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MR/MRS/M/S. NEVIN KUMAR &  
SABITA KUMAR

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

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

WHEREAS Original Owners as Owners have been absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of free hold lands or ground lying being and situated at Village Navghar, Bhayander (E), Tal. & Dist Thane. Bearing (a) Old Survey No. 479, New S. No. 151, Hissa No. 7, Admeasuring 2020 sq.mtrs., (b) Old Survey no. 453, New S. No. 149, Hissa No. (pt), Admeasuring 27100 sq.mtrs., (c) Old Survey No. 454, New S. No. 148, Hissa No. 1, Admeasuring 25850 sq.mtrs., (d) Old Survey No. 472, New S. No. 147, Hissa No. 1, Admeasuring 9000 sq.mtrs., (e) Old Survey No. 454, New S. No. 148, Hissa No. 2, Admeasuring 8070 sq.mtrs., Situate at revenue Village Navghar (Bhayander), Mira Road (E), Within the limits of Mira Bhayander Municipal Corporation, in the Area of Registration District & Sub-District Office of Bhayander/ Mira/Thane, Tal. & Dist. Thane. More particularly described in the First Schedule hereunder written. (Hereinafter referred to as the Said Properties).

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





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

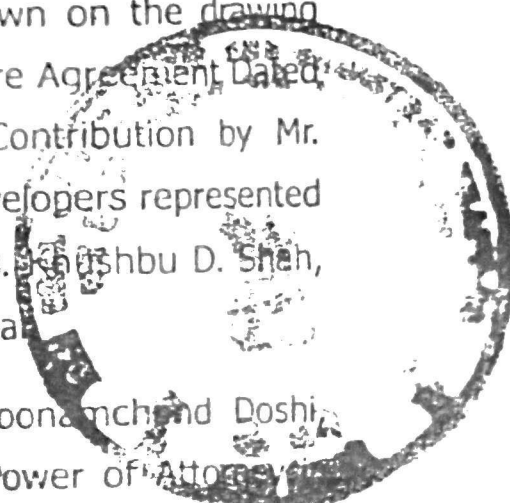
AND WHEREAS by a Development Agreement dated 15/6/2002, and Subsequent Power of Attorney the said M/s. Dent Construction Pvt Ltd., have assigned, its right, title & interest in the said properties to Mr. Rashesh B. Shah, the right to the develop FSI admeasuring 4,50,000 sq.ft., more particularly described in the said schedule there under written to construct buildings thereon on the terms & conditions contained therein.

AND WHEREAS by an Agreement for sale cum development dated 10/6/2005, and the Subsequent Power of Attorney the said Mr. Rashesh B. Shah, have assigned its right, title & interest in the said FSI admeasuring 4,50,000 sq.ft. to Mr. Harshad Poonamchand Doshi on the terms & conditions contained therein.

AND WHEREAS by a Joint Venture Agreement dated 25-08-2005, and the Subsequent Power of Attorney the said Mr. Harshad Poonamchand Doshi, have hereto agreed to jointly implement the development of the said properties with M/s. Shree Siddhivinayak Developers, on the terms & conditions contained therein.

AND WHEREAS out of the said properties, part portion of properties Admeasuring 1,05,708.50 sq.ft. Built-Up Area (including the area of balcony & staircase) of F.S.I. comprising of 6 buildings vide Buildings Nos. 6, 7, 8, 9, 10 & 11 more particularly described in the second schedule hereunder written. (Hereinafter referred to as the "**SAID BUILDINGS**") more specifically shown on the drawing attached herewith & mentioned in the Joint Venture Agreement Dated 25-08-2005, has been introduced as Capital Contribution by Mr. Harshad P. Doshi to M/s. Shree Siddhivinayak Developers represented by its members (1) Mr. Harshad P. Doshi (2) Mrs. Khushbu D. Shah, (3) Mr. Rajendra S. Shah, (4) Mr. Riky L. Agarwal

AND WHEREAS the said Mr. Harshad Poonamchand Doshi have likewise executed an irrevocable General Power of Attorney in favour of Mrs. Khushbu D. Shah, Mr. Rajendra S. Shah & Mr. Riky L. Agarwal being members of M/s. Shree Siddhivinayak Developers, to complete the development of the said building and do all required acts, deeds, matters & things relating to the said developments of the



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buildings & matters concerning its due & complete development.

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

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

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

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

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

AND WHEREAS the Developers have obtained all the necessary permissions, sanctions, and approvals Vide (a) Corrigendum Order No. ULC/TA/ATP/W.S.H.S. 20/S.R. 1094/Dated 29/08/2006 (b) Corrigendum Order No. ULC/TA/ATP/W.S.H.S.-20/S.R. 1101/Dated 29/08/2006 (c) Corrigendum Order No. ULC/TA/ATP/W.S.H.S. 20/S.R. 1105/Dated 29/08/2006 (d) N.A. NOC order No. MNP/MNP/NR/989/2005-06/Dated 26-07-2005 (e) N.A. Order No. K-1/T-1/NAP/SR-224/02, Dated 18/07/2006 (f) Commencement Certificate Order No. MNP/MNP/NR/1258/2006-07 Dated 21/07/2006.

AND WHEREAS in the premises aforesaid, the Developers herein are entitled to construct the buildings on the portion of the said properties, more particularly described in the Second Schedule

hereunder written, as per the sanctioned plan and in accordance with the said order and permissions granted by the concerned authorities. The Developers have proposed to construct the Buildings in the Layout of the said properties, more particularly described in the Second Schedule hereunder written, to be known as **"SOLITAIRE-II"** (hereinafter referred to as the **'SAID BUILDINGS'**).

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

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

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

AND WHEREAS the Developers have got approved by the Mira Bhayander Municipal Corporation, being the concerned local authority the plans, specifications, elevations, sections and details of the said buildings.

AND WHEREAS while sanctioning the said plans the said concerned local authority and/or Government have laid down certain

terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said properties and constructing the said buildings and upon due observance and performance of which only the completion and occupation certificates in respect of the said buildings shall be granted by the said concerned local authority.

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

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

AND WHEREAS the Purchaser/s applied to the Developers for allotment to the Purchaser/s of <sup>Shop</sup> Flat No. 8, On the GROUND Floor, Admeasuring 203.50 sq.feet, (Carpet / Built-Up) Area i.e. 18.90 sq.mts. (Carpet / Built up) Area of the said Building No. 6-11, known as "**SOLITAIRE-II**" to be constructed by the developers on the portion of the said properties, more particularly described in the third schedule hereunder written. (hereinafter referred to as the "Said Premises")

AND WHEREAS relying upon the said application, declaration and agreement, the Developers agreed to sell to the Purchaser the said Flat, more particularly described in the Third Schedule hereunder written, at the price and on the terms and conditions hereinafter appearing.

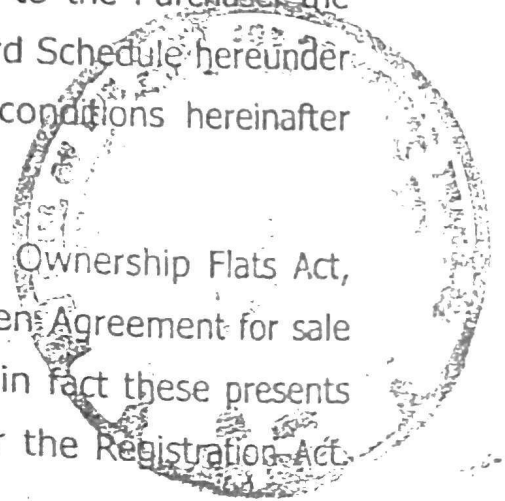
AND WHEREAS Under Section 4 of the Ownership Flats Act, the Developers are required to execute a written Agreement for sale of the said premises to the Purchaser/s being in fact these presents and also to register the said Agreement under the Registration Act.

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

1. The Developers shall construct the said buildings known as

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

The purchaser/s hereby agrees to purchase from the Developers and Developers hereby agree to sell to the purchaser/s Flat/Shop/Garage No. 8, On the GROUND Floor, Admeasuring 203.50 sq.feet, (Carpet / Built-Up) Area i.e. 1890 sq.mts. (Carpet / Built up) Area of the said Building No. 6-11, known as "SOLITAIRE-II" to be constructed by the developers on the portion of the said properties, more particularly described in the third schedule hereunder written. (hereinafter referred to as the "Said Premises").

