

Phone: 932480562

10/10

NAVIN KUMAR #

503/B

Aashirwad - 1

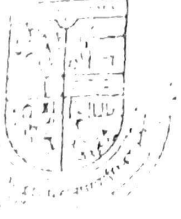
Poonam Sagar Complex

Mira Road #

Jhane - 401107

3

OC/Registration Society/valuation
attached



सं. क्र. १९७/२००३-०४/२००३/२००३/२००३/२००३

दि. २६/०७/२००३

मिरा भाईंदर महानगरपालिका

मुख्य कार्यालय भाईंदर

सदरनामिका भाईंदर महानगर मार्ग, भाईंदर (पश्चिम), ता. जि. ठाणे. ४०१ १०१

सं. क्र. १९७/२००३-०४/२००३-०४

दिनांक २६/०७/०३

- वाचते
- मि. भाईंदर महानगरपालिकाच्या कार्यालयाचा दि. ३२/१२/२००४ चा अर्थ
 - मि. भाईंदर महानगरपालिकाच्या कार्यालयाच्या दि. ०४/०९/२०००
 - मि. भाईंदर महानगरपालिकाच्या कार्यालयाच्या दि. ०४/०९/२०००
 - मि. भाईंदर महानगरपालिकाच्या कार्यालयाच्या दि. २७/०७/२०००
 - मि. भाईंदर महानगरपालिकाच्या कार्यालयाच्या दि. २६/०३/२००३
 - मि. भाईंदर महानगरपालिकाच्या कार्यालयाच्या दि. २६/०३/२००३
 - मि. भाईंदर महानगरपालिकाच्या कार्यालयाच्या दि. २६/०३/२००३
 - मि. भाईंदर महानगरपालिकाच्या कार्यालयाच्या दि. २६/०३/२००३
 - मि. भाईंदर महानगरपालिकाच्या कार्यालयाच्या दि. २६/०३/२००३
 - मि. भाईंदर महानगरपालिकाच्या कार्यालयाच्या दि. २६/०३/२००३

// भाग भोगवटा दाखला //

मिरा भाईंदर महानगरपालिका क्षेत्रातील मोजे - पेणकरपाडा, स.क्र. १९७, १९९, २००, २०१, २०२, २०३ व २०५ येथील प्रस्तावीत "सुमारागर" चा वरकूल प्रकल्पातील इमारत प्रकार "एल-२" प्रस्तावीत इमारत क्र. ५३, ५४ (आशिर्वाद-१) व एस-८ (शॉपिंग) चा तळ (पार्ट शॉपिंग) । ७ या स्वरूपाचे बांधकाम पत्र क्र. मिभा/मनपा/नर/२०६/३६५४/२००३-०४, दि. १९/०७/२००३ अन्वये मंजूर करण्यात आलेल्या नकाशा प्रमाणे पूर्ण झाल्या वावतया दाखला वारस्तुमिश्रादी मी अविभागा मन्त्रे अॅन्ड असो यांनी सादर केला आहे तरोच सक्त इमारतीचे बांधकाम जात्रीकदुपत्या योग्यते वावतया दाखला मे आर.जे. आशर व मे उमंग बिपिनचंद गांधी यांनी इमारतीच्या पूर्विय बावतया दाखला सादर केला आहे यारस्तव सदभीय क्र. ४ मधील अटीचे पालन करण्याच्या अटीवर उपरोक्त इमारत प्रकार "एल-२" प्रस्तावीत इमारत क्र. ५३, ५४ (आशिर्वाद-१) व एस-८ (शॉपिंग) चा वापर करणेस व सादर इमारतीस आवश्यक तेवढा विस्तृत पुरवठा होणेस महानगरपालिकाची हरकत नाही. शहरातील पाणी टंचाई लक्षात घेता आपणास नळ कनेक्शन मिळेलाय याची हमी महानगरपालिका देत नाही. सादरचा वापर परवाना हा मंजूर नकाशा, अनुज्ञेय वापर व मंजूर क्षेत्राच्या मर्यादेत आहे.



आयुक्त

मिरा भाईंदर महानगरपालिका

पत - १) विकासक
२) कर विभाग

SHARE CERTIFICATE NO. 7815

THE THANE DISTRICT CO-OPERATIVE HOUSING FEDERATION LIMITED

(Registered under The Maharashtra Co-operatives Societies Act 1960)

AUTHORISED SHARE CAPITAL Rs. 15,00,000
DIVIDED INTO
3,000 SHARES OF Rs. 500 EACH

Number of share One

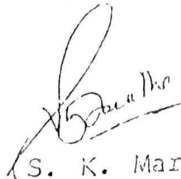
Member's Registration No. 7815

This is to certify that Aashirwad-1 Co-operative Housing Society Ltd.,
Building No. 53/54, Poonam Sagar Complex, Mira Road (E). of Mira Road

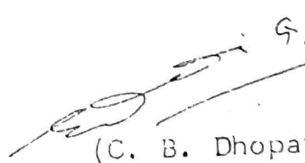
is a Registered Holder of One Share of Rs. 500/- (Rupees Five Hundred Only) numbered
T/7815 of THE THANE DISTRICT CO-OPERATIVE HOUSING FEDERATION LIMITED,
THANE subject to the Bye-laws of the Federation and that upon the said Share, the sum of Rs. 500/-
(Rupees FIVE HUNDRED only) has been paid.

Given under the Common Seal of the Federation Thane this 31st day of January, 2008.

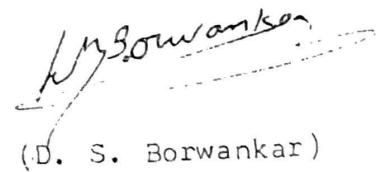



(S. K. Marathe)

HONORARY TREASURER


(C. B. Dhopate)

HONORARY SECRETARY


(D. S. Borwankar)

CHAIRMAN



संस्कृतम्

महाराष्ट्र शासन

नोंदणीचे प्रमाणपत्र

क्रमांक टी.एन.ए./ (टी.एन.ए.)/एचएसजी/(टिर्नी)/१७०५९/२००५-२००६/सन २००५

या प्रमाणपत्राद्वारे प्रमाणित करण्यात येते की.

आशिर्वादि - १ को-ऑपरेटिव्ह हौसिंग सोसायटी लि.,

सर्वे नं. २०५ (पार्ट), २०३, पुनम सागर कॉम्प्लेक्स बि. नं. ५३/५४,

व्हीलेज पेणकर पाडा, मिंग रोड (पूर्व) ता. जि. ठाणे

ही संस्था महाराष्ट्र सहकारी संस्थांचे अधिनियम १९६० मधील (सन १९६१ चा महाराष्ट्र अधिनियम क्रमांक २४) कलम १ (१) अन्वये नोंदणी क्रमांक टी.एन.ए./ (टी.एन.ए.)/एचएसजी/(टिर्नी)/१७०५९/सन २००५, दि. १६/१२/२००५ ने नोंदण्यात आलेली आहे.

उपनिर्दिष्ट अधिनियमाच्या कलम १२ (१) अन्वये महाराष्ट्र सहकारी संस्थांचे नियम १९६१ मधील नियम क्रमांक १० (१) अन्वये वर्गीकरण " गृहनिर्माण संस्था " असून उपवर्गीकरण " भाडेकरू सहभागदार गृहनिर्माण संस्था " असे आहे.

कार्यालयीन मोहोर :

स्थळ :- ठाणे

दिनांक :- १६/१२/२००५



(व्ही. डी. गावडे)

उपनिबंधक,

सहकारी संस्था, ठाणे तालुका, ठाणे



October 13 2003

2:25:55 PM

Original

नों:णी 39 म

Regn 39 M

पावती

पावती क्र. : 4928

दिनांक 13/10/2003

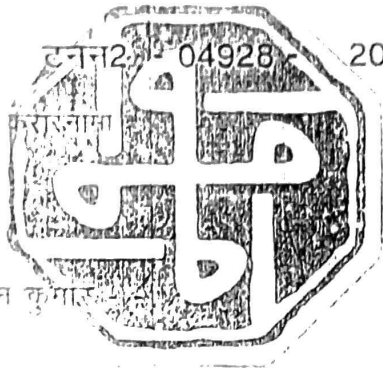
गावाने नाव पाणकराचें नाव

दस्ताऐवजाचा अनुक्रमांक

डनन2-04928-2003

दस्ता ऐवजाचा प्रकार

कराराचें नाव



सादर करणाराचे नाव: श्री नवीन कुमार

नोंदणी फी :- 8920.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),
रुजयात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (63) :- 1260.00

एकूण रु. 10180.00

आपणास हा दस्त अंदाजे 3:40PM हा वेळेस मिळेल

दुय्यम निबंधक

द्वारे 2

दुय्यम निबंधक यांचे फ. २

बाजार गुल्य: 891466 रु. मोवदला: 751290 रु.

भरलेले मुद्रांक शुल्क: 32300 रु.

