**Original** नोंदणी 39 म.

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Monday, December 21, 2009

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पावती क्र. : 7160

नवघर गावाचे नाव

दिनांक 21/12/2009

दस्तऐवजाचा अनुक्रमांक

2009 टनन7 - 07162 -

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नावः किशोरचंद्र साहु - -

नोंदणी फी

19090.00

नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)),

1740.00

रुजवात (अ. १२) द छायाचित्रण (अ. १३) -> एकत्रित फी (८७)

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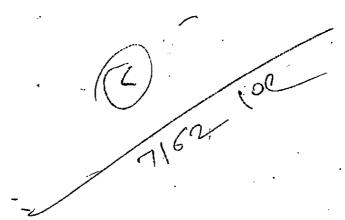
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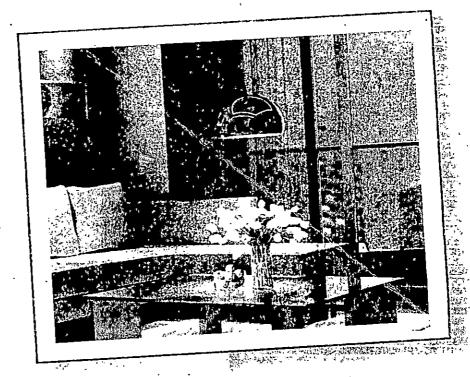
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MR. KISHOR CHANDRA SAHU&
MRS. SHRADDHANJALI BAHU

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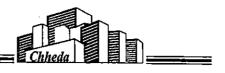
FLAT NO.: 302 ON 3140 FLOOR

IN A WING OF

ANANT / APURVA

AGREEMENT FOR SALE

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Customer's Copy  THE KAPOL CO-OP. BANK LTD. FRANKING DEPOSIT SLIP Branch: BORIVALI Date: 18/12/09  Pay to: Acct. Stamp Durg 1 0 0 78  Franking Value Rs. 786.00  TOTAL Rs. 780.60  Name of the person for whom stamp duty is impressed  Name & Address of the Stamp duty paying party  TOTAL Rs. 780.60  Name & Address of the Stamp duty paying party  TOTAL C. SAHU	DD / Chaque No. C. Bryt.  Drawn on Bank  The Control of the Contro
AGREEMENT FOR S	SALE OF FLAT

THIS AGREEMENT FOR SALE OF FLAT made and entered into at Thane day of DECEMBER 2009 BETWEEN M/S. CHHEDA DEVELOPMENTS, a Partnership firm registered under the provisions of principal place of business at Indian Partnership Act, 1932 have 109-111, Goyal Shopping Argan Day 🎎 y Station, Borivali (West), Mumbai – 400 092 and addr Morthe purpose, these presents at, Survey No. 302, 303, Subhash Road, Mira Road (In the Dist. Thane, hereinafter referred to as "THE PROM ERS" (The expression shall unless repugnant in expression shall unless repugnantemed to mean and include partners th to the context or mean-ing or partner for the time being of the partners firm, the survivors or survivor of them and the he Arators and assigns of last such survivor) of the ONE P

SHRI/SMT/MS/MESSRS KISHOR CHANDRA SAHU &
MRS SHRADDHANJALI SAHU

Andian inhabitants, having their address for the purpose of these presents at

RAILWAY COLONY, QTRNO. 49 10 NEAR. RAILWAY Z

STATION P.F. NO. 1, KANDIVALI (W), MUMBAI

hereinafter called the "FLAT PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof deemed to mean and include their respective heirs, executors, administrators and assigns) of the OTHER PART.

VKISHOR CHANDRA SAHU. -1-

& Shraddheniali Sahu.

M/s. CHHEDA DEVELOPMENTS

Partner

01-985498

Tèè Kanoi C⇔operative Bank Ltd., Borivali Branch,Bhandarkar Bhavan, S.V.Road,Borivali(w),

127565

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#### WHEREAS:

- The agricultural lands/property bearing old Survey no.303 corresponding New Survey no.179 Hissa No.1A admesuring 2540 sq.mtrs. and old Survey no.302, corresponding New Survey no.181 Hissa No.14 admeasuring 100 sq.mtrs, all of Village Navghar, Taluka & District Thane, now within the limits of Mira Bhayander Municipal Corporation and more particularly described in the First schedule hereunder written, originally belonged to Shri Chintaman Yashwant Patil & Others who by an Agreement for Development cum Sale dated 20th February 2005, agreed to sell and transfer the said properties to one M/s. Ranawat Builders;
- b) The agricultural lands/property bearing old Survey No.302 corresponding New Survey No.181 Hissa No.9 admeasuring 1540 sq.mtrs., and old Survey No.303, corresponding New Survey No.179 Hissa No.5 admeasuring 200 sq.mtrs, all of Village Navghar, Taluka & District Thane, now within the limits of Mira Bhayander Municipal Corporation and more particularly described in the Second schedule hereunder written originally belonged to Smt. Premabai Baliram Kasar & Others who by an Agreement for Development cum Sale 16<sup>th</sup> July 2005 agreed to sell and transfer the said properties to the said M/s. Ranawat Builders;
- c) The Collector of Thane, under Maharashtra Land Revenue Code, by an order dated 30.10.2006 vide no.REV/CLASS-1/T-1/NAP/SR-98/06, has changed the use of the said larger land to Non-Agricultural purpose;
- d) The Additional Collector and Competent Authority, Thane Urban Agglomeration under the provisions of Section 20 of the Urban Land (ceiling and Regulation) Act, 1976; passed orders dated 10.07.1995 bearing no. ULC/TA/W.S.H.S.20/SR-910 and dated 10.03.1995 bearing no.ULC/TA/W.S.H.S.20/SR-850, allowing to hold the aforesaid land in excess of the ceiling limit subject to the conditions laid down therein;
- e) By a Development Agreement dated 7th November, 2006 registered with the Sub-Registrar of Assurances at Thanes, 4/04080/2007, the said M/s.Ranawat Builders assign to evelopment with to the Promoters to develop multi-storeyed for the growth and larger land more particularly described in the First Second chedule hereunder written and as specifically brown in the fayout plan annexed thereto, on the terms and conditions mentioned frein;
- f) The said larger land as per the D. P. falls and Residential Zone and within the jurisdiction of Mira Bhayandar Manicipal Corporation;
- g) There is a proper right of way and access available to the said larger land from main public road;

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- h) A copy of the Title Certificate issued by the Advocates of the Promoters, copies of the 7/12 extracts showing the nature of the title of the said larger land on which the building is constructed, a copy of the N.A. Order, copies of the aforesaid ULC Orders and a copy of the floor plan of the flat agreed to be allotted to the Flat Purchaser have been annexed hereto and marked Annexure I, II, III, IV & V respectively;
- i) The plans for construction have been approved and sanctioned by the Mira Bhayander Municipal Corporation and a Commencement Certificate bearing no. MIRA-BHAY/MNPA/NR/4317/06-07 dated 30.03.2007 from the Mira Bhayander Municipal Corporation has been obtained and the Promoters have thereafter commenced construction. A copy of the said plan and C.C. is annexed hereto and marked Annexure 'VI' and "VII" respectively;
- j) The Promoters have appointed the Architects, M/s.D.N.Patel & Associates registered with the Council of Architects and also appointed M/s.Vartman Consultants Pvt. Ltd as Structural Designers for preparing structural designs and drawings and specifications of the said building and the Flat Purchaser accepts the professional supervision of the said Architect and the said Structural Engineer till the completion of the building unless otherwise changed by the Promoters;
- k) The Promoters reserve the right and shall be entitled to change the layout plans and building plan from time to time as may be sanctioned by the MBMC, however, without affecting the location of the flat agreed to be purchased by the Flat Purchaser as provided herein;
- As a result of the aforesaid the Promoters are entitled to and enjoined upon to construct several multi-storeyed buildings on the said larger land and to sell the premises, open spaces and/or terraces of the said buildings to be constructed on the said larger land to prospective purchasers on what is known as "OWNE and enter into agreement with them and receive contentions received thereon directly;
- m) The Flat Purchaser is aware that while sanctionis the said plans for the said building the concerned local authorities and or government have laid down /may lay down certain terms, conditions, sappliations and restrictions which are to be observed and performed by the Promoters while constructing the said buildings and upon due observance and performance of which only the occupation and completion certificates in respect of the said buildings shall be granted by the concerned local authority;

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- n) The Flat Purchaser shall be entitled to only the flat which they have agreed to purchase under this Agreement and shall not be entitled to any other flat or construction or open spaces;
- o) Before signing of these presents, the Flat Purchaser has demanded from the Promoters/Developers and the Promoters/Developers have offered to the Flat Purchaser for inspection, the N.A.Order, ULC Order, 7/12 Extract, Title Certificate in respect of the said larger land and approved plan, designs & specifications prepared by the Promoter's Architect and also floor plan of the flat agreed to be alloted to the Flat Purchaser, as specified under the relevant provisions of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963 (hereinafter referred to as "The Said Act") and rules made thereunder. The Flat Purchaser has entered into this agreement with full knowledge of all terms and conditions contained in the documents, papers, papers, plans, orders, schemes. etc. recited and referred to above and those contained herein and shall hold the said Premises subject to the same;
- p) The Flat Purchaser has after verifying the above facts agreed to purchase and the Promoters have agreed to sell to the Flat Purchaser the said premises at the price and on the terms and conditions hereinafter appearing;
- q) The Flat Purchaser has taken inspection or all development agreements, power of attorneys, records including the Title Certificate, showing the nature of title of said larger land and also of Promoters to the said larger land and the copies of the plans and specifications of the Flat/Shop/Car Parking/Open Space agreed to be purchased by the purchaser and approved by the Mira Bhayander Municipal Corporation and other Competent Authorities and all the hereinbory and documents, writings, papers and plans which are refer to the first element and is aware of the terms and conditions the

- r) The Flat Purchaser hereby makes a deperation the heither she himself nor anyone of his family owns a tenara/house/flate lop nor land in any urban agglomeration within Maharasht
- s) With full knowledge of what is recited above recitals and the terms and conditions mentioned in this Agreement the Flat Purchaser has applied to the Promoters for allotment to the Purchasers Flat No. A 302 on the 3RD floor admeasuring 541 sq. ft. carpet area (hereinafter referred to as the said Premises) in the Building constructed by the Promoters;

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- In this Agreement unless the context otherwise implies the expressions defined hereunder shall have the respective meaning assigned to them;
- u) The singular wherever used shall include plural and vice versa;
- v) The masculine gender used herein shall include feminine gender wherever applies;
- w) 'Consent' or 'Agreement' shall mean irrevocable consent or agreement;
- x) The parties hereto desire to record the terms and conditions on which the Promoters have agreed to sell the said premises;

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED, RECORDED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. The recitals, schedules and annexures contained herein shall form an integral and operative part of this Agreement as if the same were set out and incorporated herein verbatim.
- The Promoters shall, under the normal conditions and subject to the 2. availability of the required building materials construct and complete the said building as per the said plans, designs, and specifications, ULC orders, etc seen and approved by the said Flat Purchaser, with such variations and modifications as the Promoters may consider necessary or may be required by any public authority to be made in therein. So long as the area of the said premises (agreed to be acquired by the Flat Purchaser from the Promoters) is not altered, the Promoters shall be at liberty (and are hereby permitted) to make variations in the layout/elevations of the property and/or of the building including relocating the open spaces/all structures/buildings/garden spaces and/ or varying the location of the access to the said of the situation and the circumstances of the case may require the Purchaser hereby expressly consents to such var the assistance as if the sale variations had been incorporated in the approved plan. Due to coresaid unavoidable modifications if any dispute rises when the purchaser regarding the allotted area are or price of allotted. premises the Promoters will cancel the ellotment assaid presses with immediate effect and the Flat Purchaser will surrender h right/title of the allotment of the Said prem immediately and reapply for fresh allotment of new premises to him/ her/them.
- 3. The Flat Purchaser hereby agrees to acquire from the Promoters and the Promoters hereby agree to allot to the Flat Purchasers, one flat

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bearing Flat No. 302 on 310 floor in 41) wing of the Building known as "ANANT / APURVA" of carpet area admeasuring 54) sq. ft., as per Municipal approved plans as shown in the plan thereof, copy whereof together with the Commencement Certificate issued by the Mira Bhayander Municipal Corporation is hereto annexed and marked as Annexure "VI" and Annexure "VII", (hereinafter referred to as "the said Premises") for the aggregate price of Rs. 506869/(Rupees FIVE MAKH SIX THOUSAND EIGHTHUNDRED NINE ONLY including the proportionate price of common areas and facilities appurtenant to the premises. The nature, extent and description of the common/limited common areas and facilities are more particularly described in the Third Schedule hereunder written. AS PER EXTRA AMENITIES ATTACHED EXIBIT-A & ASPER ULC ORDER NO ULC /TA/ATP/SR-20/SR 910+850 RATE P. SO FT. RS. 781/The Flat Purchaser hereby agrees to pay to the Promoters, the amount of the purchase price as mentioned hereinabove in the following manner: i. Rs. 11000/-/- Earnest or Deposit Money paid on or before execution of this agreement. ii. Rs. /- on or before completion of footing/ on or before iii. Rs. /- on or before completion of Plinth/ on or before iv. Rs. /- on or before casting of First Slab/ on or before\_ v. Rs /- on or before casting of Second Slab/ on or before\_ ./- on or before casting Third Slab/ on or before. vii. Rs /- on or before on or before viii. Rs. /- on or befor before

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on or before casting of Special Slab/ on or



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	Salt of	xvi. Rs/- within 7 days	from the data on which the
	5.300	riomoters give to the riat purchasers	2 Written intimation that the
		said premises are ready for occupation Flat Purchasers take possession there	rirrespective as to whether the
		The time for each of the aforesaid paym to be made by the Purchaser/Flat Purchathe essence of the contract.	isers to the Promotore chall be
		the essence of the contract. The Promoters the intimation of the Promoters having	S Will forward to the Donahar
		at the address given by the Flat Purcha	ser under this Agreement
		within eight days of Promoters dispatchi	by the amount of installments
		or under Certificate of Posting at the given in these presents;	address of Flat Purchaser as
$\bigcirc$		•	•
	4.	The list of specification and amenities to to be purchased by the Flat Purchaser is dehereunder written	be provided in the Flat agreed
		hereunder written.	Script Fourth Schedule
	5.	The percentage of the undivided interest	the Elat Parker in the
	- <del>-</del>	Common areas and facilities limited and	nerwick train 5 A Section 1
		premises shall be in proportion of the accentire area of all the flats/shops of the s	aid beauting only
•	6.		
		The Flat Purchaser shall have no share, ri any nature whatsoever into or upon the said	Townstate the state of the stat
		and/or any area and/or common amenit	les save and except in said
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- 7. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority, ULC authorities, etc at the time of sanctioning the said plans or thereafter and shall before handing over possession of the premises to the Flat Purchaser, obtain from the concerned local authority, Occupation Certificates in respect of the said premises. The Flat Purchaser agrees to comply with all the terms and conditions raised or of any order scheme, permission, objection etc. that may have been granted or sanctioned or imposed by any authorities statutory or otherwise including paying any charges, bearing expenses, making deposits, whether refundable or not. It is agreed by the Flat Purchasers that the Flat Purchaser shall be binding with the undertaking given by the Promoters for not to cover the open space, chhaja, duct, open parking space and shall not act in contravention thereof.
- The Flat Purchaser confirms that the installments payable by the Flat Purchaser and all amounts payable under these presents shall be paid on the respective due dates without any delay or default as time in respect of payment of installments and in respect of all amounts payable under these presents by the Flat Purchaser to the Promoters is the essence of the contract. If the Flat Purchaser delays or defaults in making payment of any of the installments or amounts, the Promoters shall be entitled to interest at the rate of 21% per annum on all such amounts and installments from the date of default till payment and/or receipt thereof by the Promoters without prejudice, to their other rights in law and under these presents. It is further agreed that on the Flat Purchaser committing default in payment of either the installments or any other amount or amounts under these presents on the due date (including his/her proportionate share of taxes, rates, cesses, other charges, betterment charges and all other outgoings) the Promoters shall be entitled at their option to terminate this Agreement PROVIDED AND ALWAYS that the power to terminate herein contained shall be exercised by the Promoters after giving a sex 15 days' prior notice in writing of their intentions terminate. Agreement and specifying the breach or breache te terms and account of which the Promoters intentions the light ment and if the Flat Purchaser continues the disadk in renewing the reach or breaches after the expiry of the stipulated periods f fifteen days from the date of such notice from the Promoters. It is further greed that upon termination of this Agreement as state liefe the Promoters shall refund to the Flat Purchaser the installing is the said price which the Flat Purchaser may till then have paid to the Promoters, after deducting (I) Rs.5001/- as legal charge for aforesaid cancellation (II) Brokerage paid by the promoter (III) Interest levied on the outstanding amount as per clause No.4/15/16 in due course, but the

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Promoters shall not be liable to pay to the Flat Purchaser any interest on the amount so refunded and upon termination of this Agreement, the Promoters shall be at liberty to dispose of and sell the said premises to such person or persons at such price and on such conditions as the Promoters may desire and think fit in their absolute discretion and the Flat Purchaser shall have no right in that behalf. The Flat Purchaser agrees that sending of the said amount by cheque in due course by the promoters to the Purchaser at the address given by the Purchaser in this agreement or any other subsequent address provided by the Flat Purchaser, whether the Purchaser accepts and/or encashes the cheques or not will amount to the refund of the amount so required to be refunded. The Flat Purchaser agrees that the Promoters are not bound to give notice for payment of amounts due under these presents on their respective due dates mentioned herein and the failure thereof shall not be pleaded as an excuse for non-pay-ments of any amount or amounts on their respective due dates.

- Possession of the said premises shall be delivered to the Flat 9. Purchaser after the said building is ready for use and occupation and the Occupation Certificate in respect thereof is granted by the Mira Bhayander Municipal Corporation in respect of the said Building or of the part thereof in which the said premises may be situated PROVIDED THAT all the amounts due by the Flat Purchaser under this Agreement have been paid by the Flat Purchaser to the Promoters and all the cheques issued by the Flat Purchaser in settlement of the aforesaid payments have been realized. The Flat Purchaser shall take possession of the said premises within seven days of the Promoters giving written notice to the Flat Purchaser intimating that the said premises are ready for use and occupation upon paying to the Promoters all the amounts, if any, including interest that may have remained to be paid under any of the provisions hereof by the Flat Purchaser to the Promoters;
  - Upon the possession of the said premises and premises are repeated to the Flat Purchasers, he/she shall be entited to the upation of the said premises. Upon the Flat part asers taking per ession of the said premises he/she shall have not aim against the Promoters in respect of any item or or aim against the which may be alleged not to have been carried but or depoleted and the Flat Purchasers shall be desired to have inspected the same thoroughly and found the same without the ect. I construction and/or amenities and facilities.
  - (c) The Flat Purchasers shall be liable to pay all Taxes and Maintenance Charges from the date of Occupation Certificate or date of possession whichever is earlier.

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Possession of the said premises shall be delivered by the Promoters to the Flat Purchasers latest by IAN2010. The Promoters shall not incur any liability, if they are unable to deliver possession of the said premises by the date aforesaid if the completion of the building or the making of the premises fit for use and occupation is delayed by the reason of Non-availability of steel and/or cement or other building material and/or water, electric supply, NOC of PWD department for operation of lift, etc or by reason of war, civil commotion or any act of God, force majeure, strike/lockouts/lay-offs whether of the labour of the Promoters or of any of the labour at the works at the manufactures/suppliers of steel, cement or other Building materials or other natural calamity or any reason beyond the control of the Promoters or if the Flat Purchasers fail to make committed payment in time as recited above or if the non-delivery of possession is as a result of any ordinance, notice, or order, rules, or regulations or notification by the Government and/or any other public body or competent authority or any unforeseen legal litigation or any unforeseen reasonable cause; then and in such all circumstances, the time for handing over possession shall be deemed to have been extended by mutual consent of the parties hereto and/or the parties claiming under them as the case may be. If as a result of any litigation or the decision of any authority under any law for the time being in force the Promoters are unable to complete the said building and/or to give possession of the said premises, the Promoters will pay over, to the Purchaser/Flat Purchaser and to the several other persons who may have agreed to purchase or who may hereafter agree to purchase any premises in the said Building the total amount (attributable to the respective premises) that may have been received by the Promoters at the time and in the manner as may be received by the Promoters pursuant to such legislation and/or decision. Save as aforesaid neither party shall have any right or claim against the other under or in relation to this Agreement or otherwise whatsoever and if there is any such right or claim the same shall be deemed to have been waived and given up by party having such right or claim in favour of the other party.

11. If for any reason (other than those series as e (10) above), the Promoters are unable/fail to give per series to the Flat Purchaser before or on the series greed to the determinent of the parties hereto, then and in such case, the Flat Purchase call be entitled to give notice to the Promoters command in its agreement and in that event the Promoters shall within eight were from the sceipt of such notice refund/cause to be refunded to the Frat Purchaser with interest at 9% per annum from the date of receipt of such notice, the aforesaid amount of Earnest Money deposit and the further remounts, if any, that may have been received by the Promoters from the Flat Purchaser as installment in part payment of the purchase price in respect of the said

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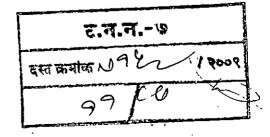
premises, after deducting (I) Rs.5001/- as legal charges already incurred by promoter (II) Brokerage paid by the promoter, (III) interest levied/ charged on the outstanding amount as per agreement. The Promoters shall also pay to the Flat Purchaser, a sum of Rs.500/- as liquidated damages in respect of such termination in full satisfaction of all claims, if any of the Flat Purchaser against the Promoters and neither party shall have any other claim against the other in respect of the said premises or arising out of the Agreement in the events aforesaid.

