



Monday, December 21, 2009

11:52:14 AM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 7160

गावाचे नाव नवघर

दिनांक 21/12/2009


दस्तऐवजाचा अनुक्रमांक टनन7 - 07162 - 2009

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: किशोरचंद्र साहु - -

नोंदणी फी	:-	19090.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (87)	:-	1740.00
एकूण	रु.	20830.00

आपणास हा दस्त अंदाजे 12:06PM ह्या वेळेस मिळेल


दुय्यम निबंधक
सह दु.नि.ठाणे 7

बाजार मूल्य: 1909000 रु. मोबदला: 1909000 रु.

मरलेले मुद्रांक शुल्क: 78050 रु.

देयकाचा प्रकार : डीडी/घनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: बँक ऑफ इंडिया- कांदिवली;

डीडी/घनाकर्ष क्रमांक: 292270; रक्कम: 19090 रु.; दिनांक: 19/12/2009

सह दुय्यम निबंधक वर्ग. २
आणि स. ७

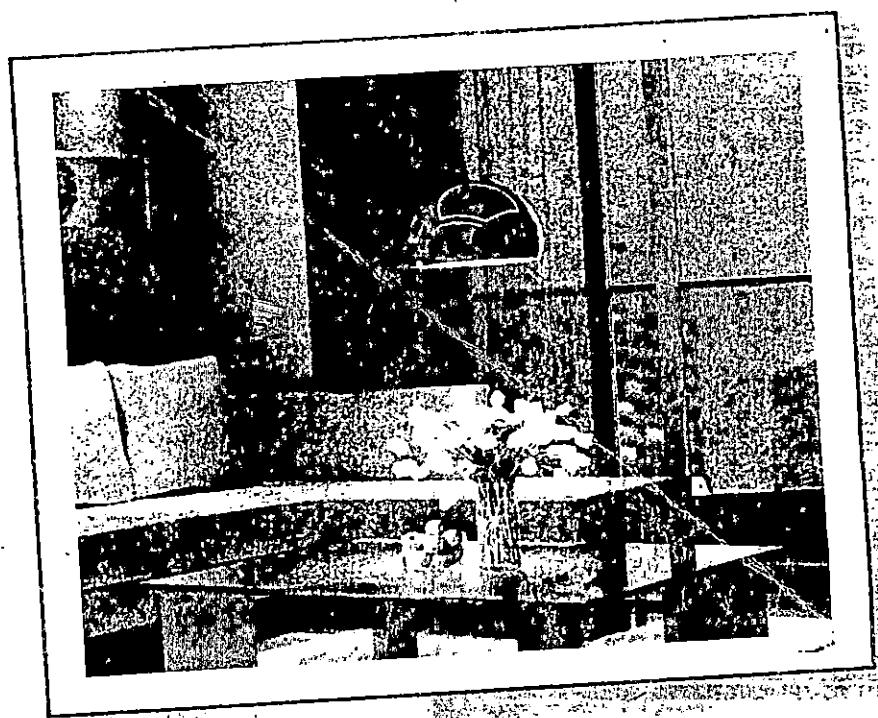


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MR. KISHOR CHANDRA SAHU &
MRS. SHRADDHANJALI SAHU

anant
apurva

FLAT NO.: 302 ON 3RD FLOOR
IN A WING OF

~~ANANT~~ / APURVA

AGREEMENT FOR SALE

7969 4495 7845



Customer's Copy	
THE KAPOL CO-OP. BANK LTD.	
FRANKING DEPOSIT SLIP	
Branch: <u>BORIVALI</u>	Date: <u>18/12/09</u>
Pay to: Acct. Stamp Dur <u>210078</u>	
Franking Value Rs. <u>78050</u>	
Service Charges Rs. <u>10</u>	
TOTAL Rs. <u>78060</u>	
Name of the person for whom stamp duty is impressed	
Name & Address of the Stamp duty paying party	
<u>MR. KISHOR .C. SAHU</u>	
Tei./ Mobile No. <u>28926428</u>	
DD/ Cheque No. <u>CASH</u>	
Drawn on Bank	
दस्त क्रमांक <u>6952</u>	12009
AGREEMENT FOR SALE OF FLAT <u>9/10</u>	

THIS AGREEMENT FOR SALE OF FLAT made and entered into at Thane this 19TH day of DECEMBER 2009 BETWEEN M/S. CHHEDA DEVELOPMENTS, a Partnership firm registered under the provisions of Indian Partnership Act, 1932 having its principal place of business at 109-111, Goyal Shopping Area, near Railway Station, Borivali (West), Mumbai - 400 092 and address for the purpose of these presents at, Survey No. 302, 303, Subhash Road, Mira Road (W), Dist. Thane, hereinafter referred to as "THE PROMOTERS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include partners or partner for the time being of the partnership firm, the survivors or survivor of them and the heirs, executors, administrators and assigns of last such survivor) of the ONE PART

AND

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

Indian inhabitants, having their address for the purpose of these presents at RAILWAY COLONY, QTR NO. 49/10, NEAR RAILWAY 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.

Y. KISHOR CHANDRA SAHU . - 1.

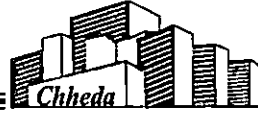
Y. Shraddhanjali Sahu.

M/s. CHHEDA DEVELOPMENTS

[Signature]
Partner

MAHARASHTRA
SPECIAL REGISTER
ADDRESS
DEC 18 2009
127565
53060
R. 00780501-P85498
16:20

FOR THE KAPOL CO-OP. BANK LTD.
Authorised Signatory
Borivali Branch, Bhandarkar Bhavan,
S.V. Road, Borivali (W),
Mumbai-400 092.
M/C.R. 1061/09/05/2005-2008

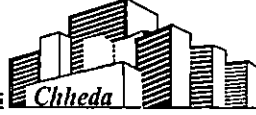


W H E R E A S:

- a) The agricultural lands/property bearing old Survey no.303 corresponding New Survey no.179 Hissa No.1A admeasuring 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 16th 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 Thane, No. 4/04080/2007, the said M/s.Ranawat Builders assigned Development rights to the Promoters to develop multi-storeyed buildings on the said larger land more particularly described in the First & Second Schedule hereunder written and as specifically shown in the layout plan annexed thereto, on the terms and conditions mentioned therein;
- f) The said larger land as per the D. P. falls under Residential Zone and within the jurisdiction of Mira Bhayandar Municipal 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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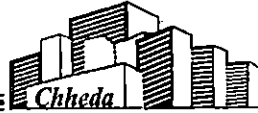


- h) A copy of the Title Certificate issued by the Advocates of the Promoters, copies of the 7/12 extracts showing the nature of the title of the said larger land on which the building is constructed, a copy of the N.A. Order, copies of the aforesaid ULC Orders and a copy of the floor plan of the flat 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;
- l) 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 "OWNER'S WILL" and enter into agreement with them and receive considerations thereon directly;
- m) The Flat Purchaser is aware that while sanctioning the said plans for the said building the concerned local authorities and/or government have laid down /may lay down certain terms, conditions, stipulations 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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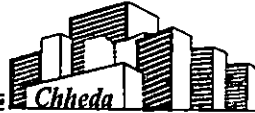
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दस्ता क्रमांक ७९२ /२००९
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- n) The Flat Purchaser shall be entitled to only the flat which they have agreed to purchase under this Agreement and shall not be entitled to any other flat or construction 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 allotted 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, 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 of 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 hereinbefore mentioned documents, writings, papers and plans which are referred to in this Agreement and is aware of the terms and conditions thereof;
- r) The Flat Purchaser hereby makes a declaration that neither himself nor anyone of his family owns a tenancy/house/flat/shop nor any in any urban agglomeration within Maharashtra;
- s) With full knowledge of what is recited above and subject to the 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 known as "~~ANANT~~ / APURVA" being constructed/ constructed by the Promoters;

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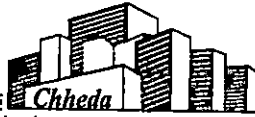
- t) In this Agreement unless the context otherwise implies the expressions defined hereunder shall have the respective meaning assigned to them;
- u) The singular wherever used shall include plural and vice versa;
- v) The masculine gender used herein shall include feminine gender wherever applies;
- 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.
2. The Promoters shall, under the normal conditions and subject to the 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 premises as the situation and the circumstances of the case may require. The Flat Purchaser hereby expressly consents to such variations as if the said variations had been incorporated in the approved plans. Due to the said unavoidable modifications if any dispute arises between the Promoters and Flat Purchaser regarding the allotted area or price of allotted premises the Promoters will cancel the allotment of said premises with immediate effect and the Flat Purchaser will surrender his/her/their right/title of the allotment of the Said premises to the Promoter 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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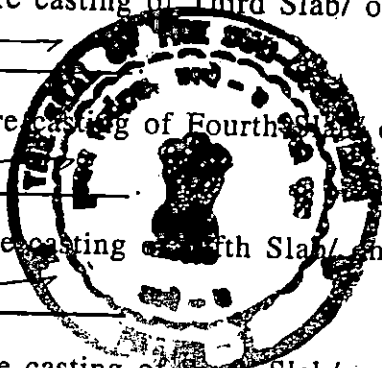
bearing Flat No. 302 on 3RD floor in "A" wing of the Building known as "~~ANANT~~ / APURVA" of carpet area admeasuring 541 sq. ft., as per Municipal approved plans as shown in the plan thereof, copy whereof together with the Commencement Certificate issued by the Mira Bhayander Municipal Corporation 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 LAKH SIX THOUSAND EIGHT HUNDRED SIXTY NINE ONLY only)

S. Sahu

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 EXHIBIT-A & AS PER ULC ORDER NO ULC/TA/ATP/SR-20/SR 910+850 RATE P. SQ. 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 :-

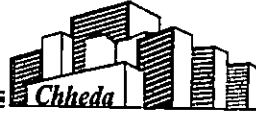
- i. Rs. 11000/- Earnest or Deposit Money paid on or before execution of this agreement.
- ii. Rs. _____/- on or before completion of footing/ on or before _____.
- iii. Rs. _____/- on or before completion of Plinth/ on or before _____.
- iv. Rs. _____/- on or before casting of First Slab/ on or before _____.
- v. Rs. _____/- on or before casting of Second Slab/ on or before _____.
- vi. Rs. _____/- on or before casting of Third Slab/ on or before _____.
- vii. Rs. _____/- on or before casting of Fourth Slab/ on or before _____.
- viii. Rs. _____/- on or before casting of Fifth Slab/ on or before _____.
- ix. Rs. _____/- on or before casting of Sixth Slab/ on or before _____.

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x. Rs. _____ /- on or before casting of Seventh Slab/ on or before _____.

xi. Rs. _____ /- on or before casting of Eighth Slab/ on or before _____.

xii. Rs. _____ /- ~~on or before casting of Ninth Slab/ on or before _____.~~

xiii. Rs. 495,869 /- on or before completion of external and internal masonry work / on or before 10/01/2010

xiv. Rs. _____ /- on or before completion of internal and external plaster / on or before _____.

xv. Rs. _____ /- on or before completion of tiling work/ on or before _____.

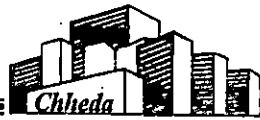
xvi. Rs. _____ /- within 7 days from the date on which the Promoters give to the Flat Purchasers, a written intimation that the said premises are ready for occupation irrespective as to whether the Flat Purchasers take possession thereof or not.

The time for each of the aforesaid payments as well as other payments to be made by the Purchaser/Flat Purchasers to the Promoters shall be the essence of the contract. The Promoters will forward to the Purchaser/s the intimation of the Promoters having carried out the aforesaid work at the address given by the Flat Purchaser under this Agreement and the Flat Purchaser will be bound to pay the amount of installments within eight days of Promoters dispatching such intimation by Courier or under Certificate of Posting at the address of Flat Purchaser as given in these presents;

4. The list of specification and amenities to be provided in the Flat agreed to be purchased by the Flat Purchaser is described in the Fourth Schedule hereunder written.
5. The percentage of the undivided interest of the Flat Purchaser in the Common areas and facilities limited or otherwise pertaining to the said premises shall be in proportion of the area of the said premises to the entire area of all the flats/shops of the said building only.
6. The Flat Purchaser shall have no share, right, title, interest or claim of any nature whatsoever into or upon the said larger land and said building and/or any area and/or common amenities save and except in said premises allotted to him/ her/them.

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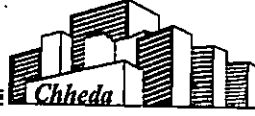


7. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority, ULC authorities, etc at the time of sanctioning the said plans or thereafter and shall before handing over 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.
8. 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 the Flat Purchaser 15 days' prior notice in writing of their intention to terminate the Agreement and specifying the breach or breaches of the terms and conditions on account of which the Promoters intend to terminate the Agreement and if the Flat Purchaser continues the default in remedying such breach or breaches after the expiry of the stipulated period of fifteen days from the date of such notice from the Promoters. It is further agreed that upon termination of this Agreement as stated herein the Promoters shall refund to the Flat Purchaser the installments of 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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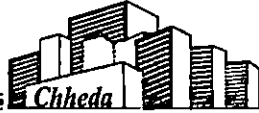


Promoters shall not be liable to pay to the Flat Purchaser any interest on the amount so refunded and upon termination of this Agreement, the Promoters shall be at liberty to dispose of and sell the said premises to such person or persons at such price and on such conditions as the Promoters may desire 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.

9. (a) Possession of the said premises shall be delivered to the Flat 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;
- (b) Upon the possession of the said premises being delivered to the Flat Purchasers, he/she shall be entitled to the use and occupation of the said premises. Upon the Flat Purchasers taking possession of the said premises he/she shall have no claim against the Promoters in respect of any item of work in the said premises which may be alleged not to have been carried out or completed and the Flat Purchasers shall be deemed to have inspected the same thoroughly and found the same without defect in 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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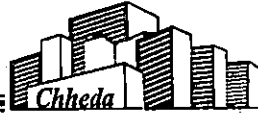
10. Possession of the said premises shall be delivered by the Promoters to the Flat Purchasers latest by JAN 2010. The Promoters shall not incur any liability, if they are unable to deliver possession of the said premises by the date aforesaid if the completion of the building or the making of the premises 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 specified in clause (10) above), the Promoters are unable/fail to give possession of the said premises to the Flat Purchaser before or on the date agreed to be provided between the parties hereto, then and in such case, the Flat Purchaser shall be entitled to give notice to the Promoters terminating this agreement and in that event the Promoters shall within eight weeks from the receipt of such notice refund/cause to be refunded to the Flat 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 amounts, 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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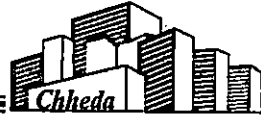
12. It is expressly agreed that the Promoters shall have an irrevocable and perpetual right and be entitled to put a hoarding on the said larger land or any parts of the building or buildings or said new building including in the terrace and on the parapet wall of the said property and the said hoardings 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/they are aware that the Promoters are likely to receive additional F.S. and/or development rights from the said larger land/ adjacent property and/or from other adjoining properties to form part of a common layout and in the event of the Promoters receiving such additional F.S. and/or development 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 land/adjacent property in the open compound as may be permissible either as Annexed Building or as an independent building as the Promoters may in their absolute discretion think fit and proper 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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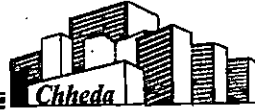
reference or recourse or consent of the Flat Purchaser in any manner whatsoever and the Flat Purchaser agrees not to dispute or object to the same. The rights hereby reserved by the Promoters shall be available to them even after the Society or Condominium or a Limited Company is formed of the Flat Purchasers.

14. 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 utilize 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 are fulfilled by them, the Promoters shall not be bound and/or be taken up by the Flat Purchaser or required to form any Cooperative Society, Limited Company or Condominium of Apartments, as the case may be and the Flat Purchaser agrees and irrevocably consents not to raise any demand or dispute or objection in that behalf. The Flat Purchaser and of their any common organisation agrees not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the grounds of inconvenience and/or nuisance while putting up such additional construction mentioned above in this Agreement.

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

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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.

16. 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, outgoing, 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 and premises thereof and payable either by the Owners or occupiers and (c) the proportionate share of all other outgoing in respect of the said premises or building and the layout or complex, including other taxes, insurance, common lights, sanitation, additions and alteration, repairing, repair and maintenance of lift, color washing, water supply by municipality and/or private agencies to the respective premises holders, salaries and charges of bill Collector, Clerks, Chowkidars, Sweepers etc. and (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 outgoing as may be determined. The Flat Purchaser further agrees

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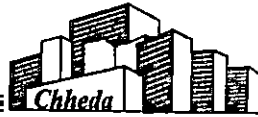
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that till the Flat Purchaser's share is so determined the Flat Purchaser shall pay to the Promoters provisional monthly contribution of Rs. 1040/- per month towards the outgoings. The amounts so paid by the Flat Purchaser to the Promoters shall not 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 be 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 be sold and disposed off by the Promoters. The Promoters will also be entitled to the refund of the Municipal Taxes on account of the vacancy of the unsold premises.

17. The Flat Purchaser shall not use the said flat or any part thereof or permit the same to be used for purpose other than residence and shall use the non-residential premises as per Municipal Rules only. He 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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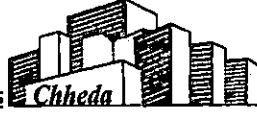


to damage the construction or structure of the Building or are objected to by the concerned local or other authorities, and shall not carry or cause to be carried heavy packages to the upper floors which are likely to damage the staircases, common passages or any other structure of the Building including 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 provision 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 Purchaser in respect of the said premises.
22. The Flat Purchaser shall 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 or any part thereof to view and examine the state and condition thereof and the Flat Purchaser shall make good within three weeks, of the giving of notice, 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 services, 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.