**मूळ दस्त परत
मिळाला**

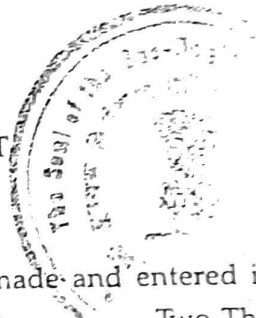


१) पक्षकाराचे नाव Alavin Kumar
 २) पावती क्र. 129385
 ३) खत क्र. 129 दिनांक 9/10/20

दस्तावेज-२
दस्त क्रमांक <u>25/2003</u>
<u>9/13</u>

प्रोगर ऑफीसर

AGREEMENT



ARTICLE OF AGREEMENT made and entered into at Mira Road, on this 12th day of Oct, Two Thousand and Thousand Between
 MR. HITESH K. SHAH, Proprietor of M/s. H. K. ENTERPRISE, having his Office at E - 8, 004, Poonam Sagar Complex, Opp. Sector No. 9, Shanti Nagar, Mira Road (East), Thane 401 107, hereinafter called "THE BUILDER" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his successor and assigns) of the ONE PART and Mr./Mrs./Miss/M/s. Alavin Kumar

B
Alavin

adult, Indian inhabitant residing at Flat NO- 404,
Block NO- 9/23, Sector-3 Shanti Nagar,
Mira Road (East) Dist. Thane. 401107

Rs - 323000 Pay two thousand Three hundred

REGISTRAR OF CO-OP SOCIETIES
 MAHARASHTRA
 24831
 161099
 OCT 09 2007
 0032300
 PB1036



hereinafter called as "THE PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators and permitted assigns) of the other part;

AND WHEREAS under six Agreements, one of Shakuntala Vadilal Shah dated 10th January, 1984 and the rest of 23rd July, 1984 in respect of lands in Village Mira and Bhayander, the owners of the lands Shri Kumarpal Vadilal Shah, Shri Navinchandra Vadilal Shah, Smt. Shankuntala Vadilal Shah, Smt. Nirmla Vadilal Shah, Shri Vasantlal Vadilal Shah and Smt. Madhubala Vadilal Shah collectively referred to as "The Original Owners" granted to M/s. Shantistar Builders (hereinafter referred to as "The Developers") the sole and exclusive right to develop the land more particularly described in the schedule thereunder written and on the terms and conditions therein set out and the said M/s. Shantistar Builders made full payment of the consideration moneys payable to them.

AND WHEREAS the original owners also executed in favour of the nominees of the said Developers separate Irrevocable Genral Power of Attorney to do all acts, deeds and things necessary for development of lands including the lands more particularly described in the Schedule hereunder written.

AND WHEREAS by an Agreement dated 11th October, 1988 the said Developers granted Shri Harshad Poonamchand Doshi the right to develop all that piece or parcel of land more particularly described under the Schedule thereunder and written to construct buildings thereon in the manner and on the Terms and Conditions set out in the Agreement/Power of Attorney executed by the Original Owner in favour of the said Developers and by the said Developers in favour of the said Builders.

AND WHEREAS by a Supplementary Agreement dated 22nd April, 1994 executed between Shri. Amrit Mohanlal Patel, the Party of the First Part and Shantistar Builders, the party of the Second Part therein and Shri

श्री अमृत मोहनलाल पटेल
21/04/1994
2183



Anil Agarwal and Shri. Narendra Agarwal jointly the Party of the Third Part therein and under this Agreement The party of the Third Part entitled entirely to the portion of the Lands more particularly described in the First Schedule thereunder written.

AND WHEREAS by an Agreement dated 25th February, 1997 M/s. Anil Builders and Developers represented by its proprietor Shri Anil Agarwal and M/s. N. G. Builders and Developers represented by its proprietor Shri Narendra Gupta jointly called the Vendors therein and granted to Shri Harshad Poonamchand Doshi the rights to develop all the piece and parcel of the land more particularly described in the First Schedule thereunder written including the Land described in the first schedule thereunder written comprising land bearing Mira survey No. 203, to construct buildings thereon in the manner and on the terms and conditions set out in the agreement / power of attorney by the original owner in favour of the developers and by the developers in favour of the vendor and by the vendor in favour of the said builder.

AND WHEREAS by an Agreement dated 23rd April, 1997 M/s. Anil Builders and Developers represented by its proprietor Shri Anil Agarwal and M/s. N. G. Builders and Developers represented by its proprietor Shri Narendra Gupta jointly called the Vendors therein and granted to Shri Harshad Poonamchand Doshi rights to develop all the piece and parcel of the land more particularly described in the First Schedule thereunder written including the Land described in the first schedule hereunder written comprising land bearing Mira survey no. 201 (Part), 202 (Part) and 205 (Part) to construct buildings thereon in the manner and on the terms and conditions set out in the agreement / power of attorney by the original owner in favour of the developers and by the developers in favour of the vendeor and by the vendor in favour of the said Shri Harshd Poonamchan Doshi & his Nominees

AND WHEREAS by an Agreement for development rights, Dated 18th October 2002 said Shri Harshad Poonamchand Doshi, Proprietor of



Unique Star Construction granted development rights to M/s. H. K. Enterprise building herein to develop said building known as "Ashirwad" as per terms and conditions contained therein and more particularly discribed in the schedule thereunder written.

AND WHEREAS the builders made due payment of the consideration amount to the said Shri Harshad Poonamchand Doshi as per the terms & conditions contained in the agreement for development right dated 18th October 2002.

AND WHEREAS the said Shri Harshad Poonamchand Doshi have executed in favour of the nominees of the Builders and Irrevocable General Power of Attorney as also caused to be executed a Deed of substitution appointing the nominees of the said Builders and substitutes to do all acts, deeds and things necessary for development of said lands and to exercise the Power conferred by the Original Owner on the nominees of the said Developers and by the said developers on the nominee of the vendors;

AND WHEREAS as a result of the Urban Land (Ceiling and Regulation) Act, 1976 (hereinafter referred to as "the Ceiling Act") which came into force in the State of Maharashtra on the 17th February, 1976 the Original Owner was not entitled to hold any vacant land in excess of the ceiling limit except as otherwise provided in the Ceiling Act;

AND WHEREAS Housing and Special Assistant, Department of Government of Maharashtra vide their approval No. ULC/TA/ATP/order Sec. 20/SR-958 / Thane / 2000 Dt. 4-9-2000 and another approval No. ULC/TA/ATP/order Sec. 20/SR-957 / Thane / 2000 Dt. 4-9-2000 of the Ceiling Act, Allowed the owner of the land to continue to hold the vacant land including the land of original owner described in the schedule First hereunder written subject to the terms and conditions contained in the order hereinabove recited (hereinafter referred to as "The Exemption Order")

AND WHEREAS the Builders are developing Bld. known as Ashirwad in project known as "POONAM SAGAR COMPLEX" on the said

दस्तावेज क्र. 20/11/007

०१६३



land residential cum commercial building of ground and six or seven more upper floors and constructing Building known as Ashirwad (referred to as "the said building") on a portion of the said land more particularly described in the Schedule hereunder written (hereinafter referred to as "the said land").

AND WHEREAS the Builders have entered into standard Agreement with an Architect registered with a Council of Architects and such Agreement is as per the agreement prescribed by the Council of Architects and whereas the Builders have appointed a Structural Engineer for preparation of the structural designs and drawings of the said building and the Builders accept the professional supervision of the Architect and structural engineer till the completion of the said building.

AND WHEREAS the Builders are not the agents of the Original Owner and their nominees for the purpose of construction of buildings and sale and disposal of the premises therein .

AND WHEREAS by virtue of Development Agreements the Builders alone have the sole and exclusive right at their own risk and cost to sell the flats/shops/offices/showrooms/godowns/garage/open parking spaces, etc; in the said building to be constructed by the Builders on exempted land, and also at their own risk and cost to enter into Agreements with the Purchasers of such premises and to receive the sale price in respect thereof.

AND WHEREAS the Purchaser demanded from the Builders and the Builders have given inspection to the Purchaser of all the documents of title relating to the said land, the said Order, the Development Agreement/Power of Attorney, and the plans, designs and specifications prepared by the Builder's Architects and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Construction, Sale, Management of Transfer) Act. 1963 (hereinafter referred to as "the said Act") and the Rules made thereunder from time to time.

AND WHEREAS copies of the Certificate of Title by the Advocate of



the Builders and Extract of Village forms VII/XII showing the nature of the title of the Original Owner/Builders to the said land on which the flats/shops/godowns/garages etc., are constructed or are to be constructed and the plans and specification of the said premises agreed to be purchased by the Purchaser duly approved by the concerned local authority have been annexed hereto and marked Annexured "A", "B" and "C", respectively;

AND WHEREAS the Builders have obtained approval from the concerned local authorities, the plans and other details of the said Buildings;

AND WHEREAS while sanctioning the said plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Builders while developing the said land and constructing said building and upon due observance and performance of which only the completion and occupation Certificate in respect of the building shall be granted by the concerned local authority.

AND WHEREAS the Builders accordingly shall construct the said Building in accordance with the said plans;

AND WHEREAS the Purchaser applied to the Builders for allotment to the Purchaser of one Flat/Shop/Office No. B-507 on 4th floor and open parking space/garage No. _____ of the said building on the said land forming part of Housing Project known as "POONAM SAGAR COMPLEX" and the said building known as "Ashirwad" of the said builders.

