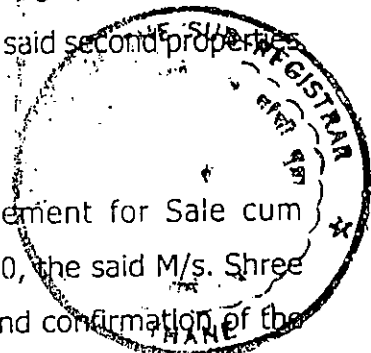
Yashwant Patil and Jyoti Yashwant Patil have agreed to sell their undivided right, title, interest and share in the said second properties, to M/s. Shree Jyotirling Construction Co. at the price and on the terms and conditions therein contained.

AND WHEREAS by an Agreement, dated 4th March 1997, the said Smt. Mankubai Mukund Patil, Shri Ganpat Mukund Patil, Shri Naresh Mukund Patil, Shri Yashwant Mukund Patil, Shri Bhalchandra Mukund Patil, Shri Bharat Mukund Patil and Rukmini Mukund Patil alongwith their respective family members namely Smt. Sushila Ganpat Patil, Nandini Ganpat Patil, Devendra Ganpat Patil, Nisha Ganpat Patil, Abhay Ganpat Patil, Smt. Sudha Naresh Patil, Deepak Naresh Patil and Mayuri Naresh Patil agreed to sell their undivided share in the said second properties to Shri Chandulal R. Rawal and Shri Chogalal Laxman Bhati at the price and on the terms and conditions therein contained.

AND WHEREAS in pursuance to the said Agreement, dated 4th March 1997, the said Smt. Mankubai Mukund Patil and others had also executed a Power of Attorney in favour of the said Shri Chandulal R. Rawal and Shri Chogalal Laxman Bhati, conferring upon them several powers inter-alia power to sell their share in the said second properties to the person or persons of their choice.

AND WHEREAS by a Triaparty Agreement for Sale cum Development, dated 19th day of October, 2000, the said M/s. Shree Jyotirling Construction Co. with the consent and confirmation of the said Shri Yashwant Mukund Patil and others have also agreed to sell their undivided right, title, interest and share in the said second properties, to Shri Chandulal R. Rawal and Shri Chogalal Laxman Bhati at the price and on the terms and conditions therein contained.

AND WHEREAS by an Agreement for Sale cum Development, dated 30th April, 2002, the said Shri Chandulal R. Rawal and Shri



[Handwritten signatures and initials]



3406	1000
4.89	

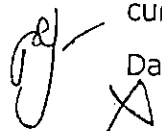
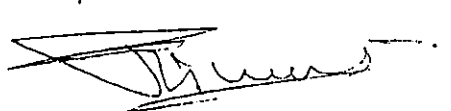
Chogalal Laxman Bhati, in their turn agreed to sell their undivided share in the said second properties to M/s. Sonam Builders at the price and on the terms and conditions therein contained.

AND WHEREAS in pursuance to the said Agreement for Sale cum Development, dated 30th April, 2002, the said Shri Chandulal R. Rawal and Shri Chogalal Laxman Bhati had also executed an Irrevocable General Power of Attorney in favour of the Builders/Promoters herein, conferring upon them several powers inter-alia power to deal with and/or develop the said second properties by constructing buildings thereon.

AND WHEREAS Shri Laxman Damodar Naik, Shri Arvind Damodar Naik, Smt. Kusum Dhaneshwar Naik, Sapna Dhaneshwar Naik, Bhagyashree Dhaneshwar Naik, Sachin Dhaneshwar Naik, Prashant Dhaneshwar Naik, Shri Pandurang Damodar Naik, Shri Kamlakar Damodar Naik, Shri Raghunath Damodar Naik, Smt. Mina Jayram Bhandari, Smt. Kumud Jaywant Tare, Smt. Kaushalya Ramesh Mohite, Smt. Karuna Gajanan Naik, Smt. Nayan Ganesh Koli, Smt. Ranjana Hemant Patil and Shri Jitendra Gajanan Naik are the owners of land bearing Old Survey No.326, New Survey No.35, Hissa No.1, admeasuring 1585.1 sq. yards, i. e. equivalent to 1316 square meters, situate, lying and being at Village Goddeo, Bhayandar (East), Tal. Thane and District Thane and in the Registration District and Sub-District of Thane, (hereinafter referred to as the "Said Third Property")

AND WHEREAS by an Agreement for Sale cum Development, dated 16th August, 2002, the said Shri Laxman Damodar Naik and others agreed to sell the said third property to the Builders/Promoters herein at the price and on the terms and conditions therein contained.

AND WHEREAS in pursuance to the said Agreement for Sale cum Development, dated 16th August, 2002, the said Shri Laxman Damodar Naik and others had also executed an Irrevocable General



 Shri Laxman Damodar Naik

6

244-6
2406/2000
8/89

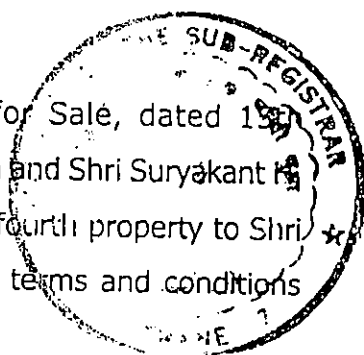
Power of Attorney in favour of the Builders/Promoters herein, conferring upon them several powers inter-alia power to deal with and/or develop the said third property by constructing buildings thereon.

AND WHEREAS originally Shri Harshadkumar Vadilal Shah was the owner of land bearing Old Survey No.322, New Survey No. 34, Hissa No. 2, admeasuring 2698 sq. yards, i.e. equivalent to 2230 sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane and in the Registration District and Sub-District of Thane, (hereinafter referred to as "the Said Fourth Property")

AND WHEREAS by an Agreement for Sale, dated 5th December, 1993, the said Shri Harshadkumar Vadilal Shah agreed to sell the said fourth property to Shri Mukesh R. Shah and Shri Suryakant H. Vakharia at the price and on the terms and conditions therein contained.

AND WHEREAS in pursuance to the said Agreement for Sale, dated 5th December, 1993, the said Shri Harshadkumar Vadilal Shah has also executed a Power of Attorney in favour of the said Shri Mukesh R. Shah and Shri Suryakant H. Vakharia, conferring upon them several powers inter-alia power to sell the said fourth property to the person or persons of their choice.

AND WHEREAS by an Agreement for Sale, dated 15th November, 1996, the said Shri Mukesh R. Shah and Shri Suryakant H. Vakharia, in their turn agreed to sell the said fourth property to Shri Naresh Laxman Patil at the price and on the terms and conditions therein contained.



AND WHEREAS in pursuance to the said Agreement for Sale, dated 15th November, 1996, the said Shri Mukesh R. Shah and Shri Suryakant H. Vakharia had also executed a Power of Attorney in favour of the said Shri Naresh Laxman Patil, conferring upon him several powers inter-alia power to sell the said fourth property to the person or persons of his choice.

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

7

277-9
3406/2009
6/89

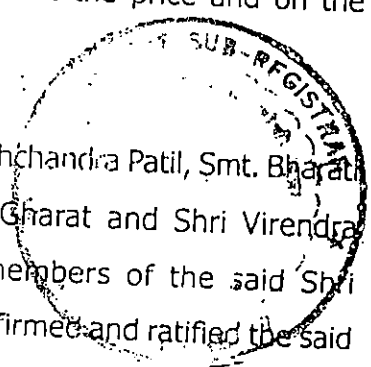
AND WHEREAS by an Agreement for Sale cum Development, dated 4th June, 2003, the said Shri Naresh Laxman Patil in his turn agreed to sell the said fourth property to the Builders/Promoters herein at the price and on the terms and conditions therein contained.

AND WHEREAS in pursuance to the said Agreement for Sale cum Development, dated 4th June, 2003, the said Shri Naresh Laxman Patil had also executed an Irrevocable General Power of Attorney in favour of the Builders/Promoters herein, conferring upon them several powers inter-alia power to deal with and/or develop the said fourth property by constructing building or buildings thereon.

AND WHEREAS originally Shri Harishchandra Kashinath Patil was the owner of land bearing Old Survey No.326, New Survey No.35, Hissa No.3, admeasuring 6836 sq. yards, i. e. equivalent to 5650 sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane and in the Registration District and Sub-District of Thane, (hereinafter referred to as the "Said Fifth Property")

AND WHEREAS by an Agreement, dated 11th April, 1996, the said Shri Harishchandra Kashinath Patil agreed to sell the said fifth property to Shri Shyamsunder R. Agarwal at the price and on the terms and conditions therein contained.

AND WHEREAS Shri Satyendra Harishchandra Patil, Smt. Bharati Anant Mhatre, Smt. Harshala Ravikiran Gharat and Shri Virendra Harishchandra Patil, being the family members of the said Shri Harishchandra Kashinath Patil had also confirmed and ratified the said Agreement, dated 11th April, 1996 executed by the said Shri Harishchandra Kashinath Patil in favour of the said Shri Shyamsunder R. Agarwal in respect of the said fifth property, by executing a Triaparty Agreement, dated 2nd day of August, 2002.



AND WHEREAS in pursuance to the said Triaparty Agreement, dated 2nd August, 2002, the said Shri Satyendra Harishchandra Patil

Handwritten signatures and initials:
A signature that appears to be "Shriwari" with a checkmark above it.
A signature that appears to be "Shriwari" with a checkmark above it.
A signature that appears to be "Shriwari" with a checkmark above it.

8

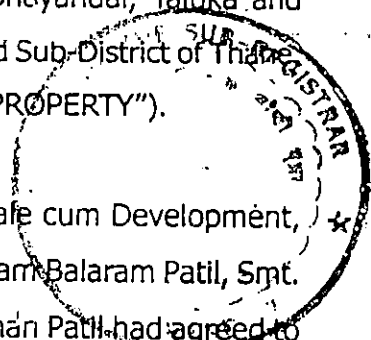
3400
5/89

and others had also executed an Irrevocable General Power of Attorney in favour of the said Shri Shyamsunder R. Agarwal, conferring upon him several powers inter-alia power to sell the said fifth property to the person or persons of his choice.

AND WHEREAS by an Agreement for Sale cum Development, dated 15th May 2003, the said Shri Shyamsunder R. Agarwal, in his turn agreed to sell the said fifth property to the Builders/Promoters herein at the price and on the terms and conditions therein contained.

AND WHEREAS in pursuance to the said Agreement for Sale cum Development, dated 15th May 2003, the said Shri Shyamsunder R. Agarwal had also executed an Irrevocable General Power of Attorney in favour of the Builders/Promoters herein, conferring upon them several powers inter-alia power to deal with and/or develop the said fifth property by constructing building/s thereon.

AND WHEREAS Shri Devram Balaram Patil, Smt. Rajubai Maniram Patil and Smt. Jamnabai Laxman Patil are the owners of land bearing Old Survey No. 326, New Survey No.35, Hissa No.5, admeasuring 4985.2 sq. yard, i. e. equivalent to 4120 sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane and in the Registration District and Sub-District of Thane (hereinafter referred to as "THE SAID SIXTH PROPERTY").



AND WHEREAS by an Agreement for Sale cum Development, dated 16th December, 1994, the said Shri Devram Balaram Patil, Smt. Rajubai Maniram Patil and Smt. Jamnabai Laxman Patil had agreed to sell the said sixth property to Shri Kamlakar Damodar Naik at the price and on the terms and conditions therein contained.

AND WHEREAS by a Triparty Agreement, dated 29th April, 1997, the said Shri Kamlakar Damodar Naik with the consent and confirmation of the said Shri Devram Balaram Patil, Smt. Rajubai

Handwritten signatures and initials, including a large signature at the bottom and initials 'S. S. S.' in the middle.



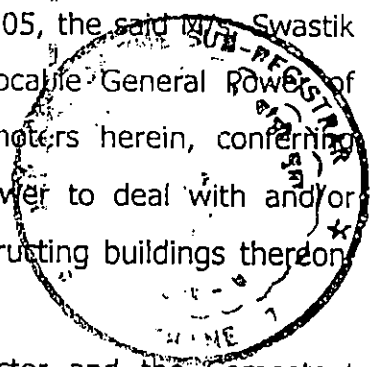
7/11-6
3406/1000
e/s 9

Maniram Patil and Smt. Jamnabai Laxman Patil as well as Shri Manoj Devram Patil, Shri Milind Devram Patil, Smt. Jayashree Manohar Patil, being the children of Shri Devram Balaram Patil, agreed to sell the said sixth property to M/s. Swastik Developers at the price and on the terms and conditions therein contained.

AND WHEREAS in pursuance to the said Triaparty Agreement, dated 29th April, 1997, the said Shri Devram Balaram Patil and others had also executed an Irrevocable General Power of Attorney in favour of M/s. Swastik Developers, conferring upon them several powers inter-alia power to sell the said sixth property to the person or persons of their choice.

AND WHEREAS by an Agreement for Sale cum Development, dated 10th October, 2005, the said M/s. Swastik Developers, in its turn agreed to sell the said sixth property to the Builders/Promoters herein at the price and on the terms and conditions therein contained.

AND WHEREAS in pursuance to the said Agreement for Sale cum Development, dated 10th October, 2005, the said M/s. Swastik Developers had also executed an Irrevocable General Power of Attorney in favour of the Builders/Promoters herein, conferring upon them several powers inter-alia power to deal with and/or develop the said sixth property by constructing buildings thereon.



AND WHEREAS the Addl. Collector and the Competent Authority, Thane has granted permission to develop the said first property under the provisions of Urban Land (Ceiling and Regulation) Act, 1976 vide an Order No.ULC/TA/T-6/Bhayandar/SR-89+1040 dated 31/12/2002.

[Handwritten signature]
[Handwritten signature]

[Handwritten signature]



7-11-6
3406/10-08
30/09

AND WHEREAS the Addl. Collector and the Competent Authority, Thane has granted permission to develop the said second properties under the provisions of Urban Land (Ceiling and Regulation) Act, 1976 vide an Order No.ULC/TA/T-6/Bhayandar/SR-389 dated 15/12/2000.

AND WHEREAS the Addl. Collector and the Competent Authority, Thane has granted permission to develop the said third property under the provisions of Urban Land (Ceiling and Regulation) Act, 1976 vide an Order No.ULC/TA/T-6/Bhayandar/SR-17+1399 dated 2/6/2003.

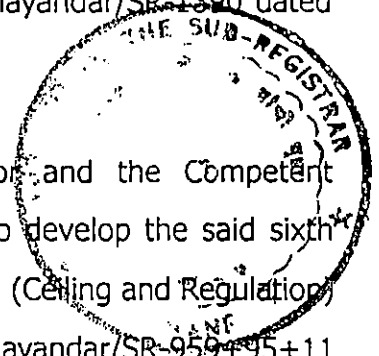
AND WHEREAS the Addl. Collector and the Competent Authority, Thane has granted permission to develop the said fourth property under the provisions of Urban Land (Ceiling and Regulation) Act, 1976 vide an Order No.ULC/TA/WSHS-20/SR-855 dated 10th March 1995.

AND WHEREAS the Addl. Collector and the Competent Authority, Thane has granted permission to develop the said fifth property under the provisions of Urban Land (Ceiling and Regulation) Act, 1976 vide an Order No.ULC/TA/T-6/Bhayandar/SR-1390 dated 15/1/2003.

AND WHEREAS the Addl. Collector and the Competent Authority, Thane has granted permission to develop the said sixth property under the provisions of Urban Land (Ceiling and Regulation) Act, 1976 vide an Order No.ULC/TA/T-6/Bhayandar/SR-959+95+11 dated 17/3/1999.

AND WHEREAS the Collector of Thane has granted N. A. permission in respect of the said properties vide an Order No.Revenue/K-1/T-1/NAP/SR-122/2004 dated 12th August, 2004.

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]



3406/2004
1-0

AND WHEREAS in the premises aforesaid, the Builders/Promoters herein are entitled to deal with and/or develop the said first to seventh properties and for the sake of brevity, the said first to seventh properties, more particularly described in the First Schedule hereunder written, shall hereinafter referred to as the "Said Properties"

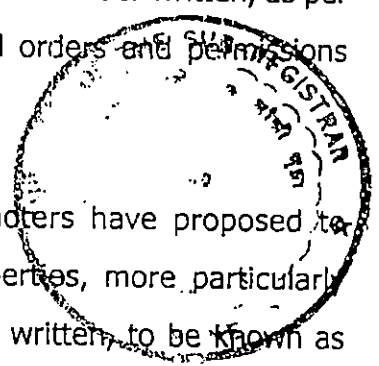
AND WHEREAS the Builders/Promoters herein have also acquired TDR admeasuring 5593 sq. meters from the Mira Bhayandar Municipal Corporation vide Development Rights Certificate No.007, dated 26/10/2005.

AND WHEREAS the Mira Bhayandar Municipal Corporation has issued the Commencement Certificate bearing No.MNP/NR/1136/2004-05, dated 9/9/2005 and Letter No.MNP/NR/697/2004-05, dated 13/7/2004 in respect of the buildings to be constructed on the said properties.

AND WHEREAS in the premises aforesaid, the Builders / Promoters herein are entitled to develop the said properties, more particularly described in the First Schedule hereunder written, as per the plan and in accordance with the said orders and permissions granted by the concerned authorities.

AND WHEREAS the Builders/Promoters have proposed to construct the buildings on the said properties, more particularly described in the First Schedule hereunder written, to be known as "GOLDEN NEST, PHASE-XIV" (hereinafter referred to as the 'SAID COMPLEX').

AND WHEREAS under the premises aforesaid, the Builders/Promoters alone have the sole and exclusive right to sell the Flats/



Handwritten signature of 'Sivani' with a large flourish below it.



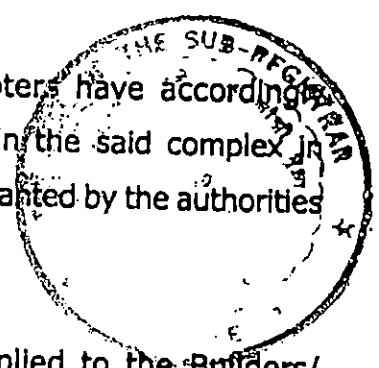
Rectangular stamp with handwritten text: '7. 574 - 6', '3406/2000', and '92/89'.

Shops and others premises in the buildings in the said complex to be constructed by the Builders /Promoters on the said properties and to enter into Agreement for Sale with the Purchasers of the flats and shops and to receive the sale price in respect thereof.

AND WHEREAS the Purchaser/s demanded from the Builders/ Promoters and the Builders /Promoters have given inspection to the Purchaser/s of all the documents of title relating to the said properties, the said orders and permissions granted by the authorities concerned, and the documents executed by and between the parties thereto and also approved building plans, designs and specifications and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Construction, Sale Management and Transfer Act), 1963 (hereinafter referred to as the said "Act") and the rules made thereunder.

AND WHEREAS the copies of Certificate of title to the said properties issued by the Advocate of the Builders/Promoters, copies of VI or VII and XII or any other relevant revenue record showing the nature of title of the Builders/Promoters to the said properties and copies of the plans approved by the concerned authorities have been annexed hereto.

AND WHEREAS the Builders/Promoters have accordingly commenced construction of the buildings in the said complex in accordance with the permission and orders granted by the authorities concerned.



AND WHEREAS the Purchaser/s applied to the Builders/ Promoters for allotment to the Purchaser/s Flat/Shop No. 301 admeasuring 666 Sq. Feet ^{sq. ft.} ~~(Carpet)~~ i. e. equivalent to 61.89 sq. meters on the 3rd floor in W Wing of the Building No. in the complex known as **GOLDEN NEST, PHASE-XIV** to be constructed by the Builders/Promoters on the

Siwari
[Signature]

Siwari

301
3406/1/10/10
2109

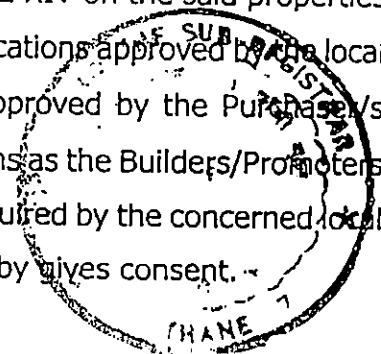
properties described in the First Schedule hereunder written and agreed that the Purchaser/s shall not resell or transfer the said Flat/Shop for a period of Two years from the date of execution of this Agreement for Sale of the said Flat/Shop.

AND WHEREAS relying upon the said application, declaration and agreement, the Builders/Promoters agreed to sell to the Purchaser/s a Flat/Shop at the price and on the terms and conditions hereinafter appearing;

AND WHEREAS under section 4 of the said Act, Agreement for Sale of the said Flat/Shop is required to be executed by the Builders/Promoters in favour of the Purchaser/s being in fact these presents and also to register these presents under the Registration Act, subject to the payment of requisite stamp duty, registration fee and all incidental fees/charges, etc. by the flat/shop Purchaser/s to that effect.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows :-

1. The Builders/Promoters shall construct the buildings in the complex known as GOLDEN NEST, PHASE-XIV on the said properties in accordance with plans, designs, specifications approved by the local authority which have been seen and approved by the Purchaser/s with only such variations and modifications as the Builders/Promoters may consider necessary or as may be required by the concerned local authority for which the Purchaser/s hereby gives consent.



