533/1689

पावती

Original/Duplicate

Monday, March 25 ,2013

नोंदणी क्रं. :39म

6:41 PM

Regn.:39M

पावती क्रं.: 2042

दिनांक: 25/03/2013

गावाचे नाव: **बोळीज**

दस्तऐवजाचा अनुक्रमांकः वसई4-1689-2013

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नावः प्रकाशं रत्ना भुरकुड

नोंदणी फी

₹. 20350.00

दस्त हाताळणीं फी

रु. 1780.00

पृष्ठांची संख्या: 89

एक्ण:

₹. 22130.00

आपणास हा दस्तऐवज अंदाजे 7:03 PM ह्या वेळेस मिळेल आणि सोबत थंबनेल प्रत व CD ध्यावी.

सङ्ग्रिकान ने के हे काल वर्ग - २

बाजार मुल्यः रु.1395303 /-

बसई क्र. ४ मोबदला: रु.2035000/-

भरतेलं मुद्रांक शुल्क :

रु. 122100/-

1) देयकाचा प्रकार: By Demand Draft रक्कम: रु.20350/-डीडी/धनादेश/पे ऑर्डर क्रमांक: 017487 दिनांक: 22/03/2013 बँकेचे नाव व पत्ता: Bassein Catholic Co-Op Bank Ltd .

2) देयकाचा प्रकार: By Cash स्क्कम: रु 1780/-

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Verified with Original STATE BANK OF INDIA

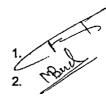
> Branch Manager Virar (W) Br. 04880

महाराष्ट्र शासन- नोंदणी व मुद्रांक विभाग दस्त क्र. १६८८ मुल्यांकल अहवाल सन 20<u>13</u> ---- अनुच्छेद क्रमांक -दस्ताचा प्रकार कारारलामा सादरकर्त्याचे नाव Jan 121 2 - 11 37 3 333 तालुका 178 निगरभुमापन कमांक/सर्व्हे क./अंतिम भुखंड कमांक:------——— उपविभाग — मुल्य दरविभाग (झोन) : -मिळकतीचा प्रकार :- खुली जमिन/निवासी /कार्यालय/दुकान/औदयागिक/----मजला कमांक : — अहे/नाही बांधकाम वर्षे :--------- घसारा : ----- बांघकामाचा प्रकार :- आरसीसी / इतर पक्के / अर्धे पक्के / कच्चे बाजारमूल्य तक्त्यातील मार्गदर्शक सुचना क.: ———— ——— ज्यान्वये दिलेली घट/वाढ 1. प्रतिमाह भाडे रक्कम लिव्ह ॲन्ड लायसन्सचा दस्त ः 2.अनामत रक्कम/आगावू माडे : -----नेवासी/अनिवासी 3. कालावधी : -----निर्धारित केलेले बाजारमूल्य :- 13,016000 स्तामध्ये दर्शविलेला मोबदला :- 2 - 35000/ यि मुद्रांक शूल्क :- <u>१८२,१७०/</u> 18. भरलेले मुद्रांक शुल्क :- — य नोंदणी फी :- -सह दुय्यम निबंधक Verified with Original STATE BANK OF IND!A प्रतिज्ञा Thane Branch Money or श) श्री / श्रीमती. Virar (W) Br. 34800 र) श्री / श्रीमती. Yan12] 9757973 🗦) श्री / श्रीमती. सत्य प्रतिज्ञेवर कथन करितो की, दस्तऐवजाची विषयवस्तू असलेली भिळकत ही यापूर्वी खरेदी देणा--याने कोठेही विकी, गहाण; दान, खुँत्यार, पोटगी वा इतर अन्य प्रकारे कोठेही जडजोखिमांमध्ये गुंतविलेली नाही. याची नोंदणी कायदा – १९०८ मधील असणा-या

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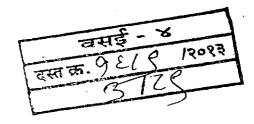
खरेदी घेणार (Purchaser)

/आम्ही हमी देतो.



earch) तरतुदीनुसार खात्री करुन घेतलेली आहे. तसेच सदर मिळकत ही खरेदी देणार यांच्याच मालकीची आहे. यावाबत सुघ्दा

पाहून खात्री करुन घेतलेली आहे. या मिळकतीबाबत काही वाद उत्पन्न झाल्यास त्याची सर्वस्वी जबाबदारी माझी/आमचीच राहील





बॅसीन कॅथॉलिक को-ऑपरेटिव्ह बँक लि.

(शेड्युल्ड बँक)

Bassein Catholic Co-operative Bank Ltd.

प्रति मॅनेजर / To, The Branch Manager नालासोपारा शाखा (Nallasopara Branch

- R./Dt.20/D3 / 2013 मुद्रांक शुल्क / Stamp Duty रु. / Rs. 1, 22,100/ सेवा शुल्क/Service Charges रु./As. -

एकूण दस्तऐवज / No. of Documents

एक्ण / Total

अक्षरी रूपये / Amount in Words _ ve lalch

twenty two

मुद्रांक शुल्क भरणाऱ्याचे नांव / Name of stamp duty paying party- Shri / 8mt. _

Chaure Sandal

ाव / Name of counter party

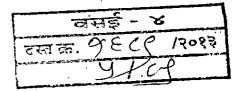
ह्यराच्या अहेशाचे कारण Purpose of transaction

रोखपाल / Cashier

मुद्रांक केलेले दस्तऐवल घेण्या आवश्यक आहे / This counterforms to he presented at the time of delivery of stamps.

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> > Branch Manager Vire (W) Br. 04880



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i desire a la Dischiblea in brief)	A/101, Chouse gorden Botesheri Rd. Bottig When (M). No.
न्देला (क्क्म (Consideration Amount) .	20,25,000/-
गुतांक खरेदीदाराचे नांव प्रक्षकार-१ नाव (Stamp Purchaser's Name)	Pooleash Ration Bhusken d.
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Ac	reement Value :

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Stamp Duty

AGREEME

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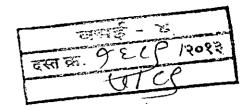
in the Christian was

Thirteen between M/s. WELLDON CONSTRUCTIONS, a partnership firm duly registered under Indian Partnership Act, 1932, having A/03, Shalimar Apartment, Baitul Nasar, Nallasopara (West), Tarul Dist Thane, hereinafter called "THE BUILDERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed include the partner or partners for the time being of the said firm survivor or survivors or the heir executors administrators and assi

the other parnters) of the FIRSTSTATE BANK OF INDIA

Vírar (W) Br. 04880

AND



Branch Manager Virar (W) Br. 04880

Shri/Smt. PRAKASH RATMA BHURKUD.

MEENIA PRAKASH BHURKUD.

residing at Ujwap Wing. No. 3, Flat. No. 001,

CHAYORE SANKUL, BOLING MAKA, VIRAR (W)

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

WHEREAS

- a) 1) Khushamnalal Prabhudas Kansara, 2) Venilal Prabhudas Kansara were the owners of land bearing Survey No. 178, Hissa No. 7, admeasuring H.R. 0-10-4, Survey No. 178, Hissa No. 8, admeasuring H.R. 0-10-1, lying being and situate at Village BOLINJ, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No. II (Virar).
- b) By an Conveyance Deed dated 19th August 1953, I) Khushamanlal Prabhudas Kansara, 2) Venilal Prabhudas Kansara sold and conveyed the said land Mr. Mohammed Ibrahim Haji And Charger.
- c) By an Gift Deed dated 5th August 1972 3 Vir. Conamined Brahim Haji Abid Chawre, 2) Abid Hussein Mchammed Brahim Chawre gifted the said land to Smt. Hafsabibi Rafique Alimad Chawre.
- d) Smt. Hafsabibi Rafique Ahmad Chawre died intestate on 06/05/1998 leaving behind her 1) Rafique Ahmad Imamuddin Chawre, 2) Abdul Salam Rafique Ahmad Chawre, 3) Ubidur Rehman Rafique Ahmad Chawre, 4) Mohamad Matin Rafique Ahmad Chawre, 5) Munirabegam Abdul Mannan Mamtule, being the legal heirs.
- e) By an Conveyance Deed dated 2nd June 2008 clickatique Ahmad

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Imamuddin Chawre, 2) Abdul Salam Rafique Ahmad Lekawre, 3)
Munirabegam Abdul Mannan Mamtule, 4) Ubidar Rehman Rafique
Ahmad Chawre, 5) Mohamad Matin Rafique sold and conveyed the
land admeasuring H.R. 0-08-87, out of Survey No. 178, Hissa No. 7,
land admeasuring H.R. 0-5-47, out of Survey No. 178, Hissa No. 8 to

Mr. Purushottam Anant Kawali .