3. The Purchaser shall pay to the Developers a sum of Rs. 682,500/- (Rupees SIX LAKHS EIGHTY TWO THOUSAND FIVE HUNDRED Only) as the purchase price in respect of the said premises apart from the other payments to be made by the Purchaser under this agreement to the Developers. The Purchase price shall be paid by the purchaser to the Developers in the following manner.

- a) Rs. 1,25,000/- as Earnest money on or before the execution of this Agreement.
- b) Rs. \_\_\_\_\_/- On Completion of Plinth Work.
- c) Rs. \_\_\_\_\_/- On Completion of First Slab.
- d) Rs. \_\_\_\_\_/- On Completion of Second Slab.
- e) Rs. \_\_\_\_\_/- On Completion of Third Slab.
- f) Rs. \_\_\_\_\_/- On Completion of Fourth Slab.
- g) Rs. \_\_\_\_\_/- On Completion of Fifth Slab.
- h) Rs. \_\_\_\_\_/- On Completion of Sixth Slab.
- i) Rs. \_\_\_\_\_/- On Completion of Seventh Slab.

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- j) Rs. \_\_\_\_\_/- On Completion of Eighth Slab.
- k) Rs. \_\_\_\_\_/- On Completion of Internal and External Brick Wall.
- l) Rs. 455125/- On Completion of Internal and External Plaster.
- m) Rs. 34125/- On Completion of Flooring (Tiling).
- n) Rs. 34125/- On Completion of Plumbing Work.
- o) Rs. 34125/- At the time of Possession of the said premises.

4. The Developers shall have a first lien and charge on the said premises to be acquired by the Purchaser/s in respect of any amount not paid by the Purchaser/s under the terms & conditions of this Agreement.

5. **IT IS HEREBY EXPRESSLY AGREED** that the time for payment of each of the aforesaid installments of the purchase price shall be the essence of the contract, in the event of the Purchaser/s making any default in payment of any of the installment of the purchase price, the Developers will be entitled to terminate this Agreement and in that event the Developers will refund to the Purchaser/s all the money paid by the Purchaser/s as purchase price here under without any interest after the said premises is sold to another party as the Developers may determine and after the Developers shall have received the payment from the New Purchaser/s of such premises and the Developers shall also be entitled to deduct outgoings in respect of the said premises and the loss or damages, if any, sustained by the Developers and in the event of default the Purchaser/s will have no right whatsoever on such premises.

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

7. The Developers agree to give possession of the said premises

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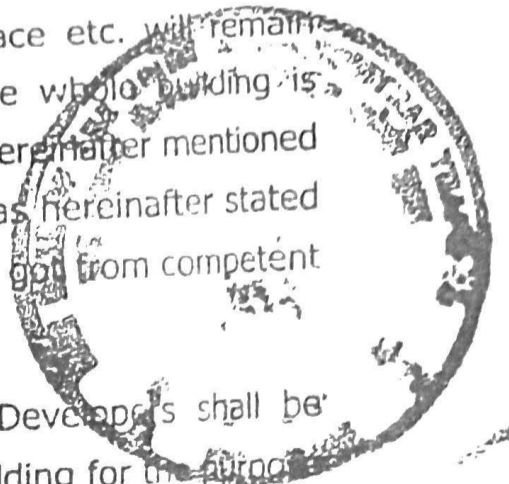
to the Purchaser/s on or before the 31<sup>st</sup> day of MARCH 2008 subject to the availability of cement, steel, water for construction or other building materials and subject to strike, civil commotion or any act of nature, God such as Earthquake, flood or any other natural calamities and attack of enemy or other cause beyond the control of the Developers, if however the Developers are not able to give possession of the said premises, to the Purchaser/s owing to unavoidable circumstances, the Purchaser/s shall not be entitled to any damage whatsoever, he/she/they shall be entitled to receive back the money paid by him/her/ them to the Developers towards the price of the said premises without interest thereon.

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

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

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

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



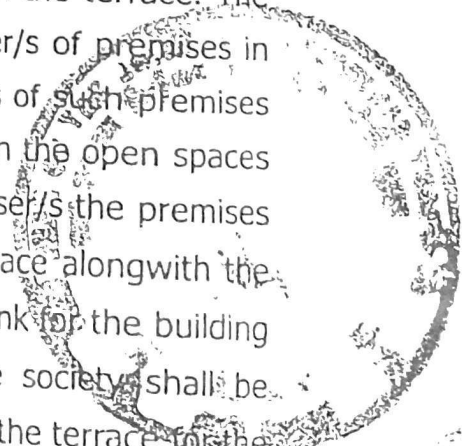
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Maternity Homes for residential or for commercial user and/or any use as may be permitted by the local authority in that behalf and the Purchaser/s or his/her/their assignee shall not object to the use of the premises for the aforesaid purpose at any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

12. The Purchaser/s have informed the Developers that he/she/they desires to use the said premises for residential purpose and/or any other purpose or use as may be permitted by the Developers and the local authority from time to time, however, the Purchaser/s shall not change the use of the premises without written permission of the Developers.

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



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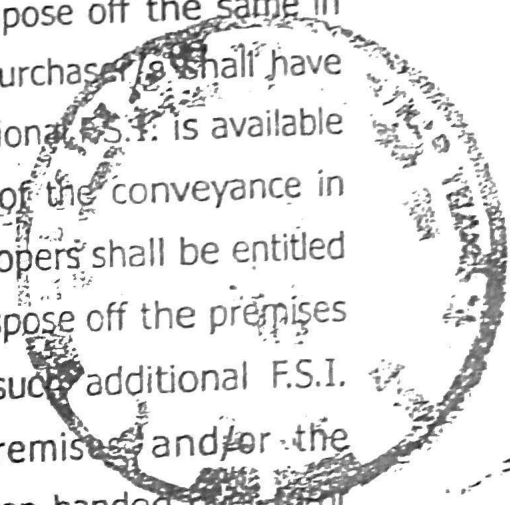
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14. The Developers have informed the Purchaser/s that there will be common access roads, passages, electric and telephone cables, water lines, drainage lines and other common amenities in properties described in the Third Schedule hereunder written,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

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

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

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

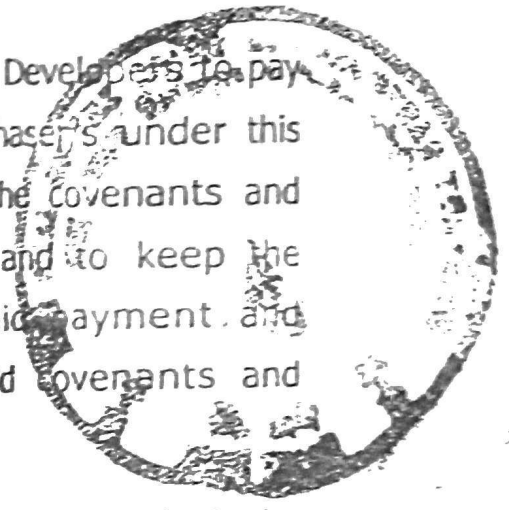
17. **IT IS HEREBY EXPRESSLY AGREED** between the parties hereto that the Developers shall be entitled to borrow construction loan from any person or party including financial institutions and for that purpose to mortgage the said land and /or the entire construction work put up thereon or any part thereof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

18. As soon as the building is notified by the Developers as complete such Purchaser/s of the premises (including the Purchaser/s herein) shall pay the respective arrears of the price payable by them within 7 days of such notice served individually or to be put in any prominent place in the said building. If the Purchaser/s fails to pay the arrears inspite of the notice served as aforesaid, the Developers will be entitled to terminate this Agreement with the Purchaser/s and to refund to such purchaser/s all the installments of purchase price paid by such Purchaser/s till then, but without interest thereon and after deducting there from the outgoing and dues in respect of the premises agreed to be purchased by him/her/them from the date of completion of the building until the Developers shall have disposed off such premise. The money becoming refundable to the Purchaser shall become payable when the Developers shall have sold and/or disposed off and received the entire consideration price of the premises in respect of which the agreement shall have been rescind under this clause.

