

की मार्थान

MEMORANDUM OF TRANSFERS OF THE WITHIN MENTIONED SHARES Sr. No. In the Share Sr. No. in the Date of General Share Register at Register at which Body I Managing Sr. No. the transfer of Shares held by the transferor which the name To Whom Transferred Committee Meeting at Which Transfer of of the transferee Transfer is registered is Recorded Was Approved 4. 5. 2. 1. **Committee Member** Hon. Secretary Hon.Chairman **Committee Member** Hon. Secretary Hon.Chairman Committee Member Hon, Secretary Hon Chairman **Committee Member** Hon. Secretary **Committee Member** Hon. Secretary Hon.Chairman 5.

393/9969 पावती Original/Duplicate नोंदणी क्रं. :39म Wednesday, August 10, 2016 5:33 PM Regn.:39M पावती क्रं.: 11630 दिनांक: 10/08/2016 गावाचे नाव: पेणकरपाडा दस्तऐवजाचा अनुक्रमांक: टनन10-9969-2016 दस्तऐवजाचा प्रकार: करारनामा सादर करणाऱ्याचे नाव: सय्यद शाहीदा अहवाव हुसैन - -नोंदणी फी ফ. 30000.00 दस्त हाताळणी फी रु. 1940 ₽0 पृष्ठांची संख्या: 97 ₹ ₹. 31940.00 एक्ण; आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंत्राज 5:53 PM ह्या वेळेस मिळेल. सर दुव्यम निर्वधिक वर्ग वाजार मुल्य: रु.5641000 /-मोबदला रु.5720000/-भरलेले मुद्रांक शुल्क : रु. 343500/-1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.30000/-डीडी/धनादेश/पे ऑर्डर क्रमांक: MH003405788201617S दिनांक: 10/08/2016 वँकेचे नाव व पत्ता: Panjab National Bank

ंशुळ दस्त व स्कुंना होत क्रिकाली'

2) देयकाचा प्रकार: By Cash रक्कम: रु 1940/-

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मुल्यांकन तपशील:

भुद्रांक शु अनुच्छेद



12/08/2016

सूची क्र.2

दुय्यम निवंधक : सूँहें दु.नि. ठाणे 10

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दस्त क्रमांक : 9969/2016

नोदंणी:

Regn:63m

गावाचे नाव: 1) पेणकरपाडा

(1)विलेखाचा प्रकार

करारनामा

(2)मोवदला

5720000

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)

5641000

(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)

1) पालिकेचे नाव:मिरा-भाईदर मनपा इतर वर्णन :, इतर माहिती: मौजे प्रुणकरपाडा,वॉर्ड-पी,विभाग क्रमांक:-4/21.मध्ये.सदनिका क्रमांक:-304,3 रा मजला,टाईप-ईू-2,बिल्डींग न.7,पूनम इस्टेट क्लस्टर नं.02,पेणकरपाडा,मिरारोड पूर्व ठाणे.सर्व्हे नं:-150/पार्ट,151/पार्ट,226 ते 230.नवीन सर्वे नं.48/2,53/2,54/2,58/2,59/2,61/2,62/2 क्षेत्रफळ हैं हैं .47 चौ.मि.बिल्टअप.

((Survey Number: 48/2;))

(5) क्षेत्रफळ

1) 67.47 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

1): नाव:-मेसर्स रिव डेव्हलोपमेंट चे भागीदार जयेश टी शाह तर्फे कु मु म्ह्णुन हेमल जे दोशी - -वय:-33; पत्ता:-प्लॉट नं: -, माळा नं: 1 ला मजला , इमारतीचे नाव: हर्षेप्र्लाझा, ब्लॉक नं: -, रोड नं: मिरारोड पूर्व, महाराष्ट्र, ठाणे. पिन कोड:-401107 पॅन नं:-AAAFR2516G

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाची हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व-पत्ता

1): नाव:-सय्यद शाहीदा अहवाव हुसैन - - वय:-39; पत्ता:-प्लॉट नं: रूम् नें.43,4/डी, माळा नं: -, इमारतीचे नाव: ज्युपिटर को ऑप हौ सोसा ली , ब्लॉक नं: नरेंद्र पार्क,नयानगर , रोड नं: मिरारोड पूर्व, महाराष्ट्र, ठाणे. पिन कोड:-401107 पॅन नं:-BMGPS16:14D

(9) देस्तऐवज करुन दिल्याचा दिनांक

10/08/2016

(10)दस्त नोंदणी केल्याचा दिनांक

12/08/2016

(11)अनुक्रमांक,खंड व पृष्ठ

9969/2016

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

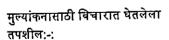
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(13)बाजारभावाप्रमाणे नोंदणी शुल्क

(14)शेरा

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भुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

प्राप्त दुरयम निर्वधक वर्ग र हापे - 90

नुगा स्वान

महाराष्ट्र शासन नोंदणी व मुद्रांक विभाग मृत्यांकन अहवाल सन २०१६ / २०१७

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र दम्मापा प्रकार प्रिचिति ।। मनुक्टेद कः : 24 व	
मादरकर्णांचे नाव अस्थित शाहाता अहिलाल हुनेन	
३ नालुका	
४ गावचे नाव <u> </u>	7
५ नगरभुमापन क. / मर्बे क. , अंतिम क. : 48 2	4*
६ मृत्य दर्शवभाग (झान) ् प्रान)	
७ मिळकतीचा प्रकार : खुळी अमान निवागी 'कुप्रमंलय / दुक्तम अधिगोगिक	
पति ची. मी. दर : <u>76000</u>	
८ दम्सात नमुद केलेल्या क्षेत्रफळ : 67.47 क्रास्पेट विल्टअप ची मीटर । पुर	· .
र् कारपार्किंग :र् पच्चीर्भ पोटमाळा :र्	
१०. मजला क.: िरि श्रि उद्बाहन सुविधा : आहे / नाही.	
११, बांधकाम वर्षे : धसारा :	
१२. बांधकाम प्रकार : आर आर सी / इतर पक्के / अर्थे पक्के / कच्चे	
१३. बाजारमुल्यदर तक्त्यातील मार्गदर्शन सुचना क्र.: ज्यान्वये दिलेली घट वाद.	
१४. लिक् ॲन्ड लायमन्सचा दम्त : १. प्रति माह भाडे रक्कम :	
२. अनामत रक्कम / आगाळ भाडे :	
३. कालावधी :र	
१५. निर्घारित फेलेले बाजारमुल्य :	•
१६ दस्तामध्ये दर्शविलेला मोबदला :	
१७. देय मुद्रांक शुल्क : 343,5001 भरलेला मुद्रांक शुल्क : . 3435001-	•
१८. देय नोंदणी फी:	•
१८. द्य नादणा फा:	
लिपिक सह दुय्यम निबंधक छोडा - 90	
हमी पत्र	
	•
सदरचे हमी पत्र आज दिनांक 10 महे अने शिक्टे सन २०१६	
रोजी चे दिवशी या द्वारे घोषित करण्यात यते की, या दस्तासोबत निवासी या स्थावर मिळकतीसोबत	
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Bank/Branch: PNB/MIRA ROAD(4509)

Pmt Txn id : 100816M170929

Pmt DtTime : 10-08-2016@11:21:25

ChallanIdNo: 03006172016080950494

District : 1201/THANE

Stationery No: 14081923458422

Print DtTime: 10-08-2016@14:52:11

GRAS GRN : MH003405788201617S

Office Name : IGR122/THN10_THANE NO 10

StDuty Schm: 0030046401-75/Sale of Other NonJudicial Stamps SoS StDuty Amt : R 3,43,500/-(Rs Three, Four Three, Five Zero Zero only)

RgnFee Schm: 0030063301-70/Ordinary Collections IGR

RgnFee Amt : R 30,000/-(Rs Three Zero, Zero Zero Zero only)

Article : B25/Agreement to sale/Transfer/Assignment

Prop Mvblty: Immovable Consideration: R 57,20,000/-

Prop Descr : FLAT NO.304, 3RD, FLOOR, BLDG NO.7, TYPE-E2, POONAM ESTATECLUSTER NO.11

MIRA ROAD EAST, THANE, Maharashtra

Duty Payer: (PPN-F1588816) SAYED SHAHIDA AHBAB HUSSEIN

Other Party: (PAN-AAAFR2516G) MS RAVI DEVELOPMENT

करो पंजाब नैशनस वैंक For PUNJAB NATIONAL BANK

Bank officiall Name & Signature

Officer 25 Bank official2 Name & Signature



-- Space for customer/office use Ties (vd), Will/Mira Road (2), Br



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AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made and entered into at Mira Road, on this 10 day of AUGUST 2016 BETWEEN: M/s. RAVI DEVELOPMENT, a partnership firm registered under the Indian Partnership Act, 1932 bearing Registration No. BA6568, dated 8th July, 1986, having its office at Laxmi Palace, 76, Mathurdas Road, Kandivali (West), Mumbai 400 067, hereinafter called and referred to as the "BUILDERS" (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include the said firm, its partner or partners from time to time and their respective heirs, executors, administrators and assigns) of the FIRST PART

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AND

	SHRI/SMT./M/S Sayed Shahida Ahbab Hussein
•	aged having
)	address at Room NO. 43, 4/D Jupiter CHS.
	Nasendra park, Naya Nagar
	ming cload (Bast)
ſ	hereinafter referred to as "THE PURCHASER/S" (which expression shall

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

WHEREAS the Maharashtra Housing and Area Development Authority is sized and possessed or otherwise sufficiently entitled to the land bearing Old Survey No. 150 (Part), New Survey No. 21, Hissa No. 2, Old Survey No. 226, (Part), New Survey No. 58, Hissa No. 2, Old Survey No. 227, New Survey No. 58, Hissa No. 2, Old Survey No. 227, New Survey No. 59, Hissa No. 2, Old Survey No. 228 (Part), New Survey No. 61, Hissa No. 2, Old Survey No. 230 (Part), New Survey No. 61, Hissa No. 2, Tofally Chambersuring 100286.25 sq. meters, situate, lying and being at Mira Road, Taluka and District Thane and in the Registration District and Sub-District of Thane, more particularly described in the First Schedule hereunder written, (hereinafter referred to as 'THE SAID PROPERTY').

AND WHEREAS the Builders had submitted a proposal on 31st August, 2006 to the Vice President and Chief Executive Officer, MHADA for the development of the said property, more particularly described in the First Schedule hereunder written,

AND WHEREAS the said Maharashtra Housing and Area Development Authority had decided to implement the housing project through Joint Venture on the said property on Swiss Challenge method with the approval of the Government in Housing Department.

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AND WHEREAS considering the proposal of the Maharashtra Housing and Area Development Authority, the Government in Housing Department by its Letter No. Allotment/1107/Case No. 186/HSG, dated 17th May, 2007, had accorded its approval to take up a Joint Venture as per the Swiss challenge Method and also further directed to take up the scheme on Joint Venture on Swiss Challenge Method as a Pilot Project.

AND WHEREAS in view of the approval granted by the Government of Maharashtra, the said Maharashtra Housing and Area Development Authority, through its Regional Board i.e. Konkan Housing and Area Development Board established under the Section 18 of the said Act, invited tenders for competitive bids in the open market on Swiss Challenge Method.

received on 11th June, 2007 and the entire Builders matched their offer under the Swiss Challenge Method by their Letter, dated 14th June, 2007 and the Builders further submitted their revised offer to the Authority on 9th October, 2007 after discussion with the MHADA Authority.

AND WHEREAS accordingly as per the Offer, dated 9th October, 2007, the MHADA accepted the offer of the Builders for implementation of Housing Scheme through Joint Venture Project on the said property vide its Resolution No. 6284, dated 22nd November, 2007, on the terms and conditions stipulated therein.

AND WHEREAS in pursuance to the Authority's Resolution No. 6284, dated 22nd November, 2007, the said Board on behalf of the MHADA had issued the Acceptance Letter for making up Housing Scheme in Joint Venture on the said land at Mira Road District.

Thane with the said Builders as per the Swiss Challenge Method Make No. CO/KB/152/EE (Ratnagiri) 08, dated 24th January, 2008.

AND WHEREAS meanwhile on 4th September, 2007, Shree Krishna Pratisthan filed PIL No. 72 of 2007, before the High Court of

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Mumbai challenging the Public Notice, dated 20th May, 2007 issued by the MHADA in respect of the project under reference. Also after giving undertaking accepting the Swiss Challenge Method and participation and having failed in the tender process, M/s. Ostwal Builders Ltd., one of the participant in the Tender Process filed W.P. (L) No. 2714 of 2007 challenging the Public Notice, dated 20th May, 2007 as well as MHADA's Resolution, dated 22nd November, 2007. The High Court of Mumbai by its impugned common Order, dated 27th March, 2008, allowed the Writ Petition

AND WHEREAS aggrieved by the said order, the MHADA filed Special Leave Petition in the Supreme Court of India under No. 11355 – 11356 of 2008. However, the Builders have also filed two separate Special Leave Petition in the Supreme Court of India under No. SLP (C) No. 11229 of 2008 and SLP (C) No. 13149 of 2008. After hearing all the parties, the Supreme Court of India set aside the Order of Mumbai High Court, dated 27th March, 2008 passed in PIL No. 2007 and W.P. (L) No. 2714 of 2007 and allowed the open filed to MHADA and the Builders.

Agreement, dated 3th August, 2009, with the Builders herein to develop piece of parcel of land admeasuring 46712 Sq Meters equivalent to 4.67 Hectare, bearing Survey No. 150 (Part), 151 (Part) and 226 to 230, situate, lying and being at Village Penkarpada (Mira Road), Taluka and district Thane, in the Registration District and Sub-District Thane and now within the limits of Mira Bhayandar Municipal Corporation, on the terms and conditions stipulated therein (hereinafter referred to as "the Said Principal Agreement")

AND WHEREAS in the meanwhile Smt. Sneha Shreenath Navalkar, Saihas Saiprasad Pradhan and M/s. Ever Smile Properties Pvt. Ltd., had filed Special Leave Petition (Civil) before the Hon'ble Supreme Court of India bearing No. 23670 of 2008, challenging the rights over the land admeasuring 53574.25 sq. meters and in the Special Leave Petition, the Hon ble Supreme Court of India had

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granted status quo in respect of portion of the said area admeasuring 53574.25 sq. meters out of the total area admeasuring 100286.25 sq. meters.

AND WHEREAS it was agreed and recorded in the said principal agreement that as soon as the Hon'ble Supreme Court of India decides the said SLP(C) No. 23670 of 2008, the Supplementary Agreement of joint venture will be executed between the parties in respect of the said area admeasuring 53574.25 sq. meters.

AND WHEREAS the Hon'ble Supreme Court of India was pleased to vacate the said order of status quo vide an Order, dated 12th January, 2010, passed in Civil Appeal No. 281 of 2010 and observed therein that any construction made on the said land will be subject to final decision of the Writ Petition No. 929 of 2008.

AND WHEREAS in view of the said Order and Editar January, 2010, passed by the Hon'ble Supreme Court of India in Civil Appeal No. 281 of 2010, a Supplementary Agreement of Joint enture cated 22nd April, 2010, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-10/05482/2010 *dated 11th May 2010, came to be executed by and between the warrange Housing and Area Development Authority and the Builders herein, in respect of the said area admeasuring 53574.25 sq. meters, forming the portion of the said land.

AND WHEREAS in the premises aforesaid, the Builders herein is entitled to construct the buildings on the said property, more particularly described in the First Schedule hereunder written..

AND WHEREAS the Builders have proposed to construct Building known as "POONAM ESTATE CLUSTER NO. II" in the layout of the said property, more particularly described in the Secondi Schedule 90 hereunder written.

AND WHEREAS in the premises aforesaid and subject to the other terms and conditions stipulated in the Agreement for Joint Venture.

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dated 13th August, 2009, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-10/7073/2009, the Builders has the right to sell 64.50% of the total constructed area in the buildings to be constructed by the Builders in the layout of the said property, more particularly described in the Second Schedule hereunder written and to enter into Agreement for Sale with the Purchasers of the flats and shops and to receive the sale price in respect thereof.

AND WHEREAS Mira Bhayandar Municipal Corporation has sanctioned the plan of the buildings to be constructed in the layout of the said property vide V.P.No. MB/MNP/NR/2517/2005-2006, dated 21st January, 2006.

AND WHEREAS Mira Bhayandar Municipal Corporation has also issued Commencement Certificate No. MB/MNP/NR/2372/2009-2010, dated 23rd September, 2009, to proceed with the work of construction of the buildings in the layout of the said property as per the plan sanctioned by it and same has been revised vide Order No. MB/MNP/NR/1867/2010-11, dated 11th August, 2010.

The Purchasers Line Purchasers hereby acknowledges the same.

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

AND WHEREAS the copies of Certificate of title to the said property issued by the Advocate of the Builders, copies of VI or VII

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and XII or any other relevant revenue record showing the nature of title of the Builders to the said property and copies of the plans approved by the concerned authorities have been annexed hereto as Annexure "I"

AND WHEREAS the Builders have accordingly commenced construction of the said building known as "POONAM ESTATE CLUSTER NO. II" in accordance with the permission and orders granted by the authorities concerned.

allotment to the Purchaser/s Flat/Strop/Office bearing No. 304, admeasuring 605 Sq. Feet (Carpet area) i. e. equivalent to ____ sq. meters on the 3 floor in Building No. 7 Type Fo and Car Parking No. ___ on the Ground/Stilt of the building known as "POONAM ESTATE CLUSTER NO. II" to proper described in the Second Schedule hereunder written, (hereingter referred to as "he Said Premises") and declared that neither the said Formation for the Purchaser's nor the members of the Flat/Shop/Office Purchasers tamily own a tenement or a house or building within the limited be Mira Bhayandar Municipal Corporation

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

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

The Flat/Shop/Office Purchasers shall therefore lodge the same for 90 registration & inform the Builders to enable them to admit the 95 execution thereof.

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

- 1. The Builders shall construct building known as "POONAM ESTATE CLUSTER NO. II" consisting of Ground & more than 20 upper floors in the layout of the said property in accordance with plans, designs, specifications approved by the local authority which have been seen and approved by the Purchaser/s with only such variations and modifications as the Builders may consider necessary or as may be required by the concerned local authority for which the Purchaser/s hereby gives consent.
- - 1. Rs. 3146,000 as Earnest Money on or before the execution of this Agreement.

2. Rs._____/- On completion of Plinth work.

On completion of the first Slab.

On completion of the Second Slab.

On completion of the Third Slab.

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7.	Rs/-	On completion of the Fourth Slab.
8.	Rs/-	On completion of the Fifth Slab.
9.	Rs	On completion of the Sixth Slab.
10.	Rs	On completion of the Seventh Slab.
11.	Rs	On completion of the Eighth Slab.
12.	Rs	On completion of the Ninth Slab.
13.	Rs	On completion of the Tenth Slab.
14.	Rs/-	On completion of the Eleventh Slab.
15.	Rs. 143050 -	On completion of the Twelveth Slab.
16.	Rs. 14300021-	On completion of the Thirteenth Slab.
17.	Rs. 143000LL	On completion of the Fourteenth Slab.
18.	Rs. 149 5502	On completion of the Fifteenth Stop.
19.	Rs. 143 0004	On completion of the State on State of the S
20.	Rs. 143000L/-	On completion of the Seventeenin Slots
21.	Rs. 149 00021-	On completion of the Eighteenth Slate
22.	Rs. 14300021-	On completion of the Nineteenth Stab.
23.	Rs. 14900024	On completion of the Twentieth Slab.
24.	Rs. 149001_/-	On completion of the Twenty-first Slab.
25.	Rs. 1420001	On completion of Internal Bricks Work.
26.	Rs. 143000 /-	On completion of External Bricks Work.
27	. Rs. 1420001-	On completion of Internal Plaster
28	. Rs. 143000 L.	On completion of External Plaster. Plumbing 근 ㅋ ㅋ - 90
29	. Rs. 142000L	On completion of Flooring elle 209E
	•	On completion of Plumbing 95 - elo
31	. Rs. <u>286050</u> LJ	On giving possession of the said premises.
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- 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 installments of the purchase price, the Builders will be entitled to terminate this Agreement and in that event, the Builders will refund to the Purchaser/s money paid by the Purchaser/s as purchase price till then without any interest thereon and the same shall be refunded by the Builders to the Purchaser/s only after the said premises is sold to another party by the Builders and that too after the receipt of sale proceeds by the Builders from such intending Purchaser/s of the said premises. Provided further that the Builders shall be entitled to deduct outgoings in respect of the said premises and the loss or damages, if any, sustained by the Builders on account of default committed by the Purchaser/s from the said amount to be refunded by the Builder to the Purchaser/s under these presents.
- 4. Without prejudice to the above and also without prejudice to the Builder's other rights under this agreement and/or in law the Purchaser's shall be liable to pay to the Builder interest at the rate of 190 beginning on all amounts due under this Agreement if such a points remain unpaid for seven days or more after becoming due.