The land bearing Survey No. 178, Hissa No. 7, admeasuring H.R. 0-10-4 has been surveyed through TILR vide M.R.No. 632/2010 and modify Tag No. 239/2011 and as per kami jast patrak the Pot Hissa were confirmed as Survey No. 178, Hissa No. 7A, admeasuring H.R.0-08-9 and Survey No. 178, Hissa No. 7B, admeasuring H.R.0-01-5 respectively and as per Taluka Order No. MH/RIGHTS OF RECORDS/KV/554/2011/03/2011 and Mutation Entry No. 6139 the land bearing Survey No.178, Hissa No. 7A, admeasuring H.R.0-08-9 has been recorded in the name of Mr. Purushottam Anant Kawali and Survey No. 178, Hissa No. 7B, admeasuring H.R.0-01-5 has been recorded in the name of Mr. Kishor Jagannath Raut.

The land bearing land bearing Survey No. 178, Hissa No. 8, admeasuring H.R. 0-10-1 has been surveyed through TILR vide M.R.No. Surveyed/Bolinj/A.T.P.H./M.R.No. 633.2010 and modify Tag No. 240/2011 and as per kami jast parallell. Hissa were confirmed as Survey No. 178, Hissa No. 8B, admeasuring M.R.O-02-8, Survey No. 178, Hissa No. 8B, admeasuring M.R.O-04 bland Survey No. 178, Hissa No. 8C, admeasuring M.R.O-04 bland Survey No. 178, Hissa No. 8A, admeasuring H.R.O-02-8 has been recorded in the name of Mr. Rafique Ahmad Imamuddin Chawre and others and Survey No. 178, Hissa No. 8B, admeasuring H.R.O-02-8 has been recorded in the name of Mr. Purushottam Anant Kawali and Survey No. 178, Hissa No. 8C, admeasuring H.R.O-01-8 has been

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recorded in the name of Mrs. Shewta Sunil Wani.

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- h) By an Deed of Exchange dated 28/04/2011 and registered in the office of Sub-Registrar at Vasai No. II (Virar) under Serial No. 05437/2011. dated 28/04/2011, entered into between 1) Mr. Abdul Rehaman Abid Hussein Chawre, 2) Mr. Mohammed Saalim Abid Hussein Chawre, 3) Mr. Mohamad Abbas Abid Hussein Chawre, 4) Mrs. Amera Nazar Sonde, 5) Mrs. Arefa Chiraguddin Kokni (therein called "The Party of the First Part") and Mr. Purushottam Anant Kawali (therein called "The Party of the Second Part"), the Party of the First Part transferred all their right, title and interest whatsoever in favour of the party of the Second Part absolutely and forever hitherto held by them in the land bearing Survey No. 183, Hissa No.1, 6 and in exchange of that the Party of the Second Part transferred all his right, title and interest whatsoever absolutely and forever hitherto held by him in the land bearing Survey No. 178, Hissa No.7A, admeasuring H.R. 0-08-9 and Survey No. 178, Hissa No.8B, admeasuring H.R. 0-05-5 in favour of the party of the First Part.
- As such 1) Mr. Abdul Rehman Abid Hussein Chawre, 2) Mohammed Saalim Abid Hussein Chawre, 3) Mohammed Abbas Abid Hssein Chawre, 4) Amera Nazar Sonde, 5) Arifa Chamber Schirag Kokni are the owners of or otherwise well and sufficients enough to the pieces and parcels of N.A. land bearing Survivior No. 1782 Hissa No.7A, admeasuring 890 Square metres, assessed Rs. 89.00 Paise, Survey No. 178, Hissa No. 8B, admeasuring 550 Square metres, assessed Rs. 55.00 Paise lying, being and situated at whage BOLINJ, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No. II (Virar) more particularly described in schedule A hereinunder written (hereinafter called "The said land").
- j) The land Survey No.178, Hissa No.7A, 8B has been amalgamated and converted into N.A. by the Office of Collector of Thane vide its Order bearing No.REV/DESK-1/T-9/ NAP/BOLINJ-VASAI/SR-

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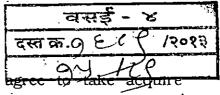
128/2011, dated 04/11/2011.

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- k) The Vasai Virar City Municipal Corporation have approved the building plan and have granted Commencement Certificate for the proposed Residential Building on land vide its order bearing No. VVCMC/TP/CC/VP-0626/2639, dated 21/03/2012.
- By an Development Agreement dated 13th September 2012 and registered in the office of Sub-Registrar at Vasai No. II (Virar) under Serial No. 08942-2012, dated 13/09/2012, 1) Mr. Abdul Rehman Abid Hussein Chawre, 2) Mohammed Saalim Abid Hussein Chawre, 3) Mohammed Abbas Abid Hssein Chawre, 4) Amera Nazar Sonde, 5) Arifa Chiraguddin Alias Chirag Kokni (therein called "The Owners") of the First Part and M/s. WELLDON CONSTRUCTIONS (therein called "The Developers") of the Second Part and hereinafter called "The Builders, the said Mr. Abdul Rehman Abid Hussein Chawre and others have granted the development right in respect of the said land to utilise the sanctioned F.S.I. admeasuring 15928, Square feet (constructable area) and the F.S.I. of P.G. Reservation admeasuring 2269.71 Square feet tobe sanctioned by the Vasai Virar City Municipal Corporation total F.S.I. admeasuring 18197.71 Square feet balconies and staircases i.e. 1691.23 Square metres \$ ad and other common area together with right of the facilities approved by the Vasa, Virallicity Minicipal Corporation to M/s. WELLDON CONSTRUCTIONS TO ferms and conditions mentioned in the said agreementane (Rura
- m) The said Mr. Abdul Rehman Abid Hussein Chawre and others have executed a Power of Attorney dated 13/09/2012 which is registered in the office of Sub-Registrar at Vasai No. II (Virar) under Serial No. 08943-2012, dated 13/09/2012 in favour of M/s. WELLDON CONSTRUCTIONS with a right to develop the said land.
- n) The Builders are entering into several agreement similar to this

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agreement with several parties who may agree to take acquire premises in the said plot of land on ownership except and subject to such modification as may be necessary or considerable, desirable or proper by the Builders with a view ultimately that the Purchaser/s of the various premises alongwith occupants of the other premises in the said plot of land shall form a Co-Operative Housing Society or Limited Company the said plot of land together with the building thereon will be conveyed as herein provided.

- o) The Purchaser/s has/have demanded from the Builders for inspection of the aforesaid building plans, specification of and other documents referred to above including the agreement such inspection has been duly given to and taken by the Purchaser/s. The Purchaser/s has/have also satisfied himself/herself/themselves about the same.
- p) The Builders have engaged the service of M/s. EN-CON as a Architect and Structural Engineer M/s. EN-CON for preparation of the structural drawings of the building and the Builders accepts the professional supervision of the Architect and Structural Engineer till the completion of the building.
 - The Purchaser/s demanded from the Builders and the Builders have given inspection to the Purchaser/s of all the documents of title relating to the said land, the development agreement and the plans, designs and specifications prepared by the Builders Architects M/s. EN-CON and of such other documents as spectical under the Maharashtra. Ownership Flats (Respiration the Fromotion of Construction Sale Management and Transfer oct. 1968 hereinafter for the sake of brevity it may be referred to as The sale Act") and the rules made thereunder, such inspection has been duly given to and taken by the Purchaser/s. The Purchaser/s has/have also satisfied himself/herself/ themselves about the same.

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The Builders have supplied to the Purchaser/s such of the documents as are mentioned in Rule 4 of the Maharashtra Ownership Flat, Rules 1964, as demanded by the Purchaser/s.