2. The Purchaser/s hereby agrees to purchase and the Builders/Promoters hereby agree to sell Flat/Shop No. 301 of an area admeasuring 666 sq. feet (Super-Built-up/Built-up/Carpet), equivalent to 61.89 sq. meters on the 3rd Floor, in M Wing of the Building No. --- in the complex known as **GOLDEN NEST, PHASE-XIV** and more particularly

Handwritten signatures and initials:
- *Fiwari* (with arrow pointing to the agreement text)
- *Muew* (with arrow pointing to the agreement text)
- *Fiwari* (at the bottom)

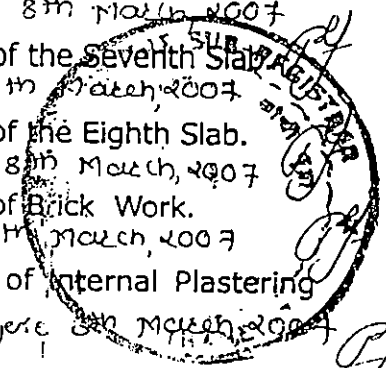


₹ १००००००० = ७
340612000
१४/११

described in the Second Schedule hereunder written, (hereinafter called "the Said Premises").

3. The Purchaser/s shall pay to the Builders/Promoters a sum of Rs. 1498500 - /- (Rupees Fourteen Lacs Ninety Eight thousand five Hundred Only) as the purchase price in respect of the said premises apart from other payments to be made by the Purchaser/s under this Agreement to the Builders/Promoters. The Purchase price shall be paid by the Purchaser/s to the Builders/Promoters in the following manner;

- a) Rs. 224775 /- as Earnest Money on or before the execution of this Agreement. 8th Feb-2007
- b) Rs. 224775 /- On completion of Plinth work on or before 8th March, 2007
- c) Rs. 104895 /- On completion of the first Slab on or before 8th March, 2007
- d) Rs. 104895 /- On completion of the Second Slab on or before 8th March, 2007
- e) Rs. 104895 /- On completion of the Third Slab on or before 8th March, 2007
- f) Rs. 104895 /- On completion of the Fourth Slab on or before 8th March, 2007
- g) Rs. 104895 /- On completion of the Fifth Slab on or before 8th March, 2007
- h) Rs. 104895 /- On completion of the Sixth Slab on or before 8th March, 2007
- i) Rs. 104895 /- On completion of the Seventh Slab on or before 8th March, 2007
- j) Rs. 104895 /- On completion of the Eighth Slab on or before 8th March, 2007
- k) Rs. 74925 /- On completion of Brick Work on or before 8th March, 2007
- l) Rs. 74925 /- On completion of internal Plastering work on or before 8th March, 2007
- m) Rs. _____ /- On completion of external Plastering work.
- n) Rs. 29940 /- On completion of flooring. As per w.a.p.
- o) Rs. 29940 /- On giving POSSESSION of the said premises on or before 30th March, 2008.

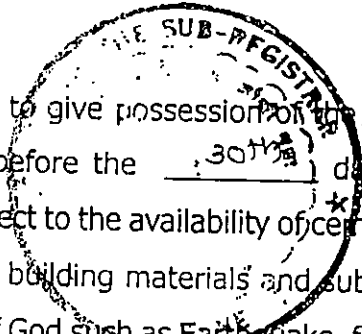


3406
24/29

4. IT IS HEREBY EXPRESSLY AGREED that the time for payment of each of the aforesaid instalments of the purchase price shall be the essence of the contract. In the event of the Purchaser/s making any default in payment of any of the instalments of the purchase price, the Builders/Promoters will be entitled to terminate this Agreement and in that event, the Builders/Promoters will refund to the Purchaser/s money paid by the Purchaser/s as purchase price till then without any interest thereon and the same shall be refunded by the Builders/Promoters to the Purchaser/s only after the said premises is sold to another party by the Builders/Promoters and that too after the receipt of sale proceeds by the Builders/Promoters from such intending Purchaser/s of the said premises. Provided further that the Builders/Promoters shall be entitled to deduct outgoings in respect of the said premises and the loss or damages, if any, sustained by the Builders/Promoters on account of default committed by the Purchaser/s from the said amount to be refunded by the Builder to the Purchaser/s under these presents.

5. Without prejudice to the above and the Builder's other rights under this agreement and/or in law the Purchaser/s shall be liable to pay to the Builder interest at the rate of 18% per annum on all amounts due under this Agreement if such amounts remain unpaid for seven days or more after becoming due.

6. The Builders/Promoters agree to give possession of the said premises to the Purchaser/s on or before the 30th day of March, 2008, subject to the availability of cement, steel, water for construction or other building materials and subject to strike, civil commotion or any act of God such as Earthquake, flood or any other natural calamities and act of enemy or other ~~cause~~ beyond the control of the Builders/Promoters. If however, the Builders/Promoters are not able to give possession of the said premises to the Purchaser/s owing to unavoidable circumstances, the Purchaser/s shall not be entitled to claim any damages whatsoever.



Handwritten initials 'GJ'

Handwritten initials 'GJ'

16

Handwritten signature 'Sivari'

3-30-08
3406/2008
1/2/08

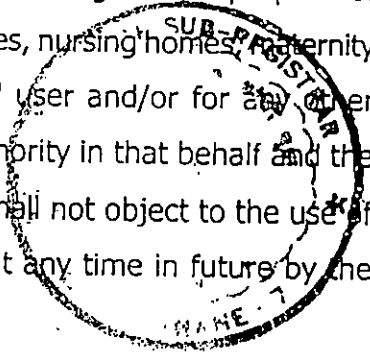
7. Any Addition and alteration in the said premises and/or in respect of the specifications and amenities by the Purchaser/s, if agreed by the Builders/Promoters, shall be carried out at the risk and extra cost of the Purchaser/s which shall be paid in advance to the Builders/Promoters.

8. Nothing contained in this Agreement, shall be construed so as to confer upon the Purchaser/s any rights title or interest of any kind whatsoever into or over the said properties or building or any part thereof, save and except the said premises. Such conferment shall take place only on execution of conveyance in favour of such co-operative society which shall be formed by Purchasers of different premises in the said building.

9. The Purchaser/s shall have no claim or right save and except in respect of the premises agreed to be purchased by him/her/them. All open spaces, Lobbies, terrace, etc. will remain the properties of the Builders/Promoters until the whole buildings are transferred to the Co-operative Society or Federation as hereinafter mentioned but subject to the rights of the Builders/Promoters as hereinafter stated.

10. IT IS EXPRESSLY AGREED that the Builders/Promoters shall be entitled to sell the premises in the said building for the purpose of using the same as guest house, dispensaries, nursing homes, fraternity homes, for residential or for commercial user and/or for any other use as may be permitted by the local authority in that behalf and the Purchaser/s or his/her/their assignee/s shall not object to the use of the premises for the aforesaid purpose at any time in future by the respective purchasers thereof.

11. The Purchaser/s has/have informed the Builders/Promoters that he/she/they desires to use the said premises for residential purposes and/or any other purposes or user as may be permitted by the Builders/Promoters and the local Authority from time to time. However, the



[Handwritten signature]
[Handwritten signature]

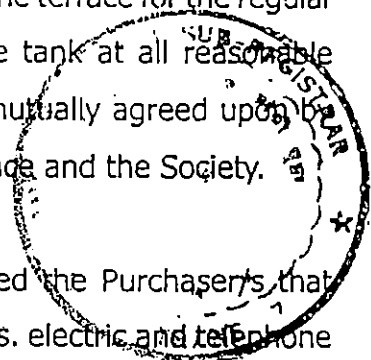
17

[Handwritten signature]

2-12-19
3406/2428
26/89

Purchaser/s shall not change the use of the premises without prior written permission of the Builders/Promoters.

12. IT IS HEREBY EXPRESSLY AGREED that the terrace of the said building shall always belong to the Builders/Promoters and they shall be entitled to deal with and dispose off the same in such manner as they may deem fit and proper. In the event of the Builders/Promoters obtaining permission from the local authority for constructing any type of premises on the terrace, or the open spaces then the Builders/Promoters shall be entitled to dispose off such premises constructed by them on the terrace with or without the terrace to such person and on such terms as the Builders/Promoters may deem fit. The Builders/Promoters shall be entitled in that event to allow the entire terrace to be used by the Purchasers of such premises constructed on the terrace and the terrace shall then be in exclusive possession of the Purchasers of such premises constructed on the terrace. The Society that may be formed by the Purchaser/s of premises in the said building shall admit the Purchaser/s of such premises that may be constructed on the terrace or on the open spaces as its member and shall allot to such Purchasers the premises that may have been constructed on the terrace alongwith the terrace. In the event of any water storage tank for the building being constructed on the terrace then the Society shall be entitled to depute its representative to go to the terrace for the regular check up and upkeep and for repairing the tank at all reasonable times and/or during such time as may be mutually agreed upon by the Purchaser/s of the premises on the terrace and the Society.



13. The Builders/Promoters have informed the Purchaser/s that there will be common access roads, passages, electric and telephone cables, water lines, drainage lines, Septic Tank and other common amenities in the layout of the properties. The Builders/Promoters have further informed that all the maintenance charges of the aforesaid amenities will be common and the Purchaser/s along with other Purchasers in the building shall share such charges and also

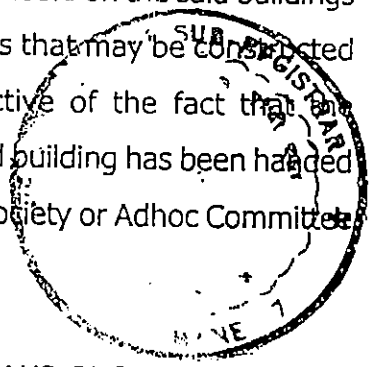
[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

18

3406
26/8/9

maintenance charges proportionately; None of the Purchasers shall be entitled to object to the Builders/Promoters laying such pipelines; underground electric and telephone cable, water lines, drainage lines, sewage lines etc. passing through any of the properties belonging to the Builders/Promoters. The Builders/Promoters also reserve the right of forming a Federation or an Apex Co-operative Housing Society or a Committee which may be allowed under the law for the time being in force of all the Societies for maintaining aforesaid common facilities such as underground electric and telephone cables, water lines, internal roads, sewage lines with sewerage treatment plant and all other common amenities passing through any of the properties belonging to the Builders/Promoters including properties.

14. The Builders/Promoters shall have a right until the execution of the Deed of Conveyance in favour of the proposed Society to make additions or alteration or put up additional structures and stories on the said building which shall be the properties of the Builders/Promoters and the Builders/Promoters will be entitled to dispose off the same in such manner as they deem fit and the Purchaser/s shall have no objection against the same. If any additional F.S.I./TDR is available to the Builders/Promoters before the execution of the conveyance in favour of the proposed society, the Builders/Promoters shall be entitled to utilise the same by constructing additional floors on the said buildings and also to sell and dispose off the premises that may be constructed by utilising such additional F.S.I. irrespective of the fact that the premises and/or the management of the said building has been handed over to or taken over by such co-operative Society or Adhoc Committee or any other Body of such Purchasers.



15. IT IS HEREBY EXPRESSLY AGREED AND PROVIDED THAT so long as it does not in any way effect or prejudice the rights hereunder granted in favour of the Purchaser/s in respect of the said premises agreed to be purchased by the Purchaser/s, the Builders/Promoters shall be at liberty to sell, assign, mortgage or otherwise deal with or

[Handwritten signature]

[Handwritten signature: Siwari]



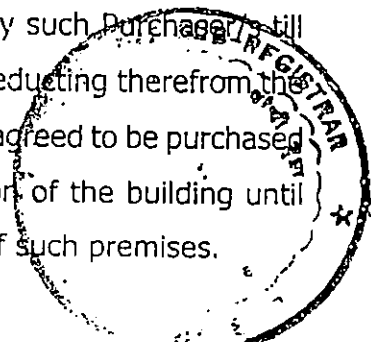
[Handwritten signature]

777-10
3406
7/5/89

dispose off their right, title or interest in the said properties and/or in building to be constructed by the Builders /Promoters or any part thereof in accordance with the provisions of law for the time being in force.

16. IT IS HEREBY EXPRESSLY AGREED BETWEEN THE PARTIES hereto that the Builders/Promoters shall be entitled to borrow construction loan from any person or party including financial institutions and for that purpose to mortgage the said land and/or the entire construction work put up thereon or any part thereof and such mortgage created by the Builders/Promoters for obtaining construction loan shall have a priority over the right or charge in favour or the Purchaser/s for the payments made by the Purchaser/s hereunder.

17. As soon as the Building is notified by the Builders/Promoters as complete such of the Purchasers of the premises (Including the Purchaser/s herein) shall pay the respective outstanding arrears of the price payable by them within 7 days of such notice served individually or to be put up in any prominent place in the said building. If the Purchaser/s fails to pay the said arrears inspite of the notice served as aforesaid, the Builders/Promoters will be entitled to terminate this agreement with the Purchaser/s and to refund to such Purchaser/s all the instalments of purchase price paid by such Purchaser/s till then, but without interest thereon and after deducting therefrom the outgoings and dues in respect of the premises agreed to be purchased by him/her/them from the date of completion of the building until the Builders/Promoters shall have disposed off such premises.



18. The Builders/Promoters shall in respect of any amount remaining unpaid by the Purchaser/s 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/s.

19. The flat/shop purchaser/s hereby agree, confirm and place on record that the Builders/Promoters shall be entitled to modify and/or

Handwritten signature

Handwritten signature

20

3406

amend the plan of the buildings to be constructed on the said properties as per their own discretion and shall also be entitled to avail TDR/DRC on the said properties in its absolute discretion and as such, the flat Purchaser/s shall not be entitled to raise any objection for the same in any manner whatsoever.

20. The flat/shop Purchaser/s also hereby agree and undertake that they shall not let out the said flat agreed to be purchased by them from the Builders/Promoters either on leave and licence basis or on rental basis or in any other manner without the prior written permission of the Builders/Promoters herein. Similarly, the flat/shop purchaser/s shall not allow any anti-social elements including the persons working in the Liquor Bar to make use of the said flat either for residential use or for any other purpose.

21. The Flat/Shop purchaser/s hereby agree and undertake that they shall not affix the Grills to the windows or any part of the said flat as per his/her/their choice. However, the Flat purchaser/s shall bound to fix the Grills provided by the Builders/Promoters to their respective flats and the flat Purchaser/s shall bound and liable to pay the cost of the said Grills to the Builders.

22. The Flat/Shop Purchaser/s hereby represent that till the date, the Mira Bhayandar Municipal Corporation make the provisions of Municipal Water to the building in which the flat purchaser/s agreed to purchase the flat from the Builders/Promoters, the Builders/Promoters shall be entitled to provide drinking water to the said building by Tanker and as such, the flat purchaser/s shall bound and liable to pay to the Builders/Promoters the charges of the water to be provided by the Builders/Promoters in the said building.

23. The Flat/Shop Purchaser/s hereby agree and undertake that they shall not compel the Builders/Promoters to execute the Deed of Conveyance of the land in favour of the individual buildings in the said

[Handwritten signature]
[Handwritten signature]

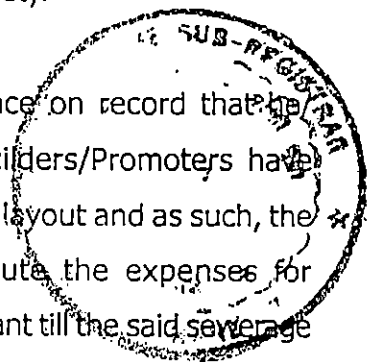
21

3406

layout and further place on record that they are aware of the fact that the Conveyance of the entire properties shall be made by the Builders/ Promoters in favour of the Apex Body of the Societies of all the buildings in the said layout and each purchasers of the flats in the said layout shall be liable to pay the expenses for stamp duty and registration charges of Deed of Conveyance of the properties in favour of the Apex Body of the Co-operative Housing Society. Provided further, each Society in the said project shall pay a sum of Rs.1100/- to become the member of the Apex Body of the Societies to be formed in the said layout. The Builder/Promoter further represents to the Purchaser/s that the conveyance of the said properties shall be executed in favour of the Co-operative Housing Society of the flat purchasers only after consuming entire F.S.I. available on the said properties and further represents that before a period of ten years from the date of formation and registration of the society, neither the Purchaser/s, nor the Co-operative Housing Society of the flat purchasers in the said building call upon the Builders/ Promoters or his/their predecessors in title to execute a Deed of Conveyance of the said property in favour of the society in view of the fact that for development of the said properties, it would take minimum ten years and as such, the Purchaser/s hereby agree and undertake that he/she/they shall not compel the Builder to execute the conveyance of the said properties for a period of ten years from the date of registration of the society.

24. The Flat/Shop Purchaser/s hereby place on record that he/she/they are aware of the fact that the Builders/Promoters have provided sewerage treatment plant in the said layout and as such, the flat Purchaser/s shall be bound to contribute the expenses for maintenance of the said sewerage treatment plant till the said sewerage treatment plant taken over by the Mira Bhayandar Municipal Corporation.

25. The Flat/Shop purchaser/s hereby place on record that the recreation ground and gardens provided in the said layout shall remain



[Handwritten signature]

[Handwritten signature: Siwari]

22

[Handwritten signature]

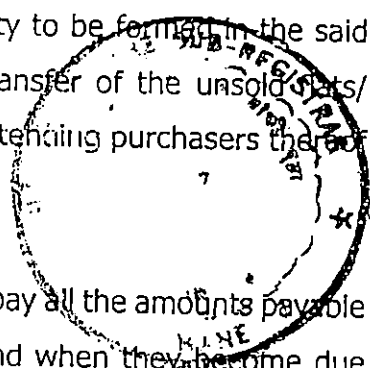
3406
22 29

common for all the buildings in the said layout and as such, individual buildings in the said layout shall not lay its claim over the said garden or recreation ground in exclusion of other buildings in the said layout.

26. The Flat/Shop Purchaser/s hereby place on record that they shall not carry on the business of Automobile or Slaughter shop, wine shop or any other business relating such activities, which would cause nuisance and inconvenience to the purchasers of the flats and other premises in the buildings to be constructed by the Builders/Promoters in the said layout.

27. The Flat/Shop Purchaser/s hereby agree and undertake to pay the service charges to the Builders /Promoters as provided under the provisions of Income Tax Act.

28. The Purchaser/s shall maintain at his/her/their own costs the said premises agreed to be purchased by him/her/them in the same good condition, state and order in which it is delivered to him/her/ them, and shall abide by all orders, bye-laws, rules and regulations of the Government, and any other authorities and the Local Authority and shall attend or answer and be responsible for all actions and violations of any of the conditions or orders or rules or bye-laws and shall observe and perform all terms and conditions contained in this Agreement. Provided further, the Society to be formed in the said building shall issue NOC for sale and transfer of the unsold flats/shops if any in the said building, to the intending purchasers thereof without demanding any consideration.



29. The Purchaser/s hereby agrees to pay all the amounts payable under the terms of this Agreement as and when they become due and payable, time in this respect being the essence of the contract. Further, the Builders/Promoters are not bound to give notice regarding such payment and the failure thereof shall not be pleaded as an excuse for non-payment of any amount or amounts on the respective due dates.



[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

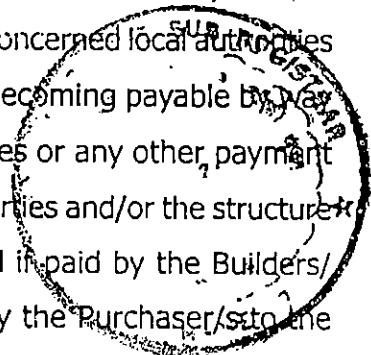
23

23
3406
23/59

30. The Purchaser/s hereby covenants with the Builders/Promoters to pay amounts required to be paid by the Purchaser/s under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep the Builders/Promoters indemnified against the said payment and observance and performance of the said covenants and conditions.

31. The Purchaser/s hereby agrees and undertakes that the Purchaser/s shall become a member of the Co-operative Society in the manner hereinafter appearing AND ALSO from time to time sign and execute the application for the Registration and other papers and documents necessary for the incorporation and the registration of such Society including the bye-laws of the proposed Society. No objection shall be raised for changes/additions made to the draft bye-laws as may be required by the Registrar of Co-operative Societies or other competent authority. The Purchaser/s shall be bound from time to time to sign, all papers and documents and to do all other things as may be required from time to time for safeguarding the interest of the Building and other flat purchasers in the said building and failure to comply with the provisions of this clause will render this agreement ipso facto to come to an end.

32. The Purchaser/s hereby agrees that in the event of any amount becoming payable by way of premium to the concerned local authorities or to the State Government or any amount becoming payable by way of betterment charge or development charges or any other payment of a similar nature in respect of the said properties and/or the structures or structures to be constructed thereon and if paid by the Builders/Promoters, the same shall be reimbursed by the Purchaser/s to the Builders/Promoters in the proportion to the area of the said premises in the said building and/or in all other structures in the said properties, as the case may be. Determination of such proportionate charges by the Builders/Promoters shall be final.



[Handwritten signature]
[Handwritten signature]

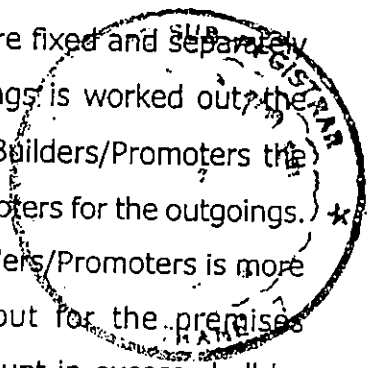
24

7-11-6
3406/14000
20/27

33. a. The Purchaser/s hereby further agrees and bind himself/herself to pay from the date of receipt of a notice from the Builders/Promoters to take the possession of said premises, his/her/their proportionate share that may be determined by the Builders/Promoters from time to time as outgoings in respect of the properties including the insurance, all taxes, water charges, common lights, lift charges, sweepers charges, tanker water charges, watchman and security, service, sanitation, additions, and alterations, paintings, colour washing etc. and all other expenses incidental to the management of the properties. Such payment shall be made by the Purchaser/s on or before 5th day of each and every calendar month in advance whether demand thereof is made or not.

b) The Purchaser/s shall pay his/her/their proportionate share of the aforesaid taxes, charges and outgoings to the Builders/Promoters until the Adhoc Committee constituted by the Purchasers of the Flats/Shops in the said building has been formed and the management of the said building and the common amenities has been handed over to such Adhoc Committee or the Co-operative Society by the Builders/Promoters as the case may be.