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

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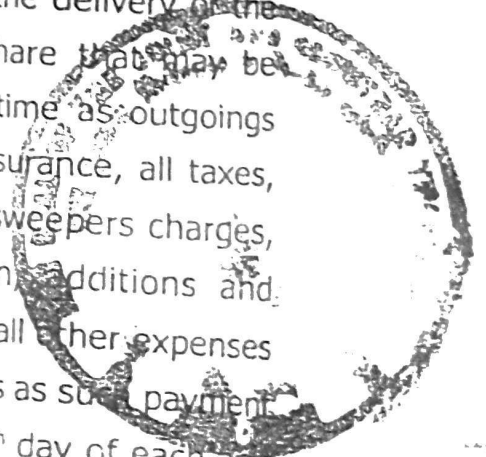
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time sign and execute the application for the registration and other papers and documents necessary for the incorporation and the registration of such society including the bye-laws of the proposed society. No objection shall be raised to the draft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

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

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

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

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

27. The Purchaser shall on demand pay to the Developers a sum of Rs. 2350/- (Rupees TWO THOUSAND THREE HUNDRED FIFTY Only) in addition to the cost of the Flat agreed to be acquired as stated above, being his/her/their proportionate share in the general expenses such as entrance fees of the society, share money, charges for laying cables, the charges for electric and water meters to be paid to the local authority, expenses for formation of the society and the professional costs of the lawyers of the Developers of this Agreement and all other miscellaneous expenses to be incurred by the Developers. This amount is non refundable.

28. The Purchaser/s shall prior to taking the possession of the premises, pay to the Developers a sum of Rs. 14,625/- (Rupees FOURTEEN THOUSAND SIX HUNDRED TWENTY FIVE only) which will be held by the developers shall entitled to utilize the moneys from such deposits towards payment of taxes, other outgoings and other expenses incurred by the Developers on behalf of the Purchaser/s or the

society of the Purchaser/s under the terms of this Agreement.  
This amount is not accountable.

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

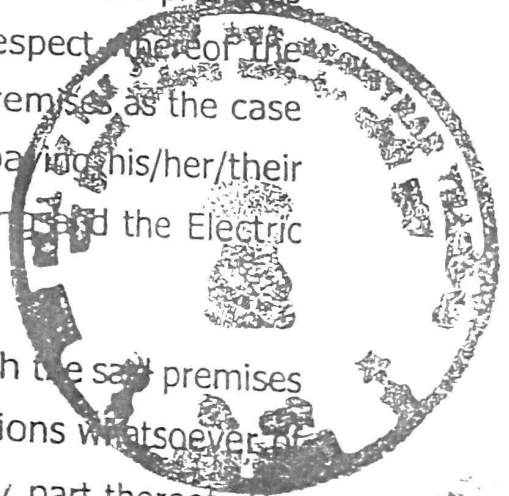
30. The Purchaser/s shall permit the Developers and their surveyors and agents with or without workman and others at all reasonable times to enter upon his/her/their premises or any part thereof for the purpose of repairing any part of the building and for laying, checking and repairing cables, water lines, gutters, wires, structure and other conveniences belonging to or servicing to be used for the said building and also for the purpose of laying down, maintenance, repairing and testing drainage, as an welding and Electric Wire and for similar purposes and also for the purpose of cutting off the supply of water to the premises or any other premises in the building in respect thereof the Purchaser/s or the occupier of such other premises as the case may be shall have committed default of paying his/her/their share of the water tax and/or other outgoing and the Electric Charges and all other outgoings.

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



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

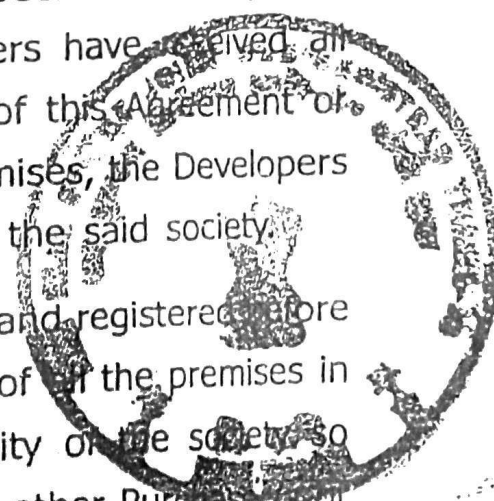
32. After the possession of the premises is handed over to the Purchaser/s if any additions or alteration and /or about to relating to the said building are required to be carried out by the Government, Local Authorities, Municipality or any other statutory authority, the same shall be carried out by the Purchaser/s of premises in the said building at his/her/their own costs or manner liable or responsible for the same.

33. The Purchaser shall insure and keep insured the said premises against loss or damage by fire or any other calamities for the full value thereof.

34. The Purchaser/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises or any part of the said building or cause any increased premium to be payable in respect thereof or which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the said building.

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

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



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

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

**: FIRST SCHEDULE ABOVE REFERRED TO :**

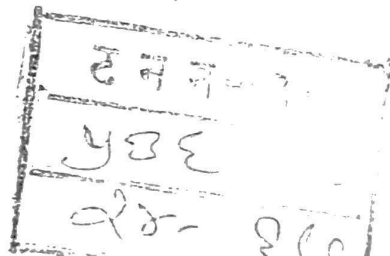
ALL THAT piece & parcel of land bearing (a) Old Survey No. 479, New S. No. 151, Hissa No. 7, Admeasuring 2020 sq.mtrs., (b) Old Survey No. 453, New S. No. 149, Hissa No. (pt), Admeasuring 27100 sq.mtrs., (c) Old Survey No. 454, New S. No. 148, Hissa No. 1, Admeasuring 25850 sq/mtrs., (d) Old Survey No.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

**: SECOND SCHEDULE ABOVE REFERRED TO :**

FSI admeasuring 105708.50 sq.ft. situated on property described in the first schedule hereinbefore written. Situated at Village Navghar, Tal. & Dist. Thane and in the registration district & sub-district of Thane.

**: THIRD SCHEDULE ABOVE REFERRED TO :**

A Flat/Shop/Garage No. 8, Admeasuring 203.50 Sq.ft. (Carpet/Built-Up) area, i.e. 18.90 sq.mtrs. (Carpet / Builtup) Area on the GROUND Floor, of the Building No. 6-11 known as "**SOLITAIRE-II**" to be constructed on the property described in the second schedule hereinbefore written.



SIGNED, SEALED AND DELIVERED }  
By the withinnamed "DEVELOPERS" }  
M/S. SHREE SIDDHIVINAYAK DEVELOPERS }  
Through its Authorised Signatory }  
MR. Dilesh. C. Shah }

For M/s. SHREE SIDDHIVINAYAK DEVELOPERS  
Dilesh. C. Shah  
Authorised Signatory

In the presence of : }  
\_\_\_\_\_  
\_\_\_\_\_

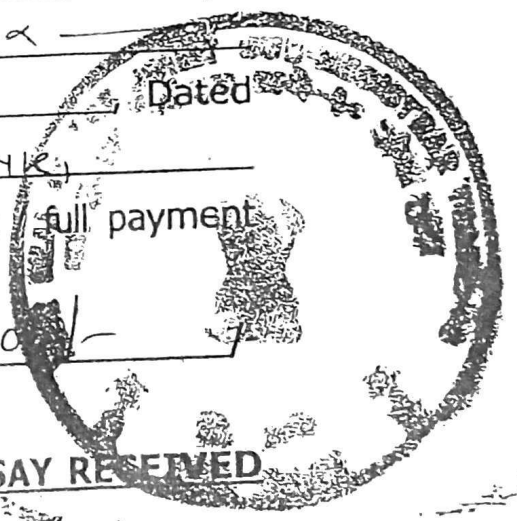
SIGNED, SEALED AND DELIVERED }  
By the withinnamed PURCHASER/S }  
MR/ MRS. /M/S. NAVIN KUMAR & }  
SABITA KUMARI }

Navin  
Sabita

In the presence of : }  
\_\_\_\_\_  
\_\_\_\_\_

**RECEIPT**

RECEIVED of and from withinnamed Purchaser/s the sum of  
Rs. 1,25,000/- (Rupees ONE LAKH TWENTY  
FIVE THOUSAND ONLY  
Oniy) By cash/ Cheque Bearing No. 140054 Dated  
7/2/07 Drawn on CANARA BANK,  
MIRA ROAD as and by way of part full payment  
paid by Purchaser/s to us.  
Rs, 125000/-