The Builders agree to give possession of the said premises to the Parchaser's on or before the 21 day of December 2018, subject to be availability of cement, steel, water for construction or other building materials and subject to strike, civil commotion or any act of God such as Earthquake, flood or any other natural calamities and act of enemies or other causes beyond the control of the Builders. If however, the Builders are not able to give possession of the said premises to the Purchaser's owing to unavoidable circumstances, the Purchaser's shall not be entitled to claim any damages whatsoever from the Builders.

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- 6. Any Addition and alteration in the said premises and/or in respect of the specifications and amenities by the Purchaser/s, if agreed by the Builders, shall be carried out at the risk and extra cost of the Purchaser/s which shall be paid in advance to the Builders by the Purchaser/s.
- 7. The furniture, fittings & amenities to be provided by the Builders in the said building & in the Flat/Shop/Office are those as described in the Annexure "III" hereunder written.
- 8. The Purchaser/s hereby place on record that the Builders shall be entitled to consume entire FSI of the said property by constructing building or building thereon and shall also be entitled to load additional FSI on the said property by way of TDR and as such, the Purchaser/s shall not raise any objection for the same.
- 9. It is understood between the parties that as per the terms and condition agreed between the Builder and MHADA in joint venture Agreement, dated 13th August 2009 and Supplementary Agreement of Joint Venture, dated 22nd April 2010, the possing societies of the Flat/Shop/Office purchasers in the to enterint of least properties of the Flat/Shop/Office purchasers in the to enterint of least per policy of MHADA which shall be divided in proportion of the said land area to be be decised to various society to be formed by the prospective buyers.
- in respect of the premises agreed to be purchased by him/her/them. However, the Builders have exclusive right to make use of the terrace of the said building/building for hording purpose or for installation of Antenna thereon and for any other purposes and as such whatever income arising out of the same shall be appropriated by the Builders and under no circumstances, either the Purchasers of the flats/shops in the said building or the society of the Flat/Shop/Office purchasers in the said building shall be entitled to lay their claim either on the terrace of the said building or of the income? Expression of the said building or of the income?

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similarly, the Builders shall not be liable to render the account of the same either to the society or any of the Flat/Shop/Office purchasers in the said building. All open spaces, Lobbies, terrace, etc. will remain the property of the Builders until the whole building are transferred to the Co-operative Society or Federation as hereinafter mentioned but subject to the rights of the Builders as hereinafter stated.

- 11. IT IS EXPRESSLY AGREED that the Builders shall be entitled to sell the premises in the said building for the purpose of using the same as guest house, dispensaries, nursing homes, maternity homes, for residential or for commercial user and/or for any other use as may be permitted by the local authority in that behalf and the Purchaser/s or his/her/their assignee/s shall not object to the use of the premises for the aforesaid purpose at any time in future by the respective purchasers thereof.
- 12. The Purchaser/s has informed the Builders that he/she desires to use the said premises for residential purposes and/or any other purposes or user as may be permitted by the Builders and the local Authority time to time. However, the Purchaser/s shall not charge the use of the premises without prior written permission of

building shall always belong to the Builders and they shall be entitled to deal with and dispose off the same in such manner as they may deem fit and proper. In the event of the Builders obtaining permission from the local authority for constructing any type of premises on the terrace, or the open spaces then the Builders shall be entitled to dispose off such premises constructed by them on the terrace with or without the terrace to such person and on such terms as the Builders may deem fit. The Builders shall be entitled in that event to allow the entire terrace to be used by the Purchasers of such premises constructed on the terrace and the terrace shall then be in exclusive possession of the Purchasers of such premises constructed

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s of premises in the said building shall admit the Purchaser/s of such premises that may be constructed on the terrace or on the open spaces as its member and shall allot to such Purchasers the premises that may have been constructed on the terrace along with the terrace. In the event of any water storage tank for the building being constructed on the terrace then the Society shall be entitled to depute its representative to go to the terrace for the regular check up and upkeep and for repairing the tank at all reasonable times and/or during such time as may be mutually agreed upon by the Purchaser/s of the premises on the terrace and the Society.

- 14. The Builders have informed the Purchaser/s that there will be common access roads, passages. electric and telephone cables, water lines, drainage lines, Septic Tank and other common amenities in the layout of the property. The Builders have further informed that all the maintenance charges of the aforesaid amenities will be common and the Purchaser/s along with other Purchasers in the building shall share such charges and also maintenance charges proportionately. None of the Purchasers shall be entitled to abject to the Builders laying such pipelines, underground electric and telephone cable, water lines, drainage lines sewage lines etc. Bassing through any of the property belonging to the Builders.
- of Conveyance in favour of the proposed Society to make additions or alteration or put up additional structures and stories on the said building which shall be the property of the Builders and the Builders 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 Builders before the execution of the conveyance in favour of the proposed society, the Builders shall be entitled to utilise the same by constructing additional floors on the said building and also to sell and dispose off the premises that may be constructed by utilising such additional F.S.I.

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of the said building has been handed over to or taken over by such co-operative Society or Ad-hoc Committee or any other Body of such Purchasers.

- 16. IT IS HEREBY EXPRESSLY AGREED AND PROVIDED THAT so long as it does not in any way effect or prejudice the rights hereunder granted in favour of the Purchaser/s in respect of the said premises agreed to be purchased by the Purchaser/s, the Builders shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their right, title or interest in the said property and/or in building to be constructed by the Builder /Promoter or any part thereof in accordance with the provisions of law for the time being in force.
- 17. As soon as the Building is notified by the Builders as complete such of the Purchasers of the premises (Including the Purchaser/s herein) shall pay the respective outstanding arrears of the price payable by them within 7 days of such notice served individually or to be put up in any prominent place in the said building. If the Purchaser/s fails to pay the said arrears inspite of the notice served as a frequently Builders will be entitled to terminate this agreement with the Purchaser's and to refund to such Purchaser's all the interest thereon and after deducting therefrom the outgoings and dues in respect of the premises agreed to be purchased by him the them from the date of completion of the building until the Builders shall have disposed off such premises.
- 18. The Builders shall in respect of any amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement, have a first lien and charge on the said premises agreed to be purchased by the Purchaser/s.
- 19. The Purchaser/s shall maintain at his/her/their own costs the said premises agreed to be purchased by him/her/them in the same good condition, state and order in which it is delivered to him/her/them, and shall abide by all orders, bye-laws, rules and regulations

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of the Government, and any other authorities and the Local Authority and shall attend or answer and be responsible for all actions and violations of any of the conditions or orders or rules or bye-laws and shall observe and perform all terms and conditions contained in this Agreement.

- 20. The Purchaser/s hereby agrees to pay all the amounts payable under the terms of this Agreement as and when they become due and payable, time in this respect being the essence of the contract. Further, the Builders are not bound to give notice regarding such payment and the failure thereof shall not be pleaded as an excuse for non-payment of any amount or amounts on the respective due dates.
- 21. The Purchaser/s hereby covenants with the Builders to pay amounts required to be paid by the Purchaser/s under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep the Builders in the said payment and observance and performance of the said covenants and conditions.
- The Purchaser/s hereby agrees and undertakes that the 22. Purchaser/s shall become a member of the Conferative Society in the manner hereinafter appearing and also from time to time sign and execute the application for the Registration and other papers and documents necessary for the incorporation and the registration of such Society including the bye-laws of the proposed Society. No objection shall be raised for changes/additions made to the draft. bye-laws as may be required by the Registrar of Co-operative Societies or other competent authority. The Purchaser/s shall be bound from time to time to sign, all papers and documents and to do all other things as may be required from time to time for safeguarding the interest of the Building and other Flat/Shop/Office purchasers in the said building and failure to comply with the o provisions of this clause will render this agreement ipso facto to E come to an end. elo 76

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

The Purchaser/s shall on demand pay to the Builders a sum of 24. (Rupeĕs 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 ables, the charges for electric and water meters to be poorto the authority, expenses for formation of the society gosthe professional costs of the lawyers of the Developers of this greement and afficient miscellaneous expenses to be incurred by the Developers. This amount is non refundable. The Purchaser/s shall prior to taking the possession of the premises, pay to the Builders a sum of Rs. 65520) Five Thousand Five Hundred Twenty Only) which will be held by the Builders and shall be entitled to utilize the moneys from such deposits towards payment of taxes, other outgoings and other expenses incurred by the Builders on behalf of the Purchaser/s or the society of the Purchaser/s under the terms of this Agreement.

In case there shall be deficit in the regard, the purchaser shall forthwith on demand pay to the Builders his proportionate share to make up such deficit.

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- The Purchaser/s hereby further agrees and bind himself/
 herself to pay from the date of the delivery of the
 possession of said premises, his/her/their proportionate share
 that may be determined by the Builders from time to time
 as outgoings in respect of the property including the
 insurance, all taxes, water charges, common lights, lift
 charges, sweepers charges, tanker water charges,
 watchman and security service, sanitation, additions, and
 alterations, paintings, colour washing etc. and all other
 expenses incidental to the management of the property.
 Such payment shall be made by the Purchaser/s on or
 before 5th day of each and every calendar month in
 advance whether demand thereof is made or not.
 - of the aforesaid taxes, charges and outgoings to the Builders until the Ad-hoc Committee constituted by the Purchasers of the Flats/shops in the said building the peen formed and the management of the said building and be common amenities has been handed over to the Builders the Co-operative Society by the Builders the case may be.
 - c) Until all the taxes and water charges are lived and separately assessed the exact amount of outgoings is worked out, the Purchasers shall regularly pay to the Builders the amount calculated by the Builders for the outgoings. If the amount so recovered by the Builders is more than the actual outgoings worked out for the premises purchased by the Purchasers, the amount in excess shall be refunded to the Purchaser/s and if the amount so recovered is less than the actual amount worked out, the Purchaser/s shall immediately on demand pay to the Builders the amount of the difference.

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

28. The Flat/Shop/Office Purchaser shall indemnify and keep indemnified the Builders against all acts & proceedings & all cost, charges, expenses, fines, penalties & loss or damages which may be incurred, caused or suffered by or imposed or levied on the Builders by reason of or an account of or due to the failure on the part of the flat hop of the Purchasers on presenting this agreement for registration & giving sufficient notice to the Builders to enable their authorised resentative to admit execution of the agreement, the Builders will not be bound & liable to pay any stamp duty or registration charges under this agreement or otherwise.

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

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have committed default by not paying his/ her/their share of the water tax and/or other outgoings and the electric charges and all other outgoings.

- 30. The Purchaser/s shall not at any time demolish the said premises or cause to be done any additions or alterations whatsoever nature in or to the said premises or any part thereof. The Purchaser/s shall keep the premises, walls, partition wall, sewers, drainages, pipes and appurtenances thereto in good and tenantable repair condition and in particular the said building including his/her/their premises. The Purchaser/s shall not close or cause to be closed the balconies or make or cause to be made any alterations in the elevations and outside: colour scheme of the premises to be acquired by him/her/them.
- 31. After the possession of the premises is handed over to the Purchaser/s if any additions or alterations relating to the said building are required to be carried out by the Government, Local Authorities, Municipality or any other statutory authority, the same carried out by the Purchasers of premises in the said building jointly at their own costs and the Builders shall not be lightle for the same.
- 32. The Purchaser/s shall insure and keep insured the said premises against loss or damage by fire or any other said premises for the full value thereof.
- 33. 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.
- 34. In the event of the Society being formed and registered before the sale and disposal by the Builders of all the premises in the said building, the power and the authority of the Society so formed or of the purchasers herein and other purchasers of the premises shall

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be subject to the overall power of the Builders in any of the matters concerning the building, the construction and completion thereof and all amenities pertaining to the same and in particular, the Builders shall have absolute authority and control as regards the unsold premises and the disposal thereof irrespective of the fact that the Purchasers of the different premises have formed a Co-operative Society, Ad-hoc Committee or any other body of the purchasers of the premises.

- 35. Any delay or indulgence by the Builders in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser/s for any reason whatsoever shall not be construed as a waiver on the part of the Builders of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights and remedies of the Builders.
- 36. The letters, receipts and/or notices issued by the Builders dispatched under certificate of posting to the address given by purchasers or pasted on the conspicuous part of the said building property proof of receipt of the same by the Purchaser/s and shall completely and effectively discharge the Builders.
- whatsoever, to the Builders any part of the amount due and payable toothe Builders under the terms and conditions of this Agreement or otherwise whether before or after the delivery of the possession) within the time herein specified or if the Purchaser/s shall in any other way fail to perform or observe any of the covenants and stipulations herein contained or referred to, the Builders shall be entitled to re-enter upon and resume possession of the said premises and this Agreement shall stand terminated. The Purchaser/s herein agrees that on the Builders re-entry on the said premises as aforesaid

all the right, title and interest of the Purchaser/s in the said premises

all the right, title and interest of the Purchaser/s in the said premises

also be liable for immediate ejectment as a Trespasser.

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- 38. The Builders shall in that event refund the moneys without interest paid as purchase price by the Purchaser/s only after disposing off the premises to any other party. The Builders shall be entitled to deduct from the purchase price becoming refundable to the Purchaser/s under this clause the loss or damage suffered by the Builders and/ or other purchasers of premises on account of the Purchaser/s committing breach of any of the terms and conditions herein.
- 39. The name of the society shall be decided by the Builders and the Purchasers shall not be entitled to change such name in future at any time. It is also mutually agreed by and between the Builders and the Purchaser/s that the Builders shall have exclusive right to use its own logo along with name of the society and under no circumstances, either the Purchaser/s or the society of the Purchasers of the flats/shops in the said building shall be entitled to remove or change the same from the said building.
- 40. It is hereby agreed by and between the parties of field till the date of getting water supply from the Mico Brayandar Municipal Corporation, the Flat/Shop/Office Purchaser/ in the proposed building on their own and at their own cost hall make alternative arrangement for water supply and to which the Builders shall not be held responsible in any manner whatsoever.
- 41. It is hereby expressly agreed by and between the parties hereto that the Builders shall be entitled to recover before the possession of the premises hereby agreed to be sold is given to the purchasers all the amounts of deposits paid by the Builders to the various authorities which are non-refundable.
- 42. The Purchaser/s hereby agrees that even after the Society is formed they shall not charge maintenance charges for the unsold premises to the Builders.
- 43. The Purchaser/s hereby agrees that he/she/fhey small not avail the T.V. cables from any Cable Operator other than the Cable

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Operator approved by the Builder /Promoter and further agrees and undertakes that he/she/they shall not entertain any other T.V. Cable Operator in the said building.

- 44. The Purchaser/s also hereby agrees, confirm and place on record that the Builders shall be entitled to allot stilts, parking and open parking in the said building to the person or persons of their choice and shall also be entitled to take the consideration from such allottees of the said stilt area. Similarly, the Builder /Promoter shall also be entitled to sell the terrace abutting to the flats/shops to the purchasers of such flats/shops. The Purchaser/s also hereby agrees and undertakes that he /she/they shall fix the grills to the said Flat/Shop/Office as per the grill designed approved by the Builders. The Purchaser/s also hereby place on record that he/she/they is aware of that the water connection to the said building as well as to the said flat/shop/Office will be provided by the Builders in accordance with the rules and regulations adopted by the Mira Bhayandar Municipal Corporation.
- she Purchaser/s also hereby agrees and undertakes that he/she with the become the member of the Ad-hoc Co-operative mossing Society of the purchasers of the premises in the said building the the table of formation and registration of the Society under the provisions of Maharashtra Co-operative Societies Act and shall also agrees to adhere to all the rules and regulations to be formulated by such Ad-hoc Committee of the Co-operative Housing Society to be formed and registered by the Flat/Shop/Office purchasers in the said building.
- shall develop the property adjoining to the said property, more particularly described in the First schedule hereunder written in a phased manner and as such, the common amenities provided in the layout of the said property, more particularly described in the CFirst Schedule hereunder written as well as the property adjoining to the said property, more particularly described in the First Schedule

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hereunder written are common and as such, the Purchaser/s shall maintain the said common amenities in co-ordination with the Purchasers of flats/shops in the building to be constructed by the Builders on the property adjoining to the said property more particularly described in the First Schedule hereunder written. The Purchaser/s also hereby agree and undertake to accept the representation made by the Builders hereinabove in toto and under no circumstances, the Purchaser/s shall be entitled to raise any objection for the same.

- All costs, charges and expenses in connection with the 47. formation of the Co-operative Housing Society or Limited Company or Consortium as well as the costs, charges and expenses of preparing, engrossing, stamp duty and registering all the documents of transfer including Deed of Conveyance or any other writing or writings required to be executed by the Builders in favour of the Cooperative Housing Society for conveying the land together with building as well as the entire professional costs of the salkocate for Builders in preparing and approving all suchodacuments shall be borne and paid by the Society or Limited paragraphy Constitution to be collected proportionately by all acquirers of flatigishops in the said building. The Builders shall not contribute anything towards such costs, charges and expenses. The proportional enhance of such costs, charges and expenses, payable by the Purchasers shall be paid by the Purchasers to the Builders immediately on demand.
- 48. It is hereby agreed by and between the parties hereto that in case the Purchaser/s intend to have additional amenities to the said Flat/shop/Offices then in that event the Purchaser/s shall execute a separate Agreement with the Builders in respect of the said additional amenities to be provided by the Builders to the Purchaser/s and for the same the Purchaser/s shall pay to the Builders extra amount for the extra amenities to be provided by the Builders extra the Purchaser/s in the said Flat/Shop/Office. It is further agreed by and between the parties hereto that the said Agreement for

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Additional Amenities to be executed by and between the parties hereto shall be treated as part and parcel of these presents for all purposes and intents.

The Purchaser/s also hereby agrees and undertakes that he/ 49. she/they shall not object against the work of construction of the building by the Builder on their adjoining plot of lands. The Purchaser/ s also hereby agree and confirm that he/she/they have no right and/or authority to grant the right of way/means of access through, across and over the said property, more particularly described in the First Schedule hereunder written, to any third parties. However, the Builders has absolute rights and authority either to assign the right of way / means of access through, across and over the said property, more particularly described in the First Schedule hereunder written, to the person or persons of their choice. Likewise, the Builders shall have right to make use of the right of way / means of access through the said property, more particularly described in the First Schedule hereunder written for developing the other property owned and possessed by the Builders herein and under no circumstances shall be entitled to raise any objection for the same.

of the society of the Flat/Shop/Office purchasers in the said building, the/she/they shall not take any objection to sell the unsold flats/shops in the said building by the Builder to the intending purchasers thereof and similarly, till the Builder sell the vacant and unsold flats/shops to the intending purchasers, neither the Flat/Shop/Offices purchasers nor the Society of the Flat/Shop/Office purchasers in the said building shall demand maintenance from the Builders in respect of the said unsold flats/shops in the said building.