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- It is expressly agreed that the Promoters shall have an irrevocable and perpetual right and be entitled to put a hoarding on the said larger land or any parts of the building or buildings or said new building including in the terrace and on the parapet wall of the said property and the said hoardings may be illuminated or comprising of neon sign and for that purpose the Promoters are fully authorised to allow temporary or permanent construction or erection for installation either on the exterior of the buildings or said new building or on the said property as the case may be and further the Promoters shall be entitled to use and allow to third parties to use any part of the building and the property for installation of cables, satellite, communication equipment, cellular telephone equipment radio tower equipment, wireless equipment etc. The Flat Purchaser agrees not to object or dispute the same. It is further expressly agreed that the Promoters shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Flat Purchaser shall not have any right or entitled to any such the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall be solely and absolutely belonging to the Promoters.
- 13. It is hereby agreed between the Promoters and the Flat Purchaser, and the Flat Purchaser confirms that he/she/there are aware that the Promoters are likely to receive additional Stand of evelopment rights from the said larger land/ adjace to every and/of the promoters receiving such addit States. It does be present of the Promoters receiving such addit States. It does be present rights, the Promoters shall be entitled to construct either additional floor or floors on the said building or any part thereof or construct any additional structure on the said larger that adjacent property in the open compound as may be permissible either as a secret Fullding or as an independent building as the Promoters and in the aforesaid event the Promoters shall be entitled to deal with, dispose of alienate, encumber or transfer such additional floor or floors or buildings or structures for such consideration to such party as the Promoters may desire without

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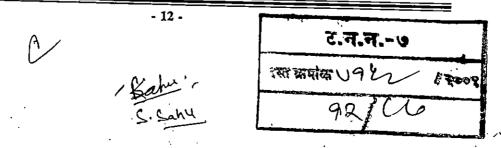
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reference or recourse or consent of the Flat Purchaser in any manner whatsoever and the Flat Purchaser agrees not to dispute or object to the same. The rights hereby reserved by the Promoters shall be available to them even after the Society or Condominium or a Limited Company is formed of the Flat Purchasers.

- The Flat Purchaser is aware that the Promoters are developing the said larger land by constructing several buildings phase wise as recited above and shall also be entitled to use the portion of the said land which is not availed for development so far and/or for any purpose in the event the concerned authorities permit promoters to develop the same and/or permit promoters to utilize all F.S.I, whether available at present or in future including the balance F.S.I., the additional F.S.I, available under D.C. Rules from time to time and/or by any special concession, modification of Present Rules and Regulations granting FSI, FSI available in Lieu of the road widening, set back, reservation, by way of transfer of Development Right (TDR) or otherwise howsoever, in respect thereof. The Flat Purchaser hereby expressly consents to the Promoters redesigning any building or buildings or relocating the recreation area of internal roads and passage and such other area or areas in the property which the Promoters may desire to modify and redesign and if the building in which the Flat Purchaser has agreed to acquire the premises is completed earlier than other wings/buildings in the said larger land/adjacent property, then the Flat Purchaser confirms that the Promoters will be entitled to utilise any F.S.I. and/or T.D.R. which may be available to use on the said larger land or any part thereof or any adjoining property or properties as the case may be and till the entire building as set out herein is completed and the F.S.I. available and/or T.D.R. permissible by Municipal Corporation on the said larger land is duly utilised by the Promoters and the amount/s receivable by the Promoters are received and all the obligations required to be carried out by the Flat Purchaser therein the Promoters shall not be bound and/or to the Flat the Flat Purchaser therein the Flat th Purchaser or required to form any Company or Condominium of Apartments, as the carries and irrevocably conserves not e may be or dispute or objection in that behalf. The Par aser an any common organisation agrees not to reise any organisation and reduction in price and/or compensation and/or damages the grounds of inconvenience and/or nuisance additional construction mentioned above in this ment.
- 15. The Flat Purchaser agrees and binds himself on or before the delivery of the possession of the said premises, to pay to the Promoters the following amount:



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	Total	<del>26,360/</del> -	34,860/-	
vii.	Society Office	5,000/-	5,000/-	
	Maintenance Deposit	9,000/-	14,000/-	
v.	Meter Charges	1/500/-	1,500/-	
iv.	Legal Expenses	1,500/-	1,500/-	•
iii.	Society Formation	1,500/-	1,500/-	•
ii.	Share Money	<b>3</b> 60/-	360/-	
<u>i.</u>	Betterment Charges	7,500/-	11,000/-	
		1 BHK	2 BHK	

The Promoters shall utilize the above amount paid as above by the Flat Purchasers to the Promoters for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoters in connection with the formation of the said society, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this agreement and for Electrical infrastructure purposes. The aforesaid deposit / payments shall not carry any interest. The Flat Purchaser shall not ask for any refund on any account of the above said amounts from the Promoters.

Commencing a week after notice is given by the Promoters to the Flat Purchaser that the premises are ready for use and occupation, the Flat Purchaser shall be liable to bear and pay regularly to the Promoter (a) the proportionate share of the Flat Purchaser of the Municipal Assessment Tax. Non Agricultural tax, of the said land/premises as also of entire lay out and complex, all rates and taxes whether any or all the tenements of the building shall have been actually assessed or not or even if the assessments may not have been finally determined; (b) the share of the Flat Purchaser in all other dues, duties, imposition, outgoings, and burden of any nature at any time hereafter assessed or imposed upon the said land/building upon the owners or occupiers thereof including the Municipal Corporation, Government, Revenue Authority in respect of the entire buildings of the en payable either by the Owners or occupiers in complete the portionate share of all other outgoings in respect of the premise of milding and the layout or complex, including other times. Surance, immon lights, sanitation, additions and alteration, replacing, apair and maintenance of lift color washing. maintenance of lift, color washing, water supplied by muricipality and/or private agencies to the respective premises holders, and charges of bill Collector, Clerks, Chawkidars, Sweepers (d) all other expenses necessary and incidental to the said management and maintenances of the said land and building. Until the Society is formed and the said land and building transferred to it, the Flat Purchaser shall pay to the Promoters such proportionate share of outgoings as may be determined. The Flat Purchaser further agrees

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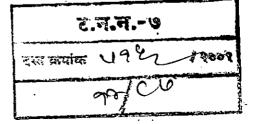
that till the Flat Purchaser's share is so determined the Flat Purchaser shall pay to the Promoters provisional monthly contribution of \_\_\_\_\_\_\_\_ per month towards the outgoings. The amounts so paid by the Flat Purchaser to the Promoters shall not carry any interest and remain with the Promoters until a Conveyance is executed in favour of the Society as aforesaid. Subject to the provisions of Section 6 of the said Act, on such conveyance/lease being executed, the aforesaid deposit (less the outgoings in respect of the premises purchased and deduction provided for in the Agreement) shall be paid over by the Promoters to the society. The Flat Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance, whether the Promoter demands or not and shall not withhold the same for any reasons whatsoever. In the event of default being committed by the Flat Purchaser/s herein or by any of the Flat Purchaser/s of any other Flat, the Promoters shall not be bound to pay the outgoings for and on behalf of the such Defaulting Person and in the event of any Essential Supply being disconnected, it shall be the collective responsibility of the Flat Purchaser/s, who shall deemed to be "Managers" under the Provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963 in respect of the Flat, of which possession has been delivered by the Promoters, to the respective Flat Purchasers. If on account of failure on the part of the Flat Purchaser/s herein and/or Flat Purchasers of any other Flat, in the said Building/s, to pay such proportionate share, the Authorities concerned, take any action, for recovery of the same, the Promoters shall not be liable or responsible for any loss or damages, which may be suffered by the Flat Purchaser/ s or the Society, on account of the said action. The Flat Purchasers and/or their proposed Society will not require the Promoters to contribute proportionate share of the maintenance charges of the Flat or other premises with or without open garage and other areas attached thereto which are to be constructed or which are to and disposed off by the Promoters. The Promoters will a so of acancy of the Municipal Taxes on account of premises.

- 17. The Flat Purchaser shall not use the said Flat or my part thereof or permit the same to be used for purpose other than the same shall use the non-residential premises as per Monicipal Rulesonty. We shall not use the motor garage or parking space if purchased by the Flat Purchaser for the purposes other than for keeping or parking the Flat Purchaser's Own motor car.
- 18. The Flat Purchaser shall not store in the said premises any goods which are of hazardous, combustible or dangerous in nature or so heavy as

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to damage the construction or structure of the Building or are objected to by the concerned local or other authorities, and shall not carry or cause to be carried heavy packages to the upper floors which are likely to damage the staircases, common passages or any other structure of the Build-ing including entrances of the premises and the Flat Purchaser shall be liable for the consequences of breach of this clause. The Flat Purchaser will pay/bear the entire expenses for repairing/replacement of the damaged portion/article belonging to the said building which was damaged due to his/her/their negligence from own pocket.

- 19. The Flat Purchaser has prior to the execution of this Agreement satisfied himself/ herself/itself/ themselves about the title of the Promoters to the said land described in the Schedule hereunder written.
- 20. The Flat Purchaser shall from the date of possession, maintain the said premises at his/her own costs in good and tenantable condition and shall not do or suffer to be done anything in or to the said premises the staircases and/or common passages which may be against the rules and/or regulations and/or bye-laws, rules or regulations of the Municipality, B.E.S. & T. Undertaking or legal bodies or any other authority nor shall the Flat Purchaser change, alter or make additions and/or alterations in or to the buildings or any part thereof or change the user thereof. The Flat Purchasers shall be responsible for violation or breach of this provi-sion and hereby agrees to save harmless, indemnify and keep indemnified the Promoters as well as such Co-operative Society against any action and liability of any nature whatsoever on account of any such breach, defaults, commission or omission on the part of the Flat Purchasers.
- 21. The Promoters shall be at liberty to sell, assign, transfer or otherwise deal with their right, title or interest in the said property and/or in the building to be constructed thereon provided it does not in any way affect or prejudice the area of the Flat Purchase of the said premises.
- 22. The Flat Purchaser shall permit the Promoters and eir servers and agents with or without workmen and one at all sonabilitines to enter into and upon the said premises of an partification to lie and examine the state and condition thereof and the Flat Purchase shall make good within three weeks, of the giving of correspond all defects, decays and wants of repairs of which such notice in writing shall be given by the Promoters to the Flat Purchasers. The Flat Purchasers shall also permit the Promoters and their servants and agents with or without workmen and others at all reasonable times to enter into and upon the said premises for the purposes of repairing any part of the

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building and for the purpose of making repairs, maintaining, rebuilding, clearing, lighting and keeping in order and condition all servic-es, drains, pipes, cables, water courses, gutter, wires, party wall, structures or other conveniences belonging to or serving or used for the said building also for the purpose of laying, maintaining, repairing and reinstating drainage and water pipes and electric wires and cables and for similar purposes.

It is clearly understood and agreed by and between the parties hereto that the Promoters shall have the unqualified and unfettered right to sell on ownership basis to any one of their choice the terrace above the top floor of the said building subject to the necessary means of access to be permitted so as to reach the water tanks of the building. The Purchasers of such terrace shall be entitled to make use of the same for all legiti-mate purposes whatsoever. The Promoters' rights to the said Terrace, shall include rights to construct additional Floor or Floors, on the said Building starting from the said Terrace as the base level at any time, in the future by utilising the F.S.I. or Transferrable Development Rights or any other Development rights in respect of the said larger land or in respect of adjoining properties or in respect of any other properties. The Flat Purchasers do hereby give their irrevocable consent and no objection to the Promoters carrying out any such additional construction on the Terrace or otherwise in or upon any part of the said larger land. It is further agreed that neither the Purchasers or any other Purchaser of the Flat, in the said complex nor any member of the Society or Condomonium or other Organisation of the Purchasers or their Employees, Contractors or Agents shall be entitled to enter upon or have access to the said Terraces or any part thereof, save and except for the limited purpose of attending to the Water Tank for the purpose of cleaning or carrying out repairs thereto. The Flat Purchasers hereby further give irrevocable consent to the demolition, removal and relocation of the water tank or any other articles for the time being, to carry out such additional constructions.

IT IS ALSO UNDERSTOOD AND A RED A TWEEN THE PARTIES HERETO that the terrace spaces in front of diacent to the Flat on any Floor and the terrace spaces in ant of or acent to the Flats on the other floors of the said Building shall be ong to the Promoters unless allotted by the Promoters to the spective flottee of the terrace flat and in that event in accordance with such a other belong exclusively to the Flat Purchasers of the said First and other Floors and such terrace spaces are intended for the exclusive use of the said terrace Flat Purchasers and other Flat Purchaser and/or society of the said building shall not take any objection for the aforesaid allotment and/or use. It is also agreed that the said terrace shall not be enclosed or covered with a shed by the Flat Purchaser.

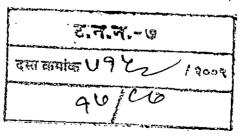
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- 24. The Flat Purchaser shall permit the Promoters and their surveyors and agents, with or without workmen and other, at all reasonable times to enter into and upon the said land and premises or any part thereof to view and examine the state and condition thereof.
- 25. The Promoters shall have first lien and charge on the said premises agreed to be acquired by the Flat Purchasers in respect of any amount payable by the Flat Purchasers under the terms and conditions of this Agreement.
- 26. If at any time after entering into this Agreement the floor space index is increased by the Government or the Municipal Corporation or any other public Body or au-thority or T.D.R. F.S.I. is permitted to be consumed on the said property and as a result thereof the Promoters become enti-tled to avail of the said increase and construct additional floors, and/or additional structures on the said larger land or if otherwise the Promoters become entitled to construct additional floors, areas, or additional structures on the said larger land /property by paying of premium or otherwise howsoever the Promoters shall be entitled to do so and shall be entitled to sell the additional floors, areas or such additional structures to be constructed by them on the said larger land to the prospective Flat Purchaser thereof even if the conveyance has in the meantime been executed in favour of such Co-operative Society and that such prospective purchasers of the other premises shall have right to and that they shall also be admitted as the members of such a Co-operative Society that may be formed of all the Purchasers of other premis-es in the said building and/or on the said larger land/property. Moreover, the Promoters shall be entitled to use the additional F.S.I. of the said plot (if permitted) at some where else on any other plot. Under no circumstances the Flat, Shop, Purchaser and/or Tenants Association and/or Society and/or other common organisation will be entitled to any F.S.I, or shall have no right to consume/demand the same in any manner whatsoever.
- 27. The Flat Purchaser hereby gives in irremeable unconditional consent to the Promoters availing region efficient for a cuction of the additional floors area and/or buildings or actures the rules and regulations of the local authority and agent that the further consent written or oral shall be required from the law Purchase for the said purpose.
- 28. If the Reliance Energy, TATA Limited and/or Brank T. Undertakings, any other local body or authority requires a sub-station and/or a receiving station to be put on the stipulated property, the costs, charges and expenses of the land and structure thereof shall be borne and paid by all the Flat Purchasers of the premises in the said building including

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the Flat Purchaser herein in proportion with the area of their respective premises.

- 29. The Flat Purchaser hereby agrees and binds himself to pay to the Promoters or to the said Society when formed, as the case may be, such amounts as may be required to be paid in respect of the Garden, Cable Charges, development charges and similar other disbursements as and when demanded by the Promoters and the same shall be paid by all the Purchasers of the flats/terraces/open or covered parking spaces.
- 30. (a) The Flat Purchaser hereby agrees and binds himself to pay to the Promoters or to the said Society when formed, as the case may be, such amounts as non-interest bearing deposit or otherwise as may be required to be paid in respect of Electricity meter deposit, water meter charges, deposits and similar other deposits/disbursements as and when demanded by the Promoters and the same shall be borne and paid by all the Purchasers of the flats/terraces/open or covered parking space in proportion to the area of respective flats/terraces/open or covered parking spaces; (b) The Flat Purchaser agrees to pay to the Promoters within 7 days on demand the Flat Purchaser's SHARE of such deposit; (c) The Development and/or betterment charges or other levy by the concerned local authority, Government and/or any other public authority in respect of the said land and/or buildings shall be borne and paid by the Flat Purchaser along with all the Flat Purchasers of flats in the Building in proportion to the floor area of their respective premises;
- The Promoters or any person or persons nominated by the Promoters or the party/s to whom the rights concerned under this clause are assigned shall have an absolute right to make additions, put up additional structures as may be permitted by the Municipal Corporation and other competent Authority and such additions, alterations and structures will solely be the property of the Promoters or their nominee or nominees as the case may be who will be solely entitled to dispose off the same in any way they choose and the Flat Purchaser hereby consents to the same. The Promoters and/or their nominee or assigns shall be solely entitled to display advertisements or hoardings or sign boards or neon signs on any portion of the compound compete said premises including the terrace walls, parapet y a composed walls and shall be exclusively entitled to the that may be lerived by display of the said advertisements of bording all time pereafter. The Promoters and/or their nomine to assist shall also be solely entitled to install cables, satellite and communication equations, V-Sat Antenna and Broadcasting and Communication Tow is on the Terrace of the buildings and to appropriate the eating income or consideration in respect thereof for themselves. The Agreement with the Flat Purchaser in the said building is subject to the aforesaid rights

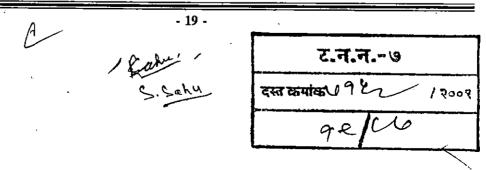
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of the Promoters or their nominee or nominees or assignees and the Flat Purchaser shall not be entitled to raise any objection or to any reduction in the price of the flat/garages/parking spaces agreed to be acquired by him/her/them/itself and/or compensation or damages on the ground of inconvenience or any other ground whatsoever AND IT IS HEREBY AGREED AND IRREVOCABLY CONFIRMED that the Promoters shall be entitled to nominate any other person or persons to obtain the benefit of the rights and interest conferred by this clause or to assign such benefits, rights and interest in favour of other persons. Such nominee or assignee shall be admitted as member/s of the said Co-operative Society, to whom the said Building will be transferred in pursuance of the provisions hereinafter contained provided further that neither of the Flat Purchasers nor the Society, shall be entitled to charge the Promoters and/or its nominee or assignees any amount by way of maintenance or otherwise in respect of the rights and benefits conferred upon them by this clause.

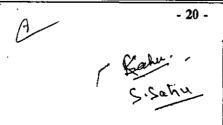
- 32. The Flat Purchaser will not be entitled to any rebate and/or charge for alteration and additions made in the said Building.
- The Flat Purchaser shall cover the windows with safety grills in the manner, specification and design approved by the Promoters and as per the sample already placed on the site, after taking written permission from the Promoters. The Flat Purchaser shall not keep anything in the common passage, staircases, terraces, walls or any other common place and not hang any sign boards, hoardings, name boards etc. in passage or inner or outer wall of the building. The Promoters/Society shall discard/detach such things without any notice if any thing is found in breach of this provision. The Flat Purchaser shall not close terraces or erect sheds over them without sanction and permission of the Promoters nor shall make any alteration or changes in the elevation and outside colour scheme of the said premises/ buildings. The Flat Purchaser will not keep flowerpot/s, planter/s etc. on the chajja/elevation projections or in any of the windows provided to the said and the sai her/them. If he/she/they are found to have dene the are she/they will be liable to pay repaint of pairing changed portion as and when demanded by proposer. committee/society immediately in adv
- 34. The Flat Purchaser shall not at any true demonsh or cate to be demolished the said premises or any part the cofe or thalf at any time make or cause to be made any additions of alterations of whatsoever nature to the said premises or any part thereof nor any afteration in the elevation and outside colour scheme of the said premises and shall keep the partition walls, sewers, drains, pipes in the said premises and appurtenances thereto in good tenantable repairs and condition and in

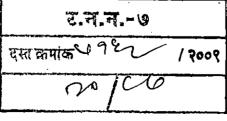




particular so as to support, shelter and protect the other parts of the said building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. Pardis or other structural members in the said premises without the prior written permission of the Promoters and/or the Society. Any breach of these conditions shall cause this Agreement to ipso facto come to an end and the earnest monies and all the other amounts paid by the Flat Purchasers to the Promoters shall stand forfeited. The Promoters shall be entitled to recover further amounts from the Flat Purchaser to compensate for the damage so caused and the Flat Purchaser hereby consents to the same. The decision of the Promoters in this regard shall be final and binding upon the Flat Purchaser who shall not dispute the same.

