

मुळ दस्त परत मिळाली



Wednesday, August 17, 2011
1:47:47 PM

Original
नोंदणी 39 म.
Regn. 39 M


पावती

गावाचे नाव गंधारे
पावती क्र. : 8975
दस्ताऐवजाचा अनुक्रमांक कलन२ - 08909 - 2011
दस्ता ऐवजाचा प्रकार करारनामा
दिनांक 17/08/2011

सादर करणाराचे नाव: सुब्रत कुमार पात्र - -

नोंदणी फी
नक्कल (अ. 11(1)), प्लॉकनाची नक्कल (अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (57)
एकूण रु. 23910.00
:- 22770.00
:- 1140.00

आपणास हा दस्त अंदाजे 2:02PM ह्या वेळेस मिळेल


श्री दुय्यम निबंधक, कल्याण २

बाजार मुल्य: 1613503 रु. मोबदला: 2276880 रु.
भरलेले मुद्रांक शुल्क: 96460 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;
बँकेचे नाव व पत्ता: भारतीय स्टेट बँक ;
डीडी/धनाकर्ष क्रमांक: 134870; रकम: 22790 रु.; दिनांक: 17/08/2011

रामायोजनाय्या अधिन सहू
श्री दुय्यम निबंधक, कल्याण २





Nature of Document	Agreement to Sale
Registration Details	Registrable / Non Registrable
Franking Unique No.	If Registrable Name of S.R.O. Kalyan-2 11002
Property Description in brief	(Village <u>Gandharfal, Kalyan</u>)
Consideration Amount	Sr. No./C.T.S. No. Area 41-31 22, 76, 860
Stamp Purchasers Name	Subrat Kumar Patra
Name of the other Party	Vijay Buiden
If through Name & Address	96, 4604
Stamp Duty Amt.	In Words <u>Ninty Six thousand four hundred eighty only</u>
Authorised Person's Full Signature & Seal	

For the Sr. Jeeran Co-op. Bank Ltd.

[Signature]
Signature

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२३११६. ११०६	२०२१
१	५५



(Customer's Copy)



The Nav Jeevan Co-op. Bank Ltd.

H. O: Bhawani Saw Mills Compound, Ulhasnagar - 421 003.

Visit us at : www.navjeevanbank.com

An ISO 9001 : 2000 Certified Bank

Tel. No.: 2560396, 2566435

Date :	08/08/11	Sr. No.:	
Franking Value	Rs. 96746029		
Service Charges	Rs. 10/-		
Total Amount	Rs. 96747029		
Rupees (in words)	Nine Six seven		
	Seven zero		
No. of Docur. ents:	1		
Name of stamp duty paying party:			
	Subrat Kumar Patra		
Name of Counter Party	Vijay Building		
Purpose of Transaction	Agreement		
Cheque / DD No.	443105		
Drawn on Bank	SBZ		
Branch	Mumbai-5		

Declaration
 I/We hereby apply for the stamping of the above documents & declare that the information provided by me in the application form is true & correct. I/We accept that The Nav Jeevan Co-op. Bank Ltd. is entitled at its discretion to accept or reject the above documents and to charge stamp duty thereon. I/We are fully responsible for the stamp value. I/We will not hold the Bank responsible if the value of stamp franked turns out to be incorrect. I/We agree to submit the original franked document if its impression is distorted incorrectly franked. I/We agree & accept to pay a service charge of Rs. 10/- per impression to the Bank over & above the amount of stamp.

Signature of Purchaser
 (For Bank's Use Only)

 Cashier / Officer
 Authorized Signatory

उपर्युक्त दस्तावेजों का मुद्रण कराने के लिए मैंने/हमें आवश्यक जानकारी प्रदान की है/हैं। मैंने/हमें स्वीकार किया है/हैं कि उपरोक्त दस्तावेजों का मुद्रण करने के लिए मैंने/हमें आवश्यक जानकारी प्रदान की है/हैं। मैंने/हमें स्वीकार किया है/हैं कि उपरोक्त दस्तावेजों का मुद्रण करने के लिए मैंने/हमें आवश्यक जानकारी प्रदान की है/हैं।

Ward No. : 8C
 Village : Gandhare
 Flat Area : 41.31 sq. mtrs, carpet
 Actual Value : Rs. 22,76,880/-

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AGREEMENT FOR SALE
 THIS AGREEMENT MADE AT KALYAN
 ON THIS 17th DAY OF August 2011



CERTIFIED TO BE TRUE COPY

My

MS. V. N. NADAR
 B.A., LL.B.
 ADVOCATE HIGH COURT &
 NOTARY GOVT. OF INDIA
 203/89, GULMOHAR OBEROICH'S
 SECTOR-6, KOPAR KHAIRANE,
 NAVI MUMBAI - 401 309

23 AUG 2011.



For The Nav Jeevan Co-op. Bank Ltd.
 Authorised Signatory

THE NAVJEEVAN CO-OP BANK LTD
 BHAWANI SAW MILLS COMPOUND
 1ST FLOOR, NEAR NEW ERA HIGH SCHOOL
 ULHASNAGAR - 421 003
 D-5/STP/V/C.R.1071/01/07/705-709/2007

भारत 11022 SPECIAL ADHESIVE 188762 महाराष्ट्र AUG 13 2011
 2010 2010 08 13 12:01
 R.0096460/- PB6506
 INDIA STAMP DUTY MAHARASHTRA

BETWEEN

M/s. Vijay Builders and Developers, a partnership firm, having its office at Ground Floor, Kala Palace, Madhuban Hotel Road, Ulhasnagar, 421 001 through its authorized representatives:

1. Shri Mukesh.G.Kimtani. Aged 50 years
2. Shri Vilas.S.Jain, Aged 29 years

Hereinafter called and referred to as the Promoter (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners constituting the said firm for the time being, the survivors of them/his/her heirs, executors, administrators and assigns) being the Party of the First Part.



A N D

SUBRAT KUMAR PATRA - 42 ym. SEARAT

ALAKA PATRA - 33 ym - MUKESH KIMTANI

residing at FLAT NO. 4801/4802, BLDG NO. THE STAFF QTRS, NEW TILAK NAGAR, CHENNAI, INDIA.

hereinafter called and referred to as the Purchaser (which expression shall unless it be repugnant to the context or meaning thereof mean and include his / her heirs, executors, administrators and assigns) being the Party of the Second Part;

WHEREAS Shri Dattatraya Krishna Dhone and others are the owners of the all those pieces and parcels of land lying, being and situate at village Gandhare, Taluka Kalyan, District Thane, within the limits of the Kalyan Dombivli Municipal Corporation bearing:

Survey No.	Hissa No.	Area (Sq. metres)
18	1 A	2710
18	1 D	2120

hereinafter for the sake of brevity called and referred to as "the Plot No. I".

AND WHEREAS by and under a Development agreement dated 14.06.2005 registered at the office of Sub-Registrar of Assurances at Kalyan -1 under serial No. 4156/2005, executed between the said owners in favour of the Promoter herein and Shri Chandrakant Aher and two others as the Confirming Party, the owners granted the development rights in respect of the said Plot No. I to M/s. Vijay Builders and Developers viz. the Promoter herein at and for the price/ consideration and on the terms and conditions therein contained and in pursuance thereof the said Owners also granted power of attorney in favour of the Promoter registered at the office of Sub-Registrar of Assurances at Kalyan-1 under serial No.464/2005 dated 14.06.2005;

AND WHEREAS the said plot No.I is declared as surplus land by and under the order bearing No. ULC/U/LN/6(1)/SR-48 dated



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Alaka Patra

19.02.1988 and the necessary permission for the development of the surplus land is obtained under No. ULC/ULN/Sec.20(N)/SR-524 dated 09.06.2005 and the extension for the said permission is also obtained under No. Mudat 2008/P.K.-265/NJKT-3 dated 10.11.2008 and under No. ULC/ULN/T-5/Sec.20(N)/SR-524 dated 03.12.2009;

AND WHEREAS Smt Motibai Lahu Sutar and others are the owners of the all that piece and parcel of land lying, being and situate at village Gandhare, Taluka Kalyan, District Thane, within the limits of the Kalyan Dombivli Municipal Corporation bearing:

Survey No.	Hissa No.	Area (Sq. metres)
19	--	10070

hereinafter for the sake of brevity called and referred to as the plot No. II".



AND WHEREAS by and under a Development agreement dated 28.03.2007 registered at the office of Sub-Registrar of Assurances at Kalyan -1 under serial No. 2139/2007, executed between the owners represented through their constituted attorney M/s Arvind Securities Private Limited in favour of the Promoter herein and M/s Arvind Securities Private Limited as the Confirming Party the owners granted the development rights in respect of the said plot No. II to M/s. Vijay Builders and Developers viz. the Promoter herein at and for the price/ consideration and on the terms and conditions therein contained and in pursuance thereof the above said Owners also granted power of attorney in favour of the Promoter registered at the office of Sub-Registrar of Assurances at Kalyan-1 under serial No.2140/2007 dated 28.03.2007;

AND WHEREAS by and under the order bearing No. ULC/ULN/6(1)/SR-46 dated 29.12.2003, an area admeasuring 890 sq.meters out of the said plot No. II is declared as retainable land and the remaining land excluding the reservations as appearing thereto is declared as surplus land and the necessary permission for the development of the surplus land is obtained under No. ULC/ULN/Sec.20 (N)/SR-480 dated 04.03.2004 and the extension for the said permission is also obtained under No. Mudat 2027/P.K.83/NJKT-3 dated 25.04.2007 and under No. ULC/ULN/T-5/Sec.20(N)/SR-480 dated 03.12.2009;

AND WHEREAS as the said land being affected by the provisions of Bombay Tenancy and Agricultural Lands Act, 1948 not being a permission under Section 43 of the said Act is obtained from the Sub-Divisional Officer, Thane under No. TD-6/KV/VP/SR-114705 dated 04.06.2005;

AND WHEREAS Smt Bhimabai Sitaram Patil and others are the owners of the all that piece and parcel of land lying, being and situate at village Gandhare, Taluka Kalyan, District Thane, within the limits of the Kalyan Dombivli Municipal Corporation bearing:

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Survey No.	Hissa No.	Area (Sq. metres)
18	2 A	4300

hereinafter for the sake of brevity called and referred to as "the Plot No. III".

AND WHEREAS by and under a Development agreement dated 16.06.2005 registered at the office of Sub-Registrar of Assurances at Kalyan -1 under serial No. 4257/2005, executed between the owners in favour of the Promoter herein and M/s Bhanu Corporation and Shri Chandrakant Shivram Aher and two others as the Confirming Parties, the owners granted the development rights in respect of the said Plot No. III along with other lands to M/s. Vijay Builders and Developers viz. the Promoter herein at and for the price/ consideration and on the terms and conditions therein contained and in pursuance thereof the above mentioned Promoter also granted power of attorney in favour of the Promoter herein at the office of Sub-Registrar of Assurances at Kalyan -1 under serial No.471/2005 dated 16.06.2005;

AND WHEREAS by and under the ULC/ULN/6(1)/SR-14 dated 29.05.1985, the above mentioned Plot No. III declared as retainable land;

AND WHEREAS as the said land being affected by the provisions of Bombay Tenancy and Agricultural Lands Act, 1948 necessary permission under Section 43 of the said Act is obtained from the Sub-Divisional Officer, Thane under No.TD-6/KV/VP/SR-112/05 dated 16.06.2005;

WHEREAS Shri Dashrath Kanha Salpi and others are the owners of the all those pieces and parcels of land lying, being and situate at village Gandhare, Taluka Kalyan, District Thane, within the limits of the Kalyan Dombivli Municipal Corporation bearing

Survey No.	Hissa No.	Area (Sq. metres)	Bearing	
18	1 C	3540	N 70° E 2	
61	2 (P)	9300	E 71° S. 2e. 2e	
			N 70° E 2	

hereinafter for the sake of brevity called and referred to as "the Plot No. IV".

AND WHEREAS by and under a Development agreement dated 19.06.2006 registered at the office of Sub-Registrar of Assurances at Kalyan -1 under serial No. 4061/2006, executed between the said owners in favour of the Promoter herein and M/s Padmapriya Landmark Cor.struction Private Limited as the Confirming Party, the owners granted the development rights in respect of the said Plot No. IV to M/s. Vijay Builders and Developers viz. the Promoter herein at and for the price/ consideration and on the terms and conditions therein contained and in pursuance thereof the above said Owners also granted power of attorney in favour of the



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Alaka Patil

Promoter registered at the office of Sub-Registrar of Assurances at Kalyan-1 under serial No.4062/2006 dated 19.06.2006;

AND WHEREAS by and under the order bearing No. ULC/ULN/6(1)/SR-21/Gandhare dated 17.10.1997, Survey No. 61/2(p) and an area admeasuring 3440 sq.meters out of Survey No. 18/1C is declared as surplus land and the necessary permission obtained for the development of the surplus land under No. ULC/ULN/Sec.20(N)/SR-470 dated 06.12.2003 and the extension for the said permission is also obtained under No.Mudat 2008/P.K.-157/NJKT-3 dated 11.09.2008 and under No.ULC/ULN/T-5/Sec.20(N)/SR-470 dated 03.12.2009.

AND WHEREAS in pursuance to the rights and authorities conferred upon the Promoters by and under the above referred agreements, the Plot No.1 to IV being effectually, Promoters herein have amalgamated plots and more particularly described in the hereunder written and accordingly the Promoter non-agricultural assessment under order bearing K-1 / T-7 / NAP / SR-33 / 2007 dated 28.03.2007 District Collector Thane;

AND WHEREAS the Promoter has also obtained the building Commencement Certificate from the Kalyan Dombivli Municipal Corporation under No.KDMP / NRV / BP / KV / 851-356 dated 30.03.2007 for an area admeasuring 25390 sq.meters comprising of Survey No. 18/1A, 18/1C, 18/1D,18/2A, 19 and 61/2(p);

AND WHEREAS by and under the Agreement dated 20.10.2009 registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No. 7190/2009, executed between Shri Mangesh Dashrath Gaikar for self and constituted attorney for Kalu alias Kaluram Sitaram Tare as the Vendors and M/s. Vijay Builders and Developers as the Purchasers/Builders for availment of the transferable development rights of 909.60 sq. metres in respect of the properties bearing Survey No. 35, 36 & 38 of Village Khadegolavali, Taluka Kalyan District Thane and obtained the revised building commencement certificate from Kalyan Dombivli Municipal Corporation under No. No.KDMP/NRV /BP/ KV/626-230 dated 23.12.2009 to be used and utilized on the property admeasuring 12022 sq. metres thereby consuming built up area of 19803.29 sq. metres. Which is hereinafter called the property to be conveyed to the cooperative housing society more particularly described in the second schedule hereunder written.