**WITNESS:**

1. \_\_\_\_\_  
2. \_\_\_\_\_

For M/s. SHREE SIDDHIVINAYAK DEVELOPERS  
Dilesh. C. Shah  
Authorised Signatory

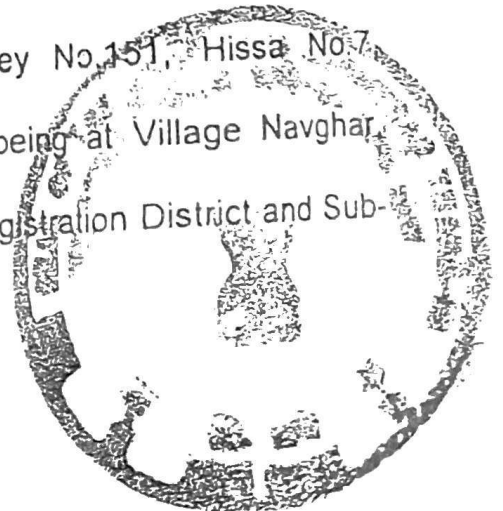
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**TO WHOMSOEVER IT MAY CONCERN**

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

1. On perusal of Revenue Records, it appears that one M/s. New Haven Pvt. Ltd. are the owners of the land bearing Old Survey No.472, New Survey No.147, Hissa No.1, admeasuring 9000 sq. meters, Old Survey No.454(Part), New Survey No.148, Hissa No.1, admeasuring 25850 sq. meters, Old Survey No.454(Part), New Survey No.148, Hissa No.2, admeasuring 8070 sq. meters, Old Survey No.453(Part), New Survey No.149, Hissa No.1, admeasuring 27100 sq. meters and Old Survey No.479, New Survey No.151, Hissa No.7, admeasuring 2020 sq. meters, situate, lying and being at Village Navghar, Bhayandar, Taluka and District Thane, and in the Registration District and Sub-District of Thane.



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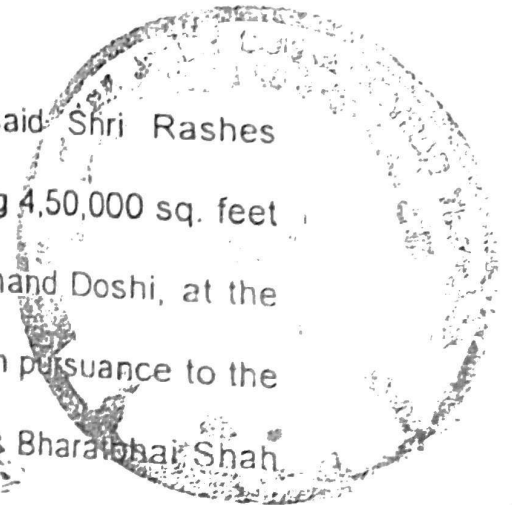
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2. By an Agreement dated 23rd October, 1998, the said M/s. New Haven Pvt. Ltd. agreed to sell the said properties to M/s. Dent Construction Pvt. Ltd. at the price and on the terms and conditions stipulated therein.

3. In pursuance to the said Agreement dated 23rd October, 1998, the said M/s. New Haven Pvt. Ltd. had also executed an Irrevocable General Power of Attorney in favour of the Directors of M/s. Dent Construction Pvt. Ltd., conferring upon them several powers, inter alia, power to sell the said properties to the person or persons of their choice.

4. By an Agreement dated 15th June, 2002, the said M/s. Dent Construction Pvt. Ltd., in its turn, agreed to grant F.S.I. admeasuring 4,50,000 sq. feet, in respect of the said properties to Shri Rashes Bharatbhai Shah, at the price and on the terms and conditions stipulated therein and in pursuance to the said Agreement dated 15th June, 2002, the said M/s. Dent Construction Pvt. Ltd. had also executed an Irrevocable General Power of Attorney in favour of Shri Rashes Bharatbhai Shah, conferring upon him several powers, inter alia, power to assign the benefit of the said F.S.I. admeasuring 4,50,000 sq. feet to the person or persons of his choice.

5. By an Agreement dated 10th June, 2005, the said Shri Rashes Bharatbhai Shah agreed to grant and assign FSI admeasuring 4,50,000 sq. feet in respect of the said properties to Shri Harshad Poonamchand Doshi, at the price and on the terms and conditions stipulated therein and in pursuance to the said Agreement dated 10th June, 2005, the said Shri Rashes Bharatbhai Shah



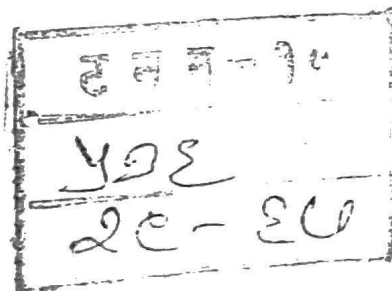
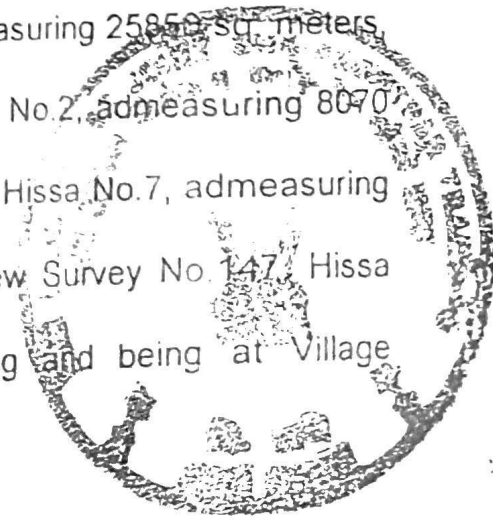
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had also executed an Irrevocable General Power of Attorney in favour of the said Shri Harshad Poonamchand Doshi, conferring upon him several powers, inter alia, power to develop the said property by constructing buildings thereon.

6. On 15<sup>th</sup> August, 2005, the said Shri Harshad Poonamchand Doshi had entered into a Joint Venture Agreement with Mrs. Khushbu D. Shah, Shri Rajendra S. Shah and Shri Riky L. Agrawal to develop six buildings viz. building Nos. 6 to 11 totally admeasuring 105708.50 sq. feet of F.S.I. in the name and style of M/s. Shree Siddhivinayak Developers.

7. The Addl. Collector and Competent Authority, Thane, has granted permission to develop the said properties by three separate Orders viz. Order No.ULC/TA/ATP/WSHS-20/SR-1105, dated 29th August, 2006, Order No.ULC/TA/ATP/WSHS-20/SR-1094, dated 29th August, 2006 and Order No.ULC/TA/ATP/WSHS-20/SR-1101, dated 29th August, 2006.

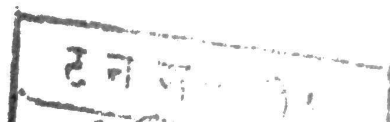
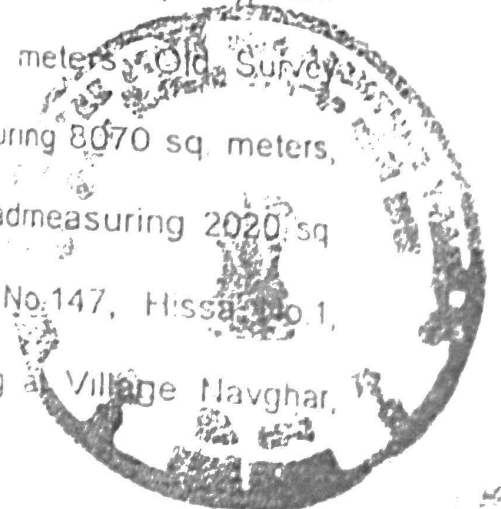
8. The Mira Bhayandar Municipal Corporation has also sanctioned the Plan of the buildings to be constructed on land bearing Old Survey No.453(Part), New Survey No.149, Hissa No.1, admeasuring 27100 sq. meters, Old Survey No.454(Part), New Survey No.148, Hissa No.1, admeasuring 25859 sq. meters, Old Survey No.454(Part), New Survey No.148, Hissa No.2, admeasuring 8070 sq. meters, Old Survey No.479, New Survey No.151, Hissa No.7, admeasuring 2020 sq. meters and Old Survey No. 472(Part), New Survey No.147, Hissa No.1, admeasuring 9000 sq. meters, situate, lying and being at Village



Navghar, Bhayandar, Taluka and District Thane vide its Letter No. MNP/NR/989/2005-06, dated 26/7/2005.