AND WHEREAS relying upon the said application, the Builders agreed to sell to the Purchasers the said premises at the price and on the Terms and Conditions hereinafter appearing;

AND WHEREAS under section 4 of the said Act the Builders are required to execute a written Agreement for sale of the said premises to the Purchaser 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 FOLLOWS :-

1. The Builders has acquired the right to sell the Flat No. B-502 in Building No. 1 known as Ashirwad consisting ground and Seven upper floors on the said land more particularly described in the Schedule first hereunder written and forming part of the said housing project known as "POONAM SAGAR COMPLEX" in accordance with plans/designs and specifications approved by the purchaser, with only such modifications as the Builders may consider necessary or as may be required by the local authority and/or the Government to be made therein.

Provided that the Builders shall have to obtain prior consent in writing of the Purchaser in respect of such variations or modifications which may adversely affect the said premises of the purchaser.

2. The Purchaser hereby agrees to purchase from the Builders and the Builders hereby agree to sell to the Purchaser, flat No. B-502 of carpet area admeasuring 564 sq. feet approximately (Which is inclusive of ~~the area of balconies~~) on the 5th floor in building known as "Aashirwad" as shown on the floor plan thereof hereto annexed and Open Parking Space/Garage No. — (hereinafter referred to as "the said premises" in Building No. 1 on the said land and forming part of "POONAM SAGAR COMPLEX" for the price of Rs. 751,290/- (Rupees Seven lakh Fifty one Thousand Two Hundred Ninety only), The Purchaser has already paid to the Builders a sum of Rs. 25,000/- (Rupees Twenty Five Thousand only) as part payment of the purchase price on or before execution of this Agreement and hereby agrees to pay to the Builders the balace amount of purchase price in the following manner :-

- | | | |
|----|----------------------|-------------------------------------|
| 1. | Rs. <u>323,760/-</u> | on or before completion of Plinth |
| 2. | Rs. <u>35,000/-</u> | On or before laying of First Slab. |
| 3. | Rs. <u>35,000/-</u> | On or before laying the Second Slab |
| 4. | Rs. <u>35,000/-</u> | On or before laying of Third Slab. |

Handwritten notes and signatures in a box on the right side of the payment schedule, including the number '20' and '0183'.



5. Rs. 35,000/- /- On or before laying of Fourth Slab.
6. Rs. 35,000/- /- On or before laying of Fifth Slab.
7. Rs. 35,000/- /- On or before laying of Sixth Slab.
8. Rs. 35,000/- /- On or before laying of Seventh Slab.
9. Rs. 35,000/- /- On or before laying of Eighth Slab.
10. Rs. 14,000/- /- On or before Completion of External Walls
11. Rs. 14,000/- /- On or before Completion of Internal Walls
12. Rs. 14,000/- /- On or before Completion of External Plaster
13. Rs. 14,000/- /- On or before Completion of Internal Plaster
14. Rs. 28,000/- /- On or before Completion of Flooring
15. Rs. 28,000/- /- On or before Completion of Sanitary Fitting and Plumbing
16. Rs. 35530/- /- at the time of Occupation of the said premises.

3. The Builders hereby agree to observe, perform and comply with all the terms conditions, stipulations and restrictions, if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the said premises to the Purchaser, obtains occupation and/or completion Certificate in respect of the said premises from the concerned local authorities

4. The Builders hereby declare that the floor space index approved and availed in respect of the said Building is — sq. meters only out of the total F.S.I. of the layout of "POONAM SAGAR COMPLEX" and that no part of the said floor space index has been utilised by the Builders elsewhere for any purpose whatsoever. The Builders further declare that they have not utilised any floor space index of any other land or property by way of floating floor space index while developing the said land. The residual F.S.I in the

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said land not consumed will be available to the Builders till the registration of Society whereas after registration of the Society the residual F.S.I shall be available to the Society/Limited Company.

5. The Builders hereby agree that they shall, before handing over possession of the said premises to the Purchaser and in any event before execution of sub-lease/assignment of lease of the land in favour of a corporate body to be formed the Purchasers of premises in the building to be constructed on the said land (hereinafter referred to as "the Society/Limited Company") make full and true disclosure of the nature of their title to the said land as well as encumbrances, if any, including any right, title interest or claim of any party in or over the said land and shall, as far as practicable, ensure that the said land is free from all encumbrances and that the Original Owner has absolute, clear and marketable title to the said land so as to enable the Original Owner to convey to the said Society/Limited Company such absolute clear and marketable title on the execution of sub-lease/assignment of lease of the said land by Builders in favour of the said Society/Limited Company.

6. The Purchaser agrees to pay to the Builders interest at 21 percent per annum on all the amounts which become due and payable by the Purchaser to the Builders under the terms of this agreement from the date the said amount is payable by the Purchaser to the Builders.

7. On the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Builders under this Agreement (including his/her proportionate share of taxes levied by the concerned local authority and other outgoing) and on the Purchaser committing breach of any of the terms and conditions herein contained the Builders shall be entitled at their own option to terminate this agreement.

Provided always that the power of termination herein before contained shall not be exercised by the Builders unless and until the Builders shall have given to the Purchaser fifteen days prior notice in writing of their

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intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Purchaser in remedying such breach or breaches within a reasonable time after the giving of such notice.

Provided further that upon termination of this Agreement as aforesaid the Builders shall refund to the Purchaser the installments of sale price of the said premises which may till then have been paid by the purchaser to the Builders after deduction of all commitments and obligations of the Builder and the Builders shall not be liable to pay to the Purchaser any interest on the amount so refunded and upon termination of this agreement and refund of aforeside amount by the Builders, the Builders shall be at liberty to dispose of and sell the said premises to such person and at such price as the Builders may in their absolute discretion think fit.

8. The fixture fittings and amenities to be provided by the Builders in the said premises and the said building are those that are set out in Annexure 'D' annexed hereto.

9. The Builders shall give possession of the said premises to the Purchaser on or before 9th day of JUNE 2004. If the Builders fail or neglect to give possession of the said premises to the Purchaser on account of reasons beyond their control and/or of their agents as per the provisions of section 8 of the Maharashtra Ownership Flats Act, by the said aforesaid date or the date or dates prescribed in Section 8 of the said Act, then the Builders shall be liable on demand to refund to the Purchasers the amounts already received by them in respect of the said premises without interest. Provided that by mutual consent it is agreed that dispute whether the stipulations specified in Section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount is refunded by the Builders to the Purchaser they shall, subject to prior encumbrances, if any, be a charge on the said land as well as the construction or building in which the said premises are situated or were to

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the situated; Provided that the Builders shall be entitled to reasonable extension of time for giving delivery of the said premises on the aforesaid date, if the completion of building in which the said premises is to be situated is delayed on account of :

- i) non-availability of steel, cement, other building material, water or electric supply.
- ii) War, civil commotion or act of God;
- iii) any notice order, rule, notification of the government and/or other public or competent authority.

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

Provided that if within a period of three years from the date of handing over the said premises to the Purchaser the Purchaser brings to the notice of the Builders any defect in the said premises or the building in which the said premises are situated or the material used therein or any unauthorised change in the construction of the said building then wherever possible, such defects or unauthorised changes shall be rectified by the Builders at their own cost and in case it is not possible to rectify such defects or unauthorised changes, then the Purchasers shall be entitled to receive from the Builders reasonable compensation for such defect or change.

11. The Purchaser shall use the said premises or any part thereof or permit the same to be used only for purpose of residence/shop/office/showroom/godown, as the case may be, and shall use the garage or parking space only for purpose of keeping or parking the Purchaser's own vehicle.

12. The Purchaser along with other purchasers of premises in the building shall join in forming and registering the society or a Limited Company to be known by such name as the Purchasers may decide:

दस्तावेज क्र. २१/१९८३



Provided that the name "Ashirwad" shall always form part of the name of the Society/Limited Company. The Purchaser for the purpose of formation and registration of the Society/Limited company shall also from time to time sign and execute the application for registration and / or membership and other papers and documents necessary for the formation and the registration of the society or Limited Company and for becoming a member including the bye-laws of the proposed Society and duly fill in, sign return to the Builders within two days of the same being forwarded by the Builders to the Purchaser, so as to enable Builders to register the organisation of the Purchasers under Section 10 of said Act within the time limit prescribed by rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Rules, 1964. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws or the memorandum and/or Articles of Association as may be required by the Registrar of Co-Operative Societies or the Registrar of Companies as the case may be or any other Competent Authority.

13. Unless it is otherwise agreed to by and between the parties hereto the Builders shall within one year of registration of the Society or limited company as aforesaid and the sale and disposal of all the flats and other premises in the Building, whichever is later, cause to be transferred to the Society of Limited company all the right, title and the interest of the Original Owner/Builders in the said land together with the building by obtaining or executing the necessary sub-lease or assignment of lease of the portion of the land underneath the said building and land appurtenant (or to the extent as may be permitted by the authorities) and transfer of the said building in favour of such society or limited Company as the case may be. Such sub-lease or assignment of lease and transfer of building shall be in keeping with the terms and provisions of this Agreement.