AND WHEREAS in pursuance to the sanctioned plans and permissions as recited hereinabove and further revisions and renewals thereto from time to Promoters have commenced the construction proposed buildings on said entire property;



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Alaka Patil

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AND WHEREAS the Purchaser/s has/have demanded from the Promoters and the Promoters have given the inspection of all the documents of title relating to the said land to the Purchaser and the plans, designs, specifications prepared by the Promoter Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as "the said Act") and the rules made there under;

AND WHEREAS the copies of Certificate of Title issued by the Advocate of the Promoters to the said property and copies of extracts of 7/12, the list of amenities to be provided and the floor plan approved by the local authority have been annexed hereto and marked as Annexure "A", "B", "C" & "D" respectively;



AND WHEREAS the Promoters have got approved from the concerned local authority the plans, specifications, elevation and details of The Said Building (hereinafter referred to as "the said plans");

AND WHEREAS the Promoters have provided to the Purchaser the copy of orders, sanctioned plans, permissions/approvals, documents of title and have clearly brought to the knowledge of the Purchaser and the Purchaser is fully aware of the covenants, common rights as appearing on the sanctioned plans and after going through the same and being fully satisfied about the same, the Purchaser has granted his / her express and irrevocable consent for the same;

AND WHEREAS the Purchaser has seen the site of the project, the progress of work of construction of the said buildings;

AND WHEREAS the Promoters have given the clear inspection of the sanctioned plans to the Purchaser and have brought to the knowledge of the Purchaser that the said entire project also interalia provides for future expansion of buildings as well as include the further consumption and utilisation of the transfer of development rights, staircase floor space index, permitted increases in floor space index, floor space index of certain amenity area as well as recreation spaces and exploitation of entire available potentiality of floor space index & has represented and brought to the notice of the Purchaser that the Purchaser is fully aware and having the true and correct knowledge that the scheme of construction presently undertaken by the Promoters will be further suitably altered, modified and revised from time to time and thus the purchaser herein is fully aware & having the full and absolute knowledge of the total construction scheme, the number of buildings, recreational facilities and amenity area and the purchaser herein along with the other purchasers will not raise any

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[Signature]
Alaka Rana

objection, hindrance or obstruction at the time of formation of society/condominium of apartments its conveyance, demarcation, grant of right of way, easement rights and other benefits attached to the said different portions of land as described hereinabove;

AND WHEREAS the Promoters have brought to the knowledge of the Purchaser herein that the club house and recreational facilities in the said scheme of construction will available to the flat / unit purchasers in the said project at the absolute discretion of the Promoters herein and subject to the Purchasers paying the requisite monthly / lump sum charges, deposits and amounts for the same;

AND WHEREAS the Promoters have brought to the knowledge of the purchaser herein and the Purchaser/s is/are aware of the Promoters during the course of construction and completion of the entire scheme of construction will acquire additional F.S.I., T.D.R., staircase F.S.I. and/or any other facilities and increase in F.S.I. as per the rules and regulations of the Municipal Corporation on the above recited buildings and will further avail, use and consume additional floor space index thereby constructing additional floors, flats and units in the said scheme of construction and will get the plans, approved, revised, modified as the Promoters may deem fit and proper and the Purchaser has accorded his / her express and irrevocable consent for the same;



AND WHEREAS the Promoters have also clearly brought to the notice of the Purchaser during the course of development / construction they will shift and / or convert the amenity area of the said entire project or will further use and utilise the benefit of the amenity area as may be sanctioned by the municipal authorities and will avail the additional construction thereof as they may deem fit and proper and also delete the construction of certain amenities area and garage premises and the Purchaser shall not raise any objection for the same and will not demand the construction thereof and further will not claim any compensation thereof and thus have granted their express and irrevocable consent to the Promoters for making any changes, modifications and revisions in the said entire amalgamated property and / or sanction of plans for the further expansion buildings and commencement and completion of construction work of the same without taking any consent of the Purchaser herein;

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AND WHEREAS the Purchaser after verifying the above facts and having the true and correct knowledge of the same and after satisfying himself / herself has expressed his / her express and irrevocable consent for the same and agreed to acquire the flat / unit in the said scheme of construction and the above covenants, rights, privileges and benefits shall always remain valid, subsisting and completely in force and the same will be incorporated in the further writings, documents, deed of

[Signature]
Alok Pooja

assignment, conveyance and / or transfer deeds as and when executed in favour of the cooperative housing society and / or condominium of apartment owners as the case may be and such contents will be irrevocably and expressly agreed, accepted, noted and incorporated in the above referred documents to be executed without raising any objections and obstructions of any nature whatsoever;

AND WHEREAS relying upon the said aforesaid representations and its express and irrevocable acceptance by the purchaser herein, the Promoters agreed to sell to the Purchaser a Flat so decided price and on the terms and conditions herein after appearing;

Now this presents witnesseth and it is hereby agreed by and between the parties hereto as follows:-

1. THE Promoters shall construct the buildings on the slab-REGISTRAR property in accordance with the plans, design specifications approved by the concerned local authority and which have been seen and approved by the Purchaser with only such variation and modification as the Promoters may consider necessary or as may be required by the Kalyan Dombivali Municipal Corporation to be made in them or any of them for which the Purchaser hereby gives consent.

2. THE Purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Purchaser/s the Flat No. 502 on the 5th floor, admeasuring 41.31 sq. mtrs. carpet (which is inclusive of the area of balconies and bathrooms) in the building **No.2 DAFFODIL** wing B of the scheme known as "**Vasant Park**" and as shown on the floor plan thereof hereto annexed and marked as annexure "C") hereinafter referred to as "the said premises") for the price/consideration of Rs. 22,76,880/- (Rupees Twenty Two Lakh Seventy Six Thousand Eight hundred Eighty Only) The Purchaser hereby agrees to pay to the Promoters the aforesaid consideration / price in the following manner viz.:-

- | | | |
|-------|--|------|
| (i) | 12% paid on or before execution of these presents as earnest money (the payment and receipt whereof the Promoters doth hereby admits, acquits, acknowledges and discharges the Purchaser absolutely and forever) | २ |
| (ii) | 16% to be paid on completion of plinth | |
| (iii) | 52% to be paid on completion of slabs (04% for each slab) | २०११ |
| (iv) | 05% to be paid on commencement of brick work | ५० |
| (v) | 04% to be paid on commencement of internal plaster work | |
| (vi) | 04% to be paid on commencement of external plaster work | |
| (vii) | 05% to be paid on commencement of electric & tiling work | |



[Signature]

Alaka Patra

consume and avail the T.D.R. and complete the additional construction as per the plans and permissions granted by the Municipal Corporation. It is also expressly brought to the notice of the Purchaser that in the event of Promoters availing additional floors and construction, the number of flats and occupants will increase accordingly and such additional flat purchasers will be entitled to all the facilities of the entire housing complex and the same is known, accepted and confirmed by the Purchaser herein.

5. THE Promoters hereby agree that they shall make out clear and marketable title before handing over the possession of the premises to the Purchaser and in any event before the execution of the Conveyance of the said property in favour of a Corporate Body to be formed by the purchasers of the Flats / Other Unit in the building to be constructed on the said property and ensure that the said property is free from all encumbrances and that the Promoters have absolute, clear and marketable title to the said property so as to enable him to convey to the said Society such absolute clear and marketable title on the execution of a conveyance of the said property by the Promoters in favour of the said Society.
6. THE Purchaser agrees to pay to the Promoters interest @ 24% per annum on all the amounts which becomes due and payable by the Purchaser to the Promoters under the terms and conditions of this agreement from the date the said amount is payable by the Purchaser to the Promoters.
7. ON the Purchaser committing default, in payment on due date of any amount due and payable by the Purchaser to the Promoters under this agreement, (including his / her / their proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Purchaser committing breach of any of the terms and conditions herein contained the Promoters shall be entitled to at their option to terminate this agreement and to forfeit the moneys paid by the Purchaser under this agreement.
- THE Promoters shall have the first lien and charge on the said flat/premises agreed to be acquired by the Purchaser in respect of any amount due and payable by the Purchaser under this terms and conditions of this agreement.
8. THE fixtures, fittings, and amenities to be provided by Promoters in the premises and the said building are those that are set out in the Annexure "D" annexed hereto.
9. THE Promoters shall give possession of the said premises to the Purchaser or his / her nominee or nominee on or before 31st Dec 2011. If the Promoters fails or neglect to give possession of the premises to the Purchaser or his / her nominee or nominees by the aforesaid date or dates prescribed in clause (B) of the section 8 of the said Act then



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— Alexia Patra

the Promoters shall forthwith refund to the Purchaser the amount already received by him in respect of the premises with simple interest @ 9% p.a. from the date of Promoters received the sum till the date the entire amount and interest thereon is refunded by the Promoters to the Purchaser. They shall, subject to prior encumbrances, if any, be a charge of the said land as well as the construction or building in which the premises are situated or were to be situated.

THE Promoters shall be entitled to reasonable extension of time for giving delivery of the said flat / shop / tenement / other unit on the aforesaid date, if the completion of building in which the said flat / shop / other unit is situated is delayed on account of :-

- i) non-availability of steel, cement materials, water or electric supply;
- ii) floods, earthquakes, natural calamities
- iii) war, civil commotion or Act of God;
- iv) any notice order, rule, notification of the Government and / or other public or competent authorities, YAN-2
- v) circumstances beyond the control of Promoters.

10. THE Purchaser shall take possession of the said premises within 7 days of the Promoters giving written notice to the Purchaser intimating that the said premises are ready for use and occupation.

11. THE Purchaser shall on receipt of possession use the premises or permit the same to be used only for the purpose of residence and / or for such other purpose as may be authorised by the Builders / Developers in writing and as may be permissible in law and / or the local authority and / or any other concerned authorities in that behalf and which is not likely to cause nuisance or annoyance to the other occupiers of the said buildings / or owners and occupiers of the neighboring property or properties.

12. THE Purchaser along with the other Purchasers of the Flats / Shops in the building shall join in forming and registering the cooperative society to be known by such name as the Promoters may decide and for this purpose he / she shall also from time to time attend the office of the Promoter and sign and execute the necessary applications and/or other papers and documents necessary for the formation and registration of the co-operative society including the bye laws of the proposed society. No objection shall be taken by the Purchaser if any changes or modification are made in the draft bye laws or the Memorandum and/or Article of Association, as may be required by the Registrar of Co-operative Societies or any other competent authority.

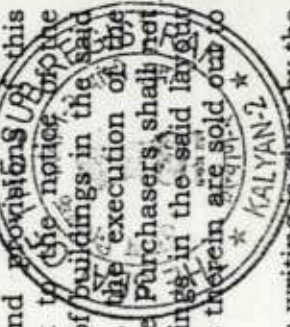
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Alok Puri

13. ON the completion of all the buildings (with its all wings) and on receipt by the Promoters of the full payment of all the amounts due and payable to him by all the purchaser/purchasers of all the flats/ premises in the said building, the purchasers shall co-operate with the Promoters in forming and registering or incorporating a society a registered body, when the society is registered and all the amounts due and payable to the Promoters in respect of the flats and other units and other portions in the said building, garages and car parking spaces are paid in full as aforesaid, the Promoters shall cause to be transferred to the society all the rights title and interest of the Promoters in the aliquot part of the said property together with building by executing the necessary Conveyance of the said property and the said premises in favour of such society, such conveyance shall be in keeping with the terms and conditions and provisions of this agreement. It is clearly brought to the notice of the Purchasers that there are number of buildings in the said property undertaken by Promoters, the execution of the conveyance may be delayed and the Purchasers shall not raise any objection till all the buildings in the said layout are constructed and the flats / units therein are sold out to the prospective buyers.



14. COMMENCING a week after notice in writing is given by the Promoters to the Purchaser that the said premises are ready for use and occupation. The Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the said land from the date of occupation certificate, the Purchaser shall be liable to bear and pay the proportionate share of municipal tax, outgoings in respect of the said land, flat / shop / unit and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, common lights, repairs and salaries of clerks, bills of collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenances of the said building. The Purchaser shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Purchaser further agrees that till the Purchaser's share is so determined by the Promoters shall pay to the Promoters provisional monthly contribution of Rs. 1334/- per month towards the outgoings from the date of notice as aforesaid. The amount so paid by the Purchaser to the Promoters shall not carry any interest and shall remain with the Promoters until a conveyance is executed in favour of co-operative society as aforesaid. Subject to the provisions of section 6 of the Maharashtra Co-operative Societies Act, on such conveyance being executed the aforesaid deposits (less deductions there from) for the actual



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expenses incurred in various account) shall be paid over by the Promoters to the Co-operative Society or as the case may be. The Purchasers agrees to pay the maintenance charges as well as membership of gymkhana, clubhouse, recreational facilities and bore-well charges per month in advance to the Promoters if provided by the Promoters.

The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reasons whatsoever.

15. THE Purchaser hereby agrees to pay on demand the Purchaser's share of stamp duty and registration charges payable, if any, by the said society on the conveyance or any document or instrument of transfer in respect of the said property and the building or the said premises to be executed in favour of the society.
16. THE Promoters hereby declare that the said premises is not subject to any mortgage, charge, lien or any other encumbrances whatsoever.
17. THE Purchaser shall from the date of possession maintain the premises at Purchaser's own cost in good tenantable condition and shall not do or suffer to be done anything in or to the building in which the said building or the premises, staircase or common passage which may be against the rules, regulations of the concerned local or any other authority and the Purchaser shall not change, alter or make additions in or to the said premises or the building or any part thereof.
18. THE Purchaser shall not store in the said premises any goods which are hazardous, combustible and/or dangerous in nature or are so heavy as to damage the construction or structure of the building or are rejected to by the concerned local or other authority or authorities shall not carry out or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase common passages or any other structure of the building including the entrance of the premises and the Purchaser shall be liable for the consequences of breach of this clause.
19. THE Purchaser shall at their costs carry out all repairs to the said premises and maintain the same in good condition, state and order in which the same was delivered by the Promoters and shall not do or suffer to be done anything in or to the building in which the said building or to the said premises, which may be against the rules, regulations and bye laws of the concerned local authority and/or public authorities and the Purchaser shall be responsible to the concerned local authorities and or the other public authority for any thing so done in connection



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with the said building and/or the said premises and shall be liable for the consequences thereof.