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



[Handwritten signature]

[Handwritten signature]

25

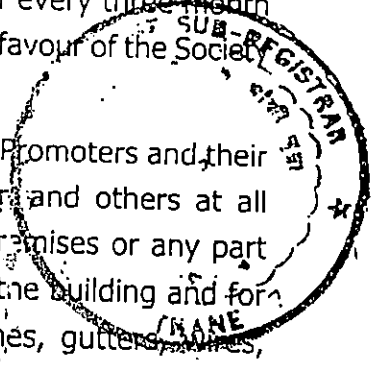
24/1/29
3406 / 1/29
24/1/29

34. The purchaser/s shall pay to the Builders the following amount on demand or on or before delivery of possession of the premises:
- 1) Toward charge of grill fixing Rs.
 - 2) For Legal Charges, Common Amenities Rs. 5500/-
 - 3) For Share money, application Entrance fee for the society and/or Limited Company Rs. 350/-
 - 4) For formation and registration of the Society or limited company Rs. 800/-
 - 5) For proportionate share of the Taxes & other charges will be paid by flat purchaser directly from the date of booking or completion of Building which ever is later. Rs.
 - 6) Towards the cost of infrastructure, Water Line, Electricity Meter, Water Deposite toward water meter Installation, Lift maintanance, etc. Rs. 8600/-
- TOTAL** Rs. 15,250/-

The Builders shall not be liable to render any accounts for the above mentioned amount & free to utilise the same for the purposes stated therein.

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

36. The Purchaser/s shall permit the Builders/Promoters and their surveyors and agents with or without workmen and others at all reasonable times to enter upon his/her/their premises or any part thereof for the purpose of repairing any part of the building and for laying checking and repairing cables, water lines, gutters, pipes, structure and other conveniences or servicing to be used for the said building and also for the purpose of maintenance, repairing and testing drainages, welding and electric wires and for similar purposes and also for the purpose of cutting off the supply of water to the premises or any other premises in the building in respect whereof the Purchaser/s of such of other premises, as the case may be, shall have



[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

3406	3406
25/12/89	

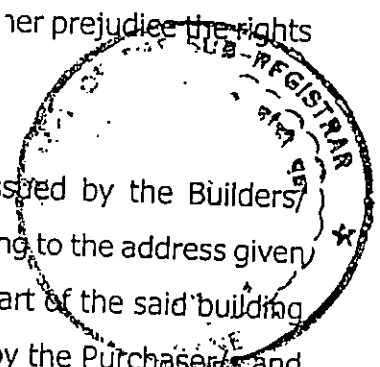
have received all dues payable to them under the terms of this Agreement and also with various purchasers of premises, the Builders/Promoters shall execute a Conveyance in favour of the said Society.

42. In the event of the Society being formed and registered before the sale and disposal by the Builders/Promoters of all the premises in the said building, the power and the authority of the Society so formed or of the purchasers herein and other purchasers of the premises shall be subject to the overall power of the Builders/Promoters in any of the matters concerning the building, the construction and completion thereof and all amenities pertaining to the same and in particular, the Builders/Promoters shall have absolute authority and control as regards the unsold premises and the disposal thereof irrespective of the fact that the Purchasers of the different premises have formed a Co-operative Society, Adhoc Committee or any other body of the purchasers of the premises.

43. Any delay or indulgence by the Builders/Promoters in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser/s for any reason whatsoever shall not be construed as a waiver on the part of the Builders/Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights and remedies of the Builders/Promoters.

44. The letters, receipts and/or notices issued by the Builders/Promoters, dispatched under certificate of posting to the address given by purchasers or pasted on the conspicuous part of the said building will be sufficient proof of receipt of the same by the Purchaser/s and shall completely and effectively discharge the Builders/Promoters.

45. If the Purchaser/s neglects, omits or fails to pay for any reason whatsoever, to the Builders/Promoters any part of the amount due and payable to the Builders/Promoters under the terms and conditions

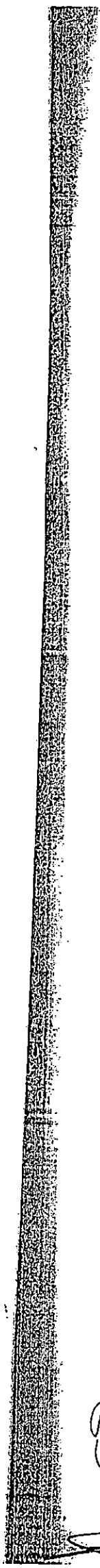


Handwritten initials

Handwritten signature

28

7-11-19
3406
21.89



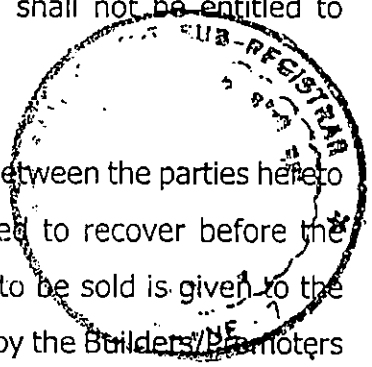
of this Agreement or otherwise (whether before or after the delivery of the possession) within the time herein specified or if the Purchaser/s shall in any other way fail to perform or observe any of the covenants and stipulations herein contained or referred to, the Builders/Promoters shall be entitled to re-enter upon and resume possession of the said premises and this Agreement shall stand terminated. The Purchaser/s herein agrees that on the Builders/Promoters re-entry on the said premises as aforesaid all the right, title and interest of the Purchaser/s in the said premises and under this Agreement shall cease and the Purchaser/s shall also be liable for immediate ejection as a Trespasser.

46. The Builders/Promoters shall in that event refund the moneys without interest paid as purchase price by the Purchaser/s only after disposing off the premises to any other party. The Builders/Promoters shall be entitled to deduct from the purchase price becoming refundable to the Purchaser/s under this clause the loss or damage suffered by the Builders/Promoters and/or other purchasers of premises on account of the Purchaser/s committing breach of any of the terms and conditions herein.

47. The name of the society shall be decided by the Builders/Promoters and the Purchasers or the Managing Committee of the Society to be formed in the said building, shall not be entitled to change such name in future at any time.

48. It is hereby expressly agreed by and between the parties hereto that the Builders/Promoters shall be entitled to recover before the possession of the premises hereby agreed to be sold is given to the purchasers all the amounts of deposits paid by the Builders/Promoters to the various authorities which are non-refundable.

49. The Purchaser/s hereby agrees that even after the Society is formed they shall not charge maintenance charges for the unsold premises to the Builders/Promoters.



[Handwritten signature]
[Handwritten signature]



20-19
3406
20 89

50. The Purchaser/s hereby agrees that he shall not avail the T.V. cables from any Cable Operator other than the Cable Operator approved by the Builders /Promoters and further agrees and undertakes that he/she shall not entertain any other T.V. Cable Operator in the said buildings.

51. The Purchaser/s also hereby agrees, confirm and place on record that the Builders/Promoters shall be entitled to allot stilts in the said buildings to the person or persons of their choice and shall also be entitled to take the consideration from such allottees of the said stilt area. Similarly, the Builders /Promoters shall also be entitled to sell the terrace abutting to the flats to the purchasers of such flats. Similarly, the Builders /Promoters shall also be entitled to allot Car Parking space in the open area in the said complex to the person or persons of their choice. The Purchaser/s also hereby place on record that he/she/they is aware of that the water connection to the said building as well as to the said flat will be provided by the Builders/ Promoters in accordance with the rules and regulations adopted by the Mira Bhayandar Municipal Corporation.

52. The Purchaser/s also hereby agrees and undertakes that he/ she/they shall become the member of the Adhoc Co-operative Housing Society of the purchasers of the premises in the said buildings till the date of formation and registration of the Society under the provisions of Maharashtra Co-operative Societies Act and shall also agree to adhere to all the rules and regulations to be formulated by such Adhoc Committee of the Co-operative Housing Society to be formed and registered by the flat/shop purchasers in the said buildings.

53. All costs, charges and expenses in connection with the formation of the Co-operative Housing Society or Limited Company or Consortium as well as the costs, charges and expenses of preparing, engrossing, stamp duty and registering all the documents of transfer including Deed of Conveyance or any other writing or writings required to be

[Handwritten signature]

[Handwritten signature]

30

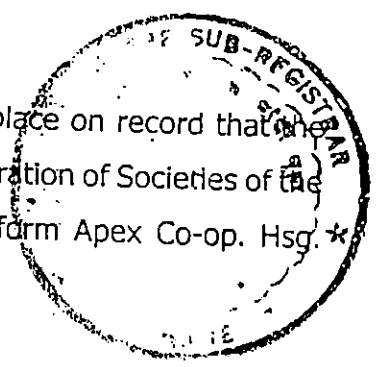
[Handwritten signature]

ट. नं. = ७
3406/2019
30/89

executed by the Builders/Promoters in favour of the Apex Co-operative Housing Society for conveying the lands together with buildings as well as the entire professional costs of the Advocate for Builders/Promoters in preparing and approving all such documents shall be borne and paid by the Society or Limited Company or Consortium to be collected proportionately by all acquirers of flats in the said building. The Builders/Promoters shall not contribute anything towards such costs, charges and expenses. The proportionate share of such costs, charges and expenses, payable by the Purchasers shall be paid by the Purchasers to the Builders/Promoters immediately on demand.

54. It is hereby agreed by and between the parties hereto that in case the Purchaser/s intend to have additional amenities to the said Flat then in that event the Purchaser/s shall execute a separate Agreement with the Builders/Promoters in respect of the said additional amenities to be provided by the Builders/Promoters to the Purchaser/s and for the same the Purchaser/s shall pay to the Builders/Promoters extra amount for the extra amenities to be provided by the Builders/Promoters to the Purchaser/s in the said Flat. It is further agreed by and between the parties hereto that the said Agreement for Additional Amenities to be executed by and between the parties hereto shall be treated as part and parcel of these presents for all purposes and intents.

55. The Purchaser/s hereby agrees and place on record that the Promoter shall be entitled to form either Federation of Societies of the buildings to be constructed by them or to form Apex Co-op. Hsg. Society of all the buildings.



56. The Purchaser/s also hereby agrees and undertakes that he/she/they shall not object the work of construction of the buildings by the Builders on their adjoining plot of lands.

57. The Purchaser/s also agrees and undertakes that after formation

Handwritten initials

Handwritten signature: Siwari



Handwritten signature

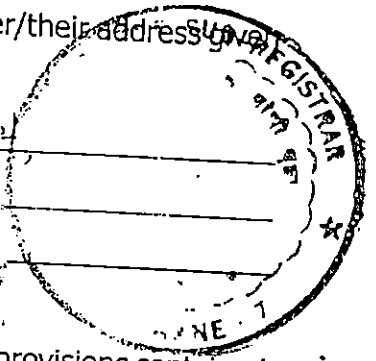
Rectangular stamp with handwritten text: 3406, 37/29

of the Society of the flat purchasers in the said buildings, he/she/they shall not take any objection to sell the unsold flats/shops in the said buildings by the Builders to the intending purchasers thereof and similarly, till the Builders sell the vacant and unsold flats/shops to the intending purchasers, neither the flat purchasers nor the Society of the flat purchasers in the said building shall demand maintenance from the Builders/Promoters in respect of the said unsold flats/shops in the said building.

58. The registration of this Agreement is compulsory and mandatory under the Indian Registration Act, and also under the Maharashtra Ownership Flat Act, 1963 within 3 months from the date of execution hereof failing which the same attracts penalty. The Purchaser/s shall at his/her/their cost lodge this Agreement within 3 months from the date hereof for registration with Sub-Registrar of Assurance at Thane and forthwith inform the Builders/Promoters, the serial number and the date under which the same is lodged to enable them to admit the execution of the same. The Purchaser/s shall pay stamp duty, registration fee and other incidental expenses for registration of this Agreement.

59. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D. at his/her/their address specified below :-

HARJAM TIWARI CHAWI 3RD ROAD
GOLINDA, SANTAKRUL (East)
MUMBAI - 400 051



60. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Maharashtra Ownership Flats (Regulation of the Promotion of the Construction etc.) Rules 1964 or any modifications, orders and

Tiwari



32-12.9
3406/19700

Tiwari

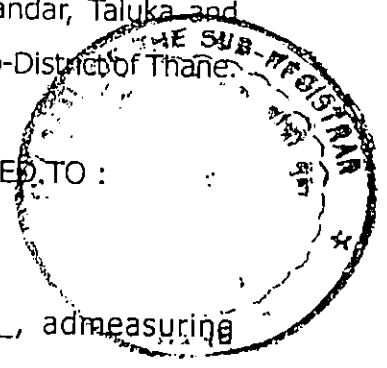
notifications issued by the competent authority under the Ownership Flats Act and for the time being in the force or any other provisions of law applicable thereto.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land bearing Old Survey No.322, New Survey No.34, Hissa No.13, admeasuring 1802.9 sq. yards, i. e. equivalent to 1490 sq. meters, Old Survey No.326, New Survey No.35, Hissa No.2, admeasuring 1439 sq. yards, i. e. equivalent to 1190 sq. meters, Old Survey No.324, New Survey No. 32, Hissa No.10, admeasuring 1778 7 sq. yards, i. e. equivalent to 1470 sq. meters, Old Survey No.326, New Survey No.35, Hissa No.1, admeasuring 1585.1 sq. yards, i. e. equivalent to 1310 sq. meters, Old Survey No.322, New Survey No. 34, Hissa No. 2, admeasuring 2698 sq. yards, i.e. equivalent to 2230 sq. meters, Old Survey No.326, New Survey No.35, Hissa No.3, admeasuring 6836 sq. yards, i. e. equivalent to 5650 sq. meters and Old Survey No. 326, New Survey No.35, Hissa No.5, admeasuring 4985.2 sq. yard, i. e. equivalent to 4120 sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane and in the Registration District and Sub-District of Thane.

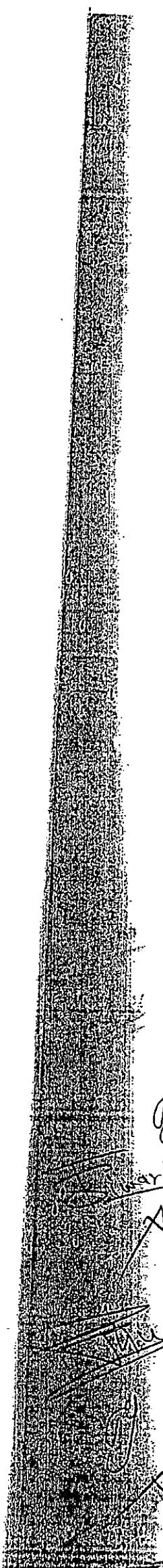
THE SECOND SCHEDULE ABOVE REFERRED TO :



Handwritten signature/initials

A Flat/Shop bearing No. 301, admeasuring 666 Sq. Feet (Built-up/Carpet) i. e. 61.89 sq. meters (Built-up/Carpet) on the 3rd floor in M

Wing of the Building No. in the complex known as **GOLDEN NEST, PHASE-XIV** to be constructed in the layout of the properties described in the First Schedule hereinbefore written.



Handwritten signature: Simari

33

Handwritten notes in a box: 301/6/1888, 63/8.9

SIGNED SEALED AND DELIVERED
by the withinnamed "BUILDERS"
M/s. SONAM BUILDERS
Through its partner
Mr. Bhawal M. Jain

[Handwritten signature]

In the presence of
1. Samir
2. Bois

SIGNED SEALED AND DELIVERED
by the withinnamed "PURCHASERS"
Surenbra Prasad Tiwari
& Jagdish Prasad S. Tiwari

Siwari

In the presence of
1. Samir
2. Bois

[Handwritten signature]

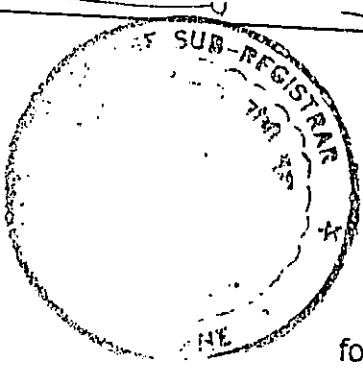
RECEIPT

RECEIVED of and from the withinnamed Purchaser/s, the sum
of Rs. 233000/- (Rupees two lakh thirty
three thousand Only) by way of part
payment/full sale consideration price hereinabove mentioned, by cash
on this 4 day of 200, by cheque
DD/pay Order bearing No. dated
drawn on

Siwari

Tiwari

[Handwritten signature]



RS. 233000/-
WE SAY RECEIVED

[Handwritten signature]

for M/s. SONAM BUILDERS
(Partner)

WITNESS :-

1. Samir
2. Bois

[Handwritten signature]

Siwari

34

7/11/10
4/10/2010

**AMENITIES IN THE BUILDING CONSISTS OF GROUND PLUS SEVEN UPPER FLOOR
IN THE GOLDEN NEST, PHASE-XIV**

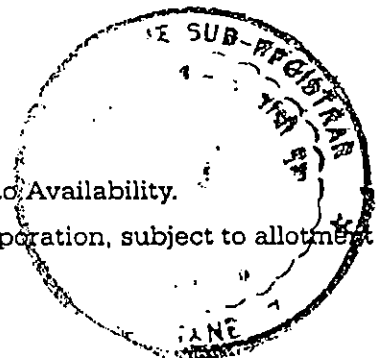
- 1) Colour Tiles in Bathroom.
- 2) Colour Tiles in Kitchen.
- 3) Colour Tiles in Toilet.
- 4) Joint Free Vitro Tiles (Western).
- 5) French Aluminum Powder Coating Sliding in Hall & Powder Coated Sliding in Bedroom & Kitchen.
- 6) Flash Door in Hall, Bedroom & Kitchen.
- 7) F.R.P Door in Bathroom & Toilet.
- 8) Loft on W/C & Bathroom with Syntax Tank.
- 9) Granite/Marble Kitchen Platform with Steel Sink.
- 10) Concealed Plumbing with Adequate Point as per Architect.
- 11) Concealed Electric with Adequate Point as per Architect.
- 12) Internet Point in Bedroom or Hall.
- 13) Intercom Connection with Visual from Lobby.
- 14) Modular Kitchen in Platform only & Exhaust Fan in Kitchen only.

ATTRACTIVE FEATURE

- 1) Decorative Lobby.
- 2) Artificially Designed Elevation.
- 3) Attractive Main Gate for Complex.
- 4) Dish Antenna & Common T.V. Antenna Connection Facility.
- 5) Entire Complex Landscapes Garden & Play park for Children.
- 6) Water Proofing on Terrace with Chips.
- 7) Basic Requirement Shops.

SALIENT FEATURES

- 1) Reliance Energy Ltd., Electric Supply.
- 2) M.T.N.L. /TATA/ REALIANCE Telephone, subject to Availability.
- 3) Water Supply from Mira Bhayandar Municipal Corporation, subject to allotment of connection.
- 4) Best Bus Service.



[Handwritten signature]
[Handwritten signature]
 Siwari

[Handwritten signature]

एनए-७
३१/११/०७
३१/११



मिरा भाईदर महानगरपालिका.

मुख्य कार्यालय, भाईदर (प.).

छत्रपती शिवाजी महाराज मार्ग, ता. जि. ठाणे - ४०९ ९०९.