- 35. The Flat Purchaser shall at his own costs carry out all internal repairs of the said premises and maintain it in the same condition, state and order in which it was delivered to the Flat Purchaser and shall not do or suffer to be done anything in or to the said premises which may be against any rules, regulations and bye-laws of the concerned local authority or other public authorities and the Flat Purchaser shall be responsible to the concerned Local Authorities and/or the other public authorities for any-thing so done in connection with the said Building and/or the said premises and shall be liable for the consequences thereof.
- 36. The Flat Purchaser shall not do or permit to be done any act, deed, matter or thing which may render void or voidable any insurance of the building in which the said premises are situated or cause any increased premium to be payable in respect thereof. The Flat Purchaser shall not decorate the exterior of his/her/its/their flat/parking space otherwise than in the manner agreed to with the Promoters or in the manner as far as may be in which the same was previously decorated.
- 37. The Flat Purchaser shall not throw dirt, rubbish, rags or refuse or otherwise permit the same to be thrown in any portion of the Building or the compound in which the said premises are situated.
- 38. (a) Nothing contained in this Agreement is standed to the said premises or of the said plot and bedding on a part in the first Purchaser shall have no claim sake and scept in respect of the premises hereby agreed to be sold to him and all over spaces, parking spaces, lobbies, stair cases terraces, recreation spaces, stilts, compound walls, etc. including the land will remain the property of the Promoters, who shall be entitled to sell, allot, lease, transfer, deal with or dispose of the same in any manner they deem fit. It is agreed that the Flat Purchaser will have no objection if the Promoters decide to sell any portion under the







stilt to the per-sons not being the Flat Purchasers of the premises in the said building. The Flat Purchasers and the Proposed Society shall admit the said Purchasers as their nominal members. The Flat Purchasers will not take any objection if the Prospective Purchasers enclose or cover their respective portion under the stilt subject to necessary permission from the Municipal Corporation or other concerned authorities. The Flat Purchaser and/or Purchasers' Association and/or Society shall not do or cause to be done anything whereby the Promoter and/or allottees of such flat, open spaces, parking spaces, lobbies, terraces, stair cases, recreation spaces, stilts, compound walls, etc. is/are prevented from using and/or occupying the same and/or their respective rights are in any manner affected or prejudiced or in jeopardy;

- (b) The Promoters shall be entitled to further amalgamate the property described in the First & Second Schedule hereunder written with any other adjoining properties if they so desire and arrive at a further comprehensive redevelopment scheme reserving suitable rights of access to and from any other adjoining properties as may be acquired by the Promoters;
- (c) Nothing contained in these presents shall be construed to confer upon the Flat Purchaser any right, title or interest of any kind whatsoever into or over the said buildings or land or any part thereof and such conferment shall take place only on the execution of the Deed of Lease Assignment/Conveyance hereinafter mentioned in favour of the co-operative Society/Limited Company/Condominium of the Purchaser/Flat Purchaser/s of different flats/garages/parking spaces in the building as hereinafter stated;
- 39. The Flat Purchaser agrees not to transfer, assign, or part with his/her interest in the said premises until the payment of the entire purchase consideration and all the other dues payable and monthly contribution by the Flat Purchaser to the Prometry premises greement are paid and the prior written consent of the Promoter is ained. The Promoter reserves the right to charge additional Non-leave ancy charges of the said premises being let, subjet, etc.
- 40. The Flat Purchaser and person to whom the laid praces are it sublet, transferred, assigned or given possession, of, shall from time to
  time, before and/or after taking possession, say at application, papers
  and documents and do all acts, deeds and the Promoters
  and/or the Co-operative Society as the case may be, require for
  safeguarding the interests of the Promoters and/or of the other Flat
  Purchasers of the premises in the building, in keeping with the
  provisions of the Agreements.

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- The Flat Purchaser and the persons to whom the said premises are sublet, let, assigned, transferred or given possession of shall duly and faithfully abide by, observe and perform all the rules, bye-laws and regulations which the Co-operative Housing Society at the time of registration may adopt, and the additions, alterations or amendments thereof for the protection and main-tenance of the said building the said premises and other portions therein and for the observance and carrying out of the Building rules and regulations and the bye-laws for the time being of the Municipality and to the local authorities and of the Government and other public Bodies. The Flat Purchaser and the person to whom the said premises are let, transferred, assigned or given posses-sion of, shall duly and faithfully abide by, observe and perform all the stipulations and conditions laid down by such co-operative society regarding the occupation and use of the Building and/or the premises therein and shall pay and contribute regularly and punctually towards the taxes, expenses and the other outgoings under any head and of any nature whatsoever in accordance with the terms of this Agreement.
- 42. (a) The Flat Purchaser hereby agrees and undertakes to become and be a member of the Co-operative Society or Association to be formed in the manner herein appearing and also from time to time to sign and execute the application for registration and for membership and other papers and documents necessary for the formation, and the Registration of the Co-operative Society and for becoming a member including the bye-laws of the proposed Co-operative Society within 4(four) days of the same being forwarded by the Promoters to the Flat Purchasers, so as to enable the Promoter to register the society of the Flat Purchaser under section 10 of MOF Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership flats (Regulation of the promotion of construction, Sale, Management and Transfer) Rules, 1964 and no objection shall be taken by the Flat Purchassif any changes or alterations or amend-ments or modifications draft bye-laws as may be required by the Reg draft bye-laws as may be required by operative Societies or any other Companies and the Promoters. The Flat Purchaser shall be bound in time to sign all papers and documents and to all all, deeds, matters and things as may be necessary from time to time for safe safe ding the interest of the Promoters and/or the Flat Purch the said other premises in the said Build compound;
  - (b) No objection shall be taken by the Flat Purchaser, if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative societies or any other Competent Authority;

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The Flat Purchasers hereby agree and undertake that the Society shall always bear the name "ADADAD / APURVA" if so approved by Registrar of Co-operative Societies or such other name as may be approved by the Promoters and the name of the Co-operative Society or Limited Company or Condominium of Apartments to be formed shall bear the said name and this name shall not be changed without the written permission of the Promoters.

- 43. The Flat Purchaser along with the other Flat Purchasers who take or have taken the other premises in the said building being constructed by the Promoters in the said larger land shall become member of a Cooperative Society to be incorporated or formed by the Promoters as the case may be and on the Deed of Assignment/ Conveyance being executed, the rights of the said Flat Purchaser will be recognized and regulated, by the provisions of the said Co-operative Society and the rules and regulations formed by the said Society, but subject to the terms of this Agreement.
- The Co-operative Society to be formed shall ensure that the provisions of this agreement and other agreement entered or to be entered into by the Promoters with other Flat/Shop allottees in the said building and other building on the said land are carried into effect fully by it by passing appropriate resolution for that purpose, and shall also ratify and adopt the same. Upon formation of such society the society shall be liable beside the Flat/Shop allottees and other allottees of different flats/shops, for any lien or claim or demand which the promoter may have in respect of the said flat/shop hereby agreed to be allotted and other flats/shop in the building. The Flat Purchaser hereby agrees and binds himself to do and execute all acts, matters, things, deeds and documents which the Promoters may require to be executed to enforce the obligation envisaged in this clause against the Co-operative Society. The failure on the part of the Flat Purchaser to observe and perform this clause when called upon to do so by the promoters shall entitle the promoters to rescind the Agreement and the consequences of rescission herein provided shall follow.
- 45. The Flat Purchaser is aware that the burdle pulse are smitted to and sanctioned by the Mira Bhayande pulcipal Corporation as a group Housing and U.L.C. authorities a spracecept the same presaid sanction and such FSI that may be consumed while instructing building in which the same would be less than the area of the land may be less and not in proportion to the FSI consumed, so also some of the common amenities like gutters; compound walls, sewage, electric cables, garden, roads, open parking space etc. are commonly provided for all building in respect of entire land as such sub-division will not be permitted and the Flat Purchaser and/or their

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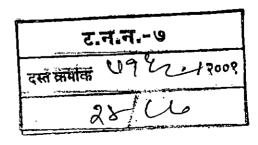
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common organisation and/or Apex Body shall not insist upon or at any time apply and/or join in sub-division without prior written consent of the promoter nor the promoter shall be liable and/or responsible to obtain sub-division in any manner whatsoever. The decision of the promoter as to what document will be executed for vesting Promoter's right, title and interest in favour of society shall be final and binding on the Flat Purchaser. The Flat Purchaser shall bear and pay proportionate expenses, taxes, levies, maintenance, Provisional Monthly contribution and other charges of the entire lay out or complex to the promoter on demand and the decision of the promoter or the society as the case may be of the amount coming to the share of Flat Purchaser shall be final and binding on the Flat Purchaser.

- On the completion of the said building and other buildings and the entire development of the property described in the First & Second Schedule hereunder written and on receipt of by the Promoters of the full payment of all the amounts due to them by all the Flat Purchasers of the said premises in the said Building and other structures (if permitted) the Flat Purchasers shall co-operate with the Promoters in forming and registering a Co-operative Housing Society or condominium, the rights of members of such Co-operative Society or condominium being subject to the rights of the Promoters under this Agreement and the Deed of Assignment/Conveyance to be executed in pur-suance thereof. When the Co- operative Society and/or condominium is registered and all the amount due and rayable to the Promoters are paid in full as aforesaid and the development of the entire property is com-pleted in all respects, the Promoters shall execute a Deed of Assignment/Conveyance and other necessary assurances of the said entire property de-scribed in the Schedule hereunder written in favour of Apex Body of the Co-operative Society or Limited Company or Condominium of Apartments, as the case may be it being agreed that such Deed of Assignment/Conveyance and the other necessary assurances shall be in keeping with the terms and provisions of this Agreement, with such modifications, alterations and additions therein as the promoters may deem fit and proper and other clauses which they think necessary and desirable.
- 47. If for any reasons prior to the completice of the said by the wand receipt by the Promoter of the total consideration money receive by them, a deed of conveyance is executed a favour of the considerative society and if on the date of such conveyance the said building if not fully constructed or the said land has not been disposed or by the Promoter on ownership basis or if the Promoters have not cotal ed in full the consideration money receivable by them from all persons who obtain the flats, shops, and other portions in the said fand then and in any such events the Promoters shall have the right to construct and

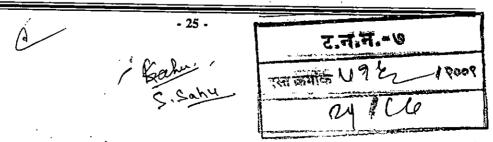
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complete the said buildings and to dispose of the unsold flats/shops, garages and/or other portions of the said land and/or to receive the consideration money even though such conveyance is obtained in favour of the co-operative society. Adequate provisions for the above shall be made in the deed of conveyance.

- The Advocates and Solicitors of the Promoters shall prepare and/or approve the Deed of Assignment/Conveyance/Lease and all other documents to be executed in pursuance of this Agreement as also the bye-laws in connection with the formation, registration and/or incorporation of the Co-operative Society. All costs, charges and expenses of and including Stamp Duty, Registration Charges, Advocate's/Lawyer's fees and all other expenses including of whatsoever nature in connection with the formation of the Co-operative Society and the preparation and execution of the Deed of Assignment/ Conveyance/Lease and its duplicate and other assurances, if any, in pursuance hereto shall be borne and paid by all the Purchasers of the flats, and other premises in the said building on the said larger land in proportion to the area of their respective premises and/or by such Cooperative Society comprising of the Flat Purchaser as the members thereof. The Promoters shall not contribute anything towards any such expenses.
- 49. The Flat Purchaser hereby agree that he and the other Flat Purchasers of flat/shop/ premises will not require the Promoters to contribute a proportionate share of maintenance charge in respect of the Flat/Shop/ Premises which are unsold and undisposed of and the Promoters will also be entitled to the refund of the Municipal Taxes etc. in respect of the Flat/Shop/Premises which are unsold and undisposed of and the Promoters will also be entitled to the refund of the Municipal taxes on account of the vacancy of the said Flat/Shop/Premises.
- The Stamp Duty and Registration Charges and all other out of pocket expenses of and incidental to the age the shall be borne and paid by Flat Purchaser alone the this large with the time prescribed under law and the impoters with attendie Sub-Registry Office and admit the receipt in informing them the date and Serial Number under which it is lodged for the stration. If the Flat Purchaser/s fail/s to lodge this type ment for Registration within the time prescribed by also fails to inform to the Promoters, the Promoters shall not be responsible for the same or for any consequences arising from non-registration of the Agreement for any reason whatsoever. The Flat Purchaser will not be eligible for possession of the said premises if he/she/





they have not registered this agreement before the Sub-Registrar of Assurances. The Flat Purchaser should produce Photocopy of registration receipt at the time of taking possession. The Flat Purchaser shall also be liable to bear and pay the proportionate stamp duty and registration charges that may be payable on the said Indenture of Conveyance/Assignment/Lease;

- (b) The Flat Purchaser hereby agrees to pay on demand the Flat Purchaser's Share of Stamp Duty and Registration Charges, payable, if any, by the said Society on the Assignment/Conveyance/Lease or any other document or instrument of transfer in respect of the said land and buildings to be executed in favour of the Society;
- In the event of the Society of Flat Purchaser being formed and registered before the Sale and disposal of by the Promoters of all the flats, garages, parking spaces, shops in the said building and all other buildings in the said larger land, the power and authority of the Society shall be subject to the overall control and authority of the Promoters in respect of any of the matter concerning the said larger land and/or the said building, the construction and completion thereof and all the amenities appertaining to the same and in particular the Promoters shall have absolute authority and control as regards the FSI available for further construction, incomplete construction, unsold flats, terrace, parking spaces (Open or Covered), hoarding space and any other premises and the disposal thereof and the consideration for which the same shall be disposed off. The Society so formed shall not interfere, obstruct or commit or omit any act which will be harmful, injurious or prejudicial to the aforesaid rights of the Promoters. It is further agreed that the Purchasers of the said unsold premises shall be admitted as members of the Society without levy of any premium or transfer fee. The Promoter shall be liable to pay only their share of the municipal tax in respect of the unsold flats/shops/parking spaces and shall not be liable to pay any other charges, levies, taxes, etc. including progressive water charges, common electricity charges etc. in race of the own vance is executed in favour of the co-operative society before the days by the Promoters of all flats/shops, open/still parking space in his ing any other charges, levies, taxes, etc. including manufacture execurity, then and in such event the promoters shall join in as the promoters/ members in respect of such unsold flats/shops and as and when such said premises are sold to the persons of the choice and at the discretion of the Promoters the co-operative society shall admit a me the purchasers of such flats/shops without charging any property or any other extra payment towards transfer and/or provisional monthly contribution.

52. All letters, receipts and/or notices issued by the Promoters dispatched

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by Courier or under Certificate of Posting to the address known to them of the Flat Purchaser/s shall be sufficient proof of the receipt of the same by the Flat Purchaser/s and shall completely and effectually discharge the Promoters. For this purpose the Flat Purchaser has given following address:-

Kahir 1 S. Sahu RAILWAY COLONY QTRNO. 49/10,

NEAR RAILWAY STION P.F.No. 1

\_ KANDIVALICUS, MUMBAI

- 53. The provisions of this agreement have been read and fully understood by the Flat Purchaser hereto.
- 54. The Flat Purchaser hereby grants his/her/their consent to the promoter for raising loans from any persons or body or financial Institution or any other authorities against the security of the said land and/or the said building and/or the said premises comprised therein in any manner the Promoter deems fit including by way of First English Mortgage, Equitable mortgage, Legal mortgage, Charge and such mortgage created by the Promoter for obtaining loan shall have a priority over the right or charge in favour of the Flat Purchaser for the payments made by the Flat Purchaser hereunder. This consent shall be deemed to have been given under the provision of section 9 cf the Maharashtra Ownership of Flats Act, 1963. This consent is given on the express understanding that the mortgage shall be cleared by the Promoters at their own expenses before the premises is handed over to the Flat Purchaser.
- 55. The Flat Purchaser hereby grants his/her/their consent to bear and pay any abnormal increment in the price of building material, labour and other escalations as may be decided by the promoter's Architect whose decision shall be final and binding on the Flat Purchaser.
- be a sale eligible to tax under sales tax lay the sale etc. If however, by reason of any amendment to the stitution of the timent or amendment of any other law, Centra of State is transition is held to be eligible to tax as a sale or difference as a whole or in part any inputs or materials or equipments use or supplied in execution of or in connection with this transaction are eligible to tax, the same shall be payable by the Flat Purchasers and with other Flat Purchasers on demand at any time, without raising with other Flat Promoters. It is expressly understood by the Flat Purchasers that the amounts mentioned in this agreement in the earlier paras do not include



any taxes as mentioned above.

- The Promoters shall enter into separate agreement with the acquirers of different premises in the said building(s) to be constructed on the said larger land and/or adjacent property on the terms and conditions substantially similar hereto and benefits of this and such other agreements shall ensure for the benefit of all premises acquirers in the said building/ property/adjacent property and shall be available for enforcement not only against the respective Flat Purchasers thereunder but all premises acquirers and the provisions of such agreements shall be binding to the extent applicable to the transferee(s) of premises from the original Flat Purchaser also.
- The Promoter shall be entitled to change the user of the said land and/ or building to be constructed thereon and/or part portion thereof but the same will not directly affect the user of the said premises.
- The Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and Maharashtra Ownership Flat Rules, 1964 or any modification, amendments or re-enactments thereof for the time being in force or any other provisions of laws applicable thereto.
- Any delay tolerated or indulgence shown by the Promoters in enforcing the terms and conditions of this Agreement or any forbearance or of giving of time to the Flat Purchaser by the Promoters shall not be construed as waiver on the part of the Promoters of any breach of or non-observance or compliance of any of the terms and conditions of this Agreement by the Flat Purchaser/s nor shall the same in any manner prejudice the rights of the Promoters.
- For all or any of the purpose herein the Flat Purchaser hereby grants or shall be deemed to have been granted to the consent to do all acts, deeds, things, matters terms, conditions and other provisions rebuilding and every part thereof as may be seed by the Patto that end and intend the Flat Purchaser hereby in cably constitute and appoint the Promoters as the Flat Purchaser' lawful attorney to do and perform all that may be form, req or desired to be done and/or performed by the Rromoter in its

The Income Tax PAN of the parties are as Name

CHHEDA DEVELOPMENTS. (PROMOTERS)

AAPPEL 25421P

MR. KISHOR CHANDRA SAHU-&

AVQPS 6820B.

MRS. SOMA SHRADDHANJALI SAHU

- 28 -



#### (FLAT PURCHASER)

#### THE FIRST SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of land or ground bearing old Survey no.303 corresponding New Survey no.179 Hissa No.1A admesuring 2540 sq.mtrs. and old Survey no.302, corresponding New Survey no.181 Hissa No.14 admeasuring 100 sq.mtrs, lying, being and situate at Village Navghar, Bhayandar, Taluka and District Thane now within the limits of Mira Bhayander Municipal Corporation.

#### THE SECOND SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land or ground bearing old Survey No.302 corresponding New Survey No.181 Hissa No.9 admeasuring 1540 sq.mtrs., and old Survey No.303, corresponding New Survey No.179 Hissa No.5 admeasuring 200 sq.mtrs, lying, being and situate at Village Navghar, Bhayandar, Taluka and District Thane now within the limits of Mira Bhayander Municipal Corporation.

#### THE THIRD SCHEDULE ABOVE REFERRED TO

The nature extent and description of the 'Common Areas and Facilities' shall be as under:

#### (A) COMMON AREAS AND FACILITIES:

- (i) Entrance lobby and foyer of the building
- (ii) Compound of the building, i.e. the open area (out of the said larger land described in the First & Second Schedule above) appurtenant to the built-up area of the building, but excluding the open car parking spaces in the compound and in stilt portion allotted/to the respective Flat/shop Holder and garages;
- (iii) Staircase of the building, including main landing, for the purpose of ingress and egress but not for the purpose of storing or for the recreation or for residence or for sleeping;
- (iv) Terrace above the top floor of the building for being used as an open terrace by the members;
- (v) Pump room with water pump in the compound.

(B) LIMITED COMMON AREAS AND FACIL

- (i) Landing in front of the stairs on the file on which the purpose of storing or as a recreation area or for steeping;
- (ii) This landing is limited for the use of the Residents of the flats located on that particular floor and for visitors thereto but is subject to means of access for reaching the other flours value to all residents and visitors;

The Flat holder will have proportionate undivided interest in the above

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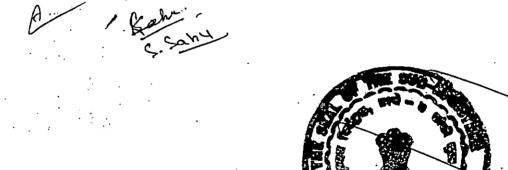
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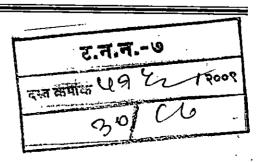


#### THE FOURTH SCHEDULE ABOVE REFERRED TO

## **FLAT AMENITIES**

- 1. R.C.C. Structure.
- 2. Marble Mosaic tiles in all rooms with skirting.
- 3. Kota tiles on Bathroom floors. Glazed tile dado of 4' height in bathroom and 1' 6" in W.C.
- 4. Cudappa Stone cooking platform with stone sink in kitchen.
- 5. Open type electrification and plumbing.
- 6. Aluminium sliding windows.
- 7. White wash in all rooms.
- 8. One coat of white cement and two coats of water proof colour cement on outside walls of building.
- 9. Standard Main door and bedroom door.







IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals at Mumbai on the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED	)	For Chheda Developm	ients 5
by the withinnamed PROMOTERS	)	allel	
M/S. CHHEDA DEVELOPMENTS	)		
in the presence of	_)	Authorised Signator	Y
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	_)		
SIGNED AND DELIVERED by	) .		a lide in the
the withinnamed "FLAT PURCHASER"	•	A A A A A A A A A A A A A A A A A A A	
Shri/Smt./Ms KISHOR CHANDRI	<u>P</u> ) 💥	KISHOR CHANDRA	t SAHU.
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MRS. SHRADDHANJALISAHO	2) }^3	3 hraddhaniau S	shu
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RECEIVED of and from the withinname	d)		
Purchaser a total sum of	)_		
Rs. 11000/_ (Rupees ELEVE			
THOUSAND ONLY -	_)		
being the amount mentioned in Clause		•	•
4 payable by them to us on execution		11000/	
of these presents.	) Ks	1-	
WITNESSES		I SAY RECEIVED	
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		(PROMOTERS)	•
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### **ANNEXURE - I**

# Tushar S. Shilotri

Advocate

103. Navnath Prasad Ghantali Devi Mandir Road-Naupada. Thanc 400 602 Tele. + 91 22 2539 1179 Fax: + 91 22 2542 2110!

## TO WHOMSOEVER IT MAY CONCERN E-mail: tusharss@gmail.com

Re: - Development of property situate, lying and being at Village Navghar, Bhayandar, Taluka and District Thane bearing Old Survey No. 302 New Survey No. 181 Hissa No. 9 and Hissa No. 14, Old Survey No. 303 New Survey No. 179 Hissa No. 1/A and 5.

(1) The names of (i) Premabal Baliram Kasar, (ii) Neerabal Harishchandra Patil, (iii) Nandakumar Harishchandra Patil, (iv) Kumar Harishchandra Patil, (v) Bharat Harishchandra Patil, (vi) Jayshree Atmaram Bhoir, (vii) Sharada Narottam Bhoir, (viii) Pramila Parshuram Patil, (ix) Sushila Baban Patil, (x) Nitin Baban I Patil, (xi) Vishal Baban Patil, (xii) Archana Keshav Patil, (xiii) Sangita Kanchan I Mhatre, (hereinafter collectively referred to as "the first property owners") have been inserted in the 7/12 extracts as owners of the in respect of the pieces and parcels of land bearing Survey No. 302 Hissa No. 9 admeasuring 0-15-4 and Survey No. 303 Hissa No. 5 admeasuring 0-02-0, which pieces and parcels of land are more particularly described firstly and secondly in the First Schedule hereunder, which are referred to as "the first property".

(2) The names of (i) Chintaman Yashwant Patil, (ii) Dharmai Yashwant Patil, (iii) Anant Yashwant Patil, (iv) Babibai Kisan Patil, (v) Bit super Patil, atreated and (vi) Manjula Ramakant Mhatre (hereinafter property owners") have been inserted in the 7/12 extracts of pieces parcels of land bearing Survey No. 302 Hissa No. 1/4 admeasuring 0-25-4 which pieces of parcel land are more particularly described first and secondly in the Second schedule hereunder written and referred to as "the second property."

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- (3) The first property owners and the second property owners had granted development rights in respect of the first property and second property in favour of M/s. Ranawat Builders, having office at Shakti Tower, Near Subhash Nagar, Twins Park Road, Opp. Sai Petrol pump, Mira Road (E).
- (4) The Collector, Thane has been pleased to grant permission under section 43 of the said Act for transfer of development rights in favour of M/s. Chheda Developments, having office at 109-111, Goyal Shopping Arcade, Borivali (W).
- (5) The first property owners and the second property owners alongwith M/s. Ranawat Builders have entered into Development Agreement dated 07th November, 2006 which is registered with the Sub-Registrar of Assurances under Serial No. 4080. M/s. Ranawat Builders had acquired rights in respect of adjacent properties and got building plans for construction of four buildings sanctioned under V.P. No. MBMC/NR/249/06-07, which rights have been granted unto M/s. Chheda Developments.
- (6) I have caused search to be taken of the office of the Sub-Registrar through Mr. Kadu and as per report there are no encumbrances.
- (7) In the premises as aforestated, I do hereby certify that the first property owners and second property owners have the title to the first property and second property respectively and I further certify that M/s. Chineda Developments have rights to construct the four buildings and sell the premise is

THE FIRST SCHEDULE ABOVE REFE

Firstly: - All that piece or parcel of land or ground be singled of Survey. No. 302 New Survey No. 181 Hissa No. 9, lying being Village Navghar, Bhayandar, Taluka and District Thane.

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Tushar S. Shilotri

Advocate

Secondly: - All that piece or parcel of land or ground bearing Old Survey No. Old Survey No. 303 New Survey No. 179 Hissa No. 5, lying, being and situate at Village Navghar, Bhayandar, Taluka and District Thane.

# THE SECOND SCHEDULE ABOVE REFERRED TO

Firstly: - All that piece or parcel of land or ground bearing Old Survey No. Old Survey No. 302 New Survey No. 181 Hissa No. 14, lying, being and situate at Village Navghar, Bhayandar, Taluka and District Thane.

Secondly: - All that piece or parcel of land or ground bearing Old Survey No. Qld Survey No. 303 New Survey No. 179 Hissa No. 1/A, lying, being and situaterat Village Navghar, Bhayandar, Taluka and District Thane.

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Dated this 28th day of May, 2007

T. S. Shilotri Advocate

ट.न.न.-७ दस क्रमांक ७७ ७ / २००१ 38/66



(अधिकार अभिलेख पत्ररक)

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गांव नमुना सात (अधिकार अभिलेख पत्ररक)

गांव - जिंदा धर

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ट.न.न.-७ इस्त क्रमांक ७१४ /२००९



### गाव नमुना सात (अधिकार अधिलेख पत्रक)

गांव-ज्यधर

(महाराष्ट्र जमीन अविकार अभिलेख आणि नेंदवह्मा (तयार फरणे यः सुस्थितीत देवणे) नियम, १९७१मांतीस्त नियम ३,५,६ आणि ७)

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गाँव मधुना वारा (विकाधी-नेंद्रवर्ध) (महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि-नेंद्रवहा (तथार करणे क समितील नेवणे) विवास १९७१ गांतील विवास २००

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जिल्लाधिकारी कार्यालय ठाण दिनांक 3.0 007 2006

वाचले :-

- 9) श्री.चिंतामण यशयंत पाटील व श्रीगती प्रेगाबाई बल्ठीराम कासार यांचे कुळगुखत्यारी श्री मच्डे सिंग राणावत रा. शक्ती विकार, सुक्रास नगर, गिरा रोड, भाईंदर ता जि ठाणे-'चा वि. १०/५/२००६ रोजीचा अर्ज.
- २). तहसिलदार ठाणे यांचा घौकशी अहवाल क्र.जमीनवाव/२/वशी-९२/०६ दिनांक १३/६/२००६
- ३) अपर जिल्लिधिकारी व सक्षम प्राधिकारी ठाणे नागरी संकुलन ठाणे यांचे कडील आदेश १) क्र. युएलसी/ टीए/डब्युएसएचएस-२०/एसआर-८५० दि.१०/३/१९९५ २) क्र. युएलसी/ टीए/डब्युएसएचएस-२०/एसआर-९१० दि.१०/७१९९५ ३) शासनाचे नगर विकास विभागा कडील पत्र दिनांक १०/१०/२००६ ४) क्र. मुद्रत १०/२००६/ प्र क्र. ६३१/नाजकधा-२ दि.८/७/२००६
- ४) मिरा भाईंदर महानगरपालिका यांचे कडील वांधकाम परवानगी क्र.सिभा/मनपा/<u>नर</u> /२४९/ /२००६-०७ दिनांक १९/४/२००६
- ५) सामान्य शाखा ( भूसंपादन ) यांचे कडील पत्र क्र. गामान्य/का-४/टे-३/भूसं/एसआर-४९० दि. १५/६/२००६
- ६) दि इस्टेट इन्छेस्टमेंट कंपनी कडील नागरकत दाखला क्र. आरई-८१९ दि. ७/९/२००६
- ७) दि.१०/५/२००६ रोजीच्या दैतिक ' महाराष्ट्र जनमुदा ' मधील जाहीरनामा
- ८) अर्जदार यांचे दि. १२/९/२००६ रोजीचं हमीपत्र
- ९) उप विभागीय अधिकारी, ठाणे विभाग ठाणे यांचे कडील आदेश क्र टीडी/टे-६/कुव/विप/एसआर ८० /०६ दि.६/६/२००६

आदेश :-

ज्या अर्थी, श्री.चिंतामण यशवंत पाटील व श्रीमती प्रेमाबाई बळीराम कासार यांचे कुळमुखत्यारी श्री सबई सिंग राणावत रा. शक्ती विहार, सुहास नगर, मिरा रोड, भाईदर ता जि ठाणे यांनी ठाणे जिल्ह्यातील ठाणे तालुक्यातील मोज-नवघर येथील स.नं. १८१/९,१८१/१८,१७९/१४,३०३/१४,३०३/५) मधील आपल्या मालकीच्या जमीनीतील क्षेत्र ४३८०-०० चौ.मी एतड्या जागेचा रहिचास या बिगर शेतकी प्रयोजनार्थ वापर करण्याची परवानगी मिळण्या वावत अर्ज केलेला आहे.

आणि ज्या अर्थि दि.१०/५/२००६ रांजी अर्जदार यांनी दैनिक ' महाराष्ट्र जनमुदा ' या वृतपत्रात जाहिरात दिलेली होती न्यावर गुदतीन कोणतीही हरकत/तकार या कार्यालयाकडे प्राप्त झालेली नाही

त्या अर्थी आता महाराष्ट्र जमीन महमुल अधिनियम १९६६ ये कलम ४४ अन्यये जिल्हाधिकारे। काणे यांच्याकडे निहित करण्यांत आलेल्या अधिकारांचा वापर कठन उक्त जिल्हाधिकारी याद्वार श्री. चिंतामण यशांत पाटील, बनाजी यशांन पार्टील, अनंत यशांत पाटील, बाबीबाई कियान पार्टील, भानुमती बळीराम महात्रे, गंजुळा रमाकांत महात्रे, प्रेमाबाई बळीराम कासार, निराधाई हिरिश्चंद्र पाटील, नंतकांत हिर्श्चंद्र पाटील, कुमार हिर्श्चंद्र पाटील, भरत हिर्श्चंद्र पाटील, जयश्री आत्माराम भोईर, शारदा नरांगम भोईर, प्रामला परश्तम पार्टील, नंतीन बबन पाटील, विशाल बबन पाटील, अर्चन्य पार्टील, नंतीन बबन पाटील, विशाल बबन पाटील, अर्चन्य पार्टील, नंतीन बबन पाटील, विशाल बबन पाटील, अर्चन्य पार्टील शादिल पार्टील प

9.हीं परवानगी अधिनियम त्याखालील कंशेले नियम श्रांना आदित ठेवून केश्वाह आपी २. अनुजाप्राही व्यवतीने ( ग्रॅंटीनं ) अशा जमीनीचा वापर व किर्या आणि किंवा अन्य यांधकामाचा उपयोग उचन जमीनीचा ज्या प्रयोजनार्थ उपयोग करण्यांस परवानगी देण्यांत आली असेल त्या प्रयोजनार्थ कंवल पाहिजे. आणि त्याने अशी

> ट.न.न.-७ वसातामक ७१५ ४२००१ 3८/८७



जमीन किंवा तिचा कोणताही भाग किंवा अशी इमारत यांचा इतर कोणत्याही प्रयोजनार्थ जिल्हाधिकारी ठाणे यांच्याकदृत नशा अर्थाणी आगाळ लेखी परवानगी मिळविल्याशिवाय वापर करता कामा नयं. इमारतीच्या वापरावरुन जमिनीचा वापर ठरविण्यांत येईल

- ३. अशी परवानगी देणा-या प्राधिका-याकडून अशा भूखंडाची किंवा त्यांचे जे कोणर्तेही उपभूखंड करण्या वावत मंजूरी मिळाली अयेल त्या उपभूखंडाची आणखी पोट विभागणी करता कामा नथे.
- ४. अनुज्ञाप्राही व्यक्तीने (अ) जिल्हाधिकारी व संवधित नगरपालिका प्राधिकरण याचे समाधान होईल अशा रीतीने अशा जमीनीन रख़े, गटारे वगेरे वांधून आणि (व) भूमापन विभागा कडून अशा भूखंडाची माजणी व न्यांचे भीमांकन करुन ती जमीन या आदंशाच्या तारखे पासुन एक वर्षाच्या आंत मंजूर आराखड्या प्रमाणेच काटेकोरपणे विकसित केली पाहिजे. आणि अशा रीतीने ती जमीन विकियन केली जाई पर्यंत त्या जमीनीची कोणत्याही रीतीने विल्हेवाट लावता कामा गय
- ५. अनुज्ञाग्राही व्यक्तीस असा भूंखंड विकावयाचा असेलं किंवा त्यांनी इतर प्रकारे विल्हेवाट लावायची असेल तर अशा अनुज्ञाग्राही व्यक्तीनं तो भूखंड या आदेशात आणि सनदीमध्ये नगृष्ट केलेल्या शर्तीचे पालन करुनच विकणे किंवा अशा शर्तीनुसारच त्याची अन्य प्रकारे विल्हेवाट लावणे आणि त्यांचे निष्पादित केलेल्या विलेखान तसा खास उल्लेख करणे हे त्यांचे कर्तव्य असेल.
- ६. या सोक्त जोडलेल्या ग्थळ आराखडयात आणि किंवा इमारतीच्या नकाशात निर्दिण्य केल्या प्रमाणे इतक्या जोते क्षेत्रावर वांधकाम करण्या विषयी ही परवानगी देण्यांत आलेली आहे. सदर भूखंडातील नकाशात दर्शविल्या प्रमाणेच उर्विरेत क्षेत्र विना वांधकाम मोकळ सोडले पांट क्षेत्र) प्रस्तावित वांधकाम हे नकाशात दर्शियलेल्या मजल्या पंक्षा जास्त मजल्याचे असू नयं.
- .७. प्रस्तावित इमारत किंवा कोणनंही काम (असल्यास) त्यांच्या वाधकामास सुम्रवान करण्यापुर्वी अनुज्ञात्राही व्यक्तीने (श्रॅंटीने) मिरा भाईंदर महानगरपालिका यांची असं बांधकामकरण्या विपयाची आवश्यक नी परवानगी मिळविणे हे अशा व्यक्तीवर वंधनकाश्क असेल.
- ८. अनुज्ञात्राही व्यक्तीने मांचन जांडलेल्या नकाशात दर्शविल्या प्रमाण सीमांतिक मायक अंतर (ओपन मार्जीनल डिस्टेंसेस ) सोडले पाहिजे.
- ९. या आदेशाच्या दिनांका पासून एक वर्षाच्या कालावधीत अनुज्ञाग्राही व्यक्तीने अभा जमीनीचा विगर शेती प्रयोजनामाठी वापर करण्यास सुरुवात केली पाहिजे. मात्र वेळावेळी अमा कालावधी वाढविण्यांत आला अमेल तर ती गोष्ट अलाहिदा. अनुजाग्राही व्यक्तीने उपभोक्त प्रमाणे न केल्यास ही परवानभी एटट करण्यांत आली असल्याचे समजण्यांत येईल.
- ९०. अनुजायाही व्यक्तीने अशा जमीनींद्यं विभर शेतकी प्रवास प्रकृति प्रथाप स्व विभाव किंद्रा जमा किंद्रा

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इ.न.न.-७ इस क्रमंक ७१ ८७ ४००९



क.महसूल/क-१/ट-१/एमएपी/एसआर-९८/०६

पूर्वलक्षी प्रभावाने अथवा स्थानंतर अंगलाय यंगार विनशेती दरान विनशेती आकार यग वंधनकारक राहिल. अशा जिमनीच्या वापगन कांगत्याही प्रकारचा वदल करण्यांत उपला नर त्या प्रसंगी निराळ्या दराने विगर शंतकी आकारणीच्या क्रमीची मुदत अजून समाप्त व्यावयाची आहे ही गोष्ट विचारांत घेण्यांत येणार नाही.

- १२. सदर जागेची अती तानडीची गोजणी फी खकम रु.६०००/-(अक्षरी रु.सहा हजार मात्र) चलन क्र.५४६/२००६ दिनांक २८/१०/२००६ अन्वयं शासन जमा केली आहे. १३.भुमापन विभागाकइन जमीनीची मोजणी करण्यांत आल्या नंतर अशा जमीनीचे जितके क्षेत्रफळ आढळून येईल तितक्या क्षेत्रफळानुगार या आदेशात आणि सनदीमध्ये नमृद केलेले क्षेत्र तसेच विगरशेतकी आकारणी यांत वदल करण्यांत येईल.
- सदर जमीनीच्या विगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून एक वर्षाच्या कालावधीत अनुज्ञाग्रीने अशा जमीनीवर आवश्यक ती इमारत यांधली पाहिजे. अन्यथा सदरह आदेश रदद समजण्यांत थेईल. व अनुवाधारी यांना अकृषिक परवानगीसाठी नव्याने अर्ज साहर करावा लागेल.
- पुर्वीच मंजूर केलेल्या नकाशावरहकुम अगोधरच वांधलेल्या इमारतीन अनुझापाठीने कोणतीही भर चालता कामा नये किया ती मध्ये कोणताही फेरवदल करता कामा नये. मात्र अशी भर चालण्यासाठी किंवा फरवदल करण्यामाठी जिल्हाधिका-यांची परवानगी चेतली असेल अशा भरीचे किया फेरवदलाचे नकाशे मंजूर करुन चेतले असतील तर ती गांप्ट वेगळी.
- अनुजायाही व्यक्तीने आजवाज्या परिसरांत अस्वकाता व घाण निर्माण होणार नाही अशा रीतीने आपल्या स्वतःच्या खर्चानं आपली पाणीपुरवठयाची व सांडपाण्याचा निचरा करण्याची व्यवस्था केली पाहिजे.

१७.जमीनीच्या विगरशेतकी वापराय प्रारंभ केल्याच्या दिनाका पासून एक महिन्याच्या कालावधान अनुज्ञात्राही व्यक्तीने महाराष्ट्र जमीन महसुल (जमीनीच्या वापरात वदल व विगरशेलकी आकारणी) नियम १९६९ यातील अनुभूची पाच मध्ये दलल्या नमुन्यात एक मनव करून देउन तीत या आदेशातील सर्व शर्ती समाविष्ट करणे त्याम वधनकारक असल.

१८अ. या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीपैकी कोणत्याही शर्तीचे अनुजासाही व्यक्तीने उल्लंघन केलयास उक्त अधिनियमाच्या उपवंधान्वये असा अनुज्ञाग्राकी ज्या कोणत्याही शास्तीस पात्र ठरेल त्या शास्तीम वाधा न यंक्र देता ठाण्याच्या जिल्हाधिका यास तो निर्दिग्ट करेल असा दंड आणि आकारणी भरल्यानंतर उपन जमीन किंवा भूखंड अर्जदाराच्या ताव्यान राह् देण्याचा अधिकार असेल.

१८व. वरील खंड अ) मध्ये काहीही अंतर्भृत अमले तरीही या परवानगीच्या तरतृदीविरुद्धः जाऊन कोणतीही इमारत किंवा वांचकाम उमे करण्यांत आले असेल किंवा तरतूदी विरुद्ध या इमारतीच्या किंवा वांधकामाचा वापर करण्यांन आला असेल तर विनिर्दिष्ट मुदनीच्या आंत अआ रीतीने उभारलेली इमारत काढून टाकण्या थिपथी किया तीत फेरवदल करण्याविपयी ठाण्यास्था जिल्लिबिका-याने निर्देश देणे विधी संगत असल. तसंच ठाण्याच्या इमीरत किंवा बांधकाम काढून टाक्रण्याचे किंवा नीन फेरयदल ह

किंवा त्या प्रीत्यर्थ आलेला खर्च अनुजाग्राही व्यवनीकडून जू वसले करुन घेण्याचा अधिकार असंल.

9९. दिलेली ही परवानगी मुंबई कृळविष्याट व शेलकार्ष श्रीधिनियर प्रामपंचायंत अधिनियम आणि नगरपाणिका आंश्रीनथम इ.स.स्वास्थ्या वंळी इतर कोणत्याही कायद्याचे कोणनेही उपवंच प्रकरणाच्या अद्भूत मूर्वचीत वादिस्थ होतील. त्या उपवधाच्या अधिन अमंग.

२०..अनुज्ञाग्राही यांनी विगरशंतका आकारणाच्या पाचपट र्युकम क रु.बाबीस हजार एकशे पंधरा मात्र ) रुपांतरीन कर (कन्कर्शन रिक्सू) कडील पावती क्र ६९९१३२६ डि.२'७/१०/२००६ अन्वयं सरकार जर्मी

٧/-

ह.म.न.-७ दस्त क्रमांक

२१.अनुज्ञाप्राही यांनी मिरा भाइंदर गहानगरपालिका यांचे कडील मंजूर नकाशावरहुकुमच वांधकाम केले पाहिजे.

२२. अनुज्ञाग्राही यांनी मिरा भाइंटर महानगरपालिका यांचे कडील वांघकाम नकाशा व्यतिरिक्त जावा वांघकाम केल्यास अगर वांघकामा मध्ये वदल करुन जावा चट्इंक्षेत्रॅ निर्देशांक वापरल्यास अनुज्ञागाही हं महाराष्ट्र प्रावेशिक नगररचना अधिनियम १९६६ चं कलम ५२ अन्वये फाँजवारी स्वरुपाचा गुन्हा वांखल करण्यांस पात्र रहातील व असे जावा वांघकाम दूर करण्यांस पात्र राहील.