14. Within a week after notice in writing is issued by the Builders 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 (as per

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Agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post A.D. / Under Certificate of Posting at his / her address specified below :

Viz Havin Kumar
Flat No-104, Block No-EC-23
Sector-3, Shastri Nagar M.P.C.
Post Thane

44. In case of any change in address the Purchaser shall forthwith notify the same to the builders and if the Purchaser commits default in communicating the new address the Purchaser alone will be responsible for non receipt of any communication from the Builders and any such communication shall be deemed to be received by the Purchaser.
45. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space on front of or adjacent to terrace flats in the said building, if any, shall belong exclusively to the respective purchasers of the terrace flat and such terrace space are intended for the exclusive use of the respective terrace flat Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Builders on from the society or as the case may be the Limited Company.
46. This Agreement shall always be subject to the provisions of the Maharashtra ownership Flats Act. 1963 and the rules made

20/2/2023
28/1/23



thereunder.

47. The Purchaser shall pay 2% of the purchase price as brokerage to the selling agents appointed by the Builders.
48. The Purchasers shall pay all other taxes and rates payable on this agreement to any local, state and central government.
49. The Builder has brought to the notice of the purchaser and their assignee/s and nominee/s that the builder has already sold, transferred, assigned, bartered, exchanged and ventured all rights or deemed rights accrued, accruing and to be accrued of all Electronic Media, franchise, cable network, Hotline, T.V. Satellite, Roaming Facility telephone, wireless, E-Commerce,, B2B, B2C, internet and all other forms used to transmit, show, exhibit any programmes, services, business, commerce and entertainment in favour of Shri Harshad Poonamchand Doshi.

Harshad Poonamchand Doshi



20/03/2003
20/03



THE SCHEDULE ABOVE REFERRED TO

All that piece or parcel of leasehold or ground situated, lying and being at village Penkarpada, previously known as village Mira, Dist. Thane. within the limits of Mira Bhayander Municipal Corporation and in Registration Sub-District and District of Thane of lands bearing the following Survey Nos. 203 & 205 (P)

Village	Survey No.	Area (sq.yards)
Penkarpada	203	24690
----- -----	205 (P)	7190
Total sq. yards		31880




IN WITNESS WHEREOF the parties hereto have hereinto set and subscribed their respective hands the day and year first hereinabove written.

25/12/2007
25/12/07



SIGNED AND DELIVERED)
 by the withinnamed Builders)
 M/s. H. K. ENTERPRISE)
 through it's Proprietor)
 Mr. Hitesh K. Shah)
 in the presence of

For H. K. ENTERPRISE
Hitesh K. Shah
 Proprietor

i)

ii)

SIGNED AND DELIVERED)
 by the withinnamed Purchaser)
 Shri/Smt./Messers)
 NAVIN KUMAR)
)
)
 in the presence of

Navin Kumar



i)

ii)

2023-24
2023-24
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SURESH D. SUTAR
B.A., LL.B., D.L.L.
ADVOCATE HIGH COURT.

OFFICE:
Bhawna Shantinagar CHS. Ltd.,
D-4/001, Sector No.4,
Shantinagar, Mira Road (E)
Dist. Thane-401 107.
Tel.No. 810 05 09

CORRESPONDENCE
Suyog Shantinagar CHS. Ltd
A-3, 44, Sector No.4,
Shantinagar, Mira Road (E),
Dist. Thane-401 107.
Tel. No 811 21 84.

13th December, 2002.

WHOMSOEVER IT MAY CONCERN.

THIS IS TO CERTIFY that as per papers produced before me by Shri Hitesh K. Shah, Proprietor of M/s. H.K. Enterprise having its office at E/8, 004, Poonam Sagar Complex, Opp. Sector No. 9, Mira Road (E), Dist. Thane-401 107, carrying on construction on plot of land bearing Survey No. 205 (P) and 203 all situated at Mira. Tal. & Dist. Thane within the jurisdiction of Mira Bhayander Municipal Corporation (hereinafter referred to as "The Said Property") I have investigated the title of the Original Owner SMT. SHAKUNTALA VADILAL SHAH for Survey No. 205(P) of Village Mira and SMT. MAHDUBALA VADILAL SHAH for Survey No.203 at Village Mira

By an Agreement dated 26th December, 1976, the said Original Owners along with seven other assigned their rights, title and interest in the property in the Schedule there-under written including the said property in favour of SHRI AMRIT MOHANLAL PATEL Proprietor of STAR BUILDERS on terms and conditions contained therein.

By a joint venture Agreement dated 3rd July 1981, the said AMRIT MOHANLAL PATEL of STAR BUILDERS and SHANTI BUILDERS, a partnership firm jointly agreed to develop properties more particularly described in Schedule there-under written including the said property in the name and style of SHANTI STAR BUILDERS.

The said Original Owner SMT. SHAKUNTALA VADILAL SHAH executed separate Agreement for sale dated 10th January, 1984 and the said Original Owner SMT. MADHUBALA VADIAL SHAH executed separate Agreement for sale dated 23rd August 1984 both in favour of M/S. SHANTISTAR BUILDERS in respect of land held

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by each of them including the said property and each of them admitted having received payment in full of agreed consideration amount.

By deed of Partnership dated 16th April, 1986, the said AMRIT MOHANLAL PATEL and LALIT LILADHAR DHOLAKIYA joined as Partners under the name and style of Sun-N-Star Builders on the terms and conditions contained therein. In respect of the rights, title and interest of AMRIT MOHANLAL PATEL in the properties therein set out including the said property.

By an Agreement dated 19th November, 1986, the said AMRIT MOHANLAL PATEL retired from the joint venture of M/S. SHANTISTAR BUILDERS and received in full and final settlement all those piece and parcel of that land more particularly described in the Second Schedule there-under written which is inclusive of the above-said property.

Pursuant to the said Partnership of M/s. Sun-N-Star Builders all the development rights, title and interest of the said AMRIT MOHOANLAL PATEL in the Property received on account of settlement Retirement from SHANTI STAR BUILDERS in the Partnership Sun-N-Star Builders.

By a joint venture dated 17th January, 1987, between SHRI AMRIT MOHALAL PATEL of the One Part and SHRI LALIT DHOLAKIYA of Second Part both partners of Sun-N-Star Builders agreed to transfer on third right in the property in favour of SHRI NARENDRA GUPTA and SHRI ANIL AGRAWAL and agreed to carry out development of the said property jointly under the name of M/S. SUPER STAR BUILDERS on the terms and conditions contained therein.

By an Agreement dated 12th December, 1989, SHRI LALIT DHOLAKIYA assigned half of his one-third share in the property there-under written inclusive of the above said property to SHRI NARENDRA GUPA and SHRI ANIL AGARWAL on the terms and conditions contained therein.

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By further Agreement dated 5th March, 1992, SHRI LALIT DHOLAKIYA assigned the remaining half of his one-third share in the property there under written inclusive of the said property to SHRI NARENDRA GUPTA and SHRI ANIL AGRAWAL on the terms and conditions contained therein.

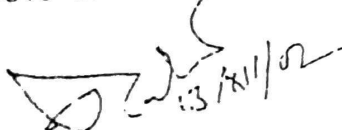
By an Agreement dated 25th June, 1990, SHRI AMRIT MOHANLAL PATEL assigned one-half share in the property there-under written to SHRI NARENDRA GUPTA and SHRI ANIL AGRAWAL on the terms and conditions contained therein.

By an Agreement dated 22nd April, 1994, between SHRI AMRIT MOHANLAL PATEL of the First Part, M/s. SHANTI STAR BUILDERS of the Second Part and SHRI ANIL AGRAWAL and SHRI NARENDRA GUPTA of the Third Part agreed for detailing and demarcating of the land of the Third Party inclusive of the said property was made in the terms and conditions contained therein.

By separate and diverse agreement dated 25th February, 1997, and 23rd April, 1997 the said M/S. ANIL BUILDERS & DEVELOPERS represented by its Proprietor the said ANIL AGRAWAL and M/S. N.G. BUILDERS AND DEVELOPERS represented by its Proprietor SHRI NARENDRA GUPTA agreed to transfer all their rights, title and interest in the said property to SHRI HARSHAD POONAMCHAND DOSHI, Proprietor of UNIQUE STAR CONSTRUCTIONS on the terms and conditions contained therein.

By an Agreement dated 18th October, 2002, and Irrevocable Power of Attorney dated 18-10-2002, executed by SHRI HARSHAD POONAMCHAND DOSHI, Proprietor of Unique Star Construction in favour of SHRI HITESH K. SHAH, the Proprietor of H. K. Enterprise transferring development rights on the terms & conditions contained therein.

In my opinion, the title of the above owners in the said property is marketable.


(S. D. SUTAR)
ADVOCATE

13/11/02
2002

मिरा भाईंदर महानगरपालिका
 मुख्य कार्यालय, भाईंदरा, ...
 तारखते दिनांक महाराष्ट्र राज्य, ...