मनपा/नर/६९७/२००३-०५

दिनांक :- २३/०७/२००३

नगरपालिका सहायक उपायुक्त श्री. ग. भास्कर उपायुक्त २) श्री हर्षद वाडीलाल शाह ३) नाशयग भुसंड धरत वरुण
नगरपालिका सहायक श्री.मेमस मोनम बिल्डर ४) श्री हरीचंद्र का. पायिल ५) श्री देवराज वा. पायिल
नगरपालिका सहायक श्री. विभा विभाशरद मेमस

विषय :- मिरा भाईदर महानगरपालिका क्षेत्रातील मोजे गोडदेव सर्वे क्र./ हिस्सा क्र. नवीन २२/२९३, ३२/९०, ३५/१२ जूना ३२२/२९३, ३२७/९० या जागेत नियोजित बांधकामास वांधकाम प्रारंभपत्र मिळणेबाबत. ३२६/१२

संदर्भ :- १) आपला दि. १५.२.०३ दि. १६.६.०३ च्या अर्जाविरुद्धी

२) मे. सक्षम प्राधिकारी नागरी संकुलन ठाणे यांचेकडील आदेश क्र. यू.एल.सी./ टी.ए./सेधीनी/५५६२/२००३ दि. १३.०३.०३ दिनांक १९.३.०३ ची मंजूरी. टे.न.ए. भाईदर/२९+१०१०+१३२३ दि. ३९.१२.०२

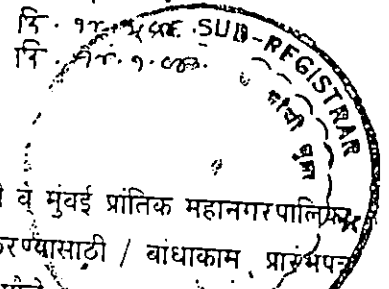
३) मा. जिल्हाधिकारी ठाणे यांचेकडील अकृषिक परवानगी आदेश क्र. मसकुल/क.१/टे.१/एन.ए.सी./प्रल.भा.१२९/०३ दि. ८.१०.०३
४) मसकुल/क.१/टे.१/एन.ए.सी./प्रल.भा.१२०/०३ दि. ८.१०.०३
५) मसकुल/क.१/टे.१/एन.ए.सी./प्रल.भा.१२२/०३ दि. ८.१०.०३

६) मनपा/नर/२५०५/१९३८/२००३-०३ दि. ५.२.०३

७) मनपा/नर/१८८५/१०५८८/२००३-०३ दि. १९.१२.०३

८) मनपा/नर/१५०५/१०५८५/२००३-०३ दि. १९.१२.०३

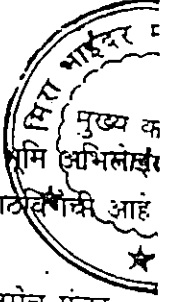
∴ बांधकाम प्रारंभपत्र :-



महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या कलम ४५ अन्वये व मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ चे कलम २५३, २५४ (प्रकरण १२ सह) विकास कार्य करण्यासाठी / बांधकाम प्रारंभपत्र मिळण्यासाठी आपण विनंती केले नुसार मिरा भाईदर महानगरपालिका क्षेत्रातील मोजे गोडदेव सर्वे क्र./हिस्सा क्र. नवीन २२/२९३, ३२/९० जूना ३२२/२९३, ३२७/९० या जागेतील रेखांकन, इमारतबांध बांधकाम प्रारंभपत्र मिळण्याबाबत हिरीच्या रंगाने दुरुस्ती दर्शविल्याप्रमाणे खालील अटी व शर्तीचे अनुपालन आपणाकडून होण्याच्या बाबत साहज ही मंजूरी देण्यात येत आहे.

संदर्भ भुखंडाचा वापर फक्त बांधकाम नकाशात दर्शविलेल्या वापरामाठीच करण्याचा आहे. बांधकाम प्रारंभपत्र मिळण्यासाठी आपणास आपल्या हक्कात नसलेल्या जागेवर कोणतेही बांधकाम करता येणार नाही.

३५०६/२००३
३८/६९



- मंजूर नकाशाप्रमाणे जाग्वर प्रत्यक्ष मोजणी करून घेणेची आहे व त्यांची जिल्हा निरीक्षक यांना प्रमाणीत केलेली नकाशाची प्रत या कार्यालयाच्या अभिलेखात दोन प्रतीमध्ये पाठविल्या आहेत. त्यास मंजूरी घेणे आवश्यक आहे.
- मंजूर भूखंडाची उपविभागणी नगर परिषदेच्या पूर्वपरवानगीशिवाय करता येणार नाही. तसेच मंजूर रेखांकनातील इमारती विक्री करण्यासाठी इतर/दुस-या विकासकाम अधिकार दिल्यास / विकामासाठी अधिकृत केल्यास दुय्यम / दुस-या विकासकाने मंजूर बांधकाम नकाशे व वटई क्षेत्राचे व परवानगीत नमूद अटी व शर्तीचे उल्लंघन केल्यास / पालन न केल्यास या सर्व कृतीस मुळ विकासक धारक व वास्तुविशारद जवाबदार राहिल.
- जागेच्या आजुबाजुला जे पुर्वीचे नकाशे मंजूर झाले आहेत त्याचे रस्ते हे सदर नकाशातील रस्त्याशी प्रत्यक्ष मोजणीचे व सिमांकनाचे वेळी सुसंगत जुळणे आवश्यक आहे. तसेच या जाग्वरील प्रस्तावीत होणा-या बांधकामास रस्ते संलग्नित ठेवणे व सार्वजनिक वापरासाठी खुले ठेवणेची जवाबदारी विकासक/वास्तुविशारद / धारक यांची राहिल. रस्त्याबाबत व वापराबाबत आपली / धारकाची कोणतेही हरकत असणार नाही.
- जागा जमीन धारणा कायदा १९७६ चे तरतुदीना व महाराष्ट्र जमीन महसुल अधिनियम च्या तरतुदीस कोणत्याही प्रकारची बाधा येता कामा नये व या दोन्ही कायद्यान्वये पाहिले झालेल्या व यापुढे वेळोवेळी होणा-या सर्व आदेशाची अंमलबजावणी करण्याची जवाबदारी विकासक व वास्तुविशारद इतर धारक यांची राहिल.
- रेखांकनात /बांधकाम नकाशात इमारतीचे समोर दर्शविण्यात / प्रस्तावीत करण्यात आलेली सामाईक अंतराची जागा ही सार्वजनिक असून महानगरपालिकेच्या मालकीची राहिल व या जागेचा वापर सार्वजनिक रस्त्यासाठी /रस्ता रुंदीकरणामाठी करण्यात येईल. याबाबत अर्जदार व विकासक व इतर धारकांचा काणताही कायदेशीर हक्क असणार नाही.
- मालकी हक्काबाबतचा वाद उत्पन्न झाल्यास त्यास अर्जदार, विकासक, वास्तुविशारद, धारक व संबंधीत व्यक्ती जवाबदार राहतील. तसेच वरील जागेम पांच मार्ग उपलब्ध असल्याची व जागेच्या हद्दी जाग्वर प्रत्यक्षपणे जुळविण्याची जवाबदारी अर्जदार, विकासक, वास्तुविशारद यांची राहिल. यामध्ये तफावत निर्माण झाल्यास सुधारीत मंजूरी घेणे क्रमप्राप्त आहे.
- मंजूर रेखांकनातील रस्ते इंजिन व गटारे व खुली जागा (आर.जी.) अर्जदाराने / विकासकाने नगरपालिकेच्या नियमाप्रमाणे पूर्ण करून सुविधा सार्वजनिक वापरासाठी कायम स्वरुपी खुली ठेवणे बांधकाम धारक राहिल.
- मंजूर रेखांकनातील इमारतीचे नियमावलीनुसार जोत्याचे प्रमाणपत्र प्राप्त केल्याशिवाय बांधकाम करण्यात येऊ नये.
- इमारतीस उदवाहन, अग्निशामक, तरतुद, पाण्याची जमिनीवरील व इमारतीवरील अशा देण ठेवणे व इलेक्ट्रीक पंपसेटसह तरतुद केलेली असली पाहिजे.
- महानगरपालिका आपणांस बांधकामासाठी व पिण्यासाठी व इतर कारणासाठी पाणी पुरवठा करण्याची हमी घेत नाही. याबाबतची सर्व जवाबदारी विकासक/धारक यांची राहिल. तसेच सांडपाण्याची साय व मेलविसर्जनाची व्यवस्था काण्याची जवाबदारी विकासकाची / धारकाची राहिल.

...२...

क्र. नं. = ७
३५०६
२०/१२

मनपा/नर/ ११३६/२००४-०५

दि. ११/१०/२००४

मंजुरी स.नं., हि.नं., मांजं. नगरपालिका/ महानगरपालिका मजुरी, विल्डरचे नांव, आर्किटेक्टचे नांव, अकृषिक मंजुरी व इतर मंजुरींचा तपशील दर्शविणारा फलक प्रत्यक्ष जागंवर लावण्यात आल्यानंतरच विकास कामास सुरुवात करणे बंधनकारक राहिल. तसेच सर्व मंजुरीचे मुळ कागदपत्र तपासणीसाठी/ प्रत्येक भागासाठी जागेवर सर्व कालालधीसाठी उपलब्ध करून देवणे ही वास्तुविशारद व विकासक यांची जबाबदारी आहे. अशी कागदपत्रे जागंवर प्राप्त न झाल्यास तातडीने काम बंद करण्यात येईल. मंजूर रेखांकनातील इमारतीचे बांधकाम करण्यापूर्वी मातीची चाचणी (Soil Test) घेऊन व बांधकामाची जागा भूकंप प्रवण क्षेत्राचे अनुपंगाने सर्व तांत्रिक बाबी विचारात घेऊन (Specifically earthquake of highest intensity in seismic zone should be considered) आर.सी.सी. डिझाईन तयार करून घ्यावे. सक्षम अधिका-यांची मंजुरी घेणे. तसेच इमारतीचे आयुष्यमान, वापर, बांधकाम चालू साहित्याचा दर्जा व गुणवत्ता व अग्नि क्षमण व्यवस्था याबाबत नॅशनल विल्डींग कोड प्रमाणे तरतुदी करून कार्यान्वीन करणे तसेच बांधकाम चालू असताना तांत्रिक व अंतांत्रिक कार्यवाही पूर्ण करून त्याची पालन करण्याची जबाबदारी अर्जदार/ विकासक/ स्ट्रक्चरल अभियंता/ वास्तुविशारद/ बांधकाम पर्यवेक्षक/ धारक संयुक्तपणे राहिल.

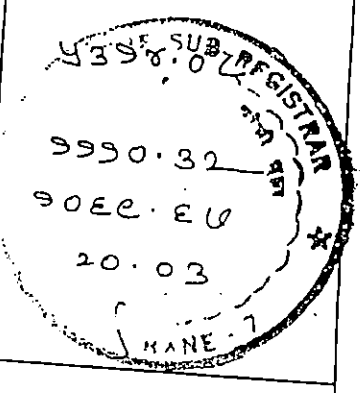
रेखांकनातील जागेत विद्यमान झाडे असल्यास तोडण्यासाठी महानगरपालिकेची व इतर विभागांची पुर्व मजुरी घ्यावी. बांधकाम करणे बंधनकारक आहे. तसेच खुल्या जागेत वृक्षारोपण करण्यात यावे.

मंजूर बांधकाम नकाशे व जागेवरील बांधकाम यामध्ये तफावत असल्यास नियमावलीनुसार त्वरीत सुधारीत बांधकाम नकाशे मंजूर घेणे बंधनकारक आहे अन्यथा हे बांधकाम मंजूर विकास नियंत्रण नियमावलीनुसार अनधिकृत ठरते त्यानुसार उक्त अनधिकृत बांधकाम तोडण्याची कार्यवाही करण्यात येईल.

बांधकाम पत्र क्र. ११३६/२००४/नर/११३६/२००४-०५.....दि. १३/१०/२००४. अन्वये यासंबंधित मंजूर रेखांकनात प्रस्तावित केलेल्या इमारतीचे बांधकाम खालीलप्रमाणे मर्यादित ठेवून त्यानुसार कार्यवाही करणे बंधनकारक राहिल

इमारतीचे नांव/प्रकार	संख्या	तळ + मजले	प्रस्तावित बांधकाम क्षेत्र चौ.मी. . .
'सी', 'डी', 'सी', 'सी', 'आर', 'एस', 'के', 'एल', 'एम', 'एन'	६	तळ + ४ फ्लॉर	३३६६.४०
'आय'	४	पारिंतळ + सात फ्लॉर	५३५४.००
'जे'	१	पारिंतळ + सात फ्लॉर	१११०.३२
'एस-१'	१	पारिंतळ + सात फ्लॉर	१०६६.६०
§	§	तळ	२०.०३
		एकूट	१०६१२.५० चौ.मी.

व्यावसायिक बांधकाम क्षेत्र - १६.५१ चौ.मी.
 व्यावसायिक निव्वळ क्षेत्र - ६.२७ चौ.मी.
 एकूट क्षेत्र - १०६१२.२६ चौ.मी.
 एन.ए.ए. कॉमन बॉटम - ७.६६ चौ.मी.
 निव्वळ बांधकाम क्षेत्र - १०६०४.६० चौ.मी.
 १०९



जा फ्र / मन्गण/नर/६६७/२००४ २००५

दि. १३/०५/२००४

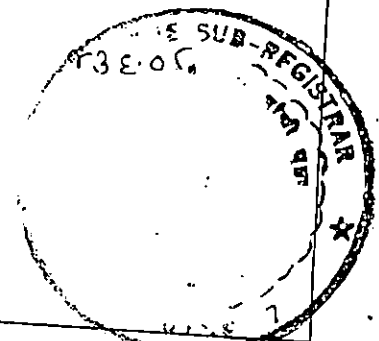


अर्जदारांने स.नं., हि.नं., मांजं, नगरपालिका/ महानगरपालिका मंजूरी, विल्डरचे नांव, आर्किटेक्टचे नांव, अकृषिक मंजूरी व इतर मंजूरीचा तपशील दर्शविणारा फलक प्रत्यक्ष जागेवर लावण्यात आल्यानंतरच इतर विकास कामास मुरुवात करणे बंधनकारक राहिल. तसेच सर्व मंजूरीचे मुळ कागदपत्र तपासणीसाठी/ निरीक्षणासाठी जागेवर सर्व कालालधीसाठी उपलब्ध करून ठेवणे ही वास्तुविशारद व विकासक यांची संयुक्त जबाबदारी आहे. अशी कागदपत्रं जागेवर प्राप्त न झाल्यास तातडीने काम बंद करण्यात येईल. मंजूर रेखांकनातील इमारतीचे बांधकाम करण्यापूर्वी मातीची चाचणी (Soil Test) घेऊन व बांधकामाची जागा भूकंप प्रवण क्षेत्राचे अनुपंगानं सर्व तांत्रिक बाबी विचारात घेऊन (Specifically earthquake of highest intensity in seismic zone should be considered) अ.र.सी.सी. डिझाईन तयार करून संबंधीत सक्षम अधिका-यांची मंजूरी घेणे. तसेच इमारतीचे आयुष्यमान, वापर, बांधकाम चालू साहित्याचा दर्जा व गुणवत्ता व अग्नि क्षमण व्यवस्था याबाबत नॅशनल विल्डींग कोड प्रमाणे तरतुदी करून कार्यान्वीन करणे तसेच बांधकाम चालू असतांना तांत्रिक व अंतांत्रिक कार्यवाही पूर्ण करून त्याची पालन करण्याची जबाबदारी अर्जदार/ विकासक/ स्ट्रक्चरल अभियंता/ वास्तुविशारद/ बांधकाम पर्यवेक्षक/ धारक संयुक्तपणे राहिल.

रेखांकनातील जागेत विद्यमान झाडे अमत्यास तोंडण्यासाठी महानगरपालिकेची व इतर विभागांची पूर्व मंजूरी प्राप्त करणे बंधनकारक आहे. तसेच खुल्या जागेत वृक्षारोपण करण्यात यावे. मंजूर बांधकाम नकाशे व जागेवरील बांधकाम यामध्ये तफावत असल्यास नियमावलीनुसार त्वरीत सुधारीत बांधकाम नकाशे मंजूर घेणे बंधनकारक आहे अन्यथा हे बांधकाम मंजूर विकास नियंत्रण नियमावलीनुसार अनधिकृत ठरते त्यानुसार उक्त अनधिकृत बांधकाम तोंडण्याची कार्यवाही करण्यात येईल. यापूर्वी पत्र क्र..... दि..... अन्वये

यासोबतच्या मंजूर रेखांकनात प्रस्तावित केलेल्या इमारतीचे बांधकाम खालीलप्रमाणे मर्यादित ठेवून त्यानुसार कार्यान्वीत करणे बंधनकारक राहिल.

अ.क्र.	इमारतीचे नांव/प्रकार	संख्या	तळ + मजले	प्रस्तावित बांधकाम क्षेत्र चौ.मी.
	अ. वी	२	तळ + ४	१२६६.८२
	इ. शफ, जी. रच	४	तळ + ४ पट्टे	२२६५.६०
	कम	१	२६६६ + १ पट्टे	
				३७६९.४०



३५०६
४२-६९



- १) बांधकाम साहित्य रस्त्यावर व सार्वजनिक ठिकाणी ठेवता येणार नाही. याबाबतचे उर्वरणाचे महानगरपालिकेकडून आपणाविरुद्ध दंडात्मक कार्यवाही करण्यात येईल.
- २) इमारतीचे बांधकामाबाबत व पूर्णत्वाबाबत नियमावलीतील वाव कं. ४३ ते ४६ ची काटेकोरपणे अंमलबजावणी करण्याची संपुर्ण जबाबदारी विकासक/ अभियंता, वास्तुविशारद, स्ट्रक्चरल अभियंता, पर्यवेक्षक व धारक यांची राहिल.
- ३) महानगरपालिकेने मंजूर केलेले बांधकाम नकाशे व बांधकाम प्रारंभ पत्र रद्द करण्याची कार्यवाही खालील बाबतीत करण्यात येईल व मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ व महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या तरतुदीनुसार संबंधितांविरुद्ध विहित कार्यवाही करण्यात येईल.
- १) मंजूर बांधकाम नकाशाप्रमाणे बांधकाम न केल्यास.
- २) मंजूर बांधकाम नकाशे व प्रारंभ पत्रातील नमुद सर्व अटी व शर्तीचे पालन होत नसल्याचे निदर्शनास आल्यास.
- ३) प्रस्तावित जागेचे वापरात महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ व इतर अधिनियमान्वये प्रस्तावाखालील जागेच्या वापरात बदल होत असल्यास अथवा वापरात बदल करण्याचे नियोजित केल्यास.
- ४) महानगरपालिकेकडे सादर केलेल्या प्रस्तावात चुकीची माहिती व विधी ग्राह्यता नसलेली कागदपत्रे सादर केल्यास व प्रस्तावाच्या अनुषंगाने महानगरपालिकेची दिशाभुत केल्यास निदर्शनास आल्यास या अधिनियमाचे कलम २५८ अन्वये कार्यवाही करण्यात येईल.
- २१) प्रस्तावीत इमारतीमध्ये तळमजल्यावर स्टिल्ट (Stilt) प्रस्तावीत केले असल्यास स्टिल्टची उंची मंजूर बांधकाम नकाशाप्रमाणे ठेवण्यात यावी व या जागेचा वापर वाहनतळासाठीच करण्यात यावा.
- २२) मंजूर विकास योजनेत विकास योजना रस्त्याने / रस्ता रुंदीकरणाने बाधित होणारे क्षेत्र..... चौ.मी./ महानगरपालिकेकडे हस्तांतर केले असल्याने व ह्या हस्तांतर केलेल्या जागेच्या मोठेपणात आपणांस अतिरिक्त चढई क्षेत्रांचा लाभ/ मंजूरी देण्यात आला असल्याने सादरचे क्षेत्रे कायमस्वरूपी खुली/ मोकळे/ अतिक्रमणविरहीत ठेवण्याची जबाबदारी विकासकाची राहिल. तसेच या जागेचा मालकी हक्क इतरांकडे कोणत्याही परिस्थितीत व केव्हाही वर्ग करता येणार नाही. तसेच या क्षेत्राचा ट्रांकडून मोवदला आपणांस इतर संबंधितास व धारकास स्विकारता येणार नाही.
- २३) मंजूर बांधकाम नकाशातील २४.० मी. पेक्षा जास्त उंचीचे इमारतीचे अग्निशमन व्यवस्थेबाबत सक्षम अधिका-यांचे 'ना हरकत प्रमाणपत्र' सादर करणे बंधनकारक आहे.
- २४) मंजूर रेखांकनाच्या जागेत विद्यमान इमारत तोडण्याचे प्रस्तावीत केले असल्यास विद्यमान बांधकामास मंजूर महानगरपालिकेकडून प्रमाणीत करून घेतल्यानंतर विद्यमान इमारत तोडून नवीन बांधकामास प्रारंभ करणे बंधनकारक आहे.
- २५) प्रस्तावातील इमारतीचे बांधकाम पूर्ण झाल्यानंतर नियमाप्रमाणे पूर्ण झालेल्या इमारतीस प्रथम वापर परवाना प्राप्त करून घेणे व तदनंतरच इमारतीचा वापरामाठी वापर करणे अनिवार्य आहे. महानगरपालिकेकडून वापर परवाना न घेता इमारतीचा वापर चालू असल्याचे निदर्शनास आल्यास

३४०६/५०००
३४९

जा क्र / मनपा / नर / एए / 2008 - 09

दि १३/०७/०८

५६

- जवळील वास्तुविशारद, विकासक व धारक यांच्यावर व्यक्तीशः कायदेशीर कार्यवाही करण्यात येईल.
- २६) पुनर्विक्रीत / नव्याने पूर्ण हांगा-या इमारतीमध्ये विद्यमान रहिवाशांना सामावून घेण्याची कायदेशीर जबाबदारी वास्तुविशारद, विकासक व धारक यांची राहिल. याबाबतची सर्व कायदेशीर पुर्तता (विकासकाने रहिवाशांसोबत करावयाचा करारनामा व इतर बाबी) विकासकाने / धारकाने करणे बंधनकारक राहिल.
- २७) या मंजूरीची मुदत दि.१३/०७/२००८ पासून दि.१३/०७/२००९ पर्यंत राहिल. तदनंतर महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे तरतुदीनुसार विहित कालावधीसाठी नुतनीकरण करण्यात येईल अन्यथा सदरची मंजूरी कायदेशीररीत्या आपोआप रद्द होईल.
- २८) यापूर्वीचे पत्र क्र.....मनपा/नर/...१९८२.../१०५८८/०३-८८... दिनांक १४.१.०८...
अन्वये देण्यात आलेली मंजूरी रद्द करण्यात येत आहे. १०५८८/०३-८८ १४.१.०८
- २९) सदरच्या आदेशातील नमूद अटी व शर्तीचे पालन करण्याची जबाबदारी अर्जदार, वास्तुविशारद, विकासक, अधिकार पत्रधारक, बांधकामपर्यवेक्षक स्ट्रक्चरल अभियंता व धारक यांची राहिल.
- मनपा/नर/ एए / २००८/२००५ दि. १३/०७/२००८

'सावधान'

मंजूर बांधकाम नकाशे व प्रारंभ पत्रात नमूद अटी व शर्तीचे पालन न करता बांधकाम केल्यास व नियमावलीनुसार आवश्यक असलेल्या परवानगा या न घेता बांधकाम करणे व वापर करणे वंकायदेशीर असून सदरहू बांधकाम अनधिकृत बांधकामातून अधिनियम १९६६ व मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ च्या तरतुदीनुसार दखलपात्र ठरून संवंधीत व्यक्ती शिक्षस पात्र ठरतात.