51.—The registration of this Agreement is compulsory and mandatory under the Indian_Registration Act, and also under the Maharashtra 2000 mership Flat Act, 963 within 3 months from the date of execution hereof failings which the same attracts penalty. The Purchaser/s shall at his/her/their cost lodge this Agreement within three months

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from the date hereof for registration with Sub-Registrar of Assurance at Thane and forthwith inform the Builders, the serial number and the date under which the same is lodged to enable them to admit the execution of the same. The Purchaser/s shall pay stamp duty, registration fee and other incidental expenses for registration of this Agreement.

- 52. The lump sum cost of purchase of this Flat/Shop/Office as agreed to be purchased by the purchaser does not include sales tax, service tax & any other Government tax, levies & same if determined to be payable on this transaction at any later date by concerned authorities the same shall become payable by the purchasers on demand at any time. Similarly any additional statutory levies imposed by Government which may affect this deal shall also be fully recovered by the Builders from the purchaser. The purchaser/s also have agreed to give an Affidavit to the Builders stating therein at any stage if service tax is applicable, the same shall be paid by the Purchaser/s to the Builders within a period of 7 days on receipt of such intimation.
- 53. The Flat/Shop/Office Purchasers hereby agrees to undertake that he/she/they shall not do/or suffered to be do anything in or pand and or consume or sell any type of non vegetarian goods, open a non vegetarian restaurant, liquor shop, clubs video parlour in he flats/shops in the said building
- 54. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D. at his/her/their address given by him/her/them specified below:

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	Narendra park r	1049 NAGOT Baheele
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	41) h-	elle = 9E
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55. Without prejudice to the terms and conditions stipulated hereinabove, this Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Fiats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Maharashtra Ownership Flats (Regulation of the Promotion of the Construction etc.) Rules, 1964 or any modifications, orders and notifications issued by the competent authority under the Ownership Flats Act and for the time being in the force or any other provisions of law applicable thereto.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands at Mira Road on this 10 day of August ..., 2016 hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece and parcel of land bearing Old Survey No. 150 (Part), New Survey No. 21, Hissa No. 2, Old Survey No. 151 (Part), New Survey No. 52, Hissa No. 2, Old Survey No. 226 (Part), New Survey No. 58, Hissa No. 2, Old Survey No. 227, New Survey No. 59, Hissa No. 228 (Part), New Survey No. 60, Hissa No. 2014 Survey No. 61, Hissa No. 2, Old Survey No. 230 (Part), New Survey No. 62, Hissa No. 2, totally admeasuring 10028 (Part), New Survey No. 62, Hissa No. 2, totally admeasuring and District Thane and in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal

A Flat/Shop/Office bearing No. 204, admeasuring 605

Sq. Feet (Carpet area) i. e. equivalent to _____ sq. meters on the _____ floor in Building No. _____ Type ___ and Car Parking No. ____ on the Ground/Stilt of the building known as "POONAM ESTATE CLUSTER NO. II" to be constructed on the property described in the First Schedule hereinbefore written.

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SIGNED SEALED AND DELIVERED
by the within named
"BUILDERS"
M/s. RAVI DEVELOPMENT
through its authorised
Signatory
Mr. Hemal J. Doshi
in the presence of
1
2.

2)
SIGNED SEALED AND DELIVERED	}
by the within named)
"PURCHASER/S")
SHRI/SMT./M/S Sayed Shahida)
Abbab Hussein)
in the presence of)
1)
2.)



FOR M/s. RAVI DEVELOPMENT

Authorised Signatory





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RECEIPT

RECEIVED of and from the within named Purchaser/s, the
sum of Rs. 858000 (Rupees Eight larkh hifty Eight
Thousand only only) by way of part/full payment of sale
consideration price hereinabove mentioned, on this day of
20, by Cash/ Cheque/ Dp/ Pay Order bearing No. S04499 dated 18.11.14 drawn on 104
304439 dated 18-11-14 drawn on 1014
Bank Branch Binning.

Rs. <u>&SB 000</u> <u>L</u>

WE SAY RECEIVED

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For M/s. RAVI DEVELOPMENT



(Authorised Signatory)

WITNESS:

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LIST OF AMENITIES

BUILDING

The Building shall be R.C.C. Frame structure.

FLOORING

Granamite Flooring in living room, bedroom,

passage and kitchen. And for bathroom W.C.

will be of ceramic tiles.

KITCHEN

Granite platform with S.S. Sink and 4ft. ceramic

tiles above the platform.

BATHROOM /W.C.

Full height ceramic tiles in bathroom, W.C. &

toilet. One geyser all the bathrooms.

WINDOW

Powder coated sliding windows with marble sill.

The windows in the bathroom and W.C. will

have louvers.

DOORS

The main door will be flush, door with vineer

polish / summico finished. Bathream & W.C.

will have bakelite dod

PLUMBING

Concealed plumbing with good appality fittings,

fixtures and sanitory វិបត្តិនូវ

ELECTRIFICATION

Concealed copper wiring with adequate points

with good quality fittings. T.V. & Telephone

points shall be provided in all the rooms.

PAINTING

Oilbound distemper in all the rooms, Exterior

painting will be of Tex paints.

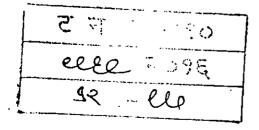
Baheda

104, Saroj Plaza, Near Maxus Mali, Flyover Road, Bhayandar (West), Thane - 401 101. Ph.: 28191739. Cell: 9820640511. emali: adv.dgn@gmali.com

TO WHOMSOEVER IT MAY CONCERN

THIS IS TO CERTIFY that I have investigated the title to the land bearing Old Survey No. 150 (Part), New Survey No. 21, Hissa No. 2, Old Survey No. 151 (Part), New Survey No. 22, Hissa No. 2, Old Survey No. 226 (Part), New Survey No. 58, Hissa No. 2, Old Survey No. 227, New Survey No. 59, Hissa No. 2, Old Survey No. 228 (Part), New Survey No. 60, Hissa No. 2, Old Survey No. 229, New Survey No. 61, Hissa No. 2, Old Survey No. 230 (Part), New Survey No. 62, Hissa No. 2, totally admeasuring 100286.25 sq. meters, situate, lying and being at Village Mira Road, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation, (hereinafter referred to as "the Said Property") owned by Maharashtra Housing and Area Development Authority and have to state as hereunder:

Served and possessed or otherwise sufficiently entitled to the land bearing and Survey No. 150 (Part), New Survey No. 21, Hissa No. 2, Old Survey No. 1510 (Part), New Survey No. 22, Hissa No. 2, Old Survey No. 226 (Part), New Survey No. 58, Hissa No. 2, Old Survey No. 227, New Survey No. 59, Hissa No. 2, Old Survey No. 60, Hissa No. 2, Old Survey No. 60, Hissa No. 2, Old Survey No. 60, Hissa No. 2, Old Survey No. 61, Hissa No. 2, Old Survey No. 230 (Part), New Survey No. 62, Hissa No. 2, totally admeasuring 100286.25 sq. meters, situate, lying and being at Mira Road, Taluka and District Thane and in the Registration District and Sub-District of Thane.



- 2. M/s. Ravi Developments, had submitted a proposal on 31st August, 2006 to the Vice President and Chief Executive Officer, MHADA for the development of the said property.
- 3. The Maharashtra Housing and Area Development Authority had decided to implement the housing project through Joint Venture on the said property on Swiss Challenge method with the approval of the Government in Housing Department.
- 4. Considering the proposal of the Maharashtra Housing and Area Development Authority, the Government in Housing Department by its Letter No. Allotment/1107/Case No. 186/HSG, dated 17th May, 2007, had accorded its approval to take up a Joint Venture as per the Swiss challenge Method and also further directed to take up it is solvene on Joint Venture on Swiss Challenge Method as a Pilot Project.
- Maharashtra, the said Maharashtra Housing and Area Development Authority, through its Regional Board i.e. Konkan Housing and Area Development Board established under the Section 18 of the said Act, invited tenders for competitive bids in the open market on Swiss Challenge Method. In pursuance to the Tenders, offers were received on 11th June, 2007 and thereafter the said M/s. Ravi Developments matched their offer under the Swiss Challenge Method by their Letter, dated 14th June, 2007 and the said M/s. Ravi Developments further submitted their revised offer to the Authority on 9th October, 2007 after discussion with the MHADA Authority. Accordingly as per the Offer, dated 9th October, 2007, the MHADA accepted the offer of the said M/s. Ravi Developments

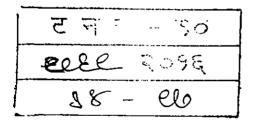
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D. G. NAIK B. Com., LL.M. ADVOCATE, HIGH COURT

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for implementation of Housing Scheme through Joint Venture Project on the said property vide its Resolution No. 6284, dated 22nd November, 2007, on the terms and conditions stipulated therein. In pursuance to the Authority's Resolution No. 6284, dated 22nd November, 2007, the said Board on behalf of the MHADA had issued the Acceptance Letter for making up Housing Scheme in Joint Venture on the said land at Mira Road District, Thane with the said M/s. Ravi Developments, as per the Swiss Challenge Method vide No. CO/KB/152/EE (Ratnagiri) 08, dated 24th January, 2008.

- of 2007, before the High Court of Mumbai challenging the Public Notice, dated 20th May, 2007 issued by the MHADA in respect of the project undan fellerance. Also after giving undertaking accepting the Swiss Challenge Method and participation and having failed in the tender process, May Ostval Builders Ltd., one of the participant in the Tender Process filed W.Pz (5) No. 2714 of 2007 challenging the Public Notice, dated 20th May, 2007 as well as MHADA's Resolution, dated 22nd November, 2007. The High Court of Mumbai by its impugned common Order, dated 27th March, 2008, allowed the Writ Petition
- 7. Aggrieved by the said order, the MHADA filed Special Leave Petition in the Supreme Court of India under No. 11355 11356 of 2008. However, the said M/s. Ravi Developments have also filed two separate Special Leave Petition in the Supreme Court of India under No. SLP (C) No. 11229 of 2008 and SLP (C) No. 13149 of 2008. After hearing all the parties, the Supreme Court of India set aside the Order of Mumbai High Court, dated 27th March, 2008 passed in PIL No. 72 of 2007 and W.P. (L)



No. 2714 of 2007 and allowed the Appeal filed by MHADA and the said M/s. Ravi Developments.

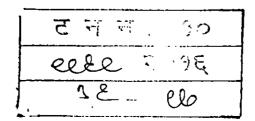
- 8. The Maharashtra Housing and Area Development Authority had entered into a Joint Venture Agreement, dated 13th August, 2009, with M/s. Ravi Developments to develop piece or parcel of land admeasuring 46712 Sq Meters equivalent to 4.67 Hectare, bearing Survey No. 150 (Part), 151 (Part) and 226 to 230, situate, lying and being at Village Penkarpada (Mira Road), Taluka and district Thane, in the Registration District and Sub-District Thane and now within the limits of Mira Bhayandar Municipal Corporation, on the terms and conditions stipulated therein.
- 9. Smt. Sneha Shreenath Navalkar, Saihas Saiprasad Pradhan and M/s. Ever Smile Properties Pvt. Ltd., had filed Special Leave Petition (Civil) before the Hon'ble Supreme Court of India Boaring No. 20670 of 2008, challenging the rights over the land admirasuring 53574. 35 sq. meters and in the Special Leave Petition, the Hon'ble Shipreme Court of India had granted status quo in respect of portion of the said area admeasuring 53574.25 sq. meters out of the total area admeasuring 100286.25 sq. meters. The Hon'ble Supreme Court of India was pleased to vacate the said order of status quo vide an Order, dated 12th January, 2010, passed in Civil Appeal No. 281 of 2010 and observed therein that any construction made on the said land will be subject to final decision of the Writ Petition No. 929 of 2008.
- 10. In view of the said Order, dated 12th January, 2010, passed by the Hon'ble Supreme Court of India in Civil Appeal No. 281 of 2010, a

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Supplementary Agreement of Joint Venture, dated 22nd April, 2010, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-10/05482/2010, dated 11th May, 2010, came to be executed by and between the Maharashtra Housing and Area Development Authority and the said M/s. Ravi Developments, in respect of the said area admeasuring 53574.25 sq. meters, forming the portion of the said land.

- 11. M/s. Ravi Developments have proposed to construct Building known as "POONAM ESTATE CLUSTER NO. II" in the layout of the said property.
- 12. The Mira Bhayandar Municipal Corporation has sanctioned the plan of the buildings to be constructed in the layout of the said property of SUB-MNP/NR/2517/2005-2006, dated 21st January, 2006.
- Mirar Briayandar Municipal Corporation has also issued Comment Cartificate No. MB/MNP/NR/2372/2009-2010, dated 23rd September, 2009, to proceed with the work of construction of the brighing him the layout of the said property as per the plan sanctioned by it and the same has been revised vide Order No. MB/MNP/NR/1867/2010-11, dated 11th August, 2010.
- 14. I have also taken the searches in the office of Sub-Registry of Thane from 1980 to till date and during the course of my searches, I have come across a Supplementary Agreement of Joint Venture, dated 22nd April, 2010, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-10/05482/2010, dated 11th May, 2010, executed by the Maharashtra Housing and Area Development Authority in



favour of M/s. Ravi Developments, in respect of the said area admeasuring 53574.25 sq. meters, forming the portion of the said property and save and except the said document, I have not come across any registered instruments pertaining to the said property

On the whole from the searches taken by me in the office of Sub-15. Registry of Thane from 1980 to till date and also on the basis of documents furnished to me as well as on the basis of information provided to me, I hereby state and certify that title to the land bearing Old Survey No. 150 (Part), Survey No. 151(Part), Hissa No. 2 and Survey No. 226 to 230, admeasuring 100286.25 sq. meters, situate, lying and being at Village Mira Road, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation owned by MaharashtrauHousing and Area Development Authority, is clear, markefalle, and free from encumbrances. I further state and certify that A Ravi Developments is entitled to develop the said property by constructing the said Building known as "POONAM ESTATE CLUSTER NO. It in the layout of the Said property as per the permissions and sanctions granted by the Authorities Concerned.

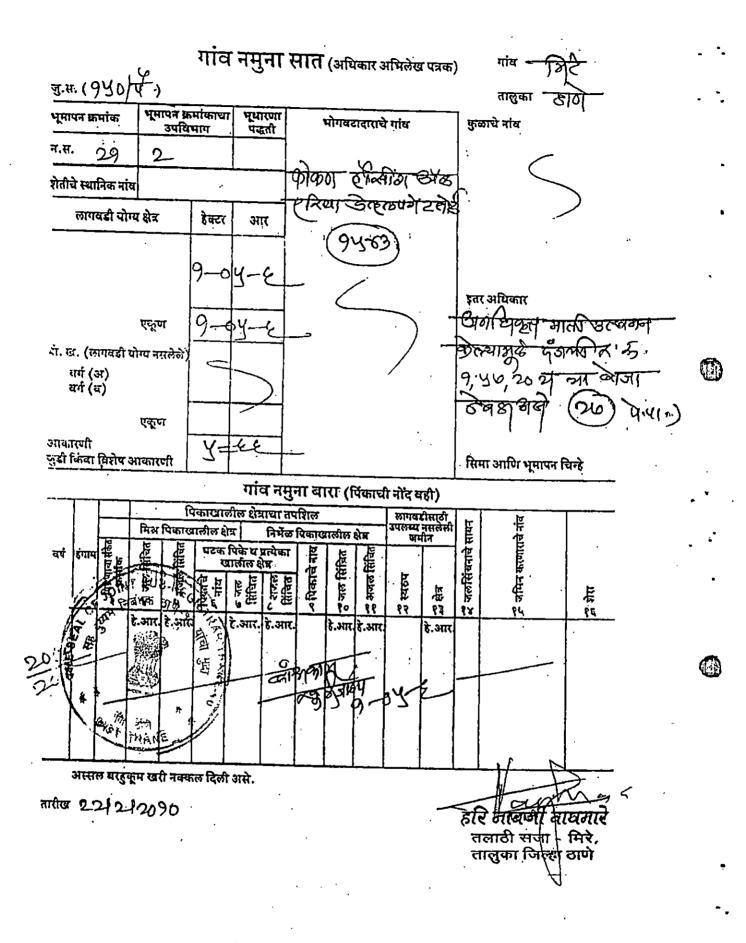
Dated: 7th May, 2011

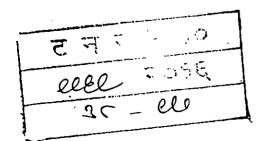
Advocate

Unique Shant\Ravi Developments (Cluster II)

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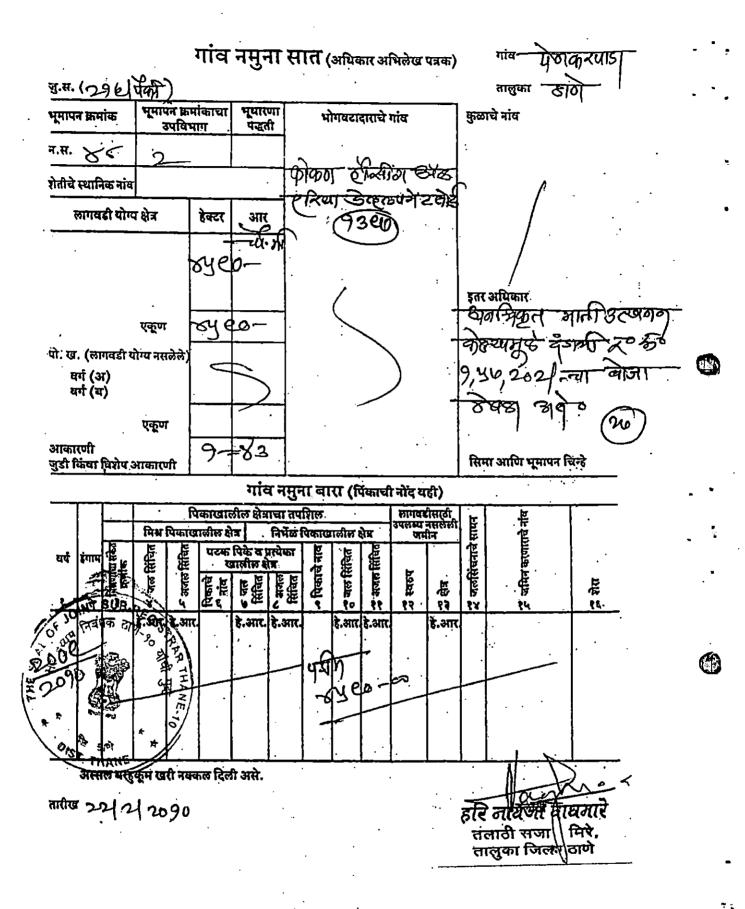
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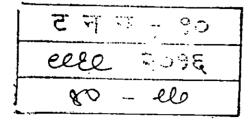