NOW, THIS, AGREEMENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- The Builders shall construct the said building on the said plot of land more particularly described in schedule 'A' hereinunder written in accordance with the plans, designs, specifications approved by the concerned local authority and 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/the Government to be made in them or any of them.
- The Purchaser/s hereby agree to purchase from the Builders and the Builders hereby agrees to sell to the Purchaser/s, the Flat bearing No.

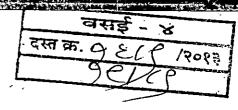
 101., admeasuring 550. Square feet i.e. 51.11. Square metres (Built up area) (which is inclusive of the area of balconies and staircase) on FIGST Floor, in A' wing a square feet in the floor plan thereof hereto annexed and marked any extensive feet to as The Flat") for the price of Rs. 20,35,000/- (Rupels polykinchoting price of the common area and facilities appurtenant in the premises, the nature, extent and description of the common facilities which are more particularly described in the schedule B' hereunder written.
- The said consideration of Rs. 20,25,009- (Rupees []WENTY

 LACH THIRTY FIVE THOUSAND RUPEES only)

 shall be payable in the following manner:-

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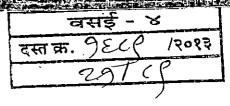
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- a) Rs 4,00,000 /- /- on booking of the Flat.
- b) Rs 2,00,00/7- on or before completion of plinth.
- c) Rs $\frac{2.00000/7}{}$ on or before completion of 1st slab.
- d) Rs 200,000/7- on or before completion of 2nd slab.
- e) Rs 2,00 000/-- on or before completion of 3rd slab.
- f) Rs 3,00,000 on or before completion of 4th slab.
- g) Rs. 1, 50,000 /- on or before completion of 5th slab.
- h) Rs 1,50 600/-/- on or before completion of brick work.
- i) Rs / CD cos/-/- on or before completion of plaster (Internal and External).
- j) Rs 1;00,000/-/- on or before completion of flooring and plumbing.
- k). Rs 650007 remaining at the time of occupation of the said Flat.
 - the terms, conditions, stipulations and restrictions, which may have been imposed by the concerned to the flat the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Purchaser/s, obtained from the concerned local authority occupation and/or completion certificates in respect of the Flat.
 - 5) The Builders hereby declares that the Floor Space Index available in respect of the said land is _____ Square metres only and that no part

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of the said Floor Space Index has been utilized by the Builders elsewhere for any purpose whatsoever.

- The Purchaser/s agrees to pay to the Builders interest at eighteen per cent per annum on all the amounts which become due and payable by the Purchaser/s to the Builders under the terms of this agreement from the date of the said amount is payable by the Purchaser/s to the Builders.
- On the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Builders under this agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoing) and on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Builders shall be entitled at their own option to terminate this agreement;

PROVIDED always that the Power of termination herein before contained shall not exercised by the Builders unless and until the Builders shall have given to the Purchaser/s fifteen days prior notice in writing of their intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Purchaser/s in remetying such breaches within a reasonable time after the giving if such notice.

PROVIDED further that upon termination agreement as aforesaid, the Builders shall refund to the Purchaser/s the installments of sale price of the Flat which may till have been paid by the Purchaser/s to the Builders but the Builders shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Builders, the Builders shall be at liberty to dispose off and sell

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the Flat to such person and at such price as the Builders may in aleir absolute discretion think fit.

The fixtures, fittings and amenities to be provided by the Builders in the premises and the said building are those that are set out in schedule 'D' hereunder written.

The Builders shall give possession of the premises to the Purchaser/s . If the Builders fails or neglects to on or before give possession of the Flat to the Purchaser/s on account of reasons beyond their control and of their agents as per the Provisions of Section 8 of Maharashtra Ownership Flat, Act, by the aforesaid date or dates prescribed in Section 8 of the said act, then the Builders shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the Flat with simple interest at nine per cent, per annum from the date the Builders received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in Section 8 have been satisfied or not will be referred to the competent authority who will act as an Arbitrator, Till the entire amount and interest thereon is refunded by the Builders to the Purchaser/s they shall, subject to prior encumbrances, if any, be a charge on the said land as well as the which the Flats are situated or were t

PROVIDED that the Builders shall be writted to reasonable extension of time for giving delivery of Flat on the appropriate date, if, the completion of building in which that Flat is to be situated is delayed on account of:

Non-Availability of steel, cement, other building material, water or electric supply.

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War, Civil Commotion or act of God.

Any notice, order rule, notification of the Government and/or other public or competent authority.

On delay in issue of occupation certificate, water connection to the building's by concerned Authority.

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

The Purchaser/s shall use the Flat or any part thereof or permit the same to be used only for purpose of RESIDENCE.

The Purchaser/s alongwith other Purchaser/s of Flats in the building shall join in forming and registering the society or a limited company to be known by the name as Chawre Garden Co-operative Housing Society Ltd., The Purchaser/s will also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the society or limited company and for becoming a member, including the bye-laws of the proposed society and full fill and sign and returns to the Builders within seven days of the same being forwarded by the Builders to the Purchastrar orchaser/same Section Builders to register the organization of the 10 of the said Act within the time lime of the by release of the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer 1964. objection shall be taken by the Purchaser/s if any, changes or modifications are made in draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the registrar of Co-Operative Societies or the Registrar of Companies, as the case may

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be, or any other competent authority.

Unless it is otherwise agreed to by and between the parties hereto the Builders shall, within four months of registration of the society or limited company, as aforesaid cause to be transferred to society or limited company all right, title and interest of the vendors and/or the owners in the aliquot part of the said land together with the building obtaining or executing the necessary conveyance and/or assignment of lease of the said land (or to the extent as may be permitted by the authorities) and the said building in favour of such society or limited company, as the case may be such conveyance/ assignment of lease shall be in keeping with the terms and provisions of this agreement.

Commencing a week after notice in writing is given by the Builders to the Purchaser/s that the Flat is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. proportion to the floor area at the Flats) of outgoings in respect of the said land and building namely local taxes, betterment charges or such other levis by the concern local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses raintenance of the necessary and incidental to the mag isty/limited company is formed said land and building. Until the and the said land and building transferred it, the Burchaser/s shall pay to the Builders such proportionate share of onto ings as may be determined. The Purchaser's share is so determined, the Purchaser's shall pay to the Builders Provisional monthly contribution of Rs. - /- per month towards the outgoings. The amounts so paid by the Purchaser/s to the Builders shall not carry any interest and remain with the Builders until a conveyance/ assignment of lease is executed in favour of the society or a limited company as aforesaid. Subject to the provisions of Section 6 of the said Act, on such

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conveyance/assignment of lease being executed, the aforesaid deposite (less deductions provided for this agreement) shall be paid over by the Builders to the society or the limited company, as the case may be. The Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

At the time of registration the Purchaser/s shall pay to the Builders the Purchaser's share of stamp duty and registration charges payable, if any, by the said society or limited company on the conveyance or lease or any documents or instrument of transfer in respect of the said land and the building to be executed in favour of the society or limited company.

The Purchaser/s or himself/herself/ themselves with intention to bring all persons into whatsoever hands the Flat may come, doth hereby covenant with the Builders as follows:

To maintain the Flat at the Purchaser's own costs any good tenantable repair and condition from the date of possession of the Flat is taken and shall not do or suffered to be done anything in or to the building in which the Flat is situated statistically any passages which may be against the rule, regulations of bye-laws of concerned local or any other authority or change after to make addition in or to the building in which the Flat is situated the Flat itself or any part thereof.

Not to store in/ the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structures of the building in which the Flat is situated or storing of which good is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy

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packages whose upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

To carry at his/her/their own cost all internal repairs to the said Flat and maintain the Flat in the same conditions, state and order in which it was delivered by the Builders to the Purchaser/s and shall not do or suffering to be done any thing in or to the building in which the Flat is situated or the Flat which may given the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act the contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make of partition is made any addition or alteration of whatsoever nature to the lateration of whatsoever nature to the lateration in the elevator and alteration in the elevator and alteration in the flat is that and shall keep the portion, sewers, drains pipes in the Flat and appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs, or R.C.C. Pardis or other structural members in the Flat without the prior written permission of the Builders and/or the society or limited company.