मा.क्र.मि.भा./म.पा./नर/ 268/3898 2023-24

दिनांक: 20/08/2023

प्रति,
 गमीन/जागा मालक श्री. आयुषा दिनाथ रघोदेव वसुदेव
 अधिकार परपारक श्री. हिससे 1/6/1/1/1/1/1/1
 द्वारा - वास्तुविशारद मेसर्स वास्तुविशारद मेसर्स

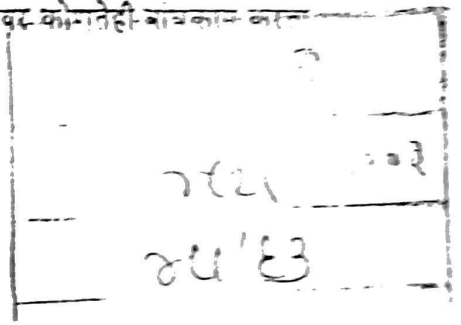
विषय: मिरा भाईंदर महानगर पालिका क्षेत्रातील नौजे 01/01/20 सर्वे क्र. 9810 या जागेत निवृत्त बांधकामास 9810/200/209 या जागेत निवृत्त बांधकामास 202/213/209/208/202 बांधकाम प्रारंभपत्र मिळणेबाबत

- संदर्भ: 1) आयुक्त दिनांक 24/03 चा अर्थ वास्तुविशारद मेसर्स
 2) मालकी नोंदी क्र. 9810/200/209 या जागेत निवृत्त बांधकामास 202/213/209/208/202 बांधकामास 24/03/2023 दिनांक 24/03/2023 मधील वास्तुविशारद मेसर्स
 3) ना.जिल्हाधिकारी हाणे यांचेकडील अर्जाबाबत वास्तुविशारद मेसर्स यांच्याकडून 24/03/2023 दिनांक 24/03/2023 मधील वास्तुविशारद मेसर्स
 4) वास्तुविशारद मेसर्स यांच्याकडून 24/03/2023 दिनांक 24/03/2023 मधील वास्तुविशारद मेसर्स

बांधकाम प्रारंभपत्र: (सुधारीत रेखांकन)


महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम 1966 च्या कलम 45 अन्वये व मुंबई प्रांतिक महानगर लष्क अधिनियम 1989 चे कलम 253, 254 (प्रकरण 12 सह) विकास कार्य करण्यासाठी / बांधकाम करण्यासाठी आपणां विसंती केले नुसार मिरा भाईंदर महानगर पालिका क्षेत्रातील नौजे 01/01/20 सर्वे क्र. 9810 या जागेतील रेखांकन, हमारतीचे बांधकाम नकाशांस हिरव्या रंगाने दुरुस्ती दर्शविण्याप्रमाणे खालील अटी व शर्तीचे अनुपालन आपणांक व्हावयाचे असून राहून ही मंजूरी देण्यात येत आहे:

- सदर भूखंडाचा वापर फक्त बांधकाम नकाशात दर्शविलेल्या बाबतासाठीच करण्याचा आहे.
- सदरची बांधकाम परवानगी आपणांस आपल्या हक्कात नसलेल्या जागेवर कोणतेही बांधकाम करणे येणार नाही.


24/08

- ३) मंजूर नकाशाप्रमाणे जागेवर प्रत्यक्ष मोजणी करून घेणेची आहे व त्याची जिल्हा निरीक्षक भूक अभिलेख ठरून घेणे प्रमाणात केलेली नकाशाची प्रत या कार्यालयाच्या अभिलेखाध्यक्ष दोन प्रतीमध्ये पाठविणेची आहे व त्यास मंजूरी घेणे आवश्यक आहे.
- ४) सदर भूखंडाची उपविभागणी नगर परिषदेच्या पूर्वपरवानगीशिवाय करता येणार नाही. तसेच मंजूर रेखांकनातील हमारती विक्रीत करण्यासाठी हतर/दुस-या विकासकास अधिकार दिल्यास / विकारासाठी प्राधिकृत 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 धारक व वास्तुविशारद जबाबदार राहिल.
- ५) या जागेच्या आजूबाजूला जे पुर्वीचे नकाशे मंजूर झाले आहेत त्याचे रस्ते हे सदर नकाशातील रस्त्यांशी प्रत्यक्ष मोजणीचे व सिमांकनाचे वेळी सुसंगत जुळणे आवश्यक आहे. तसेच या जागेवरील प्रस्तावीत होणा-या बांधकामास रस्ते संलग्न ठेवणे व सार्वजनिक वापरासाठी खुले ठेवणेची जबाबदारी विकासक/वास्तुविशारद / धारक यांची राहिल. रस्त्याबाबत व वापराबाबत आपली / धारकाची कोणतीही हरकत असणार नाही.
- ६) नागरी जनान 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 व हतर धारक यांची राहिल.
- ७) रेखांकनात / बांधकाम नकाशात हमारतीचे समोर दर्शविण्यात / प्रस्तावीत करण्यात आलेली सामासिक अंतराची जागा ही सार्वजनिक असून महानगरपालिकेच्या गालकीची राहिल व या जागेचा वापर सार्वजनिक रस्त्यासाठी / रस्ता रुंदीकरणासाठी करण्यात येईल. याबाबत अर्जदार व विकासक व हतर धारकाचा कोणताही कायदेशीर हक्क असणार नाही.
- ८) नालकी हक्काबाबतचा वाद उत्पन्न झाल्यास त्यास अर्जदार, विकासक, वास्तुविशारद, धारक व संबंधीत व्यक्ती जबाबदार राहतील. तसेच वरील जागेस पोच मार्ग उपलब्ध असल्याची व जागेच्या हद्दी जागेवर प्रत्यक्षपणे जुळविण्याची जबाबदारी अर्जदार, विकासक, वास्तुविशारद यांची राहिल. यामध्ये तफावत-निर्माण झाल्यास, भुखरीत, मंजूरी घेणे क्रमप्राप्त आहे.
- ९) मंजूर रेखांकनातील रस्ते ड्रेनेज व गटारे व खुली जागा (आर जी) अर्जदाराने / विकासकाने नगरपालिकेच्या नियमाप्रमाणे पूर्ण करून सुविधा सार्वजनिक वापरासाठी कायम स्वरुपी खुली ठेवणे बंधनकारक राहिल.
- १०) मंजूर रेखांकनातील हमारतीचे नियमावलीनुसार जोत्याचे प्रमाणपत्र प्राप्त केल्याशिवाय उर्वरित बांधकाम करण्यात येऊ नये.
- ११) हमारतीस उदवाहन, अग्निशामक, तरतुद, पाण्याची जमिनीवरील व हमारतीवरील अशा दोन टाक्या दोन हलकट्टीक पंपसेटसह तरतुद केलेली असली पाहिजे!
- १२) महानगरपालिका आपणांस बांधकामासाठी व पिण्यासाठी व हतर कारणासाठी पाणी पुरवठा करण्याची हमी देत नाही. याबाबतची सर्व जबाबदारी विकासक/धारक यांची राहिल. तसेच सांडपाण्याची सोय व मैलविसर्जनाची व्यवस्था करण्याची जबाबदारी विकासकाची/धारकाची राहिल.

- १३) अर्जदाराने स.नं, हि.नं, मोजे, नगरपालिका/ महानगरपालिका मंजूरी, बिल्डरचे नांव, आर्किटेक्टचे नांव, अतिरिक्त मंजूरी व इतर मंजूरीचा तापशील दर्शविणारा फलक प्रत्यक्ष जागेवर लावण्यात आल्यानंतरच इतर विकास कामास सुरुवात करणे बंधनकारक राहिल. तसेच सर्व मंजूरीचे मुळ कागदपत्र तपासणीसाठी /निरीक्षणसाठी जागेवर सर्व झालावधीसाठी उपलब्ध करून ठेवणे ही वास्तुविशारद व विकासक यांची संयुक्त जबाबदारी आहे. अशी कागदपत्रे जागेवर प्राप्त न झाल्यास तातडीने काम बंद करण्यात येईल.
- १४) मंजूर रेखांकनातील हमारतीचे बांधकाम करण्यापूर्वी मातीची चाचणी (Soil Test) घेऊन व बांधकामाची जागा भूकंप प्रयोग क्षेत्राचे अनुषंगाने सर्व तांत्रिक बाबी विचारात घेऊन (Specifically earthquake of highest intensity in seismic zone should be considered) आर.सी.सी. डिझाईन तयार करून संबंधीत महत्त्व अधिकार्यांची मंजूरी घेणे. तसेच हमारतीचे आयुष्यमान, वापर, बांधकाम चालू साहित्याचा दर्जा व गुणवत्ता व अग्नि क्षमता व बांधकाम नॅशनल बिल्डींग कोड प्रमाणे तरतुदी करून कार्यान्वीत करणे तसेच बांधकाम चालू असतांना तांत्रिक पहाणी करणे व मंजूर बांधकाम नकाशाप्रमाणे कार्यान्वीत करणे इ. साठी आवश्यक असलेली सर्व तांत्रिक व अंतांत्रिक कार्यवाही पूर्ण करून त्याची पालन करण्याची जबाबदारी अर्जदार / विकासक/सूचकर अथवा अभियंता/ वास्तुविशारद /बांधकाम पर्यवेक्षक/ धारक संयुक्तपणे राहिल.
- १५) रेखांकनातील जागेत विद्यमान झाडे असल्यास झाडे तोडण्यासाठी महानगरपालिकेची व इतर विभागांची पुर्व मंजूरी प्राप्त करणे बंधनकारक आहे. तसेच खुल्या जागेत वृक्षारोपण करण्यात यावे.
- १६) मंजूर बांधकाम नकाशा व जागेवरील बांधकाम यामध्ये तफावत असल्यास नियमावलीनुसार त्वरीत सुधारीत बांधकाम नकाशा मंजूर घेणे बंधनकारक आहे अन्यथा हे बांधकाम मंजूर विकास नियंत्रण नियमावलीनुसार अनधिकृत ठरते त्यानुसार उक्त अनधिकृत बांधकाम तोडण्याची कार्यवाही करण्यात येईल.
- १७) यामुळे मंजूर केलेल्या बांधकामाच्या क्षेत्रात अन्वयेत येणाऱ्या सोबतच्या मंजूर रेखांकनात प्रस्तावित केलेल्या हमारतीचे बांधकाम खालीलप्रमाणे मर्यादित ठेवून त्यानुसार कार्यन्वीत करणे बंधनकारक राहिल.