२३ या प्रकरणात पिण्याच्या पाण्याची सोय करण्याची जवावदारी अनुज्ञाग्राही यांचेवर वंधनकारक राहील आणि पिण्याच्या पाण्याची सोय झाली आहे किंवा कसे या वावत खात्री झाल्याशिवाय मिरा भाईंदर महानगरपालकेने संवंधित विकासकास इमारत वापर परवाना देख नये.

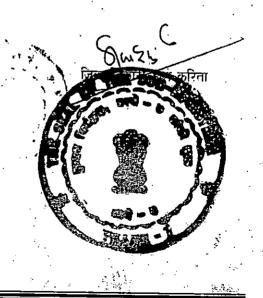
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२४. अपर जिल्हाधिकारी व सक्षम प्राधिकारी, ठाणे नागरी संकुलन ठाणे यांचे कडील आदंश 9) क्र. युएलसी/ टीए/डब्युएसएचएस-२०/एसआर-८५० दि.१०/३/१९९५ २) क्र. युएलपी/ टीए/डब्युएसएचएस-२०/एसआर ९१० दि.१०/७/१९९५ अन्वये प्रश्नांकित जागे मध्ये नागरी कमाल जमीन धारणा कायदा १९७६ चं कलम २० अन्वये योजना मंजुर केलंली आहे.पहर आदेशा मध्ये नमूद केले प्रमाणे ठराविका मापाच्या सदनिका वांधणे हे परवानगीधारक यांचेवर वंधनकारक राहील. त्याच प्रमाणे ज्या गदनिका शामनाकडे वर्ग करावयाच्या आहेन त्यांचा तावा शासनास देणे परवानगीधारक यांचेवर वंधनकारक राहील.

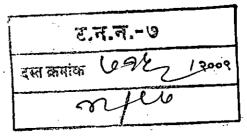
> सही/-( नंदकुमार जंत्रे ) जिल्हाधिकारी ठाण

प्रात, प्रिचितामण यशवंत पाटील व श्रीमती प्रेगावाई बळीराग कागार रा. नवघर ता.जि. ठाणे

निर्गमित केले



- 42 -





No.ULC/TA/W.S.H.S.20/SR- 910
Office of the Addl.Collector &
Competent Authority;
Thene Urben Agglomeration,
Collectorate Building, IInd Floor,
Competent Building, IIInd Fl

WHEREAS Shri/SHY/Me/ CHINTAMAN YASHWANT PATIL & OF OTHERS
VILLAGE NAVGHAR Dist. There, holds vacant land in excess of the celling limit in the limits of There Urban Agglomeration, the details of which are given in the Schedule hereto appended:

AND WHEREAS, the above person, has applied for exemption under section 20 of the Urban Land (Ceilling & Regulation) Act, 1976 (33 of 1976) to the seid excess land for providing sites and services/cors houses and construction of tenements as per the guidelines issues under Government Resolution, Housing & Special Assistance Department No. SSS-1086/2340/XIII, dt. 22/8/1986 and 22/10/1992 and 07/01/1994.

AND WHEREAS the said person has mentioned in the application that his acheme of providing sites and services, construction of core house and construction of tenements shall be governed by the Maharashtra Dunership Flate (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (Act XIV of 1963) or by the Maharashtra State Cooperative Societies Act, 1960 (Act XXIV of 1961)

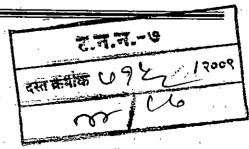
AND WHEREAS the Additional Column Authority is satisfied that having required of land, the purpose for which land the ing proposed to be used and other relevants (act necessary in the public interest so to do;

ह.न.न.-७ इस्त कार्याक ७१८ <sub>1</sub>२००९

3

NOW, THEREFORE, in exercise of the powers conversed by sub-section (1) of section 20 of the said Act, after Beving recorded in writing the reasons for making this or the Additional Collector & Competent Authority hereby exempt the said vacant land, from the provisions of Chapter III of the said Act, subject to the following conditions, namely :-

- 1) The land exempted under this exemption order shall be for the purpose of providing sites services/core houses and construction of tenements. Any change made in the user of the land shall amount to breach of these conditions.
- The said person shall make full utilization of the land so exempted for the purpose aforesaid, by constructing on the said land <u>02 Nos.</u> serviced plots, <u>05 Nos.</u> core houses, <u>36 Nos.</u> one room tenements and <u>13 Nos.</u> tenements upto 25.00 sq.mtrs., <u>85 Nos.</u> tenements upto 40 sq.mtr., <u>05 Nos.</u> tenements upto 50 sq.mtr., <u>07 Nos.</u> tenement upto 80 sq.mtr., as specifies in the condition No.1 shows. Plinth area of tenements shall not be less than 25.00 sq.mtrs.
- 3) The eard person shall get the importabiliting plans approved from the concerned important subsequentiates (Municipal Council, Planning Authorities prior to the commencement of construction work.
- 4) Each dwelling unit shall be an independent residential unit with direct access and should confidential of air and light.
- 5). The said person shall comments considering the tenements within a period of Ono tear from the date of this exemption order and shall complete the construction work within Three years failing which the exemption and stand withdrawn. If only a part of the land is utilized by the said

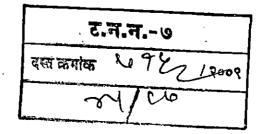




the same of the building remain at an incomplete stage at the and of the shows date, the exemption for the part which remains vacant or where the buildings are incomplete, the land ander such incomplete buildings and the land appurtenant there to shall be deemed to have been withdrawn and the vacant land and such land with structures and land appurtenant thereto shall be acquired as per Chapter - III of the Urban Land (Celling & Regulation) Act, 1976.

- reservation prescribed by the local authority in layout for various public emenities as well as the internal roads (where ever they are to be transferred as per local Authority's rule) shall be transferred by the said persons to Government / the Municipal Authorities without charging any consideration sither before the work actually is commenced read as shall be prescribed in this regard commencement certificate shall be obtained unless to be under the certificate shall be obtained unless to be commenced as a shall be obtained unless to be served as a shall be obtained unless to be served as a shall be obtained unless to be served as a shall be bought upto the stendards laid down by the function shall be bought upto the stendards laid down by the functions.

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8) The said person shall allot only one dwelling unit to one family. The definition of family under the Urbergand (C & R) Act shall be applicable in this regard.

- floor space index in the form of tenements with plinth area upto 40 eq.mtr. or as prescribed in Schedule to persons nominated by the State Government at 75% of the rate applicable to tenement to be sold in the open market which shall be determined as per the formula prescribed in condition No.12.
- 10) The dwelling units sold or otherwise transferred which is allotted to the Government nominees shall not be permitted to be resold or transferred otherwise. The dwelling units which the scheme holder can sell in the open market shall not be permitted to the resold or otherwise transferred for a period of two years from the date of possession of dwelling whit.
- The seid person shall not sell or otherwise transfer the dwelling unit to any person who himself to any of his family members already own a dwelling unit in the same urban Agglomeration and that the seid person shall obtain an Affidavit from the intending Purchaser to this effect.
- the public at the price bases on armula state hereinafter i.e. (a) Five times the componant on the under Urban Land (C & R) Act, 1976, (b) Coatles constrainen, (d) 15% profit on (a) & (b). After determining the fact selling price the landholder shall communicate this fitter the Competent Authority from time to time.

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The said person shall not transfer the exempted lands

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without buildings thereon) or any part thereof to any rean, except for the purpose of mortgage in favour of any inencial institution specified in sub-section (1) or section 19 of the Act, for relaing finance for the purpose of construction of any one or all the tenements mentioned above. Breach of this condition shall mean that the exemption granted under this order stand withdrawn.

- The area required to be kept open according to the 14) Rules, Building Regulations of MiraBhayandar Municipal Transmission / Council / Town Planning Rules and other statutory regulation shall always be kept open. part of the land shall not be used for any construction whatsoever, even if there is a change in FSI in future, permitting additional construction.
- The said person shall submit from time to time: necessary 'Returns' to be prescribed by the Additional Collector and Competent Authority in order to indicate the progress of the work done by him.
- If at any time the Additional Collector & Competent Authority is satisfied that there is no breach of any of the conditions mentioned in this order, it shall be competent for the Additional Collector & Competent Authority to withdrawn by an order, the exemption order from the date ap order.

Provided that before making ag Additional Collector & Competent Authry resconsble opportunity to the person who for making representation against the property ithorawa

When any such exemption is withdrawn and 17) withdrawn under these conditions, the provision of Chapter-III of the said Act shall apply to the lands as if the land had

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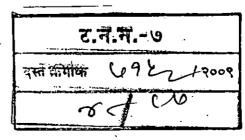
not been exempted under this order.

It shall be lawful for the State Government in Addr. Collector & Competent Authority or any person specifically authorised by the State Government in this behalf to enterior the land, so allowed to be retained for the purpose of construction of tenements/providing sites and services/core houses to inspect and check the development, the material and the construction work, to call for, inspect and check the books of accounts of development, construction and disposal of the tenements.

The holder shall advertise the entire scheme within 191 six months from the date of sanction of the order from the Additional Collector & Competent Authority in at least two local newspapers, giving full details of the scheme including the area and the final sailing price for tenements for plinth and carpet area specifications, location, terms and conditions of allotment of tenements, in accordance with Maharashtra Ownership Flats Act, 1963. He shall send copies of the Advertisements to the Competent Authority within one week from the date of publication of the Advertisement. If the scheme is proposed to be implemented in phases (within the total time period prescribed herein), the first advertisement should be in respect of all the dwelling units including indicating the phases of construction. Attention is invited to condition No.6 and other relevant conditions prom atipulation shall be considered breach of considered as

20) The exemption granted under section 20 of the aid Act shall be deemed to have been withdrawn or such varient land which have not been built upon, if and when such exempted lands are required for any Government or Semi exempted Organisation in the public interest.

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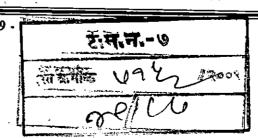
All the conditions mentioned in Government Resolution SSS-234J/XIII, date 22/08/1986 and No. ULC/1088/(2795)/D-24, date 22/08/88 shall apply for the exempted land and shall be binding on the landholder.

- 22) Government expects that the concept of 'low rise low cost' construction technology, without escrificing the set standard and specifications should be adopted so maximum possible extent and less reliance should be placed on use of cement and steel by having load bearing wells made of bricks of good quality and strength and by using low-cost building technology.
- 23) Additional Collector & Competent Authority reserve the right to alter any of the conditions prescribed herein.
- The land holders/developers shall maintain a register of tenament for the various categories of flate to be sold in the open market duly recording the names of the Purchaser and follow the related guidelines and they will have to ensure that 30% flate of 25.00 sq.mtr. are sold only to those persons whose income should not exceed Rs. 35,000/- per annum. These registers shall be made available to the Additional Collector & Competent Authority or such other officers as authorised by them for inepaction thereof from time to time.

25): The land holder should pay 30% of the price of the land in Component 'A' within months in lumpsum as per government guidel

26). The percentage of Government arrives of nitial 4000.00 oq.mtre. would be 10% provisionally pend final edjudication on the prayers made by the State Covernment to 2598/90. Any change in the Government direction pursuant to

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to the order of the Supreme Court shall be binding the land

27) The Scheme holder shall obtain the N.A. Permission u/s. 44 of the M.L.R.C. 1966, before the commencement of the building construction.

The area under Component 'A' 1.e. 3140.00 Sq.mtt. (50% of built-up area under scheme) should not be permitted for development unless the Scheme holder fulfills the condition No.25 Commencement Certificate should not be issued till N.O.C. is issued by this office.

#### SCHEDULE

Details regarding applicant and the vacent land for which the exemption is sought under Section 20 of the Urban Lanc (Celling and Regulation) Act, 1976.

 Name & Address of the persons : holding the land Shr: Chinteman Yashwant Patil 5
C/o. Vasa & Patel Associates
101,102,103 Eshoka Shopping Centre
Opp.Railway Station, Navghar
Ehoyandar(E) Thane

2. Status of the person

Individual

3. Inward No. 2 Date of application:

No.1427 at. 1.4.87

4. Name of the Urban Agglomeration in which the examption is pought situated.  These Urban Agglomeration and 8 K.M.s Peripherial Area of Greater Sombey.

 Description of property for which exemption is equipht

a)) District

Thane

b) ; Taluka

Thone

c) Village

Navahar

d) 5.No./8XXX8XNK

Arco (m)

e) Total % \*\* Total \*

Land to be retained as per Circular dated 11.8.89

g), Total area under echeme

301/1pt, 3 11 pt.
1110.00 9 1 1 5 0

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9+

Aree under reservation if : (D.P.Road)

S.No. Arca (Sq.m.) 301/1pt 110,00

302/10 200.00

302/14

Area of land of be exampted; 6280,00 sq.mtrs.

Ares under compulsory open::

792:00 sq.mtrs.

Net buildable area under : 5488.00 sq.mtrs. acheme.

) Built up area to be sold : to Government at fixed terate 444.45 sq.mtrs.

m) Buildable land to be surrendered to Government free of cost.

n) Total No. of Tenements to be constructed.

13 Nos.of tenements upto 25.00 sq.m.Plinth Area

85 Nos.of tenements upto 40.00 sq.m.Plinth Area

05 Nos.of tonomonts upto 50.00 sq.m.Plinth Aron

07 Nos.of tonoments upto 80.00 sq.m.Plinth Area

02 Nos.of tenements of site services 25.00 sq.m.Plinth Area

05 Nos.of Core Houses upto 25.00 sq.m.Plinth Area

36 Nos.of One room tenements upto 25.00 sq.m.Plinth Area

No. of Tenements tolibe sold to Covernment at fixed rate.

02 Nos.of tenements upto 25.00 sq.m.Plinth Aren

09 Nos.of tenements upto 40.00 sq.m.Plinth Area

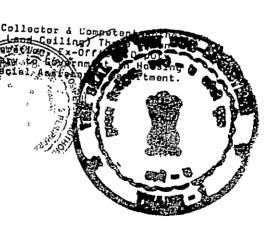
01 No. of tenements upto 50.00 sq.m.Plinth Area

0 iNo. of tenements upto 80.00 sq.m.Plinth Area

Subject	to	abbionej	of	bullding	plans	. و <sup>ا</sup>	from	Mira-
<del></del>	Eng	yandar		Munic	ipal	Roc.	XXXXXXXXX	imm/Council.

CERTIFIED COPY

Tahsildar Thane Urban Aggiomeration



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Ίο,

Shri. Chintaman Yashwant Patil & others

C/o. Vasa & Patol Associatos

101,102,103, Ashoka Shopping Contro

Opp.Railway Station, Navchar Road, Bhayandar (E) Thane

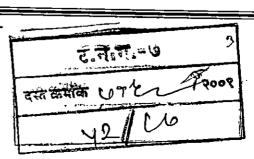
Copy submitted to -

Secretary, Housing & Special Assistance Department, Mantralays, Bombay - 400 032.

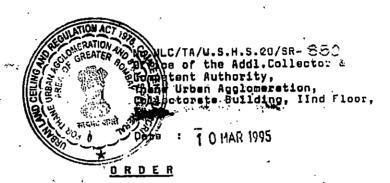
Copy forwarded with compliments to -

- 1) The Chief Officer/Dibercon Mira-Bhayandar Municipal improverties Council for information and with request not to issue occupation dertificate unless N.O.C. regarding handing over of 10% tenements to Govt. is issued by this office to the Scheme holder.
- 2) The Sub Registrer, Theme.
- 3) Office Copy.









WHEREAS Shri/Smy./My. PREMARKAL BALLKAM RADAK OF Village. NAVOHAR Dist. There, holds vecent land in excess of the celling limit in the limits of There Urban Agglomeration, the details of which are given in the Schedula hereto appended:

AND WHEREAS, the above person, has applied for exemption under section 20 of the Urban Land (Ceilling & Regulation) Act. 1976 (33 of 1976) to the said excess land for providing sites and services/core houses and construction of tenements as per the guidelines issues under Government Resolution, Housing & Special Assistance Department No. SSS-1086/2340/XIII, dt. 22/8/1986 and 22/10/1992 and 07/01/1994.

AND WHEREAS the said person has mentioned in the application, that his scheme of providing sites and services, construction of core house and construction of tenements shell be governed by the Maharashtra Ownership Flats (Regulation of the Promption of Construction, Sale, Management and Transfer) Act, 1963 (Act XIV of 1963) or by the Maharashtra State Co-operative Societies Act, 1960 (Act XXIV of 1963)

AND WHEREAS the Additional Content & Competent Authority is satisfied that having resident to the location of land, the purpose for which land is being and or is proposed to be used and other relavant factors, it is necessary in the public interest so to do;

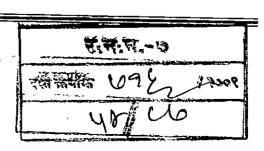
इ.न.न.-७ इसाक्षांक ७१५ 1२००१ ५३/८७



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NOW, THEREFORE, in exercise of the powers conferred by sub-section (1) of section 20 of the said Act, after having recorded in writing the reasons for making this order, the Additional Collector & Competent Authority hereby exempts and vacant land, from the provisions of Chapter III of the said Act, subject to the following conditions, namely:-

- 1) The land exempted under this exemption order shall be for the purpose of providing sites services/core houses and construction of tenements. Any change made in the user of the land shall amount to breach of these conditions.
- 2) The said person shall make full utilization of the land so exempted for the purpose aforesaid, by constructing on the said land 03 NOS. serviced plots, 06 NOS. core houses, 45 Nos. one room tenements and 16 Nos. tensments upto 25.00 eq.mtrs., 100 Nos. tensments upto 40 eq.mtr., 06 Nos. tensments upto 50 eq.mtr., 09 Nos. tensment upto 80 eq.mtr., es specified in the condition No.1 above. Plinth area of tensments shall not be less than 25.00 eq.mtrs.
- 3) The said person shall get the xxxxxx/building plans approved from the concerned xxxxxix/building plans Council, Planning Authorities prior to the commencement of construction work.
- 4) Each dwelling unit shall be an independent unit with direct access and should confirm to the of air and light.
- tenements within a period of <u>One</u> year from the detail this exemption order and shall complete the construction within <u>Three</u> years failing which the exemption withdrawn. If only a part of the land is utilized by the said

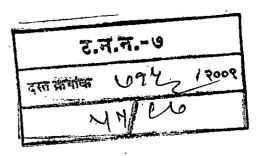


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person and a part remains vecant at the end of the date 100/1998 or the building remain at an incomplete stage at end of the above date, the exemption for the part which remains vacant or where the buildings are incomplete, the land under such incomplete buildings and the land appurtenant there to shall be deemed to have been withdrawn and the vacant land and such land with structures and land appurtenant thereto shall be acquired as per Chapter - III of the Urban Land (Celling & Regulation) Act, 1976.

- The quality of construction shall not be inferrior to the specifications laid down in the guidelines of 22nd August, 1986 and these already mentioned in the Appendix 'A'. The actual construction and the quality of construction shall be subject to the building regulations of the local authorities, and subject to such other conditions as may be imposed by the \*\*DENTIFEEN \*\*SERREMENT \*\*\* Municipal Authority, Town Planning Authority and other statutor bodies. The layout of the land to the be used under this scheme should be in , accordance with the statutory provisions applicable in this regard.
- The land reservation under Development Plan or the reservation prescribed by the local authority in layout for various public amenities as well as the internal roads (where ever they are to be transferred as per local Authority's rule) shall be transferred by the said person to the particular of the Municipal Authorities without char no an construction either before the work satually is unpercedure at the date as shall be prescribed in this card. Authority ment certificate shall be obtained unless the land for reservation etc. is actually hended over to the Gavernmen / Municipal Authority if it is so prescribed. Internal roads shall be bought upto the standards leid down by the Municipal Council before they are transferred.

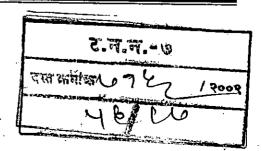


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The said person shall allot only one dwelling whit to one family. The definition of family under the Urban and (C & R) Act shall be applicable in this regard.

- floor space index in the form of tenements with plinth area upto 40 eq.mtr. or as prescribed in Schedule to persons nominated by the State Government at 75% of the rate applicable to tenement to be ecld in the open market which shall be determined as per the formula prescribed in condition No.12.
- 16) The dwelling units sold or otherwise transferred which is allotted to the Government nominees shall not be permitted to be resold or transferred otherwise. The dwelling units which the scheme holder can sell in the open market shall not be permitted to the resold or otherwise transferred for a period of two years from the date of possession of dwelling unit.
- 11) The eard person shall not sell or otherwise transfer the dwelling unit to any person who himself to any of his femily members already own a dwelling unit in the same urban Agglomeration and that the said person shall obtain an Affidavit from the intending Purchaser to this effect.
- the public at the price bases on its commune states hereinafter i.e. (a) Five times the compensation passes under Urban Land (C & R) Act, 1976, (b) Cost of tonstration, (c) 15% profit on (a) & (b). After determining the finel englishing price the lendholder shall communicate this first act as Competent Authority from time to time.