गांव नमुना सात (अधिकार अभिलेख पत्रक) तालुका कुळाचे नांव भूमापन क्रमांकाचा भूधारणा पद्यती भोगयटादाराचे गांव भूमापन क्रमांक उपविभाग 22 न.स. 2 कोकम हिन्दींग अंड शेतीचे स्थानिक नांव रिया जिल्लपने टर्ने हेक्टर लागवडी योग्य क्षेत्र आरं इतर अधिकार کہ ر<u>ہ د</u> एक्षा पो. ख. (लागवडी योग्य नसलेले) वर्ग (अ) वर्ग (ब) एकुण आकारणी सिमा आणि भूमापन चिन्हे जुडी किंवा विशेष आकारणी JOINT SUB-REGIS गांव नमुना बारा (पिकाची नोंद यही) काग्रवहीसाठी उपसम्भ नससे जमीन पिकाखाळील क्षेत्राचा तपशिल मिश्र पिकाखालील क्षेत्र निर्भेळ पिकाखालील क्षेत्र 知 YHAN घटक विके व प्रत्येका खालील क्षेत्र मिसणाया सर्वेत इत्यास जल सिचित वर्ष स्यक्ष र अजल 83 कि. ठाणे हे.आ हे.आर. **કે.આર**િક:આર ST THANE अस्सल यरहुकूम खरी नवकल दिली असे. तारीख २०१२/२०१० हरि नायजी वाघमारे तलाठी संजा मिरे, तालुका जिल्ही ठाणे

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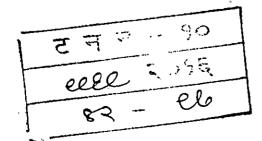


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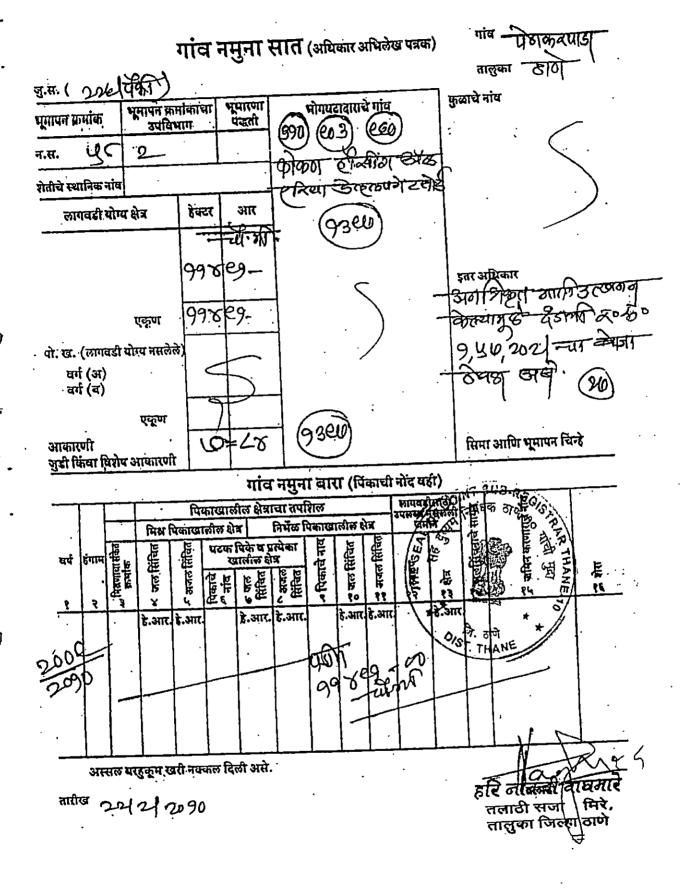
गांव नमुना सात (अधिकार अभिलेख पत्रक) जु.स. (229) एकि भूपारणा पद्धती कुळाचे नांब भूमापन क्रमांकांचा भोगवटादाराचे गांव भूसापन क्रमांक उपविभाग न.स. कोकरा ट्रांब्सिंग स्टेंब शेतीचे स्थानिक नांव रिया डिव्हळपने टरोई ं लागवडी योग्य क्षेत्र आर च्येंग्रि 6443-00 इतर अधिकार-अनिष्ट्रत माति उट्यम ७५५B*--*० एकूण であり、90,202 पो. ख. (लागवडी योग्य नसलेले) वर्ग (अ) वर्ग (ब) एकूण आकारणी 100 ंसिमा आणि भूमापन चिन्हे जुडी किंवा विशेष आकारणी गांव नमुना बारा (पिकाबी नोंद बही) पिकाखालील क्षेत्राचा तपशिल मिश्र पिकाखाळील क्षेत्र निर्मेळ पिकाखालील क्षेत्र घटक पिके व प्रत्येका खालील क्षेत्र सिवा मित्रणांचा स्किन् सन्मान धर्ष अस्सल बरहुकूम खरी नक्कल दिली असे. तारीख २२/२/२७१० हरि नाक्जी वाघगारे तलाठी संजी - मिरे, तालुका ज़िल्हां ठाणे

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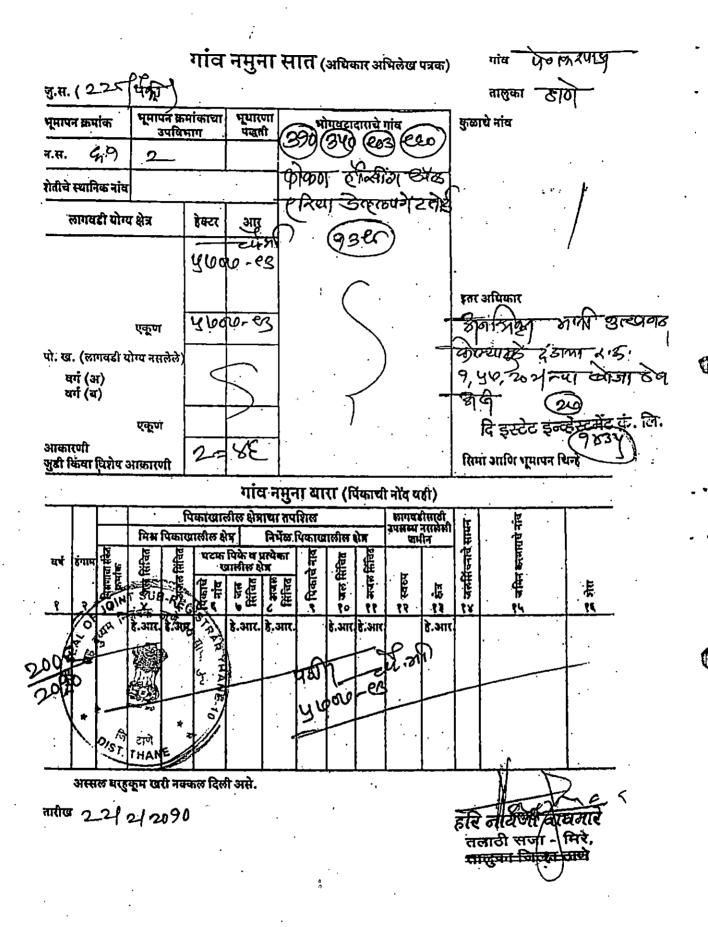
पेठा करपाश गांव नमुना सात (अधिकार अभिलेख पत्रक) जु.स. (22 र्श पेक्स) मुमापन क्रमांकाचा भूयारणा पद्धती कुळाचे नांव भूमापन क्रमांक भोगवटादाराचे गांव उपविभाग न.स. कोकम हॉब्सींग अस शेतीचे स्थानिक नांव गरिया जिल्लाभे यसे। लागवडी योग्य क्षेत्र हेक्टर आ्र च्याः अ 080 इतर अधिकार 1060-00 एकूण पो. ख. (लागवटी योग्य नसलेले) धर्ग (अ) वर्ग (य) एकूण आकारणी 0426 सिमा आणि भूमापन चिन्हे जुड़ी किंवा विशेष आकारणी गांव नमुना बारा (पिंकाची नोंद वही) पिकाखालील क्षेत्राचा तपशिल **कागवडीस**(ठी 🗶 जलसिंचनाचे सायन मिश्र पिकाखालील क्षेत्र निर्मेळ पिकाखालील क्षेत्र यटक पिके व प्रत्येका ...खालीस क्षेत्र वर्ष भ्यक्त 器 ?? Ę ारी ध्र 6×90 अस्तल बर्ह्यूम खरी नक्कल दिली असे. हरि वारकणी वायगारे मारीख भ्या भाग १०१० तलाठी सूजा े मिरे, तालुका जिल्हा ठाणे

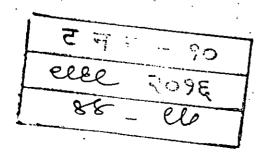


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मिरा भाईंदर महानगरपालिका

मुख्य कार्यालय, भाईंदर (प.),

छत्रपती शिवाजी महाराज मार्ग, ता. जि. ठ १णे - ४०१ १०१



जा. क्र. मि.भा./मनपा/नर/--9<<u>६७ --/-2090-9</u>9

दिनांक :- 99/< 12090

जमीन/जागामालक - मे. कोकण गृहनिर्माण व क्षेत्र विकास मंडळ

अधिकार पत्रधारक - मे. रवि हेव्हलपमेंट

े द्वारा - वास्तुविशारद - मे. अविनाश म्हात्रे ॲन्ड असो.

विषयः :- मिरा भाईंदर महानगरपालिका क्षेत्रातील मौजे - पेणकरपाडा स.क्र. २२६पे., २२७पे., २२८पे., २२९पे., २३०पे., व मौजे मिरा स.फ्रॅ. १५०पै., १५१पै. या जागेत नियोजित बांधकामास बांयकाम प्रारंभपत्र मिळणेबाबत.

संदर्भ :- १) आपला दि.२५/०६/२०१० चा अर्ज.

- २) कोकण गृहनिर्माण व क्षेत्रविकास मंडळ (म्हाडा) यांचेकडील पत्र क्र. सीओ/केबी-१४६७/१०, दि.०६/०८/१० चे पत्र.
- ३) शासनाचे पत्र क्र. टिपीएस-१२०८/युओआर-१५०/सीआर-४४६/०८/युडी-१२, दि.३०/०४/२०१०.
- ४) या कार्यालयाचे पत्र क्र. मिभा/मनपा/नर/२३७२/२००९-१०, दि.२३/०९/२००९ अन्वये सुधारीत बांधकाम पुरवानगी.
- ५) अग्निशमन विभागाकडील पत्र क्र. मनुस्रिक्षिति १९५ दि.१५/०७/१० अन्वये तात्पुरता नहिर्देक्त दोखला.

-: सुधारीत बांधकाम प्रारंभपत्र :- (सुधारित नकाशे मंगरीसह) (फक्त जोत्यापर्यंत)

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या कलमें ४५ अन्त्रये व मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ चे कलम २५३, २५४ (प्रकरण १२ सह) विकास कार्य करण्यासाठी / बांधकाम प्रारंभपत्र मिळण्यासाठी आपण विनंती केले नुसार मिरा भाईदर महानगरपालिका क्षेत्रातील मौजे - पेणकरपाडा सि.स.नं./सर्वे क्र./हिस्सा क्र. २२६पै., २२७पै., २२८पै., २२९पै., २३०पै., व मौजे मिरा, स.क्र. १५०पै., १५१पै. या जागेतील रेखांकन, इमारतीचे बांधकाम नकाशांस खालील अटी व शर्तीचे अनुपालन आपणाकडून होण्याच्या अधीन राहून ही मंजूरी देण्यात येत आहे.

१) सदर भुखंडाचा वापर फक्त बांधकाम नकाशात दर्शविलेल्या रहिवास + वाणिज्य वापरासाठीच करण्याचा आहे.

२) सदरच्या बांधकाम परवानगीने आपणास आपल्या हक्कात नसलेल्या जागेवर कोणतेही बांधकाम करता येणार नाही.

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कर्म हैं में का प्राप्तमाणे जागेवर प्रत्यक्ष मोजणी करन घेणेची आहे व त्यांची तालुका क्ष्मित्र पूर्वी अधिलेख ठाणे यांनी प्रमाणीत केलेली नकाशाची प्रत या कार्यालयांच्या अभिलेखार्थ दोन प्रतीमध्ये पाठ विणेची आहे व त्यास मंजूरी घेणे अस्त्रियक आहे.

) सदर भूखंडाची उपविभागणी महानगरपालिकेच्या पूर्वपरवानगीशिवाय करता येणार नाही. तसेच मंजुर रेखांकनातील इमारती विकसीत करण्यासाठी इतर/दुस-या विकासकास अधिकार दिल्यास / विकासासाठी प्रधिकृत केल्यास दुय्यम / दुस-या विकासकाने मंजुर बांधकाम नकाशे व चटई क्षेत्राचे व परवानगीत नमूद अटी व शर्तीचे उल्लंघन केल्यास/पालन न केल्यास या सर्व कृतीस मुळ विकासक

व वास्तुविशारद जबाबदार राहील.....

५) या जागेच्या आजुबाजुला जे पुर्वीचे नकाशे मंजुर झाले आहेत त्याचे रस्ते हे सदर नकाशातील रस्त्याशी प्रत्यक्ष मोजणीचे व सिमांकनाचे वेळी सुसंगत जुळणे आवश्यक आहे. तसेच या जागेवरील प्रस्तावीत होणा-या खांधकामास रस्ते संलग्नित ठे वणे व सार्वजनिक वापरासाठी खुले ठे वणेची जबाबदारी विकासक/ वास्तुविशारद / धारक यांची राहील. रस्त्याबाबत व वापराबाबत आपली / धारकाची कोणतीही हरकत असणार नाही.

६) नागरी जमीन धारणा कायदा १९७६ चे तरतुर्दीना व महाराष्ट्र जमीन महसुल अधिनियम च्या तरतुर्दीस कोणत्याही प्रकारची बाधा येता कामा नये व या दोन्ही कायदयान्वये पारीत झालेल्या व यापुढे वेळोवेळी होणा-या सर्व आदेशाची अंमलबजावणी करण्याची जबाबदारी विकासक व वास्तुविशारद इतर धारक यांची

राहील.

७) रेखांकनात /बांधकाम नकाशान इमारतीचे समोर दर्शविण्यात / प्रस्तावीत करण्यात आलली सामासीक अंतराची जागा ही सार्वजनिक असून महानगरपालिकेच्या मालकीची राहील व या जागेचा वापर सार्वजनिक रस्त्यासाठी /रस्ता रंदीकरणासाठी करण्यात येईल. याबाबत अर्ज्वार व विकासक व इतर धारकांचा कोणताही

हैं मिलिकी है स्वकाबाबतचा वाद उत्पन्न झाल्यास त्यास अर्जदार, विकासक, वास्तुविशारद, व्याप्तुक व अर्थियोत व्यक्ती जबाबदार राहतील. तसेच वरील जागेस पोच मार्ग उपलब्ध विसेल्याची व्यक्ती जागेच्या हदी जागेवर प्रत्यक्षपणे जुळविण्याची जबाबदारी अर्जदार, विकासक, वास्तुविशारव यांची राहील. यामध्ये तफावत निर्माण झाल्यास सुधारीत मंजुरी घेणे क्रमप्राप्त आहे.

९) मंजुर रेखांकनातील रस्ते, ब्रेनेज, गटारे व खुली जागा (आर.जी.) अर्जदाराने / विकित्सकाने महानगरपालिकेच्या नियमाप्रमाणे पुर्ण करन सुविधा सार्वजनिक

वापरासाठी कायम स्वस्मी खुली ठे वणे बंधनकारक राहील.

१०) मंजुर रेखांकनातील इमारतीचे नियमावलीनुसार जोत्याचे प्रमाणपत्र प्राप्त केल्याशिवाय उर्वरीत बांधकाम करण्यात येक नये.

११) इमारतीस उदबाहन, अग्निशामक तरतुद, पाण्याची जिमनीवरील व इमारतीवरील अशा दोन टाक्या, दोन इलेक्ट्रीक पंपसेटसह 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 राहील. तसेच सांखपाण्याची सोय व मैलविसर्जनाची व्यवस्था करण्याची जबाबदारी विकासकाची/ धारकाची राहील.

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अवाया वित्र १९८७ १९०-१९

१३) अर्जदाराने स.नं., हि.नं., मौजे, महानगरपालिका मंजूरी, बिल्डरचे नांव असिकटेक्ट चे त्र नाव, अकृषिक मंजुरी व इतर मंजुरींचा तपशील पर्शविणारा फलक प्रविक्षानित्र लावण्यात आल्यानंतरच इतर विकास कामास सुरुवात करणे बंधनकारक राहिल, तसेच सर्व मंजुरीचे मुळ कागदपत्र तपासणीसाठी/निरीक्षणासाठी जागेवर सर्व करलावधीसाठी उपलब्ध करन ठेवणे ही वास्तुविशारद व विकासक यांची संयुक्त जबाबदारी आहे अपने कागदपत्र जागेवर प्राप्त न झाल्यास तातडीने काम बंद करण्यात येईल.

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कागदपत्र जागवर आज च जावास सामग्रियापुर्वी मातीची चाचणी (Soil Test) घेऊन १४) मंजुर रेखांकनातील इमारतीचे बांधकाम करण्यापुर्वी मातीची चाचणी (Soil Test) घेऊन व बांधकामाची जागा भूकंप प्रवण क्षेत्राचे अनुषंगाने सर्व तांत्रिक बाबी विचारात घेऊन (Specifically earthquake of highest intensity in siesmic zone should be considered) आर.सी.सी. डिझाईन तयार करन संबंधीत सक्षम अधिका-यांची मंजुरी घेणे. तसेच इमारतीचे आयुष्यमान, वापर, बांधकाम चालू साहित्याचा दर्जा व गुणवत्ता व अग्नि क्षमण व्यवस्था याबाबत नॅझनल बिल्डींग कोड प्रमाणे तरतुदी करन कार्यान्वीत करणे तसेच बांधकाम चालु असतांना तांत्रिक व अंतांत्रिक कार्यवाही पुर्ण करन त्याची पालन करण्याची जबाबदारी अर्जदार, विकासक, स्ट्रक्चरल अभियंता, वास्तुविशारद, बांधकाम पर्यवेक्षक, धारक संयुक्तपणे राहील.

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

१६) मंजुर बांधकाम नकाशे व जागेवरील बांधकाम यामध्ये तफावत असल्यास नियमावलीनुसार त्वरीत सुधारीत बांधकाम नकाशांना मंजुरी घेणे बंधनकारक आहे अन्यथा हे बांधकाम मंजुर विकास नियंत्रण नियमावलीनुसार अनिधकृत ठ रते त्यानुसार उक्त अनिधकृत बांधकाम तोडण्याची कार्यवाही करण्यात येईल.

१७) बांधकाम साहित्य रस्त्यावर व सार्वजनिक ठि काणी ठे वता येणार नाही. याबाबुतुहो तर् उल्लंघन झाल्यास महानगरपालिकेकडून आपणाविस्थ्य दंडात्मक कार्यवाही क्रिस्ट्याज के येईल.

१८) इमारतीचे बांधकामाबाबत व पुर्णत्वाबाबत नियमावलीतील क्रिक्ट के. ४३ कि. ४४ कि

१९) महानगरपालिकेने मंजूर केलेले बांधकाम नकाशे व बांधकाम प्रारंभ पत्र रहे करण्याचील कार्यवाही खालील बाबतीत करण्यात येईल व मुंबई प्रांतिक महानगरप्राहितका अधिनियम १९४९ व महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या सर्भादीनुसार संबंधिताविस्य विहीत कार्यवाही करण्यात येईल.

१) मंजुर बांधकाम नकाशाप्रमाणे बांधकाम न केल्यास.

२) मंजुर 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 ग्राहयता नसलेली कागदपत्रे सादर केल्यास व प्रस्तावाच्या अनुषंगाने महानगरपालिकेची दिशाभूल केल्याचे निदर्शनास आल्यास या अधिनियमाचे कलम २५८ अन्वये कार्यवाही करण्यात येईल.

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पुरके जिन्नस्तावीचे इमारतीमध्ये तळमजल्यावर स्टिल्ट (Stilt) प्रस्तावीत केले असल्यास भाइन्हर्म ची मंजुर बांधकाम नकाशाप्रमाणे ठे वण्यात यावी व या जागेचा वापर वाहनतेळसाठीच करण्यात यावा.