Not to do or permit to be done any act or thing which may render

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which the Flat is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

- Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said land and the building in with the Flat is situated.
- Pay to the Builders within seven days of demand by the Builders, their share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
 - To bear and pay increase in local taxes, water charges, insurance and such other levys, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Purchaser/s viz. user for any purposes other than for residential purpose.

The Purchaser/s shall not let, sub-let, transfer, assign or part with the Purchaser's interest or benefit factor of this agreement or part with the possession of the Flat until all the dues payable by the Purchaser/s to the Builders under this agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and continuous of this agreement and until the Purchaser/s had fract intimated in writing to the Builders.

The Purchaser's shall covering and perform all the rules and regulations which the society or the limited company may adopt at its inceptions and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the said building Rules, Regulations and bye-laws for the time being of the concerned local authority and of Government

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and other public bodies. The Purchaser/s shall also observe and perform all the stipulation and condition laid down by the society/limited company regarding the occupation and use of the Flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

Till a conveyance of building in which Flat is situated is executed the Purchaser/s shall permit the Builders and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and building or any part thereof to view and examine the state and condition thereof.

Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flats or of the said plot of land and building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to them and all open spaces, parking spaces, lobbies, staircases, recreation spaces etc., will remain the property of the Builders until the said land and building is transferred to the society/limited company as hereinbefore mentioned.

Any delay tolerated or indulgence shown in the part of this agreement or any bithe and conditions of this agreement of any breadurer non-time part of the Builders of any breadurer non-time part of the Builders of this agreement by Burchaser/s nor shall the same in any manner prejudice the right of the Builders.

The Purchaser/s and/or the Builders shall present this agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the registration act and the Builders will attend such office and admit

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execution thereof.

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./Under Certificate of posting at his/her/their address specified below:

WIZ: Ujjwal, WING, NO.3, FLAT NO. 001,

CHANGE SANKUL, CHANGE WADS,

BOLING MAKA, VRAK (W).

PARTIES HERETO that the terrace space in front of or adjacent to the terrace Flats in the said building, if any, shall belong exclusively to the respective Purchaser/s of the terrace Flat and such terrace spaces are intended for the exclusive use of the respective terrace Purchaser/s. The said terrace shall not be enclosed by the Rirchaser/s till the permission in writing is obtained from the concerned local authority and the Building is present, or as the case may be, the limited company.

IT IS AGREED BETWEEN the Builders and Purchasers Ahal in case any additional F.S.I. is granted or construction of additional floor or floors is allowed then the Builders are entitled to construct and dispose of the said additional construction and the Builders have reserved the right to construct the same additional construction mentioned above and dispose the same. The necessary covenant in the deed of conveyance to be executed in favour of Co-Operative Housing society shall be incorporated.

It is agreed that the Builders shall be entitled, without affecting the rights of the Purchaser/s to the said premises including the area thereof, to revise the building plans in respect of the said building

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and to utilise the total F.S.I. and the development rights are labeled respect of the said property by suitably modifying the building plans in respect of the said premises as the Builders may desire and the Purchaser's hereby irrevocably consents to the right of the Builders to revise and modify the building plans in respect of the said premises from time to time.

in the event of any society being formed and registered before the sale and disposal by the Builders of all the premises, the powers and the authority of the society or limited company or Condominium of Apartment so formed or the Purchaser/s and other holders of the premises shall be subject to the over all authority and control of the Builders in respect of all the matters concerning the said building and in particular the Builders shall have absolute authority and control as regards the unsold premises and the disposal thereof. PROVIDED AND ALWAYS the Purchaser/s hereby agrees and confirms that in the event of the said society and/or Limited Company or Condominium of Apartment being formed earlier than the Builders dealing with or disposing of the said building on the said property then and in that event any allottee or Purchaser/s of premises from the Builders shall be admitted to such co-operative society, limited company of Condominium of Apartment on being called upon by the Builders without payment of any premium or any additional charges save and exp gastor for the share money and Rs.100/- entrance fee and sub allot Purchastr/s or transferee thereof shall not be discriminated or thereof prejudicially by such cooperative society, limited company or Condominium or Apartment as the case may be.

The Purchaser/s hereby agrees that in the event of any amount towards development charges or betterment charges or of a similar nature becoming due and payable by the Builders to the Government or Vasai Virar City Municipal Corporation or to any other public body

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in respect of the said property, the same shall be reimbursed by the Rurchaser/s in proportion to the area of his/her/their Flat.

The Purchaser/s hereby agrees that in the event of any amount by way of premium or security deposit is payable to the Vasai Virar City Municipal Corporation or the State Government or betterment charges or development tax or security deposit for the purpose of giving water connection or any other tax or payment of a similar mature becoming payable by the Builders the same shall be paid by the Purchaser/s to the Builders in proportion to the area of the said premises and in determining such amount, the discretion of the Builders shall be conclusive and binding upon the Purchaser/s.

The Builders have informed the Purchaser/s and the Purchaser/s hereby confirms that the Builders are entitled to ;-

Put up hoarding and display advertisements with any of the various devices including electric, laser and/or neon sings, etc., on any of the external dead walls of the said building and/or on the said terrace above the topmost floor of the said building.

(b) Use the said terrace of the said building to exclude and installing to Cellular Telecommunication Relay Station, Radio Pager Relay Station, Satellite and Communication Relay Stations of another purpose;

Erect and install and/or allow installation of Antenna/s boosters and other equipment lay cables from ground level to the level of the tenrace above the topmost floor for facilating relay of Cellular Communication, Radio, Pager services and Satellite and other Communications, provide cable network services for television and from the concerned local authority and the Builders or the society or as the case may be.

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The Builders shall have absolute right to dispose oif the stilt area, parking area and the common space in the said building/s and the Purchaser/s shall not claim any right, title and interest in the said stilt and common space area.

The Purchaser/s shall be liable to pay the service tax, Vat tax, or any other tax, Cess if applicable on purchasing the Flat to be imposed by the Central and/or State Government or any other Government body at his/her/their own cost and expenses at the time of booking of the Flat.

It is agreed and understood that the terrace if attached to any Flat shall be exclusively used by the Purchaser/s or such Flat/Shop and no other Purchaser/s of Flat nor society shall have rights of any nature whatsoever over such terrace. The terrace over the top floor shall be used commonly by the Purchaser/s of Flats only on the society or other organization being formed and registered.

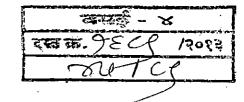
The Builders shall in respect of any amount remaining unpaid by the Purchaser/s under this agreement have first lien and charge on the 'said Flat agreed to be purchased/acquired by the Purchaser/s.

The Purchaser/s shall not decorate the exterior of the said premises otherwise than in a manner agreed to the said premises agreement.

Until the execution of the Conveyance in favore of the deganisation of the Purchasers, the Builders shall be entitled to pur up loarding/s on the said land or on the said building/s to be used the said and the said hoarding/s may be illuminated or may comprise of neon signs and for the purpose, the Builders are fully authorised to allow temporary or permanent construction or erections and installations either on the exterior of the said building or on the said land and the Purchaser/s agree/s not to object or raise

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SCHEDULE 'A'

THE SCHEDULE ABOVE REFERRED TO

ALL THOSE pieces and parcels of N.A. land bearing Survey No.178, Hissa No.7A, admeasuring 890 Square metres, assessed Rs.89.00 Paise, Survey No.178, Hissa No. 8B, admeasuring 550 Square metres, assessed Rs.55.00 Paise lying, being and situated at Village BOLINJ, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No. II (Virar).

SCHEDULE 'R'

THE SCHEDULE ABOVE REFERRED TO FLAT

Flat No. 101 Wing A on the FIRST Floor,
admeasuring 550 Square feet i.e. 51.11 Square feet up
area), in the building known as "CHAWRE GARDEN", conscripted on
NA. land bearing Survey No.178, Hissa No.7A, anineasuring 890
Square metres, assessed Rs.89.00 Paise Survey No.178 Hissa No.
8B, admeasuring 550 Square metres, assessed Rs.55.00 Paise lying.
being and situated at Village BOLINJ, Taluka Vasar, District Thane,
within the area of Sub-Registrar at Vasai No. II (Virar).