9. The Collector of Thane has also granted N.A. permission in respect of the land bearing Old Survey No.453(Part), New Survey No.149, Hissa No.1, admeasuring 27100 sq. meters, Old Survey No.454(Part), New Survey No.148, Hissa No.1, admeasuring 25850 sq. meters, Old Survey No.454(Part), New Survey No.148, Hissa No.2, admeasuring 8070 sq. meters, Old Survey No.479, New Survey No.151, Hissa No.7, admeasuring 2020 sq. meters and Old Survey No. 472, New Survey No.147, Hissa No.1, admeasuring 9000 sq meters, situate, lying and being at Village Navghar, Bhayandar, Taluka and District Thane, vide an Order No.Revenue/K-1/T-1/NAP/SR-224/2002, dated 18/7/2006.

10. The Mira Bhayandar Municipal Corporation has also granted Commencement Certificate upto Plinth Level in respect of buildings to be constructed on land bearing Old Survey No.453(Part), New Survey No 149, Hissa No.1, admeasuring 27100 sq. meters, Old Survey No.454(Part), New Survey No.148, Hissa No.1, admeasuring 25850 sq meters, Old Survey No.454(Part), New Survey No.148, Hissa No.2, admeasuring 8070 sq. meters, Old Survey No.479, New Survey No.151, Hissa No 7, admeasuring 2020 sq meters and Old Survey No. 472(Part), New Survey No.147, Hissa No.1, admeasuring 9000 sq. meters, situate, lying and being at Village Navghar,

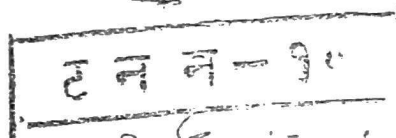


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Bhayandar, Taluka and District Thane, vide a Letter No.MNP/NR/1258/2006-07,  
dated 21st July, 2006.

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

12. On the whole from the Search Report dated 11th May, 2005, taken by Advocate Shri R. R. Jollani from 1976 to 2004 in the Office of Sub-Registrar, Thane in respect of the said properties and also the Search Report dated 30th April, 2005, taken by one Shri Sanjay S. Shinde from 1976 to 2001 in the Office of Sub-Registrar, Thane and also on the basis of documents produced before me as well as on the basis of information provided to me, I hereby state and certify that title to the land bearing Old Survey No.472, New Survey No.147 Hissa No.1, admeasuring 9000 sq. meters, Old Survey No.454(Part), New Survey No.148, Hissa No.1, admeasuring 25850 sq. meters, Old Survey No.454(Part), New Survey No.148, Hissa No.2, admeasuring 8070 sq. meters, Old Survey No.453(Part), New Survey No.149, Hissa No.1, admeasuring 27100





sq. meters and Old Survey No.479, New Survey No.151, Hissa No.7, admeasuring 2020 sq. meters, situate, lying and being at Village Navghar, Bhayandar, Taluka and District Thane, and in the Registration District and Sub-District of Thane, owned by M/s. New Haven Pvt. Ltd. is clear, marketable and free from all encumbrances. I further state and certify that the said Shri Harshad P. Doshi, Mrs. Khushbu D. Shah, Shri Rajendra S. Shah and Shri Riky I. Agrawal are entitled to develop six buildings viz. building Nos. 6 to 11 comprising 105708.50 sq. feet of F.S.I. in the layout of the said properties in the name and style of M/s. Shree Siddhivinayak Developers as per the permissions and sanctions granted by the Authorities concerned and also entitled to sell the flats and other premises in the said building to the intending purchasers thereof.

Dated : 25<sup>th</sup> day of January, 2007.



Advocate



# गांव नमुना सात (अधिकार अभिलेख पत्रक)

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

गांव - नवघर

तालुका - ठाणे

भूमापन क्रमांकाचा उपविभाग	भूधारणा पद्धती	भोगवटादाराचे नांव ८५९ १११० १०९२ १३२६		
१	-	न्यू टेक्न प्रा. लिमिटेड		
वैधानिक नांव	N.A.			
वैधानिक क्षेत्र	हे.	आर.	प्रति	१०९२ १६०९ ५२५
एकूण	२-७१-०			२९३६ १२१०
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वैधानिक योग्य नसलेले)	S			
वर्ग (अ)				
वर्ग (ब)				
एकूण	१५-३०			
विशेष आकारणी				

कुळाचे नाव

खाते क्र. १०२

१९९९ वर्षाच्या ५, ६

इतर अधिकार - तुकडा

१३२६ ९३९ २०८०

११९९

सिमा आणि भूमापन चिन्हे

## गांव नमुना बारा (पिकांची नोंद वही)

महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यांतील नियम २९)

पिकाखालील क्षेत्राचा तपशिल						लागवडीसाठी उपलब्ध नसलेली जमीन		जलसिंचनाचे साधन	जमीन करणाराचे नांव			
मिश्र पिकाखालील क्षेत्र			निर्भेळ पिकाखालील क्षेत्र			स्वरूप	क्षेत्र					
मिश्र पिकांचा संकेत क्रमांक	जल सिंचित	अजल सिंचित	घटक पिके व प्रत्येका खालील क्षेत्र			पिकाचे नाव	जल सिंचित	अजल सिंचित	१४	१५		
			पिकाचे नाव	जल सिंचित	अजल सिंचित							
३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
	हे.आर.	हे.आर.		हे.आर.	हे.आर.		हे.आर.	हे.आर.		हे.आर.		
						N.A.	२-७१-०					

तारीख १६/१२/२००६

ट न न - १ माहेंदर १९९९ जि. ठाणे.

५३ ६

३३ - २७



क्र. महसूल/क-१/टे-१/एनएपी/एसआर-२२४/०२

२३. या प्रकरणात पिण्याच्या पाण्याची सोय करण्याची जबाबदारी अनुज्ञाग्राही यांचेवर बंधनकारक राहिल. आणि पिण्याच्या पाण्याची सोय झाली आहे किंवा कसे या बाबत खात्री झाल्याशिवाय अपर जिल्हाधिकारी व सक्षम प्राधिकारी, ठाणे नागरी संकुलन ठाणे यांचे कडील आदेश क्र. युएलसी/टीए/डब्ल्यूएसएचएस-२०/एसआर-११०५ दि. १३/९/२००२ २) क्र. युएलसी/टीए/डब्ल्यूएसएचएस-२०/एसआर-११०५ दि. ११/८/२००० ३) क्र. युएलसी/ डब्ल्यूएसएचएस-धारणा कायदा १९७६ चे कलम २० अन्वये प्रश्नांकित जागे मध्ये नागरी कमाल जर्मान नमूद केले प्रमाणे ठराविका मापाच्या सदनिका बांधणे हे परवानगीधारक यांचेवर बंधनकारक राहिल. त्याच प्रमाणे ज्या सदनिका शासनाकडे वर्ग करावयाच्या आहेत त्यांचा तावा शासनास देणे परवानगीधारक यांचेवर बंधनकारक राहिल.
२४. अपर जिल्हाधिकारी व सक्षम प्राधिकारी, नागरी संकुलन ठाणे यांचे कडील आदेशाची मुदत संपली असल्यामुळे प्रत्यक्ष बांधकाम करणेपूर्वी सदरची मुदतवाढ प्राप्त करून घेणे अनुज्ञाग्राही यांचेवर बंधनकारक राहिल.

सही/-

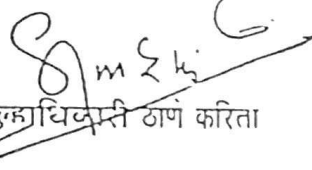
( नंदकुमार जंत्रे )  
जिल्हाधिकारी ठाणे

प्रति

मै न्यु हेवन प्रा. लि.