20. THE Purchaser shall not at any time demolish or cause to be demolished the said premises or any part thereof nor shall at any time made or cause to be made any additions or alterations of whatsoever nature to the said premises or any part thereof or any alterations in the elevation and outside colour scheme of the said premises and shall keep the partition walls, sewer, drains, pipes in the said premises an appurtenances thereto in good tenantable repairs and condition of and in particular so as to support shelter and protect the other parts of the building and shall not chisel or cause damage to any columns, R.C.C. walls or other structure or structural members in the said building without prior written permission of the Promoters and/or Society.

21. The Promoters may make alterations in structure of the said premises as described in the said plans or any other alterations or additions in the structure of the said building after the said plans are disclosed or furnished to the Purchaser and the Purchasers shall not object for such alterations or additions, provided that such alterations / additions do not substantially affect the flat / shop / premises agreed to be purchased by the Purchaser.

22. THE Purchaser shall not do permit or caused to be done any act or thing which render void or voidable any insurance of the said property and building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

23. THE Purchaser shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in compound or any portion of the said property or building.

24. IN case any security deposit is demanded by the concerned local authorities or government for the purpose of giving water connection to the said building, such deposit shall be payable by the Purchaser along with the other Purchasers of the said building. The Purchaser agrees to pay to the Promoters within seven days of demand the Purchaser's share of such amount of deposit. The Purchaser also agrees to contribute proportionate expenses for electric transformer, water connection etc., if insisted by the concerned authorities charges and penalties leviable by the concerned planning authority in connection with the enclosing of balconies.

25. THE development and/or betterment charges, N.A. taxes, open land taxes or other taxes levied by the concerned local authority, Government and/or any other public authority in respect of the said property and/or building, shall be



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borne and paid by the Purchaser along with all the Purchasers of flats in the building in proportion to the floor area of their respective premises.

26. THE Purchaser and/or the Promoters shall from time to time sign all applications, papers and documents and do all such acts, deeds and things as the Promoters and/or the Society may require for safe-guarding the interest of the Promoters and/or the Purchaser and the other Purchasers of the said premises in the said building.

27. NOTHING contained in this agreement is intended to be nor shall the same be constructed as a grant, demise or assignment in law of the said premises or of the said building and building or any part thereof. The Purchaser shall have no claim, save and expect in respect of the said premises hereby agreed to be sold to him / her and all open spaces, parking spaces, stilts, lobbies, staircases, terraces, recreation space etc., will remain the property of the Promoters until the said land and the said building is transferred to the co-operative society as herein mentioned.

28. THE Purchaser shall not let, sub-let, transfer, assign or part with his / her interest or benefit factors under this agreement or part with the possession of the said premises until all the dues payable by the Purchaser to the Promoters under this agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the term and conditions of this agreement and unless & until prior permission in writing is obtained from the Promoters.

29. THE Purchaser shall observe and perform all the rules and regulations which the society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats there in and for the observance and performance of the building rules, regulations and bye laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all stipulations and conditions laid down by the co-operative society regarding the occupation and use of the said premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms, and conditions of this agreement.

30. The Purchaser shall be entitled to the benefits offered to him under the provisions of the Bombay Stamp Act, 1958 in case of transfer of the said premises by him to any intending purchaser subject to the provisions of the said Act.



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31. ANY delay tolerated or indulgence shown by the Promoters in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoters.
32. ALL costs, charges and expenses, penalties, Service Tax, Value Added Tax (VAT), Sales-Tax and any other levies if any, including stamp duty, registration charges and expenses in connection with the preparation and execution of this Agreement as well as the Conveyance and other documents and the formation, registration or incorporation of the Co-operative Society, shall be borne and paid by all the Purchasers of the flats or other units or other spaces and/or paid by such co-operative Society or as the case may be. The Purchaser shall present this Agreement as well as the Conveyance at the proper registration office for registration within the time limits prescribed by the Registration Act and the Promoters shall attend such office and admit the execution thereof. The Purchaser shall deposit with the Promoters a sum of which will be worked at the prevailing rates being proportionate share of stamp duty that would be needed for execution of final Deed of Conveyance in favour of the Co-operative Housing Society or Condominium of Apartments. It is agreed that unless and until the Purchaser of various flats / shops / units in the said building pay the proportionate amount of stamp duty and registration charges, if any, the Promoters shall not be obliged to execute or cause to be executed the final deed of conveyance in favour of the co-operative housing society / condominium of apartments.
33. ALL notices to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent by the Registered A.D. Post or Under Certificate of Posting or hand delivery or courier to the Purchaser at his / her / their address as specified hereinabove.
34. THE Purchaser shall permit the Promoters and his / her / their Surveyors and agents, with or without workmen and others at all reasonable time, to enter upon, into the said property and premises or any part thereof to view and examine the state and condition thereof.
35. IT is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flat in the said building, if any, shall belong exclusively to the respective Purchasers of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission



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in writing is obtained from the concerned local authority and the Promoters or the society.

36. a) The Promoters shall be entitled to transfer, assign, dispose off and/or sell in any manner he / she deem proper the said terrace, stilt, garage etc., to anybody. The Purchaser along with the other Purchasers will not raise any objection of whatsoever nature. The stilt and open spaces shall always be the property of the Promoters and the Promoters shall have full right and absolute authority to enclose the said stilt area of the building and further shall have the right to sell the same to any prospective purchaser.

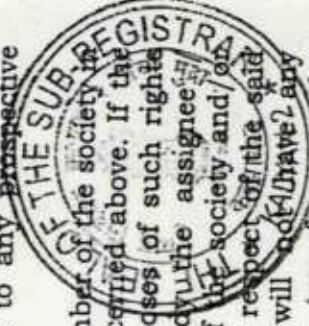
b) The Promoters shall become the member of the society in respect of its rights and benefits concerned above. If the Promoters transfers, assigns and disposes of such rights and benefits at any time to anybody, the assignee/transferee shall become the member of the society and/or the Apartment Owner's Association in respect of the said rights and benefits. The Purchaser will not have any objection to admit such assignee or transferee as the member/s of the Society.

c) The Purchaser agrees that they along with the other Purchasers of the flats will not charge anything from the Promoters or its nominee or nominees or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for the use of such terrace, compound walls, display of advertisement or hoardings etc., for the purpose mentioned hereinabove.

37. THE Purchaser shall not claim any deduction in the cost of his / her flat on account of deletion of any item of construction as per his / her requirements, of the Purchaser in his / her flat.

38. IF Additional amenities are required by the Purchaser, then in that event the Purchaser agrees to pay in advance the cost of such additional amenities as per the estimate prepared by the Promoters or the Architect of the Promoters and the decision shall be final and binding on the Purchaser.

39. THE Promoters shall have the right to make additional and/or alterations and raise or put up additional structures, as may be permitted by concerned authorities on the terrace or the said land and/or grant right of way from the said land for development of any property adjacent to this property. If any portion of the said land is acquired or notified to be acquired by the Government or any other Public body or authority, the Promoters shall be entitled to receive all the benefits in respect of thereof and/or compensatory FSI or all other benefits which may be permitted in lieu thereof. The Promoters have the right to



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display advertisements hoardings and other neon sign and advertisement materials on or over the terrace, parapet wall of the building with the right to grant permission to any person / firm of that choice and the purchasers herein along with the other purchaser will not raise any objection for the same.

40. THE transaction covered by this contract at present is not understood to be a sale liable to tax under Sales Tax Laws. If however, by reason of any amendment to the constitution or enactment or amendment of any other laws, central or state, this transaction is held to be liable for tax as a sale or otherwise either as a whole or in part, in connection with this transaction are liable to be tax, the same shall be payable by the Purchaser along with the other purchasers of the building on demand at any time.



41. The Purchaser covenant with the Promoters that if at the request of the Purchasers the Promoters makes any change in the flats / shops / other units agreed to be sold and as a result of this the Promoters have to use any materials less than the other purchasers, even then the Purchaser shall not be entitled to any reduction in the agreed price of the said flat and he / she shall be liable to pay the entire agreed price as per this agreement. Similarly, the Promoters are not bound to carry out any extra additional work for the purchasers without their being a written acceptance by the Promoters that they have agreed to execute the additional extra work for the purchaser. In case if the Promoters have agreed to do any additional extra work for the purchasers, have agreed to do any additional extra work for the purchaser, the Purchaser shall within 7 days from the date when the Promoters gives the estimated cost. If the Purchaser fails to deposit with the Promoters the estimated cost for the additional extra work agreed to be carried out by the Promoters then the Promoters shall not be liable to carry out the said additional work in the premises of the said Purchaser.



42. IT is also agreed and understood that the Promoters will only pay the municipal tax for the unsold flats/units and will not pay any maintenance charges like water, light etc. and the Promoters can sell the said flats/units to any prospective buyers and then such prospective buyers will become the member of the society without paying any transfer premium or any other charges.

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43. THAT the Purchaser shall at no time demand their interest in the said schedule hereunder written of the said building it being hereby agreed and declared by the Purchaser that their interest in the piece or parcel of land more particularly described in the SCHEDULE hereunder written and the building and land is impartible and it is further agreed that the Promoters shall not be liable to

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execute a transfer deed in favour of the Purchaser unless the Promoters decided to submit the entire building to the provisions of the Maharashtra Apartment Ownership Act, 1970.

44. Notwithstanding any other provisions of this agreement the Promoters shall be entitled at the his sole and absolute discretion:
- To form a separate/combined cooperative housing society or limited Company or condominium of apartment or any other body or bodies of Purchasers to be formed and constituted.
 - To decide and determine how and in what manner the infrastructure including the common utility areas such as gardens, open spaces, roads etc. may be transferred and/or conveyed / assigned/leased.
 - To provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads, if any.
 - To decide from time to time to what extent the building/s along with land appurtenant to it is transferred to the respective body formed.
 - To decide from time to time when and what sort of document of transfer should be executed.
 - To grant of right of access/way and/or other easement rights to the adjacent buildings, plots of the said entire property.
45. IT is clearly understood and agreed by and between the parties hereto that the Promoters shall have the unqualified and unfettered right to sell on ownership basis to anyone of their choice the stilt, garage, garden in the compound and the terrace above the top floor of the said building subject to the necessary means of access to be permitted for such purpose so as to reach the water tank. The Purchaser/Occupant of such stilt, garage, terrace or garden shall be entitled to make use of the same for the purpose whatsoever, as permissible by law. However, the Purchaser/Occupant of such stilt, garage, terrace or garden shall not enclose or cover the same without the written permission of the Promoters and/or the society or such body formed, as the case may be and Municipal Corporation and other concern authorities.

46. It is specifically declared that if the Promoters provides the facility of bore well then the Promoters shall have full right and absolute authority to grant the water connection / supply to any adjoining buildings / societies and the Purchaser herein along with the other Purchasers shall not raise any objection for such grant of facility of bore well



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water and use of such bore well water by the Promoters for construction of other buildings in the adjoining properties.

47. THE Purchaser/s is aware that the Promoters shall be paying the maintenance, municipal taxes, local taxes and all outgoing as aforesaid in respect of whole of the property for and on behalf of the Purchaser/s of the flats and it shall be the paramount responsibility and obligation of the Purchaser/s to pay all the outgoing regularly. In the event of the default being committed by the Purchaser/s herein or any of the Purchaser/s of any other units and in such event the Promoters shall not be bound to pay any such outgoings for and on behalf of such defaulting persons and in the event of any essential supply being disconnected, it shall be the responsible of the Purchaser/s together in respect of the flats in respect of which possession has been given by the Promoters.



48. If the Purchaser neglects, omits or fails to pay any amount whatsoever to pay to the Promoters any of the amounts due and payable by the Purchaser under the terms and conditions of the agreement (whether before or after delivery of possession) within the time herein specified or if the Purchaser shall in any other way fails to perform or observe any of the covenants and stipulations or his part thereto contained or referred to, the Promoters shall be entitled or re-enter: and resume possession of the said flat/other unit etc, and of everything whatsoever therein contained and this agreement shall cease and stand terminated and this earnest money and other amounts already paid by the Purchaser to the Promoters shall be refunded to the Purchaser in respect of the said premises and the Purchaser shall have no claim in or upon the said premises and the Purchaser hereby agree to forfeit all his rights, title and interest in the said premises and in such event the Purchaser shall be liable to be immediately ejected as tress-passer but the right given by this clause to the Promoters shall be without prejudice to the other rights, remedies and claims, whatsoever at law or under this agreement of the Promoters against the Purchaser.

49. IN the event of the society or corporate body being registered before the sale and disposal by the Promoters of all the persons in the said building, the power and authority of the society or the corporate body so formed or of the Purchaser herein and other Purchasers of the flat shall be subject to the overall powers of the Promoters in any matter concerning the building construction and completion thereof and the Promoters shall have absolute authority and control as regards the unsold flats, the balance floor space and its disposal thereof.

50. THE Promoters shall be entitled to sell the premises in the said building for the purpose of using the same as bank, 4/4



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dispensaries, nursing homes, maternity homes, coaching classes and for other non-residential purpose and the Purchaser herein along with the other Purchasers shall not raise any objection for such non-residential use of the premises sold by the Promoters to the intending Purchasers.

51. THE Purchaser herein has desired to avail the special amenities over and above the general amenities as mentioned in the Annexure hereto and the Purchaser has agreed to pay the extra consideration as mentioned in the supplemental agreement for providing amenities. It is further agreed and understood by and between the parties that the said amenities shall be provided ~~only on payment of installment as mentioned in the supplemental agreement~~ ^{only on payment} and that such agreement shall form a part and parcel of this agreement.