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any dispute in respect of the same.

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It is expressly and specifically agreed understood and the Purchaser/s that till the conveyance, lease or assignment or other vesting documents in respect of the said building or one or more of them together with the land appurtenant thereto is are executed and geven after execution of such documents in favour of the society or limited company to be formed, registered, incorporated by the Purchaser/s of Flat in the said building, the Builders shall have full rights, power and absolute authority to deal with or dispose off the funsold Flats etc. which are in the name of the Builders or their nominee to the discretion to which the Purchaser/s herein and the other Purchaser/s have no right or authority to object or challenge the same. On the Builders intimating to the society or limited company, as the case may be the name or names, of the Purchaser or Purchasers of such unsold Flats etc. the society shall admit and accept such person/persons as his/her/their member/s and share holder/s and issue transfer share certificate in favour of such person/ persons without charging/recovering any premium, fees, donation or any amount of whatsoever nature for such trace

The Builders shall be entitled to alter the terms and conditions of the Agreement relating to the unsold premises in the said building of which the aforesaid premises form parts hereafter or from after the said society is formed and the Purchase said have no right to sobject to the same.

This agreement shall always be subject to the Provision of Maharashtra Co-Operative Societies Act, 1960 with rules made thereunder and also The Maharashtra Ownership Flats (Regulation of the Promotions of Construction Sale Management and Transfer) Act, 1963.

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SCHEDULE 'C'

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TITLE CLEARANCE REPORT

THIS IS TO CERTIFY THAT I have investigated the title of N.A. land bearing. Survey No.178, Hissa No.7A, admeasuring 890 Square metres, assessed Rs.89.00 Paise, Survey No. 178, Hissa No. 8B, admeasuring 550 Square metres, assessed Rs.55.00 Paise lying, being and situated at Village BOLINJ, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No. II (Virar) belonging to 1) MR. ABDUL REHAMAN ABID HUSSEIN CHAWRE, 2) MR. MOHAMMED SAALIM ABID HUSSEIN CHAWRE, 3) MR. MOHAMAD ABBAS ABID HUSSEIN CHAWRE, 4) MRS. AMERA NAZAR SONDE, 5) MRS. AREFA CHIRAGUDDIN KOKNI.

By an Development Agreement dated 13th September 2012 and registered in the office of Sub-Registrar at Vasai No. II (Virar) under Serial No. 08942-2012, dated 13/09/2012, 1) Mr. Abdul Rehman Abid Hussein Chawre, 2) Mohammed Saalim Abid Hussein Chawre, 3) Proj Mohammed Abbas Abid Hssein Chawre, 4) Amera Nazar Sonde, 5) Arifa Chiraguddin Alias Chirag Kokni (therein called "The Owners") of the First Part and M/s. WELLDON CONSTRUCTIONS (therein icalled "The Developers") of the Second Pa Rehman Abid Hussein Chawre and siners deve development right in respect of the said land to will be the said tioned FSI admeasuring 15928 Square feet (constructable great and the F.S.I. of P.G. Reservation admeasuring 2269 MurSquare feet tobe sanctioned by the Vasai Virar City Municipal Corporation total F.S.I. admeasuring 18197.71 Square feet i.e. 1691.23 Square metres together with all balconies and staircases area together with right of way over the roads and other common facilities approved by the Vasai Virar City Municipal Corporation to M/s. WELLDON ONSTRUCTIONS, on the terms and conditions mentioned in the

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said agreement.

The said Mr. Abdul Rehman Abid Hussein Chawre and others have executed a Power of Attorney dated 13/09/2012 which is registered in the office of Sub-Registrar at Vasai No. II (Virar) under Serial No. 08943-2012, dated 13/09/2012 in favour of M/s. WELLDON CONSTRUCTIONS with a right to develop the said land.

have investigated the title and the same is found clear, marketable and without any encumbrance.

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(N.B.DESHMUKH & CO.)

ADVOCATE



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LIST OF AMENITIES

R.C.C. framed structures with 6" wall and and 4" thick inside brick walls.

STERING:

Outside plaster will be two coats and faced with cement paint. Inside plaster will be neer finished cement plaster with distemper colour.

DOORS.

Flush door (main door with polish) with fancy fittings, becalite doors in W.C. and Bathroom.

NDOWS:

Aluminium sliding windows with marble frame.

i) Spartex Flooring with scarting in all rooms.

ii) Spartex floorid

iii) Full Tile

iv) Full tiles in B Rural)

TCHEN PLATFORM:

Raised kitchen platform Granite on top & steel sink with kitchen trolleys.

INTING:

- i) All door oil Painted.
- ii) Distemper painted walls in the flat.
- iii) Externally Acrylic Paint.

ENTRANCE:

Decorative Entrance

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ELECTRICITY:

An electric wiring and main line concealed.

WATER:

Over head RCC water tank with electric

pump set.

PLUMBING:

Concealed plumbing in Bathroom and WC.

R.C.C. Loft:

Bathroom and Kitchen.

One white wash basin.

Shower and Fancy taps is bathroom.

Orissa Pan in W.C.



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SIGNED AND DELIVERED BY THE

WITHINNAMED "THE BUILDERS"

M/S. WELLDON CONSTRUCTIONS, ABDUL MUGEET.M.S

a partnership firm, through its partner)

in the presence of.....

Name: XUBAIR, NISHAIRH

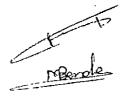
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2. Marne:

Address:





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वसई 2.3 台.蒙蒙5 /२०१३ गांव नसुना सात (अधिकार अभिलेख पत्रक) (महाराष्ट्र जमिन ऑहिकार अमिलेख आणि नींदवह्या (तयार करणे व सुस्थितीत ठेवणे) (नियम १९७१ - यातील नियम ३,५,६ आणि ७) तहसील : वसई भूमापन कमोट्टाचा उपविभाग भूभारण विष्युद्धे भीगवंदाधाराचे नांव (६१८) खाते क्रमांक : पद्धती 900 CO थेताचे स्थानिक नाव आए प्रति चौरस मिटर ા रुपये पेसे सीमा आणि भुमापन् चिन्हे : 0 जाकारणी है 2uee गांव नमुना १२ (पिकाची नोंदवहीं) गहाराष्ट्र जिम्म महस्रल अधिकार अभिलेख आणि मोदवह्या (तयार करणे व सुरिधातीत ठेवणे) नियम १६७१ यातील नियम २९) पिकाखालील क्षेत्र १०१ मानक्सेप्राचाचे नांव **मिश्र**पिकांचे घडक पिके व मिश्रंपिकांचे एकूणं क्षेत्रं प्रत्येक पिकाचे क्षेत्र पिकाने नाव जनसिक् 退 जलसियन Holes Holes F ø Ç ં સ 90 :99 92 urail हे.आ. हे.आ हे.आ हे.आ हे आ है आ हे भी तलावा सजाप्राळाज तहरिष्ट्री स्थिताई

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वाचले

दिनांक :- **114** NOV 2011

ता.वसई जि.ठाणे यांचा अर्ज दिनांक २०/८/२०११

वसई-विरार शहर महानगरपालिका यांचेकडील परवानगी क्र. VVCMC/ TP/ NANOC/ VP-०६२६/८७० दि.९/८/२०११

तहसिलदार वसई यांचेकडील पत्र क्रमांक/महसूल/जिमनबाब/एसआर-९२ ₹. दिनाक १४/९/२०११

१) उपजिल्हाधिकारी (भूसंपादन) लघूपाटबंधारे, ठाणे ३ रा मजला यांचेकडील पंत्र क्र.भूस/ ल.पा/एसआर-६०५० दि. १३/९/२०११ २) उपजिल्हाधिकारी (भूसंपादन) लघूपाटबंधारे, ५वा माळा ठाणे यांचेकडील पत्र क्र.भूसंपादन/वशी-४७८/टे-१/जा.क्र.१९४/११ दि.१४/९/२०११ ३) भूमी सपादन विशेष अधिकारी (विशेष घटक) ठाणे यांचेकडील पत्र क.भुसविअ/नाहदा/११७७ दि. ५/९/२०११ ४) उपजिल्हाधिकारी (भूसंपादन) मेट्रो सेटर-यांचेकडील -पत्र क्र.भूस/मे.से-३/एंसआर-७७० दि.१३/९/२०११. ५) उपजिल्हाधिकारी (भूसंपादन) उल्हास खोरे प्रकल्प, ठाणे यांचेकडील पत्र क्र भूसंपादन/ टे.नं.१/वशी-५४७५ दि.१५/९/२०११ ६) उप विभागीय अधिकारी भिवंडी विभाग भिवंडी यांनी त्यांचेकडील पत्र क्र.बीडी/महसूल/टे-३/भुसं/कावि-७/११ दि.२८/९/२०११ अर्जदार यांनी सादर केलेले हमीपत्र दिनांक ९/९/२०११