रा. मिरा रोड वा. अ. ठाणे

निर्गमित केले

  
जिल्हाधिकारी ठाणे करिता



ट न न - १०  
५३६/२००६  
३९-६६

- ३) मंजूर नकाशाप्रमाणे जागेवर प्रत्यक्ष मोजणी करून घेणेची आहे व त्यांची तालुक निरीक्षक भूमि अभिलेख ठाणे यांनी प्रमाणीत केलेली नकाशाची प्रत या कार्यालयाच्या अभिलेखार्थ दोन प्रतीमध्ये पाठविणेची आहे व त्यास मंजूरी घेणे आवश्यक आहे.
- ४) सदर भूखंडाची उपविभागणी महानगरपालिकेच्या पूर्वपरवानगीशिवाय करता येणार नाही. तसेच मंजूर रेखांकनातील इमारती विकसित करण्यासाठी इतर/दुस-या विकासकास अधिकार दिल्यास / विकासासाठी प्रधिकृत केल्यास दुय्यम / दुस-या विकासकाने मंजूर बांधकाम नकाशे व चटई क्षेत्राचे व परवानगीत नमूद अटी व शर्तीचे उल्लंघन केल्यास/पालन न केल्यास या सर्व कृतीस मुळ विकासक व वास्तुविशारद जबाबदार राहिल.
- ५) या जागेच्या आजुबाजुला जे पुर्वीचे नकाशे मंजूर झाले आहेत त्याचे रस्ते हे सदर नकाशातील रस्त्याशी प्रत्यक्ष मोजणीचे व सिमांकनाचे वेळी सुसंगत जुळणे आवश्यक आहे. तसेच या जागेवरील प्रस्तावीत होणा-या बांधकामास रस्ते संलग्नित ठेवणे व सार्वजनिक वापरासाठी खुले ठेवणेची जबाबदारी विकासक/ वास्तुविशारद / धारक यांची राहिल. रस्त्याबाबत व वापराबाबत आपली / धारकाची कोणतीही हरकत असणार नाही.
- ६) नागरी जमीन धारणा कायदा १९७६ चे तरतुदीना व महाराष्ट्र जमीन महसुल अधिनियम च्या तरतुदीस कोणत्याही प्रकारची बाधा येता कामा नये व या दोन्ही कायदयान्वये पारित झालेल्या व यापुढे वेळोवेळी होणा-या सर्व आदेशाची अंमलबजावणी करण्याची जबाबदारी विकासक व वास्तुविशारद इतर धारक यांची राहिल.
- ७) रेखांकनात /बांधकाम नकाशात इमारतीचे समोर दर्शविण्यात / प्रस्तावीत करण्यात आलेली सामासीक अंतराची जागा ही सार्वजनिक असून महानगरपालिकेच्या मालकीची राहिल व या जागेचा वापर सार्वजनिक रस्त्यासाठी /रस्ता रंदीकरणासाठी करण्यात येईल. याबाबत अर्जदार व विकासक व इतर धारकांचा कोणताही कायदेशीर हक्क असणार नाही.
- ८) मालकी हक्काबाबतचा वाद उत्पन्न झाल्यास त्यास अर्जदार, विकासक, वास्तुविशारद, धारक व संबंधीत व्यक्ती जबाबदार राहतील. तसेच वरील जागेस पोचण्यास उपलब्ध असल्याची व जागेच्या हद्दी जागेवर प्रत्यक्षपणे जुळविण्याची जबाबदारी अर्जदार, विकासक, वास्तुविशारद यांची राहिल. यामध्ये तफावत निर्माण झाल्यास सुधारित मंजूरी घेणे क्रमप्राप्त आहे.
- ९) मंजूर रेखांकनातील रस्ते, ड्रेनेज, गटार व खुली जागा (धार.जी.) अर्जदाराने / विकासकाने महानगरपालिकेच्या नियमाप्रमाणे पूर्ण करून सुविधा सार्वजनिक वापरासाठी कायम स्वस्मी खुली ठेवणे बंधनकारक राहिल.
- १०) मंजूर रेखांकनातील इमारतीचे नियमावलीनुसार जाल्याचे प्रमाणपत्र प्राप्त केल्याशिवाय उर्वरित बांधकाम करण्यात येऊ नये.
- ११) इमारतीस उदवाहन, अग्निशामक तरतुद, पाण्याची जमिनीवरील व इमारतीवरील अशा दोन टाक्या, दोन इलेक्ट्रीक पंपसेट सह तरतुद केलेली असली पाहिजे.
- १२) महानगरपालिका आपणांस बांधकामासाठी व पिण्यासाठी व इतर कारणासाठी पाणी पुरवठा करण्याची हमी घेत नाही. याबाबतची सर्व जबाबदारी विकासक/धारक यांची राहिल. तसेच सांडपाण्याची सोय व मैलविसर्जनाची व्यवस्था करण्याची जबाबदारी विकासकाची/ धारकाची राहिल.

६ न न - १०

५३ ६/२००८

४७ - २६

11/11/2024

15/11/2024

महानगरपालिका मंजूरी, बिल्डरचे नांव, आर्किटेक्टचे नांव, अकृषिक मंजूरी त इतर मंजूरींचा तपशील दर्शविणारा फलक प्रत्यक्ष जागेवर उभ्यात आल्यानंतरच इतर विकास कामास सुरवात करणे बंधनकारक राहिले. तसेच मंजूरीचे मुळ कागदपत्र तपासणीसाठी/निरीक्षणासाठी जागेवर सर्व कालावधीसाठी उपलब्ध करून ठेवणे ही वास्तुविशारद व विकासक यांची संयुक्त जबाबदारी आहे. अशी मंजूरी जागेवर प्राप्त न झाल्यास तातडीने काम बंद करण्यात येईल.

Specifically earthquake of highest intensity in seismic zone should be considered) इतर सी.सी. डिझाईन तयार करून संबंधीत सक्षम अधिका-यांची मंजूरी घेणे. तसेच इमारतीचे आयुष्यमान, वापर, बांधकाम चालू साहित्याचा दर्जा व गुणवत्ता व अग्नि क्षमण बाबत नॅशनल बिल्डींग कोड प्रमाणे तरतुदी करून कार्यान्वीत करणे तसेच बांधकाम चालू असतांना तांत्रिक व अंतांत्रिक कार्यवाही पूर्ण करून त्याची पालन करण्याची जबाबदारी अर्जदार, विकासक, स्ट्रक्चरल अभियंता, वास्तुविशारद, बांधकाम निरीक्षक, धारक संयुक्तपणे राहिल.

रेखांकनातील जागेत विद्यमान झाडे असल्यास तोडण्यासाठी महानगरपालिकेची व इतर विभागांची पूर्व मंजूरी प्राप्त करणे बंधनकारक आहे. तसेच खुल्या जागेत वृक्षारोपण करण्यात यावे.

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

पत्र क्र. .... दि. .... अन्वये यासोबतच्या मंजूर रेखांकनात प्रस्तावित केलेल्या इमारतीचे बांधकाम खालीलप्रमाणे न्यायित ठेवून त्यानुसार कार्यान्वीत करणे बंधनकारक राहिल.