धेंत्र विकास योजनेत विकास योजना रस्त्याने / रस्ता स्वीकरणाने बाधीत होणारे क्षेत्र ५०९२.५० चौ.मी. महानगरपालिकेकडे हस्तांतर केले असल्याने व हया हस्तांतर केलेल्या जागेच्या मोबदल्यात आपणांस अतिरिक्त चटई क्षेत्रांचा लाभ/ मंजुरी देण्यात आली असल्याने सदरचे क्षेत्र कायमस्वस्मी खुले, मोकळे, अतिक्रमणविरहीत ठे वण्याची जबाबदारी विकासकाची ग्रहील. तसेच या जागेचा मालकी हक्क इतरांकडे कोणत्याही परिस्थितीत व केव्हाही वर्ग करता येणार नाही. तसेच या क्षेत्राचा इतरांकडून मोबदला आपणांस इतर संबंधितास व धारकांस स्विकारता येणार नाही.

- २२) मंजूर बांधकाम नकाशातील १५.० मी. पेक्षा जास्त उंचीचे इमारतीचे अग्निशमन व्यवस्थेबाबत सक्षम अधिका-याचे 'ना हरकत प्रमाणपत्र' सादर करणे बंधनकारक आहे.
- २३) मंजुर रेखांकनाच्या जागेत विद्यमान इमारत तोडण्याचे प्रस्तावीत केले असल्यास विद्यमान बांधकामक्षेत्र महानगरपालिकेकडून प्रमाणीत करून घेतल्यानंतर विद्यमान इमारत तोड्न नवीन बांधकामास प्रारंभ करणे बंधनुकारक आहे.
- २४) प्रस्तावातील इमारतीचे बांधकाम पुर्ण झाल्यानंतर नियमाप्रमाणे पुर्ण झालेल्या इमारतीस प्रथम वापर परवाना प्राप्त करून घेणे व तदनंतरच इमारतीचा वापरासाठी वापर करणे अनिवार्य आहे. महानगरपालिकेकडून वापर परवाना जन्मकोहा इमारतीचा वापर चालु असल्याचे निदर्शनास आल्यास वास्तुविशारद, विश्व विद्वार्गिक, व धारक यांच्यावर व्यक्तीशः कायदेशीर कार्यवाही करण्यात येईल. २५) पुनिविक्रीति / नव्याने पुर्ण होणा-या इमारतीमध्ये विद्यमान रहिवाशांना सामावून

पुनिस्तिस्तात / नव्यान पुण हाणा-या इमारतामध्य विद्यमान राहवाशाना सामावूर्य घोण्याची कायदेशीर जबाबदारी वास्तुविशारद, विकासक व धारक यांची राहील. याबाबतुची सर्व कायदेशीर पुर्तता (विकासकाने रहिवाशांसोबत करावयाचा करारताम्यां व इतर बाबी) विकासकाने /धारकाने करणे बंधनकारक राहील. २६) या मंजुरीची मुदत दि ११।८१९०० पासून दि १०।८१९०० पर्यंत राहील. तदनंतर महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे तरतुदीनुसार विहित कायदेशीररीत्या आपोआप रदद होईल.

- २७) सदरच्या आदेशातील नमूद अटी व शर्तीचे पालन करण्याची जबाबदारी अर्जदार, वास्तुविशारद, विकासक, अधिकार पत्रधारक, बांधकामपर्यवेक्षक स्ट्रक्चरल अभियंता व धारक यांची राहील.
- २८) सदर जागेच्या मालकीबाबत व न्यायालयात दावा प्रलंबीत नसल्याबाबत आपण प्रतिज्ञापत्र दिलेले आहे. याबाबत काहीही विसंगती आढळून आल्यास दिलेली परवानगी रद करण्यात येईल.
- २९) बांधकाम परवानगीमधील मंजूर इमारतीच्या स्टिल्ट क्षेत्राची उंची ही क्रॉस बीम पासून २.४० मी. ठेवणे आपणावर बंधनकारक राहिल.

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मिरा भाईंदर महानगरपालिका

मुख्य कार्यालय, भाईंदर (प.), छत्रपती शिवाजी महाराज मार्ग, ता. जि. ठाणे - ४०१ १०१.

जा. क्र. मि.भा./मनपा/नर/-रेड्र पृष्ट / २०१३-१४ दिनांक :- १८ १०/२०१३ प्रति,
जमीन/जागामालक - मे.कोकण गृहनिर्माण व क्षेत्रविकास मंडळ (म्हाडा)
अधिकार पत्रधारक - मे. रवि डेव्हलपमेंट
द्वारा - वास्तुविशारद - मे. अविनाश म्हात्रे ऑन्ड असो.

विषय:- मिरा भाईंदर महानगरपालिका क्षेत्रातील मौजे - पेणकरपाडा सर्वे क्र./ हिस्सा क्र. स.क्र. २२६पे., १२७पे., २२८पे., २२८पे., २२०पे. व मौजे मिरा, स.क्र. १५०पे., १५१पे. या जागेत नियोजित बांथकामास बांधकाम प्रारंभपत्र मिळणेबाबत.

संदर्भ :- १) आपला दि. ०१/०७/२०१३ व दि.१०/०७/२०१३ चा अर्ज.

- २) कोकण गृहनिर्माण व क्षेत्रविकास मंडळ (म्हाडा) यांचेकडील पत्र क्र. सीओ/केबी-१४६७/१०, दि.०६/१८/१४ चे पत्र के
- ३) शासनाचे पत्र क्र. टिपीएस-१२०८/युओक्सि-१५०/सीआरेड है ४४६/०८/युडी-१२, वि.३०/०४/२०१४
- ४) या कार्यालयाचे पत्र क्र. मनपा/नर/१८६५%/२०१०-११ दि.११/०८/२०१० अन्वये सुधारीत बांधकीम परवानगृहित
- (अग्निशमन विभागाकडील पत्र क्र. मसपा/अग्नि/वैर्ध्/१०-११, वि.१५/०७/१० व पत्र क्र. मनपा/अग्नि/३५८/२०१३-१४१ वि.१५/०५/२०१३ अन्वये तात्पुरता नाहरेक्त सम्बद्धीह

-: सुधारीत बांधकाम प्रारंभपत्र :- (स्थारीत नकाशे मंजूरीसह) (क्लस्टर २ मधील इमारतीकरिता जोत्यापर्यंत)

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या कलम ४४, ४५ अन्वये व मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ चे कलम २५३ ते २६९ विकास कार्य करण्यासाठी / बांधकाम प्रारंभपत्र मिळण्यासाठी आपण विनंती केले नुसार पिरा भाईंदर महानगरपालिका क्षेत्रातील मौजे — पेणकरपाडा सि.स.नं./सर्वे क्र./हिस्सा क्र. स.क्र. २२६पे., २२०पे., २२०पे., २२०पे., व मौजे मिरा, स.क्र. १५०पे., १५१पे. या नरहपे., २२७पे., ३२८पे., २२०पे., २३०पे. व मौजे मिरा, स.क्र. १५०पे., १५१पे. या जागेतील रेखांकन, इमारतीचे बांधकाम नकाशांस खालील अटी व शर्तीचे अनुपालन आपणाकडून होण्याच्या अधीन राहून ही मंजूरी देण्यात येत आहे.

श) सदर भुखंडाचा वापर फक्त बांधकाम नकाशात दर्शविलेल्या रहिवास + वाणिज्य वापरासाठीच करण्याचा आहे.

२) सदरच्या बांधकाम परवानगीने आपणास आपल्या हक्कात नसलेल्या क्रियेवर कोणतेही बांधकाम करता येणार नाही.

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- ३) मंजूर नकाशाप्रमाणे जागेवर प्रत्यक्ष मोजणी करून घेणेची आहे व त्यांची तालुका निरिक्षक 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 मंजुर रेखांकनातील इमारती विकसीत करण्यासाठी इतर/दुस-या विकासकास अधिकार दिल्यास / विकासासाठी प्रधिकृत केल्यास दुय्यम / दुस-या विकासकाने मंजुर बांधकाम नकाशे व चटई क्षेत्राचे व परवानगीत नमूद अटी व शर्तीचे उल्लंघन केल्यास/पालन न केल्यास या सर्व कृतीस मुळ विकासक व वास्तुविशारद जबाबदार राहील.
- ५) या जागेच्या आजुबाजुला जे पुर्वीचे नकाशे मंजुर 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 राहील. रस्त्याबाबत व वापराबाबत आपली / धारकाची कोणतीही हरकृत असणार नाही.

६) नागरी जमीन धारणा कोयदा १९७६ चे तरतुदींना व महाराष्ट्र जमीन महसुल अधिनियम च्या तरतुदीस कोणत्याही प्रकारची बाधा येता कामा नये व या दोन्ही कायदयान्वये पारीत झालेल्या व यापुढे वेळोवेळी होणा-या सर्व आदेशाची अंमलबजावणी करण्याची जबाबदारी विकासक व वास्तुविशारद इतर धारक यांची

रेखांकनात /बांधकाम नकाशात इमारतीचे समोर दर्शविण्यात / प्रस्तावीत करण्यात आलंदी सामासीक अंतराची जागा ही सार्वजनिक असून महानगरपालिकेच्या मालकीची राहील व या जागेचा वापर सार्वजनिक रस्त्यासाठी /रस्ता रंदीकरणासाठी कर्रण्यात येईल. याबाबत अर्जदार व विकासक व इतर धारकांचा कोणताही कायरेशीर हक्क असणार नाही.

() मालर्की हक्काबाबतचा वाद उत्पन्न झाल्यास त्यास अर्जदार, विकासक, वास्तुविशारद, प्रारंक व संबंधीत व्यक्ती जवाबदार राहतील. तसेच वरील जागेस पोच मार्ग उपलब्ध असल्याची व जागेच्या हदी जागेवर प्रत्यक्षपणे जुळविण्याची जबाबदारी अर्जदार, विकासक, वास्तुविशारद यांची राहील. यामध्ये तफावत निर्माण झाल्यास सुधारीत मंजुरी घेणे क्रमप्राप्त आहे.

- १) मंजुर रेखांकनातील रस्ते, ड्रेनेज, गटारे व खुली जागा (आर.जी.) अर्जदाराने / विकासकाने महानगरपालिकेच्या नियमाप्रमाणे पुर्ण करून सुविधा सार्वजनिक वापरासाठी कायम स्वरुपी खुली ठेवणे बंधनकारक राहील.
- १०) मंजुर रेखांकनातील इमारतीचे नियमावलीनुसार जोत्याचे प्रमाणपत्र प्राप्त केल्याशिवाय उर्वरीत बांधकाम करण्यात येऊ नये.
- ११) इमारतीस उदवाहन, अग्निशामक तरतुद, पाण्याची जिमनीवरील व इमारतीवरील अशा दोन टाक्या, दोन इलेक्ट्रीक पंपसेटसह तरतुद केलेली असली पाहिजे.

१२) महानगरपालिका आपणांस बांधकामासाठी व पिण्यासाठी व इतर कारणासाठी पाणी अपरवठा करण्याची हमी घेत नाही. याबाबतची सर्व जबाबदारी विकासक/धारक यांची पाणी निकासक/धारक यांची महिता नाहील. तसेच सांडपाण्याची सोय व मैलविसर्जनाची व्यवस्था करण्याची जबाबदारी भिक्षित करण्याची पारकाची राहील.

पुष्प पूर्यालय विश्व करण्य भाषारा विकासकाची स्टिट्ट क्रियाकाची स्टिट क्रिय क्रियाकाची स्टिट क्रिय क्रियाकाची स्टिट क्रिय क्रियाकाची स्टिट क्रिय क्रियाकाची स्टिट क्रिय क्रिय

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१३) अर्जदाराने स.नं., हि.नं., मौजे, महानगरपालिका मंजूरी, बिल्डरचे नांव, आर्किटेक्टचे नाव, अकृषिक मंजुरी व इतर मंजुरींचा तपशील दर्शविणारा फलक प्रत्यक्ष जागेवर लावण्यात आल्यानंतरच इतर विकास कामास सुरवात करणे बंधनकारक राहील. तसेच सर्व मंजुरीचे मुळ कागदपत्र तपासणीसाठी/निरोक्षणासाठी जागेवर सर्व कालावधीसाठी उपलब्ध करून ठेवणे ही वास्तुविशारद व विकासक यांची संयुक्त जबाबदारी आहे. अशी कागदपत्रे जागेवर प्राप्त न झाल्यास तातडीने काम बंद करण्यात येईल.

१४) मंजुर रेखांकनातील इमारतीचे बांयकाम करण्यापुर्वी मातीची चाचणी (Soil Test) घेऊन व बांधकामाची जागा भूकंप प्रवण क्षेत्राचे अनुषंगाने सर्व तांत्रिक बाबी विचारात घेऊन (Specifically earthquake of highest intensity in siesmic zone should be considered) आर.सी.सी. डिझाईन तयार करन संबंधीत सक्षम अधिका-यांची मंजुरी घेणे. तसेच इमारतीचे आयुष्यमान, वापर, बांधकाम चालू साहित्याचा दर्जा व गुणवत्ता व अग्नि क्षमण व्यवस्था याबाबत नॅशनल बिल्डींग कोड प्रमाणे तरतुदी करन कार्यान्वीत करणे तसेच बांधकाम चालु असतांना तांत्रिक व अंतांत्रिक कार्यवाही पुर्ण करन त्याची पालन करण्याची जबाबदारी अर्जदार, विकासक, स्ट्रक्चरल अभियंता, वास्तुविशारद, बांधकाम पर्यवेक्षक, धारक संयुक्तपणे राहील.

१५) रेखांकनातील जागेत विद्यमान झाडे असल्यास तोडण्यासाठी महानगरपालिकेची व इतर विभागांची पुर्व मंजुरी प्राप्त करणे बंधनकारक आहे. तसेच खुल्या जागेत वृक्षारोपण करण्यात यावे.

१६) मंजुर बांधकाम नकाशे व जागेवरील बांधकाम यामध्ये तफावत असल्यास निर्मुमिवल्झेहुस्सर ठाळ त्वरीत सुधारीत बांधकाम नकाशांना मंजुरी घेणे बंधनकारक आहे अनुश्री है बांधकाम मंजुर विकास नियंत्रण नियमावलीनुसार अनिधकृत ठरते त्यानुसार कि बांयकाम तोडण्याची कार्यवाही करण्यात येईल.

१७) बांथकाम साहित्य रस्त्यावर व सार्वजनिक ठिकाणी ठेवता येणार नाही. पृष्टिगबतचे उल्लंघन झाल्यास महानगरपालिकेकडून आपणाविरध्द दंडात्मक कार्यवाही कुरुण्यात

१८) इमारतीचे बांधकामाबाबत व पुर्णत्वाबाबत नियमावलीतील बाब क्रं.४३ ते १६ मि काटेकोरपणे अंमलबजावणी करण्याची संपुर्ण जबाबदारी विकासक, वास्तुविशारद, स्ट्रक्चरल अभियंता, बांधकाम पर्यवेक्षक व धारक यांची राहिल.

१९) महानगरपालिकेने मंजूर केलेले बांधकाम नकाशे व बांधकाम प्रारंभ पत्र रद्द करण्याची कार्यवाही खालील बाबतीत करण्यात येईल व मुंबई प्रांतिक गहानगरपालिका अधिनियम १९४९ व महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या तस्तुदीनुसार संबंधिताविस्यद विहीत कार्यवाही करण्यात येईल.

१) मंजुर बांधकाम नकाशाप्रमाणें बांधकाम न केल्यास.

२) मंजुर 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 विथी ग्राहयता . नसलेली कागदपत्रे सादर केल्यास व प्रस्तावाच्या अनुषंगाने महानगरपालिके दिशाभूल केल्याचे निदर्शनास आल्यास या अधिनियमाचे कलम २५८ अन्वये कार्यवाही करण्यात येईल.

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- २०) प्रस्तावीत इमारतीमध्ये तळमजल्यावर स्टिल्ट (Stilt) प्रस्तावीत केले असल्यास स्टिल्टची उंची मंजुर बांधकाम नकाशाप्रमाणे ठे वण्यात यावी व या जागेचा वापर वाहनतळासाठीच करण्यात यावा.
- २१) मंजुर विकास योजनेत विकास योजना रस्त्याने / रस्ता स्वीकरणाने बाधीत होणारे क्षेत्र ५०९२.५० चौ.मी. महानगरपालिकेकडे हस्तांतर केले असल्याने व हया हस्तांतर केलेल्या जागेच्या मोबदल्यात आपणांस अतिरिक्त चटई क्षेत्रांचा लाभ/ मंजुरी देण्यात आली असल्याने सदरचे क्षेत्र कायमस्वस्मी खुले, मोकळे, अतिक्रमणविरहीत ठेवण्याची जबाबदारी विकासकाची राहील. तसेच या जागेचा मालकी हक्क इतरांकडे कोणत्याही परिस्थितीत व केव्हाही वर्ग करता येणार नाही. तसेच या क्षेत्राचा इतरांकडून मोबदला आपणांस इतर संबंधितास व धारकास स्विकारता येणार नाही.
- २२) मंजूर बांधकाम नकाशातील १५.० मी. पेक्षा जास्त उंचीचे इमारतीचे अग्निशमन व्यवस्थेबाबत सक्षम अधिका-याचे 'ना हरकत प्रमाणपत्र' सादर करणे बंधनकारक आहे.

२३) मंजुर रेखांकनाच्या जागेत विद्यमान इमारत तोडण्याचे प्रस्तावीत केले असल्यास विद्यमान बांधकामक्षेत्र महानगरपालिकेकडून प्रमाणीत करन घेतल्यानंतर विद्यमान उप8-क्रुंड्मारत तोडून नवीन बांधकामास प्रारंभ करणे बंधनकारक आहे.

देवक २४) प्रस्तावातील इमारतीचे बांधकाम पुर्ण झाल्यानंतर नियमाप्रमाणे पुर्ण झालेल्या इमास्तीस प्रथम वापर परवाना प्राप्त करन घेणे व तदनंतरच इमारतीचा वापरासाठी वापर करणे अनिवार्य आहे. महानगरपालिकेकडून वापर परवाना न घेती झुगारतीचा वापर चालु असल्याचे निदर्शनास आल्यास वास्तुविशारद, विकासक व धारक यांच्यावर व्यक्तीशः कायवेशीर कार्यवाही करण्यात येईल.

पुनिविकसीत / नव्याने पुर्ण होणा-या इमारतीमध्ये विद्यमान रहिवाशांना सामावून प्रण्याची कायदेशीर जबाबदारी वास्तुविशारद, विकासक व धारक यांची राहील. याबाबतची सर्व कायदेशीर पुर्तता (विकासकाने रहिवाशांसोबत करावयाचा करारनामा व इतर बाबी) विकासकाने /धारकाने करणे बंधनकारक राहील.

- २६) या मंजुरीची मुदत दि.१८/१९/१३ पासून दि.१८/१८/१४ पर्यंत राहील. तदनंतर महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे तरतुदीनुसार विहित कालावधीसाठी नुतनीकरण करण्यात येईल अन्यथा सदरची मंजुरी कायदेशीररीत्या आपोआप रदद होईल.
- २७) सदरच्या आदेशातील नमूद अटी व शतींचे पालन करण्याची जबाबदारी अर्जदार, वास्तुविशारद, विकासक, अधिकार पत्रधारक, बांधकामपर्यवेक्षक स्ट्रक्चरल अभियंता व धारक यांची राहील.
- (८) सदर जागेच्या मालकीबाबत व न्यायालयात दावा प्रलंबीत नसल्याबाबत आपण प्रतिज्ञापत्र दिलेले आहे. याबाबत काहीही विसंगती आढळून आल्यास दिलेली परवानगी रह करण्यात येईल.

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/पासोबतच्या मंजूर रेखांकनात प्रस्तावित केलेल्या इमारतीचे बांयकाम खालीलप्रमाणे मर्यादित ठे वून २९) यापूर्वी पत्र क्र.