इकडील कार्यालयाने दिनांक २९/८/२०११ रोजीचे 'महाराष्ट्र जनमुद्रा' व दिनांक ३०/८/२०११ रोजीचे 'आपला उपनगर' या वृत्तपत्रात प्रसिध्द केलेला जाहिरनामा या वृत्तपत्रात प्रसिध्द केलेला जाहिरनामा

आदेश :-

ज्या अर्थी श्री.अब्दूल रेहमान आबिद हुसेन चावरे व इतर रा.मलिका मंजिल, बृ-हान चौक्, सोपारा, ता.वसई जि.ठाणे यांनी ठाणे जिल्हयातील वसई तालुक्यातील मीजे बोळींज वैधील स.नं./हि.नं. १७८/७अ क्षेत्र ८९०-०० चौ.मी. व स.नं.१७८/८व क्षेत्र ५५०-०० चौ.मी. असे एकूण क्षेत्र १४४०-०० चौ.मी. जागेचा रहिवास व वाणिज्य या बिगरशेतकी प्रयोजनार्थ वापर क्रुण्याची परवानगी मिळण्या बाबत अर्ज केलेला आहे.

आणि ज्यांअर्थी, प्रस्तावित जमीनीस बिनशेती परवानी देण्याच्या संदर्भात २९/८/२०११ रोजीचे दैनिक 'महाराष्ट्र जनमुद्रा' व दिनांक ३०/८/२०११ रोजीचे 'आपला र्वपुनगर' या वृत्तपत्रात जाहीरनामा प्रसिध्द करणेत आला होता. सदर जाहीरनामा वृत्तपत्रात प्रसिष्द झाल्यापासून ७ दिवसांचे मुदतीत एकही तक्रार/ हरकत या कार्यालयास प्राप्त झाली

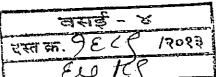
त्या अर्थी आता महाराष्ट्र जमीन महसुल अधिनियक्क व्याच्याकडे निहित करण्यात आलेल्या अधिकारांचा वापर क अन्दूल रेहमान आबिद हुसेन चावरे २) महमंद सलीम अन्वास आबिद हुसेन चावर ४) अमिरा नजर सोडे ५) आरी मिने एडिहीन क्रिकिंगी यांन्स जिल्ह्यातील वसई तालुक्यातील मौजे बोर्ळीज येथील स.नं./हि.नी क्रिकेट के कि वैसानः १७८/८व क्षेत्र ५५०-०० ची.मी. असे एकूण क्षेत्र १४४०-५० च्रासी. मधील अंड हिम्मुन्स्शन क्षेत्र २१०-९४ ची.मी. वगळून उर्वरित क्षेत्र १२२९-०हे शतकी प्रयोजनार्थ वापर करण्या बाबत पुढील शर्तीवर अनुज्ञा (परमीशन) वेष्ट्रा विरार शहर महानगरपालिका यांचेकडील मंजूर नकाशाप्रमाणे खालील क्षेत्रावर बांधकाम अनुज्ञेय

्रिंगरं.जी.@ १०% (नॉन डिडक्टेबल)

- ११२२-९१ चौ.मी.

िशती अशा:~

अिंग्नियम बाउनाजील केलेले नियम यांना अधिन तेवन देण्यांत आलेली



- क्र.महसुल/क-१/टे-९/एनएपी/बोळींज-वसई/एसआरण्डरट/२०११

अनुज्ञाग्राही व्यक्तीने (ग्रॅंटीने) अशा जमीनीचा वापर व त्यावरील इमारतीच्या आणि किंवा अन्य बांधकामाचा उपयोग उक्त जमीनीचा ज्या प्रयोजनार्थ उपयोग करण्यांस परवानगी देण्यांत आली असेल त्याच प्रयोजनार्थ केला पाहिजे. आणि त्याने अशी जमीन किंवा तिचा कोणताही भाग किंवा अशी इमारत यांचा इतर कोणत्याही प्रयोजनार्थ जिल्हाधिकारी ठाणे यांच्याकडून तशा अर्थाची आगाऊ लेखी परवानगी मिळविल्या शिवाय इतर कोणताही वापर करता कामा नये. इमारतीच्या वापरावरुन जिमनीचा वापर ठरविण्यांत येईल.

अशी परवानगी देणा-या प्राधिका-याकडून अशा भूखंडाची किंवा त्यांचे जे कोणतेही उपभूखंड करण्या बाबत मंजूरी मिळाली असेल त्या उपभूखंडाची आणखी पोट विभागणी करता कामा नये.

अनुजाग्राही व्यक्तीने (अ) जिल्हाधिकारी व संबंधित नगरपालिका प्राधिकरण ग्रांचे समाधान होईल अशा रीतीने अशा जमीनीत रस्ते,गटारे वगैरे बांधून आणि (ब) भूमापन विभागा विद्यून अशा भूखंडाची मोजणी व त्यांचे सीमांकन करुन ती जमीन या आदेशाच्या तारखे पासुन एक वर्षाच्या आंत मंजूर आराखडया प्रमाणेच काटेकोरपणे विक्रिसत केली पाहिजे. आणि अशा रीतीने ती जमीन विकसित केली जाई पर्यंत त्या जमीनीची कोणत्याही रीतीने विल्हेवाट लावता कामा नये.

अनुजाग्राही व्यक्तीस असा भूंखंड विकावयचा असेल किंवा त्यांनी इतर प्रकारे विल्हेवाट लावायची असेल तर अशा अनुजाग्राही व्यक्तीने तो भूखंड या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीचे पालन करुनच विकणे किंवा अशा शर्तीनुसारच त्यांची अन्य प्रकारे विल्हेवाट लावणे आणि त्यांचे निष्पादित केलेल्या विलेखात तसा खास उल्लेख करणे हे त्यांचे कर्तव्य असेल.

या सोबत जोडलेल्या वसई-विरार शहर महानगरपालिकेने मंजूर केलेल्या स्थळ आराखडयात आणि किंवा इमारतीच्या नकाशात निर्दिष्ट केल्या प्रमाणेच जोते क्षेत्रावर बांधकाम करण्या विषयी ही परवानगी देण्यांत आलेली आहे. सदर भूखंडातील नकाशात दर्शविल्या प्रमाणेच उर्वरित क्षेत्र विना चांधकाम मोकळे सोडले पाहिजे.

प्रस्तावित बांधकाम हे वसई-विरार शहर महानगरपालिकेच्या मंजूर नकाशात दर्शविलेल्या मजल्या पेक्षा जास्त मजल्याचे असु नये.

प्रस्तावित इमारत किंवा कोणतेही काम (असल्यास) त्यांच्या बांधकामास सुरुवात करण्यापुर्वी अनुजाग्राही व्यक्तीने (ग्रॅंटीने) वसई-विरार शहर महानगरपालिका यांची असे बांधकाम करण्या विषयाची आवश्यक ती परवानगी मिळविणे हे अशा व्यक्तीवर बंधनकारक असेल.

बधनकारक असल.
अनुजागाही व्यक्तीने सोबत जोडलेल्या वसई कुळ पूर्ण निर्माशकने मंजूर नकाशांत दर्शविल्या प्रमाणे सीमांतिक मोक अनु (ओपन मह्मीपति हिस्टेंसेस) सोडले पाहिजे.
या आदेशाच्या दिनांका पासून एक वर्षाच्या कह्मावधीव विवास होती अशा जमीनीचा विगर शेती प्रयोजनामानी नाम

या आदेशाच्या दिनांका पासून एक वर्षाच्या काष्ट्रावधीहरू सुनुजाग्राही करिती अशा जमीनीचा बिगर शेती प्रयोजनासाठी वापर कर्ण्यास सुरुवाद होता पाहिन्द मान विकावेळी असा कालावधी वाढविण्यांत आला असेल तर ति तोष्ट अलाहिंदा. अनुजागृही व्यक्तीने उपरोक्त प्रमाणे न केल्यास ही परवानगी आपोअस्प कह हाली ससरेगांचे समजण्यांत येईल.