आपला,

आयुक्त,

मिरा भाईदर महानगरपालिका.



Name of the stamp duty paying Party		Rs.	5750/-
TOTAL		Rs.	5750/-
Service Charge (Rs. 10 per doc)		Rs.	
Franking Value		Rs.	
Pay to Acct Stamp Duty Thane			
Br. Mira Road			
Citizen's Copy			
CITIZEN CREDIT CO-OPERATIVE BANK LTD.			
Lic # D-5/STP(V)/O.R. 1009/02/2005/200-203			
Date 02-07-08			
Franking Sr. No. 56187			
Cashier			
Officer			

3406

56187



मिरा भाईदर महानगरपालिका.

मुख्य कार्यालय, भाईदर (प.),

छत्रपती शिवाजी महाराज मार्ग, ता. जि. ठाणे - ४०९ ९०९.

सि.भा./मनपा, नर/११३६/२००४-०५

दिनांक - ०१/०८/२००४

मान/जागामालक श्री. राजेश्वर का. पाटील व देवराज का. पाटील

अधिकार पत्रधारक श्री./मेंमर्स रिजिस्ट्रार बिराड

वास्तुविशारद मेंमर्स पि.डी. कलसकर

विषय :- मिरा भाईदर महानगरपालिका क्षेत्रातील मांजे ३०३२९ सर्वे क्र./ हिस्सा क्र. नवीन ३५/३.५ जूना ३२६/३.५ या जागेत नियोजित बांधकामास बांधकाम प्रारंभपत्र मिळणंवावत.

संदर्भ :- १) आपला दि. १७/०८/२००४ चा अर्ज.

२) मे. सक्षम प्राधिकारी नागरी संकुलन ठाणे यांचेकडील आदेश क्र. यू.एल.सी./ टी.ए./२-६/२००४ एस.आर. ०५०२०५१११ दिनांक १०.०३.०६ ची मंजूरी. १३.०९.०३

३) मा. जिल्हाधिकारी ठाणे यांचेकडील अकृषिक परवानगी आदेश क्र. २२२/२००४ दि. १२.०८/२००४

४) मा. कार्यालयीन पत्र क्र. ५५६/२००४-०५ सि.भा./मनपा/नर/११३६/२००४-०५

५) दि. १३/०८/२००४ अर्ज क्र. ११३६/२००४-०५

:- बांधकाम प्रारंभपत्र :-



महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या कलम ४५ अन्वये व संवैधानिक महानगरपालिका अधिनियम १९४९ चे कलम. २५३, २५४ (प्रकरण ३२ सह) विकास कार्य करण्यासाठी / बांधकाम प्रारंभपत्र मिळण्यासाठी आपण विनंती केले नुसार मिरा भाईदर महानगरपालिका क्षेत्रातील मांजे ३०३२९ सि.स.नं./सर्वे क्र./हिस्सा क्र. नवीन ३५/३.५ जूना ३२६/३.५ या जागेतील रेखांकन, इमारतीचे बांधकाम नकाशांम हिरव्या रंगाने दुरुस्ती दर्शविल्याप्रमाणे खालील अटी व शर्तीचे अनुपालन आपणाकडून होण्याच्या अधीन राहून ही मंजूरी देण्यात येत आहे.

- १) मदर भुखंडाचा वापर फक्त बांधकाम नकाशात दर्शविलेल्या वापरामाठीच करण्याचा आहे.
- २) मदरची बांधकाम परवानगी आध्याम आपल्या हक्कात नसलेल्या जागेवर कोणतेही बांधकाम करता येणार नाही.

दिनांक = ७
सर्वे क्र. ३५/३.५
२५/०९

मंजूर नकाशाप्रमाणे जागंवर प्रत्यक्ष माजणा करून घेणेची आहे व त्याची जिल्हा निरक्षक भूमि अधिष्ठाता यांनी प्रमाणीत केलेली नकाशाची प्रत या कार्यालयाच्या अभिलेखात दोन प्रतीमध्ये पाठविणेची आहे व त्याम मंजूरी घेणे आवश्यक आहे.

मदर भूखंडाची उपविभागणी नगर परिषदेच्या पूर्वपरवानगीशिवाय करता येणार नाही. तसेच मंजूर रेखांकनातील इमारती विकसीत करण्यासाठी इतर/दुस-या विकासकाम अधिकार दिल्याम / विकासामाठी प्रधिकृत केल्याम दुय्यम / दुस-या विकासकामे मंजूर बांधकाम नकाशे व चटई क्षेत्राचे व परवानगीत नमूद अटी व शर्तीचे उल्लंघन केल्याम / पालन न केल्याम या सर्व कृतीम मुळ विकासक धारक व वास्तुविशारद जबाबदार राहिल.

या जागेच्या आजुवाजुला जे पुर्वीचे नकाशे मंजूर झाले आहेत त्याचे रस्ते हे मदर नकाशातील रस्त्याशी प्रत्यक्ष मांजणीचे व सिमांकनाचे वेळां मुसंगत जुळणे आवश्यक आहे. तसेच या जागेवरील प्रस्तावीत हांगा-या बांधकामास रस्ते संलग्नित ठेवणे व सार्वजनिक वापरासाठी खुले ठेवणेची जबाबदारी विकासक/ वास्तुविशारद / धारक यांची राहिल. रस्त्याबाबत व वापराबाबत आपली / धारकाची कोणतेही हरकत असणार नाही.

नागरी जमीन धारणा कायदा १९७३ चे तरतुदीना व महाराष्ट्र जमीन महसुल अधिनियम च्या तरतुदीम कोणत्याही प्रकारची बाधा येता कामा नये व या दोन्ही कायद्यान्वये पारीत झालेल्या व यापुढे वेळांवेळी हांगा-या सर्व आदेशाची अंमलबजावणी करण्याची जबाबदारी विकासक व वास्तुविशारद इतर धारक यांची राहिल.

रेखांकनात / बांधकाम नकाशात इमारतीचे समोर दर्शविण्यात / प्रस्तावीत करण्यात आलेली सामासीक अंतराची जागा ही सार्वजनिक असून महानगरपालिकेच्या मालकीची राहिल व या जागेचा वापर सार्वजनिक रस्त्यासाठी / रस्ता रुंदीकरणासाठी करण्यात येईल. याबाबत अर्जदार व विकासक व इतर धारकांचा कोणताही कायदेशीर हक्क असणार नाही.

मालकी हक्काबाबतचा वाद उत्पन्न झाल्यास त्याम अर्जदार, विकासक, वास्तुविशारद, धारक व संबंधीत व्यक्ती जबाबदार राहतील. तसेच वरील जागेस पांच भाग उपलब्ध असल्याची व जागेच्या हद्दी जागंवर प्रत्यक्षपणे जुळविण्याची जबाबदारी अर्जदार, विकासक, वास्तुविशारद यांची राहिल. यापुढे तयार होणारे निर्माण झाल्यास सुधारीत मंजूरी घेणे क्रमप्राप्त आहे.

मंजूर रेखांकनातील रस्ते ड्रेनेज व गटारे व खुली जागा (आर.जी.) अर्जदाराने / विकासकाने नगरपालिकेच्या नियमाप्रमाणे पुर्ण करून सुविधा सार्वजनिक वापरासाठी कायम स्वरुपी खुली ठेवणे बांधकाम राहिल.

मंजूर रेखांकनातील इमारतीचे नियमावलीनुसार जात्याचे प्रमाणपत्र प्राप्त केल्याशिवाय उर्वरीत बांधकाम करण्यात येऊ नये.

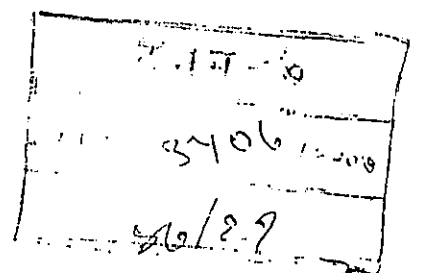
इमारतीम उदवाहन, अग्निशामक, तरतुद, पाण्याची जमिनीवरील व इमारतीवरील अशा देणे टाकणे व इलेक्ट्रीक पंपसेटसह तरतुद केलेली असली पाहिजे.

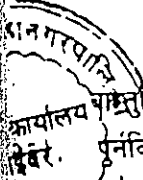
महानगरपालिका आपणास बांधकामासाठी व पिण्यासाठी व इतर कारणासाठी पाणी पुरवठा करण्याची हमी घेत नाही. याबाबतची सर्व जबाबदारी विकासक/धारक यांची राहिल. तसेच मांडपाण्याची सोय व मंलविसर्जनाची व्यवस्था काण्याची जबाबदारी विकासकाची/ धारकाची राहिल.

क्र. नं. = ६
३५०६ / १०००
५४/१९



- १८) वांधकाम साहित्य रस्त्यावर व मावजोनीक ठिकाणी ठेवता येणार नाही. यावावतचे उल्लंघन झाल्यास मुळ महानगरपालिकेकडून आपणाविरुद्ध दंडात्मक कार्यवाही करण्यात येईल.
- १९) इमारतीचे बांधकामावावत व पुर्णत्वावाचन नियमावलीतील बाब क्र. ८३ ते ८६ ची काटेकोरपणे अंमलबजावणी करण्याची संपुर्ण जबाबदारी विकासक/ अभियंता, वास्तुविशारद, स्ट्रक्चरल अभियंता, पर्यवेक्षक व धारक याची राहिल.
- २०) महानगरपालिकेने मंजूर केलेले वांधकाम नकाशे व वांधकाम प्रारंभ पत्र रद्द करण्याची कार्यवाही खालील वावतीत करण्यात येईल व मुंबई प्रांतिक महानगरपालिका अधिनियम १९६९ व महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या तरतुदीनुसार संबंधिकाविरुद्ध विहित कार्यवाही करण्यात येईल.
- १) मंजूर वांधकाम नकाशाप्रमाणे वांधकाम न केल्यास.
 - २) मंजूर वांधकाम नकाशे व प्रारंभ पत्रातील नमुद सर्व अटी व शर्तीचे पालन होत नसल्याचे निदर्शनास आल्यास.
 - ३) प्रस्तावित जागेचे वापरात महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ व इतर अधिनियमान्वये प्रस्तावाखालील जागेच्या वापरात बदल होत असल्यास अथवा वापरात बदल करण्याचे नियोजित केल्यास.
 - ४) महानगरपालिकेकडे सादर केलेल्या प्रस्तावात चुकीची माहिती व विधी ग्राहयता नसलेली कागदपत्रे सादर केल्यास व प्रस्तावाच्या अनुषंगाने महानगरपालिकेची दिशाभुत केल्यास निदर्शनास आल्यास या अधिनियमाचे कलम २५८ अन्वये कार्यवाही करण्यात येईल.
- २१) प्रस्तावीत इमारतीमध्ये तळमजल्यावर स्टिल्ट (Stilt) प्रस्तावीत केले असल्यास स्टिल्टची उंची मंजूर वांधकाम नकाशाप्रमाणे ठेवण्यात यावी व या जागेचा वापर वाहनतळासाठीच करण्यात यावा.
- २२) मंजूर विकास योजनेत, विकास योजना रस्त्याने / रस्ता रुंदीकरणाने बांधित होणारे क्षेत्र..... चां.मी./ महानगरपालिकेकडे हस्तांतर केले असल्याने व हया हस्तांतर केलेल्या जागेच्या मांडवल्यात आपणांस अतिरिक्त घटई क्षेत्रांचा लाभ/ मंजुरी देण्यात आली असल्याने सदरचे क्षेत्र कायमस्वरुपी खुली/ मोकळे/ अतिक्रमणविरहीत ठेवण्याची जबाबदारी विकासकाची राहिल. तसेच या जागेचा मालकी हक्क इतरांकडे कोणत्याही परिस्थितीत व केव्हाही वर्ग करता येणार नाही. तसेच या क्षेत्राचा इरांकडून मांडवला आपणांस इतर संबंधितास व धारकास स्विकारता येणार नाही.
- २३) मंजूर वांधकाम नकाशातील २८.० मी. पेक्षा जास्त उंचीचे इमारतीचे अग्निशमन व्यवस्थेबाबत सक्षम अधिका-याचे 'ना हरकत प्रमाणपत्र' सादर करणे बंधनकारक आहे.
- २४) मंजूर रेखांकनाच्या जागेत विद्यमान इमारत तांडण्याचे प्रस्तावीत केले असल्यास विद्यमान वांधकामास महानगरपालिकेकडून प्रमाणीत करून घेतल्यानंतर विद्यमान इमारत तांडून नवीन वांधकामास प्रारंभ करणे बंधनकारक आहे.
- २५) प्रस्तावातील इमारतीचे वांधकाम पुर्ण झाल्यानंतर नियमप्रमाणे पुर्ण झालेल्या इमारतीस प्रथम वापर परवाना प्राप्त करून घेणे व नदनंतरच इमारतीचा वापरसाठी वापर करणे अनिवार्य आहे. महानगरपालिकेकडून वापर परवाना न घेता इमारतीचा वापर चालू असल्याचे निदर्शनास आल्यास





वास्तुविशारद विकासक व धारक यांच्यावर व्यक्तीशः कायदेशीर कायंवाही करण्यात येईल पुनर्विक्रमीत / नव्याने पुणं हाणा-या इमारतीमध्ये विद्यमान रहिवाशांना ग्रामावून घेण्याची कायदेशीर जबाबदारी वास्तुविशारद, विकासक व धारक यांची राहिल. याबाबतची सर्व कायदेशीर पुर्तता (विकासकाने रहिवाशांसांबत करावयाचा करारनामा व इतर बाबी) विकासकाने /धारकाने करणे बंधनकारक राहिल. या मंजूरीची मुदत दि.११/१२/२००४ पासून दि.११/१२/२००५ पर्यंत राहिल. तदनंतर महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे तरतुदीनुसार विहित कालावधीसाठी नुतनीकरण करण्यात येईल अन्यथा मदरची मंजूरी कायदेशीररीत्या आपोआप रद्द होईल.

२८) यापुर्वीचे पत्र क्रं..... नपा/नर/...../...../..... दिनांक..... अन्वये देण्यात आलेली मंजूरी रद्द करण्यात येत आहे.

२९) मदरच्या आदेशातील नमूद अटी व शर्तीचे पालन करण्याची जबाबदारी अर्जदार, वास्तुविशारद, विकासक, अधिकार पत्रधारक बांधकामपर्यवेक्षक स्ट्रक्चरल अभियंता व धारक यांची राहिल.
मनपा/नर/११३६/२००४/०५ दि.११/१२/२००४

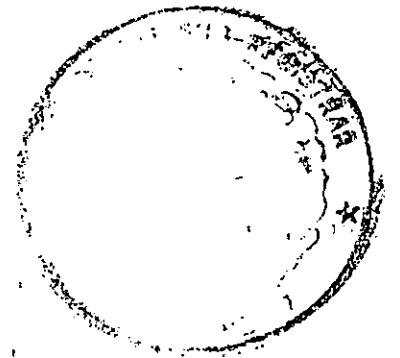
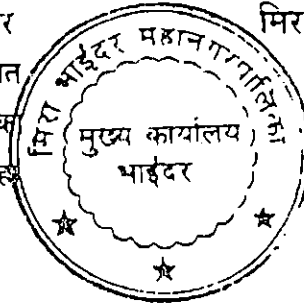
'सावधान'

मंजूर बांधकाम नकाशे व प्रारंभ पत्रात नमूद अटी व शर्तीचे पालन न करता बांधकाम केल्यास व नियमावलीनुसार आवश्यक असलेल्या परवानग्या न घेता बांधकाम करणे व वापर करणे वेकायदेशीर असून मदरहू बांधकाम अनधिकृत बांधकामावावत अधिनियम १९६६ व मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ च्या तरतुदीनुसार दखलपात्र गुन्हे ठरून संवधीत व्यक्ती शिक्षम पात्र ठरतात.

आपला,

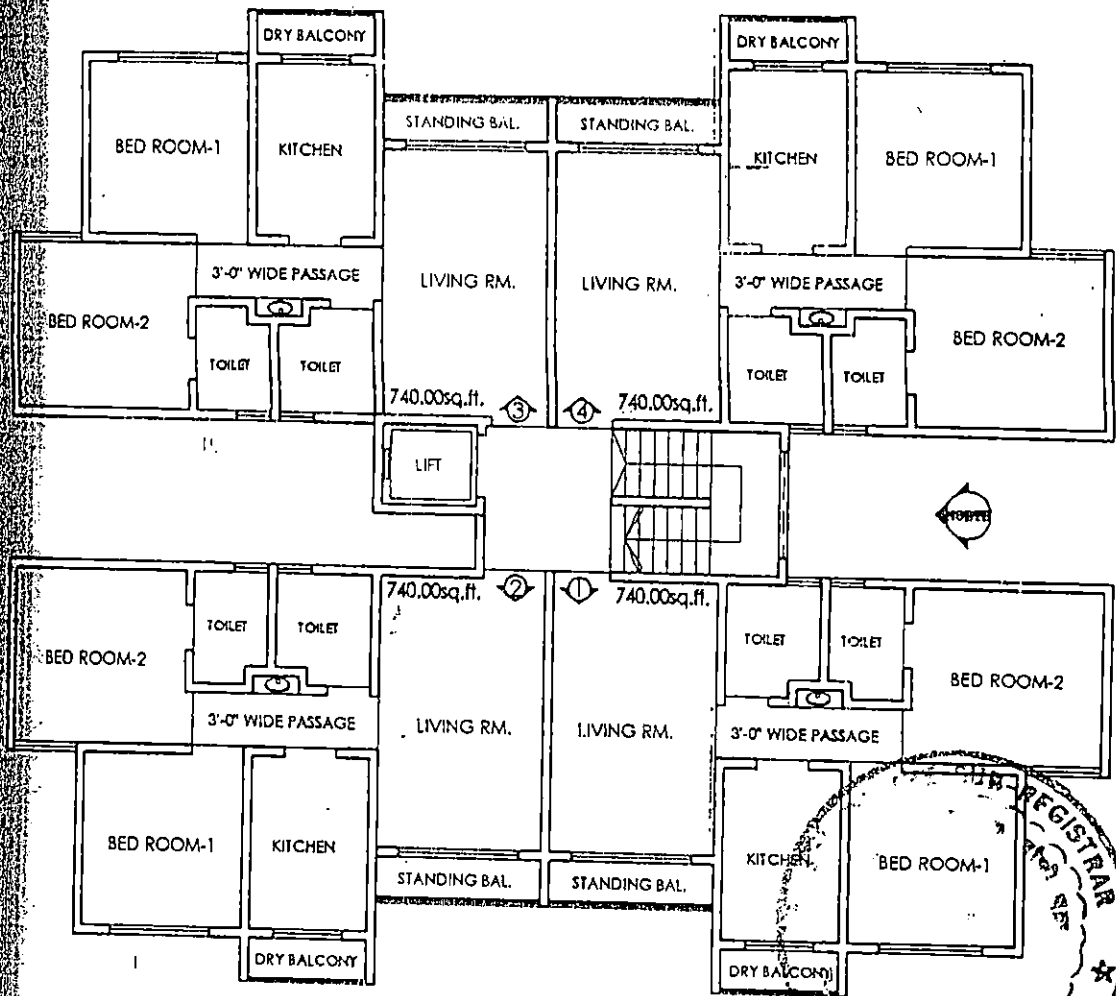
आयुक्त,

मिरा भाईदर महानगरपालिका.

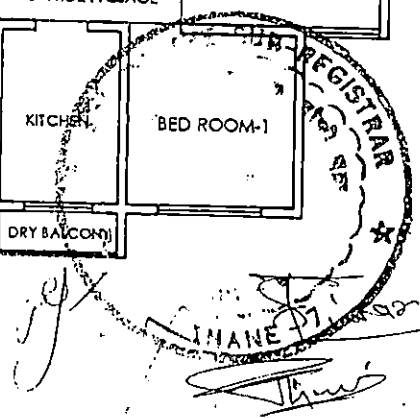


ट. नं. = ७
दि. ११/१२/२००४
६५/१९

57



TYPICAL FLOOR PLAN (2nd. To. 6th.)
Bldg No. K, L, M & N



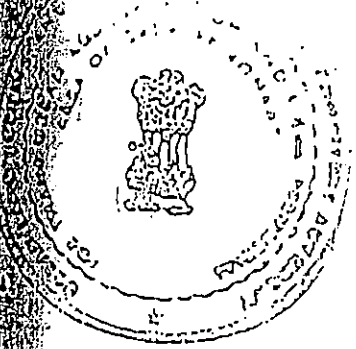
40'-0" WIDE ROAD

XIV/11/30

GOLDEN NEST - XIV

ON LAND BEARING S.NO : 322,324,326 MIRA ROAD (E), DIST -THANE

247-6
3/10/2009
20/29



क्र. युक्त. पी. डि. एटीपी कलम २०/एस.आर. १३१६
अपर जिल्हाधिकारी व सहाय्य प्राधिकारी,
टाणे, नागरी संकुलन, टाणे,
दिनांक २०/०८/२००३.

श्री. नारायण मुकुंद घरत व
श्री. सुहासिनी कान्हेकर,
मि. लि. कन्सल्टन्ट्स,
१०२, नारायण रोड, निरासोड (पूर्व),
ठाणे - ४०११०७.