52. THE Purchaser shall lodge at his own costs as to the registration charges for registration within ~~two months of~~ ^{two months of} the date of this agreement and shall intimate ~~the Promoters~~ ^{the Promoters} within 7 days from the date of lodgment and send a number under which the same is lodge for registration with Xerox copy of receipt in order to enable the Promoters to admit the execution of the same.

53. THE stilt, basement and garage as well as the open parking spaces if any, shall always be the property of the Promoters and the Promoters have full right and authority to enclose the said stilt area of the building and further right to sell the same to any prospective purchaser/s and the Purchaser/s herein along with other purchasers will not take any objection for the same and the Purchaser has only the right in respect of the flat agreed to be purchased by him or her.

54. THE Promoters shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules, regulations etc.,

55. IT is brought to the notice of the Purchaser that the electric meters of all the flats / shops / office premises as well as the water meters will be in the name of the Promoters herein and the Purchasers and/or their society shall get the same transferred in their favour and the Promoters herein will grant the no objection as and when required.

56. THE Promoters have explained to the Purchaser that if any difficulty arises in registration of Societies due to more than one building in the said complex then some common organization or Apex/Federal Society will be ~~formed by the~~ ^{formed by the} Promoters which may be found feasible and ~~suitable in the~~ ^{suitable in the} circumstances.



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57. The Purchaser has seen the layout of the proposed building complex and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the premises in the said complex and accordingly the Purchasers of the premises in the said complex and the different common organization will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.,



58. The Promoters have given the clear inspection to the sanctioned plans to the Purchaser which also include the consumption and utilisation of the transfer of development rights also the future expansion buildings as well as construction of certain amenity area as well as recreation spaces and has represented and brought to the notice of the Purchaser and the Purchaser is fully aware and having the correct knowledge that the scheme of construction undertaken by the Promoters as per the revised building permission from the Kalyan Dombivali Municipal Corporation under No. KDMP / NRV / BP / KV / 626-230 dated 23-12-2009 on the said property described in the schedule hereunder written and thus the purchaser herein is fully aware and having the full and absolute knowledge of the total construction scheme, the Number of buildings, recreational facilities and amenity area and the purchaser herein along with the other purchasers will not raise any objection, hindrance or obstruction at the time of formation of society/ condominium of apartments its conveyance, demarcation, grant of right of way, easement rights and other benefits attached to the said different portions of land as described hereinabove. The Purchaser is also aware that there is a separate independent structure which will be independently owned and possessed by the said owners along with the open land, garden spaces, marginal spaces in around and appurtenant thereto and will have exclusive right to use, occupy and possess the same along with the of egress and ingress, internal roads, right and interest in the common amenities. recreation spaces and other benefits of the entire layout, right of access, water connection of transformer supply and the land to be conveyed in favour of the cooperative housing society of building will not be equivalent and in proportion to the floor space index used, utilised and consumed in the construction of buildings on the said plot of land and the Purchaser herein grant his/her express and irrevocable consent for such transfer of land and construction thereon. The Promoters have also brought to the knowledge of the Purchaser that the Promoters have reserved their right and option to enroll the purchaser of the said structure to the membership of



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society and / or condominium of apartment owners and / or to independently convey the land and the structures along with the privileges and benefits thereto as recited above to such purchasers and the Purchaser herein is fully aware of the same and granted his / her express and irrevocable consent for the same and will not raise any objection for such option / discretion to be exercised by the Promoters at relevant times and shall render his / her utmost cooperation for the same.

59. The Promoter have brought to the knowledge of the Purchaser herein that the club house in the said scheme of construction will be used, occupied, possessed and enjoyed by the promoter herein to carry out his administration and office work and on completion of the entire project, formation of the society and at the time of execution of the conveyance of the land and building in favour of the society, the Promoter herein will hand over the possession of the club house and the same shall vested in favour of the cooperative housing society absolutely and forever. The Purchaser is aware of the same and has granted his/her express and irrevocable consent for the same.

60. The Promoters have brought to the knowledge of the purchaser herein and the Purchaser/s is/are aware that the Promoters during the course of construction and completion of the entire scheme of construction will acquire additional F.S.I., T.D.R., staircase F.S.I. and/or any other incentives and increase in F.S.I. as per the rules and regulations of the Municipal Corporation on the above recited buildings and row houses and will further avail, use and consume additional floor space index thereby constructing additional floors, flats and units in the said scheme of construction and will get the plans amended, revised, modified as the Promoters may deem fit and the Purchaser has accorded his / her express and irrevocable consent for the same,

61. The Promoters have also clearly brought to the notice of the Purchaser during the course of development / construction they will shift and / or convert the amenity area of the said entire project or will further use and utilise the benefit of the amenity area as may be sanctioned by the municipal authorities and will avail the additional construction thereof as they may deem fit and proper and also delete the construction of certain amenities area and garage premises and the Purchaser shall not raise any objection for the same and will not demand the construction thereof and further will not claim any compensation thereof and thus have granted their express and irrevocable consent to the Promoters for making any changes, modifications and revisions in the said entire amalgamated property and/or sanction of plans for the further expansion buildings and



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commencement and completion of construction work of the same without taking any consent of the Purchaser herein.

62. It is agreed between the parties that the Purchaser after verifying the above facts and having the true and correct knowledge of the same and after satisfying himself / herself has expressed his / her express and irrevocable consent for the same and agreed to acquire the flat / unit in the said scheme of construction and the above covenants, rights, privileges and benefits shall always remain valid, subsisting and completely in force and the same will be incorporated in the further writings, documents, deed of assignment, conveyance and / or transfer deeds as and when executed in favour of the cooperative housing society and/or condominium of apartment owners as the case may be and such contents will be irrevocably and expressly agreed, accepted, noted and incorporated in the above referred documents to be executed without raising any objections and obstructions of any nature whatsoever.



63. The Promoters has also brought to the knowledge of the Purchaser and the Purchaser is aware that the scheme of the construction undertaken by the Promoters on the amalgamated property described in the schedule hereunder written consists of various buildings and common facilities and amenities to the said entire housing project and as such the Promoters has reserved their rights and option for the formation of the society building wise or by making combination of the buildings as regards the common amenities and the same is accepted the Purchaser herein. It is also further brought to the knowledge of the Purchaser that in event the Promoters intends to form a federal society of all the societies of the buildings situated in the said property, then Purchaser shall execute all the writings and documents for enabling the respective society in which his flat is situated to be the member of such federal society and the rules and regulations of the federal society or the apex society shall always remain binding upon the Purchaser herein and the Purchaser agree and assure to execute necessary confirmation and writings to safeguard the interest of the Promoters and for the effectual formation of such federal or apex society as the case may be and this has granted his express and irrevocable consent for the same.

64. It is agreed that if before the execution of the conveyance in favour of the proposed society and further construction of the land is allowed in accordance with the rules and regulations of the municipal corporation then the Promoters would be entitled to put up additional or other construction without any hindrance by the Purchaser. Provided that any payment may, have to be made to the municipal corporation for such additional construction



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shall be paid by the Promoters. The Promoters shall be entitled to sell premises forming part of such additional construction in such manner as they may think fit and proper to any person or persons for such consideration as the Promoters may in his absolute discretion deem fit and proper. The Promoters will in those events be entitled to connect the electric meter, sanitary and drainage connections provided however that all costs of construction of such additional floors and the connection to be made thereto shall be borne by the Promoters. ~~The Promoters and / or their transferees shall have the right to use, alter, the staircases and other common amenities of the building in the event of additional floors being constructed as aforesaid, the water tank shall be shifted to the top of such structures at the cost of the Promoters. Even if any additional construction becoming permissible on the said building after the completion of the construction of the said building, the Promoters shall be entitled to construct the same and to sell the additional tenements. The Purchaser herein and the members of the society shall admit such new inter-riding purchasers at its members.~~

65. In the event of any portion of the said property being required for putting up an electric sub-station, the Promoters shall be entitled to give such portion to the concerned body for such purpose on such terms and conditions as the Promoters shall think fit.

66. THE Purchaser shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and licence agreement in respect of the premises allotted to the purchaser.

67. After the possession of the premises is handed over to the Purchaser if any additions or alterations in or about or relating to the said building are thereafter required to be carried out by the Government, municipality or any statutory authority the same shall be carried out by the Purchaser in co-operation with the Purchaser of the other premises in the said building at his own costs ~~and the~~ Promoters shall not be in any manner be liable or responsible for the same and for any damage caused to the building.

68. It is hereby agreed that the Promoters shall be at liberty to amalgamate and / or combine one or more plots of land adjacent to the said land and get the plan o the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event form and get registered cooperative housing society of all the flats / shops purchasers in the said buildings and the Purchaser herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (purchasers of the adjacent land



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for the purpose of development) the Promoters shall be at liberty and / or entitled to grant a right of way from or through the aid land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Purchaser herein shall not object the said right of the Promoters in any manner.

69. The Purchaser/s hereby declare and confirm that he / she have entered into this agreement, after reading and having understood the contents of all the ~~aid deeds~~ documents, writings and papers and all disclosures made by the Promoters to the Purchaser/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the Municipal Corporation and all other concerned government bodies and authorities and also subject to the Promoters' right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, utilise, consume and exploit the entire balance and additional floor space index available on the said property as entire transferable development rights as may be permissible by law.

70. The Purchaser/s agree and undertake to observe, abide by and comply with all the terms, conditions and stipulations of all exemptions orders, scheme, permission, sanctions, approvals, NOCs etc., that have been granted or sanctioned and which may hereafter be granted or sanctioned or imposed by any authority, statutory or otherwise, including making payment of all amounts, charges, expenses, deposits etc., whether refundable or not.

71. All terms, conditions and covenants of this agreement, including the powers, authorities, permission and covenant given by the Purchaser/s to the Promoters herein shall remain valid, operative, binding, continuous, subsisting, irrevocable and in full force and effect even after the occupation / possession of the said premises is handed over to the Purchaser/s under the possession of the said building is handed over to the said organisation and the deed of conveyance / assignment / lease or any other transfer document is executed.

72. The Promoters shall have full right, absolute authority and shall be entitled to sell, assign, mortgage, charge, encumber or otherwise deal with all or any of their rights, title, benefits and interest in respect of the said property, and / or the said building or any part thereof, including for the purpose of raising finance, monies for the development of the said property or otherwise, subject to the terms of the Purchaser/s under this agreement.



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दस्तावेज क्र. ८६००	२०११
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73. It is expressly agreed that the Promoters shall be entitled to put a hoarding and / or cable network station mobile phone set up or station on the said property or on the building to be constructed on the said property and the said hoardings may be illuminated or comprising of neon sign or such other type or mode as may be designed by the Promoters and for the purpose Promoters is fully authorised to allow temporary or permanent construction or erection in installation either on the exterior or the said building or on the property as the case may be. The Purchaser agrees not to object or dispute ~~the same~~ ^{the same} Necessary covenants, reservations in respect thereof shall be incorporated in the proposed conveyance. Promoters or his nominees shall be exclusively entitled to the income that may be derived by display of such advertisement or installation of cable network or mobile phone station, at any time hereafter. The Purchaser shall not be entitled to any abatement in the price of the said premises or to object to the same for any reason and shall allow the Promoters, his agents, servants etc., to enter into the said property including the terraces and other open spaces in the building for the purpose of putting and / or preserving and / or maintaining and / or removing the advertisements and / or hoardings, neon lights or such installations etc.. The Promoters shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the limited company shall not raise any objection thereto.

74. It is brought to the notice of the Purchaser that there will be adequate of number of underground water tanks as per the norms of the Kalyan Dombivli Municipal Corporation for the entire complex and the said water tanks will have a single water supply connection as per the rules and regulations of the Kalyan Dombivli Municipal Corporation and further from the said single water supply connection there will be different connections to the separate underground water tanks. It is also brought to the notice of the Purchaser that the Promoters will have the sole discretion as regards grant of underground water tank to the building and water supply thereto. It is also brought to the notice of the Purchaser that in no event there will be separate direct water connection from the main municipal connection to the underground water tank and the Purchaser has granted his express and irrevocable authority for the same. THE Promoters shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules, regulations etc. 2011

75. This agreement is executed for the ownership premises arpa 46 which will be acquired in the name of the Purchasers herein and/or their assignee/s and nominee/s as recited hereinabove and accordingly the purchasers have paid the



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requisite stamp duty and registration charges under the provisions of Bombay Stamp Act and Indian Registration Act and the necessary remission/deduction will be availed by the Purchasers herein at the time of executing the final deeds, documents, confirmations, transfer and assignment and/or assurances and incidental writings thereto in their name and / or in the name of their assignee or nominee as the case may be.

76. PROVIDED and ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives or between the Purchasers of other premises in the said building, and the Promoters in respect of the construction of these premises or concerning anything hereto contained or arising out of the premises or as the rights liabilities or the duties of the said parties hereunder the same shall be referred to Arbitrators of two persons one to be appointed by the Purchaser of all other Purchasers together and one by the Promoters. The Arbitrator so appointed shall appoint before entering upon the reference, appoint Chairman. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to such reference.



77. This agreement shall, to the extent they are statutory, always be subject to the provisions contained in the Maharashtra Ownership Flat (Regulation of Promotion, Construction, Sale, Management and Transfer) Act, 1963, (Maharashtra Act No. XV of 1997) and Rules made there under and any other provisions of Law Applicable thereto.

FIRST SCHEDULE
(Entire Property)

All those pieces and parcels of lands lying, being and situate at Village Gandhare, Taluka Kalyan, District Thane, within the limits of the Kalyan Dombivli Municipal Corporation bearing

Survey No.	Hissa No.	Area (sq. metres)
18	1 A	2719
18	1 D	2120
19	--	10070
18	2 A	4300
18	1 C	3540
61	2(P)	9300

subject to the land to be surrendered to the Kalyan Dombivli Municipal Corporation as regards the reservations ~~se~~ ^{of} parcels and roads and together with all easement rights and benefits.

SECOND SCHEDULE
(Property to be conveyed to the society)

Kalyan Dombivli Municipal Corporation	
22	40
2018	2018

All those pieces and parcels of lands lying, being and situate at Village Gandhare, Taluka Kalyan, District Thane, within the limits of the Kalyan Dombivli Municipal Corporation bearing



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Survey No.	Hissa No.	Area (sq. metres)
18	1 A	2550
18	1 D	932
19	--	1347
18	2 A	3174
18	1 C	1694
61	2(P)	2325
Total →		12022

and together with all easement rights and benefits.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals to this writing on the day and year first hereinabove mentioned.