अनुज्ञाग्राही व्यवतीर्ने अशा जमीनीचे बिगर शेतकी प्रयोजनार्थ, वापर करण्यांस ज्या दिनांका पासून सुरुवात केली असेल किंवा ज्या दिनांकास त्यांने अशा जमीनीच्या वापरात बदल केला असेल तर तो दिनांक त्यांने एक महिन्याच्या आंत तलाठ्या मार्फत वसई तहसिलदारांस कळविले पाहिजे. जर तो असे करण्यांस चुकेल तर महाराष्ट्र जमीन महसूल (जमीनीच्या वापरातील बदल व बिगरशेतकी आकारणी) नियम १९६९ मधील नियम ६ अन्वये त्याच्यावर कार्यवाही करण्यांस असा अनुज्ञाग्राही पात्र ठरेल.

अशा जमीनीचा त्या प्रयोजनार्थ वापर करण्यांस अनुजाग्राहीस परवानगी देण्यांत आली असेल त्या प्रयोजनार्थ वापर करण्यांस प्रारंभ करण्यांच्या दिनांका पासन सदर अनजागादीने

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- ३ - क्र.महस्तुल/क-१/टे-९/एनएपी/बोर्ळीज-वसर्ड्/एसआर-१२८/२०११ अंगलात येणारे बिनशेती आकार देणे बंधनकारक राहिल.अशा जिमनीच्या वापरात कोणत्याही प्रकारचा बदल करण्यांत आला तर त्याप्रसंगी निराळ्या दराने बिगरशेतकी आकारणीच्या हमीची मुदत अजून समाप्त व्हावयाची आहे ही गोष्ट विचारात घेण्यांत येणार नाही.

१२ प्रस्तावित जिमनीची अतितातडीची मोजणी पी रक्कम रुपये १,०००/- (अक्षरी रुपये नऊ हजार मात्र) चलन क्र.५३३/२०११ (भारतीय स्टेट बँक चलन क्र.१६८३) दिनांक ३/११/२०११ अन्यये शासन जमा केली आहे.

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

१४ सदर जमीनीच्या विगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून दोन वर्षाच्या कालावधीत अनुजाग्रीने अशा जमीनीवर आवश्यक ती इमारत बांधली पाहिजे. अन्यथा सदरहू आदेश रदद समजण्यांत येईल. व अनुजाग्राही यांना अकृषिक परवानगीसाठी नव्याने अर्ज सादर करावा लागेल.

१५ पुर्वीच मंजूर केलेल्या नकाशाबरहुकुम अगोदरच बांधलेल्या इमारतीत अनुज्ञाग्राहीने कोणतीही भर घालता कामा नये किया ती मध्ये कोणताही फेरबदल करता कामा नये. मात्र अशी भर घालण्यासाठी किया फेरबदल करण्यासाठी जिल्हाधिका-यांची परवानगी घेतली असेल आणि अशा भरीचे किया फेरबदलाचे नकाशे मंजूर करुन घेतले असतील तर ती गोष्ट वेगळी.

६ अनुज्ञामाही व्यक्तीने आजुबाजुच्या परिसरांत अस्वच्छता व. घाण निर्माण होणार नाही अशा रीतीने आपल्या स्वतःच्या खर्चाने आपली पाणीपुरवठयाची व सांडपाण्याचा निचरा करण्याची व्यवस्था केली पाहिजे.

जमीनीच्या बिगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून एक महिन्याच्या कालावधीत अनुजाग्राही ब्यक्तीने महाराष्ट्र जमीन महसुल (जमीनीच्या वापरात बदल व बिगरशेतकी आकारणी) नियम १९६९ यातील अनुसूची पाच मध्ये दिलेल्या नमुन्यात एक सनद करुन देऊन तीत या आदेशातील सर्च शर्ती समाविष्ट करणे त्यास बंधनकारक असेल

१८अ या आदेशात आणि सनदी मध्ये नमृद केलेल्या शर्तींपैकी कोणत्याही शर्तींचे अनुजाग्राही व्यक्तीने उल्लंघन केल्यास उक्त अधिनियमाच्या उपबंधान्यये असा अनुजाग्राही ज्या कोणत्याही शास्तीस पात्र ठरेल त्या शास्तीस बाधा न येऊ देता ठाण्याच्या जिल्हाधिका-यास ती निर्दिष्ट करेल असा दंड आणि आकारणी भरत्यानंतर किया भूखंड अर्जदाराच्या ताब्यात राहू देण्याचा अधिकार असेल.

अर्जवाराच्या तांच्यात राहू देण्याचा अधिकार असेल.

वरील खंड अ) मध्ये काहीही अंतर्भूत असले तरीही कि प्रमुख्य सम्मूद्धीतिवृद्ध जाऊन कोणतीही इमारत किंवा बांधकाम उमे करण्यांत कि असेल विद्या तरतूं विद्या या इमारतीच्या किंवा बांधकामांचा वापर करण्यांत आहे असेल विद्या तरतूं विद्या या इमारतीच्या किंवा बांधकामांचा वापर करण्यांत आहे असेल विद्या तरतूं विद्या प्रतिच्या आंत अशा रीतीने उभारलेली इमारत कादून विद्या विष्या किंवा तथा जिल्हाधिका-यांचे निर्वेश विष्या समित काद्या विषयी किंवा तथा जिल्हाधिका-यांचा जिल्हाधिका-यांचे किंदा वांधकाम विद्या अलेक असेला करण्यांचे काम करवून घेण्यांचा किंवा त्या प्रीत्यर्थ आलेक असेला विद्या तथा किंदा तथा करण्यांचे काम करवून घेण्यांचा किंवा त्या प्रीत्यर्थ आलेक असेला करणांची थकबाकी म्हणून वसुल करून घेण्यांचा अधिकार असेल.

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

प्रस्तावित जिमनीच्या बिगरशेतकी आकारणीच्या पाचपट रक्कम रु.७२० /- (अक्षरी रु.सातशे वीस मात्र) रुपांतरीत कर (कन्व्हर्शन टॅक्स) म्हणून चलन क्र.६२२/२०११ (भारतीय स्टेट बँक चलन क्र.१६४१) दिनांक ३/११/२०११ अन्वये सरकार जमा केली आहे. 🗘 🗿

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- ४ - क्र.महसुल/क-१/टे-९/एनएपी/बोर्ळीजं यसई/एसऑर-१२८/२०११

२१ अनुज्ञाग्राही यांनी चसई-विरार शहर महानगरपालिका यांचे कडील मंजूर नकाशाबरहुकुमच बांधकाम केले पाहिजे. त्यात सिडको व महसुल खात्याचे पूर्व परवानगी शिवाय कोणताही बदल करता येणार नाही.

२२ अनुजाग्राही यांनी घसई-विरार शहर महानगरपालिका यांचेकडील बांघकाम नकाशा व्यतिरिक्त जादा बांधकाम केल्यास अगर बांधकामा मध्ये बदल करुन जादा घटाईक्षेत्र निदेशांक वापरल्यास अनुजाग्राही हे महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ चे कलम ५२ अन्यये पौजदारी स्वरुपाचा गुन्हा दाखल करण्यांस पात्र रहातील व असे जादा बांधकाम दूर करण्यांस पात्र राहील.

२३. अनीपचारिक संदर्भाने तहसिलदार (रेतीगट) ठाणे यांचेकडील पत्र क्रमांक रेतीगट/गौख/ टे-५/कावि-३८९/२०११ दिनांक ३/११/२०११ अन्वये जोता क्षेत्रावर होणारे गौण खनिज उत्खनन १७४ ब्रास चर होणारे स्वामीत्य धनाची रक्कम रु.३४,८२५/- (अझरी रु. चौतीस हजार आठशे पंचवीस मात्र) चलन क्र.३८९/११ (भारतीय स्टेट बॅंक शाखा ठाणे चलन क्र १६६६) दिनांक ३/११/२०११ अन्वये भरणा केले आहेत.