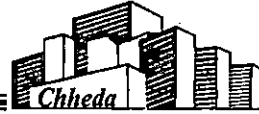
23. It is clearly understood and agreed by and between the parties hereto that the Promoters shall have the unqualified and unfettered right to sell on ownership basis to any one of their choice the terrace above the top floor of the said building subject to the necessary means of access to be permitted 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 legitimate 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 AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space in front of adjacent to the Flat on any Floor and the terrace spaces in front of adjacent to the Flats on the other floors of the said Building shall belong to the Promoters unless allotted by the Promoters to the respective allottee of the terrace flat and in that event in accordance with such allotment 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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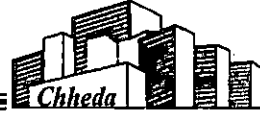
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24. The Flat Purchaser shall permit the Promoters and their surveyors and agents, with or without workmen and other, at all reasonable times to enter into and upon the said land and premises or any part thereof to view and examine the state and condition 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 authority or T.D.R. F.S.I. is permitted to be consumed on the said property and as a result thereof the Promoters become entitled 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 premises 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 his irrevocable and unconditional consent to the Promoters availing the benefit of construction of the additional floors area and/or buildings or structures under the rules and regulations of the local authority and agree that no further consent written or oral shall be required from the Flat Purchaser for the said purpose.
28. If the Reliance Energy, TATA Limited and/or E.E.S. & 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;
31. 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 comprising the said premises including the terrace walls, parapet walls and compound walls and shall be exclusively entitled to the benefit that may be derived by display of the said advertisements or hoardings or sign boards hereafter. The Promoters and/or their nominee or assigns shall also be solely entitled to install cables, satellite and communication equipments, V-Sat Antenna and Broadcasting and Communication Towers on the Terrace of the buildings and to appropriate the entire 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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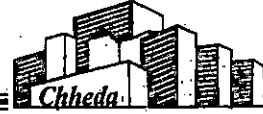


of the Promoters or their nominee or nominees or assignees and the Flat Purchaser shall not be entitled to raise any objection or to any reduction in the price of the flat/garages/parking spaces agreed to be acquired by him/her/them/itself and/or compensation or damages on the ground of inconvenience 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.
33. 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 premises owned by him/her/them. If he/she/they are found to have done the aforesaid act he/she/they will be liable to pay repairing charges of the damaged portion as and when demanded by promoters/managing committee/society immediately in advance.
34. The Flat Purchaser shall not at any time demolish or cause to be demolished the said premises or any part thereof or shall at any time make or cause to be made any additions or alterations of whatsoever nature to the said premises or any part thereof nor any alteration 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

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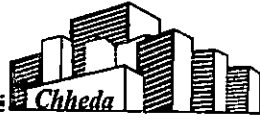
particular so as to support, shelter and protect the other parts of the said building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. Partis or other structural members in the said premises without the prior written permission of the Promoters and/or the 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 intended to be or shall be construed as a grant, demise or assignment in law of the said premises or of the said plot and building or any part thereof. The Flat Purchaser shall have no claim, title and interest in respect of the premises hereby agreed to be sold to him and all other 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

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stilt to the persons 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 towards monthly contribution by the Flat Purchaser to the Promoters under the agreement are paid and the prior written consent of the Promoters is obtained. The Promoter reserves the right to charge additional Non-Occupancy charges of the said premises being let, sublet, etc.
40. The Flat Purchaser and person to whom the said premises are sub-let, transferred, assigned or given possession thereof, shall from time to time, before and/or after taking possession, sign all applications, papers and documents and do all acts, deeds and things which 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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41. The Flat Purchaser and the persons to whom the said premises are sub-let, 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 possession 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 Purchaser, if any changes or alterations or amend-ments 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 of the Promoters. The Flat Purchaser shall be bound from time to time to sign all papers and documents and to do all deeds, matters and things as may be necessary from time to time for safeguarding the interest of the Promoters and/or the other Flat Purchaser of the said other premises in the said Building or in the said 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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(c) The Flat Purchasers hereby agree and undertake that the Society shall always bear the name "~~APURVA~~ / 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.

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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 Co-operative 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.
44. 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 building plans are submitted to and sanctioned by the Mira Bhayander Municipal Corporation as a group Housing and U.L.C. authorities also accept the same. Presaid sanction and such FSI that may be constructed while constructing building in which the same would be less than the area of the land or 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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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.

46. 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 pursuance thereof. When the Co-operative Society and/or condominium is registered and all the amount due and payable to the Promoters are paid in full as aforesaid and the development of the entire property is completed in all respects, the Promoters shall execute a Deed of Assignment/Conveyance and other necessary assurances of the said entire property described 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 completion of the said building and receipt by the Promoter of the total consideration money receivable by them, a deed of conveyance is executed in favour of the co-operative society and if on the date of such conveyance the said building is not fully constructed or the said land has not been disposed of by the Promoter on ownership basis or if the Promoters have not obtained in full the consideration money receivable by them from all persons who obtain the flats, shops, and other portions in the said land then and in any such events the Promoters shall have the right to construct and

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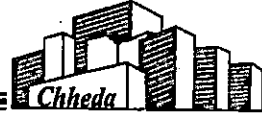


complete the said buildings and to dispose of the unsold flats/shops, garages and/or other portions of the said land and/or to receive the consideration money even though such conveyance is obtained in favour of the co-operative society. Adequate provisions for the above shall be made in the deed of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

48. 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 Co-operative 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.
50. (a) The Stamp Duty and Registration Charges and all other out of pocket expenses of and incidental to the said Agreement shall be borne and paid by Flat Purchaser alone. This Agreement shall be lodged for Registration by the Flat Purchaser within the time prescribed under law and the Promoters will attend the Sub-Registry Office and admit the execution thereof after the Flat Purchaser giving copy of lodgment receipt to inform them the date and Serial Number under which it is lodged for registration. If the Flat Purchaser/s fail/s to lodge this Agreement for Registration within the time prescribed by law and 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/

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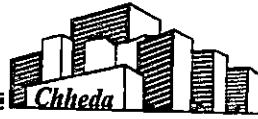


they have not registered this agreement before the Sub-Registrar of Assurances. The Flat Purchaser should produce Photocopy of registration receipt at the time of taking possession. The Flat Purchaser shall also be liable to bear and pay the proportionate stamp duty and registration charges that may 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;
51. 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 maintenance security, water charges, common electricity charges etc. in case of the conveyance is executed in favour of the co-operative society before the disposal by the Promoters of all flats/shops, open/stilt parking space in building 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 each said premises are sold to the persons of the choice and at the discretion of the Promoters the co-operative society shall admit as members the purchasers of such flats/shops without charging any premium 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:-

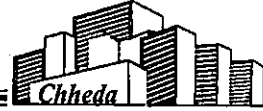
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RAILWAY COLONY QTR No. 49/10,
NEAR RAILWAY STION P.F. No 1,
KANDIVALI (W), MUMBAI.

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 of 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.
56. The transaction covered by this contract at present is understood to be a sale eligible to tax under sales tax law, service tax, etc. If however, by reason of any amendment to the Constitution of India or amendment of any other law, Central or State law, this transaction is held to be eligible to tax as a sale or otherwise, either as a whole or in part any inputs or materials or equipments used or supplied in execution of or in connection with this transaction are eligible to tax, the same shall be payable by the Flat Purchaser along with other Flat Purchasers on demand at any time, without raising any objection/query or otherwise, within seven days of the demand being made by the Promoters. It is expressly understood by the Flat Purchasers that the amounts mentioned in this agreement in the earlier paras do not include

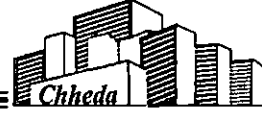
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- any taxes as mentioned above.
57. The Promoters shall enter into separate agreement with the acquirers of different premises in the said building(s) to be constructed on the said larger land and/or adjacent property on the terms and conditions substantially 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.
58. 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.
59. 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.
60. 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.
61. For all or any of the purpose herein the Flat Purchaser hereby grants or shall be deemed to have been granted to the Promoter irrevocable consent to do all acts, deeds, things, matters, schemes, terms, conditions and other provisions relating to the said land and building and every part thereof as may be required by the Promoter and to that end and intend the Flat Purchaser hereby irrevocably nominate, constitute and appoint the Promoters as the Flat Purchaser's true and lawful attorney to do and perform all that may be fit, requisite and/or desired to be done and/or performed by the Promoter in its discretion.
63. The Income Tax PAN of the parties are as follows:
- | Name | PAN |
|---|--------------|
| CHHEDA DEVELOPMENTS.
(PROMOTERS) | AAFFC25V7P |
| MR. KISHOR CHANDRA SAHU & | AVQPS 6870B. |
| MRS. SAHU SHRADDHANJALI SAHU | |

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(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 admeasuring 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.

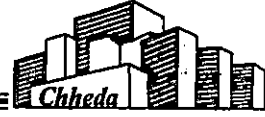
(B) LIMITED COMMON AREAS AND FACILITIES:

- (i) Landing in front of the stairs on the floor on which the particular flat is located, as a means of access to the flat but not for the purpose of storing or as a recreation area or for sleeping;
- (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 floors available to all residents and visitors;

The Flat holder will have proportionate undivided interest in the above

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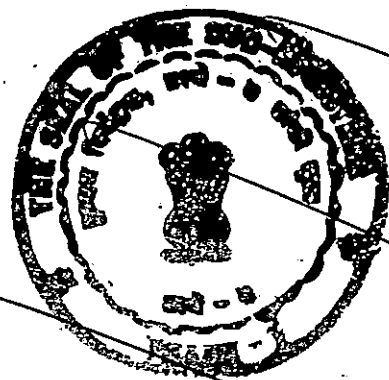


THE FOURTH SCHEDULE ABOVE REFERRED TO

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.

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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 Developments

by the withinnamed PROMOTERS)

M/S. CHHEDA DEVELOPMENTS)

in the presence of _____)

[Signature])

[Signature])

SIGNED AND DELIVERED by)

the withinnamed "FLAT PURCHASER")

Shri/Smt./Ms KISHOR CHANDRA)

SAHU &)

MRS. SHRADDHANJALI SAHU)

in the presence of _____)

[Signature])

[Signature])

RECEIVED of and from the withinnamed)

Purchaser a total sum of)

Rs. 11000/- (Rupees ELEVEN))

THOUSAND ONLY)

being the amount mentioned in Clause)

4 payable by them to us on execution)

of these presents.)

Rs. 11000/- /-

WITNESSES

1. [Signature]
2. [Signature]



I SAY RECEIVED

[Signature]

(PROMOTERS)



Authorised Signatory



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ANNEXURE - I

Tushar S. Shiltri
Advocate

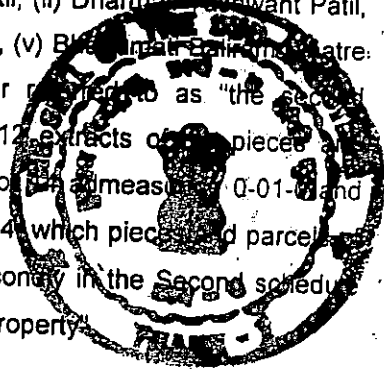
103, Navnath Prasad
Ghantali Devi Mandir Road
Naupada, Thane 400 602
Tele: + 91 22 2539 1179
Fax: + 91 22 2542 2110
E-mail: tushars@gmail.com

TO WHOMSOEVER IT MAY CONCERN

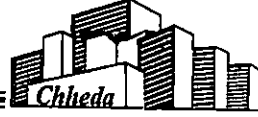
Re: - Development of property situate, lying and being at Village Navghar, Bhayandar, Taluka and District Thane bearing Old Survey No. 302 New Survey No. 181 Hissa No. 9 and Hissa No. 14, Old Survey No. 303 New Survey No. 179 Hissa No. 1/A and 5.

(1) The names of (i) Premabai Baliram Kasar, (ii) Neerabai 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 Patil, (xi) Vishal Baban Patil, (xii) Archana Keshav Patil, (xiii) Sangita Kanchan 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) Dharmaji Yashwant Patil, (iii) Anant Yashwant Patil, (iv) Babibai Kisan Patil, (v) Bhaunrata Baliram Mhatre and (vi) Manjula Ramakant Mhatre (hereinafter referred to as "the second property owners") have been inserted in the 7/12 extracts of pieces and parcels of land bearing Survey No. 302 Hissa No. 14 admeasuring 0-01-0 and Survey No. 303 Hissa No. 1/A admeasuring 0-25-4 which pieces and parcels of land are more particularly described first and secondly in the Second schedule hereunder written and referred to as "the second property".



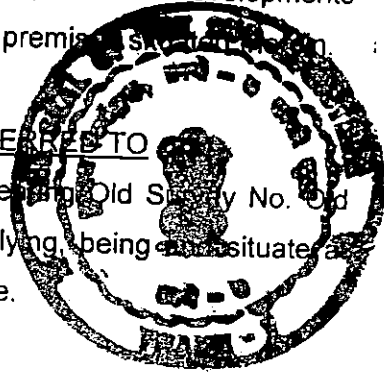
ट.न.न.-७
दस्त क्रमांक ५९६/२००९
३२/८०



- (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 aforesaid, 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. Chheda Developments have rights to construct the four buildings and sell the premises.

THE FIRST SCHEDULE ABOVE REFERS TO

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



ट.न.न.-७
दस्त क्रमांक ११६/२००९
३३/८७



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

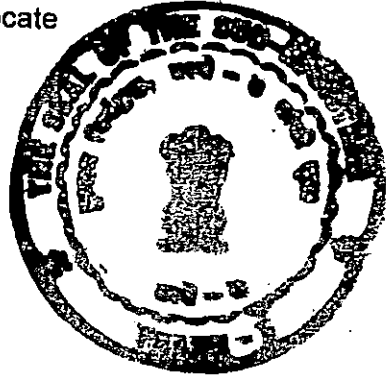
Firstly: - All that piece or parcel of land or ground bearing Old Survey No. Old Survey No. 302 New Survey No. 181 Hissa No. 14, lying, being and situate at Village Navghar, Bhayandar, Taluka and District Thane.

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

Dated this 28th day of May, 2007

T.S. Shilotri

T. S. Shilotri
Advocate



ट.न.न.-७
दस्त क्रमांक ७७५/१००९
३४/०७



ANNEXURE - II

गांव नमुना सात (अधिकार अभिलेख पत्ररक)

गांव - नवधर

तालुका - ठाणे

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

जु. स. (३०२/१४)

भूमापन क्रमांक	भूमापन क्रमांकाचा उपविभाग	भूधारणा पध्दती	भोगवटादाराचे नांव	कुळाचे नाव
न.स. १८१	१४		(६६२) (५२) (१११८) (२०३३)	खाते क्र ८८
शेतीचे स्थानिक नांव		(६५१)	पिंताभग मराठंग पटिल	
लागवडी योग्य क्षेत्र		हे. आर. प्रति	धर्माजी मराठंग पटिल	
		०-०१-०	भगेंगे मराठंग पटिल	(२५०) (६६२) (१०३६)
एकूण		०-०१-०	खरखीदार किदाग पटिल	(२०३३)
पो. ख. (लागवडी योग्य नसलेले)			भानुमती कळिदास भुडंग	इतर अधिकार - तुकडी (२५)
वर्ग (अ)			मैजुळा मराठंग भुडंग	(६६८)
वर्ग (ब)				३४२
एकूण				(१६६)
आकारणी जुडी किंवा विशेष आकारणी		०-०५		सिमा आणि भूमपन चिन्हे

गाव नमुना बारा (पिकांची नोंद वही)

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

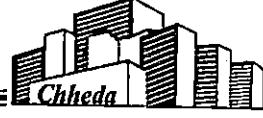
वर्ष	हंगाम	पिकाखालील क्षेत्राचा तपशील									लागवडीसाठी उपलब्ध भूखेती जमीन		जलसिंचनाचे साधन	जमीन करणाराचे नाव	शेरा
		मिश्र पिकाखालील क्षेत्र					निर्मळ पिकाखालील क्षेत्र				स्वरूप	क्षेत्र			
		३ मिश्रणाचा संकेत क्रमांक	४ जल सिंचित	५ अजल सिंचित	घटक पिके व प्रत्येका खालील क्षेत्र		६ पिकाचे नाव	७ जल सिंचित	८ अजल सिंचित	९ पिकाचे नाव					
१	२		हे. आर.	हे. आर.		हे. आर.	हे. आर.		हे. आर.	हे. आर.		हे. आर.			

अस्सल वरदुकून खरी नकल दिली असे.

गारवे



ट.न.न.-७
दस्त क्रमांक ७१६२/२००९
३५/८०



ANNEXURE - II

गांव नमुना सात (अधिकार अभिलेख पत्ररक)

गांव - नवलधर

जु. स. (२०३) ^{(महाराष्ट्र जमीन अधिकार अभिलेख आणि नोंदवहा (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यांतून नियम ३, ५, ६ आणि ७)}

तालुका - ठाणे

भूमापन क्रमांक	भूमापन क्रमांकाचा उपविभाग	भूधारणा पध्दती	मोगवटावाराचे नांव	कुळाचे नाव
न.स. १४९	१ म		(९३९) (५९) (११९०) (२४३३)	खाते क्र ८८
शेतीचे स्थानिक नांव		(५२५) (७५१)	चिंतामण मशायंग पट्टिल धर्मजी मशायंग पट्टिल जगंग मशायंग पट्टिल आळीबाई फिसन पट्टिल भागुमती खरीराम म्हाज मंजुका रमाकांग म्हाज (३४२)	(२७९०) (९३९) (११९०) इतर अधिकार - तुकडा (९०८) (६६८) (२४३३)
लागवडी योग्य क्षेत्र		हे. आर. प्रति		
एकुण		०-२४-४		
पो. ख. (लागवडी योग्य नसलेले)				
वर्ग (अ)		०-०१-०		
वर्ग (ब)				
एकुण		०-०१-०	(५२५०)	
आकारणी जुडी किंवा विशेष आकारणी		१-८८	(२०६६)	सिमा आणि भूमापन चिन्ह

गांव नमुना बारा (पिकाची नोंद घरी)

(महाराष्ट्र जमीन मसमूल अधिकार अभिलेख आणि नोंदवहा (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यांतून नियम २९)

हंगाम	पिकाखालील क्षेत्राचा तपशिल									लागवडीसाठी उपलब्ध नसलेली जमीन		जलसिंचनाचे साधन	जमीन कारभाराचे नाव	शेरा
	मिश्र पिकाखालील क्षेत्र					मिळकट पिकाखालील क्षेत्र				स्वरूप	क्षेत्र			
	मिश्र पिकाचा संकेत क्रमांक	जल सिंचित	अजल सिंचित	घटक पिके व प्रत्येका खालील क्षेत्र		पिकाचे नाव	जल सिंचित	अजल सिंचित						
१	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६
		हे. आर.	हे. आर.		हे. आर.	हे. आर.		हे. आर.	हे. आर.		हे. आर.			