/41	तोवतच्या मंजूर रखाक			
स्यान्	सायतच्या नजूर रखान सार कार्यान्वीत करणे	धयनकार	तळ + मजले	प्रस्तावित
अ.क्र.	इमारतीचे	संख्या	νω , είεκε	<u>बांधकाम</u>
	नांव/प्रकार			क्षेत्र चौ.मी.
र २ इ ४	क्लस्टर ३ इमारत प्रकार ठी इमारत प्रकार जी इमारत प्रकार एफ इमारत प्रकार ठी १	8 8 8	पार्ट तळ + पार्ट पोडीअम + १ ते २० मजले पार्ट तळ + पार्ट पोडीअम + १ ते २० मजले पार्ट तळ + पार्ट पोडीअम + १ ते २० मजले पार्ट तळ + पार्ट पोडीअम + १ ते २० मजले पार्ट तळ + पार्ट पोडीअम + १ ते २० मजले	u
4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	वेलस्टर २ इमारत प्रकार ई इमारत प्रकार वी १ इमारत प्रकार वी २ इमारत प्रकार वी २ इमारत प्रकार वी ३ इमारत प्रकार वी ४ इमारत प्रकार वी ४ इमारत प्रकार वी ८ इमारत प्रकार सी १ इमारत प्रकार सी १	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	धेसमेंट + पार्ट तळ + १.२ पार्ट पोडीअम + १ ते १९ + पार्ट २० धेसमेंट + पार्ट तळ + १.२ पार्ट पोडीअम + १ ते १९ + पार्ट २० धेसमेंट + पार्ट तळ + १.२ पार्ट पोडीअम + १ ते १९ + पार्ट २० धेसमेंट + पार्ट तळ + १.२ पार्ट पोडीअम + १ ते २० धेसमेंट + पार्ट तळ + १.२ पार्ट पोडीअम + १ ते २० धेसमेंट + पार्ट तळ + १.२ पार्ट पोडीअम + १ ते २० धेसमेंट + पार्ट तळ + १.२ पार्ट पोडीअम + १ ते २० धेसमेंट + पार्ट तळ + १.२ पार्ट पोडीअम + १ ते १० भूमार्ट २० धेसमेंट + पार्ट तळ + १.२ पार्ट पोडीअम + १ ते १० भूमार्ट २० धेसमेंट + पार्ट तळ + १.२ पार्ट पोडीअम + १ ते १० भूमार्ट २० धेसमेंट + पार्ट तळ + १.२ पार्ट पोडीअम + १० १० धेसमेंट + तळ + २ धेसमेंट मळ + ४ धेस	TANK TO

मया/नर/------ दिनांक 👀 पापुर्वीचे पत्र क्र. ---अन्ययं देण्यात आलेली मंजुरी रदद करण्यात येत आहे.

OLST THANE जागेवर रेन वॉटर हार्वेस्टींगची व्यवस्था करणे तसेच अग्निशमन व्यवस्था करणे व अग्निशापन विभागाकडील माहरकत दाखला सादर करणे आपणावर बंधनकारक राहिल.

अस्तावित इमारतीसाठी भोगवटा वाखल्यापुर्वी प्रती सदिनका १०० लिटर या क्षमतेची सौर उर्जा वितल पाणी गरम करण्याची व्यवस्था (सोलार बॉटर हिटिंग सिस्टीम) बसवून कार्यान्वीत करणे व स्यायासत सार्वजनिक बांधकाम विभागाकडील नाहरकत दाखला सादर करणे आपणायर

भोगवटा दाखल्यापूर्वी वृक्ष प्राधिकरणाकडील नाहरकत दाखला सादर करणे पंचनकारक राहिल.

 भोगवटा दाखल्यापूर्वी जागेमध्ये महानगरपालिकेच्या पाणीपुरवठा विभागाकडील रेन वॉटर हार्वेस्टिंग व्यवस्था केलेबाबतचे प्रमाणपत्र सादर करणे बंधनकारक राहील.

३५) जोत्याच्या दाखल्यापुर्वी रेखांकनामपील नागरी सुविधा क्षेत्र (Aminity open space) घे क्षेत्र ४४७४.३२ घो.मी. मिरा भाईवर महानगुरपालिकेस विनामुल्य हस्तांतरीत करून त्याबाबत महसुल अभिलेखी ७/१२ उताऱ्यावर निर्विवाद नींद करुन देणे आपणांवर संधनकारक राहील.

६६) महाराष्ट्र प्रांतिक महानगरपालिका अधिनियम १९४९ घे कलम २६३ अन्वये भोगवटा दाखला घेणे आपणावर ग्रंधनकारक राहिल.

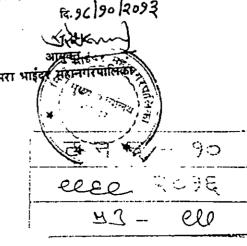
१७) इमारत पुर्ण झाल्यानंतर बांघकाम परवानगी मधील नमुद अटी व शर्तीचे पालन केल्याशिवाय बांयकाम पुर्णत्वाचे प्रमाणपत्र व भोगवटा दाखला देण्यात येणार नाही. अटीची पुर्तता न फेल्पास महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ व मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ अन्वये विकासकावर गुन्हा नोंद करुन पुढील कार्यवाही करण्यात येईल.

मनपा/नर/25ु७७ / १३ ११

- माहितीस्तव व पुढील कार्यवाहीस्तव १) प्रभाग अधिकारी

प्रभाग कार्यालय क्र.

२) कर निर्धारक व संकलक अधिकारी कर विभाग



मनपा | नर | १८६७ | १००११

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... अन्यये दि. ३०) यापूर्वी पत्र क्र. /यासोबतच्या मंजूर रेखांकनात प्रस्तांवित केलेल्या इमारतीचे बांचकाम खालीलप्रमाणे भय त्यानुसार कार्यान्वीत करणे बंधनकारक राहिला ...

त्यान्	प्तार कार्यान्वीत करणे	चंधनकारक रा।	60(e.e.;	ग्रस्तावित् ग्रांधकण्
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			विधामान गांयकाम क्षेत्र ,	विद्र ४० श्रम बोग्येट 1 १
	<u> </u>		एकूण् ग्रांयकाम क्षेत्र	प्रश्राकी १.१६ घो.मो.
	-51)	२/२००९-२०, दि.२३/०९/२००९	E E

यापुर्वीचे पत्र क्र. मिमा/मनपा/नर/२३७२/२००९-२०, दि.२३/०९/२००९ (95 अन्वये घेण्यात आलेली मंजुरी रदद करण्यात येत आहे.

जागेवर रेन वॉटर हार्बेस्टींगधी व्यवस्था करणे तसेच-धन्निशयन व्यवस्था करणे व अग्निशमन विभागाकष्ठील माहरकतं वाखला सादर करणे आपणाचर यथनकारक राहिस् र 15)

अनिशामन विभागाकशाल माहरकत वायला सावर करण जाना गरम करण्याची व्यवस्था करणे उत्ती प्रस्ताबित इमारतीसाठी घोगवटा वायल्यापूर्वी सीर उर्जा बरिल पाणी गरम करण्याची व्यवस्था करणे उत्ती प्रस्ताबित इमारतीसाठी घोगवटा वायल्यापूर्वी सीर उर्जा वायल्यापूर्वी सीर वायल्यापूर्वी सीर (सोलार वॉटर हिटिंग सिस्टीम) बसवून फार्यान्यीत फरणे व त्याबावत सार्वजनिक बांयकाम ₹₹) विभागाकडील नाहरकत दाखला सादर करणे आपणावर धंयनकारक राहित.

भोगवटा दाखल्यापूर्वी वृक्ष प्राधिकरणाकडील माहरकत चाखला सादर करणे संग्रनकारक राहिल.

मा. शासनाकडील दि.३०/०४/२०१० रोजीच्या परिपत्रकाचे पालन करणे

आपणावर यंथनकारक राहिल.

विकास योजनेमधील दर्शविलेली अमिनिटी ओपन स्पेस घी जागा (क्षेत्र ४४७४.३२ चो.मी.) हि मिरा भाईंदर महानगरपासिकेच्या नावे करुन सदर जामा महानगरपालिकेस इस्तांतरीत करणे आपणावर बंधनकारक राहिल.

भविष्यात मिरा भाईदर महानगरपालिका / आ. शासनाकडून नमुद रेखांकनातील यांयकामायायत ज्या काही काही सूचना किंवा आदेश येथित त्यांची पूर्वता करणे आपणावर

३८) आपण सादर फेलेत्या हमीपत्राचे पालन करणे आपणावर घंपनकारक राहिल

३९) जोत्याच्या दाखत्यापूर्वी पर्यावरण विभागाकडील माहरकत दाखला सावर करणे आपणावर संधनकारक राहिल.

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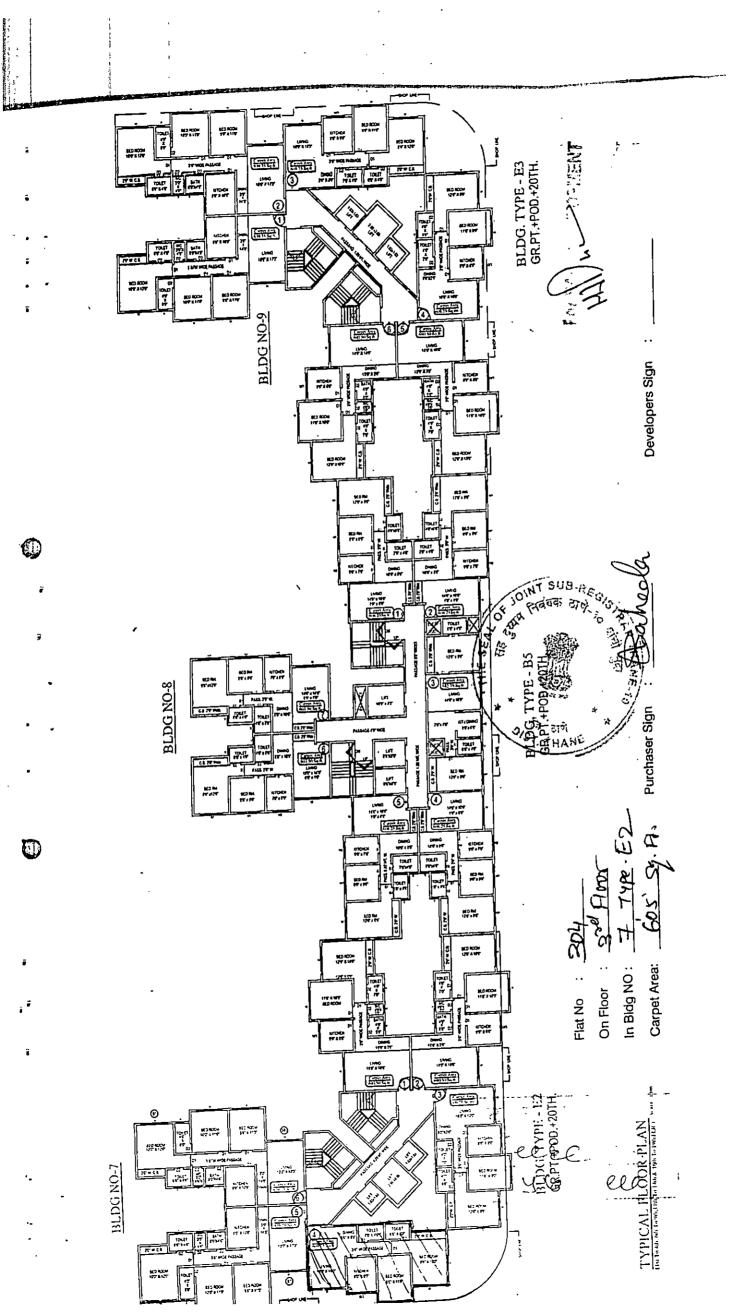
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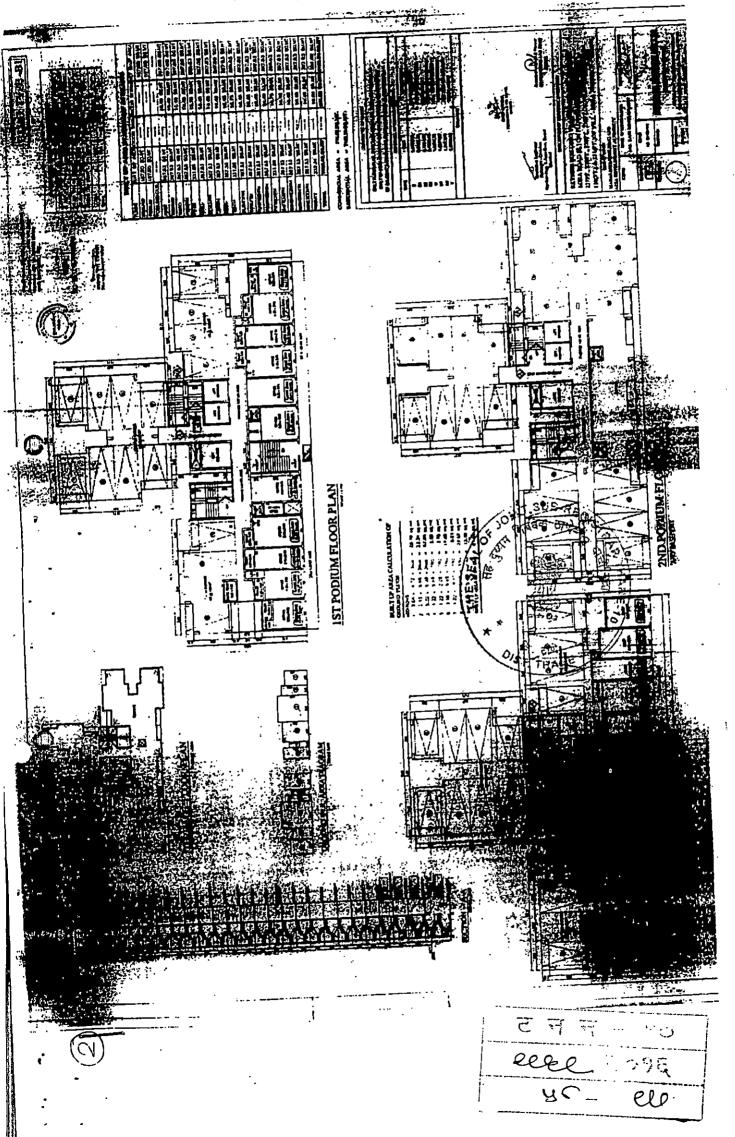
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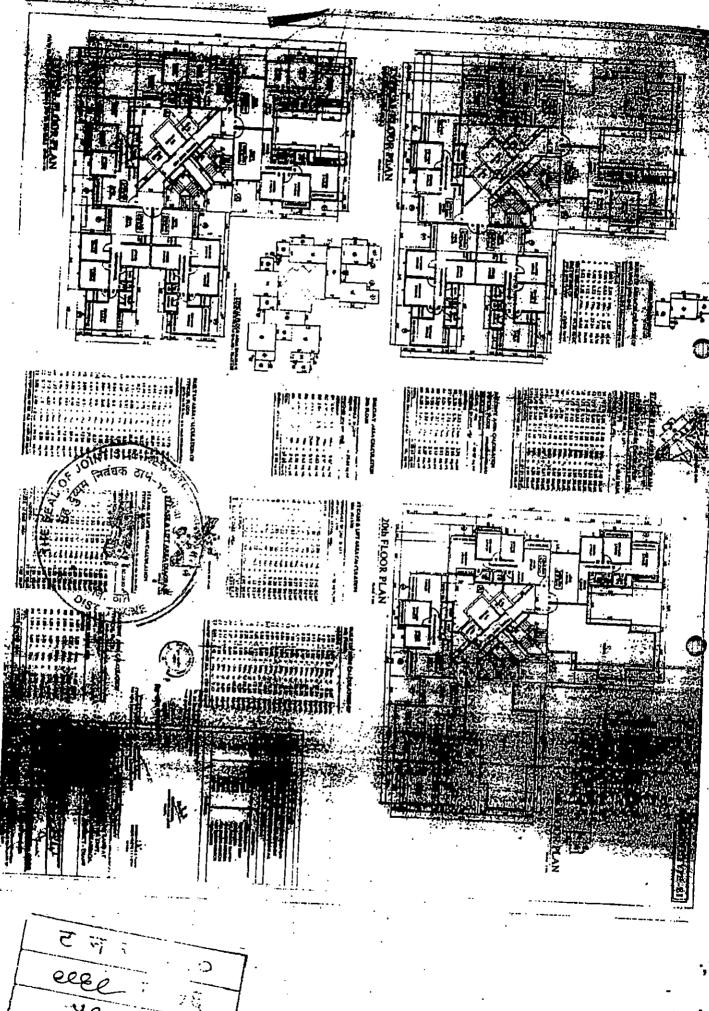
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१) मा. अप्पर जिल्हायिकारी व सक्षम प्राधिकारी, ठाणे मागरी संकुलन, ठाणे, जिल्हाविकारी कार्यालय, ठाणे

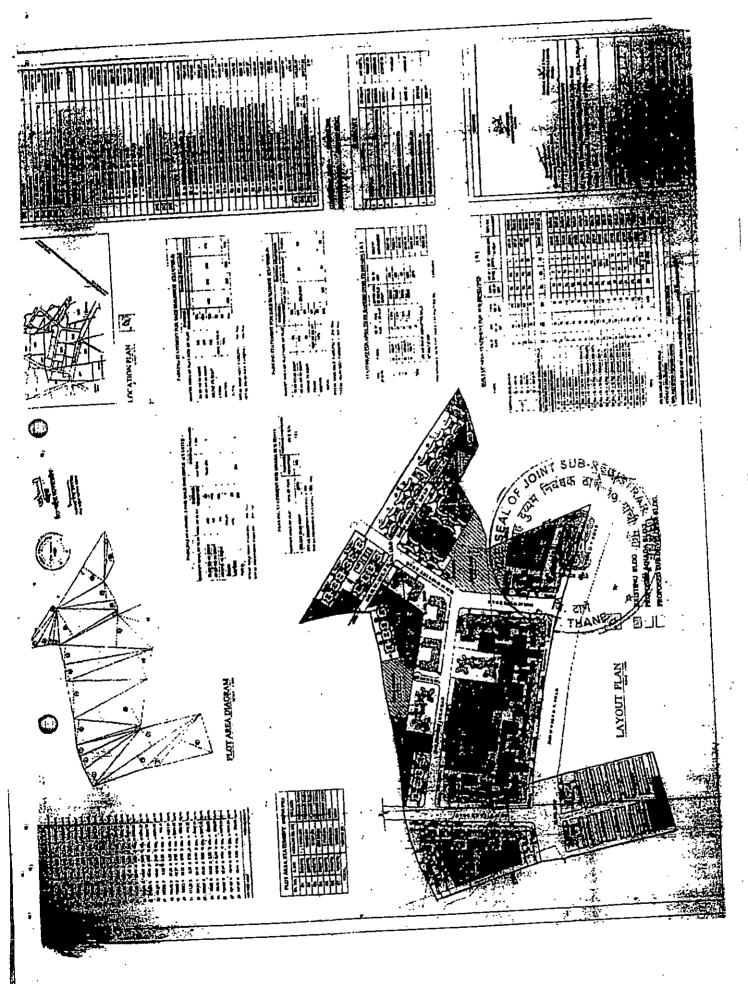
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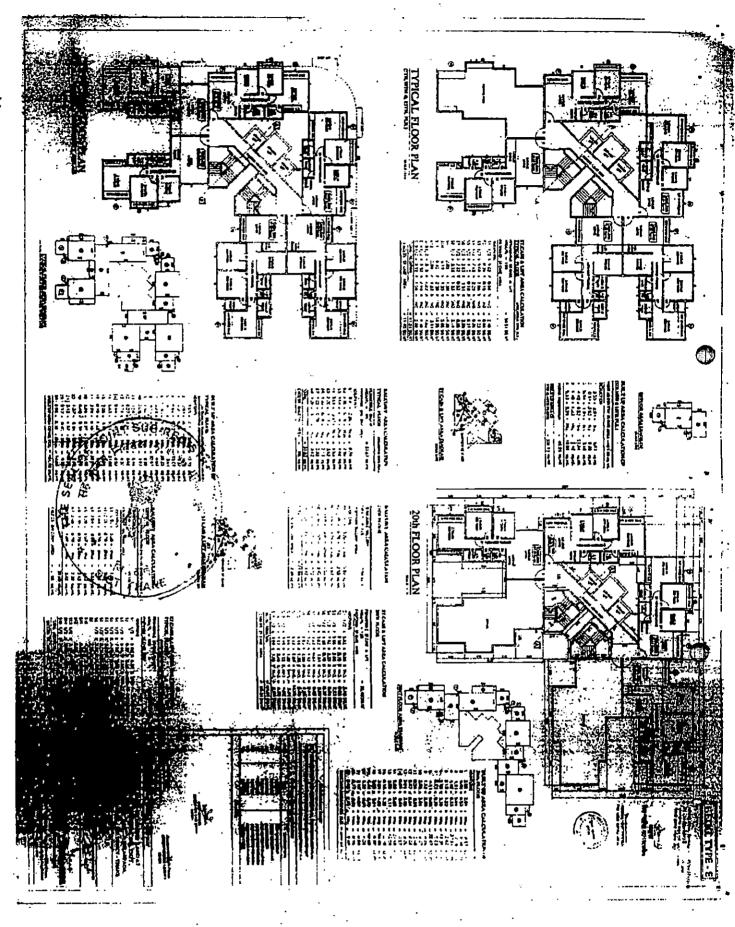