अ.क्र.	हमारतीचे नांव/प्रकार	संख्या	तळ + मजले	प्रस्तावित बांधकाम क्षेत्र चौ.मी.
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१८) बांधकाम साहित्य रस्त्यावर व सार्वजनिक ठिकाणी ठेवता येणार नाही. याबाबतचे उल्लंघन झाल्यास महानगरपालिकेकडून आपणाविरुद्ध दंडात्मक कार्यवाही करण्यात येईल.

१९) हमारतीचे बांधकामाबाबत व पूर्णत्वाबाबत नियमावलीतील बाब क्र. ४३ ते ४६ ची काटेकोरपणे अमलबजावणी करण्याची संपूर्ण जबाबदारी विकासक/अभियंता, वास्तुविशारद, स्ट्रक्चरल अभियंता, नोंददेखक व धारक यांची राहिल.

२०) महानगरपालिकेने मंजूर केलेले बांधकाम नकाशे व बांधकाम प्रारंभ पत्र, रदद करण्याची कार्यवाही चालू राहत राहिल करण्यात येईल व मुंबई प्रांतिक महानगरपालिका, अधिनियम, १९४९ व महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या तरतुदीनुसार संबंधिताविरुद्ध 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) प्रस्तावीत जागेचे वापरात महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ व इतर अधिनियमांन्वये प्रस्तावाखालील जागेच्या वापरात बदल होत असल्यास अथवा वापरात बदल करण्याचे नियोजित केल्यास.

४) महानगरपालिकेकडे सादर केलेल्या प्रस्तावात चुकीची माहिती व विषी प्राहयता नसलेली कागदपत्रे सादर केल्यात व प्रस्तावाच्या अनुषंगाने महानगरपालिकेची दिशापुल केल्यास निदर्शनास आल्यास या अधिनियमाचे करम २५८ अन्वये कार्यवाही करण्यात येईल.

२१) प्रस्तावीत हमारतीमध्ये तळनजल्यावर स्टिप्ट (SHR) प्रस्तावीत केले असल्यास स्टिप्टची उंची मंजूर बांधकाम नकाशाप्रमाणे ठेवण्यात यावी व या जागेचा वापर वाहनतळासाठीच करण्यात यावा.

२२) मंजूर विकास योजनेत विकास योजना रस्त्याने / स्तना-रुंदीकस्थाने बांधित होणारे क्षेत्र ३.५० मी चौ.मी. नगर-परिदेकडे / महानगरपालिकेकडे हस्तांतर केले असल्याने व ह्या हस्तांतर केलेल्या जागेच्या मोबदल्यात आपणास अतिरिक्त चटई क्षेत्राचा लाभ / मंजुरी देण्यात आली असल्याने सदरचे क्षेत्र कायमस्वरूपी खुले/मोकळा / अतिक्रमणविरहीत ठेवण्याची जबाबदारी विकासकाची राहिल. तसेच या जागेचा मालकी हक्क हतरांकडे कोणत्याही परिस्थितीत व केव्हाही वर्ग करता येणार नाही. तसेच या क्षेत्राचा हतरांकडून मोबदला आपणास, हतर संबंधितास व धारकास स्विकारता येणार नाही.

२३) मंजूर बांधकाम नकाशातील २४.० मी. पेक्षा जास्त उंचीचे, हमारतीचे अग्निशमन व्यवस्थेबाबत सक्षम अधिका-याचे 'ना हरकत प्रमाणपत्र' सादर करणे बंधनकारक आहे.

२४) मंजूर-रेखांकनाच्या जागेत-विद्यमान-हमारत-तोडण्याचे प्रस्तावीत केले असल्यास विद्यमान बांधकामक्षेत्र महानगरपालिकेकडून-अर्माणीत-करून-घेतल्यानंतर-विद्यमान-हमारत-तोडून-नदीज-जाघकाभास-प्रारंभ-करणे-बंधनकारक-आहे.

२५) प्रस्तावातील हमारतीचे बांधकाम पूर्ण झाल्यानंतर नियमप्रमाणे पूर्ण झालेल्या हमारतीस प्रथम वापर परवाना प्राप्त करून घेणे व तदनंतरच हमारतीचा मंजूर वापरासाठी वापर करणे अनिवार्य आहे. महानगरपालिकेकडून वापर परवाना न घेता हमारतीचा वापर चालू असल्याचे निदर्शनास आल्यास

- वास्तुविशारद, विकासक व धारक यांच्यावर व्यक्तीशः कायदेशीर कार्यवाही करण्यात येईल.
- २६) --पुर्वीकरीत / नव्याने-पुर्ण होणा-या इमारतीमध्ये-विद्यमान-रहिवाशांना-सामायून-घेण्याची कायदेशीर जबाबदारी वास्तुविशारद, विकासक व धारक यांज्वी राहिल, याबाबतची सर्व-कायदेशीर पुर्णता (विकासक व रहिवाशांमोबत-करावयाचा-करारनामा व इतर बाबी) विकासकाने / धारकाने करणे बंधनकारक राहाईल.
- २७) या मंजुरीची मुदत दि..... पासून दि..... पर्यंत राहिल. तदनंतर महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे तरमुदीनुसार विहित कालावगीसाठी नुतनीकरण करण्यात येईल अन्यथा सदरची मंजुरी कायदेशीररीत्या आपोआप रद्द होईल.
- २८) यापुर्वीचे पत्र क्रं. नपा/नर/५१९ / २३८९ / २०११-२०१२ दिनांक ५/११/२०१० अन्वये देणे आलेली मंजुरी रद्द करण्यात येत आहे.
- २९) सदरच्या आदेशातील नमूद अटी व शर्तीचे पालन करण्याची जबाबदारी अर्जदार, वास्तुविशारद, विकासक, अधिकार पत्रधारक, बांधकामपर्यवेक्षक स्ट्रक्चरल अभियंता व धारक यांची राहिल.

'साधधान'

'मंजुर बांधकाम नकाशे व प्रारंभ पत्रात नमूद अटी व शर्तीचे पालन न करता याप्रकाम केल्यास व नियमावलीनुसार आवश्यक असलेल्या परवानग्या न घेता बांधकाम करणे व चापर करणे येकायदेशीर असून सदरहू बांधकाम अनधिकृत बांधकामाबाबत अधिनियम १९६६ व मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ च्या तरमुदीनुसार दखलपात्र गुन्हा ठरून संबंधीत व्यक्ती शिक्षेस पात्र ठरतात.

आपला,

प्रभारी अधिकारी,
मिरा भाईंदर महानगरपालिका

आयुक्त

मिरा-भाईंदर महानगरपालिका

TRUE COPY
AVINASH D. MHATRE
ARCHITECT

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निरा भाईंदर महानगरपालिका

मुख्य कार्यालय भाईंदर

छत्रपती शिवाजी महाराज मार्ग, भाईंदर (पश्चिम), जि. जि. ठाणे, ४०२ ३०१

स. न. म. नं. १८८/३६१५/२००३-०४

मदम ६- निरा-भाईंदर महानगरपालिका क्षेत्रातील वेगवेगळ्या य. क. १९७, १९९, २००, २०१, २०२, २०३, २०४, २०५, २०६ या स. क. मधील खालील इभायतीना बांधकाम प्रारंभपत्र देण्यात येत आहे.