SIGNED & DELIVERED

by the within named **Promoters**
M/s. Vijay Builders and Developers,
 a partnership firm,
 through its partners

Shri Mukesh G. Kimtani

Shri Vilas S. Jain

SIGNED & DELIVERED

by the within named Purchaser/s

SUBRAT KUMAR PATRA Subrat Kumar Patra

ALAKA PATRA Alaka Patra

WITNESS:

1 NITYANANDA N. PANDA Nityananda

2 MR. CHANDAN P. Chandan

RECEIPT

RECEIVED WITH THANKS FROM
 THE WITHIN NAMED PURCHASER
 THE SUM OF Rs. ₹. 27.68 /
 (Rupees Two Lakhs Twenty-Seven
thousand Six hundred Eighty-Eight
 being the part price / consideration in
 respect of sale of the flat hereinabove
 mentioned.

I SAY RECEIVED

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Promoters	2018
30	46

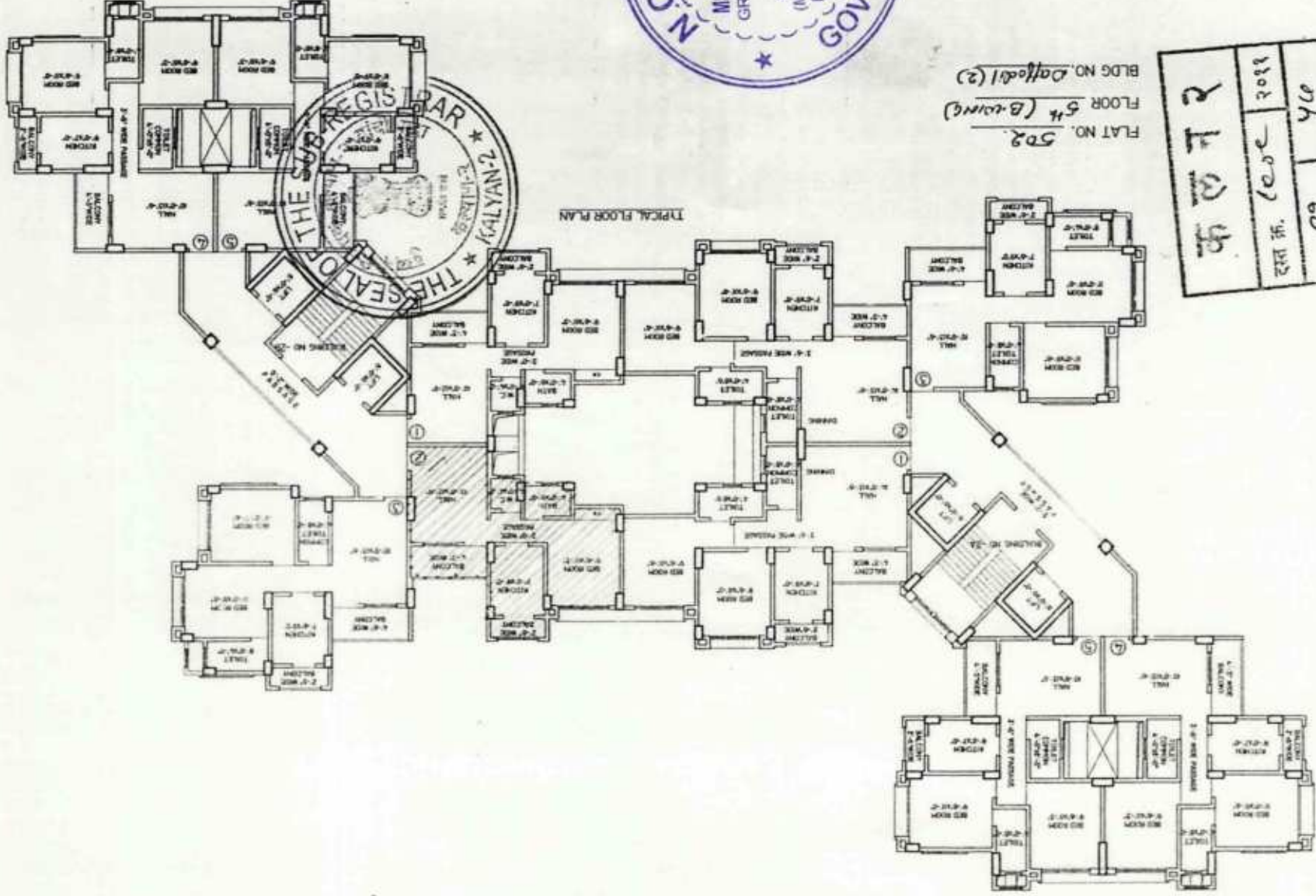


NOTARY
 MS. V. N. NADAR
 GREATER MUMBAI
 &
 NAVI MUMBAI
 MAHARASHTRA
 Regd. No. 8048
 GOVT. OF INDIA



FLAT NO. 502
FLOOR 5th (B-Block)
BLDG NO. Daffodil (2)

502	502
502	502
502	502



LIST OF AMENITIES

BUILDING SPECIFICATION

- Elegant entrance lobby.
- 2 Elevators of reputed make for each building.
- Power backup for elevator, staircase lights, compound lights and water pumps.

APARTMENTS SPECIFICATIONS

DOORS

- Designer entrance door with decorative fittings.
- Internal flush doors with paint finish.

FLOORING

- Vitrified tiles in entire flat.

WALL FINISHING

- OBD paint in entire flat.

WINDOWS

- Marble window sills in entire flat.
- Powder-coated aluminum sliding windows.

KITCHEN

- Granite kitchen platform with S.S. sink.
- Designer tiler in Dado over kitchen platform.

BATHROOMS & TOILETS

- Designer tiles in flooring in dado.
- Concealed plumbing with CP fitting and branded sanitary ware.

ELECTRIFICATION

- Concealed copper wiring with circuit-breakers.
- Telephone and cable T.V. points in living rooms.



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पान नं. ८०८	२०११
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गांव - गोंधार

गां-न.क्र. ७ व १२

तालुका - पठमार्ग

भूमापन क्रमांक	भूमा.क्र.भा. उपविभाग	भू-धारण प्रकार
१८ १३	(२५५)	
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सांगवडा शींग्य क्षेत्र	एकर गुठे हेक्टर आर चौ.गार	प्रती
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एकूण	०-१९-२	
पो.छ. तागवडी शींग्य नसलेली	०-०२-०	
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अर्ग (ब)		
एकूण	०-०२-०	रु. पैस
आकारणां		०-१२
जडी अथवा विशेष आकारणां		
एकूण		

पोपटदारताचे नांव
 प्र.कु. फु. वल्लु खड्गा
 हाजी (२५) (३) (२३) (२२)
 (२८)

कुळाचे नांव - रु. पैस
 रुं

इतर बांधिका (२५) (२०४) (२०९)

(७७०)



गां.न.क्र. १२ (पिकाची नोंदवही)

वर्ष	पिकाछातील क्षेत्र				वर्षीत व पिकास निरपयोगी अथवाजमिनी वा तपशिल	जमीन करणारताचे नांव	शेरा
	हंगाम	मिथपिकाचे एकूण क्षेत्र	पट्टक पिके व प्रत्येक पिकाचे क्षेत्र	निर्मळपिकाचे क्षेत्र			
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असल बरदुकुम छरी नकसल रुब असे.

तारीख १०/०९/०८



तलाठी राजा कल्याण
 तालुका कल्याण, वि. ठाणे

क ल न र
 दसम क्र. १००६ २०११
 ५७ ५०

गांव डोंधारे

गां-न.क्र. ७ व १२

तालुका फारुखाना

भूमा.क्र.ना. उपनिभाग
१८ १४४ (२५५)

भोगवटदारचे मुंब
दत्त सुब्बा दाजी

घाते क्रमांक

शेताचे स्वास्तिक नांव -
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२५

संगवटी एकर मुठ हेक्टर आर योग्य क्षेत्र चौ. मी. वार ओ. सिस्टम प्रति

०-२४-६
०-२४-६

पो. व. संगवटी योग्य नसलेली
वर्ष (अ) ०-०२-५
वर्ष (ब)
एकूण ०-०२-५

आकारणी रु. ६४४
जरी अथवा विशेष आकारणी ५२६६

एकूण

मुळाचे नांव - रु. ६४४

घात अधिकार - ५२ २०९ २०९ ७७०



गां.न.क्र. १२ (विकाशी नोंदवही)

वर्ष	विकाशातील क्षेत्र				पर्वत व विकास निरूपयोगी अशाबसिली चा तपधित	पर्वत करणाराचे नांव	शेत
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७४	७६	७७	७८	७९	८७	८८	८९
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७६	७८	७९	८०	८१	८९	९०	९१
७७	७९	८०	८१	८२	९०	९१	९२
७८	८०	८१	८२	८३	९१	९२	९३
७९	८१	८२	८३	८४	९२	९३	९४
८०	८२	८३	८४	८५	९३	९४	९५
८१	८३	८४	८५	८६	९४	९५	९६
८२	८४	८५	८६	८७	९५	९६	९७
८३	८५	८६	८७	८८	९६	९७	९८
८४	८६	८७	८८	८९	९७	९८	९९
८५	८७	८८	८९	९०	९८	९९	१००

अस्तित्वात करतुंमुनि घरी नकसल रुज असे.

तारीख १०/०९/०८

तलाठी सुभाष कल्याण, वि. ठणे *



क ल न र
दरम क्र. १००८-२०११
१६ ५०

गांव वाघोरी

गां-न.क्र. ७ व १२

तालुका चक्रवर्त

भूमा.क्र.वा. उपविभाग २१ २ भू-धारण प्रकार २१ २८ भोगवटद्वाराचे नांव ६४४ धाते क्रमांक

५० ५ ६४४

शेताचे स्थानिक नांव - ३ दशरथ काना ७ जवाबा कुळाचे नांव - रु. सेते
नोगवडा एकर गुठे हेक्टर आर प्रती काना ६४४ १४४ वंद

वॉकन प्रकाश मोड

इर्षा प्रकाश मोड

इतर अधिकार - ११७० १३६

वपठारी लशीन कमान

मयरा डाबिनीयव ११०६

अख्ये इतिरीपन खज ६६२



गां.न.क्र. १२ (पिकाची नोंदवारी) १०/०१/०८

वर्ष	पिकाबाजालीत क्षेत्र				अयोग्य करणाराचे नांव	क्षेत्र
	विशेषिकांचे एकूण क्षेत्र	पटक पिके व प्रत्येक पिकाचे क्षेत्र	निर्धळपिकाचे क्षेत्र	पर्यंत नू. प्रकृती निरूपयोगी अशाजमिनी वा उपस्थित		
१२	४ हे.आ	५ हे.आ	१० हे.आ	१२ हे.आ	१५	१६
१३	४ हे.आ	५ हे.आ	१० हे.आ	१२ हे.आ		
१४	४ हे.आ	५ हे.आ	१० हे.आ	१२ हे.आ		
१५	४ हे.आ	५ हे.आ	१० हे.आ	१२ हे.आ		
१६	४ हे.आ	५ हे.आ	१० हे.आ	१२ हे.आ		

तारखे १०/०१/०८

अस्तित् बरहुकुम धरो नकतल हज असे.



मसुदा सजा कल्याण तहसील मुळ्याण, जि. ठाणे तालुका कल्याण, जि. ठाणे

क ल न र
एल अ. ६६०९२०११
३६ ५०

गांव ठाशीर

गां-न.क्र. ७ व १२

तालुका करवार

भूमा.क्र.भा. उपविभाग
 भू-धारण प्रकार
 शेताचे स्वातिक नांव -
 नांगवडा एकर मुठे हेक्टर आर चौ.जा.र मी.मिटर प्रती
 योग्य क्षेत्र

१७ ४८ भोगवडाराचे नांव १७८ ११४ ब्राते क्रमांक
अंकुश रामा सुतार
मोतुबाई लड सुतार
देववा, उषा, किशव
लड सुतार सुतार
अ.क्र. २ ले ५ अ.पा.क्र. ११८ २०२ ८८
मोतुबाई ४३२

मुळाचे नांव - रु. पीते
सुं

इतर अधिकार -

पो.ख. नांगवडी योग्य नसतेली
 वर्ग (अ) ०-०९-५
 वर्ग (ब)
 एकूण ०-०९-५ रु. पीस
 १५=०२
 आकारणां एकूण
 जडी अथवा विशेष आकारणी



गां.न.क्र. १२ (पिकाची नोंदवही)

वर्ष	पिकाखालील क्षेत्र				जमीन करणाराचे नांव	शेता
	हंगाम	निव्वडिकांचे एकूण क्षेत्र	घटक पिके व प्रत्येक पिकाचे क्षेत्र	निव्वडिकांचे क्षेत्र		
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१६						



म.वी.सजा कल्याण
 तालुका करवार, जि. ठाणे (MAHARASHTRA)
 Regd. No. 8048

असल बरहुकुम खरी नसकत राव असे. तारीख १०/०९/०८

क ल न र
 पल क्र. ८०८ २०११
 ३८ ५०



G. H. JAGTAP

B.Com.

Searcher

Datta Kripa Niwas Hsg. Society, Chawl No. 1/4, Behind Sonali Bldg.,
Opp. Kala Talao, Thankar Pada, Kalyan (W) - 421 301.

Date :- 13/07/2009

SEARCH REPORT

Re:- Property bearing S.No. 18, H.No. 1 A, Area 2710 Sq.Meters, Owner -
Dattatraya Krishna Dhone & Others, situated at Mouje **GANDHARE**, Taluka
Kalyan, District **Thane**

I have taken the Search in respect of the above mentioned property and I have gone through the available Index-II Registers kept in the Office of Sub-Registrar of KALYAN 1 & 2 for the period of 03 years i.e. 2007 TO 2009.

I could not take the search for the year 2009 the Index-II registers are still not ready and for the same years Registers are not available in the Office of Sub-Registrar Kalyan 1 and 2.