वसई-विरार शहर महानगरपालिका यांचे दिनांक ९/८/२०११ चे परवानगी मधील सर्व शर्ती अनुजाग्राही यांचेवर बंधनकारक राहतील.

> सही/-(ए. एल जऱ्हाड) जिल्हाधिकारी ठांणे.

प्रात, श्री.अब्दुल रेहमान आबिद हुसेन चावरे व इतर रा.मिलका मंजिल, बृ-हान चौक्, सोपारा, ता.वसई जि.ठाणे

आदेश निर्गमित केले



जिल्हाधिकारी ठाणे करिता

TRUE COPY



अबुझर अब्दुल हा जिल् (बिशेष कार्वकारी अस्मित ए-२०१, ज्योति अपाउँमेंट, स्पान मालासोपारा, सा. बसई, जि अनुक्रमांक - २६११

ज्याति अवाउपट्, पारा, ता. वसई, जि. जीपी?ural) अनुक्रमांक - २६१९

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मुख्य कार्यालय, विरार विरार (पूर्व), ता. वसई, जि. ठाणे, पिन ४०१ ३०५.



/२०९३ दस्त क्र.

द्रस्वनी : ०२५०-२५२५१०१/०२/०३/०४/०५/०६

फॅक्स : ०२५०-२५२५१०७

ई-मेल : vasaivirarcorporation@yahoo.com

जा.क्र. : व.वि.श.म.

दिनांक :

VVCMC/TP/CC/VP-0626/2640

21/3/2012

Mr. Abdul Rehman A.H. Chawre & 4 others, Through P.A. Holder, Mr. Abdul Muqeet M.S. Jasnak Mallika Manzil, Burhan Chowk, Nallasopara (W), Tal: Vasai,

DIST:THANE.

Commencement Certificate for proposed Residential building on land bearing S.No. 178, H.No.7A & 8B of Village: Bolinj, Tal: Vasai, Dist: Thane.

Ref:

1. NOC for N.A. Permission granted by VVCMC vide letter No.VVCMC/TP/NANOC/VP-0626/870 dated 09/08/2011.

2. N.A Order No. REV/K-1/T-9/NAP/BOLINJ-VASAI/SR-128/2011 dtd. 04/11/2011,

for Collector of Thane.

3. TILR M.R. No. 632/2010, dtd. 08/04/2011, & M.R. No. 633/2010, dtd. 08/04/2011, for measurement.

4. Assurance letter from Vasai Virar City Municipal Corporation vide letter

dated.21/03/2012.....

5. Your Registered Engineer's letter dated 27/12/2011.

Sir/ Madam, Development Permission is hereby granted for the propose Repsidential Building in under Sec. 45 of Maharashtra Regional and Town Planning 1965 Web XXVII of 1966) to Mr. Abdul Rehman A.H. Chawre & 4 others, Through A. Holder, Mr. Abdul Muquet M.S. Jasnak.

It is conditions mentioned in the letter No.VVCM 21./03/2012. The detail of the layout is given below.

ĺ	, !			And Appendix Keriman	
Ì	[•	100	A. Chawre & 4 others, Through P.A. Holder, Mr. Abdul	
۸ĺ	1	Name of assess owner / P.A. Holder	(Wras)	others, Through P.A.	
Y		Traine of debute of the first		Holder, Mr. Abdul	į
				Muqeet M.S. Jasnak.	ļ
l	2	Location	and the state of t	Bolinj	
		Land use (Predominant)	AND THE REAL PROPERTY AND THE PROPERTY A	Residential building.	
	3			1440.00 sq.m	ŀ
	4	Gross plot 7/12 Area		210.94 sq.m	
	5	P.G Reservation			Ì
	6	Balance pot Area		1229.06 sq.m	1
$/\!/$	1 -	RG @ 10% (Non-Deductable)		122.90 sq.m	ļ
				1229.06 sq.m	
	_ 8	Buildable Plot area		1.00	1
	9	Permissible FSI		1229,06 sq.m	1
//	10	Permissible BUA			1
	11	Proposed Built-Up-Area		1138.74 sq.m	1
	12	No.of Bldg.		1 Nos.	j
	1 12	I NO.01 Didg.	4 Barnellin	#	



मुख्य कार्यालय, विरार विरार (पूर्व), . वसई, जि. ठाणे, पिन ४०१ ३०५.



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दूरध्वनी : ०२५०-२५२५१०१/०२/०३/०४/०५/०६

फॅक्स :.०२५०-२५२५१०७

ई-मेल : vasaivirarcorporation@yahoo.com

जा.क्र. : व.वि.श.म.

दिनांक :

VVCMC/TP/CC/VP-0626/ 2-64 0 The details of the Buildings is given below: 21/3/2012

Sr. No.	Predominant Building	Bldg. No.	No. of Floors	No. of Flats	Built Up Area (in sq. mt.)
	Residential	1	G+4	32	1138.74

- The commencement certificate shall remain valid for a period of one year for the particular building under reference from the date of its issue (As per Section 48 of MR & TP Act, 1966 and Clause 2.42 & 2.6.9 of Sanctioned D.C. Regulations-2001).
- The amount of Rs. 16,700/- (Rupees Sixteen Thousand Seven Hundred only) deposited vide receipt No. 211557 dated 06/03/2012 with Vasal-Virar City Municipal Corporation as interest from security deposit shall be forfeited either in whole or in part at the absolute discretion of the Corporation for breach of any other building Control Regulation & Conditions attached to the permission covered by the Commencement Certificate. Such forfeiture shall be without prejudice to any other remedial right of the Corporation.
- You shall transport all the construction material in a good transport system and the material shall not be stacked in unhygienic / polluting condition.
- You shall see that water shall not be stored to lead to unhygienic conditions like
- You shall provide drainage, sewerage, see sport of sport of the satisfaction of Vasai-Virar City Municipal for point on. Else occupancy certificate shall not be granted to you, which may please by sted.

 You have to-fix a board of public notice of the satisfaction of public notice of the satisfaction of the satisfaction of public notice of the satisfaction of the 5)
- You have to fix a board of public notice eganging the uthorized covering of marginal open spaces before applying for occupants certificate of sext building as per the format finalized by Vasai-Virar City Municipal Corporation.
- You shall develop the road to the sate of drainage systems, sewerage systems and water supply (tank sizes etc) before applying for Plinth Completion Certificate.
- You shall construct cupboard if any, as per sanctioned D.C Regulations. 8)
- You shall construct the compound wall & also developed the roads upto WBM 9) standard before Plinth Completion Certificate.
- 10) You are responsible for the disputes that may arise due to Title/ Access matter. Vasai-Virar City Municipal Corporation is not responsible for any such disputes.
- 11) You shall provide Mosquito proof treatment in order to avoid Mosquito breeding to the satisfaction of VVCMC. Occupancy Certificate will not be granted if Mosquito treatment is not provided.

मुख्य कार्यालय, विरार विरार (पूर्व), ता. वसई, जि. ठाणे, पिन ४०१ ३०५.



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दूरध्वनी : ०२५०-२५२५१०१/०२/०३/०४/०५/०६

फॅक्स : ०२५०-२५२५१०७

ई-मेल : vasaivirarcorporation@yahoo.com

जा.क्र. : व.वि.श.मं.

दिनांक :

VVCMC/TP/CC/VP-0626/ 2640

21/3/2012

12) Water Storage tank's (cisterns) and septic tanks are required to be done Mosquito proof arrangement by licenses plumber.

Yours faithfully,/

Dy. Director of Town Planning asai-Virar City Municipal Corporation

Encl.; a/a. c.c. to:

- M/s. En-Con, Project Consultants, G-7, 8 'D' Wing, Sethi Palace, Ambadi Road, Vasai Road (W), Tal. Vasai, Dist. Thane.
- 2. Asst. Commissioner, UCD, Vasai-Virar city Municipal Corporation. Ward office
- 3. The Collector,
 Office of the Collector, Thane.
- 4. The Tahasildar Office of the Tahasildar, Vasai



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