अ. क.	इमारतीचे नांव	संख्या	तळ + मजले	प्रस्तावित बांधकाम क्षेत्र.
✓ १	एक १	१	तळ + ७	४००१.८८
✓ २	एक ३	४	तळ + ७	१५२५१.१२
३	डो १	३	तळ + ७	४८६२.४२
४	जे. २	१	तळ + ७	११४४.७९
✓ ५	आय	६	तळ + ७	१६१६६.७०
६	आय १	२	तळ + ७	५२८९.७०
✓ ७	आय २	३	तळ + ७	८०२६.३५
✓ ८	जे	६	तळ + ७	१३५२२.९८
✓ ९	जे १	१	तळ + ७	२२११.२८
✓ १०	जे ४	१	तळ + ७	२१०७.२८
११	जे ५	१	तळ + ७	२२७९.८१
१२	एन ३	१	तळ + ६	१२७८.६३
१३	जे. ७	२	तळ + ७	४५३२.७२
१४	एन २	२	तळ + ७	६७०८.१४
१५	एन ७	२	तळ + ६	१९२३.८३
✓ १६	आय ३	१	तळ + ७	२७४२.५४
✓ १७	जे ८	१	तळ + ७	२२५६.२५
✓ १८	शॉप ११	२	तळ	१२६.८०
✓ १९	शॉप ६	१	तळ	१७१.०४
✓ २०	शॉप ८	१	तळ + १	१६३.४८
✓ २१	शॉप ९	१	तळ	९२.८२
✓ २२	शॉप १०	१	तळ	५३.९२
				९५५१४.५४

TRUE COPY
~~Scale~~
AVINASH D. MHATRE
ARCHITECT

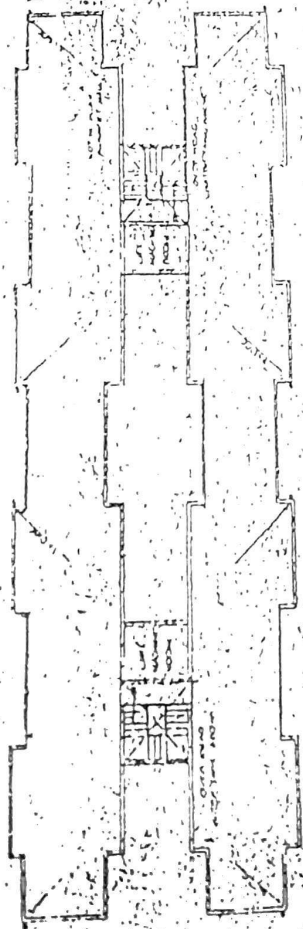
Signature
सहायक नगर रचनाकार
निरा भाईंदर महानगर पालिका

NO.	ROOM NO.	DATE	DESCRIPTION
1	101	1953	REPAIR WORK
2	102	1953	REPAIR WORK
3	103	1953	REPAIR WORK
4	104	1953	REPAIR WORK
5	105	1953	REPAIR WORK
6	106	1953	REPAIR WORK
7	107	1953	REPAIR WORK
8	108	1953	REPAIR WORK
9	109	1953	REPAIR WORK
10	110	1953	REPAIR WORK
11	111	1953	REPAIR WORK
12	112	1953	REPAIR WORK
13	113	1953	REPAIR WORK
14	114	1953	REPAIR WORK
15	115	1953	REPAIR WORK
16	116	1953	REPAIR WORK
17	117	1953	REPAIR WORK
18	118	1953	REPAIR WORK
19	119	1953	REPAIR WORK
20	120	1953	REPAIR WORK

CONSTRUCTION SCHEDULE

NO.	ITEM	DESCRIPTION
1	FOUNDATION	CONCRETE
2	FOUNDATION	BRICK
3	FOUNDATION	PLASTER
4	FOUNDATION	PAINT
5	FOUNDATION	ROOFING
6	FOUNDATION	MECHANICAL
7	FOUNDATION	ELECTRICAL
8	FOUNDATION	PLUMBING
9	FOUNDATION	FINISH WORK
10	FOUNDATION	LANDSCAPING

IRPAVE ESCOP PLAN



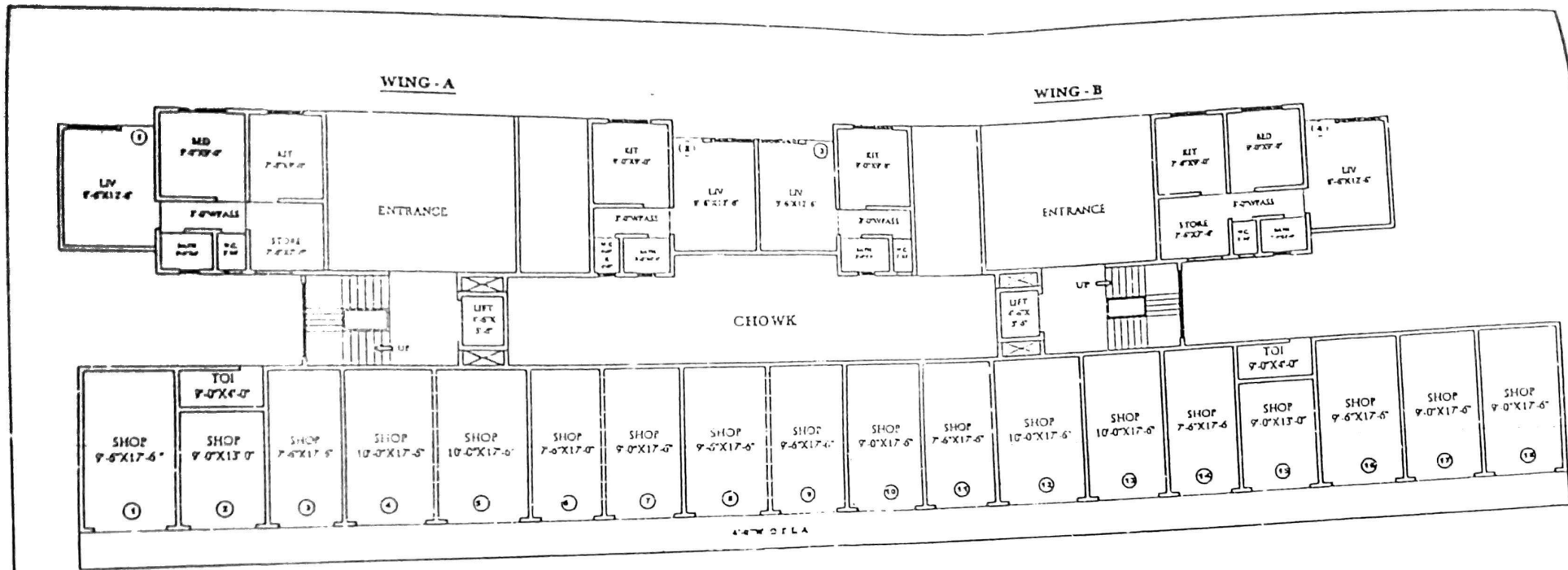
PROJEKTOWY BIURO ARCHITECTONICZNE

ADAM WITKOWSKI & ASSOCIATES

ul. ...

...