SEARCH REPORT IS AS UNDER :-

YEAR	TRANSACTION	YEAR	TRANSACTION
2007	Transaction	2009	Record Not Ready
2008	NIL		



The Transaction of the above mentioned property of which the details is as under
TRANSACTION FOR THE YEAR 2007:-
Indemnity Bond;

S.No. 18, H.No. 1 A, C, D, 2 A, S.No. 19, S.No. 61, H.No. 2 Pt, Total Area 11968 Sq.Meters,
Vendor :- M/s.Vijay Builders & Developers Through - Vilas Sagarmal Jain & Others,
Purchaser :- Kalyan Dombivalli Municipal Corporation,
Date of Execution 29/03/2007 Date of Registration 31/03/2007, Registration No. 2229,
Stamp Duty Rs. 200/- Registration Fee Rs. 750/-

NOTE :- According to available Computerised Index-II register from the year
2008 in S.R.O. KALYAN - 1 & from the year 2007 To
2009 in S.R.O. KALYAN - 2,

Attached Govt. Fees paid vide Receipt No. 2870365,
Search Application No. 3040/2009, dated 13/07/2009

HENCE THIS SEARCH REPORT;

PLACE :- KALYAN

DATE :- 13/07/2009

G.H. JAGTAP
SEARCHER (B.Com.)

1/4,Datta Kripa Niwas Chawl Soci.,Opp. Kala
Talao, Near Sonali Bldg. , Thankar Pada,
Kalyan (W) - 421 301. Tel :- (0251)2311731.



क ल फ र	
१७	५०
२००९	२०११



G. H. JAGTAP

B.Com.

Searcher

Datta Kripa Niwas Hsg. Society, Chawl No. 1/4, Behind Sonali Bldg.,
Opp. Kala Talao, Thankar Pada, Kalyan (W) - 421 301.

Date :- 13/07/2009

SEARCH REPORT

Re:- Property bearing S.No. 18, H.No. 1 C, Area 3540 Sq.Meters, Owner -
Dashrath Kanha Salpi & Others, situated at Mouje **GANDHARE**, Taluka
Kalyan, District **Thane**

I have taken the Search in respect of the above mentioned property and I have gone through the available Index-II Registers kept in the Office of Sub-Registrar of KALYAN 1 & 2 for the period of 03 years i.e. 2007 TO 2009.

I could not take the search for the year 2009 the Index-II register are still not ready and for the same years Registers are not available in the Office of Sub-Registrar.

SEARCH REPORT IS AS UNDER :-



YEAR	TRANSACTION	YEAR	TRANSACTION
2007	Transaction	2009	Record Not Ready
2008	NIL		

The Transaction of the above mentioned property of which the details is as under
TRANSACTION FOR THE YEAR 2007 :-

1) Indemnity Bond;

S.No. 18, H.No. 1 A, C, D, 2 A, S.No. 19, S.No. 61, H.No. 2 Pt, Total Area 11968 Sq.Meters,
Vendor :- M/s.Vijay Builders & Developers Through - Vilas Sagarmal Jain & Others,
Purchaser :- Kalyan Dombivli Municipal Corporation,
Date of Execution 29/03/2007 Date of Registration 31/03/2007, Registration No. 2229,
Stamp Duty Rs. 200/- Registration Fee Rs. 750/-

(Seen from SRO KLN - 2 Index II register)

2) Release Deed;

S.No. 7/Pt, Area 0 H - 23 R - 5 P.
S.No. 8/1/1, Area 0 H - 44 R - 9 P,
S.No. 8/1/4, Area 0 H - 12 R - 4 P,
S.No. 8/1/6, Area 0 H - 13 R - 1 P,
S.No. 18/1 C, Area 0 H - 35 R - 4 P,
S.No. 61/2, Area 0 H - 93 R - 0 P,
S.No. 26/1/3, Area 1 H - 09 R - 0 P,
Releasor :- 1) Janabal Soma Jadhav, 2) Ratan Soma Jadhav, 3) Sanjay Soma Jadhav,
Releasee :- Dashrath Kanha Salpi,

Date of Execution & Registration 16/06/2007, Registration No. 4629,
Stamp Duty Rs. 200/- Registration Fee Rs. 100/-

NOTE :- According to available Computerised Index-II register from the year
2008 in S.R.O. KALYAN - 1 & from the year 2007 To
2009 in S.R.O. KALYAN - 2,

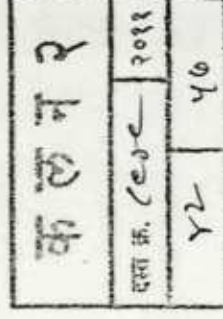
Attached Govt. Fees paid vide Receipt No. 2870365,

Search Application No. 3040/2009, dated 13/07/2009

HENCE THIS SEARCH REPORT;

PLACE :- KALYAN

DATE :- 13/07/2009



G.H.JAGTAP
SEARCHER (B.Com.)

1/4, Datta Kripa Niwas Chawl Soci., Opp. Kala
Talao, Near Sonali Bldg., Thankar Pada,
Kalyan (W)- 421 301. Tel :- (0251)2311731.



॥ Shree ॥

© Mobile : 982042946.
(Resl) : 2311731



G. H. JAGTAP B.Com. Searcher

Datta Kripa Niwas Hsg. Society, Chawl No. 1/4, Behind Sonali Bldg.,
Opp. Kala Talao, Thankar Pada, Kalyan (W) - 421 301.

Date :- 13/07/2009

SEARCH REPORT

Re:- Property bearing S.No. 18, H.No. 1 D, Area 2120 Sq.Meters, Owner -
Dattatraya Krishna Dhone & Others, situated at Mouje **GANDHARE**, Taluka
Kalyan, District **Thane**

I have taken the Search in respect of the above mentioned property and I have gone through the available Index-II Registers kept in the Office of Sub-Registrar of Kalyan & 2 for the period of 03 years i.e. 2007 TO 2009.

I could not take the search for the year 2009 the Index-II registers are still not ready for the same years Registers are not available in the Office of Sub-Registrar Kalyan 1.

SEARCH REPORT IS AS UNDER :-

YEAR	TRANSACTION	YEAR	TRANSACTION
2007	Transaction	2009	Record Not Ready
2008	NIL		

The Transaction of the above mentioned property of which the details is as under

TRANSACTION FOR THE YEAR 2007 :-

Indemnity Bond;

S.No. 18, H.No. 1 A, C, D, 2 A, S.No. 19, S.No. 61, H.No. 2 Pt, Total Area 11968 Sq.Meters.
Vendor :- M/s.Vijay Builders & Developers Through - Vilas Sagarmal Jain & Others,
Purchaser :- Kalyan Dombivali Municipal Corporation,
Date of Execution 29/03/2007 Date of Registration 31/03/2007, Registration No. 2229,
Stamp Duty Rs. 200/- Registration Fee Rs. 750/-

NOTE :- According to available Computerised Index-II register from the year
2008 in S.R.O. KALYAN - 1 & from the year 2007 To
2009 in S.R.O. KALYAN - 2,

Attached Govt. Fees paid vide Receipt No. 2870365,

Search Application No. 3040/2009, dated 13/07/2009

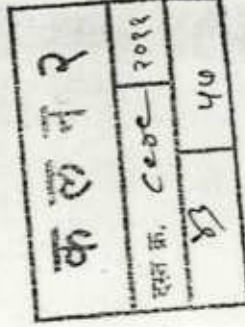
HENCE THIS SEARCH REPORT;

PLACE :- KALYAN

DATE :- 13/07/2009

G.H. JAGTAP
SEARCHER (B.Com.)

1/4,Datta Kripa Niwas Chawl Soci.,Opp. Kala
Talao, Near Sonali Bldg., Thankar Pada,
Kalyan (W)-421 301. Tel:- (0251)2311731.





G. H. JAGTAP

B.Com.

Searcher

Datta Kripa Niwas Hsg. Society, Chawl No. 1/4, Behind Sonali Bldg.,
Opp. Kala Talao, Thankar Pada, Kalyan (W) - 421 301.

Date :- 13/07/2009

SEARCH REPORT

Rei:- Property bearing S.No. 18, H.No. 2 A, Area 4300 Sq.Meters, Owner - Anibal Sitararam Patil & Others, situated at Mouje **GANDHARE**, Taluka **Kalyan**, District **Thane**

I have taken the Search in respect of the above mentioned property and I have checked through the available Index-II Registers kept in the Office of Sub-Registrar of KALYAN & 2 for the period of 03 years i.e. 2007 TO 2009.

I could not take the search for the year 2009 the Index-II register of Sub-Registrar Kalyan 1. for the same years Registers are not available in the Office of Sub-Registrar Kalyan 1.

SEARCH REPORT IS AS UNDER :-

YEAR	TRANSACTION	YEAR	TRANSACTION
2007	Transaction	2009	Record Not Ready
2008	NIL		

The Transaction of the above mentioned property of which the details is as under
TRANSACTION FOR THE YEAR 2007 :-
Indemnity Bond;

S.No. 18, H.No. 1 A, C, D, 2 A, S.No. 19, S.No. 61, H.No. 2 Pt, Total Area 11968 Sq.Meters,
Vendor :- M/s.Vijay Builders & Developers Through - Vilas Sagarmal Jain & Others,
Purchaser :- Kalyan Dombivalli Municipal Corporation,
Date of Execution 29/03/2007 Date of Registration 31/03/2007, Registration No. 2229,
Stamp Duty Rs. 200/- Registration Fee Rs. 750/-

NOTE :- According to available Computerised Index-II register from the year
2008 in S.R.O. KALYAN - 1 & from the year 2007 To
2009 in S.R.O. KALYAN - 2,

Attached Govt. Fees paid vide Receipt No. 2870365,
Search Application No. 3040/2009, dated 13/07/2009

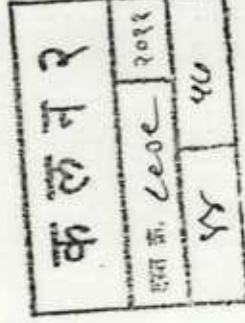
HENCE THIS SEARCH REPORT;

PLACE :- KALYAN
DATE :- 13/07/2009

G.H.JAGTAP

G.H.JAGTAP
SEARCHER (B.Com.)

1/4, Datta Kripa Niwas Chawl Soci. Opp. Kala Talav, Near Sonali Bldg., Thankar Pada, Kalyan (W) - 421 301. Tel:- (0251)2311731.





☎ Mobile : 9820429462
(Resi) : 2311731

G. H. JAGTAP

B.Com.

Searcher

Datta Kripa Niwas Hsg. Society, Chawl No. 1/4, Behind Sonali Bldg.,
Opp. Kala Talao, Thankar Pada, Kalyan (W) - 421 301.

Date :- 13/07/2009

SEARCH REPORT

Re:- Property bearing S.No. 19, H.No. -, Area 10070 Sq.Meters, Owner - Motibai Lahu Sutar & Others, situated at Mouje **GANDHARE**, Taluka **Kalyan**, District **Thane**

I have taken the Search in respect of the above mentioned property and I have gone through the available Index-II Registers kept in the Office of Sub-Registrar of KALYAN 1 & 2 for the period of 03 years i.e. 2007 TO 2009. I could not take the search for the year 2009 in the Index-II register as the said register for the same years Registers are not available in the Office of Sub-Registrar of KALYAN 1 & 2. **SEARCH REPORT IS AS UNDER :-**

YEAR	TRANSACTION	YEAR	TRANSACTION
2007	Transaction	2009	Record Not Ready
2008	NIL		

The Transaction of the above mentioned property of which the details is as under
TRANSACTION FOR THE YEAR 2007 :-
1) Development Agreement Rs. 39,85,130/- Market Value Rs. 1,40,84,000/- **KALYAN-2**
S.No. 19/-, Area 10070 Sq.Meters,
Vendor :- 1) Motibai J.Sutar, Ankush Sutar, Anjana Sutar, Hanuman Sutar, Kiran Sutar, Usha Patil, Rekha Patil Through their Power of Attorney Holder - M/s. Arvind Securities Pvt.Ltd. Co. Through its Power of Attorney Holder - Vikram Chinubhai Shah, 2) Chandrakant Shivram Aher, 3) Sagarmal Jain, 4) M/s. Arvind Securities Pvt.Ltd. Co. Through its Power of Attorney Holder - Vikram Chinubhai Shah,
Purchaser/Developers :- M/s.Vijay Builders & Developers Through its Partner - Vilas Sagarmal Jain,

Date of Execution 28/03/2007 Date of Registration 30/03/2007, Registration No. 2139,
Stamp Duty Rs. 1,40,840/- Registration Fee Rs. 30,000/-

2) Power of Attorney;

S.No. 19/-, Area 10070 Sq.Meters,
Vendor :- 1) Motibai J.Sutar, Ankush Sutar, Anjana Sutar, Hanuman Sutar, Kiran Sutar, Usha Patil, Rekha Patil Through their Power of Attorney Holder - M/s. Arvind Securities Pvt.Ltd. Co. Through its Power of Attorney Holder - Vikram Chinubhai Shah, 2) Chandrakant Shivram Aher, 3) Sagarmal Jain, 4) M/s. Arvind Securities Pvt.Ltd. Co. Through its Power of Attorney Holder - Vikram Chinubhai Shah,
Power of Attorney Holder :- M/s.Vijay Builders & Developers Through its Partner - Vilas Sagarmal Jain,

Date of Execution & Registration 30/03/2007, Registration No. 2140,
Stamp Duty Rs. 100/- Registration Fee Rs. 100/-

3) Indemnity Bond;

S.No. 18, H.No. 1 A, C, D, 2 A, S.No. 19, S.No. 61, H.No. 2 Pt, Total Area 11968 Sq.Meters,
Vendor :- M/s.Vijay Builders & Developers Through - Vilas Sagarmal Jain & Others,
Purchaser :- Kalyan Dombivli Municipal Corporation,
Date of Execution 29/03/2007 Date of Registration 31/03/2007, Registration No. 2229,
Stamp Duty Rs. 200/- Registration Fee Rs. 750/-

NOTE :- According to available Computerised Index-II register from the year 2008 in S.R.O. KALYAN - 1 & from the year 2007 To 2009 in S.R.O. KALYAN - 2,

Attached Govt. Fees paid vide Receipt No. 2870366,
Search Application No. 3041/2009, dated 13/07/2009
HENCE THIS SEARCH REPORT;

PLACE :- KALYAN
DATE :- 13/07/2009

[Signature]

G.H.JAGTAP
SEARCHER (B.Com.)