विषय - क्र. युक्त. पी. डि. एटीपी कलम २०/एस.आर. १३१६,
कलम २० खालील योजना...
संबंधित - श्री. नारायण मुकुंद घरत व
सुहासिनी कान्हेकर, ता. जि. ठाणे.
स.क्र. १२०/८, ३२७/२५, ३२३/१३,
जो. भा. सं. को. क्षेत्र - ३, ३२७.०० चौ. मी.
से. लि. कन्सल्टन्ट्स यांचा विनंती अर्ज
दि. ०८/०८/२००३.

संबंधित विषयासंदर्भात आपणास कळते की या अर्जाची अंमलबजावणी करण्याच्या अर्थाने
संबंधित सदनिकांच्या नोंदणीत या कार्ये, याच हरकत नावात

योजना आदेश क्र. युक्त. पी. डि. एटीपी कलम २०/एस.आर. १३१६
दि. ०८/०८/२००३ न्याय्य ठरव अली व अली पूर्वी प्रमाणेच योजनाधारक/ विकासक
संबंधित न्यायालयाने दि. ३१/१२/२०१० रोजी कलम २० खालील योजनाधारक

याच्या निर्णयाचे काटेकोरपणे पालन करणेबाबत
संबंधित खुल्या बाजारातील सदनिकांच्या नोंदणीत या कार्ये, याच हरकत नावात
संबंधित वेबसाईट रजिस्टर विलेज्ड मॅगिस्ट्रेट यांच्या कार्यालयीन वेबसाईट व

याच्या ५ तारखेच्या आदेशावरून
संबंधित न्यायालयाने दि. ३१/१२/२०१० रोजी कलम २० खालील योजनाधारक



अपर जिल्हाधिकारी व सहाय्य प्राधिकारी,
टाणे नागरी संकुलन, टाणे.
पत्र मंत्रे जी, विभागातील क्षेत्रातील सदनिकांच्या
नोंदणीबाबत

हात - ७
दिनांक ०६/१२/२००७
५१/१२/७

55

भारतीय गैर न्यायिक

सौ रुपये

Rs. 100

₹. 100



ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA INDIA NON JUDICIAL

MHARASHTRA

कार्यसंज्ञा नं. ५१/१९९९N 620637

स्थायी ठिकाण : काठारी कन्सल्टन्स
& जॉनस अगार्टमेंन्ट, ६० ए फॉस रोड,
भाईंदर (पश्चिम)

वट्टा क्रमांक 379 (कमरे नं 100/-
नाम Sonam Builders
रस्ते ... Crupal

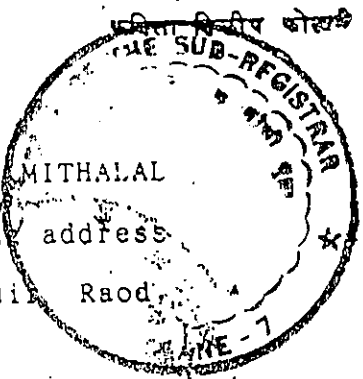
20 FEB 2006

17 MAR 2006

Kothari
रजिस्ट्रार

POWER OF ATTORNEY

3/06
ALL WHOM THESE PRESENTS SHALL COME. We SHRI. MITHALAL
and SHRI. BHARAT M. JAIN, all adults, having address
04, Akash Ganga, Devchand Nagar, Jain Mandir Road,
(West), SEND GREETING:



WHEREAS we are the partners of M/S. SONAM BUILDERS
address at Bhayandar and in the course of
required to execute various documents including
for Sale of Flat/Shop/Row House/Duplex and Deed
confirmation and any other agreements of ready-executed
signed by us, individually.

दस्तावेज नं = 6	
दस्तावेज क्रमांक 3406	
43/27	

Cont. 2006
5/11

" 2 "

AND WHEREAS certain documents require registration at the office of the Sub-Registrar of Assurance, Thane 7.

AND WHEREAS we are desirous of appointing SHRI DILIP GYANCHAND KOTHARI, age 43 years, having address at 6 Building, 60 feet Cross Road, Behind Hamara Bazar, Thane (W), as our true and lawful attorney for the purpose of registration of such documents :

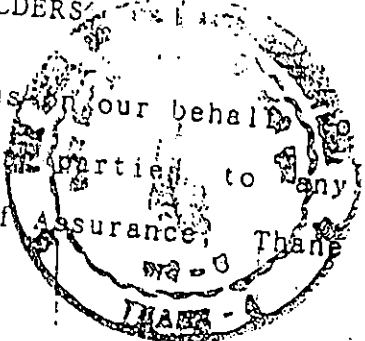
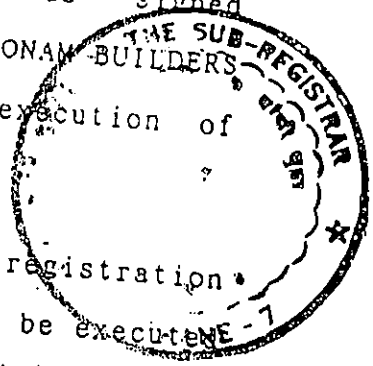
NOW NOW we by THESE PRESENTS THAT WE, SHRI. MITHALAL R. JAIN and SHRI BHARAT M. JAIN, do hereby appoint, nominate and constitute the said SHRI DILIP KUMAR GYANCHAND KOTHARI as our true and lawful attorney to do the following acts, and things:

to appear before the Sub-Registrar of Assurance concerned in respect of any document here before executed by us or to be executed by us signed individually hereafter as partner of M/s. SONAM BUILDERS and for us and on behalf of us to admit execution of such documents by us.

for us and on our behalf to present for registration documents herefore executed by us or to be executed by us as Partners of M/s. SONAM BUILDERS.

to do all acts deed and things for us on our behalf and to use the attendance of our executive parties to any documents before the Sub-Registrar of Assurance, Thane.

(Handwritten signatures)



Conti...3...

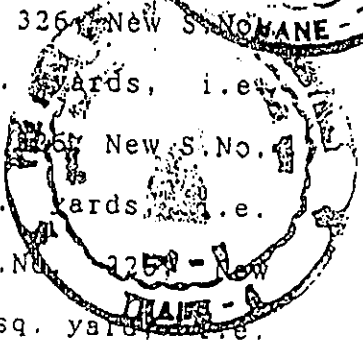
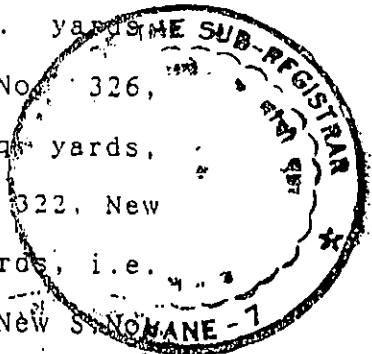
टन नं-७	टन नं-७
406 / 3888	809e
44/87	2 94

to make any application or submission in writing for the purpose of effectively registering any documents as said Attorney may deem fit and proper.

we ourself agree to rectify and confirm all and whatsoever our said Attorney shall purpose to do or to be done by virtue of these presents.

SCHEDULE OF PROPERTY

THAT piece or parcel of land lying, being and situate at Village Goddev, Bhayandar, Taluka and District Thane, Registration & Sub-District of Thane S.No. 326, New S.No.35, Hissa No.2, Old S.No.324, New S.No.32, Hissa No.10, Old S.No.322, New S.No.34, Hissa No. 13, admeasuring 1802.9 sq. yards, i.e. equivalent to 1490 sq. meters, Old S.No. 326, New S.No.35, Hissa No.2, admeasuring 1439 sq. yards, i.e. equivalent to 1190 sq. meters, Old S. No. 324, New S.No. 32, Hissa No. 10, admeasuring 1778.7 sq. yards, i.e. equivalent to 1470 sq. meters, Old S. No. 326, New S.No. 35, Hissa No.1, admeasuring 1585.1 sq. yards, i.e. equivalent to 1310 sq. meters, Old S.No. 322, New S.No. 34, Hissa No. 2, admeasuring 2698 sq. yards, i.e. equivalent to 2230 sq. meters, Old S.No. 326, New S.No. 35, Hissa No. 3, admeasuring 6836 sq. yards, i.e. equivalent to 5650 sq. meters, Old S.No. 326, New S.No. 35, Hissa No. 6, admeasuring 1101 sq. yards, i.e. equivalent to 910 sq. meters and Old S.No. 326, New S.No. 35, Hissa No. 5, admeasuring 4985 sq. yards, i.e. equivalent to 4120 sq. meters.



[Handwritten signatures]

Table with handwritten entries: 'Comp 2/4/2/9', '3406', '1/1000', '2092', '1/1000'.

दुय्यम निबंधकः
सह दु.नि.राणे 7

दस्त गोषवारा भाग-1

62

दस्त क्र 3507/2007

En 189

3507/2007

करारनामा

पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठस

हरिप्रसाद तिवारी - -

लिहून घेणार



प्लॉट नं. -

वय 46

हरिराम तिवारी चाळ

सही

S. Tiwari

साक्षात्पु

AEBPT-5869-D

हरिप्रसाद एस तिवारी - -

लिहून घेणार



प्लॉट नं. वरीलप्रमाणे

वय 25

नाव -

सही

S. Tiwari

सीम बिहलरत के भागिदार बी एम जैन लॉफे कु

लिहून घेणार



कोवारी - -

वय 42

प्लॉट नं. -

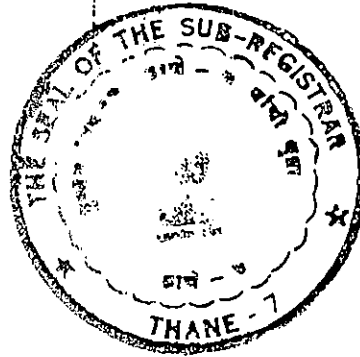
सही

S. Tiwari

नाव -

साक्षात्पु

भाईदर प



दस्त देणार तथाकथीत [करारनामा] दस्तऐवज करून दिल्याचे फवूल करतात.

63

दस्त गोषवारा भाग - 2

टनन7

दस्त क्रमांक (3507/2007)

६१६९

पावती क्र.:3507 दिनांक:19/04/2007

पावतीचे वर्णन

नांव: सुरेद्रासाद तिवळी - -

14000 :नोदणी फी

1220 :नक्कल (अ 11(1)), पृष्ठाकंगाची

नक्कल (आ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) > एकत्रित फी

15220: एकूण

दु. निबंधकाची सही, सह दु.नि.ठाणे 7

३ मि पडलेली नोदणी फी
३१६ पोवती ३ ३२ नोदणी
दि १९/०४/०७

सह. दुष्यम निबंधक

ठाणे क्रमांक १९

दस्त क्र. [टनन7-3507-2007] चा गोषवारा

जारी मुल्य :1269000 मोबदला 1498500 भरलेले मुद्रांक शुल्क : 5/550

दस्त हजर केल्याचा दिनांक :19/04/2007 06:28 PM

निर्वाहनाचा दिनांक : 03/04/2007

दस्त हजर करणा-याची सही :

Siwari

दस्ताचा प्रकार :25) करारनामा

पिका क्र. 1 ची वेळ : (सादरीकरण) 19/04/2007 06:28 PM

पिका क्र. 2 ची वेळ : (फी) 19/04/2007 06:33 PM

पिका क्र. 3 ची वेळ : (फधुली) 19/04/2007 06:35 PM

पिका क्र. 4 ची वेळ : (ओळख) 19/04/2007 06:35 PM

दस्त नोद केल्याचा दिनांक : 19/04/2007 06:35 PM

ओळख :

खालील प्रसम असे नियेदीत करतात की ते दस्तऐवज करून देणा-याना व्यक्तीस ओळखतात,

त्यांची ओळख पटविताना.

मनिप जैन - ,घर/फ्लॅट नं. -

गल्ली/रस्ता: -

भारतीचे नाव: -

भारत नं. --

पण/वसाहत: -

शहर/गाव: भाईदर

तालिका: -

पिन: -

2) मेहुल धाप.ना. - ,घर/फ्लॅट नं.

गल्ली/रस्ता: -

भारतीचे नाव: -

भारत नं. -

पण/वसाहत: -

शहर/गाव: भाईदर

तालिका: -

पिन: -

निबंधकाची सही

दु.नि.ठाणे 7

निबंधकाचे ती माने आहे

सह. दुष्यम निबंधक ठाणे-९



पुस्तक क्रमांक ०७७
३५०७ क्रमांक/वर नोंद

(ए. एच. घाटे)
सह. दुष्यम निबंधक ठाणे क्र
तारीख ... माहे १९/०४/०७ सन

दस्तावेज क्र. मांक व वर्ष: 3507/2007

दुय्यम निबंधक: सह दु.नि.राणे 7

Time: Sat, April 19, 2007
10:35:55 PM

सूची क्र. दोन INDEX NO. II

नोदणी क्र. ५
Page 03 of 12

गावाचे नाव : घोडदेव

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 1,498,500.00
बा.भा. रु. 1,269,000.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सर्वे क्र. 34/2,32 10,35-2,1,5/7- वर्णन: सदनिका क्र-एग/301-3 रा गजला, 7 नोदणी क्र. 14 गाईदर पु.
- (3) क्षेत्रफळ (1) 61 89 चौ मी
- (4) आकारणी किंवा जुडी देण्यात अशेल (1) तेव्हा
- (5) दरतऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) ये सोनम विल्डस चे मागिदार बी एम जैन तर्फे कु मु दिलीप जी कोठारी - ; घर/प्लॉट नं. - ; गल्ली/रस्ता: - ; ईमारतीचे नाव: - ; ईमारत नं. - ; पेट/वसाहत: - ; शहर/गाव: गाईदर - ; न्यायालयाचा हुकुमनामा किंवा आदेश तालुका: - ; पिन: - ; पॅन नंबर: AACFJ-3498-J.
- (6) दरतऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) सुरेंद्रप्रसाद तिवारी - ; घर/प्लॉट नं. - ; गल्ली/रस्ता: - ; ईमारतीचे नाव: हरिराम दिवाळ; ईमारत नं. - ; पेट/वसाहत: - ; शहर/गाव: सांताक्रुझ पु; तालुका: - ; पिन: - ; पॅन नंबर: AEBPT-5869-D.
(2) जगदीशप्रसाद एस तिवारी - ; घर/प्लॉट नं. - ; यरीलप्रमाणे; गल्ली/रस्ता: - ; ईमारतीचे नाव: - ; पेट/वसाहत: - ; शहर/गाव: - ; तालुका: - ; पिन: - ; पॅन नंबर: - .
- (7) दिनांक करून दिल्याचा 03/04/2007
- (8) नोदणीचा 19/04/2007
- (9) अनुक्रमांक, खंड व पृष्ठ 3507 /2007
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 57525.00
- (11) बाजारभावाप्रमाणे नोदणी शुल्क रु 14000.00
- (12) शंरा

GS

Possession Letter

Date

M/s. SONAM BUILDERS
A/304, Akash Ganga,
Devchand Nagar Road,
Bhayandar (W), Thane - 401 101.

Re.: Flat /Shop No.: on.....floor, in the Bldg. No. in
the complex known as GOLDEN NEST, PHASE-XIV, situate
at Goddeo, Bhayander (East), Taluka and District Thane.

Dear Sir,

This is to record that I/We have taken over the possession of Flat/
Shop Noon..... floor in the building No.in the
complex known as "GOLDEN NEST, PHASE-XIV" agreed to be aquired on
ownership basis from you vide an Agreement For Sale, dated

I / We say that I / We have inspected my/our above referred flat /
shop in particular and building in general and it is in accordance with the
plans and specifications and as per the terms of an agreement for sale. I/we
am/are also fully satisfied with the material used including furnitures and
fixtures and I/We have no grievances of any nature whatsoever, you shall
not thus be responsible for any defectes in my/ our premises hereafter.

As per the terms and conditions of the agreement for sale, I/We
shall bear and pay regularly every month my/our share towards all the rates,
taxes, expenses, water and electricity charges and other outgoings of the
co-operative society for this building. I/We further record that I/We shall pay
regularly every month towards temporary supply of electricity and the
proportionate amount towards cleaning and maintenance of sanitation blocks
W.C. septic tank etc.

Thanking you,

Yours faithfully

Name

Address

.....

.....

PURCHASER/S

G. Naik B. Com., LL.M.

ADVOCATE, HIGH COURT

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

TO WHOMSOEVER IT MAY CONCERN

THIS IS TO CERTIFY that I have investigated the title to the land bearing Old Survey No.322, New Survey No.34, Hissa No.13, admeasuring 1802.9 sq. yards, i. e. equivalent to 1490 sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane and in the Registration District and Sub-District of Thane, owned by Shri Narayan Mukund Gharat and have to state as hereunder;

1. Originally one Shri Mukund Sovar Gharat was the owner of several lands inter-alia land bearing Old Survey No.322, New Survey No.34, Hissa No.13, admeasuring 1802.9 sq. yards, i. e. equivalent to 1490 sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane and in the Registration District and Sub-District of Thane, (hereinafter referred to as the "Said First Property").

2. The said Shri Mukund Sovar Gharat died intestate in or about 1962, leaving behind him a son by name Shri Narayan Mukund Gharat and three married daughters namely Smt. Parvati Jagannath Mhatre, Smt. Vimal Tulsiram Mhatre and Smt. Pushpa Chandrakant Mhatre as his heirs and legal representatives entitled to the estate of the deceased including the said First Property and by a Mutation Entry No.A-50, the name of the said Shri Narayan Mukund Gharat, Smt. Parvati Jagannath Mhatre, Smt. Vimal Tulsiram Mhatre and Smt. Pushpa Chandrakant Mhatre have recorded in the 7/12 Extract of the said first property as the owners thereof.

The said Smt. Pushpa Chandrakant Patil had filed a Regular Civil Suit No.825 of 2000 against Shri Narayan Mukund Gharat, Smt. Parvati Jagannath Mhatre and Smt. Vimal Tulsiram Mhatre in the Court of Civil Judge (J.D.), Thane, for effecting the partition of the properties including the said first property, left by late Shri Mukund Sovar Gharat.

A Consent Decree, dated 18th April, 2002 came to be filed in the said Regular Civil Suit No.825 of 2000 by and between the parties thereto and by virtue of the said Consent Decree, the said Shri Narayan Mukund Gharat became the owner of the said first property.

By a Triparty Agreement for Sale cum Development, dated 5th March 2003, the said Shri Narayan Mukund Gharat alongwith his family members namely Shri Kumar Narayan Gharat, Shri Shailesh Narayan Gharat and Ms. Sandhya Narayan Gharat with the consent and confirmation of the said Smt. Vimal Tulsiram Mhatre, Smt. Pushpa Chandrakant Mhatre and Smt. Parvati Jagannath Mhatre, agreed to sell the said first property to M/s. Sonam Builders at the price and on the terms and conditions therein contained.

In pursuance to the said Triparty Agreement for Sale cum Development, dated 5th March 2003, the said Shri Narayan Mukund Gharat and other had also executed an Irrevocable General Power of Attorney in favour of partners of M/s. Sonam Builders, conferring upon them several powers inter-alia power to develop the said first property by constructing buildings thereon.

7. I have also investigated the title to the land bearing Old Survey No.326, New Survey No.35, Hissa No.2, admeasuring 1439 sq. yards, i. e. equivalent to 1190 sq. meters, and Old Survey No.324, New Survey No. 32, Hissa No.10, admeasuring 1778.7 sq. yards, i. e. equivalent to 1470 sq. meters, situate, lying and being at Village Goddeo, Bhayandar (East), Taluka and District Thane and in the Registration District and Sub-District of Thane, owned by 1) Smt. Thakubai Bhaskar Patil, 2) Shri Vasudeo Bhaskar Patil, 3) Shri Hemant Bhaskar Patil, 4) Shri Anil Bhaskar Patil, 5) Smt. Mankubai Mukund Patil, 6) Shri Yashwant Mukund Patil, 7) Shri Ganpat Mukund Patil, 8) Shri Bhalchandra Mukund Patil, 9) Shri Naresh Mukund Patil, 10) Shri Bharat Mukund Patil and 11) Smt. Rukmini Mukund Patil and have to state as hereunder;

8. Originally one Shri Undrya Patil was the owner of several properties inter-alia land bearing Old Survey No.326, New Survey No.35, Hissa No.2, admeasuring 1439 sq. yards, i. e. equivalent to 1190 sq. meters and Old Survey No.324, New Survey No. 32, Hissa No.10, admeasuring 1778.7 sq. yards, i. e. equivalent to 1470 sq. meters, situate, lying and being at Village Goddeo, Bhayandar (East), Taluka and District Thane and in the Registration District and Sub-District of Thane, (hereinafter referred to as the "Said Second Properties")

9. The said Shri Undrya Sovar Patil, died intestate in or about 1951, leaving behind him, two sons namely 1) Shri Bhaskar Undrya Patil and 2) Shri Mukund Undrya Patil as his heirs and legal representatives entitled to the estate of the deceased including the said second properties as per the provisions of Hindu Succession Act, 1956.

10. The said Mukund Undrya Patil, one of the sons of late Shri Undrya Sovar Patil, died intestate in or about 26/4/1975, leaving behind him, his widow by name Smt. Mankubai Mukund Patil and five sons namely 1) Shri Ganpat Mukund Patil, 2) Shri Naresh Mukund Patil, 3) Shri Yashwant Mukund Patil, 4) Shri Bhalchandra Mukund Patil and 5) Shri Bharat Mukund Patil and a daughter by name Rukmini Mukund Patil, as his heirs and legal representatives entitled to the undivided share of the deceased in the said second properties as per the provisions of Hindu Succession Act, 1956 and by a Mutation Entry No.3575, dated 20/12/1975, the name of the said Smt. Mankubai Mukund Patil, Shri Ganpat Mukund Patil, Shri Naresh Mukund Patil, Shri Yashwant Mukund Patil, Shri Bhalchandra Mukund Patil, Shri Bharat Mukund Patil and Rukmini Mukund Patil have been recorded in the 7/12 Extract of the said second properties.