इमारतीचे नांव/प्रकार	संख्या	तळ + मजले	प्रस्तावित बांधकाम क्षेत्र चौ.मी.
अ-१	१	पार्ट तळ + ७	३९५२.९९
ब-१	१	पार्ट तळ + ७	२६१९.५९
ब-२	१	पार्ट तळ + ७	३२७७.३२
ब-३	१	तळ + ७	२०७२.२३
ब-४	१	तळ + ७	२०७२.२३
ब-५	१	तळ + ७	२०७२.२३
ब-६	१	पार्ट तळ + ७	३९५२.९९
ब-७	१	पार्ट तळ + ७	२६१९.५९
ब-८	१	तळ + ७	३२७७.३२
ब-९	१	पार्ट तळ + ७	२०७२.२३
ब-१०	१	तळ + ७	२०७२.२३
ब-११	१	तळ + ७	२०७२.२३
ब-१२	१	पार्ट तळ + ७	३९५२.९९
ब-१३	१	पार्ट तळ + ७	२६१९.५९
ब-१४	१	तळ + ७	३२७७.३२
ब-१५	१	पार्ट तळ + ७	२०७२.२३
ब-१६	१	तळ + ७	२०७२.२३
ब-१७	१	तळ + ७	२०७२.२३
ब-१८	१	पार्ट तळ + ७	३९५२.९९
ब-१९	१	पार्ट तळ + ७	२६१९.५९
ब-२०	१	तळ + ७	३२७७.३२
ब-२१	१	तळ + ७	२०७२.२३
ब-२२	१	तळ + ७	२०७२.२३
ब-२३	१	तळ + ७	२०७२.२३
ब-२४	१	तळ + ७	२०७२.२३
ब-२५	१	तळ + ७	२०७२.२३
ब-२६	१	तळ + ७	२०७२.२३
ब-२७	१	तळ + ७	२०७२.२३
ब-२८	१	तळ + ७	२०७२.२३
ब-२९	१	तळ + ७	२०७२.२३
ब-३०	१	तळ + ७	२०७२.२३
ब-३१	१	तळ + ७	२०७२.२३
ब-३२	१	तळ + ७	२०७२.२३
ब-३३	१	तळ + ७	२०७२.२३
ब-३४	१	तळ + ७	२०७२.२३
ब-३५	१	तळ + ७	२०७२.२३
ब-३६	१	तळ + ७	२०७२.२३
ब-३७	१	तळ + ७	२०७२.२३
ब-३८	१	तळ + ७	२०७२.२३
ब-३९	१	तळ + ७	२०७२.२३
ब-४०	१	तळ + ७	२०७२.२३
ब-४१	१	तळ + ७	२०७२.२३
ब-४२	१	तळ + ७	२०७२.२३
ब-४३	१	तळ + ७	२०७२.२३
ब-४४	१	तळ + ७	२०७२.२३
ब-४५	१	तळ + ७	२०७२.२३
ब-४६	१	तळ + ७	२०७२.२३
ब-४७	१	तळ + ७	२०७२.२३
ब-४८	१	तळ + ७	२०७२.२३
ब-४९	१	तळ + ७	२०७२.२३
ब-५०	१	तळ + ७	२०७२.२३
ब-५१	१	तळ + ७	२०७२.२३
ब-५२	१	तळ + ७	२०७२.२३
ब-५३	१	तळ + ७	२०७२.२३
ब-५४	१	तळ + ७	२०७२.२३
ब-५५	१	तळ + ७	२०७२.२३
ब-५६	१	तळ + ७	२०७२.२३
ब-५७	१	तळ + ७	२०७२.२३
ब-५८	१	तळ + ७	२०७२.२३
ब-५९	१	तळ + ७	२०७२.२३
ब-६०	१	तळ + ७	२०७२.२३
ब-६१	१	तळ + ७	२०७२.२३
ब-६२	१	तळ + ७	२०७२.२३
ब-६३	१	तळ + ७	२०७२.२३
ब-६४	१	तळ + ७	२०७२.२३
ब-६५	१	तळ + ७	२०७२.२३
ब-६६	१	तळ + ७	२०७२.२३
ब-६७	१	तळ + ७	२०७२.२३
ब-६८	१	तळ + ७	२०७२.२३
ब-६९	१	तळ + ७	२०७२.२३
ब-७०	१	तळ + ७	२०७२.२३
ब-७१	१	तळ + ७	२०७२.२३
ब-७२	१	तळ + ७	२०७२.२३
ब-७३	१	तळ + ७	२०७२.२३
ब-७४	१	तळ + ७	२०७२.२३
ब-७५	१	तळ + ७	२०७२.२३
ब-७६	१	तळ + ७	२०७२.२३
ब-७७	१	तळ + ७	२०७२.२३
ब-७८	१	तळ + ७	२०७२.२३
ब-७९	१	तळ + ७	२०७२.२३
ब-८०	१	तळ + ७	२०७२.२३
ब-८१	१	तळ + ७	२०७२.२३
ब-८२	१	तळ + ७	२०७२.२३
ब-८३	१	तळ + ७	२०७२.२३
ब-८४	१	तळ + ७	२०७२.२३
ब-८५	१	तळ + ७	२०७२.२३
ब-८६	१	तळ + ७	२०७२.२३
ब-८७	१	तळ + ७	२०७२.२३
ब-८८	१	तळ + ७	२०७२.२३
ब-८९	१	तळ + ७	२०७२.२३
ब-९०	१	तळ + ७	२०७२.२३
ब-९१	१	तळ + ७	२०७२.२३
ब-९२	१	तळ + ७	२०७२.२३
ब-९३	१	तळ + ७	२०७२.२३
ब-९४	१	तळ + ७	२०७२.२३
ब-९५	१	तळ + ७	२०७२.२३
ब-९६	१	तळ + ७	२०७२.२३
ब-९७	१	तळ + ७	२०७२.२३
ब-९८	१	तळ + ७	२०७२.२३
ब-९९	१	तळ + ७	२०७२.२३
ब-१००	१	तळ + ७	२०७२.२३



ट न न १०  
३६०४७.१० चौ.मी.  
५३६  
२२-६०

- १८) बांधकाम साहित्य रस्त्यावर व सार्वजनिक ठिकाणी ठेवता येणार नाही. याबाबतचे उल्लंघन झाल्यास महानगरपालिकेकडून आपणाविष्यद दंडात्मक कार्यवाही करण्यात येईल.
- १९) इमारतीचे बांधकामाबाबत व पूर्णात्वाबाबत नियमावलीतील बाब क्रं. ४३ ते ४६ ची काटेकोरपणे अंमलबजावणी करण्याची संपूर्ण जबाबदारी विकासक, वास्तुविशारद, स्ट्रक्चरल अभियंता, बांधकाम पर्यवेक्षक व धारक यांची राहिल.
- २०) महानगरपालिकेने मंजूर केलेले बांधकाम नकाशे व बांधकाम प्रारंभ पत्र रद्द करण्याची कार्यवाही खालील बाबतीत करण्यात येईल व मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ व महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या तरतुदीनुसार संबंधितांविष्यद विहित कार्यवाही करण्यात येईल.
- १) मंजूर बांधकाम नकाशाप्रमाणे बांधकाम न केल्यास.
  - २) मंजूर बांधकाम नकाशे व प्रारंभ पत्रातील नमुद सर्व अटी व शर्तीचे पालन होत नसल्याचे निदर्शनास आल्यास.
  - ३) प्रस्तावित जागेचे वापरात महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ व इतर अधिनियमान्वये प्रस्तावाखालील जागेच्या वापरात बदल होत असल्यास अथवा वापरात बदल करण्याचे नियोजित केल्यास.
  - ४) महानगरपालिकेकडे सादर केलेल्या प्रस्तावात चुकीची माहिती व विधी ग्राह्यता नसलेली कागदपत्रे सादर केल्यास व प्रस्तावाच्या अनुषंगाने महानगरपालिकेची दिशाभूल केल्याचे निदर्शनास आल्यास या अधिनियमाचे कलम २५८ अन्वये कार्यवाही करण्यात येईल.
- २१) प्रस्तावीत इमारतीमध्ये तळमजल्यावर स्टिल्ट (Stilt) प्रस्तावीत केले असल्यास स्टिल्टची उंची मंजूर बांधकाम नकाशाप्रमाणे ठेवण्यात यावी व या जागेचा वापर वाहनतळासाठीच करण्यात यावा.
- २२) मंजूर विकास योजनेत विकास योजना रस्त्याने / रस्ता रंदीकरणाने बाधित हाणारे क्षेत्र ७२१६.५० चौ.मी. महानगरपालिकेकडे हस्तांतर केले असल्याने व ह्या हस्तांतर केलेल्या जागेच्या मोबदल्यात आपणांस अतिरिक्त चटई क्षेत्रांचा लाभ/ मंजूर करण्यात आली असल्याने सादरचे क्षेत्र कायमस्वरूपी खुले, मांकळे, अरुणेणांविष्यद ठेवण्याची जबाबदारी विकासकाची राहिल. तसेच या जागेच्या मालकी हक्क इतरांकडे कोणत्याही परिस्थितीत व केव्हाही वर्ग करता येणार नाही. तसेच या क्षेत्राचा इतरांकडून मोबदला आपणांस इतर संबंधितास व धारकास स्विकारता येणार नाही.
- २३) मंजूर बांधकाम नकाशातील १५.० मी. पेक्षा जास्त उंचीचे इमारतीचे अग्निप्रामाण व्यवस्थेबाबत सक्षम अधिका-याचे 'ना हरकत प्रमाणपत्र' सादर करणे निकट आहे.
- २४) मंजूर रेखांकनाच्या जागेत विद्यमान इमारत तोडण्याचे प्रस्तावीत केले असल्यास विद्यमान बांधकामक्षेत्र महानगरपालिकेकडून प्रमाणीत करून घेतल्यानंतर विद्यमान इमारत तोडून नवीन बांधकामास प्रारंभ करणे बंधनकारक आहे. ४३-२०
- २५) प्रस्तावातील इमारतीचे बांधकाम पूर्ण झाल्यानंतर नियमाप्रमाणे पूर्ण झालेल्या इमारतीस प्रथम वापर परवाना प्राप्त करून घेणे व तदनंतरच इमारतीचा वापरासाठी वापर करणे अनिवार्य आहे. महानगरपालिकेकडून वापर परवाना न घेता इमारतीचा वापर चालू असल्याचे निदर्शनास आल्यास वास्तुविशारद, विकासक व धारक यांच्यावर व्यक्तीशः कायदेशीर कार्यवाही करण्यात येईल.