2006
2007

अस्तित्त्व बरकरार खरी नकल दिली असे.

तारीख १५/१२/०९



ट.न.न.-७
दस्ता क्रमांक ५१५/२००९
३६/०९



ANNEXURE - II

गाव नमुना सात (अधिकार अभिलेख पत्रक)

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

गाव - नवघर
तालुका - ठाणे

जु.स. (३०३) ५

पुमापन क्रमांक	पुमापन क्रमांकांचा उपविभाग	पुमारणा पध्दती	भोगवट्यादाराचे नांव	कुळाचे नाव
न.स. १०९	५		(१९) (२०) (२३५) (२०९) (२२) प्रेमराज कृष्णराज काधार	खाते क्र. १५५
शेतीचे स्थानिक नांव			१) निराधर हरिहर पटेल	
लागवडीचे योग्य क्षेत्र			२) नंदफाग हरिहर पटेल	
हे. आर. प्रति			३) कुमार हरिहर पटेल	
एकूण			०-०२-०	
०-२-०			४) जयश्री कामादान भारी	
पो. ख. (लागवडीचे योग्य नसलेले) वर्ग (अ) वर्ग (ब)			५) शांदा नंदोत्तम भारी	
एकूण			६) प्रमिला परशुराम ठाकर	
आकारणी जुडी किंवा विशेष आकारणी			७) सुप्रिया लखण पटेल	
०-१६-			८) निमिष लखण पटेल	
			९) विनायक लखण पटेल	
			१०) अर्पणा केदार पटेल	
			११) लक्ष्मी कामादान भारी	
			(२३५) (२०९)	

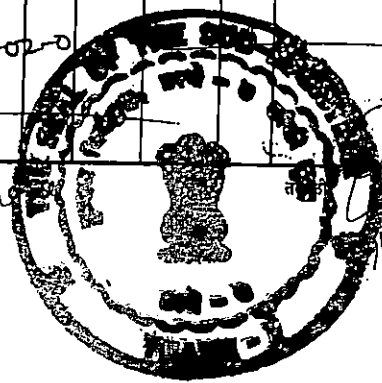
गाव नमुना बारा (धिकार नोंदवहा)

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

वर्ग	हेगाव	पिकाखालील क्षेत्राचा तपशील									लगवडीसाठी उपलब्ध नसलेली जमीन		जलसिंचनाचे साधन	जमीन कारभाराचे नांव	शेरा
		मिळपिकाखालील क्षेत्र					निर्विक पिकाखालील क्षेत्र				स्वरूपा	क्षेत्र			
		मिळपिकाचा संकेत क्रमांक	बला स्थिति	अवतल स्थिति	घटक पिके व प्रत्येका खालील क्षेत्र			पिकाचे नाव	बला स्थिति	अवतल स्थिति					
१	२		हे. आर.	हे. आर.		हे. आर.	हे. आर.		हे. आर.	हे. आर.		हे. आर.			

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२०१५

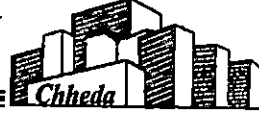
११/०-०२-०



असल बरहुकुम खरी नकल दिली आहे.

तारीख १५/११/१५

ट.न.न.-७
दस्ता क्रमांक ५१६ १२००९
३०/१५



ANNEXURE - II

गाव नमुना सात (अधिकार अभिलेख पत्रक)

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

गांव - नवधर
तासुका - ठाणे

बु.स. (3020)

भूमापन क्रमांक	भूमापन क्रमांकाचा उपविभाग	पूषारणा पध्दती	भोगकदादादाचे नांव
न.स. १९१	९		(१५२) (२३९) (२७१७) (११७९) (१२२) प्रभाकराई कळकाम जाधव
शेतीचे स्थानिक नांव (७११)			१) गिराधर हरिचंद्र पटिल
लागवडीचे योग्य क्षेत्र			२) नंदबकांत हरिचंद्र पटिल
हे. आर. प्रति	०-१२-९	एकूण	३) कुमार हरिचंद्र पटिल
			४) भरत हरिचंद्र पटिल
०-००-५	एकूण	०-१२-९	५) जयश्री आत्मादास भारी
			६) शांदा नंदकाम भारी
०-००-५	एकूण	०-००-५	७) प्रमिला परशुराम रावठार
			८) युशिकी खडगा पटिल
१-३१	एकूण	१-३१	९) नितीम खडगा पटिल
			१०) विशाल खडगा पटिल
आकारणी			११) अर्यमा कश्यप पटिल
कुडी किंवा विशेष आकारणी			१२) दशमिणी कान्धोल म्हाड

कुळाचे नाव
खते क्र. १९५

(१०२४) (२५१) (२३९)

शहर अधिकार - तुकडा (२०८)

सिमा आणि भूमापन चिन्हे

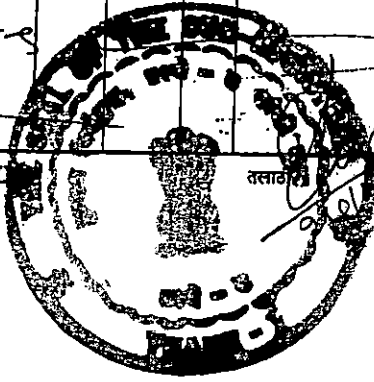
गाव नमुना बारा (पिकांची नोंदवही)

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

क्र. सं.	हंगाम	पिकांखालील क्षेत्राचा तपशील									लागवडीसाठी उपलब्ध नसलेली जमीन		जलसिंचनाचे साधन	जमीन कारणाचे नांव	शेरा
		मिठा पिकांखालील क्षेत्र			निसेक पिकांखालील क्षेत्र			घटक पिके व प्रत्येका खालील क्षेत्र			स्वरूप	क्षेत्र			
		१	२	३	४	५	६	७	८	९					
		हे. आर.	हे. आर.	हे. आर.	हे. आर.					हे. आर.	हे. आर.		हे. आर.		

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पत्र ०१४९



असत वरतुक्रम खरी नकल दिली आहे.

तारीख १५/११/०१

तसावरी

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३५/७७



ANNEXURE - III

विभागीयकारी कार्यालय ठाणे
दिनांक 30 OCT 2006

वाचले :-

- १) श्री.चिंतामण यशवंत पाटील व श्रीमती प्रेमाबाई बळीराम कासार यांचे कुळमुखत्यारी श्री सयई सिंग राणावत रा. शक्ती विहार, सुहास नगर, मिरा रोड, भाईदर ता जि ठाणे या दि. १०/५/२००६ रोजीचा अर्ज.
- २) तहसिलदार ठाणे यांचा चौकशी अहवाल क्र.जमीनवाव/२/वशी-९२/०६ दिनांक १३/६/२००६
- ३) अपर जिल्हाधिकारी व सक्षम प्राधिकारी ठाणे नागरी संकुलन ठाणे यांचे कडील आदेश
१) क्र. युएलसी/ टीए/डब्ल्युएसएचएस-२०/एसआर-८५० दि.१०/३/१९९५ २) क्र. युएलसी/ टीए/डब्ल्युएसएचएस-२०/एसआर-९१० दि.१०/७/१९९५ ३) शासनाचे नगर विकास विभागा कडील पत्र दिनांक १०/१०/२००६ ४) क्र मुदत १०/२००६/ प्र क्र ६३१/नाजकथा-२ दि.८/७/२००६
- ४) मिरा भाईदर महानगरपालिका यांचे कडील बांधकाम परवानगी क्र.सिभा/मनपा/नुर /२४९/२००६-०७ दिनांक १९/४/२००६
- ५) सामान्य शाखा (भूसंपादन) यांचे कडील पत्र क्र. सामान्य/का-४/टे-३/भूसं/एसआर-४९० दि. १५/६/२००६
- ६) दि इस्टेट इन्व्हेस्टमेंट कंपनी कडील नागरकत दाखला क्र. आरई-८१९ दि. ७/९/२००६
- ७) दि.१०/५/२००६ रोजीच्या दैनिक ' महाराष्ट्र जनमुद्रा ' मधील जाहीरनामा
- ८) अर्जदार यांचे दि. १२/९/२००६ रोजीचे हमीपत्र
- ९) उप विभागीय अधिकारी, ठाणे विभाग ठाणे यांचे कडील आदेश क्र टीडी/टे-६/कुव/विप/एसआर ८१/०६ दि.६/६/२००६

आदेश :-



ज्या अर्थी, श्री.चिंतामण यशवंत पाटील व श्रीमती प्रेमाबाई बळीराम कासार यांचे कुळमुखत्यारी श्री सयई सिंग राणावत रा. शक्ती विहार, सुहास नगर, मिरा रोड, भाईदर ता जि ठाणे यांनी ठाणे जिल्ह्यातील ठाणे तालुक्यातील मांजे-नवघर येथील स.नं. १८१/९, १८१/१८, १७९/१अ, १७९/५(जुना स.नं.३०२/९, ३०२/१४, ३०३/१अ, ३०३/५) मधील आपल्या मालकीच्या जमीनीतील क्षेत्र ४३८०-०० चौ.मी एवढ्या जागेचा रक्कित या विंगर शेतकी प्रयोजनार्थ वापर करण्याची परवानगी मिळण्या वावत अर्ज केलोला आहे.

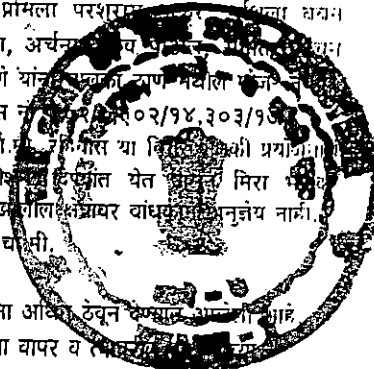
आणि ज्या अर्थी दि.१०/५/२००६ रोजी अर्जदार यांनी दैनिक ' महाराष्ट्र जनमुद्रा ' या वृत्तपत्रात जाहिरात दिलेली होती त्यावर मुदतीत कोणतीही हरकत/तक्रार या कार्यालयाकडे प्राप्त झालेली नाही

त्या अर्थी आता महाराष्ट्र जमीन महगुल अधिनियम १९६६ चे कलम ४४ अन्वये जिल्हाधिकारी ठाणे यांच्याकडे निहित करण्यांत आलेल्या अधिकाऱ्यांचा वापर करून उक्त जिल्हाधिकारी याद्वारे श्री. चिंतामण यशवंत पाटील, यशवंत पाटील, अनंत यशवंत पाटील, दाबीबाई विंगर पाटील, भानुमती बळीराम म्हात्रे, गंगुळा रमाकांत म्हात्रे, प्रेमाबाई बळीराम कासार, निराबाई हरिश्चंद्र पाटील, नंदकांत हरिश्चंद्र पाटील, कुमार हरिश्चंद्र पाटील, भरत हरिश्चंद्र पाटील, जयश्री आत्माराम भोईर, शारदा नरानगम भोईर, प्रमिला परशुराम भोईर, विनायक बबन पाटील, नितीन बबन पाटील, विशाल बबन पाटील, अर्चन बबन पाटील, अशोक बबन पाटील, म्हात्रे रा नवघर ता.जि. ठाणे रा नवघर ता.जि. ठाणे यांनी ठाणे जिल्ह्यातील ठाणे तालुक्यातील मांजे-नवघर येथील १८१/९, १८१/१८, १७९/१अ, १७९/५(जुना स.नं. ३०२/९, ३०२/१४, ३०३/१अ, ३०३/५) क्षेत्र ४३८०-०० चौ.मी एवढ्या जागेचा रक्कित या विंगर शेतकी प्रयोजनार्थ वापर करण्या वावत पुढील शर्तीवर अनुज्ञा (परमीट) देण्यात येत आहे. मिरा भाईदर महानगरपालिके कडील मंजूर बांधकाम नकाशा प्रमाणे उक्त जिल्हाधिकारी यांच्याकडून अनुज्ञेय नाही.

१. इतर आरक्षण (आर जी) ६५७ ०० चौ.मी.

त्या शर्ती अशा:-

१. ही परवानगी अधिनियम त्याखालील केलोले नियम यांना आदेश देवून देण्यात येणारी आहे.
२. अनुज्ञाग्राही व्यक्तीने (प्रॅटीने) अशा जमीनीचा वापर व त्याच्या बांधकामाचा वापर आणि किंवा अन्य बांधकामाचा उपयोग उक्त जमीनीचा ज्या प्रयोजनार्थ उपयोग करण्यास परवानगी देण्यांत आली असेल त्या प्रयोजनार्थ केवळ केला पाहिजे. आणि त्याने अशी १.



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३०/१०

जमीन किंवा तिचा कोणताही भाग किंवा अशी इमारत यांचा इतर कोणत्याही प्रयोजनार्थ जिल्हाधिकारी ठाणे यांच्याकडून नशा अर्थाची आगाऊ लेखी परवानगी मिळविल्याशिवाय वापर करता कामा नये. इमारतीच्या वापरावरून जमिनीचा वापर ठरविण्यांत येईल

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

४. अनुज्ञाप्राही व्यक्तीने (अ) जिल्हाधिकारी व संबंधित नगरपालिका प्राधिकरण यांचे समाधान होईल अशा रीतीने अशा जमीनीत रस्ते, गटारे वगैरे बांधून आणि (ब) भूमापन विभागा कडून अशा भूखंडाची मांजणी व त्यांचे सीमांकन करून ती जमीन या आदेशाच्या तारखे पासून एक वर्षाच्या आंत मंजूर आराखड्या प्रमाणेच काटेकोरपणे विकसित केली पाहिजे. आणि अशा रीतीने ती जमीन विकसित केली जाई पर्यंत त्या जमीनीची कोणत्याही रीतीने विल्हेवाट लावता कामा नये.

५. अनुज्ञाप्राही व्यक्तीस असा भूखंड द्यावायाचा असेल किंवा त्यांनी इतर प्रकारे विल्हेवाट लावायची असेल तर अशा अनुज्ञाप्राही व्यक्तीने तो भूखंड या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीचे पालन करूनच विकणे किंवा अशा शर्तीनुसारच त्याची अन्य प्रकारे विल्हेवाट लावणे आणि त्यांचे निष्पादित केलेल्या विलेखान तसा खास उल्लेख करणे हे त्यांचे कर्तव्य असेल.

६. या सोबत जोडलेल्या ग्यळ आराखड्यात आणि किंवा इमारतीच्या नकाशात निर्दिष्ट केल्या प्रमाणे इतक्या जोते क्षेत्रावर बांधकाम करण्या विषयी ही परवानगी देण्यांत आलेली आहे. सदर भूखंडातील नकाशात दर्शविल्या प्रमाणेच उर्वरित क्षेत्र विना बांधकाम मांकले सोडले पाहिजे. ६अ) प्रस्तावित बांधकाम हे नकाशात दर्शविलेल्या मजल्या पंक्षा जास्त मजल्याचे अणू नये.

७. प्रस्तावित इमारत किंवा कोणताही काम (असल्यास) त्यांच्या बांधकामास सुरुवात करण्यापुर्वी अनुज्ञाप्राही व्यक्तीने (अर्दीने) मिरा भाईंदर महानगरपालिका यांची असे बांधकामकरण्या विषयाची आवश्यक ती परवानगी मिळविणे हे अशा व्यक्तीवर बंधनकारक असेल.

८. अनुज्ञाप्राही व्यक्तीने सोबत जोडलेल्या नकाशात दर्शविल्या प्रमाणे सीमांतिक माथ्यात अंतर (ओपन मार्जिनल डिस्टेंस) सोडले पाहिजे.

९. या आदेशाच्या दिनांका पासून एक वर्षाच्या कालावधीत अनुज्ञाप्राही व्यक्तीने अशा जमीनीचा विगर शेती प्रयोजनासाठी वापर करण्यास सुरुवात केली पाहिजे. मात्र वेळोवेळी असा कालावधी वाढविण्यांत आला असेल तर ती गॉण्ट अलाहिदा. अनुज्ञाप्राही व्यक्तीने उपरोक्त प्रमाणे न केल्यास ही परवानगी रद्द करण्यांत आली असल्याचे समजण्यांत येईल.

१०. अनुज्ञाप्राही व्यक्तीने अशा जमीनीचे विगर शेतकी प्रयोजनास त्या दिनांका पासून सुरुवात केली असेल किंवा ज्या दिनांकास त्या जमीनीचा वापर सुरुवात केला असेल तर तो दिनांक त्याने एक महिन्याच्या आत असेल मार्फत ठाणे जिल्हा प्रमाणे कळविले पाहिजे. जर तो असे करण्यास यत्न न करता अशा जमीनीचा वापर सुरुवात केला वापरातील बदल व विगरशेतकी आकारणी (नियम ११९ मधील नियम ११९ अन्वयेत) कार्यवाही करण्यास असा अनुज्ञाप्राही पात्र ठरेल.