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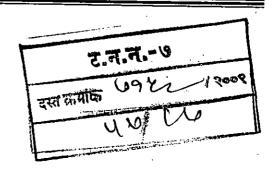
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The said person shall not transfer the exempted lands with or without buildings thereon) or any part thereof to any person, except for the purpose of mortgage in favour of y financial institution specified in sub-section (1) of section 19 of the Act, for raising finance for the purpose of construction of any one or all the tenements mentioned above. Breach of this condition shall mean that the exemption granted under this order stand withdrawn.

- The eres required to be kept open according to the D.C. Rules, Building Regulations of Mira-Bhayandar Municipal Expressions / Council / Town Planning Rules and other statutory regulation shall always be kept open. This part of the land shall not be used for any construction whatsoever, even if there is a change in FSI in future, permitting additional construction.
- The said person shall submit from time to time necessary 'Returns' to be prescribed by the Additional Collector and Competent Authority in order to indicate the progress of the work done by him.
- Authority is satisfied that there is no breach of any of the conditions mentioned in this order, it shall be competent for the Additional Collector & Competent Authority is indicated by an order, the exemption order from the description of the order.

Provided that before making any suggester to Additional Collector & Competent Authority shell to ressonable opportunity to the person whose lands are exempted making representation against the proposed without.

17) When any such exemption is withdrawn or deemed to be withdrawn under these conditions, the provision of Chapter-III of the said Act shall apply to the land again the land had



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not been exempted under this order.

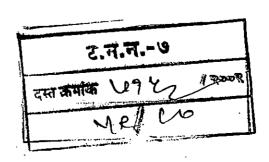
- Collector & Competent Authority or any person specific authorised by the State Government in this behalf to enter on the land, so allowed to be retained for the purpose of construction of tenements/providing sites and services/core houses to inspect and check the development, the material and the construction work, to call for, inspect and check the books of accounts of development, construction and disposal of the tenements.
- The holder shall advertise the entire scheme within 19) six months from the date of sanction of the order from the Additional Collector & Competent Authority in at least two local newspapers, giving full details of the scheme including the area and the final selling price for tenements for plinth and carpet area apecifications, location, terms and conditions of allotment of tenements, in accordance with Maharashtra Ownership Flats Act, 1963. He shall send copies of the dvertisements to the Competent Authority within one week from une date of publication of the Advertisement. If the scheme is proposed to be implemented in phases (within the total time period prescribed herein), the first advertisement should be in respect of all the dwalling units including indicating the phases of construction. Attention is ing No.6 and other relevent conditions guidelines issued on 22nd August, 1986. stipulation shall be considered breach of the cond
- 28) The exemption granted under section 20 of the said Act shall be deemed to have been withdrawn for such consider which have not been built upon, if and who stad lands are required for any Government or Semi Government Drgenisation in the public interest.

र.न.मं.-७ वस्त क्रमांक ८१५ १२००१ ५८००१ : 7 :

All the conditions mentioned in Government Resolution Housing & Special Assistance Department No. SSS-1036/2340/XIII, date 22/08/1986 and No. ULC/1088/(2795)/D-XIII, date 22/08/88 shall apply for the exempted land and shall be binding on the landholder.

- cost' construction technology, without sacrificing the set standard and specifications should be adopted an maximum possible extent and less reliance should be placed on use of cement and steel by having load bearing walls made of bricks of good quality and strength and by using low-cost building technology.
- 23) Additional Collector & Competent Authority reserve the right to alter any of the conditions prescribed herein.
- The land holders/developers shall maintain a register of tenement for the various categories of flats to be sold in the open market duly recording the names of the Purchaser and follow the related guidelines and they will have to ensure that 30% flats of 25.00 sq.mtr. are sold only to those persons whose income should not exceed Rs. 35,000/~ per annum. These registers shall be made available to the Additional Collector & Competent Authority or such other officers as authorised by them for inspection thereof from time to time.
- 25) The land holder should pay 30% or the durrent morphics of the land in Component 'A' within a per three months in Lumpsum as per government guide at dt/ 20/1992.
- 26). The percentage of Government cominess on initial 4000.00 sq.mtrs. would be 10% provisionally penulog adjudication on the prayers made by the State to reconsider the directions made on 31/1/90 in the case of C.A. 2598/90. Any change in the Government direction pursuant to

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to the order of the Supreme Court shall be binding on the land

- 27) The Scheme holder shell obtain the N.A. Performance u/a. 44 of the M.U.R.C. 1966, before the commencement of the building construction.
- The area under Component 'A' i.e. 3302.00 Sq.mtr. (50% of built-up area under scheme) should not be permitted for development unless the Scheme holder fulfills the condition No.25 Commencement Certificate should not be issued till N.O.C. is issued by this office.

#### SCHEDULE

Details required applicant and the vecent land for which the exemption is sought under Section 20 of the Urban Land (Calling and Regulation) Act, 1976.

 Name & Address of the persons: holding the land Smt. Premabai Baliram Kasar C/o. Vila & Pauxi Bascciates 102, Aunoka Campaing Centre, Nevgher Road (Sheyander (Cast) Thene

2. Status of the person

Individual

3. Inward No.4 Date of application: No.

No. dt. 14.3.1994

 Name of the Urban Agglomeration in which the examption is sought situated. : These Urban Agglomeration and 8 K.M.s Peripherial Area of Greater Bombay.

5. Description of property for which exemption is sought

a)) District

Thane

ъ) Taluka

: Thene

c) Village

: Navghar

d) S.No. /Eulufuthile.

240/5, 9, 302/9, 30

e) Total xomentum/probable surplus area in eq.mtre.

.: 8770.00 sq.mtr

f) Land to be retained as per Circular dated 11.8.89

88 : --

g) Total area under scheme

: 8770.00 Mq.mtrs.

ट.न.न.-७ दस्त क्रमांक ७ १५ <u>1२००९</u> ६० / ८०



: 9 :

Area under reservation if: 2152.00 sq.mtrs.

any (D.P.Road + Garden) 140.00 sq.mtrs.

Total 2292.00 sq.mtrs.



Area of land of be exempted: 6604.00 sq.mtrs.

Net buildable area under : 6604.00 sq.mtrs. scheme.

1) Built up area to be sold : 530.20 sq.mtrs.
tb Government at fixed

m) Buildable land to be surrendered to Government free of cost.

n) Total No. of Tenements to be constructed.

16 Nos.of tenements upto 25.00 sq.mtrs.Plinth Area 100 Nos.of tenements upto 40.00 sq.mtrs.Plinth Area 0.6 Nos.of tenements upto 50.00 sq.mtrs.Plinth Area 0.9 Nos. of tenements upto 80.00 sq.mtrs.Plinth Area 0.3 Nos.Sire Services upto 25.00 sq.m.Plinth Area 0.6 Nos. Core Houses upto 25.00 sq.m.Plinth Area 45 Nos.of One room tenements upto 25.00 sq.m.Plinth Area

 No. of Tenements tolibe sold to Government at fixed rate.

> 02 Nos. of tenements upto 25.00 sq.m.Plinth Area 10 Noslof tenements upto 40.00 sq.m.Plinth Area 01 No. of tenements upto 50.00 sq.m.Plinth Area 01 No. of tenements upto 80.00 sq.m.Plinth Area

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Bhayandar

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Thane Urban Agglomes

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: 10

Set. Promobel Ballram Kasar

C/o. Vasa & PatolyAssociates

102, Ashoka Shopping Centro

Navohar Road, Shayandar (East) Thence

Copy submitted to -

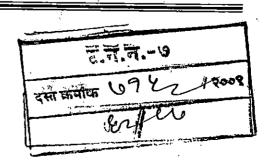
Secretary, Housing & Special Assistance Department, Mantralaya, Bombay - 400 032.

Copy forwarded with compliments to -

- 1) The Chief Officer Characteristics Mira-Rhavandar Municipal Representant/Council for information and with request not to issue occupation certificate unless N.O.C. regarding handing over of 10% tenements to Govt. is issued by this office to the Scheme holder.
- 2) The Sub Registrer, Theme.
- 3) Office Copy --- .

8

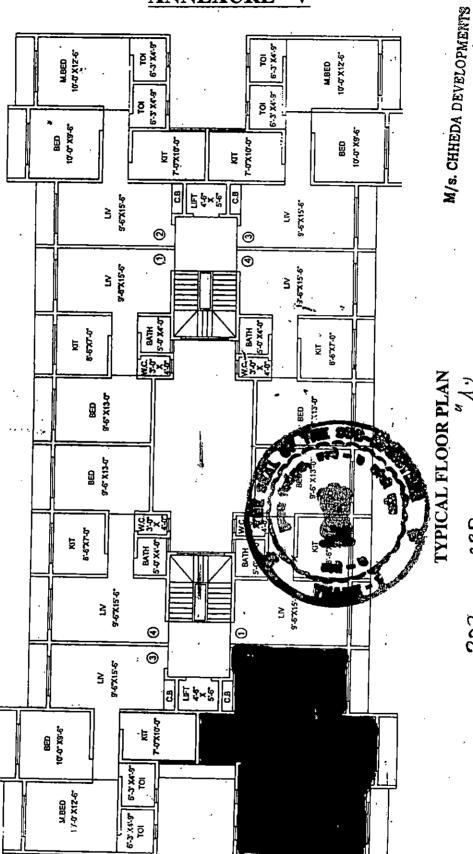






BLDG. NO. 2

### ANNEXURE - V



FLAT NO. 302\_ ON 3RD FLOOR IN 4" WING OF "APURVA"

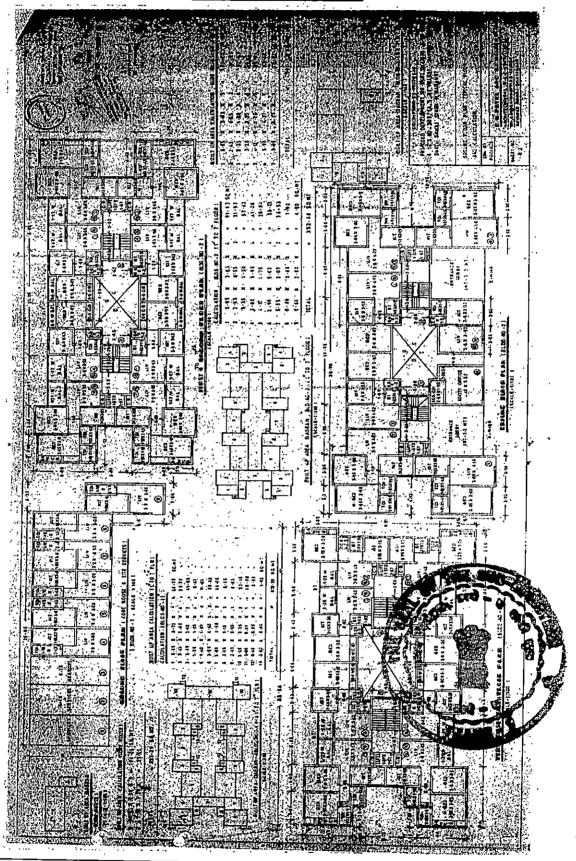
\*\*KISHOR CHANDRA SAHU.

2 Shraddkanjeli Sahu

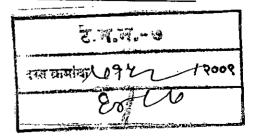
- 63 -

ह. म. ल. - ७ इस्त क्रमांक U 7 % / १२००१ (८३) V





- 64 -





# मिरा भाईदर महानगरपालिका

मुख्य कार्यालय, भाईदर (प.), छत्रपती शिवाजी महाराज मार्ग, ता. जि. ठ ाणे - ४०१ १

हि (गुल्य कार्यालय क्रें) भाइतर

जा. क्र. मि.भा./मनपा/नर/--१३१५--/-०६--०५

विनांक :- ३०१५)२०५५

्रमित्रहेजागामालक - श्रीम, प्रेमाद्याई बळीराम कासार व एतर १२ श्री. चिंतामण पश्यंत पाटील ए इतर ५ अधिकार पत्रधारक - श्री. सर्वार्सिंग मोतीसिंग राणावत हारा - वास्तुविशारद - मे. डी.एन. पटेल ॲन्ड असो.

> विषय :- मिरा भाईंदर महानगरपालिका क्षेत्रातील गांजे - <u>नवधर</u> सर्वे क्र./ हिस्सा क्र. नवीन <u>१८१/९,१४, १७९/१ओ,५</u> जुना <u>३०२/९,१४, ३०३/१ओ,५</u> या जागेत नियोजित खांयकामास बांधकाय प्रारंभपत्र मिळणेबाबत.

संदर्भ :- १) आपला दि.<u>२८/११/२००६</u> चा अर्ज.

i filipi i

BE IT

- २) मे. सक्षय प्राधिकारी नागरी संकुलन ठ ाणे यांचेकडील आदेश क्र. प्.एस.सी./टी.ए/डब्स्यू.एस.एच.एस. २०/एस.आर-११०, दि.१०/०७/९५ प्.एस.सी./टिए/ डब्स्यू.एस.एच.एस.-२०/एस.आर-८५०, दि.१०/०३/९५ ची मंजूरो.
- ह) मा. जिल्हाधिकारी ठाणे यांचेकडील अकृषिक परवानगी आदेश कं. <u>महसूल/क-१/टे-१/एनएपी/एसआर-१८/०६,</u> <u>वि.३०/१०/२००६</u>.

४) अग्निशमन विभागाकडील पत्र क्र. मनपा/अग्नि/३१३/०६-०७, दि.२४/११/२००६ अन्वये तात्पुरता नाहरकत दाखला.

५) या कार्यालयाचे पत्र क्र. मिभा/मनपा/नर/२४९/२००६-०१९, दि.१९/०४/२००६ अन्वये प्राथमिक परवानगो.

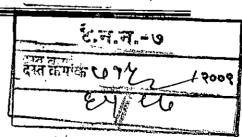
-: बांधकाम प्रारंभयत्र :- (स्यातीत रेखांकनासह) (फक्त जोत्यापर्यंत)

महाराष्ट्र प्रावेशिक व नगररचना अधिनियम १९६६ च्या कलम ४५ अन्वये व मं प्रांतिक महानगरपालिका अधिनियम १९४९ चे कलम २५३, २५४ (प्रकरण १२ प्रविकास कार्य करण्यासाठी / बांयकाम प्रारंभपत्र मिळण्यासाठी आपण विनंति प्रविकास कार्य करण्यासाठी / बांयकाम प्रारंभपत्र मिळण्यासाठी आपण विनंति प्रविकास कार्य करण्यासाठी आपण विनंति प्रविकास कार्य करण्यासाठी आपण विनंति प्रविकास कार्य सि.स.नं./सर्वे प्रविकास कार्योत वरील प्रमाणे या जागेतील रेखांकन, इमारतीचे कार्यासा कालील अटी व शतींचे अनुपालन आपण कार्यन होण्याच्या अयोत रोहि संज्ञाती वेषयात येत आहे.

भारत भुखंडाचा वापर फक्त बांधकाम नकाशात दर्शक्षिलेल्या रहिवास वापरासाठीच करण्याचा आहे.

 सदर्ज्या बांधकाम परवानगीने आपणास आपल्या हक्कात् नसलेल्या जागेवर कोणतेही छांधकाम करता येणार नाही.







हैं हैं। भेजह नकाशाप्रमाणे जाणेवर प्रत्यक्ष मोजणी करना घेणेची आहे व त्यांची तालका के स्वयं कार्या निर्माणका के स्वयं कार्या निर्माणका के स्वयं कार्या निर्माणका अभिनेख ठाणे यांनी प्रमाणीत केलेली नकाशाची प्रत या भाई के अभिनेखार्थ सोन प्रतीमध्ये पाठ विणेची आहे व त्यास मंजूरी स्थो अभिनेखार्थ आहे.

सदर भूखंडाची उपविभागणी महानगरपालिकेच्या पूर्वपरवानगीशिवाय करता येणार नाही. तसेच मंजुर गढांकनातील इमारती विकसीत करण्यासाठी इतर/दुस-यां विकासकास अधिकार दिल्यास / विकासासाठी प्रिधकृत केल्यास दुय्यम / दुस-यां विकासकाने मंजुर बांचकाम नकाशे य चटई क्षेत्रांचे व परवानगीत नमूद अंटी व शर्तीचे उल्लंघन केल्यास/पालन न केल्यास या सर्व कृतीस मुळ विकासक व वास्तुविशारद जवाबवार राहील.

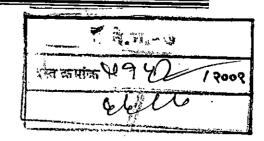
- ५) या जागेच्या आजुबाजुला जे पुर्वीचे नकाशे मंजुर झाले आहंत त्याचे रस्ते हे सदर नकाशातील रस्त्याशी प्रत्यक्ष मोजणीचे व सिमांकनाचे बेळी सुसंगत जुळणे आवश्यक आहे. तसेच या जागेवरील प्रस्तावीत होणा-या बांधकामास रस्ते मंलग्नित ठे वणे व मार्वजनिक वापरासाठी खुले ठे वणेची जबाबदारी विकासक/ वास्तुविशारद / धारक यांश्री राहील. रस्त्याबाबत व वापराबाबत आपली / धारकाची कोणतीही हरकत असणार नाही.
- ६) नागरी जर्मान घारणा कायदा १९७६ चे तस्तुर्वीना व महाराष्ट्र जमीन महसुल अथिनियम च्या तरतुरीस कोणत्याही प्रकारची साघा येला कामा नये व या दोन्ही कायदयान्वये पारीत झालेल्या व यापुढे विक्रोवेळी होणा-या सर्व आदेशाची अमलबजावणी करण्याची जबाबदारी विकासक व वास्तुविशारद इतर धारक यांची राहील.
- ७) रेखांकनात /बांधकाम नकाशात इमारतीचे समोर दर्शविण्यात / प्रस्तावीत फरण्यात आलली सामासीक अंतराची जागा ही सार्वजनिक असून महानगरपालिकेच्या मालकीची राहील व या जागेचा वापर सार्वजनिक रस्त्यासाठी /रस्ता स्वीकरणासाठी फरण्यात येहेल. याद्यावत अर्जवार व विकासक व इतर धारकांचा कोणताही कायवेशीर हक्क असणार नाही.
- ८) मालकी हक्काबाबतचा वाद उत्पन्न झाल्यास त्यास अर्जदार, विकासक, वास्तुविशारद, धारक य संबंधीत व्यक्ती जवाबदार राहतीता. तसेच वरील जागेस पोच मार्ग उपलब्ध असल्याची व जागेच्या हही जागेधर प्रत्यक्षपणे जुळविण्याची जवाबदारी अर्जदार, विकासक, वास्तुविशारद यांची राहील. यामध्ये तकावत निर्माण झाल्यास सुधारीत मंजुरी घेणे क्रमप्राप्त आहे.

१) मंजुर रेखांकनातील रस्ते, ब्रेनेज, गटारे व खुली जागा (आर.जी.) अर्जदाराने / विकासकाने महानगरपालिकेच्या निदमाप्रमाणे पुर्ण करुन सुविधा सार्वजनिक वापरासाठी कायम स्वरूपी सुली ठे वणे बंधनकारक राहील.

१०) मंजुर रेखांकनातील इगारतीचे नियमायलीनुसार जोत्याचे प्रमाणा केल्याशिवाय उर्वरीत बांधकाम करण्यात येक नथे.

११) इमारतीस उदबाहन, अग्निशामक तरतुद, पाण्याची जमिनीवरील व्यक्ति अशा दोन टाक्या, दोन ग्रलेक्ट्रीक पंपसेटसह तरतुद केलेली असली प्रक्रिय

१२) महानगरपालिका आपणांस बांधकामासाठी व पिण्यासाठी व एतर करियासाठी पाणी पुरवदा करण्याची हमी घेत नाही. याबाबतची सर्व जबाबदारी विकासके/आरके यांची राहील. तसेच सांडपाण्याची सोय व मैलविसर्जनाची व्यवस्था करण्याची जुबाबदारी विकासकाची/ धारकाची राहील.





भगवाभिनटी ४३१५/०१०४

१३) बुर्जुदौरानि स.नं., हि.नं., गोजे, महानगरपालिका मंजूरी, बिल्ड्यकी नांव, आर्थिक ये नाव, अकृषिक मंजुरी व इतर मंजुरींचा तपशील दर्शविण से किल्हिंग्यांतय र प्रत्यक्ष जानेवर लावण्यात आल्यानंतरच इतर विकास कामास सुक् राहील. तसेच सर्व मंजुरीचे मळ न्तपासणीसाठी/निरीक्षणासाठी जागेवर सर्व कालावधीसाठी उपलब्ध करून ये बेकेन्स् वास्तुविशास्य व विकासक यांची संयुक्त जवाबदारी आहे. अशी कागदपत्र जागेवर 😕 प्राप्त न झाल्यास तातडीने काम बंद करण्यात येईल.

१४) मंजुर रेखांकनातील इमारतीचे बांधकाम करण्यापुर्वी भातीची चाचणी (Soil Test) चेकन व वांयकामाची 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 यन्त्रन संबंधीत सक्षम अधिका-यांची मंजुरी घेणे. तसेच इमारतीचे आयुष्यमान, वापर, बांधकाम चालू साहित्याचा दर्जा व गुणवत्ता व अग्नि क्षमण व्यवस्था याबागत नॅशनल बिल्डींग कोड प्रमाणे तरतुदी फरून कार्यान्वीत करणे तसेच बांयकाम चालु असतांना तांत्रिक व अंतांत्रिक कार्यवाही पुर्ण करून त्याची पालन करण्याची जवाबदारी अर्जदार, विकासक, स्ट्रक्चरल अभियंता, वास्तुविशारद, बांयकाम पर्यवेशक, धारक संयुक्तपणे राहील.