- २६) पुर्नविकसीत / नव्याने पुर्ण होणा-या इमारतीमध्ये विद्यमान रहिवाशांना सामावून घेण्याची कायदेशीर जबाबदारी वास्तुविशारद, विकासक व धारक यांची राहिल. याबाबतची सर्व कायदेशीर पुर्तता ( विकासकाने रहिवाशांसोबत करावयाचा करारनामा व इतर बाबी) विकासकाने /धारकाने करणे बंधनकारक राहिल. या मंजूरीची मुदत दि.२२.११.०६ पासून दि.२०.०१.०७ पर्यंत राहिल. तदनंतर महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे तरतुदीनुसार विहित कालावधीसाठी नुतनीकरण करण्यात येईल अन्यथा सदरची मंजूरी कायदेशीररीत्या आपोआप रद्द होईल.
- २७) यापूर्वीचे पत्र क्र. मिभा/मनपा/नर/१८९/०५-०६, दि.२६/०७/०५ अन्वये देण्यात आलेली मंजूरी रद्द करण्यात येत आहे.
- २८) सदरच्या आदेशातील नमूद अटी व शर्तीचे पालन करण्याची जबाबदारी अर्जदार, वास्तुविशारद, विकासक, अधिकार पत्रधारक, बांधकामपर्यवेक्षक स्ट्रक्चरल अभियंता व धारक यांची राहिल.
- २९) जागेवर रेन वॉटर हार्वेस्टिंगची व्यवस्था करणे तसेच अग्निशमन व्यवस्था करणे व त्याबाबत महानगरपालिकेचे अग्निशमन विभागाकडील नाहरकत दाखला सादर करणे आपणावर बंधनकारक राहिल.
- ३०) प्रस्तावित इमारतीसाठी भोगवटा दाखल्यापूर्वी सौर उर्जा वरिल पाणी गरम करण्याची व्यवस्था (सोलार वॉटर हिटिंग सिस्टीम) बसवून कार्यान्वीत करणे आपणावर बंधनकारक राहिल.
- ३१) रखांकनातील दर्शविलेल्या ॲमिनीटी ओपन स्पेस हस्तांतरित करणे आपणावर बंधनकारक राहिल.

मनपा/नर/१२५८/२००६/०५५

दि. २९/७/२००६

- सावधान -

"नगर बांधकाम नकाशे : पालन पत्रात नमूद अटी व शर्तीचे पालन न करता बांधकाम केल्यास व नियमावलीनुसार आवश्यक असलेल्या परवानग्या न घेता बांधकाम करणे व वापर करणे येकायदेशीर असून सदरहू बांधकाम अनधिकृत ठरते व अनधिकृत बांधकामाबाबत महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या तरतुदीनुसार दखलपात्र गुन्हा ठरून संबंधित व्यक्ती शिक्षेस पात्र ठरतात."



आयुक्त

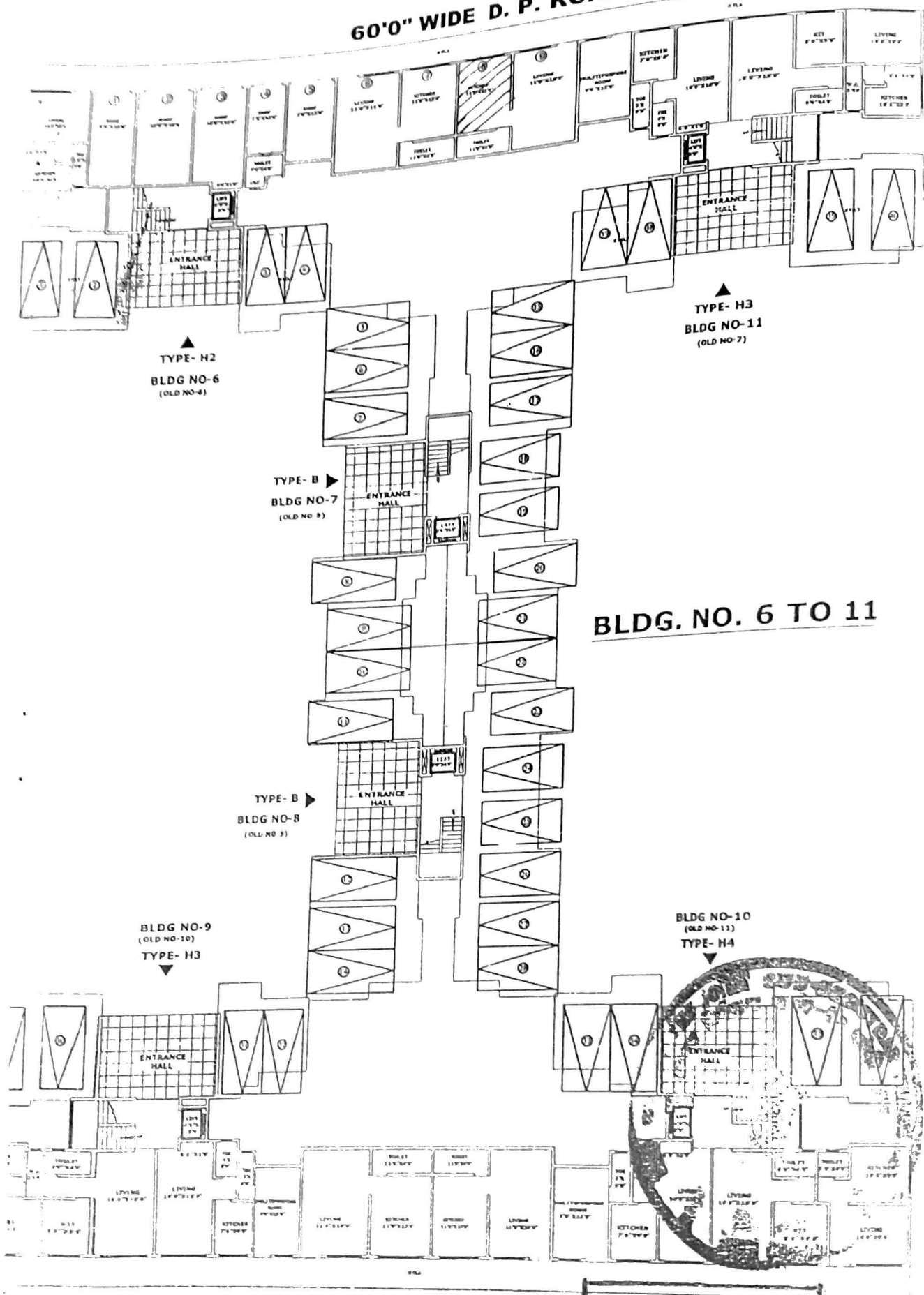
मिरा फाईदर महानगरपालिका



ट न न - १०
५३६
२४/७/०६



60'0" WIDE D. P. ROAD



BLDG. NO. 6 TO 11

40'0" WIDE INTERNAL ROAD  
GROUND FLOOR PLAN

ट न न-१०
५३६/१०००६
५९-६६

Plot No. : 8

Floor : GROUND

Bldg. No. : 6-11

Developers Sign. : \_\_\_\_\_