११. अशा जमीनीचा ज्या प्रयोजनार्थ वापर करण्यास परवानगी दिली आहे त्या प्रयोजनास वापर करण्यास प्रारंभ करण्याच्या दिनांकापासून सदर अनुज्ञाप्राहीने त्या जमीनीच्या विषयास १ चौ.मी. मार्गे १-१८-८ रुपये दराने विगर शेतकी आकारणी केली पाहिजे. असा प्रमाणित दिनांक ३१/७/२००६ या हमी कालावधी पर्यंत अंमलात राहिल. किंवा त्या तारखेच्या

३/-

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दस्त क्रमांक ७१६/२००९
२०/८७



पूर्वलाक्षी प्रभावाने अथवा त्यानंतर अंमलाने येणारे विनशोती दराने विनशोती आकार देणे बंधनकारक राहिल. अशा जमिनीच्या वापराने कोणत्याही प्रकारचा बदल करण्यात आला तर त्या प्रसंगी निराळ्या दराने विगर शेतकी आकारणीच्या हमीची मुदत अजून समाप्त व्हावयाची आहे ही गोष्ट विचारांत घेण्यांत येणार नाही.

१२. सदर जागेची अती तानडीची मोजणी फी रक्कम रु.६०००/- (अक्षरी रु.सहा हजार मात्र) चलन क्र.५४६/२००६ दिनांक २८/१०/२००६ अन्वये शासन जमा केली आहे.

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

१४. सदर जमीनीच्या विगरशेतकी वापराने प्रारंभ केल्याच्या दिनांका पासून एक वर्षाच्या कालावधीत अनुज्ञाप्रीने अशा जमीनीवर आवश्यक ती इमारत बांधली पाहिजे. अन्यथा सदर आदेश रद्द समजण्यात येईल. व अनुज्ञाप्रीने यांना अकृषिक परवानगीसाठी नव्याने अर्ज सादर करावा लागेल.

१५. पुर्वीच मंजूर केलेल्या नकाशावरूनच आणखीच बांधलेल्या इमारतीत अनुज्ञाप्रीने कोणतीही भर घालता कामा नये किंवा ती मध्ये कोणताही फेरबदल करता कामा नये. मात्र अशी भर घालण्यासाठी किंवा फेरबदल करण्यासाठी जिल्हाधिका-यांची परवानगी घेतली असेल आणि अशा भरीचे किंवा फेरबदलाचे नकाशे मंजूर करून घेतले असतील तर ती गोष्ट वेगळी.

१६. अनुज्ञाप्रीने व्यक्तीने आजूबाजूच्या परिमर्गाने अस्वच्छता व घाण निर्माण होणार नाही अशा रीतीने आपल्या स्वतःच्या खर्चाने आपली पाणीपुरवठ्याची व सांडपाण्याचा निचरा करण्याची व्यवस्था केली पाहिजे.

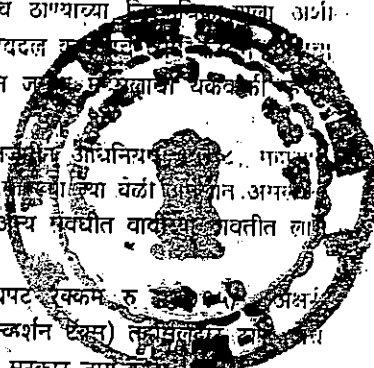
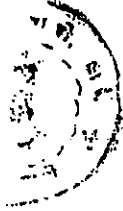
१७. जमीनीच्या विगरशेतकी वापराने प्रारंभ केल्याच्या दिनांका पासून एक महिन्याच्या कालावधीत अनुज्ञाप्रीने व्यक्तीने महाराष्ट्र जमीन महसूल (जमीनीच्या वापराने बदल व विगरशेतकी आकारणी) नियम १९६९ यातील अनुसूची पाच मध्ये दिलेल्या नमुन्यात एक गणक करून देणे तीत या आदेशातील सर्व शर्ती समाविष्ट करणे त्याम बंधनकारक असल.

१८अ. या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीपैकी कोणत्याही शर्तीचे अनुज्ञाप्रीने व्यक्तीने उल्लंघन केल्यास उक्त अधिनियमाच्या उपबंधान्वये असा अनुज्ञाप्रीने ज्या कोणत्याही शास्तीस पात्र ठरेल त्या शास्तीस बाधा न येऊ देता ठाण्याच्या जिल्हाधिका-याने तो निर्दिष्ट करेल असा दंड आणि आकारणी भरल्यानंतर उक्त जमीन किंवा भूखंड अर्जदाराच्या ताब्यात राहू देण्याचा अधिकार असल.

१८ब. वरील खंड अ) मध्ये काहीही अंतर्भूत असले तरीही या परवानगीच्या तरतूदीविरुद्ध जाऊन कोणतीही इमारत किंवा बांधकाम उभे करण्यात आले असेल किंवा तरतूदी विरुद्ध या इमारतीच्या किंवा बांधकामाचा वापर करण्यात आला असेल तर विनिर्दिष्ट मुदतीच्या आत अशा रीतीने उभारलेली इमारत काढून टाकण्या विषयी किंवा तीत फेरबदल करण्याविषयी ठाण्याच्या जिल्हाधिका-याने निर्देश देणे विधी लागू असल. तसेच ठाण्याच्या जिल्हाधिका-यांनी अशा इमारत किंवा बांधकाम काढून टाकण्याचे किंवा तीत फेरबदल करण्याचे किंवा त्या प्रीत्यर्थ आलेला खर्च अनुज्ञाप्रीने व्यक्तीकडून जमवून घेण्याचा अधिकार असल.

१९. दिलेली ही परवानगी मुंबई नगरपालिका व शेतकरी अधिनियम १९६६, महाराष्ट्र ग्रामपंचायत अधिनियम आणि नगरपालिका अधिनियम इत्यादींच्या वेळी लागू असलेले इतर कोणत्याही कायद्याचे कोणतेही उपबंध प्रकरणाच्या अन्य उपबंधात वापरले जावतील लागू होतील. त्या उपबंधाच्या अधिन असल.

२०. अनुज्ञाप्रीने यांनी विगरशेतकी आकारणीच्या पाचपट रक्कम रु. ३०,०००/- (अक्षरी रु.बावीस हजार एकशे पंधरा मात्र) रकमाने कर (कन्व्हर्शन टॅक्स) चुकविल्याने असा कडील पावती क्र. ६९९९३२६ दि.२७/१०/२००६ अन्वये सरकार जमा केले आहे.



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१. महंगूल/वा-१/टे-१/एनएपी/एसआर-९८/०९

२१. अनुज्ञाप्राही यांनी मिरा भाईदर महानगरपालिका यांचे कडील मंजूर नकाशावर हुकुमच वांधकाम केले पाहिजे.

२२. अनुज्ञाप्राही यांनी मिरा भाईदर महानगरपालिका यांचे कडील वांधकाम नकाशा व्यतिरिक्त जादा वांधकाम केल्यास अगर वांधकामा मध्ये बदल करून जादा चटईक्षेत्रे निर्देशांक वापरल्यास अनुज्ञाप्राही हे महंगूल प्रादेशिक नगररचना अधिनियम १९६६ चे कलम ५२ अन्वये फौजदारी स्वरुपाचा गुन्हा दाखल करण्यास पात्र रहातील व असे जादा वांधकाम दूर करण्यास पात्र राहिल.

२३. या प्रकरणात पिण्याच्या पाण्याची सोय करण्याची जबाबदारी अनुज्ञाप्राही यांचेवर बंधनकारक राहिल. आणि पिण्याच्या पाण्याची सोय झाली आहे किंवा कसे या बाबत खात्री झाल्याशिवाय मिरा भाईदर महानगरपालिकेने संबंधित विकासकास इमारत वापर परवाना देऊ नये.

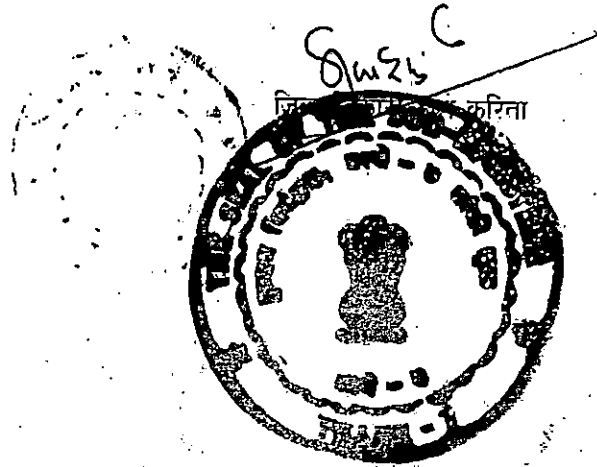
२४. अपर जिल्हाधिकारी व सक्षम प्राधिकारी, ठाणे नागरी संकुलन ठाणे यांचे कडील आदेश १) क्र. युएलसी/ टीए/डव्युएसएचएस-२०/एसआर-८५० दि. १०/३/१९९५ २) क्र. युएलसी/ टीए/डव्युएसएचएस-२०/एसआर ११० दि. १०/७/१९९५ अन्वये प्रश्नांकित जागे मध्ये नागरी कमाल जमीन धारणा कायदा १९७६ चे कलम २० अन्वये योजना मंजूर केलेली आहे. या आदेशा मध्ये नमूद केले प्रमाणे ठराविका मापाच्या सदनिका वांधणे हे परवानगीधारक यांचेवर बंधनकारक राहिल. त्याच प्रमाणे ज्या सदनिका शामनाकडे वर्ग करावयाच्या आहेत त्यांचा ताबा शासनास देणे परवानगीधारक यांचेवर बंधनकारक राहिल.



सही/-
(नंदकुमार जंजे)
जिल्हाधिकारी ठाणे

प्रति,
मी. चिंतामण यशवंत पाटील व श्रीमती प्रेमाबाई बळीराग कासार
रा. नवघर ता. जि. ठाणे

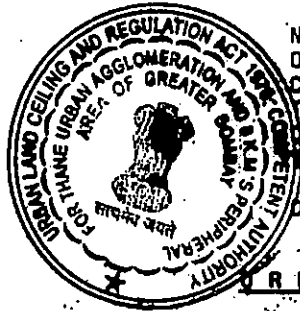
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<i>[Signature]</i>



ANNEXURE - IV



No.ULC/TA/W.S.H.S.20/SR- 910
Office of the Addl. Collector &
Competent Authority,
Thane Urban Agglomeration,
Collectorate Building, IInd Floor,
Thane.

Date : 10.7.95

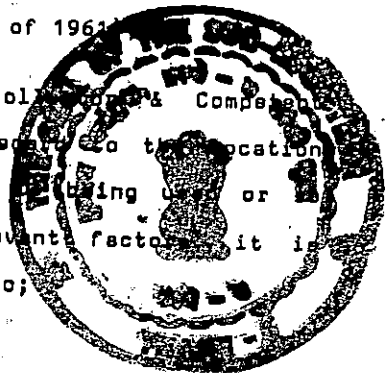
ORDER

WHEREAS Shri/Smt/Ms/ CHINTAMAN YASHWANT PATIL & OTHERS of Village NAVGHAR Dist. Thane, holds vacant land in excess of the ceiling limit in the limits of Thane 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 (Ceiling & 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 shall be governed by the Maharashtra Ownership Flats (Regulation of the Promotion 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 1960).

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



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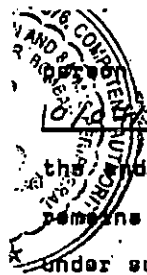


NOW, THEREFORE, in exercise of the powers conferred by sub-section (1) of section 20 of the said Act, after having recorded in writing the reasons for making this order, the Additional Collector & Competent Authority hereby exempts the said vacant land, from the provisions of Chapter III of the said 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.
- 2) The said person shall make full utilization of the land so exempted for the purpose aforesaid, by constructing on the said land 02 Nos. serviced plots, 05 Nos. core houses, 36 Nos. one room tenements and 13 Nos. tenements upto 25.00 sq.mtrs., 85 Nos. tenements upto 40 sq.mtr., 05 Nos. tenements upto 50 sq.mtr., 07 Nos. tenement upto 80 sq.mtr., as specified in the condition No.1 above. Plinth area of tenements shall not be less than 25.00 sq.mtrs.
- 3) The said person shall get the ~~plans~~ building plans approved from the concerned ~~Authority~~/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 conform to the requirements of air and light.
- 5) The said person shall commence construction of the tenements within a period of One year from the date of this exemption order and shall complete the construction work within Three years failing which the exemption shall stand withdrawn. If only a part of the land is utilized by the said



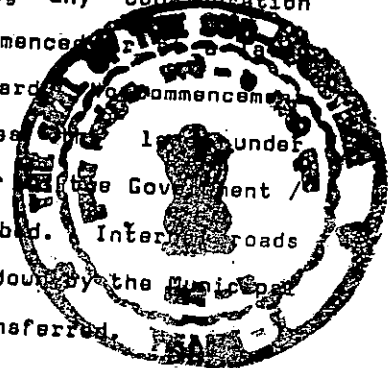
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and a part remains vacant at the end of the date 07/12/1988 or the building remain at an incomplete stage at the end of the above date, the exemption for the part which remains vacant or where the buildings are incomplete, the land under such incomplete 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 (Ceiling & Regulation) Act, 1976.

6) The quality of construction shall not be inferior 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 ~~Municipal Corporation~~ Municipal Authority, Town Planning Authority and other statutory bodies. The layout of the land to be used under this scheme should be in accordance with the statutory provisions applicable in this regard.

7) 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 persons to Government / the Municipal Authorities without charging any consideration either before the work actually is commenced ~~on the~~ date as shall be prescribed in this regard ~~of commencement~~ certificate shall be obtained unless ~~the~~ under reservation etc. is actually handed over ~~to the~~ Government / Municipal Authority if it is so prescribed. Internal roads shall be bought upto the standards laid down by the ~~Municipal Corporation~~ Council before they are transferred.



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

9) The said person shall sell 10% of the permissible floor space index in the form of tenements with plinth area upto 40 sq.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.

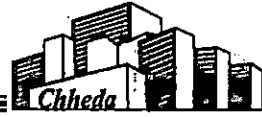
10) The dwelling units sold or otherwise transferred which is allotted to the Government nominees shall not be permitted to be resold or transferred otherwise. The dwelling units which the scheme holder can sell in the open market shall not be permitted to be resold or otherwise transferred for a period of two years from the date of possession of dwelling unit.

11) The said person shall not sell or otherwise transfer the dwelling unit to any person who himself or any of his family 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.

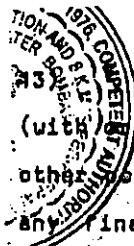
12) The land holder shall sell the tenements to the public at the price bases on the formula set out hereinafter i.e. (a) Five times the competition price under Urban Land (C & R) Act, 1976, (b) Cost of construction, and 15% profit on (a) & (b). After determining the final selling price the landholder shall communicate this price to the Competent Authority from time to time.

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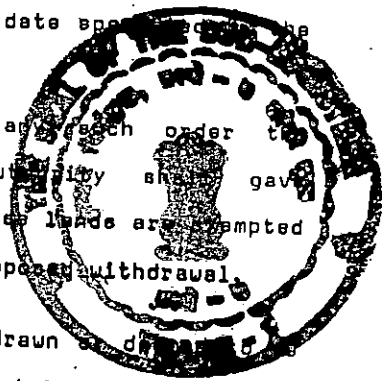
The said person shall not transfer the exempted lands (with) without buildings thereon) or any part thereof to any other person, except for the purpose of mortgage in favour of any financial institution specified in sub-section (1) of section 19 of the Act, for raising finance for the purpose of construction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

14) The area required to be kept open according to the D.C. Rules, Building Regulations of MiraBhayandar Municipal ~~Corporation~~ / 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.

15) 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.

16) 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 withdraw by an order, the exemption order from the date of the order.

Provided that before making any such order the Additional Collector & Competent Authority shall give reasonable opportunity to the person whose lands are exempted for making representation against the proposed withdrawal.



17) When any such exemption is 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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<i>[Signature]</i>



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not been exempted under this order.

18) It shall be lawful for the State Government, the Additional Collector & Competent Authority or any person specifically 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.

19) The holder shall advertise the entire scheme within 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 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 prescribed in the guidelines issued on 22nd August, 1986. Breach of any stipulation shall be considered breach of conditions.

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

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All the conditions mentioned in Government Resolution No. 2343/XIII, date 22/08/1986 and No. ULC/1088/(2795)/D-1, date 22/08/88 shall apply for the exempted land and shall be binding on the landholder.

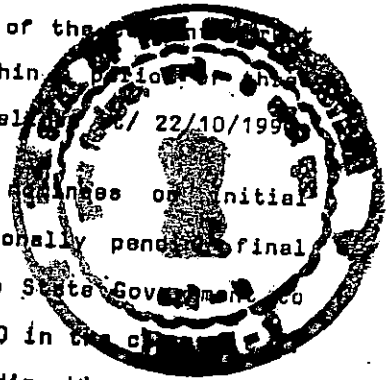
22) Government expects that the concept of 'low rise low cost' construction technology, without sacrificing the set standard and specifications should be adopted to maximum possible extent and less reliance should be placed on use of cement and steel by having load bearing walls made of bricks of good 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.

24) 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 Re. 35,000/- per annum. These registers shall be made available to the Additional Collector & Competent Authority or such other officers as authorized by them for inspection thereof from time to time.

25) The land holder should pay 30% of the price of the land in Component 'A' within 3 months in lumpsum as per government guidelines.

26) The percentage of Government charges on initial 4000.00 sq.mtr. would be 10% provisionally pending final adjudication on the prayers made by the State Government to reconsider the directions made on 31/1/90 in G.O. No. 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 holder.