11. The said Shri Bhaskar Undrya Patil, died intestate on 30th May 1995, leaving behind him widow by name Smt. Thakubai Bhaskar Patil, three sons namely Shri Vasudeo Bhaskar Patil, Shri Hemant Bhaskar Patil and Shri Anil Bhaskar Patil as his heirs and legal representatives entitled to the estate of the deceased including the undivided share in the said second properties and by a Mutation Entry No.413, dated 4/6/1996, the name of the said Smt. Thakubai Bhaskar Patil, Shri Vasudeo Bhaskar Patil, Shri Hemant Bhaskar Patil and Shri Anil Bhaskar Patil have been recorded in the 7/12 Extract of the said second properties.

12. By an Agreement for Sale cum Development, dated 30th April, 2002, the said Smt. Thakubai Bhaskar Patil, Shri Vasudeo Bhaskar Patil, Shri Hemant Bhaskar Patil and Shri Anil Bhaskar Patil have agreed to sell their 50% undivided share in the said second properties to M/s. Sonam Builders at the price and on the terms and conditions therein contained.

10. In pursuance to the said Agreement for Sale cum Development, dated 30th April, 2002, the said Smt. Thakubai Bhaskar Patil and others had also executed an Irrevocable General Power of Attorney in favour of the partners of the said M/s. Sonam Builders, conferring upon them several powers inter-alia power to develop the said second properties by constructing buildings thereon.

11. By an Agreement for Sale cum Development, dated 30th day of December, 1994, the said Shri Yashwant Mukund Patil and four others along with their family members namely Smt. Anandibai Yashwant Patil, Ms. Vanita Yashwant Patil, Ms. Laxmi Yashwant Patil and Yashwant Patil have agreed to sell their undivided right, title, interest and share in the said second properties, to M/s. Shree Jyotirling Construction Co. at the price and on the terms and conditions therein contained.

12. By an Agreement, dated 4th March 1997, the said Smt. Mankubai Mukund Patil, Shri Ganpat Mukund Patil, Shri Naresh Mukund Patil, Shri Yashwant Mukund Patil, Shri Bhalchandra Mukund Patil, Shri Bharat Mukund Patil and Rukmini Mukund Patil along with their respective family members namely Smt. Sushila Ganpat Patil, Nandini Ganpat Patil, Devendra Ganpat Patil, Nisha Ganpat Patil, Abhay Ganpat Patil, Smt. Sudha Naresh Patil, Deepak Naresh Patil and Mayuri Naresh Patil agreed to sell their undivided share in the said second properties to Shri Chandulal R. Rawal and Shri Chogalal Laxman Bhati at the price and on the terms and conditions therein contained.

13. In pursuance to the said Agreement, dated 4th March 1997, the said Smt. Mankubai Mukund Patil and others had also executed a Power of Attorney in favour of the said Shri Chandulal R. Rawal and Shri Chogalal Laxman Bhati, conferring upon them several powers inter-alia power to sell their share in the said second properties to the person or persons of their choice.

14. By a Triparty Agreement for Sale cum Development, dated 19th day of October, 2000, the said M/s. Shree Jyotirling Construction Co. with the consent and confirmation of the said Shri Yashwant Mukund Patil and others have also agreed to sell their undivided right, title, interest and share in the said second properties, to Shri Chandulal R. Rawal and Shri Chogalal Laxman Bhati at the price and on the terms and conditions therein contained.

15. By an Agreement for Sale cum Development, dated 30th April, 2002, the said Shri Chandulal R. Rawal and Shri Chogalal Laxman Bhati, in their turn agreed to sell their undivided share in the said second properties to M/s. Sonam Builders at the price and on the terms and conditions therein contained.

16. In pursuance to the said Agreement for Sale cum Development, dated 30th April, 2002, the said Shri Chandulal R. Rawal and Shri Chogalal Laxman Bhati had also executed an Irrevocable General Power of Attorney in favour of the partners of M/s. Sonam Builders, conferring upon them several powers inter-alia power to develop the said second properties by constructing buildings thereon.

17. I have also investigated the title to the land bearing Old Survey No.326, New Survey No.35, Hissa No.1, admeasuring 1585.1 sq. yards, i. e. equivalent to 1310 sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane and in the Registration District and Sub-District of Thane and now within the limit of Mira Bhayandar Municipal Corporation, owned by 1) Shri Laxman Damodar Naik, 2) Shri Arvind Damodar

Naik, 3) Smt. Kusum Dhaneshwar Naik, 4) Sapna Dhaneshwar Naik, 5) Bhagyashree Dhaneshwar Naik, 6) Sachin Dhaneshwar Naik, 7) Prashant Dhaneshwar Naik, 8) Shri Pandurang Damodar Naik, 9) Shri Kamlakar Damodar Naik, 10) Shri Raghunath Damodar Naik, 11) Smt. Mina Jayram Bhandari, 12) Smt. Kumud Jaywant Tare, 13) Smt. Kaushalya Ramesh Mohite, 14) Smt. Karuna Gajanan Naik, 15) Smt. Nayana Ganesh Koli, 16) Smt. Ranjana Hemant Patil and 17) Shri Jitendra Gajanan Naik and have to state as hereunder;

21. Originally one Shri Damodar Narayan Naik was the owner of land bearing Old Survey No.326, New Survey No.35, Hissa No.1, admeasuring 1585.1 sq. yards, i. e. equivalent to 1310 sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane and in the Registration District and Sub-District of Thane and now within the limit of Mira Bhayandar Municipal Corporation, (hereinafter referred to as the "Said Third Property")

22. On perusal of a Mutation Entry No.437, dated 29/7/1997, it appears that the said Shri Damodar Narayan Naik died intestate on 8/5/1975, leaving behind him 1) Shri Laxman Damodar Naik, 2) Shri Arvind Damodar Naik, 3) Smt. Kusum Dhaneshwar Naik, 4) Sapna Dhaneshwar Naik, 5) Bhagyashree Dhaneshwar Naik, 6) Sachin Dhaneshwar Naik, 7) Prashant Dhaneshwar Naik, 8) Shri Pandurang Damodar Naik, 9) Shri Kamlakar Damodar Naik, 10) Shri Raghunath Damodar Naik, 11) Smt. Mina Jayram Bhandari, 12) Smt. Kumud Jaywant Tare, 13) Smt. Kaushalya Ramesh Mohite, 14) Smt. Karuna Gajanan Naik, 15) Smt. Nayana Ganesh Koli, 16) Smt. Ranjana Hemant Patil and 17) Shri Jitendra Gajanan Naik as his heirs and legal representatives entitled to the estate of the deceased including the said third property and by the said Mutation Entry No.437, dated 20/7/1997, the name of the said Shri Laxman Damodar Naik and others have recorded in the 7/12 Extract of the said third property as the owners thereof.

23. By an Agreement for Sale cum Development, dated 16th August, 2002, the said Shri Laxman Damodar Naik and others agreed to sell the said third property to M/s. Sonam Builders at the price and on the terms and conditions therein contained.

24. In pursuance to the said Agreement for Sale cum Development, dated 16th August, 2002, the said Shri Laxman Damodar Naik and others have also executed an Irrevocable General Power of Attorney in favour of partners of the said M/s. Sonam Builders, conferring upon them several powers inter-alia power to develop the said third property by constructing buildings thereon.

25. I have also investigated the title to the land bearing Old Survey No.322, New Survey No.34, Hissa No.2, admeasuring 2698 sq. yards, i.e. equivalent to 2230 Sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane and in the Registration District and Sub-District of Thane, now within the jurisdiction of Mira Bhayandar Municipal Corporation, owned by Shri Harshadkumar Vadilal Shah and have to state as hereunder;

26. Originally one Shri Vasant Narayan Naik was the owner of land bearing Old Survey No.322, New Survey No.34, Hissa No.2, admeasuring 2698 sq. yards, i.e. equivalent to 2230 Sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane and in the Registration District and Sub-District of Thane, now within the jurisdiction of Mira Bhayandar Municipal Corporation (hereinafter referred to as the "Fourth Property")

27. By a registered Deed of Conveyance, dated 9/11/1967, the said Shri Vasant Narayan Naik sold, transferred and conveyed the said fourth property to Shri Harshadkumar Vadilal Shah for the consideration mentioned therein and by a Mutation Entry No.2527, dated 22/1/1970, the name of the said Shri Harshadkumar Vadilal Shah has been recorded in the 7/12 Extract of the said fourth property.

28. By an Agreement for Sale, dated 5th December, 1993, the said Shri Harshadkumar Vadilal Shah agreed to sell the said fourth property to Shri Mukesh R. Shah and Shri Suryakant H. Vakharia at the price and on the terms and conditions therein contained.

29. In pursuance to the said Agreement for Sale, dated 5th December, 1993, the said Shri Harshadkumar Vadilal Shah has also executed a Power of Attorney in favour of the said Shri Mukesh R. Shah and Shri Suryakant H. Vakharia, conferring upon them several powers inter-alia power to sell the said fourth property to the person or persons of their choice.

30. By an Agreement for Sale, dated 15th November, 1996, the said Shri Mukesh R. Shah and Shri Suryakant H. Vakharia, in their turn agreed to sell the said fourth property to Shri Naresh Laxman Patil at the price and on the terms and conditions therein contained.

31. In pursuance to the said Agreement for Sale, dated 15th November, 1996, the said Shri Mukesh R. Shah and Shri Suryakant H. Vakharia had also executed a Power of Attorney in favour of the said Shri Naresh Laxman Patil, conferring upon him several powers inter-alia power to sell the said fourth property to the person or persons of their choice.

32. By an Agreement for Sale cum Development, dated 4th June 2003, the said Shri Naresh Laxman Patil, in his turn agreed to sell the said fourth property to M/s. SONAM BUILDERS at the price and on the terms and conditions therein contained.

33. In pursuance to the said Agreement for Sale cum Development, dated 4th June 2003, the said Shri Naresh Laxman Patil had also executed an Irrevocable General Power of Attorney in favour of partners of M/s. SONAM BUILDERS, conferring upon them several powers inter-alia power to deal with and/or develop the said fourth property by constructing buildings thereon.

34. I have investigated the title to the land bearing Old Survey No.326, New Survey No.35, Hissa No.3, admeasuring 6836 sq. yards, i.e. equivalent to 5650 Sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane and in the Registration District and Sub-District of Thane, now within the jurisdiction of Mira Bhayandar Municipal Corporation, owned by Shri Harishchandra Kashinath Patil and have to state as hereunder;

35. Originally one Shri Kashinath Dama Patil was the owner of land bearing Old Survey No.326, New Survey No.35, Hissa No.3, admeasuring 6836 sq. yards, i.e. equivalent to 5650 Sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane and in the Registration District and Sub-District of Thane, now within the jurisdiction of Mira Bhayandar Municipal Corporation (hereinafter referred to as the "Said Fifth Property")

36. The said Shri Kashinath Dama Patil died intestate in or about 1968, leaving behind his widow by name Smt. Shaniwaribai Kashinath Patil, a son by name Shri Harishchandra Kashinath Patil and three married daughters namely Smt. Gangubai Damodar Bhoir, Smt.

71

Devkabai Chintaman Patil and Smt. Chandrakala Chintaman Patil as his heirs and legal representatives entitled to the estate of the deceased including the said fifth property as per the provisions of Hindu Succession Act, 1956 and by a Mutation Entry No.A-61, the name of the said Smt. Shaniwaribai Kashinath Patil, Shri Harishchandra Kashinath Patil, Smt. Gangubai Damodar Bhoir, Smt. Devkabai Chintaman Patil and Smt. Chandrakala Chintaman Patil were recorded in the 7/12 Extract of the said fifth property.

37. On perusal of a Mutation Entry No.251, dated 1/1/1991, it appears that the said Smt. Shaniwaribai Kashinath Patil, died intestate on 14/8/1990, leaving behind her son by name Shri Harishchandra Kashinath Patil and three married daughters namely Smt. Gangubai Damodar Bhoir, Smt. Devkabai Chintaman Patil and Smt. Chandrakala Chintaman Patil as her heirs and legal representatives. However, vide a Mutation Entry No.181, the said Smt. Gangubai Damodar Bhoir, Smt. Devkabai Chintaman Patil and Smt. Chandrakala Chintaman Patil have already released, relinquished and given up their undivided right, title, interest and share in the said fifth property in favour of Shri Harishchandra Kashinath Patil and as such, the name of the said Shri Harishchandra Kashinath Patil has been recorded in the 7/12 Extract of the said fifth property as the owner thereof.

38. By an Agreement, dated 11th April, 1996, the said Shri Harishchandra Kashinath Patil agreed to sell the said fifth property to Shyamsunder R. Agarwal at the price and on the terms and conditions therein contained.

39. Shri Satyendra Harishchandra Patil, Smt. Bharati Anant Mhatre, Smt. Harshala Ravikiran Gharat and Shri Virendra Harishchandra Patil, being the family members of the said Shri Harishchandra Kashinath Patil had also confirmed and ratified the said Agreement, dated 11th April, 1996 executed by the said Shri Harishchandra Kashinath Patil in favour of the said Shri Shyamsunder R. Agarwal in respect of the said fifth property, by executing a Triparty Agreement, dated 2nd day of August, 2002.

40. In pursuance to the said Triparty Agreement, dated 2nd August, 2002, the said Shri Satyendra Harishchandra Patil and others had also executed an Irrevocable General Power of Attorney in favour of the said Shri Shyamsunder R. Agarwal, conferring upon him several powers inter-alia power to sell the said fifth property to the person or persons of his choice.

41. By an Agreement for Sale cum Development, dated 15/5/2003, the said Shri Shyamsunder R. Agarwal, in his turn agreed to sell the said fifth property to M/s. Sonam Builders at the price and on the terms and conditions therein contained.

42. In pursuance to the said Agreement for Sale cum Development, dated 15/5/2003, the said Shri Shyamsunder R. Agarwal had also executed an Irrevocable General Power of Attorney in favour of the partners of M/s. Sonam Builders, conferring upon them several powers inter-alia power to deal with and/or develop the said fifth property by constructing buildings thereon.

43. I have investigated the title to the land bearing Old Survey No. 326, New Survey No.35, Hissa No.5, admeasuring 4985.2 sq. yard, i. e. equivalent to 4120 sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane and in the Registration District and Sub-District of Thane, owned by Shri Devram Balaram Patil, Smt. Rajubai Maniram Patil and Smt. Jamnabai Laxman Patil and have to state as hereunder.

44. Originally Smt. Padmi O. Balaram Patil was the owner of land bearing Old Survey No. 326, New Survey No.35. Hissa No.5, admeasuring 4985.2 sq. yard, i. e. equivalent to 4120 sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane and in the Registration District and Sub-District of Thane, (hereinafter referred to as the "Said Sixth Property")

45. The said Smt. Padmi O. Balaram Patil died intestate in or about 1957, leaving behind her son by name Shri Devram Balaram Patil and two daughters namely Smt. Rajubai Maniram Patil and Smt. Jamnabai Laxman Patil as her heirs and legal representatives entitled to the estate of the deceased including the said sixth property and by a Mutation Entry No.1617, dated 23/4/1964, the name of the said Shri Devram Balaram Patil, Smt. Rajubai Maniram Patil and Smt. Jamnabai Laxman Patil have been recorded in the 7/12 Extract of the said sixth property.

46. By an Agreement for Sale cum Development, dated 16th December, 1994, the said Shri Devram Balaram Patil, Smt. Rajubai Maniram Patil and Smt. Jamnabai Laxman Patil agreed to sell the said sixth property to Shri Kamlakar Damodar Naik at the price and on the terms and conditions therein contained.

47. By a Triparty Agreement, dated 29th April, 1997, the said Shri Kamlakar Damodar Naik with the consent and confirmation of the said Shri Devram Balaram Patil, Smt. Rajubai Maniram Patil and Smt. Jamnabai Laxman Patil as well as Shri Manoj Devram Patil, Shri Milind Devram Patil, Smt. Jayashree Manohar Patil, being the family members of Shri Devram Balaram Patil, agreed to sell the said sixth property to M/s. SWASTIK DEVELOPERS at the price and on the terms and conditions therein contained.

48. In pursuance to the said Triparty Agreement, dated 29th April, 1997, the said Shri Devram Balaram Patil and others had also executed an Irrevocable General Power of Attorney in favour of partners of M/s. SWASTIK DEVELOPERS, conferring upon them several powers inter-alia power to sell the said sixth property to the person or persons of their choice.

49. By an Agreement for Sale cum Development, dated 10th October, 2003, the said M/s. SWASTIK DEVELOPERS, in its turn agreed to sell the said sixth property, to M/s. SONAM BUILDERS at the price and on the terms and conditions therein contained.

50. In pursuance to the said Agreement for Sale cum Development, dated 10th October, 2003, the said M/s. SWASTIK DEVELOPERS had also executed an Irrevocable General Power of Attorney in favour of partners of M/s. SONAM BUILDERS, conferring upon them several powers inter-alia power to sell the said sixth property to the person or persons of their choice.

51. In the premises aforesaid, the said M/s. Sonam Builders have acquired the development rights of the said first to sixth properties.

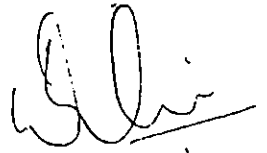
52. The documents executed by and between the parties thereto as stated hereinabove are valid, legal, subsisting and same are in full force and effect.

53. I have taken the searches in the Office of Sub-Registry, Thane from 1974 to 2006 and also considered the Search Report of Shri B. S. Randhive and Shri Sanjay S. Shinde taken by them in the Office of Sub-Registry of Thane from 1974 onwards in respect of the aforesaid

properties. However, on perusal of the said Search Reports, it appears during the course of searches, no registered documents had come across pertaining to the aforesaid properties.

54. On the whole from the searches taken by me and Search Reports furnished to me and also on the basis of documents furnished to me as well as on the basis of information provided to me, I hereby state and certify that the title to the said first to sixth properties is clear, marketable and free from all encumbrances. I further state and certify that the said M/s. SONAM BUILDERS are entitled to deal with and/or develop the said first to sixth properties as per the permissions granted by the Authorities concerned.

Date : 10th August, 2006



Advocate

वाचले :-

- १) श्री. हरिश्चंद्र काशिनाथ पाटील व इतर यांचे कुळमुखत्यारधारक श्री. वी. एम जैन रा. भाईदर ता.जि. ठाणे यांचा दि. १९/७/२००४ रोजीचा अर्ज
- २) तहसिलदार ठाणे यांचा चौकशी अहवाल क्र. जमीनवाव/२/वशी-११५ दिनांक. २९/७/२००४.
- ३) अपर जिल्हाधिकारी व सक्षम प्राधिकारी ठाणे नागरी संकुलन ठाणे यांचे कडील आदेश क्र. युएलसी/टीए/टे नं ६/भाईदर/एसआर-१३९० दि. १५/१/२००३ २) युएलसी/टीए/टे नं ६/भाईदर/ एसआर-१५९+ ९५ +११ दि. १७/३/१९९९. ३) क्र. युएलसी/टीए/टे नं. ६/गोडदेव-१५६ दि. ५/८/०४
- ४) मिरा भाईदर महानगरपालिका यांचे कडील वांधकाम परवानगी क्र. नपा/नर /६९६/२००४-०५ दि. १७/७/२००४
- ५) सामान्य शाखा (भूसंपादन)यांचेकडील पत्र क्र. सामान्य/का-४/टे-३/भूसं/कावि-४१२६ दि. ७/८/०४
- ६) इकडील कार्यालयाचे विनशेती आदेश क्र. महसुल/ क-१/टे-१/एनएपी/एसआर १२०/०३ दि. ६/१०/२००३ २) क्र. महसुल/ क-१/टे-१/एनएपी/एसआर-१२१/२००३ दि. ८/१०/२००३ ३) क्र. महसुल/ क-१/१/एनएपी/एसआर १२२/०३ दि. ६/१०/२००३.
- ७) मुख्याधिकारी. मिरा भाईदर नगरपालिका यांचे कडील पत्र क्र. नपा/सीओ/६३१ /२००१-२००२ दि. ८/८/२००१
- ८) दि इस्टेट इन्व्हेस्टमेंट कंपनी कडील नाहरकत दाखला क्र. आरई- ५१३ दि. २८/६/२००४ व क्र. आरई-५२६ दि. २८/७/२००४

दि. २०/७/२००४ रोजीच्या दैनिक ' कोकण सकाळ ' मधील ज.डी.रनामा

अर्जदार यांचे दि. १९/७/२००४ रोजीचे हमीपत्र

आदेश :-

ज्या अर्थी, श्री. हरिश्चंद्र काशिनाथ पाटील व इतर यांचे कुळमुखत्यारधारक श्री. भरत एम जैन रा. भाईदर ता.जि. ठाणे यांनी ठाणे जिल्ह्यातील ठाणे तालुक्यातील मौजे- गोडदेव येथील स.नं. ३५/३, ३५/५ (जुना स.नं. ३२६/३, ३२६/५)मधील आपल्या मालकीच्या जमीनीतील क्षेत्र ९७७०-०० चौ.मी एवढ्या जागेचा रहिवास या विंगर शेतकी प्रयोजनार्थ वापर करण्याची परवानगी मिळण्या वाचत अर्ज केलेला आहे. आणि ज्या अर्थी दि. २०/७/२००४ रोजी अर्जदार यांनी दैनिक ' कोकण सकाळ ' या वृत्तपत्रात जाहिरात दिलेली होती त्यावर मुदतीत कोणतीही हरकत/तक्रार या कार्यालयाकडे प्राप्त झालेली नाही. उपोघातीत अ.क्र. ६. मध्ये नमूद केले प्रमाणे इकडील कार्यालयाकडून खालील आदेशान्वये विनशेती परवानग्या रद्दिवार प्रयोजनार्थ देणेत आलेल्या आहेत.