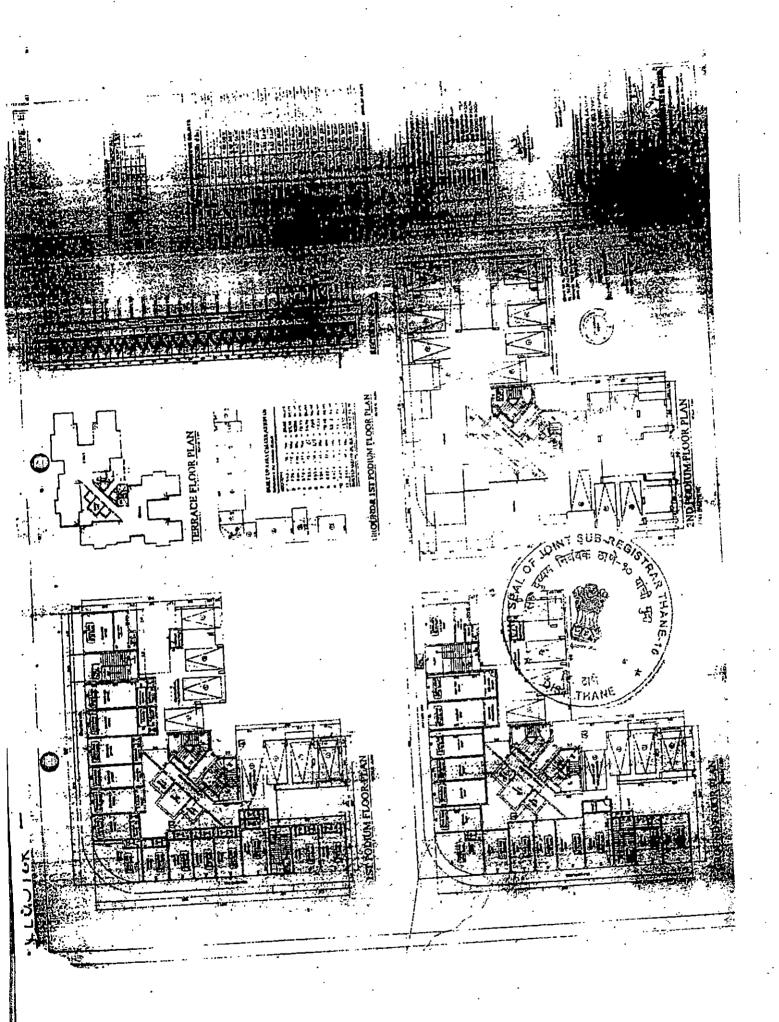
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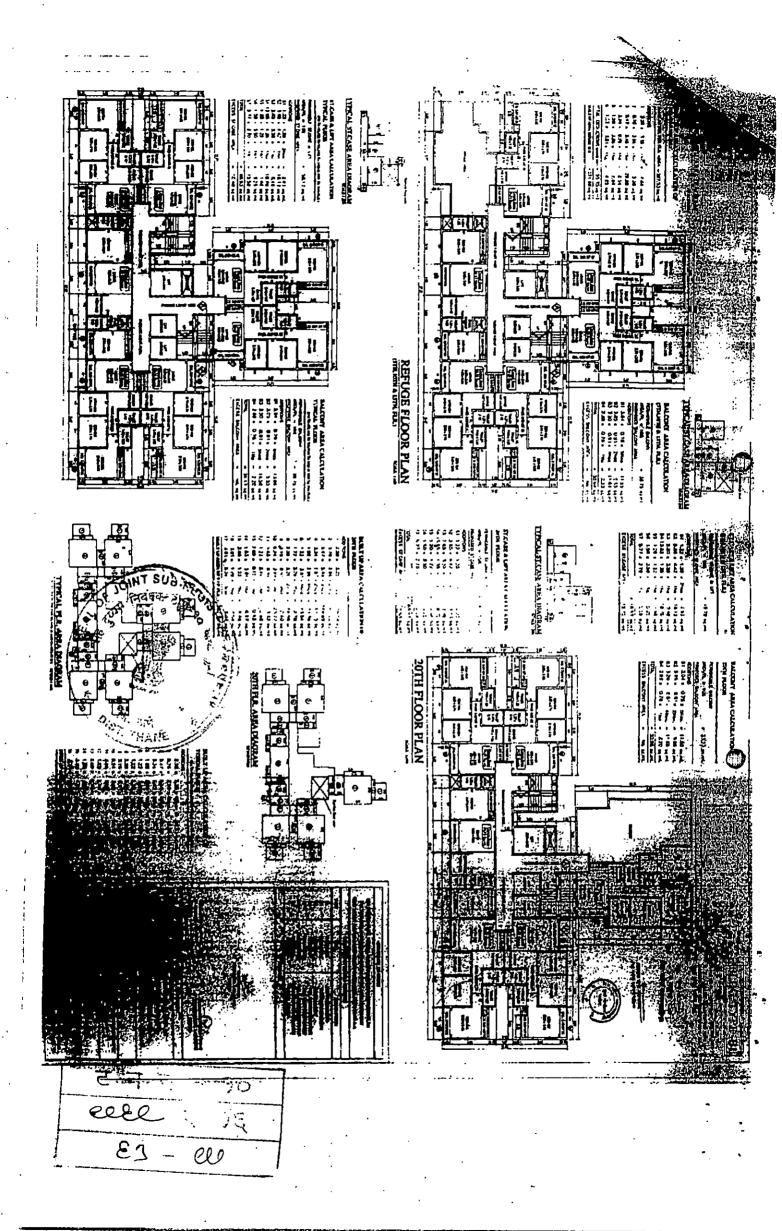
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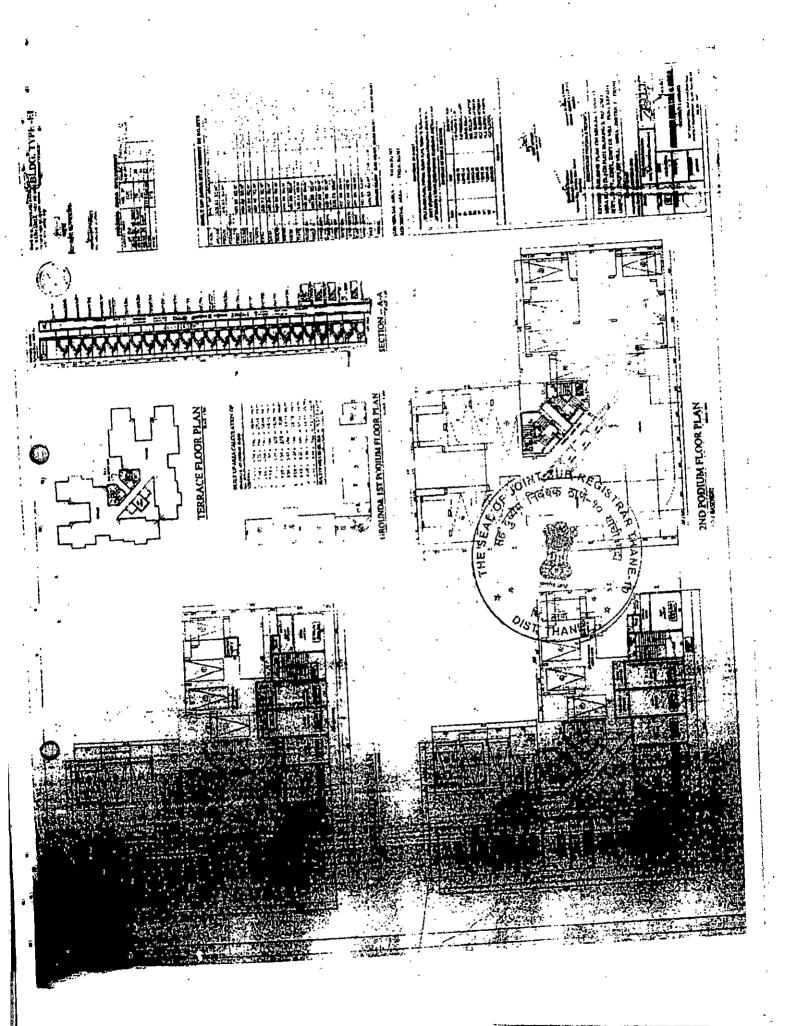


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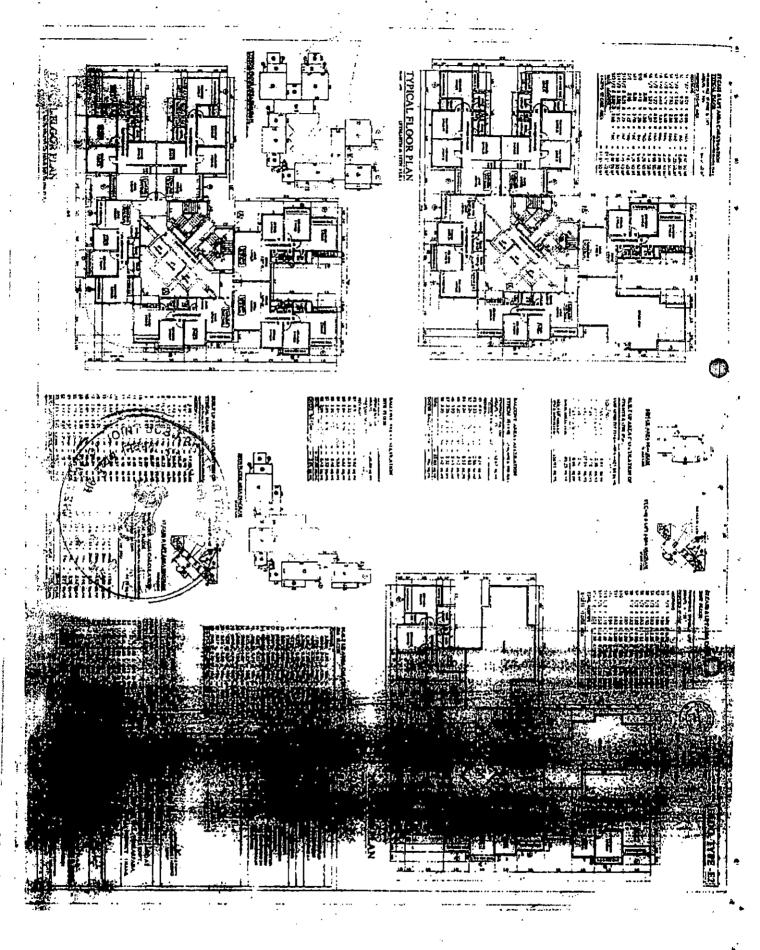


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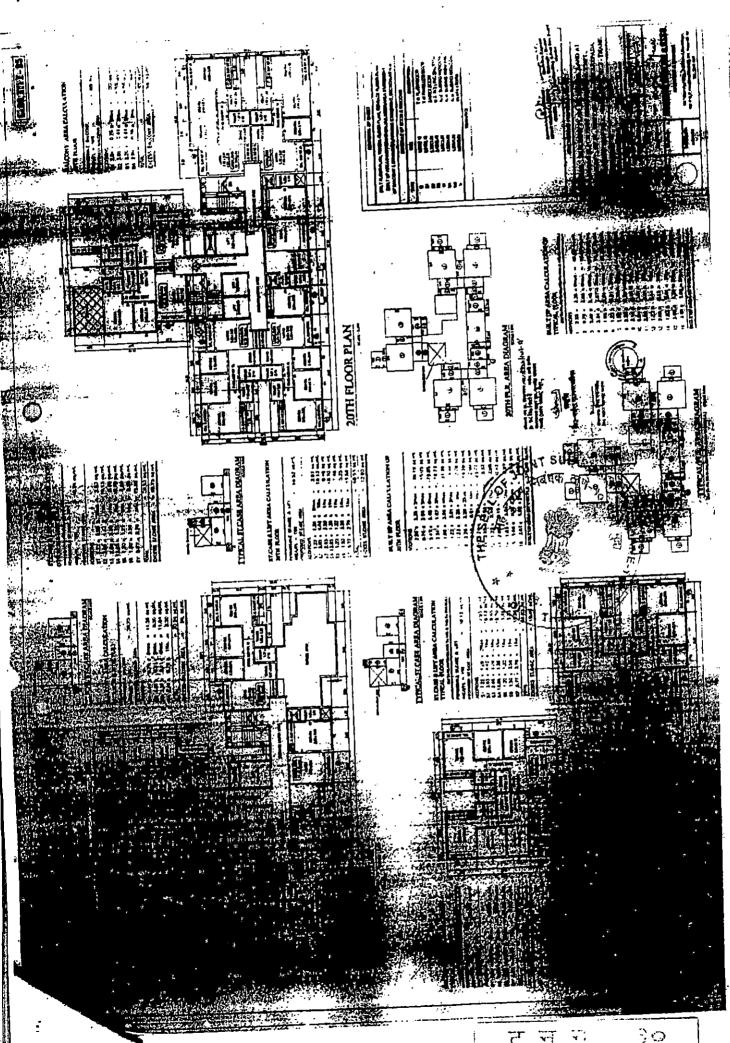




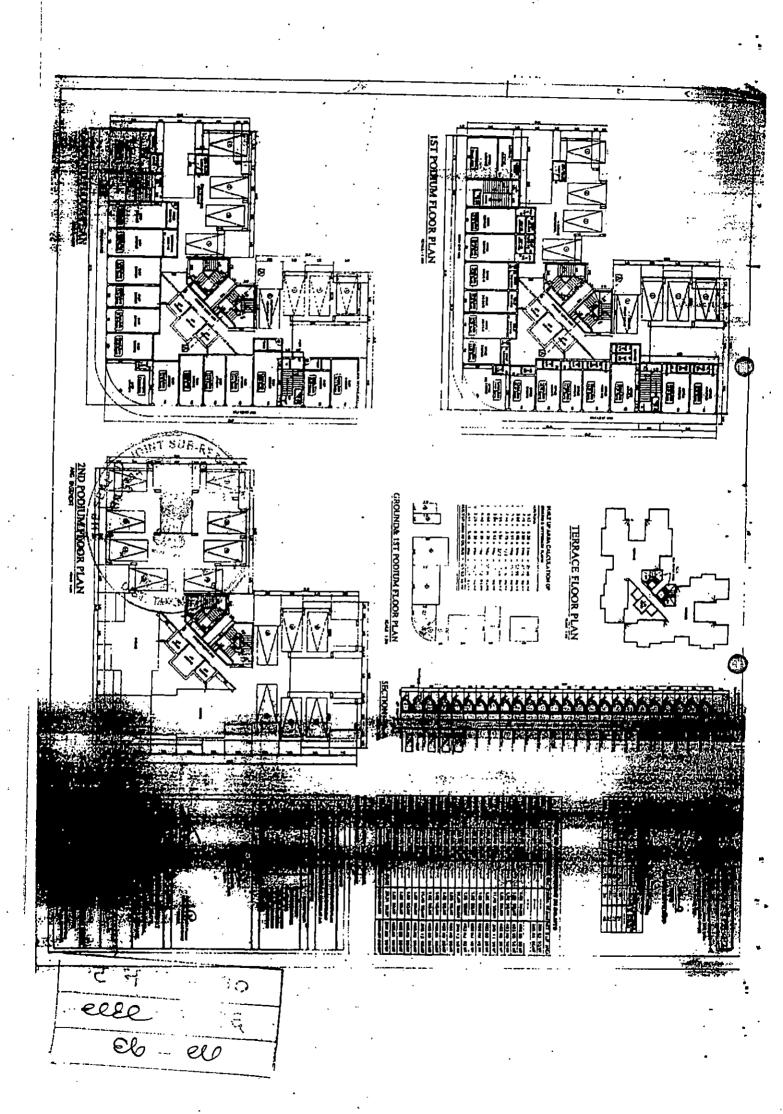
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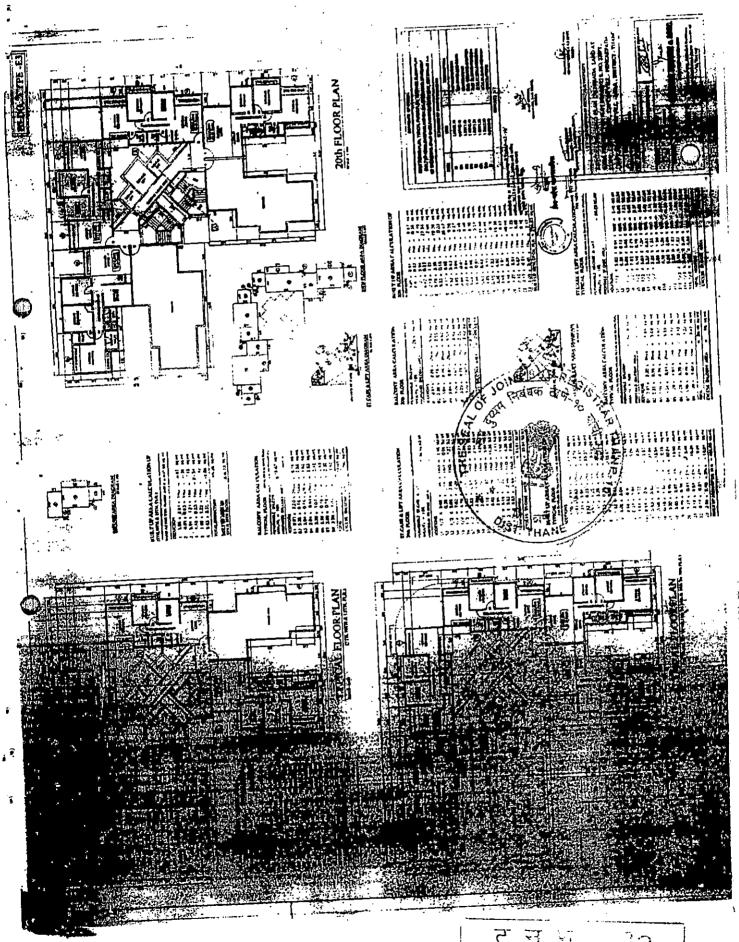