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.

28) The area under Component 'A' i.e. 3140.00 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.D.C. is issued by this office.

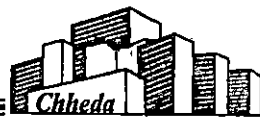
SCHEDULE

Details regarding applicant and the vacant land for which the exemption is sought under Section 20 of the Urban Land (Ceiling and Regulation) Act, 1976.

- | | |
|---|--|
| 1. Name & Address of the persons holding the land : | Shri. Chintoman Yashwant Patil & C/o. Vasa & Patil Associates others 101,102,103 Bshoka Shopping Centre Opp.Railway Station,Navghar Bhayander(W) Thane |
| 2. Status of the person : | Individual |
| 3. Inward No.& Date of application: | No.1427 dt. 1.4.07 |
| 4. Name of the Urban Agglomeration in which the exemption is sought situated: | Thane Urban Agglomeration and 8 K.M.s Peripheral Area of Greater Bombay. |
| 5. Description of property for which exemption is sought : | |
| a) District : | Thane |
| b) Taluka : | Thane |
| c) Village : | Navghar |
| d) S.No./ 837-838 Area (m ²) : | 301/1pt, 302/1pt, 303/1pt. 1110.00, 1110.00, 1110.00 |
| e) Total surplus /probable surplus area in sq.mtrs. : | 15520.00 sq.mtrs. |
| f) Land to be retained as per Circular dated 11.8.89 : | -- |
| g) Total area under scheme : | 5540.00 sq.mtrs. |



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४०/८६



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Area under reservation if any (D.P.Road)	: 9 :	S.No.	Area (Sq.m.)
		301/1pt	110.00
		302/10	200.00
		302/14	250.00
			360.00sq.mt.

Area of land of be exempted; 6280.00 sq.mtrs.

Area under compulsory open space ~~space~~ 792.00 sq.mtrs.

k) Net buildable area under scheme. : 5488.00 sq.mtrs.

l) Built up area to be sold to Government at fixed rate : 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 tenements upto 50.00 sq.m.Plinth Area
- 07 Nos.of tenements 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

o) No. of Tenements to be sold to Government at fixed rate. :

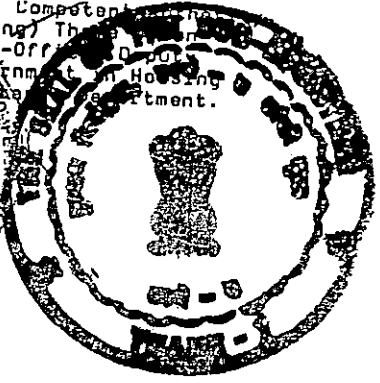
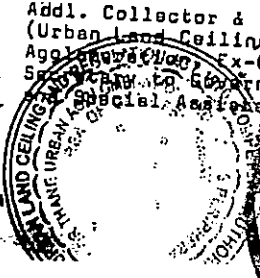
- 02 Nos.of tenements upto 25.00 sq.m.Plinth Area
- 09 Nos.of tenements upto 40.00 sq.m.Plinth Area
- 01 No. of tenements upto 50.00 sq.m.Plinth Area
- 01 No. of tenements upto 80.00 sq.m.Plinth Area

Subject to approval of building plans, from Mira-
Bhayandar Municipal ~~Corporation~~/Council.

CERTIFIED COPY

Copy applied for on 5.2.22 Copying fee Rs. 150/-
 Copy ready on 6.2.22 Surcharge Rs. --
 Copy delivered on Paper fee Rs. --
 Copied by V. P. Charges Rs. --
 Compared by Total Rs. 150/-
10-2-95

Tahsildar
Thane Urban Agglomeration
Thane



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दस्तावेजांक ७९६ / १७०९

५९/७७



: 10 :

To,

Shri. Chintaman Yashwant Patil & others

C/o. Vasa & Patil Associates

101,102,103, Ashoka Shopping Centre

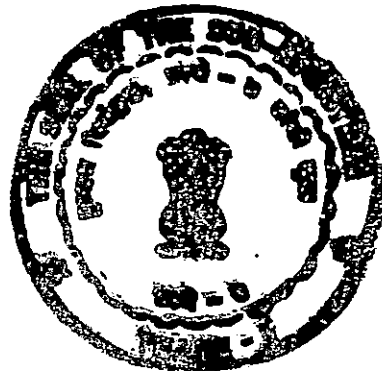
Opp. Railway Station, Navhar Road, Bhayandar (E) Thane

Copy submitted to -

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

Copy forwarded with compliments to -

- 1) The Chief Officer/~~Deputy Commissioner~~ Mira-Bhayandar
Municipal ~~Commission~~ 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 - Registrar, Thane.
- 3) Office Copy.

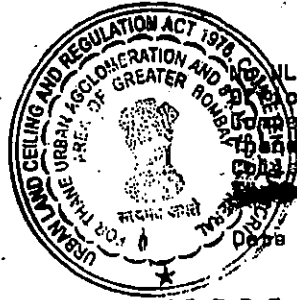


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५२/८७	



ANNEXURE - IV



MLC/TA/U.S.H.S.20/SR- 850
Office of the Addl. Collector &
Competent Authority,
Thane Urban Agglomeration,
Collectorate Building, IInd Floor,

Date : 10 MAR 1995

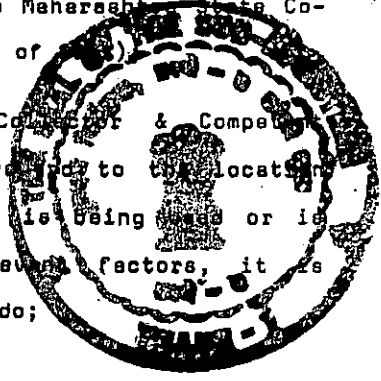
ORDER

WHEREAS Shri/Smt./Ms. **PREMABAI BALRAM KADAK** of Village **NAVCHAK** Dist. Thane, holds vacant land in excess of the ceiling limit in the limits of Thane 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 (Ceiling & 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 issued 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 shall be governed by the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (Act XIV of 1963) or by the Maharashtra Co-operative Societies Act, 1960 (Act XXIV of 1960).

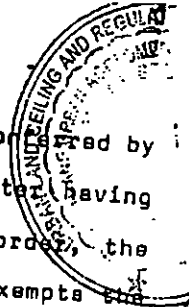
AND WHEREAS the Additional Collector & Competent Authority is satisfied that having regard to the location of land, the purpose for which land is being used or is proposed to be used and other relevant factors, it is necessary in the public interest so to do;



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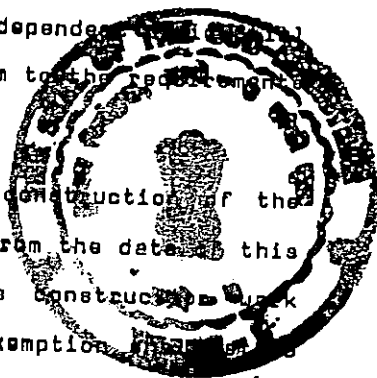
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दस्तावेजांक 594/2002
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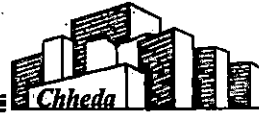


NOW, THEREFORE, in exercise of the powers conferred by sub-section (1) of section 20 of the said Act, after having recorded in writing the reasons for making this order, the Additional Collector & Competent Authority hereby exempts the said vacant land, from the provisions of Chapter III of the said 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.
- 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. tenements upto 25.00 sq.mtrs., 100 Nos. tenements upto 40 sq.mtr., 06 Nos. tenements upto 50 sq.mtr., 09 Nos. tenement upto 80 sq.mtr., as specified in the condition No.1 above. Plinth area of tenements shall not be less than 25.00 sq.mtrs.
- 3) The said person shall get the ~~layout~~/building plans approved from the concerned ~~Municipal Corporation~~/Municipal Council, Planning Authorities prior to the commencement of construction work.
- 4) Each dwelling unit shall be an independent unit with direct access and should conform to the requirements of air and light.
- 5) The said person shall commence construction of the tenements within a period of One year from the date of this exemption order and shall complete the construction work within Three years failing which the exemption shall be withdrawn. If only a part of the land is utilized by the said



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Person and a part remains vacant at the end of the date 12/02/1998 or the building remain at an incomplete stage at the 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 (Ceiling & Regulation) Act, 1976.

6) The quality of construction shall not be inferior 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 ~~Municipal Corporation~~ Municipal Authority, Town Planning Authority and other statutory bodies. The layout of the land to be used under this scheme should be in accordance with the statutory provisions applicable in this regard.

7) 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~~ / the Municipal Authorities without charge or consideration either before the work actually is commenced or at a later date as shall be prescribed in this regard. ~~in~~ commencement certificate shall be obtained unless the land reservation etc. is actually handed over to the Government / Municipal Authority if it is so prescribed. ~~Internal~~ roads shall be bought upto the standards laid down by the Municipal ~~Corporation~~ / Council before they are transferred.

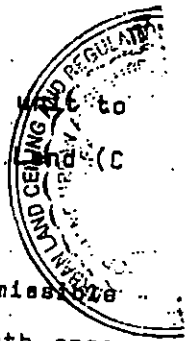


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8) The said person shall allot only one dwelling unit to one family. The definition of family under the Urban Land (C & R) Act shall be applicable in this regard.

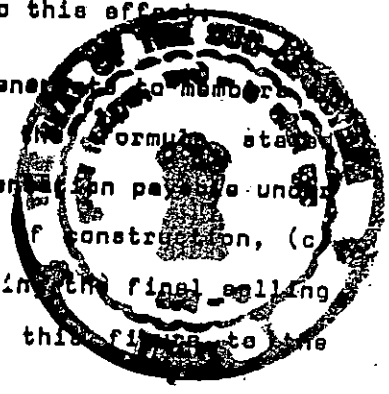


9) The said person shall sell 10% of the permissible floor space index in the form of tenements with plinth area upto 40 sq.mtr. or as prescribed in Schedule to persons nominated by the State Government at 75% of the rate applicable to tenement to be sold in the open market which shall be determined as per the formula prescribed in condition No.12.

10) The dwelling units sold or otherwise transferred which is allotted to the Government nominee 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 be resold or otherwise transferred for a period of two years from the date of possession of dwelling unit.

11) The said person shall not sell or otherwise transfer the dwelling unit to any person who himself or any of his family 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.

12) The land holder shall sell the tenements to member of the public at the price bases on the formula stated hereinafter i.e. (a) Five times the competition price under Urban Land (C & R) Act, 1976, (b) Cost of construction, (c) 15% profit on (a) & (b). After determining the final selling price the landholder shall communicate this price to the Competent Authority from time to time.



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The said person shall not transfer the exempted lands (with or without buildings thereon) or any part thereof to any other person, except for the purpose of mortgage in favour of any 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.

14) The area required to be kept open according to the D.C. Rules, Building Regulations of Mira-Bhayander Municipal ~~Corporation~~ / 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.

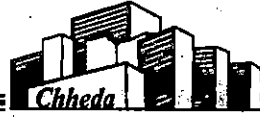
15) The said person shall submit from time to time necessary 'Returns' to be prescribed by the Additional Collector and Competent Authority in order to indicate the progress of the work done by him.

16) 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 withdraw by an order, the exemption order from the date specified in the order.

Provided that before making any such order the Additional Collector & Competent Authority shall give reasonable opportunity to the person whose lands are exempted for making representation against the proposed withdrawal.

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 lands as if the land had

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not been exempted under this order.

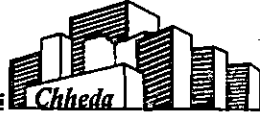
18) It shall be lawful for the State Government, the Additional Collector & Competent Authority or any person specifically authorised by the State Government in this behalf to enter on the land, so allowed to be retained for the purpose of construction of tenements/providing sites and services/core houses 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.

19) The holder shall advertise the entire scheme within 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 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 the provisions of No.6 and other relevant conditions prescribed under the guidelines issued on 22nd August, 1986. Violation of the stipulation shall be considered breach of the conditions.

20) The exemption granted under section 20 of the said Act shall be deemed to have been withdrawn in such cases where plots which have not been built upon, if and when such plots are required for any Government or Semi - Government Organisation in the public interest.

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21) All the conditions mentioned in Government Resolution Housing & Special Assistance Department No. 555-1035/2340/XIII, date 22/08/1986 and No. ULC/1088/(2795)/D-XII, 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 sacrificing the set standard and specifications should be adopted to 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 reserves the right to alter any of the conditions prescribed herein.

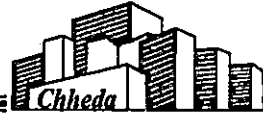
24) The land holders/developers shall maintain a register of tenement for the various categories of flats to be sold in the open market duly recording the names of the Purchaser and follow the related guidelines and they will have to ensure that 30% flats of 25.00 sq.mtr. are sold only to those persons whose income should not exceed Re. 35,000/- per annum. These registers shall be made available to the Additional Collector & Competent Authority or such other officers as authorized by them for inspection thereof from time to time.

25) The land holder should pay 30% of the current market price of the land in Component 'A' within a period of three months in lumpsum as per government guidelines dt/ 10/1992.

26) The percentage of Government nominees on initial 4000.00 sq.mtrs. would be 10% provisionally pending 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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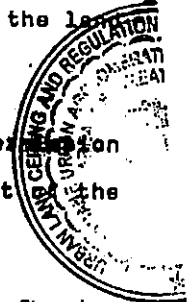


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to the order of the Supreme Court shall be binding on the holder.

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

28) 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

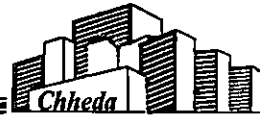
Details regarding applicant and the vacant land for which the exemption is sought under Section 20 of the Urban Land (Calling and Regulation) Act, 1976.

- 1. Name & Address of the persons holding the land : Smt. Premabai Baliram Kasar
C/o. V & P Associates
102, Ashoka Shopping Centre,
Navghar Road (Wileyandar (East) Thane
- 2. Status of the person : Individual
- 3. Inward No. & Date of application: No. dt. 14.3.1994
- 4. Name of the Urban Agglomeration in which the exemption is sought situated. : Thane Urban Agglomeration and 8 K.M.s Peripheral Area of Greater Bombay.
- 5. Description of property for which exemption is sought :
 - a) District : Thane
 - b) Taluka : Thane
 - c) Village : Navghar
 - d) S.No./Sub Area. : 240/5, 9, 277, 280, 302/9, 30
 - e) Total surplus/probable surplus area in sq.mtrs. : 8770.00 sq.mtrs.
 - f) Land to be retained as per Circular dated 11.8.89 : --
 - g) Total area under scheme : 8770.00 sq.mtrs.



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h) Area under reservation if : 2152.00 sq.mtrs.
 any (D.P.Road + Garden) 140.00 sq.mtrs.
 Total 2292.00 sq.mtrs.



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

j) Area under compulsory open: Nil
 space and internal road

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

l) Built up area to be sold : 530.20 sq.mtrs.
 to Government at fixed
 rate

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
 05 Nos. of tenements upto 50.00 sq.mtrs. Plinth Area
 09 Nos. of tenements upto 80.00 sq.mtrs. Plinth Area
 03 Nos. Site Services upto 25.00 sq.m. Plinth Area
 06 Nos. Core Houses upto 25.00 sq.m. Plinth Area
 45 Nos. of One room tenements upto 25.00 sq.m. Plinth Area

o) No. of Tenements to be :
 sold to Government at
 fixed rate.
 02 Nos. of tenements upto 25.00 sq.m. Plinth Area
 10 Nos. of 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

Subject to approval of building plan, from Mira-
 Bhavandar Municipal Corporation

CERTIFIED COPY

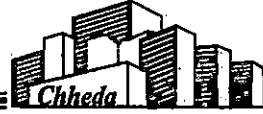
Copy applied for on 5.2.08 Copying fee
 Copy ready on 6.2.08 Surcharge
 Copy delivered on 6.2.08 Paper fee
 Copied by V. P. Chavhan
 Compared by Total

Rs. 150/- Addl. Collector, Competent Authority
 (Urban Land Ceiling & Than Urban
 Agglomeration) Office, Thane
 Rs. -/- Secy. to Municipal Corporation, Thane
 Rs. -/- Secy. to Municipal Corporation, Thane
 Rs. -/- Secy. to Municipal Corporation, Thane
 Rs. -/- Secy. to Municipal Corporation, Thane

51502
 4406
 Tahsildar
 Thane Urban Agglomeration
 Thane



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89/66



: 10 :