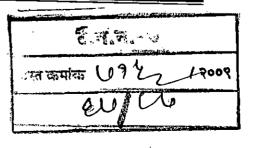
१५) रेखांकनातील जागेत विद्यमान झाडे असल्यास तोग्रण्यासाठी महानगरपालिकेची व इतर विभागांची पुर्व मंजुरी प्राप्त करणे बंधनकारक आहे. तसेच खुल्या जलेत

वृक्षारोपण करण्यात यावे.

१६) मंजुर बांधकाम नकाशे व जागेवरील बांधकाम यामध्ये तकावत असल्यास नियमाधलीनुसार त्यरीत सुवारीत बांघकाम नकाशांना मंजुरी घेणे बंधनकारक आहे अन्वया हे बांधकाम मंजुर विकास नियंत्रण नियमावलीनुसार अनिधकृत ठरते न्यानुसार उक्त अनियकृत बायकाम तोडण्याची कार्यकारी करण्यात येईल.

१७) यापूर्वी पेत्र क्र. .. .....दि.... क/यासोबतच्या मंजूर रेखांकनात प्रस्तावित केलेल्या इमारतीचे बांयकाम खार्लालप्रमाणे मर्यादित ठे बून त्यानुसार कार्यान्वीत करणे बंधनकारक राहिल.

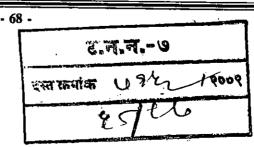
अ.क.	इमारतीचे नांव/प्रकार	संख्या	तळ + भजले	प्रस्तावित बांधकाम क्षेत्र चौ.मी.	:
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म साहित्य रस्त्यात्रर त्र सार्वजनिक ठि काणो ठे वता येणार नाही. य र्भार्यन झाल्यास महानगरपालिकेकडून आपणावितव्य दंडात्मक कार्यवाही

हमारतीचे बांधकामाबाबत व पुर्णत्वाबाबत नियमावलीतील बांब क्रं.४३ ते काटेकोरपणे अंमलबजावणी करण्याची संपूर्ण जवाबदारी विकासक, वास्तुविशारेव, स्ट्रक्यरल अभियंता, बांधकाम पर्यवेक्षक व घारक यांची राहिल.

- २०) महानगरपालिकेने मंजूर कंलेले बांधकाम नकाशे व बांधकाम प्रारंभ पत्र रह करण्याची कार्यवाही भ्वालोल बाबतीत करण्यात येईल व मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ व महाराष्ट्रं प्रादेशिक व नगररचना अधिनियम १९६६ च्या तरनुदीनुसार 'पंढांधताविरच्या विहीत कार्यवाही करण्यात येईल.
  - १) मंजुर बांयकाम नकाशाप्रभागे बांयकाम न केल्यास.
  - २) भंजुर बांधकाम नकाशे व प्रारंभ पत्रातील नमुव सर्व अटी व शर्तीचे पालन होत नसल्याचे निदर्शनास आन्यास.
  - ३) प्रस्तावित जागेचे वापरात महाराष्ट्र प्रावेशिक व नगररचना अविनियम १९६६ व इतर अधिनियमान्वये प्रस्तावाखालील जागेच्या वापरात बदल होत असल्यास ' अथवा वापरात बदल काण्याचे नियोजित केल्यास.
  - ४) भहानगरपालिकेकडे सादः केलेल्या प्रस्तावात चुकीची माहिती व विधी प्राहयता नसलेली कागवपत्रे सावर केल्यास व प्रस्तावाच्या अनुषंगाने महानगरपालिकेची दिशाभूल केल्याचे निदर्शनास आल्यास या अधिनियमाचे कलम २५८ अन्वये कार्यवाही करण्यात येईल
- २१) प्रस्ताथीत इमारतीमध्ये तळमजस्यावर स्टिल्ट (Stilt) प्रस्तायीत केले असस्यास स्टिल्टची उंची प्रज़ुर बांधकाण नकाशाप्रमाणे ठे वण्यात यावी व या जागेचा वापर वाहननळासाठीच करण्यात यावा.
- २२) मंजूर बांधकाम नकाशातील १५,० मी. पेक्षा जास्त वंचीचे इमारतीचे अग्निशमन ः व्यवस्थेबाधत सक्षम अधिका-राचि 'ना हरकत प्रमाणपत्र' सादर करणे बंधनकारक
- २३) मंजुर रेखांकनाच्या जागेत विद्यमान इमारत तांडण्याचे प्रस्तावीत केले असल्यास विद्यमान बांधकांभक्षेत्र गहानगरपालिकेकड्न प्रमाणीत करून घेतत्यानंतर विद्यमान इमारत तोबुन नदीन बांधकामात प्रारंभ करणे बंधनकारक आहे.
- २४) प्रस्तावातील इमारतीचे णंदाकाम पुर्ण झाल्यानंतर नियमाप्रमाणे पुर्ण झालेल्या इमारतीस प्रथम वापर परवाना प्राप्त करन घेणे व तर्वनंतरच इमारतीचा बापरासाठी वायर करणे अनिवार्य आहे. महानगरपालिकेकडून तापर प<u>रव</u> न चेता इमारतीचा वापर पालु असल्याचे निवर्शनास आल्यास वासु विकासक व घारक यांच्यावर व्यक्तीशः कायदेशीर कार्यवाही करण्य
- पुर्नियकसीत / नव्याने पुर्ण शोणा-या इमारतीमध्ये विद्यमान रहिवाशां विषयाची कार्यदेशीर जबन्बदारी वास्तुविशारद, विकासक व धारक यादि याबावतची सर्व कायदेशीर पुर्तता ( विकासकाने रहिवाशांसोयत कर्षे करारनामा व इतर थायी) विकासकाने /धारकाने करणे बंधनकारकी राहित
- या अंगुरीची मुक्त कि.२%३८५८.... पासून कि.२८११८८८.... पर्यंत राहील. महाराष्ट्र प्रावेशिक व नगररचना अधिनियम १९६६ चे तरतुवीनुसार विहिन् कालावधीसाती नुतनीकरण करण्यात येईल अन्यथा सदरची मंजुरी कायदेशीररीत्या आपोआप रदद होईल.



२७) : ब्राप्कीचे पत्र क्र. मिभा/मनपा/नर/२४९/२००६-०७, दि.१९/०४ विवेद अनुवये देण्यात आलेली मंजुरी रदद करण्यात येत आहे. **ट** {गुःख कार्यालय

अब्बुद्धी आदेशातील नमृद अटी व शर्तीचे पालन करण्याची अर्जदार, वास्तुविशारव, विकासक, अधिकार पत्रधारक, बांधकामपूर्वविधक्

स्ट्रक्चरल अभियंता व धारक यांची राहील.

जागेवर रेन वॉटर हार्वेस्टींगची व्यवस्था करणे तसेच अग्निशमन व्यवस्था करणे (95 व त्याबाबत महागगरपालिकेचे अग्निशमन विभागाकडील नाहरकत दाखला सादर \*\* करणे आपणावर बंधनकारक राहिल.

प्रस्ताबित इमारतीसाठी भोगवटा दाखल्यापुर्वी सौर उर्जा विल पाणी गरम (og करण्याची व्यवस्था (सोलार वॉटर हिटिंग सिस्टीम) बसवून कार्यान्वीत करणे आपणावर बंधनकारक राहिल.

जोत्याच्या दाखल्यापूर्वी नागरी जमीन कमाल धारणा कडील नाहरकत दाखला (9₽ सादर करणे आपणावर वंद्यनकारक राहिल.

मनपा/नर/ १-३९७ / ०६:/०७

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ातमाल <mark>्रिसार अ</mark>क्षरे के उसे परवानकः न घेता भाषकार : मागर गाउँ वेकायदेवीत ला द्यांभन्त्रमः अवस्थिकृतः द्याः । स या अमा अवार महार्थाः

कारस्यात अत्यान्या च जानुवार स्थानमाः क्षत्रीत<sup>े</sup> व्यक्ती शिक्षेत्र पति । १ ल

मिरा भाईंदर महानगरपालिका'



FRUE CO OFF. Phearman (E) - 401

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र.**न.न.-७** क्षा क्षमोक्त 🔾 १ ४ 12009



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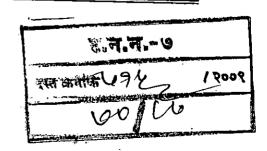
श्रीम प्रेमाबाई बळीराम कासार श्री. विंतामण यशवंत पाटील श्री. एस: एम. राणावत (विकासक) द्वारा एकता नगर, रावळ पाड, दहिसर (पू). क. युएलसी/टीए/एटीपी/कलम-२०/स.द२/ एस.आर ८५०+९१० अपर जिल्हाधिकारी व सक्षम प्राधिकारी ठाणे नागरी संकुलन, ठाणे. दिनांक 2 9 007 2007

विषयः- नागरी जमीन कमाल धारणा अधिनियम १९७६ कलम २० खालील योजना दुर्बल घटक घरबांधणी गोजनेतील सदनिकांचे दर निश्चीतबाबत

- 9) योजना क्रं. एस.आर.८५० दि.१०/३/१९९५ जिमनधारकः- श्रीम. प्रेमाबाई बळीशम कासार मौजे :- नवघर, ता.जि. ठाणे जु.स. क्रं.:- ३०२/९,३०३/५ न.स.क्रं:- १८१/९,१७९/५ सुट दिलेले क्षेत्र:१५४०,००+२००.००=१७४० चौ.मी.
- २) योजना क्रं. एस. आर.९१०, दि. १०/०७/१९९५ जिमनथाएक:- श्री. चिंतामण यशवंत पाटील मौजे :नवघर, ता.जि. ठाणे जु.स.क्रं.:- ३०२/१४,३०३/१पै न मं.कं.:- १८१/१४,१७९/१पै योजनेतील सुट दिलेले क्षेत्र :-१०० .०० मे२५४०.०० चौ.मी. २६४०.००चौ.मी विकासक/ अधिपत्रधारक : एस. एम. राणावंत मंजुर नकाशा नुसार क्षेत्र ४३८०.०० चौ.मी.
- संदर्भ :- १) विकासक यांचा विनंती अर्ज दि.२८/५/२००७
  - २) मिभा- मनपा चे बांधकाम प्रारंभ पत्र व मंजुर बांधकाम नकाशा क्र.मिभा/मनपा/नर/४३१७/०६-०७, दि:३०/३/२००७
  - 3) मा. जिल्हाधिकारी ठाणे यांचे पत्र क्र.महसुल १/एनएपी/एसआर ९८/०६ दि.३०/१०/२

शहोदय,

वरील संदर्भिय पत्रान्वये आपल्या योजनेतील खुल्या बाजारातील सा विक्री विक्रीचाँ दूर निश्चीत करणेसाठी या कार्यालयाकडे विनंती केलेली आहे. शासनपरिष्कृ कियाँ २७/७/८७ तसेच दि. २९/१२/९० अन्यये ठरवून दिलेल्या सुत्राप्रमाणे तांत्रीक करून योजनेतील खूल्या बाजारातील सदनिकांचा दर रु. ७८९/- चौ. फुट (अक्षरी सातशे एक्याऐशी) इतका हिशोबीत होत आहे. तसेच ५% शासननामनिर्देशित व्यक्तीसाठी एक्या सदनिका विक्रीचा दर रु. ३९९ चौ. फुट. (अक्षरी तीनशे एक्यानऊ



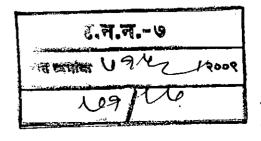


मात्र) इतका हिशोबीत होईल खुत्वा बाजारातील सदनिका विवेताना मा. सर्वोच्च न्यायालयाचे निर्देशाचे काटेकोरपने पालन होणे आवश्यक आहे.

- था निर्देशानुसार योजनेतील खुल्या बाजारातील सदनिका वरीलप्रमाणे निश्चीत केलेल्या
   दरानेच विकण्यात याव्यात
- २. हा निश्चित केलेला दर नमूद करून योजनेची जाहीरात दोन स्थानीक वर्तमानपत्रात द्यावी
- ३. योजनेतील सदनिका खरेदी करण्यासाठी येणाऱ्या व्यक्तींची अर्जाची नोंद यासाठी खास ठेवलेट्या रजिस्टरमध्ये ठेवण्यात यावी.
- ४. प्रत्येक अर्जाची एक प्रत या कार्यालयाकडे पाठवावी.
- ५. विरिलप्रमाणे ठेवलेले रिजस्टर दर महिन्याच्या ५ तारखेच्या आंत या कार्यालयास पडताणीसाठी दाखवावे.
- ६. सदर सदनिका समाजातील आर्थीक दृष्ट्या दुर्बल घटकांनाच विकावी.
- ७. एका कुटूंबाला एकच सदनिका विकण्यात यावी.

अ। ५० -२ २ -२ । १८० ०) जिल्हाधिकारी व सक्षम प्राधिकारी, जाणे नागरी संकुलन, ठाणे







<b>AGREEMENT</b>
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र.न.न७	Mar over pris
दस्त क्रमिक्ति ७१ ४२ 🕬	<b>5</b>
62/00	

THIS AGREEMENT made and entered into at Thane, this 1974 day of DECEMBER the Christian year 2003 by and between M/S. CHHEDA DEVELOPMENTS, a firm having its office at 109-111, Goyal Shopping Arcade, Borivali (West), Mumbai - 400 092 hereinafter referred to as "THE DEVELOPERS/ PROMOTERS" (which expression shall unless repugnant to the context deem to mean and include their partner/s, the survivor/s, the heirs, executors, administrators and assigns) being the party of the ONE PART.

يزسل پر	SHRI/SMT/MS./MESSRS KISHOR CHANDRA	5	) AHLL	<b>Y</b>	
	SHRADDHANJALI SAHU.			3	
, <b>΄</b> Λ	having his/her/their address at RAILWAY COLONY  NEAR & RAILWAY STATION P. F.NO-1		RTRN	H9/1	温
C	KANDIVALILUD., MUMBAI				
£.	hereinafter referred to as "THE PURCHASER" (which unless it be repugnant to the context and meaning thereof deem to mean and include his/her/ their legal heirs, execut and assigns) of the OTHER PART.	f, w	onld mean	an	

Y KISHOR CHANDRA SAHU.

? Shrouddhansais Sahu.

M/s. CHHEDA DEVELOPMENTS

Partner

Whereas by Agreement dated 1974DEL 2009 the Purchaser/s has/have agreed to purchase from the Developers/Promoters and the Developers agreed to sell to Purchaser/s the Flat No. 302 on the 3120 floor in wing wing of the building known as ANANT / APURVA at Mira Road(E), more specifically described in the Schedule thereunder written..

AND WHEREAS the specification for construction of the building and the flat are as per Schedule IV to the said Agreement.

AND WHEREAS the Purchaser desires the Developers to provide additional amenities in respect of the said Flat other than those to be provided under the said Agreement for Sale of Flat and which additional amenities the Developers have agreed to provide on the terms and conditions hereinafter appearing:

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

- 1. The purchaser desires the Developers to provide additional amenities in respect of the said Flat other than those to be provided under the Agreement for Sale of the said Flat. A list of amenities to be provided is hereto annexed and marked Annexure "A".
- 2. The Developers have agreed to provide to the Purchaser/s the said amenities detailed in annexure "A" hereto for a lumpsum payment of Rs. 1402131 /- (Rupees FOURTEEN LAKH TWO THOUSAND ONE HUNDRED THIRTY ONE ONLY only) which the Purchaser/s has/have agreed to pay to the Developers in the following manner:

i. Rs. 39000/-/- Earnest or Deposit Money paid on or before execution of this agreement.

ii. Rs. \_\_\_\_/- being the balance amount shall be paid on or before \_\_\_\_\_\_

before \_\_\_\_\_\_

before \_\_\_\_\_\_

3. The Developers acknowledge having the balance amount shall be given before \_\_\_\_\_\_\_

3. The Developers acknowledge having received from the Furchasers a sum of Rs. 39000 /- on execution of these presents. It is also agreed that the balance payment shall be made by the Pulchaser/s to the Developer within Seven days of the due date as agreed before Purchaser/s is/are expected so much to ascertain the progression construction from time to time and to make payment to the Developers.

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The Developers are not bound to give notice requesting the Purchasers to make such payment and failure thereof shall not be pleaded as an excuse for non payment of any of the amount on respective due dates and in such event the Developers shall be at liberty to terminate this Agreement and the payment made by the Purchaser/s to the Developers shall stand forfeited.

4. It is expressly agreed and declared that this Agreements will be interdependent upon the Agreement for Sale of the said premises to the Purchasers that if the said Agreement shall stand terminated the amount paid hereunder shall stand forfeited and in the event of termination of this Agreement for default by the Purchaser in payment of any of the amounts hereunder, the said Agreement for sale of premises to the Purchasers shall also stand terminated by the Developer. It is also agreed that the Purchasers shall not be entitled to cancel and/or terminate this Agreement without terminating the said Agreement for Sale of the said premises as the said Agreement for Sale and this Agreement are interdependent and co-extensive.

5. This Agreement shall be treated as part and parcel of the said Agreement for sale dated 1974DECUDY executed by and between the parties hereto in respect of the said premises.

- 6. Without prejudice to the other rights of the Developer under this Agreement and/or in law the Purchaser/shall be liable to pay interest at the rate of 21% per annum on all amounts remaining unpaid for more than eight days after becoming due.
- 7. The Purchaser/s agree that the Developer shall have a first lien or charge on the said premises for any unpaid amount under this Agreement and the Purchaser/s shall not be entitled to claim possession of the said premises unless the dues under this Agreement are fully paid to the Developer.

A/

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

SIGNED SEALED AND DELIVERE	ED) For	Chheda Developn	nents
by the withinnamed PROMOTERS	)	1 00 D	
CHHEDA DEVELOPMENTS	)	( ) Will	74.)
in the presence of	) A	uthorised Signato	
2	) .		
To 1	)		
SIGNED AND DELIVERED by	)		
the withinnamed "PURCHASER"	) -		za os os injulian
Shri/Smt.Avs KISHOR CHANDRA SAI	U-XX KISHO	'R CHANDRA	SAHU
MRS SHRADDHAN JALI SAHU	-) u Shra	ddhaniaui Sa	hu.
· · · · · · · · · · · · · · · · · · ·	<b>–</b> )		. Andrew
in the presence of	)		16
<del>1</del> 2	)		
2	)		
RECEIVED the day and year first	)		
hereinabove written of and from the	)		
withinnamed Purchaser	)		iggare.
Rs. 39000 (Rupees [HIR77	_)	ŕ	
NINE THOUSAND ONLY ->	ー/ 一) ·		
	_, 		
towards part payment of the total	_,		
consideration	200	Rs. 39 000	1-1-
WITNESSES		<b>,</b>	
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### ANNEXURE 'A'

### List of Additional Amenities

- 1. Vitrified flooring in the entire flat.
- 2. Full Glazed tiles dado in Bathroom, W.C. & passage.
- 3. Granite cooking platform with stainless steel sink in kitchen.
- 4. Concealed electrification and plumbing.
- 5. Provision for cable/television connection.
- 6. Modular type electric switches.
- 7. Anodised aluminium sliding windows.
- 8. Water storage tank in loft over bathroom.
- 9. Wash basin in each flat.
- 10. Good quality Acrylic Distemper paint in all rooms.
- 11. Modular Type Kitchen under cooking platform.
- 12. Mosquito netlon.
- 13. Intercom facility.
- 14. M.S. Grills in all rooms.
- 15. Plaster of Paris mouldings in Living Room.

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भारत 69322 100562 मानाया महाराष्ट्र FEB 29 2008

D-SAGENER 11 POWER OF ATTORNEY

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TO ALL TO WHOM THESE PRESENTS SHAPI COME WE'T'S SHAPERASHTRA DILIP P. CHEEDA, 2) SHRI, VISHAL R. CHHEDA, 3) SHRI, MANOJ R. CHHEDA adult, Partner of M/S. CHHEDA DEVELOPMENTS having office at Arena, Poonem Garden, Opp. S.K.Stone, Bhayander Road, Mira Road (E) do hereby SEND GREETINGS.

WHEREAS we are the Partner of M/S. CHHEDA DEVELOPMENTS and in the course of business are required to execute various documents including Agreement for sale of Flats/Shops and Deed of confirmation, Cancellation Deed, Rectification Deed and other agreement/s of already executed documents signed by us, individually.

AND WHEREAS WA are desirous of appointing the nominate, constitute and appoint SHRI. DHARMENDRA P. THAKER SHRI. SUNIE RAMCHANDRA VARPE adult, Indian Inhabitant, having address at 110,Goyal Shopping Arcade, S.V. Road, Borivali-(W),Mumbai-92. as our true and lawful attorney for the purpose of registration of such documents.

NOW KNOW we by these presents, that We 1) SERI. DILIP P. CHHEDA, 2) SERI. VISEAL R. CHHEDA, 3) SHRI. MANOJ R. CHHEDA partner of M/S. CHHEDA DEVELOPMENTS do hereby appoint, nominate, and constitute DHARMENDRA P. THAKER & SUNIL RAMCHANDRA VARPE as our true and lawful atto do the following acts, deeds and things.