अ.क्र.	नवीन स.नं.	जुना स.नं.	क्षेत्र
१	३४/२	३२२/२	२२३०-०० चौ.मी.
२	३४/१३	३२२/१३	१४९०-०० चौ.मी.
३	३२/१०, ३५/१, ३५/२	३२४/१० ३२६/१, ३२६/२	३९७०-००

वरील स.नं. क्षेत्र व आताचे जमीन स.न. ३५/३, ३५/५ (जुना स.नं. ३२६/३, ५)चे क्षेत्र ९७७०-०० चौ.मी. असे एकूण १७४६०-०० चौ.मी क्षेत्राचा मिरा भाईदर मन.पालिकेने एकत्रित नकाशा मंजूर केला आहे.

त्या अर्थी आता महाराष्ट्र जमीन महसुल अधिनियम १९६६ चे कलम ४४ अन्वये जिल्हाधिकारी ठाणे यांच्याकडे निहित करण्यात आलेल्या अधिकारांचा वापर करून उक्त जिल्हाधिकारी याद्वारे, श्री. हरिश्चंद्र काशिनाथ पाटील, देवराम बलराम पाटील, राजुबाई पन्नास पाटील, जयबाई लक्ष्मण पाटील रा. भाईदर ता.जि. ठाणे यांचा रा. भाईदर ता. जि. ठाणे यांना तालुका ठाणे मधील मौजे- गोडदेव येथील जमीन स.नं. ३५/३, ३५/५ (जुना स.नं. ३२६/३, ३२६/५)मधील ९७७०-०० चौ.मी. अतिरिक्त ठरलेले स.नं. ३२६/५ (३५/५)चे क्षेत्र १२०-०० चौ.मी. वगळून क्षेत्र ९६५०-०० चौ.मी. पैकी ७९२३-१५ चौ.मी. रहिवास या विंगर शेतकी प्रयोजनार्थ वापर करण्या वाचत पुढील शर्तीवर अनुज्ञा (परमीशन) देण्यात येत असून मिरा भाईदर महानगरपालिके कडील मंजूर वांधकाम नकाशानुसार खालील क्षेत्रावर वांधकाम अनुज्ञेय नाही.

- १) रस्त्याखालील क्षेत्र १०८५-१३ चौ.मी.
- २) अतिरिक्त क्षेत्र (युएलसी प्रमाणे) १२०-०० चौ.मी.
- ३) आर.जी. २४३७-७८ चौ.मी.

शर्ती अशा:-

१. ही परवानगी अधिनियम त्याखालील केलेले नियम यांना अधिन ठेवून देण्यांत आलेली आहे.
२. अनुज्ञाप्राही व्यक्तीने (ग्रेटीने) अशा जमीनीचा वापर व त्यावरील इमारतीच्या आणि किंवा अन्य बांधकामाचा उपयोग उक्त जमीनीचा ज्या प्रयोजनार्थ उपयोग करण्यास परवानगी देण्यांत आली असेल त्या प्रयोजनार्थ केवळ केला पाहिजे. आणि त्याने अशी जमीन किंवा तिचा कोणताही भाग किंवा अशी इमारत यांचा इतर कोणत्याही प्रयोजनार्थ, जिल्हाधिकारी ठाणे यांच्याकडून तशा अर्थाची आगाऊ लेखी परवानगी मिळविल्याशिवाय वापर करता कामा नये. इमारतीच्या 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.
४. अनुज्ञाप्राही 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 मांजणा व त्याचे मापमापन करून ती जमीन या आदेशाच्या तारखे पासून एक वर्षाच्या आंत मंजूर आराखड्या प्रमाणेच काढकारपण विकसित केली पाहिजे. आणि अशा रीतीने ती जमीन विकसित केली जाई पर्यंत त्या जमीनीची कोणत्याही रीतीने विल्हेवाट लावता कामा नये.
५. अनुज्ञाप्राही व्यक्तीस असा भूखंड विकावयाचा असेल किंवा त्यांनी इतर प्रकारे विल्हेवाट लावण्याची असेल तर अशा अनुज्ञाप्राही व्यक्तीने तो भूखंड या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीचे पालन करून घेविले किंवा अशा शर्तीनुसारच त्याची अन्य प्रकारे विल्हेवाट लावणे आणि त्यांचे निष्पादित केलेल्या विलेखात तसा खास उल्लेख करणे हे त्यांचे कर्तव्य असेल.
६. या सोबत जोडलेल्या स्थळ आराखड्यात आणि किंवा इमारतीच्या नकाशात निर्दिष्ट केल्या प्रमाणे इतक्या जांते क्षेत्रावर बांधकाम करण्या विषयी ही परवानगी देण्यांत आलेली आहे. सदर भूखंडातील नकाशात दर्शविल्या प्रमाणेच उर्वरित क्षेत्र विना बांधकाम मोकळे सोडले पाहिजे.
- ६.७) प्रस्तावित बांधकाम हे नकाशात दर्शविलेल्या मजल्या पेक्षा जास्त मजल्याचे असू नये.
७. प्रस्तावित इमारत किंवा कोणतेही काम (असल्यास) त्याच्या बांधकामास सुरुवात करण्यापूर्वी अनुज्ञाप्राही व्यक्तीने (ग्रेटीने) मिरा भाईंदर महानगरपालिका यांची असे बांधकामकरण्या विषयाची आवश्यक ती परवानगी मिळविणे हे अशा व्यक्तीवर बंधनकारक असेल.
८. अनुज्ञाप्राही व्यक्तीने सोबत जोडलेल्या नकाशात दर्शविल्या प्रमाणे सीमांतिक मोकळे अंतर (ओपन मार्जीनल डिस्टेंसेस) सोडले पाहिजे.
९. या आदेशाच्या दिनांका पासून एक वर्षाच्या कालावधीत अनुज्ञाप्राही व्यक्तीने अशा जमीनीचा विगर शेतकी प्रयोजनासाठी वापर करण्यास सुरुवात केली पाहिजे. मात्र वेळोवेळी असा कालावधी वाढविण्यांत आला असेल तर तो गोष्ट अलाहिदा. अनुज्ञाप्राही व्यक्तीने उपरोक्त प्रमाणे न केल्यास ही परवानगी रद्द करण्यांत आली असल्याचे समजण्यांत येईल.
१०. अनुज्ञाप्राही व्यक्तीने अशा जमीनीचा विगर शेतकी प्रयोजनार्थ वापर करण्यास ज्या दिनांका पासून सुरुवात केली जाय किंवा ज्या दिनांकास त्याने अशा जमीनीच्या वापरात बदल केला असेल तर तो दिनांक त्याने एक बांधकामाच्या आत मलाठ्या मार्फत ट्राण्हे तहसिलदारांस कळविले पाहिजे. जर तो असे करण्यास चुकेल तर महाराष्ट्र जमीन महसुल (जमीनीच्या वापरातील बदल व विगरशेतकी आकारणी) नियम १९६९ मधील नियम ६ अन्वये त्याच्यावर कार्यवाही करण्यास असा अनुज्ञाप्राही पात्र ठरेल.
११. अशा जमीनीचा ज्या प्रयोजनार्थ वापर करण्यास परवानगी दिली असेल त्या प्रयोजनार्थ वापर करण्यास प्रारंभ करण्याच्या दिनांकापासून सदर अनुज्ञाप्राहीने त्या जमीनीच्या संबंधात दर चौ.मी. मागे १-१८-८ रुपये दराने विगर शेतकी आकारणी दिली पाहिजे. उक्त प्रमाणदर हा दिनांक ३१/७/२००६ या हमी कालावधी पर्यंत अंमलात राहिल. किंवा परवानगीच्या तारखेच्या पूर्वलक्षी प्रभावाने अथवा त्यानंतर अंमलात येणारे बिनशेती दराने बिनशेती आकार देणे बंधनकारक राहिल. अशा जमीनीच्या वापरात कोणत्याही प्रकारचा बदल करण्यांत आला तर त्या प्रसंगी निराळ्या दराने विगर शेतकी आकारणीच्या हमीची मुदत अजून समाप्त व्हावयाची आहे ही गोष्ट विचारांत घेण्यांत येणार नाही.

१२. सदर जागची अर्जा नालईची मोजणी की रक्कम रु.३०००/- (अक्षरी तीन हजार रु मात्र) चलन क्र.३७८/२००४ दिनांक १२/८/२००४ अन्वये शासन जमा केली आहे.

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

१४. सदर जमीनीच्या विगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून एक वर्षाच्या कालावधीत अनुज्ञाप्राप्ते अशा जमीनीवर आवश्यक ती इमारत बांधली पाहिजे. अन्यथा सदरहू आदेश रद्द समजण्यात येईल व अनुज्ञाप्राप्ती यांना अकृषिक परवानगीसाठी नव्याने अर्ज सादर करावा लागेल.

१५. पुर्वीच मंजूर झालेल्या 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 जिल्हाधिकाऱ्यांची परवानगी घेतली असेल आणि अशा भरीचे किंवा फेरबदलाचे नकाशे मंजूर करून घेतले असतील तर ती गोष्ट वंगळी.

१६. अनुज्ञाप्राप्ती व्यक्तीने आजुवाजुच्या पोरसरात अस्वच्छता व घाण निर्माण होणार नाही अशा रीतीने आपल्या स्वतःच्या खर्चाने आपली पाणीपुरवठ्याची व सांडपाण्याचा निचरा करण्याची व्यवस्था केली पाहिजे.

१७. जमीनीच्या विगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून एक महिन्याच्या कालावधीत अनुज्ञाप्राप्ती व्यक्तीने महाराष्ट्र जमीन महसुल (जमीनीच्या वापरात बदल व विगरशेतकी आकारणी) नियम १९६९ यानुसार अनुसूची पाच मध्ये दिलेल्या नमुन्यात एक मनद करून देऊन तीत या आदेशातील सर्व शर्ती समायोज्य करणे त्यास बंधनकारक असलं.

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 जिल्हाधिकाऱ्यास तो निर्दिष्ट करेल असा दंड आणि आकारणी भरल्यानंतर उक्त जमीन किंवा भूखंड अर्जदाराच्या ताब्यात राहू देण्याचा अधिकार असेल.

१८ब. वरील खंड अ) मध्ये काहीही अंतर्भूत असले तरीही या परवानगीच्या तरतूदीविरुद्ध जाऊन कोणतीही इमारत किंवा बांधकाम उभे करण्यांत आले असेल किंवा तरतूदी विरुद्ध या इमारतीच्या किंवा बांधकामाचा वापर करण्यात आला असेल तर विनिर्दिष्ट मुदतीच्या आत अशा रीतीने उभारलेली इमारत काढून टाकण्याविषयी किंवा तीत फेरबदल करण्याविषयी ठाण्याच्या जिल्हाधिकाऱ्याने निर्देश देणे विधी संमत असेल. तसेच ठाण्याच्या जिल्हाधिकाऱ्याला अशी इमारत किंवा बांधकाम काढून टाकण्याचे किंवा तीत फेरबदल करण्याचे काम करवून घेण्याचा किंवा त्या प्रीत्यर्थ आलेला खर्च अनुज्ञाप्राप्ती व्यक्तीकडून जमीन महसुलाची थकवाकी म्हणून वसूल करून घेण्याचा अधिकार असेल.

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

२०. अनुज्ञाप्राप्ती यांना विगरशेतकी आकारणीच्या पाचपट रक्कम रु ४६७४७/- (अक्षरी रु. सहाह्याळीस हजार पन्नास सत्तऱ्याळीस मात्र) रूपातरीत कर (कन्व्हर्शन टॅक्स) म्हणून तहसिलदार ठाणे याच कडील मसुला क्र. ११८५३०८ दि. १२/८/२००४ अन्वये सरकार जमा केली आहे.

२१. अनुज्ञाप्राप्ती यांना भारा भाईंदर महानगरपालिका यांचे कडील मंजूर नकाशावरहुकुमचे बांधकाम केले पाहिजे.

११

guddeo 122(04

४. क्र. महसुल/क-१/टं.१/एनएपी/एसआर-१२२/२००४

२२. अनुज्ञाग्राही यांनी मिरा भाईंदर महानगरपालिका यांचे कडील बांधकाम नकाशा व्यतिरिक्त जादा बांधकाम केल्यास अगर बांधकामा मध्ये बदल करून जादा चटईक्षेत्र निर्देशांक वापरल्यास अनुज्ञाग्राही हे महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ चे कलम ५२ अन्वये फौजदारी स्वरुपाचा गुन्हा दाखल करण्यास पात्र रहातील व असे जादा बांधकाम दूर करण्यास पात्र राहिल. तसेच बांधकामास मुरुवात करण पूर्वी मिरा भाईंदर महानगरपालिके कडील बांधकाम परवानगीची मुदतवाढ देण अनुज्ञाग्राही यांचे बंधनकारक राहिल.

२३. या प्रकरणात पिण्याच्या पाण्याची सोय करण्याची जबाबदारी अनुज्ञाग्राही यांचेवर बंधनकारक राहिल. आणि पिण्याच्या पाण्याची सोय झाली आहे किंवा कसे या बाबत खात्री झाल्याशिवाय मिरा भाईंदर महानगरपालिकेने संबंधित विकासकास इभारत वापर परवाना देऊ नये.

सही/-

(आय.एस.चहल)
जिल्हाधिकारी ठाणे

निर्गमित केले

प्रति,

श्री. हरिश्चंद्र काशिनाथ पाटील व इतर-३
रा. गोंडदेव ता. जि. ठाणे



१२/१२/०४
जिल्हाधिकारी ठाणे करिता

APPLICATION FOR MEMBERSHIP

Sir/Madam,

I, the undersigned Shri/Smt./M/s. _____

_____ hereby request
you to admit me/us as a co-owner / Tenant Members of your society. My
particulars are given below:

1. Age : _____ years

2. Occupation : _____

3. Office address : _____

Tel. No. _____

4. Residential address : _____

Tel. No. _____

5. Monthly income of myself and/or any other person on whom I am
depended is Rs. _____

I have gone through the proposed/Registered Bye-Laws of your society
and the Rules and Regulations thereunder and I undertake to abide
by the same and with any modification that the Registrar may make
in them.

I am remitting Rs. 250/- towards the value of five fully paid up shares
of Rs. 50/- each and Rs. 1/- as entrance fee.

I am prepared to contribute _____ percent of the total
cost of the land construction of the Building thereon. I expect to obtain
a loan. In the event of the Society being unable to obtain loan to the
extent of its expectation. I am prepared to contribute such further
amounts towards the cost of land and construction as the Society may
require.

I have paid Rs. _____ towards the cost of my Flat.
I further furnish my particulars in form "B" attached to the Bye-Laws
as under:

Sr.No.	Name of the Members	Particulars regarding residential bldg./plots sites owned by me (in whole or part) or the family members staying with me	Place Where situated	Reason Why it is necessary to have a house/plot from the society

Attested by : Your's Faithfully.

The Chief Promoter / Chairman

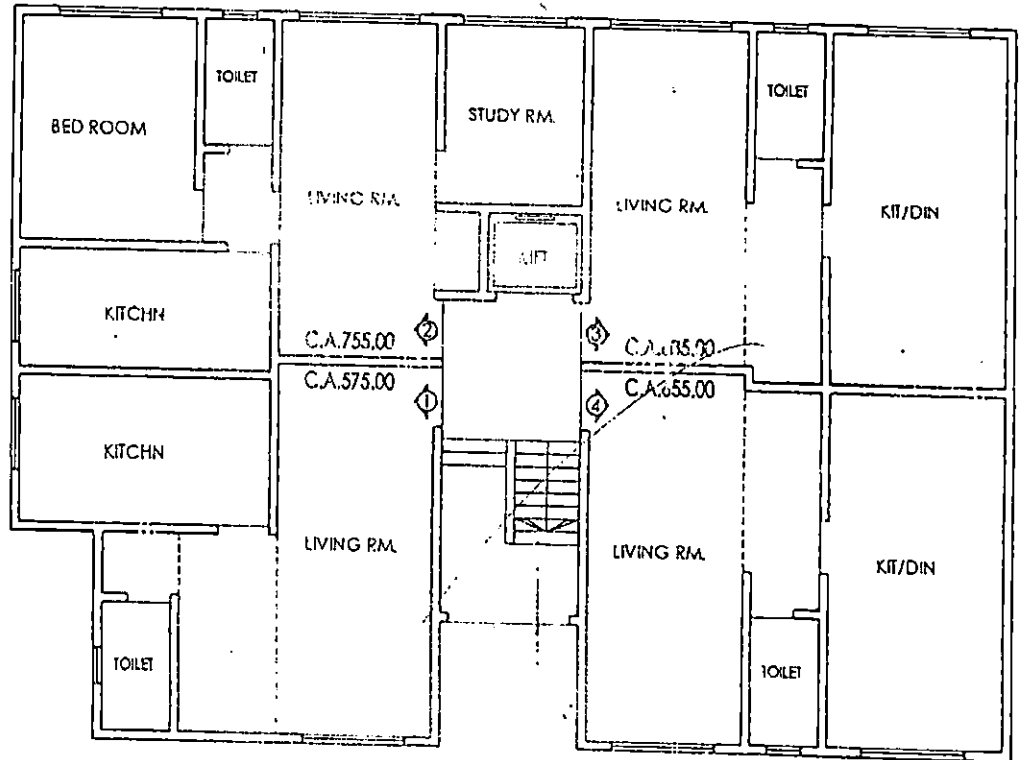
Place : _____

Date : _____

"(The expression "Member of a family" for the purpose of section 6 and section 8 of the Maharashtra Co-Operative Societies Act. 1960 means wife, husband, father, son or unmarried daughter).

80

30'-0" WIDE ROAD



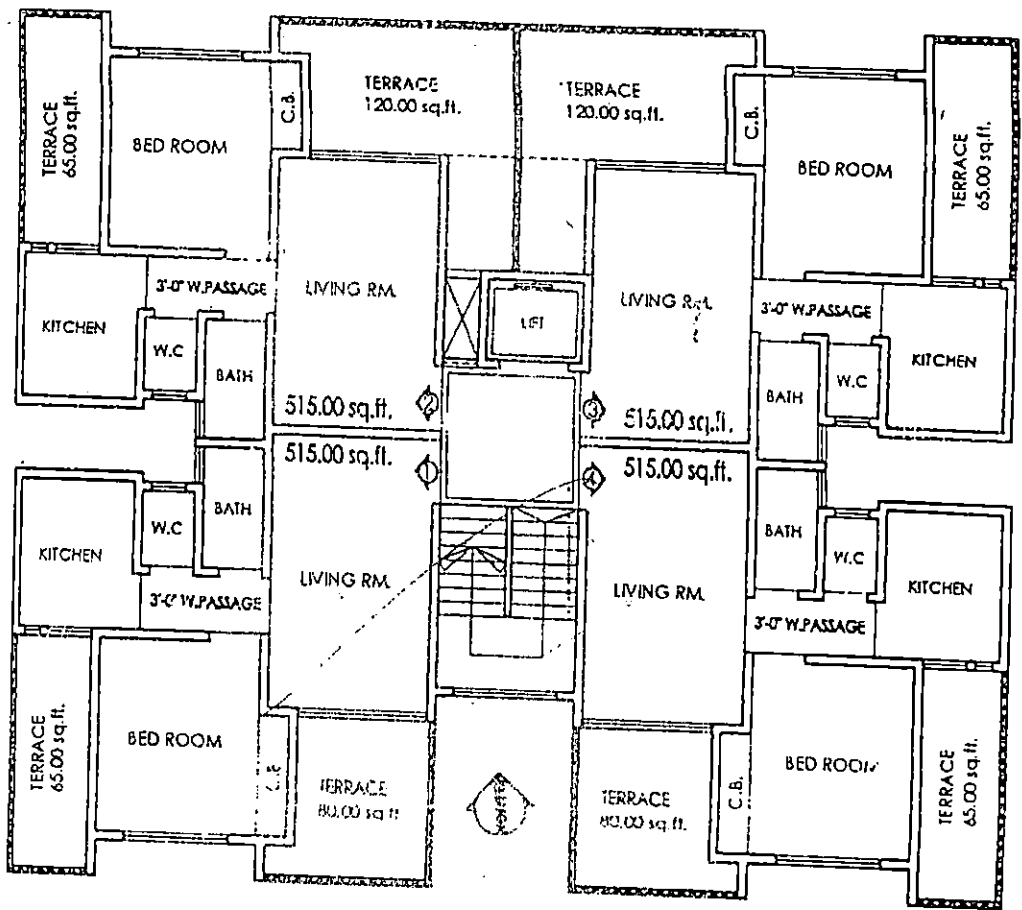
GROUND FLOOR PLAN
Bldg No.A

GOLDEN NEST - XIV

ON LAND BEARING S.NO : 322,324,326 MIRA ROAD (E),DIST -THAN

81

30'-0" WIDE ROAD



1st.FLOOR PLAN
Bldg No.A & B

GOLDEN NEST - XIV
PLOT BEARING S.NO : 322,324,326 MIRA ROAD (E),DIST -THANE