1/4 Datta Kripa Niwas Chawl Soci., Opp. Kala Talav, Near Sonali Bldg., Thankar Pada, Kalyan (W)-421 301. Tel :- (0251)2311731.



क ल न र	
दस्तावेज क्र. ६६४८	२०११
४	४०



Mobile : 9820429462
(Resl) : 2311731

G. H. JAGTAP

B.Com.
Searcher

Datta Kripa Niwas Hsg. Society, Chawl No. 1/4, Behind Sonali Bldg.,
Opp. Kala Talao, Thankar Pada, Kalyan (W) - 421 301.

Date :- 13/07/2009

SEARCH REPORT

Re:- Property bearing S.No. **61**, H.No. **2**, Area 9300 Sq.Meters, Owner -
Dashrath Kanha Salpi & Others, situated at Mouje **GANDHARE**, Taluka
Kalyan, District **Thane**

I have taken the Search in respect of the above mentioned property and I have gone through the available Index-II Registers kept in the Office of Sub-Registrar of Kalyan 1 & 2 for the period of 03 years i.e. 2007 TO 2009.

I could not take the search for the year 2009 the Index-II registers are still not ready and for the same years Registers are not available in the Office of Sub-Registrar Kalyan 1.

SEARCH REPORT IS AS UNDER :-



YEAR	TRANSACTION	YEAR	TRANSACTION
2007	Transaction	2009	Record Not Ready
2008	NIL		

The Transaction of the above mentioned property of which the details is as under
TRANSACTION FOR THE YEAR 2007 :-

1) Indemnity Bond;

S.No. 18, H.No. 1 A, C, D, 2 A, S.No. 19, S.No. **61**, H.No. **2 Pt**, Total Area 11968 Sq.Meters,
Vendor :- M/s.Vijay Builders & Developers Through - Vilas Sagarmal Jain & Others,
Purchaser :- Kalyan Dombivli Municipal Corporation,
Date of Execution 29/03/2007 Date of Registration 31/03/2007, Registration No. 2229,
Stamp Duty Rs. 200/- Registration Fee Rs. 750/-

(Seen from SRO KLN - 2 Index II register)

2) Release Deed;

S.No. 7/Pt, Area 0 H - 22 R - 5 P,

S.No. 8/1/1, Area 0 H - 44 R - 9 P,

S.No. 8/1/4, Area 0 H - 12 R - 4 P,

S.No. 8/1/6, Area 0 H - 13 R - 1 P,

S.No. 18/1 C, Area 0 H - 35 R - 4 P,

S.No. **61/2**, Area 0 H - 93 R - 0 P,

S.No. 26/1/3, Area 1 H - 09 R - 0 P,

Releasor :- 1) Janabai Soma Jadhav, 2) Ratan Soma Jadhav, 3) Sanjay Soma Jadhav,

Releasees :- Dashrath Kanha Salpi,

Date of Execution & Registration 16/06/2007, Registration No. 4629,

Stamp Duty Rs. 200/- Registration Fee Rs. 100/-

NOTE :- According to available Computerised Index-II register from the year
2008 in S.R.O. KALYAN - 1 & from the year 2007 To
2009 in S.R.O. KALYAN - 2,

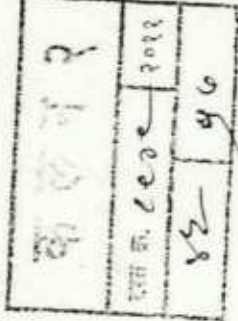
Attached Govt. Fees paid vide Receipt No. 2870357,

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याचने :-

- श्री दत्त कृष्णा ढोण, श्रीमती शर्मोबाई विष्णु म्हात्रे व इतर ३, श्री दशरथ काना सलपी व इतर ३, श्री अंकुश रामा सुतार व इतर ५, यांचे कु.मू. श्री विलास सागरमल जैन व श्री चंद्रकांत शिवायाम अहंर रा. वसंत व्हॅली, सोनम पॅलेस, भाजी नॉकॅट, संतोषी माता रस्ता, कल्याण (प), जि. ठाणे यांचा दि. २६/३/२००७ रोजीचा अर्ज.
- तहसिलदार कल्याण यांचेकडील चौकशी अहवाल क्र. जमिनबाब/टे.२/कावि-४८३ एसआर-३२/०७, दि. १५/३/२००७, व स्थळपहाणी अहवाल क्र. जमिनबाब/टे.२/कावि-४८३/एसआर-३२/०७ दि. १५/३/२००७

३. कल्याण महानगर पालिका यांचेकडील बांधकाम परवानगी जा.क्र. का.प्र.सवि/वसि/कावि/८०८-३२६ दि. २२/३/२००७



- क्र. युएलसी/युएलएन/६(१)/एसआर-४८/गंधारे दि. १९/२/८६
 - क्र. युएलसी/युएलएन/६(१)/एसआर-२१/गंधारे दि. १७/१०/९५
 - क्र. युएलसी/युएलएन/६(१)/एसआर-१४/गंधारे दि. २९/५/८५
 - क्र. युएलसी/युएलएन/६(१)/एसआर-४६/गंधारे दि. २९/१२/०३
 - क्र. युएलसी/युएलएन/सेक्शन(२०)(एन)/एसआर-५२४ दि. ९/६/२००५
 - क्र. युएलसी/युएलएन/सेक्शन (२०)(एन)/एसआर-४७० दि. ६/१२/२००३
 - क्र. युएलसी/युएलएन/सेक्शन(२०)(एन)/एसआर-४८० दि. ४/३/२००४
५. सामान्यशाखा (भूसंपादन विभाग) यांचेकडील पत्र क्र. सामान्य/का-४/टे-३/भूसं/कावि-१३७ दिनांक १५/३/२००७
६. दैनिक 'महाराष्ट्र जनमुद्रा' या वृत्तपत्रामध्ये दि. २८/२/२००७ रोजी प्रसिद्ध केलेला जाहिरनामा.
- ७ अर्जदार यांनी सादर केलेले दिनांक ९/३/२००७ रोजीचे हमीपत्र.

आदेश :-

ज्या अर्थी श्री दत्त कृष्णा ढोणे, श्रीमती शर्मोबाई विष्णु म्हात्रे व इतर ३, श्री दशरथ काना सलपी व इतर ३, श्री अंकुश रामा सुतार व इतर ५, यांचे कु.मू. श्री विलास सागरमल जैन व श्री चंद्रकांत शिवायाम अहंर रा. वसंत व्हॅली, सोनम पॅलेस, भाजी नॉकॅट, संतोषी माता रस्ता, कल्याण (प), जि. ठाणे यांनी ठाणे जिल्ह्यातील कल्याण तालुक्यातील मौजे- बाराचे येथील स.नं. १८/१अ, १८/२अ, १८/१क, १८/१ड, १९, ६१/२ क्षेत्र ७/१२ प्रमाणे ३२०४०-०० चौ.मी. पैकी ११६१३.०० चौ.मी. जाग्या रद्दबाबत या विमर्शोत्तकी प्रयोजनाथं वापर करण्याची परवानगी मिळण्याबाबत अर्ज केलेला आहे.

आणि ज्या अर्थी अर्जदार यांनी दि. २८/२/२००७ रोजी दैनिक 'महाराष्ट्र जनमुद्रा' या वृत्तपत्रांत जाहिरात दिलेली होती व त्यावर मुदतीत कोणतीही हरकत/तक्रार यांच्याकडे प्राप्त झालेली नाही.

त्या अर्थी आता महाराष्ट्र जमीन महसूल अधिनियम १९६६ च्या अन्वये अर्जदार यांनी जिल्हाधिकारी ठाणे यांच्याकडे निहित करण्यात आलेल्या अधिकाऱ्यांचा वापर याद्वारे १) दत्त कृष्णा ढोणे, २) शर्मोबाई विष्णु म्हात्रे, ३) भिमबाई सिताराम पाटील, ४) डाक्रीबाई गणपत वारचड, ५) दशरथ काना सलपी ६) जनाबाई कान्हा सलपी ६) संकेत प्रकाश भोई, ७) हर्षदा प्रकाश भोई ८) अंकुश रामा सुतार, ९) मांतुबाई लहु सुतार, १०) सुनिता किशोर सुतार, ११) अक्षता किशोर सुतार ११) रेखा लहु सुतार, १२) उषा लहु सुतार, १३) किरण लहु सुतार यांना मीजे- बाराचे येथील स. नं. १८/१अ, १८/२अ, १८/१क, १८/१ड, १९, ६१/२ क्षेत्र ७/१२ प्रमाणे ३२०४०-०० चौ.मी. (साद्य क्षेत्र २५३१०.०० चौ.मी.) पैकी १०२१८.०० चौ.मी. मधील १००६४.७३ चौ.मी. रद्दबाबत या विमर्शोत्तकी प्रयोजनाथं वापर करण्या बाबत पुढील शर्तीवर अनुज्ञा देण्यात येते.



आकारणी) नियम १९६९ मधील नियम ६ अन्वये त्याच्यावर कार्यवाही करण्यास असा अनुज्ञाप्राही पात्र झरेल.

११. सदर आदेशाच्या दिनांका पासून सदर अनुज्ञाप्राहीने त्या जमिनीच्या संबंधात दर चौ.मी. मागे ०-०६-० पैसे दराने विंगर शेतकी आकारणी दिली आहे. किंवा परवानगीच्या तारखेच्या पूर्वल्हकी प्रभावाने अथवा त्यानंतर अंमलात येणारे विनशेती दराने विनशेती आकार देणे बंधनकारक राहिल. अशा जमिनीच्या वापरात कोणत्याही प्रकारचा बदल करण्यात आला तर त्या प्रसंगी निराळ्या दराने विंगर शेतकी आकारणीच्या हमीची मुदत अजून समाप्त व्हावयाची आहे ही गोष्ट विचारांत घेण्यांत येणार नाही.

१२. सदर जागेची अती तातडीची मोजणी फी रक्कम रु. १८०००/- (अक्षरी रु. आठरा हजार मात्र) चलत क्र. १०२/२००७ दि. २८/३/२००७ अन्वये शासन जमा केली आहे.

१३. भुमिपन विभागाकडून जमिनीची मोजणी करण्यांत आल्या नंतर अशा जमिनीचे जितके क्षेत्रफळ साडळून येईल तितक्या क्षेत्रफळानुसार या आदेशात आणि सनदीमध्ये कोणते क्षेत्र तसेच विंगरशेतकी आकारणी यांत बदल करण्यांत येईल.

१४. सदर जमिनीच्या विंगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून दोन वर्षांच्या विंगरशेतकी अनुज्ञाप्रीने अशा जमिनीवर आवश्यक ती इमारत बांधली जाई. अन्यथा सदर अनुज्ञाप्रीने समजण्यांत येईल. व अनुज्ञाप्राही यांना अकृषिक परवानगीसाठी घ्यावे अर्ज सादर करावा लागेल. पुर्याच मंजूर केलेल्या नकाशावरहूकम अगोदरच बांधलेल्या इमारतीत अनुज्ञाप्रीने कोणत्याही भर घालता कामा नये किंवा ती मध्ये कोणताही फेरबदल करणे किंवा नये. अशा भर घालण्यासाठी किंवा फेरबदल करण्यासाठी जिल्हाधिका-यांची परवानगी घ्यावी आणि अशा भरीचे किंवा फेरबदलाचे नकाशे मंजूर करून घेतले असतील तर ती गोष्ट वेगळी.

१६. अनुज्ञाप्राही व्यक्तीने आज्ञाज्ञाच्या परिभरांत अस्पष्टता व घाण निर्माण होणार नाही अशा रीतीने आपल्या स्वतःच्या खर्चाने आपली पाणीपुरवठ्याची व सांडपाण्याचा निचरा करण्याची व्यवस्था केली पाहिजे.

१७. जमिनीच्या विंगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून एक महिन्याच्या कालावधीत अनुज्ञाप्राही व्यक्तीने महाराष्ट्र जमीन महसूल (जमिनीच्या वापरात बदल व विंगरशेतकी आकारणी) नियम १९६९ यातील अनुसूची पाच मध्ये दिलेल्या नमुन्यात एक सनद करून देऊन तीत या आदेशातील सर्व शर्ती समाविष्ट करणे त्यास बंधनकारक असेल.

१८अ. या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीपैकी कोणत्याही शर्तीचे अनुज्ञाप्राही व्यक्तीने उल्लंघन केल्यास उक्त अर्धन्याय्याच्या उपबंधान्वये असा अनुज्ञाप्राही ज्या कोणत्याही शास्तीस पात्र ठरेल त्या शास्तीस बाधा न येऊ देता ताण्याच्या जिल्हाधिका-यास तो निर्दिष्ट केलेल असा वंड 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 करण्यांत आला असेल तर विनिर्दिष्ट मुदतीच्या आंत अशा रीतीने उभारलेली इमारत काढून टाकण्या विषयी किंवा तीत फेरबदल करण्याविषयी ताण्याच्या जिल्हाधिका-याने निर्देश देणे किंवा संमत असेल. तसेच ताण्याच्या जिल्हाधिका-याला अशी इमारत किंवा बांधकाम काढून टाकण्याचे किंवा तीत फेरबदल करण्याचे काम करणे देण्याचे किंवा ताण्याच्या जिल्हाधिका-याने निर्देश देणे किंवा संमत असेल. तसेच ताण्याच्या जिल्हाधिका-याला अशी इमारत प्रीत्यर्थ आलेला खर्च अनुज्ञाप्राही व्यक्तीकडून जमीन महसुलाची थकवाही म्हणून घेऊन घेऊन देण्याचा अधिकार असेल.

१९. दिलेली ही परवानगी मुंबई शुद्धवाहिवाट व एशेतजमीन अधिनियम १९६८, महाराष्ट्र ग्रामपंचायत अधिनियम आणि नगरपालिका अधिनियम ३. सारख्या त्या वेळी अंमलात असलेल्या इतर कोणत्याही कायद्याचे कोणतेही उपबंध प्रकरणाच्या अन्य संबंधीत बाबींच्या बाबतीत लागू होतील. त्या उपबंधाच्या अधिन असेल.