93183



GROUND FLOOR PLAN



Purchaser's Signature
For H. K. Enterprise

Flat/ Shop No. _____

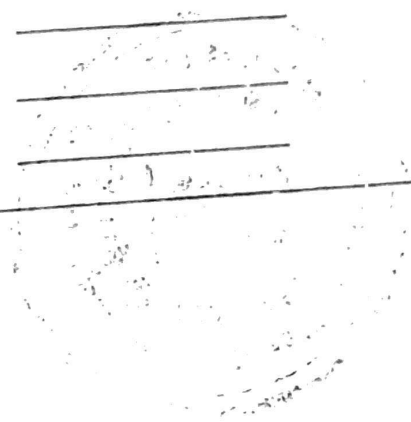
Floor _____

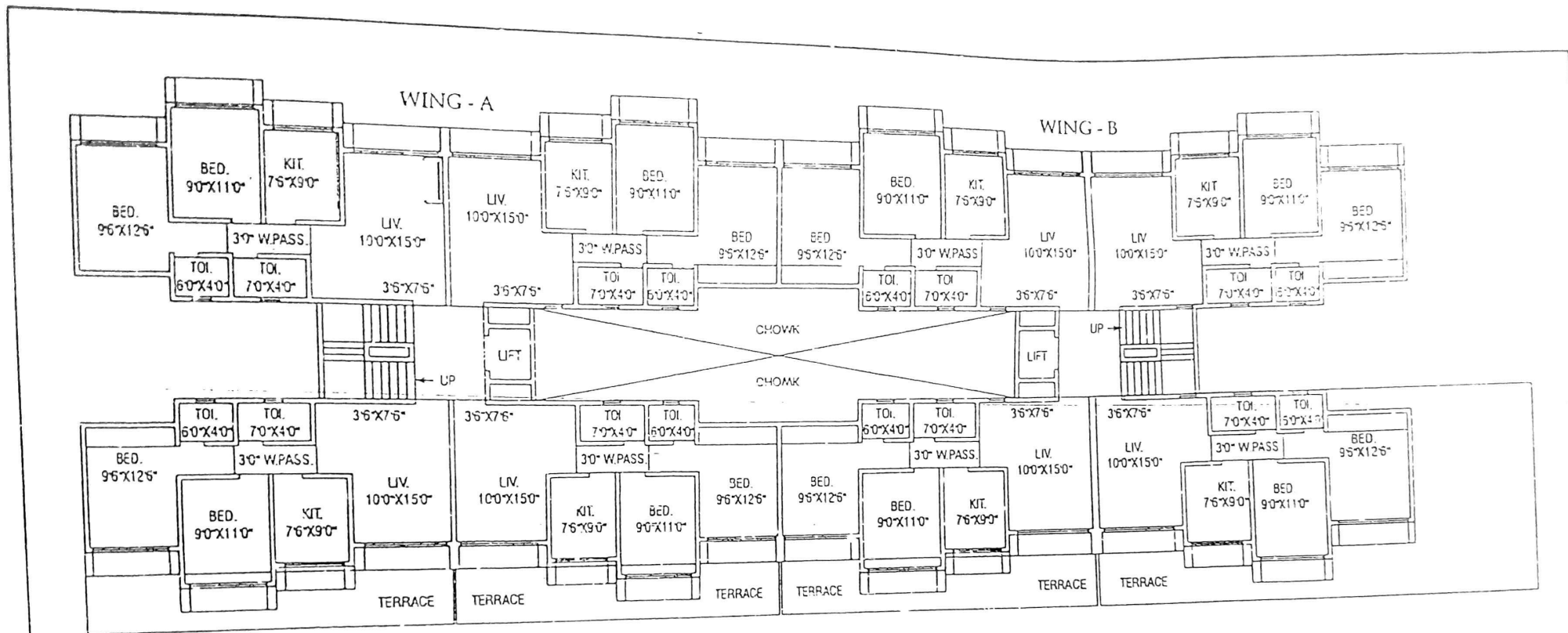
Building No. _____

Area _____

Authorised Signatory
Builder

Handwritten notes in a box:
4525
2022-11-10

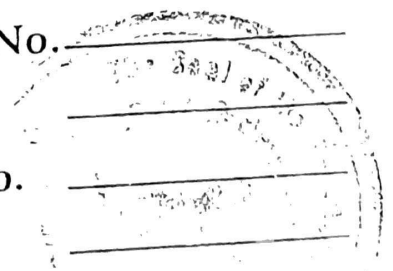




FIRST FLOOR PLAN

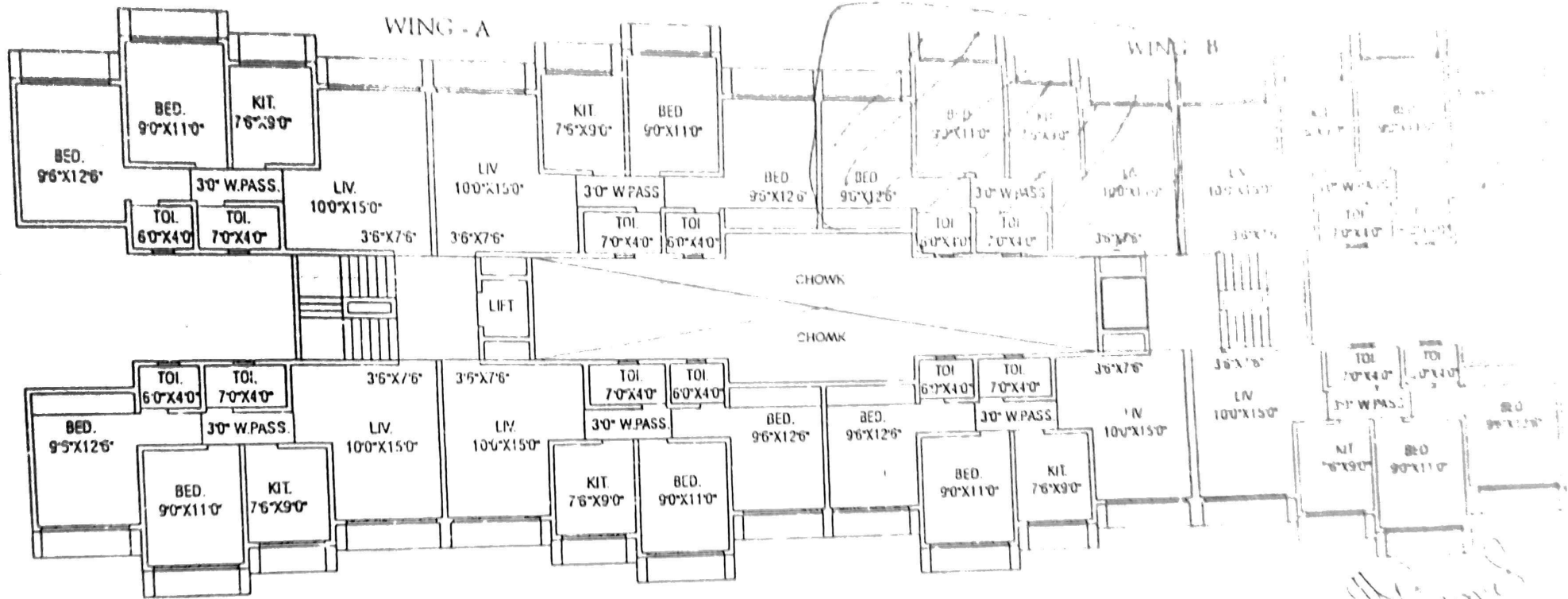


Flat / Shop No. _____
 Floor _____
 Building No. _____
 Area _____



27/13
 2620

Purchaser's Signature
 For H. K. Enterprise
 Authorised Signatory
 Builder

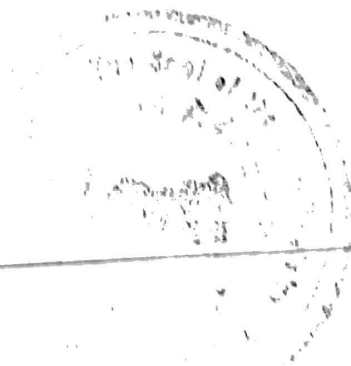


TYPICAL FLOOR PLAN
(2ND TO 7TH FLOOR)

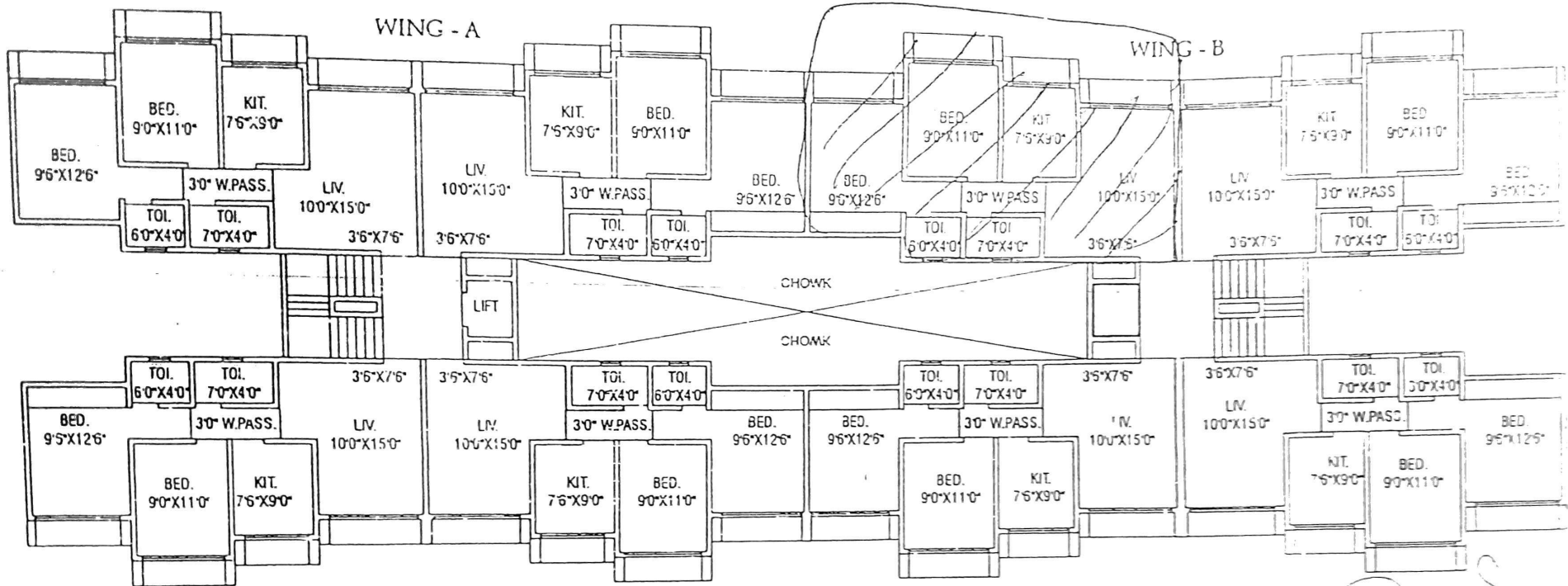


Flat / Shop No. B-523
 Floor 5th
 Building No. 1
 Area 564

564
 564



Purchaser's Signature
 For H. K. Enterprise
[Signature]
 Authorised Signatory
 Builder



TYPICAL FLOOR PLAN
(2ND TO 7TH FLOOR)

Flat / Shop No. B-SD3
 Floor 5th
 Building No. 1
 Area 564

53/35
2020



Purchaser's Signature

For H. K. Enterprise

Authorised Signatory

Builder