To,

Smt. Prombai Baliram Kasar

C/o. Vasa & Patil Associates

102, Ashoka Shopping Centre

Navghar Road, Bhayandar (East) Thane

Copy submitted to -

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

Copy forwarded with compliments to -

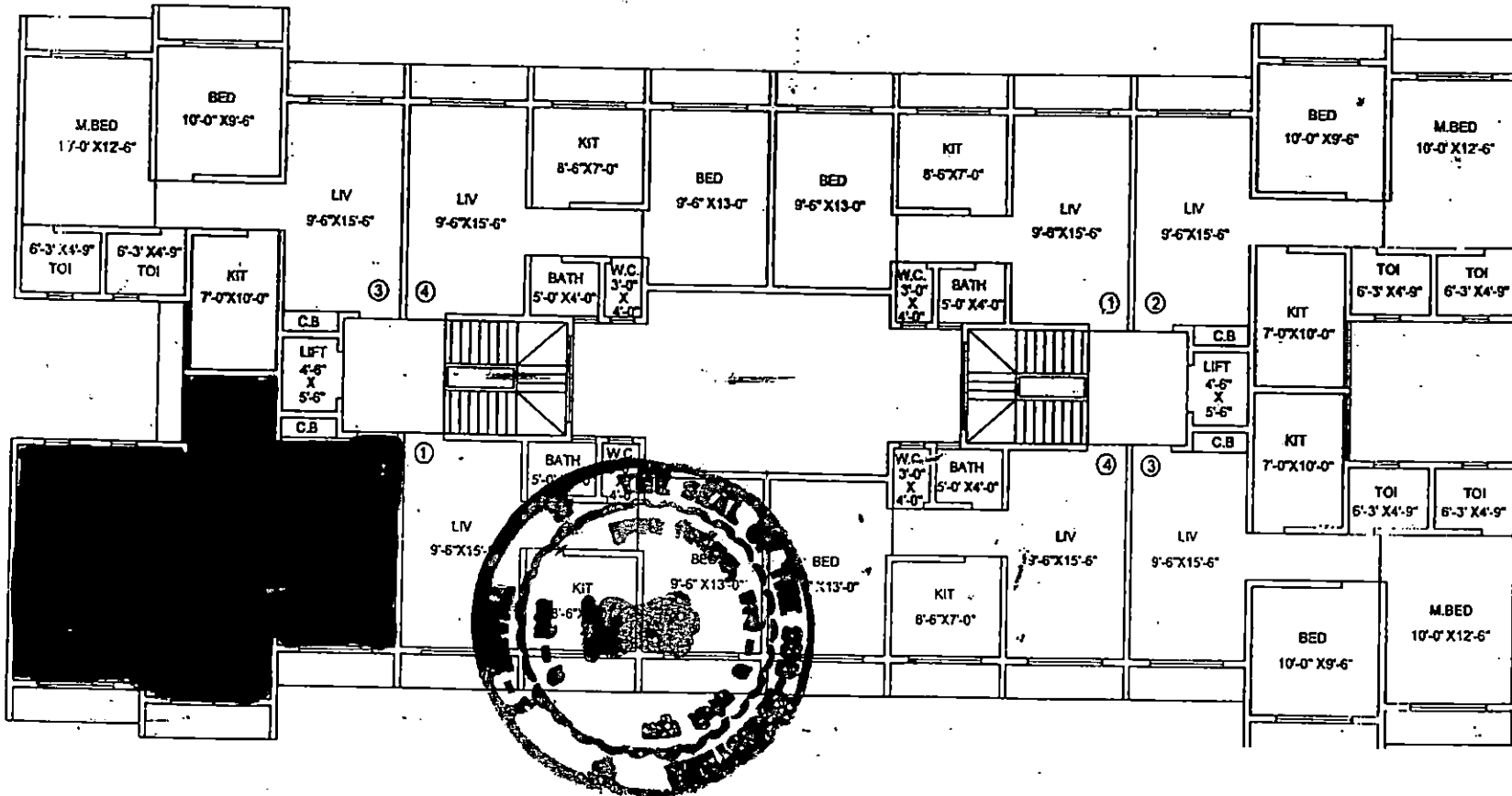
- 1) The Chief Officer/~~City Engineer~~ Mira-Bhayandar
Municipal ~~Commissioner~~ Council for information and with
request not to issue occupation certificate unless N.O.C.
regarding handing over of 10% tenements to Govt. is issued
by this office to the Scheme holder.
- 2) The Sub-Registrar, Thane.
- 3) Office Copy.



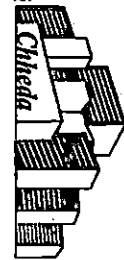
- 62 -

द.न.न.-७
दस्ता क्रमांक ७१५२/२००९
<i>[Signature]</i>

BLDG. NO. 2



ANNEXURE - V



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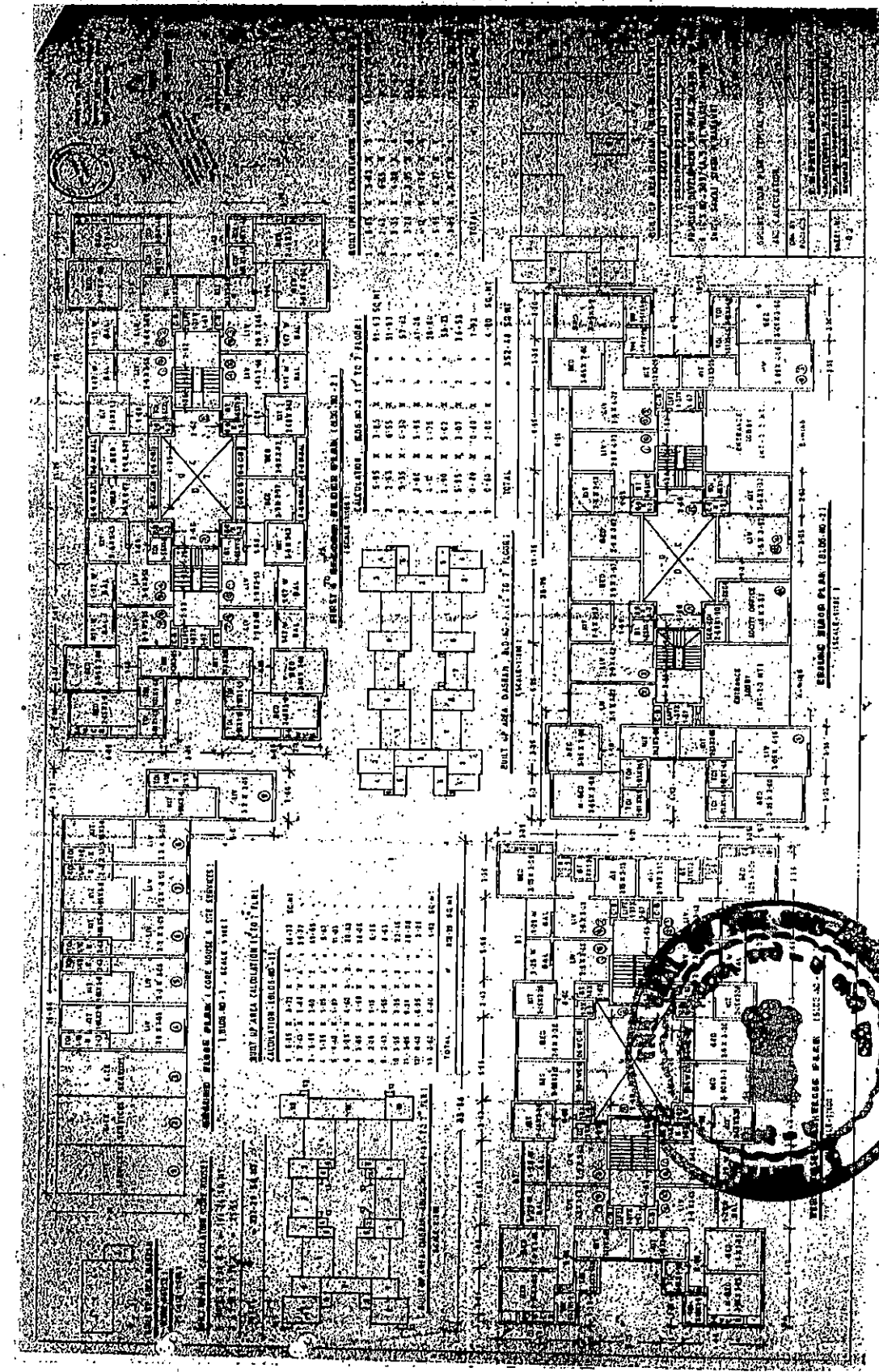
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 19009
 23/10/19009

TYPICAL FLOOR PLAN

FLAT NO. 302 ON 3RD FLOOR IN "A" WING OF "APURVA"
 ↳ KISHOR CHANDRA SAHU
 ↳ Shmaddhanjali Sahu

M/s. CHHEDA DEVELOPMENTS
Chheda
 Partner

ANNEXURE - VI



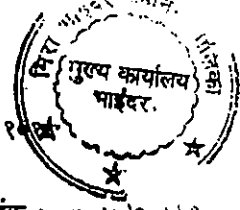
ट. न. न. - ७
 इस प्रमाणिका ०९५ १२००९
 २०/६



ANNEXURE - VII

मिरा भाईदर महानगरपालिका

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



जा. क्र. मि.भा./मनपा/नर/---६३१५---/---३६---०५

दिनांक :- ३०/१०/२००६

पदाधिकारी/आगामालक - श्रीम. प्रेमाबाई बळीराम कासार व इतर १२
श्री. चिंतामण यशवंत पाटील व इतर ५
अधिकार पत्रधारक - श्री. सवाईसिंग मोतीसिंग राणावत
द्वारा - वास्तुविशारद - मे. डी.एन. पटेल अॅन्ड असो.

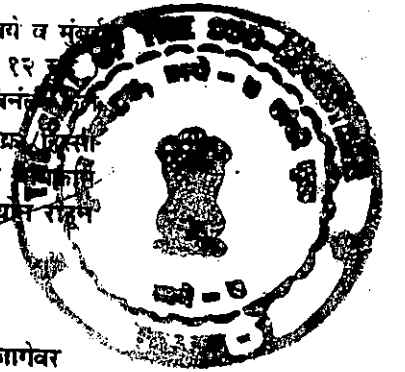
विषय :- मिरा भाईदर महानगरपालिका क्षेत्रातील मोजे - नवघर
सर्वे क्र./ हिस्सा क्र. नवीन १८१/१, १४, १७१/१अ, ५
जुना ३०२/१, १४, ३०३/१अ, ५
या जागेत नियोजित बांधकामास बांधकाम प्रारंभपत्र
मिळवणेबाबत.

- संदर्भ :- १) आपला दि. २८/११/२००६ चा अर्त.
२) मे. सक्षम प्राधिकारी नागरी संकुलन ठाणे यांचेकडील आदेश क्र.
प.एल.सी./टी.ए/डब्ल्यू.एस.एच.एस.-२०/एस.आर-११०, दि.१०/०७/१५
प.एल.सी./टी.ए/ डब्ल्यू.एस.एच.एस.-२०/एस.आर-८५०, दि.१०/०३/१५
ची मंजूरी.
३) मा. जिल्हाधिकारी ठाणे यांचेकडील अकृषिक परवानगी
आदेश क्र. महसूल/क-१/टे-१/एनएपी/एसआर-१८/०६,
दि.३०/१०/२००६.
४) अग्निशमन विभागाकडील पत्र क्र. मनपा/अग्नि/२१३/०६-०७,
दि.२४/११/२००६ अन्वये तात्पुरता नाहरकत दाखला.
५) या कार्यालयाचे पत्र क्र. मिभा/मनपा/नर/२४१/२००६-०७,
दि.१९/०४/२००६ अन्वये प्राथमिक परवानगो.

-: बांधकाम प्रारंभपत्र :- (संघात रेखांकनासह)
(फक्त जोत्यापर्यंत)

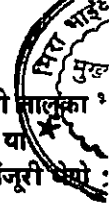
महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या कलम ४५ अन्वये व मुंबई
प्रांतिक महानगरपालिका अधिनियम १९४९ चे कलम २५३, २५४ (प्रकरण १२)
विकास कार्य करण्यासाठी / बांधकाम प्रारंभपत्र मिळण्यासाठी आपण विनंती
नुसार मिरा भाईदर महानगरपालिका क्षेत्रातील मोजे - नवघर सि.स.नं./सर्वे क्र./हिस्सा
क्र. नवीन वरील प्रमाणे जुना वरील प्रमाणे या जागेतील रेखांकन, इमारतीचे
नकाशास खालील अटी व शर्तीचे अनुपालन आपणाकडून होण्याच्या अधिन राहिले
ही मंजूरी देण्यात येत आहे.

- १) सदर भूखंडाचा वापर फक्त बांधकाम नकाशात दर्शविलेल्या रहिव्हास
वापरासाठीच करण्याचा आहे.
- २) सदरच्या बांधकाम परवानगीने आपणास आपल्या हक्कात नसलेल्या जागेवर
कोणतेही बांधकाम करता येणार नाही.



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६१६



३) मंजूर नकाशाप्रमाणे जागेवर प्रत्यक्ष मोजणी करून घेणेची आहे व त्यांची मालका निविदाक भूमि अभिलेख ठाणे यांनी प्रमाणीत केलेली नकाशाची प्रत या कार्यालयाच्या अभिलेखात दोन प्रतीमध्ये पाठविणेची आहे व त्यास मंजूरी घेणे आवश्यक आहे.

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

- ५) या जागेच्या आजुबाजुला जे पूर्वीचे नकाशे मंजूर झाले आहेत त्याचे रस्ते हे सदर नकाशातील रस्त्याशी प्रत्यक्ष मोजणीचे व सिमांकनाचे वेळी सुसंगत जुळणे आवश्यक आहे. तसेच या जागेवरील प्रस्तावीत होणा-या बांधकामास रस्ते संलग्नित ठेवणे व सार्वजनिक वापरासाठी खुले ठेवणेची जबाबदारी विकासक/ वास्तुविशारद / धारक यांची राहिल. रस्त्याबाबत व वापराबाबत आपली / धारकाची कोणतीही हरकत असणार नाही.
- ६) नागरी जमीन धारणा कायदा १९७६ चे तरतुदीना व महाराष्ट्र जमीन महसुल अधिनियम च्या तरतुदीस कोणत्याही प्रकारची बाधा येना कामा नये व या दोन्ही कायद्यान्वये पारित झालेल्या व यापुढे वेळोवेळी होणा-या सर्व आदेशाची अंमलबजावणी करण्याची जबाबदारी विकासक व वास्तुविशारद इतर धारक यांची राहिल.
- ७) रेखांकनात /बांधकाम नकाशात इमारतीचे समोर दर्शविण्यात / प्रस्तावीत करण्यात आलेली सामासीक अंतराची जागा ही सार्वजनिक असून महानगरपालिकेच्या मालकीची राहिल व या जागेचा वापर सार्वजनिक रस्त्यासाठी /रस्ता स्वीकरणासाठी करण्यात येईल. याबाबत अर्जदार व विकासक व इतर धारकांचा कोणताही कायदेशीर हक्क असणार नाही.
- ८) मालकी हक्काबाबतचा वाद उत्पन्न झाल्यास त्यास अर्जदार, विकासक, वास्तुविशारद, धारक व संबंधीत व्यक्ती जबाबदार राहतील. तसेच वरील जागेस पोच मार्ग उपलब्ध असल्याची व जागेच्या हद्दी जागेवर प्रत्यक्षपणे जुळविण्याची जबाबदारी अर्जदार, विकासक, वास्तुविशारद यांची राहिल. यामध्ये तफावत निर्माण झाल्यास सुधारीत मंजूरी घेणे क्रमप्राप्त आहे.
- ९) मंजूर रेखांकनातील रस्ते, ड्रेनेज, गटारे व खुली जागा (आर.जी.) अर्जदाराने / विकासकाने महानगरपालिकेच्या निदमाप्रमाणे पूर्ण करून सुविधा सार्वजनिक वापरासाठी कायम स्वरुपी सुली ठेवणे बंधनकारक राहिल.
- १०) मंजूर रेखांकनातील इमारतीचे नियमावलीनुसार जोत्याचे प्रमाण पाहिले केल्याशिवाय उर्वरित बांधकाम करण्यात येऊ नये.
- ११) इमारतीस उदवाहन, अग्निशामक तरतुद, पाण्याची जमिनीवरील या इमारतीवरील अशा दोन टाक्या, दोन इलेक्ट्रीक पंपसेट सह तरतुद केलेली असली पाहिजे.
- १२) महानगरपालिका आपणांस बांधकामासाठी व पिण्यासाठी व इतर कारणांसाठी पाणी पुरवठा करण्याची हमी घेत नाही. याबाबतची सर्व जबाबदारी विकासक/धारक यांची राहिल. तसेच सांडपाण्याची सोय व मैलविसर्जनाची व्यवस्था करण्याची जबाबदारी विकासकाची/ धारकाची राहिल.

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१९४०	१२००२
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भारतीय नं. ४३७५/०६७५

दि ३०/३/२००९

१३) अर्जदारांनी स.नं., हि.नं., गोजे, महानगरपालिका मंजूरी, बिल्डिंग नांव, आर्किटेक्चरचे नाव, अकृषिक मंजूरी व इतर मंजूरींचा तपशील दर्शविणारा प्रत्यक्ष जागेवर लावण्यात आल्यानंतरच इतर विकास कामास सुटका करणे बांधकामकारक राहिल. तसेच सर्व मंजूरीचे मुळ कागदपत्र तपासणीसाठी/निरीक्षणासाठी जागेवर सर्व कालावधीसाठी उपलब्ध करून देणे व वास्तुविशारद व विकासक यांची संयुक्त जबाबदारी आहे. अशी कागदपत्रे जागेवर प्राप्त न झाल्यास तातडीने काम बंद करण्यात येईल.

१४) मंजूर रेखांकनातील इमारतीचे बांधकाम करण्यापूर्वी भातीची चाचणी (Soil Test) घेऊन व बांधकामाची जागा भूकंप प्रदण क्षेत्राचे अनुषंगाने सर्व तांत्रिक बाबी विचारात घेऊन (Specifically earthquake of highest intensity in seismic zone should be considered) आर.सी.सी. डिझाईन तयार करून संबंधित सक्षम अधिका-यांची मंजूरी घेणे. तसेच इमारतीचे आयुधमान, वापर, बांधकाम चालू साहित्याचा दर्जा व गुणवत्ता व अग्नि क्षमण व्यवस्था याबाबत नॅशनल बिल्डींग कोड प्रमाणे तरतुदी करून कार्यान्वीत करणे तसेच बांधकाम चालू असतांना तांत्रिक व अंतांत्रिक कार्यवाही पूर्ण करून त्याची पालन करण्याची जबाबदारी अर्जदार, विकासक, स्ट्रक्चरल अभियंता, वास्तुविशारद, बांधकाम पर्यवेक्षक, धारक संयुक्तपणे राहिल.