Thane/Mumbai concerned in respect of any document before executed by us or to be executed by us and on behalf of us to admit execution of sich executed by us.

of any documents here to before executed by us or executed by us as Partner of M/S. CHHEDA DEVELOPMENTS.

our behalf to cause to attendance of our executing parties to any documents before the Sub-Registrar of assurances 32 Thane/Mumbai to make any application or submissions in writing for the purpose of effectively registering any documents as our said attorneys may deem fit and proper.

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AND we agree to ratify and confirm all and whatsoever our said Attorney shall purpose to do or cause to be done by virtue of these presents.

### SCHEDULE OF THE PROPERTY

All the piece or parcel of Non-Agricultural land situate lying and being at Village NAVGHAR, Taluka & Dist. Thane, Bearing old Survey No. 302/9,14 & 303/1A,5 and new Survey No. 181/9,14 & 179/1A,5.

(SPECIMEN SIGNATURE OF POWER OF ATTORNEY HOLDERS

IN WITNESS WHEREOF 1) SHRI. DILIP SHRI, VISHAL R. CHHEDA, 3) SHRI, MANOJ R. CHHEDA Partner M/S. CHHEDA DEVELOPMENTS has put our hands on this day of MARCH, 2008, at Bhayander. M/s. CHHEDA DEVELOPMENTS SIGNED, SEALED AND DELIVERED by The withinnamed -EXECUTANT-Partner of M/S. CHHEDA DEVELOPMENTS in the presence of (Dilip P. Chheda) (Vishal R. Chheda) (Manoj R. Chheda)

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दसा क्रमांक्र(

Form 3 [see Rule 3(a),13] LEARNER FRUNSI

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SO 40, WARD SO 2 GANDEVERD , SDER (W. MUNHA) JO

Temp Add BOUSE NO 40, WARD NO 2, GAVDEVERD DO B 12 10 1979 B G Identification Marks









Ashley Fadia. Hoelse. 40, Wasd. No. 2, Bhayandez-cw)







मारत सरकारं GOVT. OF INDIA



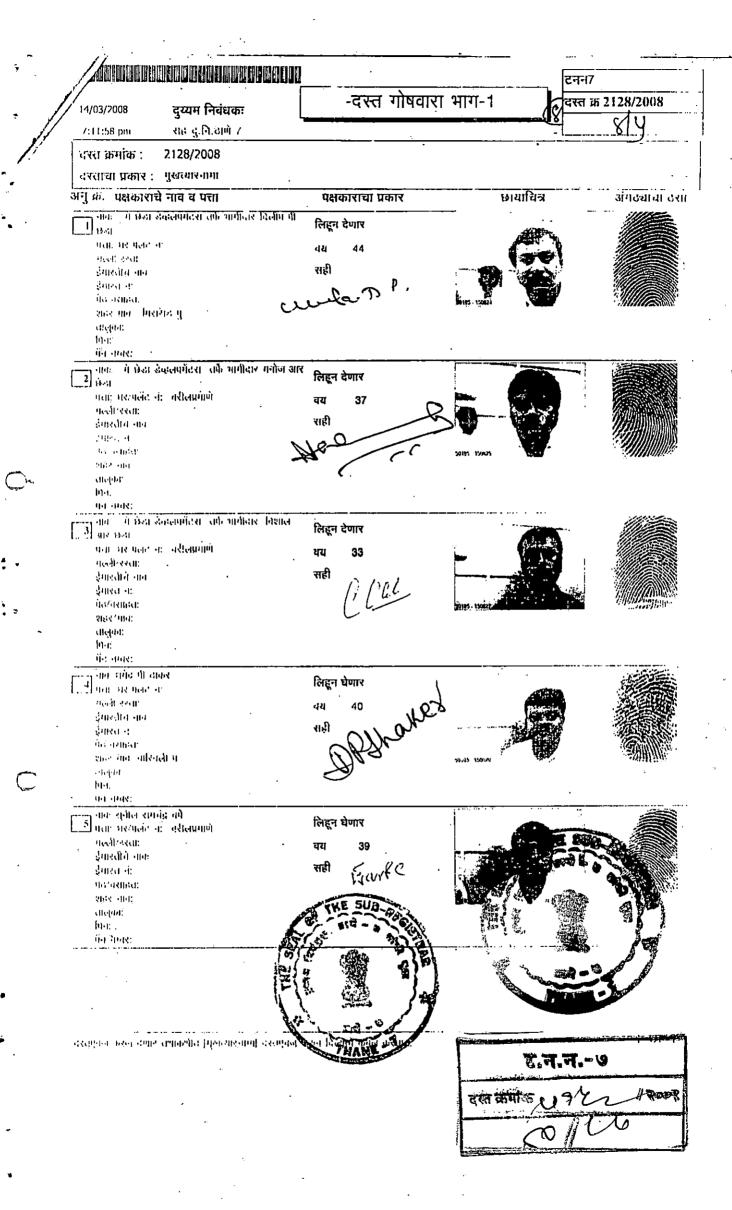
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Rinker. B. Khant Shot No.2, 90 Ft. Road Bharander-cuj



**इ.न.न.**-७



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्रवस्त क्रमांक (2128/2008)

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पावतीचे वर्णन जाव: म छंदा देवलपमेटस तफे भागीदार दिनीय पी छंडा

१०० :नोंदणी फी

100 : :नक्कल (अ. न १(१)), पृष्टीचनाची नक्कल

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रुजवांत (अ. 12) व छायाचित्रण (स. 13) एकत्रित फ्री

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्र. भिक्किका**नी अ**ती, साह वृति दाण 7

दस्त क्र. [टोनर्न्स्ट्रेश्टेश्ट २००८] वा गाँप मरा चाजार मृत्या चुर्मुमूर्वता । अस्तेले मुर्मक शुल्क : 100

वस्त कार कल्याचा विनाक 14/03/2008 06:59 PM विष्णवनावा विनाक : 13/03/2008

निष्वादनाचा दिनाक : 13/03/2008 चर्च हजर करणा सावी -सही :

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दरताबा प्रकार :48) पुस्तत्वारनामा शिक्का क्र. 1 वी वेळ : (सादरीकरण) 14/03/2008 08:59 PM शिक्का क्र. 2 वी वेळ : (फी) 14/03/2008 07:11 PM शिक्का क्र. 3 वी वेळ : (कबुली) 14/03/2008 07:11 PM

शिवना क. ४ वी वेळ : (आळस) 14/03/2008 07:11 PM चरत नोंद्र केल्याचा दिनांक : 14/03/2008 07:11 PM

ओलख

खालील इसम् असे निवेदीत करवात की. ते वस्त्रऐका करून देणा यांना व्यवतीशः ओळखनात, व त्यांची ऑळख पटवितात.

ा) अंसली करीया । ,धर/फ्लंट नं:

गल्ली/रस्ताः

ईगारतीचे नावः

ईगारत नं:

पंठ/वसाहतः

शहर/गाव: गाईवर प

तालुका:

पिनः

2) रीकु खाद ,धर/फ़लेंद्र नं: :

मञ्जी/संस्ता:

ईवारतीचे नाव.

ईमारत न.

गढ/वसाहत:

शहर/गावत्भाईदर प

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तुः विवधकावी सम्ब

सह. कुम्म निशंधक ठालेक. के तारीख. का नाहे.

प्रमाणित करणेत येते की. या दस्तामध्ये एकूण सह. दुय्यम निबंधक वर्ण-७

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इ.न.न.-७

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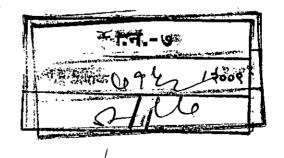
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## घोषणापत्र

मी धर्मेंद्र पी. ठाकर / सुनील रा. वर्षे याद्वारे घोषित करतो कि दुव्यम निबंधक ठाणे यांचे कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री दिलीप पी. छेडा / श्री मनोज आर. छेडा / श्री विशाल आर. छेडा इ. यानी दि. १३-०३-२००८ रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे / निष्पापित करून कमुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रह केलेला नाही किंवा कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रह केलेला नाही किंवा कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रह केलेला नाही किंवा कुलमुखत्यारपत्र कुलमुखत्यारपत्र दहवातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास भी पूर्णत: सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस भी पात्र शहीन याची मला जाणीव आहे.

कुलमुखत्यारपत्रघारकांचे नाव व सही







क्रं.युएलसी/टिए/एटीपी/कलम-२०/भोग.दा/ एस आर ८५० + ९१० अपर जिल्हाधिकारी व सक्षम प्राधिकारी, ठाणे नागरी संकुलन, ठाणे. दिनांक :- 2 2 MAY 2009

प्रति,

मा आयुक्त, मिरा-भाईंदर महानगरपालिका, भाईंदर (प), ता.जि. ठाणे - ४०१ १०१

> विषय:- नागरी जिमन कमाल धारणा अधिनियम १९७६ कलम २० खालील योजना " भोगवटा दाखला" ना हरकत प्रमाणपत्र

> > 9) योजना क्रं. एस.आर.८५० दि.१०/३/१९९५ जिमनधारकः- श्रीम. प्रेमाबाई बळीराम कासार मौजे :- नवघर, ता.जि. ठाणे जु.स. क्रं.:- ३०२/९,३०३/५ न.स.क्रं:- १८१/९,१७९/५

सुटं दिलेले क्षेत्र:-१५४०.००+२००.०० =१७४० चौ.मी.

२) योजना क्रं. एस. आर.९१०, दि. १०/०७/१९९५ जिमनधारकः- श्री. चिंतामण यशवंत पाटील मीजे :नवघर, ता.जि. ठाणे जु.स.क्रं.:- ३०२/१४,३०३/१पै, न.स.क्रं.:- १८१/१४,१७९/१पै योजनेतील सुट दिलेले क्षेत्र :-१००.०० +२५४०.०० चौ.मी.= २६४०.००चौ.मी विकासक/ अधिपत्रधारक : एस. एम. राणावत मंजुर नकाशा नुसार क्षेत्र ४३८०.०० चौ.मी.

संदर्भ :- १) विकासक यांचा विनंती अर्ज दि.१२/१२/

२) मिमा- मनपा चे बांधकाम प्रारंभ पत्र व मंजुर् के नकाशाक्र.मिभा/मनपा/नर/३७०७/०८-०९ दि.२१/१/२००९

3) मा. जिल्हाधिकारी ठाणे यांचे पत्र क्र.महसुल के ने के १ वि.३०/१०/२००६

महोदयं,

ना.ज.क.धा. अधिनियम १९७६ अंतर्गत कलम २० अंतर्भुत जिमनधारकाचे सदर्भित पत्र क्र.१ अन्यये विकासकाने विषयांकित योजना क्रं ८५० (मोजे नवधर जु.स.कं. ३०३/१) योजना क्र.९१० (मोजे. नवधर जु.स.कं. ३०२/१४, ३०३/१प) करीता विकासकाने विषयांकित योजना क्रं.३०२/१४, ३०३/१प) करीता विकासकाने विषयांकित योजना क्रं.३०२/१४, ३०३/१प) करीता विकासकाने विषयांकित योजना क्रं.

संदर्भित पत्र क्र.(२) च्या मंजुर बांधकाम नकाशानुसार प्रस्तावित क्षेत्र ३६०० चौ.मी. असुन त्याप्रमाणे शासन देय ५ टक्के बांधील क्षेत्र १८६.१५ चौ.मी. हिशोबीत होते.

सबब विकासकाने / योजनाधारकाने विषयांकित जिमनीवरील इमारतीमधील सदिनका क्रमांक ए/१०१, ए/१०२ आणि ए/२०२ अन्वये १६१.०९ चौ.मी. बाधील क्षेत्र सदिनकेच्या स्वरुपात शासनास प्रत्यांप्रित केलेले असुन उर्वरित बांधील क्षेत्र २५.०६ चौ.मी. ची प्रचलित बाजार भावाप्रमाणे सदिनका फरकाची किमंत या कार्यालयात भरलेली आहे. त्यामुळे विषयाकीत जिमनीमधुन शासन देय क्षेत्र १८६.१५ चौ.मी. हे पुर्णपणे शासनास प्राप्त झालेले आहे.

मूळ योजना आदेश कं.युएलसी/टिए/डब्ल्यु.एस.एच.एस.२०/ एस.आर.८५० दि.१०/३/१९९५ आणि आदेश कं.युएलसी/टिए/डब्ल्यु.एस.एच.एस.२०/ एस.आर. ९१०, दि.१०/०७/१९९५ मधील अटी व शर्ती पूर्वीप्रमाणेच योजनाधारक/विकासकर्ते यांवर बंधनकारक राहतील.

सदर ना हरकत दाखला म्हणजे पूर्णत्वःचा दाखला नव्हे सबब विकास नियंत्रण नियमावली व इतर प्रचलित नियमावलीची पुर्तता होत असल्यास विषयांकित इमारतीस वापर परवाना पारीत करणेस या कार्यालयाची हरकत नाही.

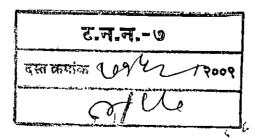
अपने जिल्हाधिकारी व सक्षम प्राधिकारी, कार्ण नागरी संकुलन, ठाणे.

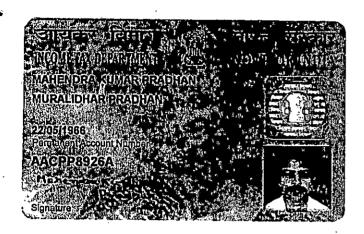
प्रत :-१)

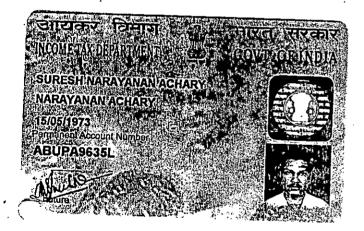
श्रीन. प्रेमाबाई बळीराम कासोर श्रीन. प्रेमाबाई बळीराम कासोर श्री. चिंतामण यशवंत पाटील ( जिमनधारक ) व्यारा श्री. एस अम रानावत (अधिकारपत्रधारक ) एकता नगर, रावळ पाडा, दिहसर (पू)

आपण या कार्यालयात सादर केलेली प्रतिज्ञापत्र / हमीपत्र व इतर कागदप्र भविष्यात खोटी आहे असे निदर्शनास आल्यास आपणास पूर्णपणे जबाबदार धरण्यात येईल व दि.४/१०/२००७ च्या हमीपत्राद्वारे शासनास प्रत्यापित केलेली सदनिका खुल्या बाजारात विक्रि केल्यास ना.ज.क.धा.अधिनियम १९७६ च्या क्रिक्स आपणावर फसवणुकीबाबत कार्यवाही करणेत येईल याची कृपया नोंद

२) निवड नस्ती.









E.A.A.-9
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1. 化环境温度

दस्त गोषवारा भाग-1

टनन7

दस्त क्र 7162/2009

(b)(0

21/12/2009 11:53:53 am दुय्यम निबंधकः

सह दु.नि.टाणे 7

दस्त क्रमांक :

7162/2009

दस्ताचा प्रकार: करारनामा अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

नावः किशोरचंद्र साहु - -1 पत्ताः घर/फ़लॅट नं: -

गल्ली/रस्ताः -

ईमारतीचे नायः रेल्वे कॉलनी कं.

ईमारत नः -

पेठ/वसाहतः रेल्वे स्टेशन समोर शहर/गाव: कांदिवली प्र.

तालुकाः -पिन: -पॅन नम्बर

लिहून घेणार

वय

सही





नावः श्रध्यांजली साहु - -2 पत्ताः घर/फ़्लॅट नंः वरिलप्रमाणे

गल्ली/रस्ताः -ईमारतीचे नावः -

ईमारत नः -पेट/वसाहतः -शहर/गाव:-

तालुकाः -पिन: -पॅन नम्बर: - लिहून घेणार

वय

सही





नायः में छेंडा डेव्हलपगेंटरा तर्फ भागीदार विशाल आर. 3 छेडा तर्फ कु गु धमेंद्र पी. ठाकर - -

पत्ताः घर/फ़लॅट नंः -

गल्ली/रस्ताः -

ईमारतीचे नावः ईमारत नं: -

पेट/वसाहतः -

शहर/गाव: नालासोपारा

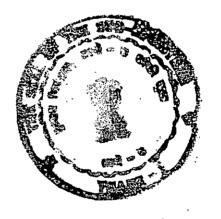
लिहून देणार

वय

सही







### दस्त गोषवारा भाग - 2

दस्त क्रमांक (7162/2009)

पावती क्र.:7160

पावतीचे वर्णन

नांव: किशोरचंद्र साहु - -

\_\_\_\_\_ 19090 :नोंदणी फी

:नक्कल (अ. 11(1)), पृष्टांकनाची 1740

नक्कल (आ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->

एकत्रित फ़ी

20830: एकूण

सह दु.नि.ठाणे 7 द्. निबंधकाची

दस्त क्र. [टनन7-7162-2009] चा गोषवारा

बाजार मुल्य :1909000 मोबदला 1909000 भरलेले मुद्रांक शुल्क : 78050

दस्त हजर केल्याचा दिनांक :21/12/2009 11:44 AM

निष्पादनाचा दिनांक: 19/12/2009 दस्त हजर करणा-याची सही:

दस्ताचा प्रकार :25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 21/12/2009 11:44 AM

शिक्का क्र. 2 ची वेळ : (फ़ी) 21/12/2009 11:52 AM शिक्का क्र. 3 ची वेळ : (कबुली) 21/12/2009 11:53 AM शिक्का क्र. 4 ची वेळ : (ओळख) 21/12/2009 11:53 AM

दस्त नोंद केल्याचा दिनांक : 21/12/2009 11:53 AM

खालील इसम असे निवेदीत करतात की, ते दस्तुऐवज करून देणा-यांना व्यक्तीशः ओळखतात,

व त्यांची ओळख पटवितात.

Mo 1) महेंद्रकुमार प्रधान- - ,घर/फ़लॅट ने

गल्ली/रस्ताः -

ईमारतीचे नावः -

ईमारत नं: -

पेट/वसाहतः -शहर/गाव: कांदिवली

दालुका: --

पिनः -

2) सुरेश नारायण्न आचार्थ - - ,घर/फ़्लॅट नंः ,

गल्ली/रस्ताः -ईभारतीचे नावः -

ईमारत नं: पेठ/वसाहतः -

शहर/गाव: कांदिवली

तालुकाः -

पिनः -







ची सही सह दु.नि/ठाणे 7

प्रमाणित करणेत गेते की गा वस्तामध्ये पित



द्धनांकादा मोदला

दुय्यम निबंधक: सह द्.नि.ठाणे 7

दस्तक्रमांक व वर्ष: 7162/2009

Monday, December 21, 2009

11:54:12 AM

सूची क्र. दोन INDEX NO. II

नोंदणी 63 म.

Regn. 63 m.e.

गावाचे नाव: नवघर

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटट्याच्या वाबतीत पटटाकार आकारणा देतो की पटटेदार ते नमूद करावे) मोबदला रू. 1,909,000.00 बा.भा. रू. 1,909,000.00

(2) भू-भापन, पोटहिस्सा व घरक्रमांक (असल्यास)

(1) सर्वे क्र.: 303/1ए,5, 302/9,14, न.181/9,14, 17 वर्णनः डब्ल्यु वॉर्ड , सदिनिका क्र.ए/302, 3रा मजला , अपूर्व , रामदेव पार्क , वागड नगर जवळ, मेरारोड पु.

(1) में छेड़ा डेव्हलपुमेंटस तर्फे भागीदार विशाल आर. छेडा तर्फे कु मु धमेंद्र पी. ठाकर - -;

कं.; ईमारत नं: -; पेठ/वसाहतः रेल्वें स्टेशन समोर; शहर/गावः कांदिवली प.; तालुकाः

नं: -; पेठ/वसाहतः -- शहर/गावः -;-तालुकाः -;पिनः -; पॅन नम्बरः -.

(2) श्रध्यांजली साहु : : घर/फ्लंट नं : विरिलप्रमाणे; गल्ली/रस्ताः -; ईमारतीचे नावः -; ईमारत

(३)क्षेत्रफळ

(1)60.31 चौ मि बि अप

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)

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

घर/फ़्लॅंट नं: -; ग़ल्ली/रूस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: नालांसीपारी ; तालुकाः -; पिनः -; पन नम्बरः AAFFC2547P. ीं (1) किशोरचंद्र- साहु - ु; घर/फ़लॅंट नं: -; गुल्ली/रस्ता: -; ईमारतीचे नाव: रेल्वे कॉलनी

(6) दस्तऐवज करून घेण्या-या -पक्षकाराचे नावं व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामाः किंवा आदेश असल्यास, वादीचे नीव व संपूर्ण पत्ता

करून दिल्याची (7) दिनांक

नॉंदणीचा<sup>ृ</sup>

19/12/2009 21/12/2009,

(९) अनुक्रमांक, खंड व पृष्ठ

7162 /2009.

-;पिन: -; पॅन नम्बर: AVQPS6870B:

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

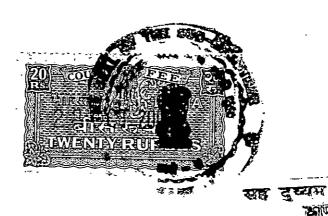
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(11) बाजारभावाप्रमाणे नोंदणी

ক 19090.00

(12) शेरा

(8)



SARITA REPORTS VERSION 6.0.0

आणी हैंकै