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२०. अनुजागाही यांनी विंगरशेतकी आकारणीच्या पाचपट रक्कम रु. ३६९८/- (अक्षरी रु. तीन हजार सहाशे अठराशेच मात्र) ल्यांतरीत कर (कन्स्ट्रक्शन टॅक्स) म्हणून तलाठी सजा कल्याण यांचे कडील पायती क्र. १०२७७०० दिनांक २८/३/२००७ अन्वये सरकार जमा केली आहे.
२१. अनुजागाही यांनी कल्याण-डोंबिवली महानगरपालिका यांचे कडील मंजूर नकाशावर हकुमच बांधकाम केलं पाहिजे.
२२. अनुजागाही यांनी कल्याण-डोंबिवली महानगरपालिके कडील बांधकाम नकाशा व्यतिरिक्त जादा बांधकाम केल्यास अगर बांधकामा मध्ये बदल करून जादा चटईक्षेत्र निर्देशांक वापरल्यास अनुजागाही हे महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ चे कलम ५२ अन्वये फौजदारी स्वरूपाचा गुन्हा दाखल करण्यास पात्र रहातील व असे जादा बांधकाम दूर करण्यास पात्र राहिल.
२३. कल्याण डोंबिवली महानगरपालिकेन उपाद्यातील अ.क्र. ३ च्या आदेशान्वये अंतरीम मंजूरी दिलेली असून तदनंतर अंतिम मंजूरी प्रमाणपत्र मिळणार आहे तथापी अंतरीम मंजूरी प्रमाणपत्र व नंतर प्राप्त होणाऱ्या अंतिम प्रमाणपत्रामध्ये कोणत्याही स्वरूपात बदल झाल्यास त्यानुसार सुधारीत अर्काधिक परवानगी घेणे अर्जादारावर बंधनकारक राहिल
२४. प्रस्तुतच्या जमिनीच्या मालकी हक्कासंदर्भात भविष्यात कोणत्याही प्रकारचा वाद उद्भवल्यास त्याची सर्वस्वी जबाबदारी अनुजागाही यांची राहिल
२५. अर्जादार यांनी सादर केलेली कागदपत्रे खोटी अथवा बनावट असल्याचे आढळून आल्यास सदरची विनशेती परवानगी आपोआप रद्द झालेचे समजाविले जाईल

प्रति,

श्री दत्त कृष्णा ढोंगे,

श्रीमती शमोबाई विष्णू म्हात्रे व इतर ३

श्री दशरथ काना सल्पी व इतर ३

श्री अंकुश रामा सुतार व इतर ५

रा. गंधार ता कल्याण, जि. ठाणे.



निर्गमित केले

Sw. C.

जिल्हाधिकारी कार्यालयात

क ल न र	
रुता क्र. ८००८	२०११
५०	५५

(Customer's Copy)

The Nav Jeevan Co-op. Bank Ltd.

H. O. Bhawan Saw Mills Compound, Ulhasnagar - 421 003.

Visit us at : www.navjeevanbank.com

An ISO 9001 : 2000 Certified Bank

Tel. No.: 2560396, 2566435

Date : 21/12/09	Sr. No. 28431
Franking Value	Rs. 100/-
Service Charges	Rs. 10/-
Total Amount	Rs. 110/-
Rupees (in words) one hundred	
Rupees only	
No. of Documents:	one
Name of stamp duty paying party: Shankar P. Malan	
Name of Counter Party	Vijay Builders
Purpose of Transaction	P.O.A
Cheque / DD No.	
Drawn on Bank	
Branch	

Declaration
 We hereby apply for the stamping of the above documents & declare that the information furnished by me is true & correct. We accept the responsibility of the correctness of the information furnished by us. We are liable for the stamp duty charge of Rs. 100/- per document. We are liable for the stamp duty charge of Rs. 10/- per document. We are liable for the stamp duty charge of Rs. 10/- per document.

21 DEC 2009	Signature of Purchaser
Rs. (For Bank's Use Only)	
Franking Sr. No.	
Cashier / Officer	Authorized Signatory



For The Nav Jeevan Co-op. Bank Ltd.

Authorized Signatory



THE NAV JEEVAN CO-OP. BANK LTD.
 BHAWANI SAW MILLS COMPOUND
 1ST FLOOR, NEAR NEW ERA HIGH SCHOOL
 ULHASNAGAR - 421 003

D-5/STP/VIC.R.107/11/07/2009-700/2007

|| OM ||

"GENERAL POWER OF ATTORNEY"

TO ALL TO WHOM THESE PRESENTS SHALL COME, WE Shri M. Kimtani, adult, aged about 50 years and Shri Vilas S. Jain, adult, aged about 29 years, a Partnership firm M/s. Vijay Builders and Developers, having its Office at Ground floor, Kala Palace, Madhuban Hotel Road, Ulhasnagar-1, Dist. Thane, SEND GREETINGS:

WHEREAS We are Partners M/s. Vijay Builders and Developers and on business of Developers, Builders and Contractors in the Vicinity of Kalamandir, Dist. Thane.



100	100	2009
50	40	

भारत 88281 SPECIAL ADHESIVE 177769 महाराष्ट्र DEC 21 2009

10:43 R. 1000100/- PB6506

Shankar P. Malan
Vijay Builders

2

AND WHEREAS that We are developing the property by constructing multi storied building of flats premises under in the Partnership Firm named as M/s. Vijay Builders and Developers, at S. No.18, H.No.1A, 1D, 1C, S.No.19, S.No.61, H.No.2(P), S.No.18, H.No.2A, Village Gandhare, Tal. Kalyan in the name and style of "VASANT PARK. That registered agreements and other documents are required to be executed and registered in favour of the prospective purchasers.

AND WHEREAS that We are able to execute agreement for sale in favour of prospective purchaser but due to my pre-occupation we are unable to attend the concerned Sub-Registrar of assurances and admit the execution thereof.

AND WHEREAS in order to admit execution of agreement for sale executed by us in favour of the prospective purchaser we have proposed to appoint Mr. Shanker Pahlajirai Malani, as my express and authorized attorney or agent on our behalf and our firms behalf and to do the following acts as mentioned herein below and which they have agreed to do.

NOW KNOW YOU ALL AND THESE PRESENT WITNESSES, that we Shri Mukesh G. Kimtani, adult, aged about 50 years and Shri Vilas S. Patil, Partnership Firm named as M/s. Vijay Builders and Developers hereby appoint Mr. Shanker Pahlajirai Malani, Hindu, adult, aged about 31 years residing at Flat No.302, Mata Kutir Apartment, Ulhasanagar-3, Dist. Thane, to be true and lawful attorney or agent with full authority or power to do and execute the following acts deed and things in our name and on our behalf and for us viz.

- 1) To lodge the agreement for sale and other document if any executed by us in favour of the prospective purchaser and requiring registration in the office of the Sub-Registrar concerned and admit execution thereof on our behalf.
- 2) To take token number from the concern Sub-Registrar.
- 3) To receive original document from the Sub-Registrar.
- 4) And generally, to do all act and things incidental to the powers herein before and other acts and things necessary.
- 5) And we agree to ratify all lawful acts, things done and executed by the said attorney pursuant to the Powers.



of assurances	२०११
Sub-Registrar	२०११
Sub-Registrar	१५

Shri Shanker Pahlajirai Malani
Shri Mukesh G. Kimtani

IN WITNESSES WHEREOF we have set & subscribed by respective hands on this ^{General} ~~Special~~ Power of Attorney on this 21st day of December 2009 at Kalyan.

M/s. Vijay Builders and Developers
Through its Partners



Shri Mukesh G. Kimtani



Shri Vilas S. Jain



"EXECUTANTS"

Mr. Shanker Pahlajrai Malani



"ATTORNEY-HOLDER"

Witness:

1)

2)



क ल ज र
कल ज र
५९
५०



17/08/2011

दुयम निबंधकः

दस्त गोषवारा भाग-1

कलन2

दस्त क्र 8909/2011

1:48:49 pm कल्याण 2

दस्त क्रमांक : 8909/2011

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अगठ्याचा ठसा

1 नावा: सुबोध कुमार पांडे

पत्ता: घर/प्लॉट नं.

गल्ली/रस्ता: न्यू विलक नगर वरुड

ईमार्लीचे नाव:

ईमार्ल नं.

पेट/पत्ताहस्त:

शहर/गाव:

लातुका:

दिन:

दिन नंबर: ANBPP 6402 B



70037-241839



Subodh Kumar Pandey

2 नावा: अलका पांडे

पत्ता: घर/प्लॉट नं.

गल्ली/रस्ता: वरुड

ईमार्लीचे नाव:

ईमार्ल नं.

पेट/पत्ताहस्त:

शहर/गाव:

लातुका:

दिन:

1 नंबर: BOVPP 7071 J

या नं. दिवस विलंबी अॅन्ड अॅकलपरी लॉ. भागीदार

मुफेद जी विल्याबली व विलार एच जेम लॉ क्र:मु

शहर वी मालाणी AAFVJ0089H . . .

पत्ता: घर/प्लॉट नं.

गल्ली/रस्ता:

ईमार्लीचे नाव:

ईमार्ल नं.



Alaka Pandey



विलून देणार

वय 33

सही

Subodh Kumar Pandey





40/40

दस्त क्र. [कलन२-8909-2011] चा गोपवारा
बाजार मूल्य : 1613503 सोबदला 2276880 भरलेले मुद्रांक शुल्क : 96460

पावती क्र.: 8975 दिनांक: 17/08/2011
पावतीचे वर्णन
नाव: सुब्रत कुमार पात्र - -

दस्त हजर केल्याचा दिनांक : 17/08/2011 01:44 PM
निष्पादनाचा दिनांक : 17/08/2011
दस्त हजर करणा-याची सही : *Subrat Kumar Patra*

22770 : नोंदणी फी
1140 : नक्कल (अ. 11(1)), प्रुटांकनाची
नक्कल (अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

दस्ताचा प्रकार : 25) करारनामा
शिका क्र. 1 ची वेळ : (सादरीकरण) 17/08/2011 01:44 PM
शिका क्र. 2 ची वेळ : (फी) 17/08/2011 01:48 PM
शिका क्र. 3 ची वेळ : (गुपुली) 17/08/2011 01:48 PM
शिका क्र. 4 ची वेळ : (अंमळ) 17/08/2011 01:48 PM

23910: एकूण
Subrat
कु. निबंधकारी सही, कल्याण 2

दस्त नोंद केल्याचा दिनांक : 17/08/2011 01:48 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशा ओळखतात,
य त्यांची ओळख पटवितात.

1) नित्यानंद पंढा - , घर/प्लॉट नं. -

गल्ली/रस्ता :
ईमारतीचे नाव : चंवर मुंबई *Mumbai*
ईमारत नं. :
पेठ/बसाहत. :
शहर/गाव. :
तासुका :
पिन. : -



2) चंदन - , घर/प्लॉट नं. -

गल्ली/रस्ता :
ईमारतीचे नाव : सादर *Sadar*
ईमारत नं. :
पेठ/बसाहत. :
शहर/गाव. :
तासुका :
पिन. : -



Subrat
कु. निबंधकारी सही
कल्याण 2

यमा अंत करुषयत येते की,
द.क्र. / १०१ / २०११ मध्ये
..... या... मध्ये अंतिते.
पुस्तक क्र. दस्त क्र. ८००८
1613503 ... या... मध्ये
Subrat
सह. सुब्रत निबंधक, कल्याण-२
दि. 10/08/2011





दस्तावेजांक व वर्ष: 8909/2011

Wednesday, August 17, 2011

1:48:00 PM

सूची क्र. दोन INDEX NO. II

गावाचे नाव : गंधारे

दुय्यम निबंधक: कल्याण 2

दस्तावेजांक व वर्ष: 8909/2011

Regn. No. 63 m.a.

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा

व बाजारभाव (भाडेपट्ट्याचा

बाबतीत पट्टाकार आकारणी देतो

की पट्टेदार ते समूह करता) मोबदला रु. 2,276,880.00

श.भा. रु. 1,613,503.00

(2) भू-भाषण, पोटहिस्ता व घरकर्मक

(अतल्यास) (1) वर्णन: विभागाचे नाव -20/68 - विभाग 8क मीजे गंधारे, सर्वे नं 18 हि नं 1अ,1डी,1सी, स नं 61 हि नं 24, स नं 18 हि नं 2अ, स नं 19 येथील वसंत पार्क मधील DAFFODIL, बिल्डींग नं.2,डी विंग, सदनिका क्र. 502, 5वा मजला, क्षेत्र-41.31 चौ मी कारपेट

(3) क्षेत्रफळ (1)

(4) आकारणी किंवा जुळी देण्यात असलेले तेंका (1)

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

(1) नं. दिजय विल्डर्स अँड डेव्हलपर्स लॉफ़े भागीदार मुकेश जी किमतानी व विलास एस जैन लॉफ़े कु.मु शंकर पी मलानी AAFV/3059H - ; घर/प्लॉट नं. - ; गल्ली/रस्ता: - ; ईमारतीचे नाव - ; ईमारत नं. - ; पेट/वसाहत: उलहासनगर-3; शहर/गाव: - ; तालुका: - ; पिन: - ; पिन नंबर: - ;

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

(1) सुबल कुमार पात्र - ; घर/प्लॉट नं. - ; गल्ली/रस्ता: न्यू तिलक नगर चेंबुर मुंबई. ईमारतीचे नाव: - ; ईमारत नं. - ; पेट/वसाहत: - ; शहर/गाव: - ; तालुका: - ; पिन: - ; पिन नंबर: ANBPP 6402 B.

(7) दिनांक करून दिल्याचा

17/08/2011

(2) अलका पात्र - ; घर/प्लॉट नं. - ; गल्ली/रस्ता: सदर, ईमारतीचे नाव: - ; ईमारत नं. - ; पेट/वसाहत: - ; शहर/गाव: - ; तालुका: - ; पिन: - ; पिन नंबर: BOVPP 7671 J.

17/08/2011

(8) नोंदणीचा

8509 /2011

(9) अनुक्रमक, खंड व पृष्ठ

रु 96450.00

रु 22770.00

(10) बाजारभावप्रमाणे मुद्रांक शुल्क

(11) बाजारभावप्रमाणे नोंदणी

(12) शेरा



सुबल कुमार

सह. दुय्यम निबंधक, कल्याण-२
वर्ग-२