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

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

१७) यापूर्वी पत्र क्र. दि. अन्वये क/यासोबतच्या मंजूर रेखांकनात प्रस्तावित केलेल्या इमारतीचे बांधकाम खालीलप्रमाणे मर्यादित ठेवून त्यानुसार कार्यान्वीत करणे बांधकामकारक राहिल.

अ.क्र.	इमारतीचे नांव/प्रकार	संख्या	तळ + मजले	प्रस्तावित बांधकाम क्षेत्र चौ.मी.
१	१	१	तळ + ७	२४६२.०२
२	२	१	तळ + ७	२८०७.९१
	कोर हाऊस साईट सर्किस	१	तळ	२२२.२९
एकूण				५४९२.२१

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बांधकाम साहित्य रस्त्यावर व सार्वजनिक ठिकाणी ठेवता येणार नाही. यामुळे अर्जास मंजूर झाल्यास महानगरपालिकेकडून आपणावित्त्व दंडात्मक कार्यवाही करण्यात येईल.

- १९) इमारतीचे बांधकामाबाबत व पुर्णत्वाबाबत नियमावलीतील बाब क्रं. ४३ ते ४६ ची काटेकोरपणे अंमलबजावणी करण्याची संपुर्ण जबाबदारी विकासक, वास्तुविशारद, स्ट्रक्चरल अभियंता, बांधकाम पर्यवेक्षक व धारक यांची राहिल.
- २०) महानगरपालिकेने मंजूर केलेले बांधकाम नकाशे व बांधकाम प्रारंभ पत्र रद्द करण्याची कार्यवाही झाल्यास बाबतीत करण्यात येईल व मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ व महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या तरतुदीनुसार प्रबंधिताखिरेव्य विहित कार्यवाही करण्यात येईल.
 - १) मंजूर बांधकाम नकाशाप्रमाणे बांधकाम न केल्यास,
 - २) मंजूर बांधकाम नकाशे व प्रारंभ पत्रातील नमुद सर्व अटी व शर्तीचे पालन होत असल्याचे निदर्शनास आल्यास,
 - ३) प्रस्तावित जागेचे वापरात महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ व इतर अधिनियमान्वये प्रस्तावाखालील जागेच्या वापरात बदल होत असल्यास अथवा वापरात बदल करण्याचे नियोजित केल्यास,
 - ४) महानगरपालिकेकडे सादर केलेल्या प्रस्तावात चुकीची माहिती व विधी ग्राह्यता नसलेली कागदपत्रे सादर केल्यास व प्रस्तावाच्या अनुषंगाने महानगरपालिकेची दिशाभूल केल्याचे निदर्शनास आल्यास या अधिनियमाचे कलम २५८ अन्वये कार्यवाही करण्यात येईल.
- २१) प्रस्तावीत इमारतीमध्ये तळमजल्यावर स्टिक्ट (Stilt) प्रस्तावीत केले असल्यास स्टिक्टची उंची मंजूर बांधकाम नकाशाप्रमाणे ठेवण्यात यावी व या जागेचा वापर वाहननाळासाठीच करण्यात यावा.
- २२) मंजूर बांधकाम नकाशातील १५.० मी. पेक्षा जास्त उंचीचे इमारतीचे अग्निशमन व्यवस्थेबाबत सक्षम अधिका-यांचे 'ना हरकत प्रमाणपत्र' सादर करणे बंधनकारक आहे.
- २३) मंजूर रेखांकनाच्या जागेत विद्यमान इमारत तोडण्याचे प्रस्तावीत केले असल्यास विद्यमान बांधकामक्षेत्र महानगरपालिकेकडून प्रमाणीत करून घेतल्यानंतर विद्यमान इमारत तोडून नवीन बांधकामास प्रारंभ करणे बंधनकारक आहे.
- २४) प्रस्तावातील इमारतीचे बांधकाम पुर्ण झाल्यानंतर नियमाप्रमाणे पुर्ण झालेल्या इमारतीस प्रथम वापर परवाना प्राप्त करून घेणे व तदनंतरच इमारतीचा वापरासाठी वापर करणे अनिवार्य आहे. महानगरपालिकेकडून वापर परवाना न घेता इमारतीचा वापर घालू असल्याचे निदर्शनास आल्यास वास्तुविशारद, विकासक व धारक यांच्यावर व्यक्तीशः कायदेशीर कार्यवाही करण्यात येईल.
- २५) पुर्नधिकसीत / नव्याने पुर्ण होणा-या इमारतीमध्ये विद्यमान रहिवाशांसाठी नव्याने बांधण्याची कायदेशीर जबाबदारी वास्तुविशारद, विकासक व धारक यांच्यावर राहिल. याबाबतची सर्व कायदेशीर पुर्तता (विकासकाने रहिवाशांसोबत करारनामा व इतर बाबी) विकासकाने / धारकाने करणे बंधनकारक राहिल.
- २६) या मंजूरीची मुदत दि. २०/११/२००९ पासून दि. २०/११/२०१० पर्यंत राहिल. तदनंतर महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे तरतुदीनुसार विहित कालावधीसाठी नुतनीकरण करण्यात येईल अन्यथा सदरची मंजूरी कायदेशीररीत्या आपोआप रद्द होईल.



द.न.न.-७
इस्त क्रमांक ७१५/१००९
१९/१०

- २७) यापुढीचे पत्र क्र. मिभा/मनपा/नर/२४९/२००९-०७, दि.१९/०४/२००९ अन्वये देण्यात आलेली मंजूरी रद्द करण्यात येत आहे.
- २८) मंडळाला आदेशातील नमूद अटी व शर्तीचे पालन करण्याची जबाबदारी ईन्टर. अर्जदार, वास्तुविशारद, विकासक, अधिकार पत्रधारक, बांधकाम निरीक्षक स्ट्रक्चरल अभियंता व धारक यांची राहिल.
- २९) जागेवर रेन वॉटर हार्वेस्टिंगची व्यवस्था करणे तसेच अग्निशमन व्यवस्था करणे व त्याबाबत महानगरपालिकेचे अग्निशमन विभागाकडील नाहरकत दाखला सादर करणे आपणावर बंधनकारक राहिल.
- ३०) प्रस्तावित इमारतीसाठी भोगवटा दाखल्यापूर्वी सौर उर्जा वरिल पाणी गरम करण्याची व्यवस्था (सोलार वॉटर हिटिंग सिस्टीम) बसवून कार्यान्वीत करणे आपणावर बंधनकारक राहिल.
- ३१) जोत्याच्या दाखल्यापूर्वी नागरी जमीन कमाल धारणा कडील नाहरकत दाखला सादर करणे आपणावर बंधनकारक राहिल.



मनपा/नर/ ४३९७ / ०७ / ०७

दि. 30/3/2009

साक्षात्कार
महानगरपालिका
मुख्य कार्यालय
भाईदर

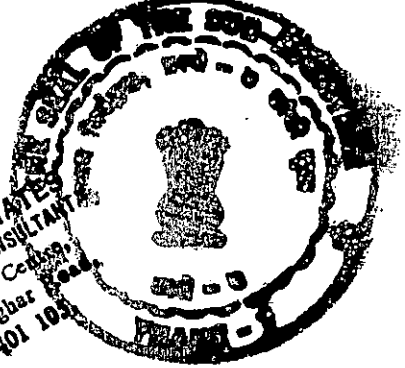
Mira Baidar
आयुक्त

मिरा भाईदर महानगरपालिका



TRUE COPY
Ahmed

D. N. PATEL & ASSOCIATES
ARCHITECTURAL & R.C.C. CONSULTANTS
111, Ashoka Shopping Centre,
Opp. Rly. Station, Navghar Road,
Bhayandar (E) - 401 103



ट.न.न.-७
क्रमांक ११५/२००९
<i>ee/w</i>



प्रति,
श्रीम. प्रेमाबाई बळीराम कासार
श्री. चिंतामण यशवंत पाटील
श्री. एस. एम. राणावत (विकासक)
द्वारा- एकता नगर, रावळ पाड,
दहिसर (पु).

क्र. युएलसी/टीए/एटीपी/कलम-२०/स.दर/
एस.आर ८५०+९९०
अपर जिल्हाधिकारी व सक्षम प्राधिकारी
ठाणे नागरी संकुलन, ठाणे.
दिनांक 29 OCT 2007

विषय:- नागरी जमीन कमाल धारणा अधिनियम १९७६
कलम २० खालील योजना दुर्बल घटक घरबांधणी योजनेतील
सदनिकांचे दर निश्चितबाबत

- १) योजना क्र. एस.आर.८५० दि.१०/३/१९९५
जमिनधारक:- श्रीम. प्रेमाबाई बळीराम कासार
मौजे :- नवघर, ता.जि. ठाणे
जु.स.क्र. :- ३०२/९,३०३/५
न.स.क्र. :- १८१/९,१७९/५
सुट दिलेले क्षेत्र:१५४०.००+२००.००=१७४० चौ.मी.
 - २) योजना क्र. एस. आर.९९०, दि. १०/०७/१९९५
जमिनधारक:- श्री. चिंतामण यशवंत पाटील
मौजे :नवघर, ता.जि. ठाणे
जु.स.क्र. :- ३०२/१४,३०३/१५
न.स.क्र. :- १८१/१४,१७९/१५
योजनेतील सुट दिलेले क्षेत्र :-१०००.०० +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.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
३) मा. जिल्हाधिकारी ठाणे यांचे पत्र क्र.महसुल
१/एनएपी/एसआर ९८/०६ दि.३०/१०/२००७

सहोदय,

वरील संदर्भिय पत्रान्वये आपल्या योजनेतील खुल्या बाजारातील सदनिका विक्रीचा
दर निश्चित करणेसाठी या कार्यालयाकडे विनंती केलेली आहे. शासनपरिषद क्र. २७/७/८७
तसेच दि. २९/१२/९० अन्वये ठरवून दिलेल्या सुत्राप्रमाणे तांत्रिक
रूपाने योजनेतील खुल्या बाजारातील सदनिकांचा दर रु. ७८९/- चौ. फुट (अक्षरी
आतशे एक्याऐशी) इतका हिशोबीत होत आहे. तसेच ५% शासननामनिर्देशित व्यक्तीसाठी
राखीव असणाऱ्या सदनिका विक्रीचा दर रु. ३९९ चौ. फुट. (अक्षरी तीनशे एक्यानऊ



क्र.न.न.-७	
दस्तावेज क्र. ५९४	१२००९
७०/८७	



मात्र) इतका हिशोबीत होईल खुल्या बाजारातील सदनिका विवांताना मा. सर्वोच्च न्यायालयाचे निर्देशाचे काटेकोरपणे पालन होणे आवश्यक आहे.

१. या निर्देशानुसार योजनेतील खुल्या बाजारातील सदनिका वरीलप्रमाणे निश्चित 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 ठेवलेल्या रजिस्टरमध्ये ठेवण्यात यावी.
४. प्रत्येक अर्जाची एक प्रत या कार्यालयाकडे पाठवावी.
५. वरिलप्रमाणे ठेवलेले रजिस्टर 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.



३१५-२२१११०१
जिल्हाधिकारी व सक्षम प्राधिकारी,
ठाणे नागरी संकुलन, ठाणे



द.न.न.-७
१९७५/१२००९
१०९/१०



ट.न.न.-७
दस्त क्रमांक ७१६२
७२/७०

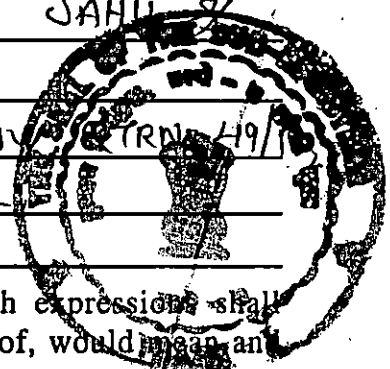
AGREEMENT

THIS AGREEMENT made and entered into at Thane, this 19TH day of DECEMBER the Christian year 2009 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.

AND

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

having his/her/their address at RAILWAY COLONY, TRN-49/1
NEAR & RAILWAY STATION P.F.No-1
KANDIVALI W., MUMBAI



hereinafter referred to as "THE PURCHASER" (which expression shall unless it be repugnant to the context and meaning thereof, would mean and deem to mean and include his/her/ their legal heirs, executors, administrators and assigns) of the OTHER PART.

- 1 -
 KISHOR CHANDRA SAHU.
 Shraddhansali Sahu.

M/s. CHHEDA DEVELOPMENTS

 Partner



Whereas by Agreement dated 19th Dec 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 3rd floor in wing "A" of the building known as ~~ANANT~~ / APURVA at Mira Road(E), more specifically described in the Schedule thereunder written..

Babu
S. Sahu

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. 14,02,131/- (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: -

Babu
S. Sahu

Babu
S. Sahu

Babu
S. Sahu

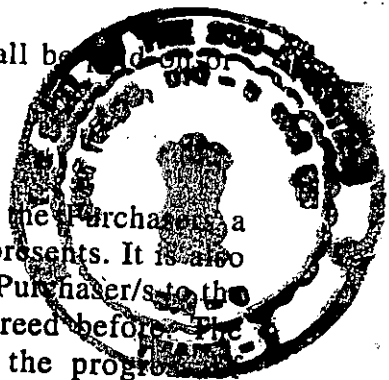
i. Rs. 39000/- Earnest or Deposit Money paid on or before execution of this agreement.

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

iii. Rs. 1363,131/- being the balance amount shall be paid on or before 10/01/2010.

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

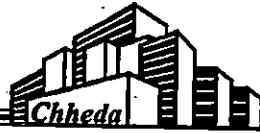
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S. Sahu

ट.न.न.-७	
दस्तावेज क्रमांक	<u>17/11/2009</u>
	<u>103/16</u>



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 1978 DEC 20 09 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/s 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.

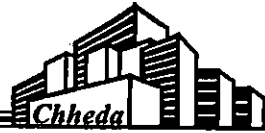
7. The Purchaser/s agree that the Developer shall have a first lien or charge on the said premises for any unpaid amount under this Agreement and the Purchaser/s shall not be entitled to claim possession of the said premises unless the dues under this Agreement are fully paid to the Developer.

A

S. Sahu
S. Sahu



द.न.न.-७
हस्त क्रमांक ७१५ / २००९
१०/१६



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 DELIVERED)
by the withinnamed PROMOTERS)
CHHEDA DEVELOPMENTS)
in the presence of _____)

For Chheda Developments

[Handwritten Signature]

Authorised Signatory



[Handwritten Signature])
)

SIGNED AND DELIVERED by)
the withinnamed "PURCHASER")



Shri/Smt./Ms KISHOR CHANDRA SAHU) x KISHOR CHANDRA SAHU

MRS SHRADDHANJALI SAHU) x Shradddhenjai Sahu.

in the presence of _____)

[Handwritten Signature])
[Handwritten Signature])



RECEIVED the day and year first)
hereinabove written of and from the)
withinnamed Purchaser)



Rs. 39000/- (Rupees THIRTY)

NINE THOUSAND ONLY)

towards part payment of the total)
consideration)

Rs. 39000/-

I SAY RECEIVED

[Handwritten Signature]

(PROMOTERS)

WITNESSES

- 1. *[Handwritten Signature]*
- 2. *[Handwritten Signature]*



द.न.न.-७
दस्तावेज क्रमांक ७९४२ १२००९
०५/१०



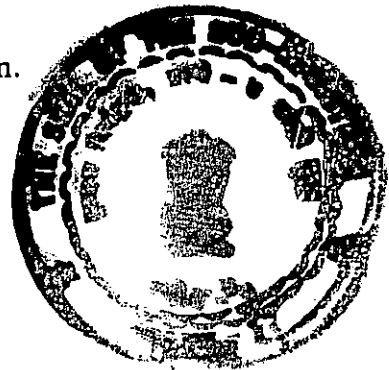
ANNEXURE 'A'

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.

[Handwritten signature]

[Handwritten signature]
S. Sahu



द.न.न.-७
दस्तावेज नं. 12009
<i>[Handwritten signature]</i>

THE KAPOL CO-OP. BANK LTD.

The Kapat Co-operative Bank Ltd.
Borivali Branch Bhamburda Bhawan,
S.V. Road, Borivali (W).

भारत 69322
100562

महाराष्ट्र
FEB 29 2008



GENERAL POWER OF ATTORNEY

16:20
R.0000100/-PB5496

TO ALL TO WHOM THESE PRESENTS SHALL COME, WE 1) SRI. DILIP P. CHEEDA, 2) SRI. VISHAL R. CHEEDA, 3) SRI. MANOJ R. CHEEDA adult, Partner of M/S. CHEEDA DEVELOPMENTS having office at Arena, Poonam Garden, Opp. S.K.Stone, Mira Bhayander Road, Mira Road (E) do hereby SEND GREETINGS.

WHEREAS we are the Partner of M/S. CHEEDA 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.

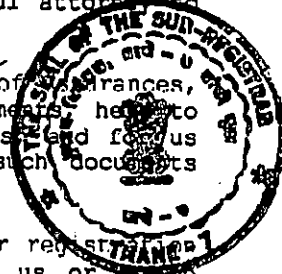
AND WHEREAS we are desirous of appointing the nominate, constitute and appoint SRI. DEARMENDRA P. TEAKER & SRI. SUNIL RAMCHANDRA VARPE adult, Indian Inhabitant, having address at 110, Goyal Shopping Arcade, S.V. Road, Borivali-(W), Mumbai-92. as our true and lawful attorney for the purpose of registration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

NOW KNOW we by these presents, that We 1) SRI. DILIP P. CHEEDA, 2) SRI. VISHAL R. CHEEDA, 3) SRI. MANOJ R. CHEEDA partner of M/S. CHEEDA DEVELOPMENTS do hereby appoint, nominate, and constitute DEARMENDRA P. TEAKER & SUNIL RAMCHANDRA VARPE as our true and lawful attorney to do the following acts, deeds and things.