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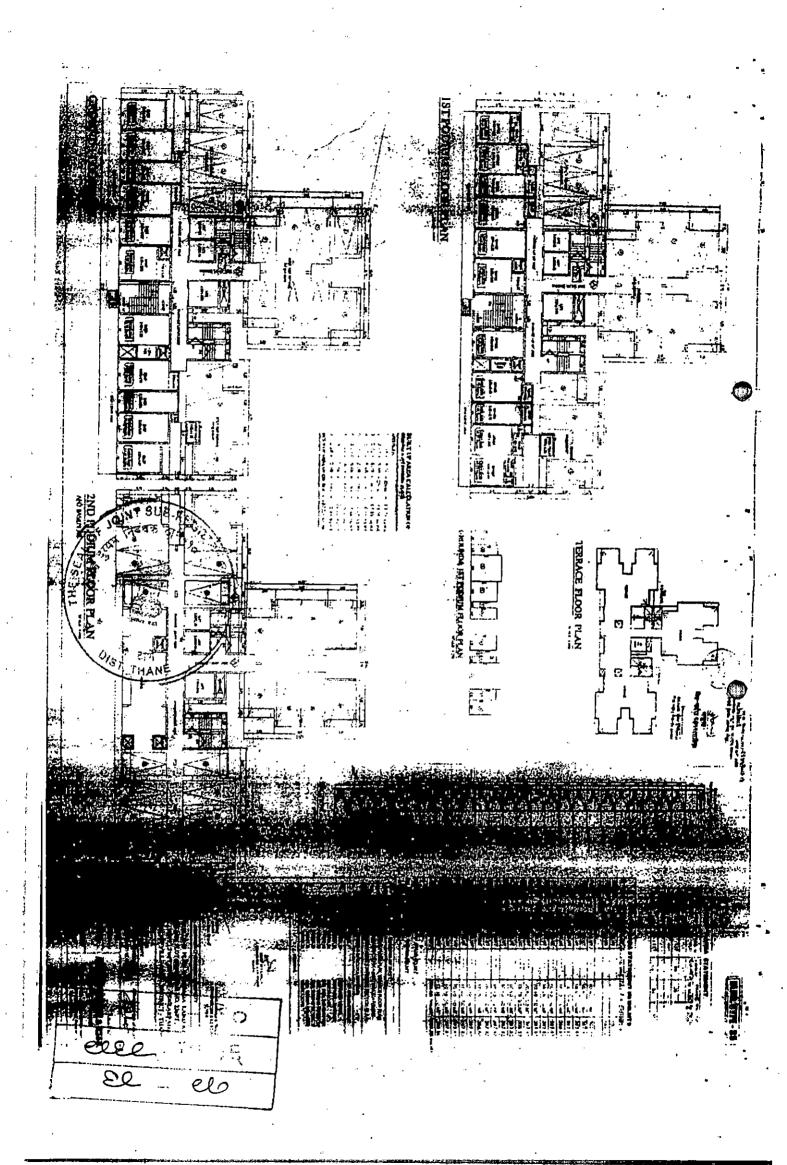


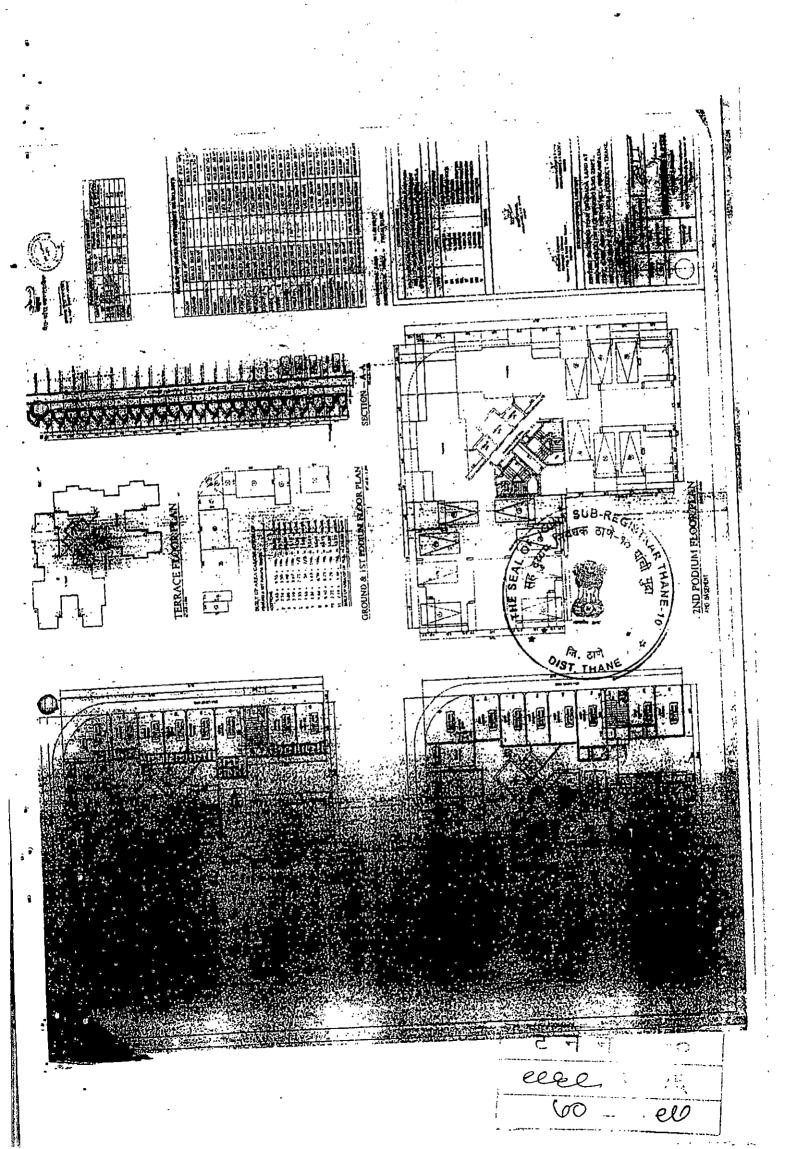
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दस्तऐवजाचा अनुक्रमांकः टनन10-1830-2016

दस्तां,वजाचा प्रकार : कुलमुखत्यारपत्र

मादर करणाऱ्याचे नाव: दिलेश चंद्रकांन शाह - -

नोंदणी फी -**दस्त** हाताळणी फी

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वाजार मुल्य: रु.1 /-

भरलेले मुडाक शुल्क : रू. 500/-

1) देयकाचा प्रकार: By Cash रक्षम: रु 100/-

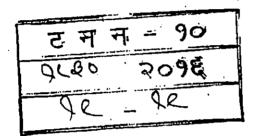
2) देयकाचा प्रकार: By Cash रझम: रु 380/-

मोबदला: रु.1/-



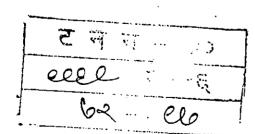
''मुळ दरहा व स्टूडि प्रिंट मिळाली''







सह दुय्यम निबंधक वर्ग २ टाणे क्र. १०



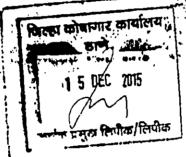


महाराष्ट्र MAHARASHTRA

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POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, WE,

Indian Partnership Act, bearing Registration No. 78A-6568 dated 08.07.1986, through its Partner Shri. Jayesh T. Shah, having its Registered Office at Laxmi Palace, 76, Mathuradas Road, Kandivali (West), Mumbai - 400 067, (hereinafter referred to as "the Developers")

SEND GREETINGS:

टनन-90 १८९७ २०१६ १ - १८

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WHEREAS Maharashtra Housing And Area Development Authority, a Statutory Corporation duly constituted under the Maharashtra Housing and Area Development Act 1976 (Mah. XXXVIII of 1977) having its Office at Griha Nirman Bhavan, Kala Nagar, Bandra (East), Mumbai 400 051 (hereinafter referred to as "the Authority") is possessed of or otherwise well and sufficiently entitled to all that piece or parcel of the Land bearing Survey Nos.150 (pt), 151(pt) and 226 to 230, totally admeasuring 100286.25 sq. meters situated at Mira Road, Thane, in the registration District of Thane and more particularly described in the Schedule (hereinafter referred to as "the said Land")

registered with the Office of the Sub-Registrar of Registrances at Theme bearing Registration No. TNN-10/7073/2009 dated 16/08/2009 executed between the Authority and the Developers, he Authority granted the right of development and/or construction of buildings for an area admeasuring 46712 sq. meters out of the said Laboratory Survey Nos.150 (pt), 151(pt) and 226 to 230 at Mira Fraction the Developers, upon the terms and conditions contained therein

AND WHEREAS by and under a Deed Complete intary Agreement of Joint Venture registered with the Office of the Sub-Registrar of Assurances at Thane bearing Registration No. TNN-10/5482/2010 dated 11/05/2010 executed between the Authority and the Developers, the Authority granted the right of development and/or construction of buildings for the balance area admeasuring 53574.25.

ट न न - 90 २८३० २०१६ & -११ sq. meters out of the said Land bearing Survey Nos.150 (pt), 151(pt) and 226 to 230 at Mira Road to the Developers upon the terms and conditions contained therein.

AND WHEREAS pursuant to the aforesaid J Agreement for Joint Venture dated 13.08.2009 and Deed of Supplementary Agreement for Joint Venture dated 11.05.2010, the Developers herein are sufficiently entitled to development of the said Land bearing Survey Nos. 150 (pt), 151(pt) and 226 to 230, totally admeasuring 100286.25 sq. meters situated at Mira Road, Thane, in the registration District of Thane.

AND WHEREAS Agreements for Sale or other agreements, documents and/or writings shall be executed by the Developers with the prospective buyers of the flats/shops/garages/units or otherwise which may be constructed in the proposed buildings, therefore the Developers are desirous of appointing some fit and proper person to look after the execution of Agreements for Sale or other agreements, documents

end or writings for the proposed flats/shops/garages linite or operwise which may be constructed on the said Land and requested SIRI

DILEST CHANDRAKANT SHAH, having his address at ound Floor, Shailesh Building (Out House) Linking Road, Sastacruz (W), Mumbai -

400 054 and SHRI HEMAL JITENDRA DOSHI, having allered at Harsh

Plaza, 1st Floor, Poonam Vihar, Opposite Sector No.2, Mira Road (East), District Thane - 401 107 (hereinafter called "the Attorneys") jointly and severally, to act for the Developers and exercise the powers hereinafter given in respect of the said Land which the Attorneys have

consented to do.

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AND WHEREAS in order to facilitate the aforesaid execution work in respect of the development work carried on by the Developers in Joint Venture with the Authority, the Developers are executing these presents in favor of SHRI DILESH CHANDRAKANT SHAH and SHRI HEMAL JITENDRA DOSHI (jointly and severally).

NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH:

The Developers M/s. Ravi Development, do hereby nominate, constitute and appoint SHRI DILESH CHANDRAKANT SHAH and SHRI HEMAL JITENDRA DOSHI (hereinaster referred to as "the said Attorneys") jointly and severally, to be their true and lawful Attorneys to act for and on behalf of the Developers in respect of the said Land and to do the following act, deeds, matters and things with respect to the said Land.

- as the case may be and to enter into Agreements for Sale or other agreements, documents and/or writings with the prospective buyers of the flats/shops/garages/units or other may be constructed.
- 2. To receive the consideration amount from the prosective buyers either in whole or in part and to issue the valid receipts for the consideration received in respect of the said flats/shops/garages/units or otherwise.
- 3. To lodge such Agreements for registration with the Office of Sub-Registrar of Assurances, at Thane/Mira Road/Bhayander or at

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such other place and to admit execution thereof before such.

Authorities and for the aforesaid purpose to write or sign such.

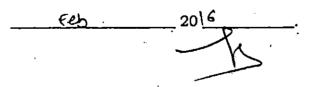
letters, applications, vouchers, forms as may be necessary.

- 4. To issue Letters of Possession in favor of the prospective purchasers and handover vacate and peaceful possession of such flats/shops/garages or units, as the case may be to the prospective owners.
- 5. All costs, charges and expenses of and incidental to any acts, deeds, matters or things done or caused to be done by the Attorneys in or about the exercise of our power or powers herein contained shall be borne and paid by the Attorneys and shall indemnify and keep indemnified ourselves and our estate and effects from and against the payment of the aforesaid costs, charges and expenses and from and against the loss and damage that may be caused to us by reason of our Attorneys doing or

causing to be done any acts, deeds, matters or things by virtue of the see presents.

AND we ourselves agree and undertake to allow, ratify and confirm all and whatever the Attorneys shall lawfully sdown cause to be done in the premises aforesaid by virtue of these presents.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals this <u>O2rd</u> day of



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THE SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of Land bearing Survey Nos.150 (pt), 151(pt) and 226 to 230, area totally admeasuring 100286.25 sq. meters situated at Mira Road, Thane, in the registration District of Thane.

SIGNED AND DELIVERED by the

Within named 'the Developers'

M/S. RAVI DEVELOPMENT

Through its Partner

SHRI JAYESH T. SHAH

ACCEPTED AND CONSENTED by the

Within named 'the Attorneys'

1. SHRI DILESH CHANDRAKANT SHAH

2. SHRI HEMAL JITENDRA DOSHI

2.

In presence of:

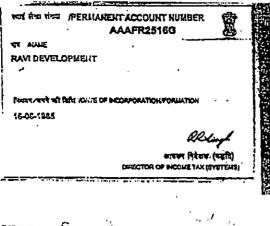


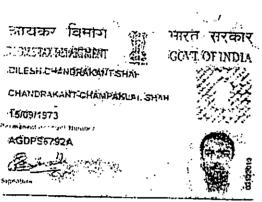


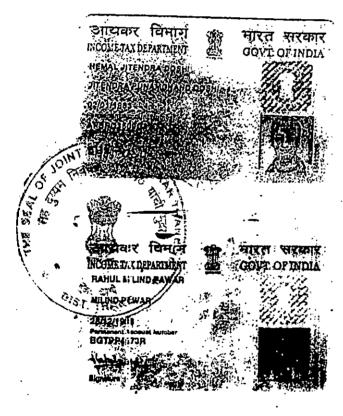


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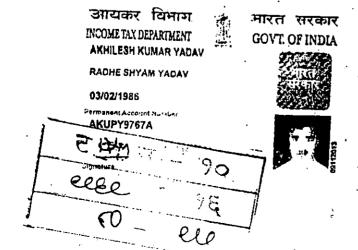
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दम्त क्रमांक: टनन10 /1830/2016

वाजार मुन्य: रू. 01/-

मोबदला: रू. 01/-

भरतेले मुद्रांक शुक्क: रु.500/-

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पावती:2093 पावती दिनांक: 02/02/2016

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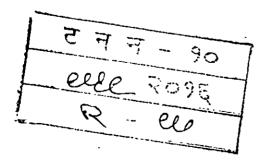
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प्रतिशापत्र

तदर दस्तऐवज हा नींदणी कायदा १९०८ अंतर्गत असलेल्या तरतुवीनुसारच नींदणीस दासल केलेला आहे, दस्तावील संपूर्ण मजकुर निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैद्यता, कायदेशीर मालकी इत्यादी बांबीसाठी दस्त निष्पादक व कबुलीद्यारक, हे संपूर्णपणे जवाबदार राष्ट्रतील.

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दस्त गोषवारा भाग-2

96190 दस्त कर्माक:1830/2016

नाव:मेसर्स रवि डेव्हलोपर्मेंट चे भागीदार जयेश टी शाह - -पत्ताः प्लॉट नं: -, माळा नं: -, इसारतीचे नाव: लक्ष्मी पॅलेस,76, ब्लॉक नं: मधुरादास रोड, रोड नं: कांदिक्सी पश्चिम, महाराष्ट्र,

पंतकाराचा प्रकार

फुलमुखत्यार देणार षय:-54 स्वाक्षरी:-

खायाचित्र

वंगठ्याचा ठसा



वरील दस्तऐवज करून देणार तथाकवीत कुलमुखस्यारपत्र मा दस्त ऐवज करून दिल्याचे कबुल करतात.

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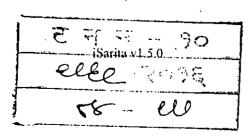
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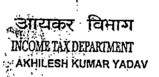
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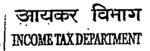
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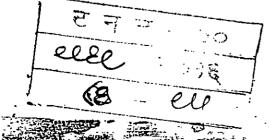
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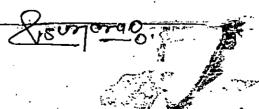
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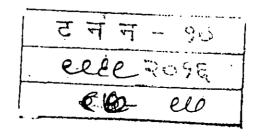
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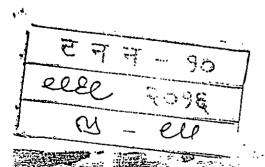
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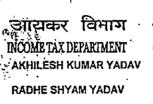
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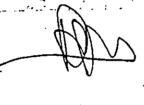




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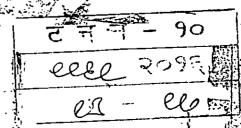
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नाव:सय्यद शाहीदा अहवाब हुसैन - -पत्ता:प्लॉट नं: रूम नं.43,4/डी, माळा नं: -, इमारतीचे नाव: ज्युपिटर को ऑप हौ सोसा ली , ब्लॉक नं: नरेंद्र पार्क,नयानगर, रोड नं: मिरारोड पूर्व, महाराष्ट्र, ठाणे. पॅन नंबर:BMGPS1614D

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अंगठ्याचा ठसा

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नाव:अखिलेश यादव - • पत्ताःदुकान नं.3,वी.नं.6/7,सेक्टर-5,शांती गार्डन, सिरारोड पूर्व ,ठापे पिन कोइ:401107





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अंगुठ्याचा ठसा





खालील पक्षकाराची कबुली उपलब्ध नाही.

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पक्षकाराचे नाव व पत्ता अनु क्र.

नाव:मेसर्स रिव डेव्हलोपमेंट चे भागीदार जयेश टी शाह लिहून देणार तर्फे कु मु म्हणुन हेमल जे दोशी - -पत्ता:प्लॉट नं: -, माळा नं: 1 ला मजला , इमारतीचे नाव: हर्ष प्लाझा, ब्लॉक नं: -, रोड नं: मिरारोड पूर्व. महाराष्ट्र, ठाणे. पॅन नंबर:AAAFR2516G

पक्षकाराचा प्रकार

छायाचित्र



अंगठ्याचा ठसा



वरील दस्तऐवज करुन देणार तथाकथीत करारनामा चा दस्त ऐवज करुन दिल्याचे कबुल करतात. शिक्का क्र.3 ची वेळ:12 / 08 / 2016 03 : 39 : 47 PM

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नाव:राहुल पवार - -पत्ता:दुकान नं.3,वी.नं.6/7,सेक्टर-5,शांती गार्डन, मिरारोड पूर्व ,ठाणे पिन कोड़:401107

पत्ता:दुकान नं.3,बी.नं.6/7,सेक्टर-5,शांती गार्डन्, मिरारोड

स्वाक्षरी



अंगठ्याचा ठमा









खालील पक्षकाराची कबुली उपलब्ध आहे .

पक्षकाराचे नाव व पत्ता अनु फ्र.

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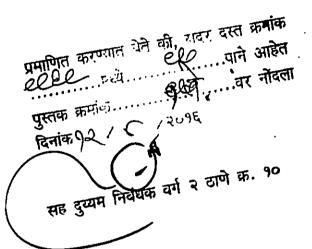
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