1. To appear before the Sub-Registrar of Assurances, Thane/Mumbai concerned in respect of any documents here to before executed by us or to be executed by us and for us and on behalf of us to admit execution of such documents executed by us.

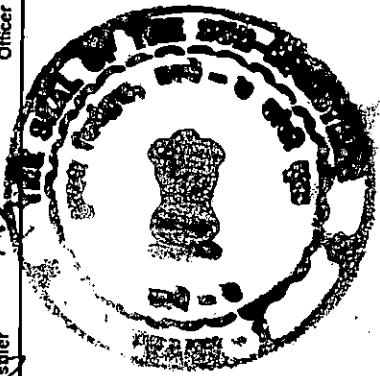
2. For us and on our behalf to present for registration of any documents here to before executed by us or to be executed by us as Partner of M/S. CHEEDA DEVELOPMENTS.

3. To do all acts, deeds and things for us and on our behalf to cause to attendance of our executing parties to any documents before the Sub-Registrar of Assurances 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.



द.न.न.-७
दस्तावेज क्र. 292/2008
9/4

Customer's Copy		
THE KAPOL CO-OP. BANK LTD.		
FRANKING DEPOSIT SLIP		
Branch	BORIVALI	
Pay to: Acct. Stamp Duty	67711	
Franching Value	Rs.	100
Service Charges	Rs.	10
TOTAL	Rs.	110
Name & Address of the Stamp duty paying party		
Tel./Mobile No.	28926428	
Desc. of the Document		
DD/Cheque No. CRM		
Drawn on Bank		
(For Bank's Use only)		
Tran ID	A254 R3	
Franching Sr. No.	PL-546 R4	
Chequer		
Officer		







द.न.न.-७
दस्तावेज क्र. 292/2008
09/04

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)

①   ① Dilip P. Chheda
② Frank  ② 

IN WITNESS WHEREOF 1) SHRI. DILIP P. CHHEDA, 2) SHRI. VISHAL R. CHHEDA, 3) SHRI. MANOJ R. CHHEDA Partner of M/S. CHHEDA DEVELOPMENTS has put our hands on this 13th day of MARCH, 2008, at Bhayander.

SIGNED, SEALED AND DELIVERED by)
The withinnamed -EXECUTANT-)
Partner of)
M/S. CHHEDA DEVELOPMENTS)

M/s. CHHEDA DEVELOPMENTS

(Signature)
(Signature)

In the presence of _____)

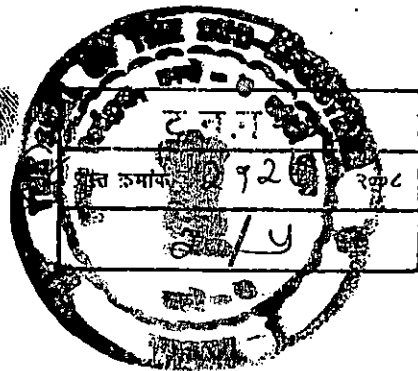
1. *(Signature)*
2. *(Signature)*



(Dilip P. Chheda) (Vishal R. Chheda) (Manoj R. Chheda)





ट.न.न.-७
दस्ता क्रमांक ०१५ १२००९
५५/७

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

LI. No. 11. 10660407
 Name ASHLEY FARIA
 Son of JOSEPH FARIA

Address HOUSE NO 40, WARD NO 2, GAVALDEVRD,
 BHAYANDER (W), MUMBAI
 Temp. Add HOUSE NO 40, WARD NO 2, GAVALDEVRD
 DOB 12 10 1979 H.G.

Identification Marks



DOI 18/08/2007

DOI 18 08 2007



A
 Sign Thumb of Holder

Ashley Faria.
 House. 40, Ward. No. 2,
 Bhayander - (W)



आयकर विभाग
 INCOME TAX DEPARTMENT

भारत सरकार
 GOVT. OF INDIA

RINKU BHAGWANJIBHAI KHANT
 B D KHANT
 14/04/1979
 Permanent Account Number
 AMIPK5008Q

Rinku
 Signature



Rinku. B. Khant
 Shop - No. 2, 90 Ft. Road
 Bhayander - (W)

ट.न.न.-७
 दस्त क्रमांक 1094/2/2009
 09/10

14/03/2008

दुय्यम निबंधकः

-दस्त गोषवारा भाग-1

टनन7

दस्त क्र 2128/2008

7:11:58 pm



रात दु.नि.ठाणे /



8/4



दस्ता क्रमांक : 2128/2008



दस्ताचा प्रकार : मुख्याचारनामा



अनु क्र. पक्षकाराचे नाव व पत्ता पक्षकाराचा प्रकार छायाचित्र अंगठ्याचा ठरसा

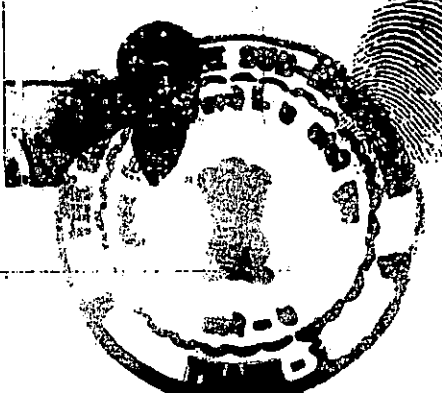
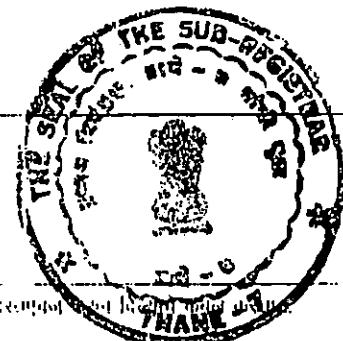
1	नाम : मे फेडा डेव्हलपमेंटर्स लॉफे गार्गीदार दिनेश पी पत्ता : पर पल्ले नं मदली-रस्ता इमारतीचे नाव इमारत नं मो/वसता शहर/मार्ग जिल्हा पिन नंबर	लिहून घेणार वय 44 सही <i>meeta D P.</i>		
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2	नाम : मे फेडा डेव्हलपमेंटर्स लॉफे गार्गीदार मनोज आर पत्ता : पर पल्ले नं वरीलप्रमाणे मदली-रस्ता इमारतीचे नाव इमारत नं मो/वसता शहर/मार्ग जिल्हा पिन नंबर	लिहून घेणार वय 37 सही <i>Manoj</i>		
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3	नाम : मे फेडा डेव्हलपमेंटर्स लॉफे गार्गीदार विशाल पत्ता : पर पल्ले नं वरीलप्रमाणे मदली-रस्ता इमारतीचे नाव इमारत नं मो/वसता शहर/मार्ग जिल्हा पिन नंबर	लिहून घेणार वय 33 सही <i>Vishal</i>		
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4	नाम : गणेश पी ठाकरे पत्ता : पर पल्ले नं मदली-रस्ता इमारतीचे नाव इमारत नं मो/वसता शहर/मार्ग जिल्हा पिन नंबर	लिहून घेणार वय 40 सही <i>Prithakar</i>		
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5	नाम : सुनील रामचंद्र वारे पत्ता : पर पल्ले नं वरीलप्रमाणे मदली-रस्ता इमारतीचे नाव इमारत नं मो/वसता शहर/मार्ग जिल्हा पिन नंबर	लिहून घेणार वय 39 सही <i>Sunil</i>		
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दस्ताच्या प्रत घेणार ठाणेतील मुख्याचारनामा ठरवण्यात येईल. या दिनांकाने घेण्यात येईल.

द.न.न.-७
दस्त क्रमांक 2128/2008
20/06



दस्त गोधवारा भाग - 2

दस्तावेज

दस्तावेज क्रमांक (2128/2008)
419

दस्तावेज क्र. [दस्तावेज/2128/2008] वा गोधवारा
वास्तव मूल्य: ...

पावली क्र.: 2128 ...
वास्तविक मूल्य: ...
मूल्य: ...

दस्तावेज केल्याचा दिनांक: 14/03/2008 06:59 PM
निष्काशनाचा दिनांक: 13/03/2008
दस्तावेज हजेर करणा याची राहणी:

100 : नोंदणी फी
100 : नक्कल (अ. 11(1)), पुराव्यासाठी नक्कल (अ. 11(2)),
रुजवाता (अ. 12) व आयोजिनाम (अ. 13) एकत्रित फी

Handwritten signature

200: एकूण

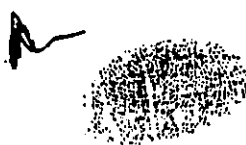
दस्तावेजा प्रकार : (48) मुख्यद्वारागमा
शिकका क्र. 1 वी वेळ : (सादरीकरण) 14/03/2008 06:59 PM
शिकका क्र. 2 वी वेळ : (फी) 14/03/2008 07:11 PM
शिकका क्र. 3 वी वेळ : (कमुली) 14/03/2008 07:11 PM
शिकका क्र. 4 वी वेळ : (आलेख) 14/03/2008 07:11 PM

दस्तावेजाची मूळी, सादर द्यावी जाणे /

दस्तावेज केल्याचा दिनांक : 14/03/2008 07:11 PM

ओळख :
शास्त्रीय दृश्यात असे निवेदीत करतात की, ते दस्तावेजा करून देणा यांना व्यक्तीस: ओळखतात,
व त्यांची ओळख पटवितात.

1) अंसाती करीमा, घर/फ्लॅट नं:
मल्ली/रस्ता:
इमारतीचे नाव:
इमारत नं:
पेट/वसाहत:
शहर/गाव: गाईवर प
जिल्हा:
पिन:



2) सीकू खाते, घर/फ्लॅट नं:
मल्ली/रस्ता:
इमारतीचे नाव:
इमारत नं:
पेट/वसाहत:
शहर/गाव: गाईवर प
जिल्हा:
पिन:



दस्तावेजाची मूळी, सादर द्यावी जाणे /



पुस्तक क्रमांक 2922 ... क्रमांक/घर नोंदिला

प्रमाणित करण्यात येते की, ...पाने आहेत.
सह. दुय्यम निबंधक ठाणे-0

(ए. एस. चाटे)
सह. दुय्यम निबंधक ठाणे क्र. ...
तारीख: 98/04/2008

द.न.न.-७
दस्तावेज क्रमांक ७१५/२००९
२१/०४

घोषणापत्र

मी धर्मेद्र पी. ठाकर / सुनील रा. वर्पे याद्वारे घोषित करतो कि दुष्यम 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. यांनी दि. १३-०३-२००८ रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सादर दस्त नोंदणीस सादर केला आहे / निष्पापित करून कबुलीजबाब दिला आहे. सादर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेला नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तपैकी कोणीही मयत झालेले नाही किंवा. अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दवातल ठरलेले नाही. सादरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सादरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहिन याची मला जाणीव आहे.

DR. HAKES

कुलमुखत्यारपत्रधारकांचे नाव व सही



क्र.नं.-७
०९५/१००९
<i>[Signature]</i>



क्रं.युएलसी/टिए/एटीपी/कलम-२०/भोग.दा/
एस आर ८५० + ९९०
अपर जिल्हाधिकारी व सक्षम प्राधिकारी,
ठाणे नागरी संकुलन, ठाणे.
दिनांक :- 22 MAY 2009

प्रति,

मा.आयुक्त,
मिरा-भाईंदर महानगरपालिका,
भाईंदर (प), ता.जि. ठाणे - ४०९ ९०९

विषय :- नागरी जमिन कमाल धारणा अधिनियम १९७६

कलम २० खालील योजना "भोगवटा दाखला" ना हरकत प्रमाणपत्र

१) योजना क्रं. एस.आर.८५० दि.१०/३/१९९५

जमिनधारक:- श्रीम. प्रेमाबाई बळीराम कासार

मौजे :- नवघर, ता.जि. ठाणे

जु.स. क्रं.:- ३०२/९, ३०३/५

न.स.क्रं. :- १८९/९, १७९/५

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

२) योजना क्रं. एस. आर.९९०, दि. १०/०७/१९९५

जमिनधारक:- श्री. चिंतामण यशवंत पाटील

मौजे : नवघर, ता.जि. ठाणे

जु.स.क्रं.:- ३०२/१४, ३०३/१५,

न.स.क्रं. :- १८९/१४, १७९/१५

योजनेतील सुट दिलेले क्षेत्र :- १००.०० + २५४०.००

चौ.मी. = २६४०.०० चौ.मी

विकासक/ अधिपत्रधारक : एस. एम. राणावत

मंजुर नकाशा नुसार क्षेत्र ४३८०.०० चौ.मी.

संदर्भ :- १) विकासक यांचा विनंती अर्ज दि. १२/१२/२००७

२) मिभा- मनपा चे बांधकाम प्रारंभ पत्र व मंजुर बांधकाम

नकाशाक्र.मिभा/मनपा/नर/३७०७/०८-०९

दि. २९/१/२००९

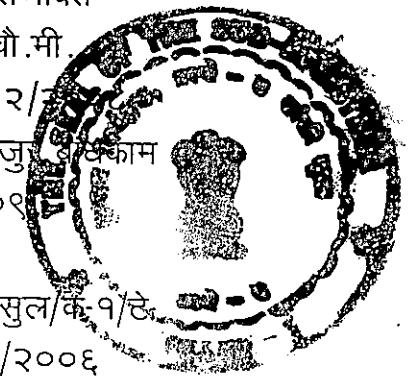
३) मा. जिल्हाधिकारी ठाणे यांचे पत्र क्र. महसुल/क.१/टे.

१/एनएपी/एसआर ९८/०६ दि. ३०/१०/२००६

महोदय,

ना.ज.क.धा. अधिनियम १९७६ अंतर्गत कलम २० अंतर्भूत जमिनधारकाचे संदर्भित पत्र क्र.१ अन्वये विकासकाने विषयांकित योजना क्रं ८५० (मौजे नवघर- जु.स.क्रं. ३०२/९, ३०३/५) योजना क्र.९९० (मौजे. नवघर जु.स.क्रं. ३०२/१४, ३०३/१५) करीता **दाखला-७** दाखला, ना हरकत दाखला अपेक्षिलेला आहे.

संदर्भित पत्र क्र.(२) च्या मंजुर बांधकाम नकाशानुसार प्रस्तावित क्षेत्र ३६३२.०० चौ.मी. असून त्याप्रमाणे शासन देय ५ टक्के बांधील क्षेत्र १८६.९५ चौ.मी. हिशोबीत होते.



दस्त क्रमांक	१९०९
दिनांक	२२/५/२००९

सबब विकासकाने / योजनाधारकाने विषयांकित जमिनीवरील इमारतीमधील सदनिका क्रमांक ए/१०१, ए/१०२ आणि ए/२०२ अन्वये १६१.०९ चौ.मी. बाधील क्षेत्र सदनिकेच्या स्वरूपात शासनास प्रत्यापित केलेले असून उर्वरित बांधील क्षेत्र २५.०६ चौ.मी. ची प्रचलित बाजार भावाप्रमाणे सदनिका फरकाची किंमत या कार्यालयात भरलेली आहे. त्यामुळे विषयाकीत जमिनीमधुन शासन देय क्षेत्र १८६.१५ चौ.मी. हे पूर्णपणे शासनास प्राप्त झालेले आहे.

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

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



श्री. ए. ए. ए.
जिल्हाधिकारी व सक्षम प्राधिकारी,
ठाणे नागरी संकुलन, ठाणे.

प्रत :-

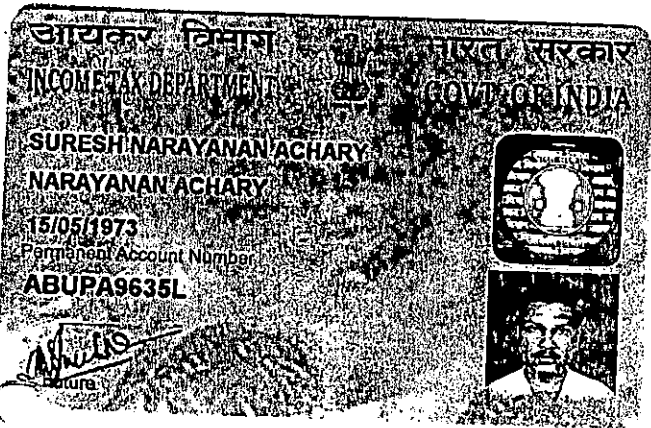
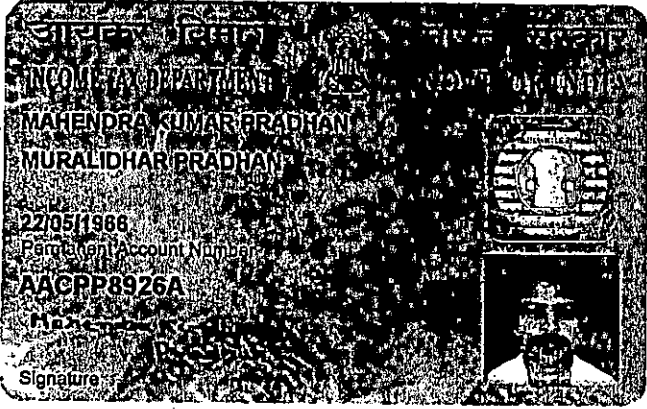
- १) श्रीम. प्रेमाबाई बळीराम कासार
श्री. चिंतामण यशवंत पाटील (जमिनधारक)
द्वारा श्री. एस अम रानावत (अधिकारपत्रधारक)
एकता नगर, रावळ पाडा, दहिसर (पु)

आपण या कार्यालयात सादर केलेली प्रतिज्ञापत्र / हमीपत्र व इतर कागदपत्र भविष्यात खोटी आहे असे निदर्शनास आल्यास आपणास पूर्णपणे जबाबदार धरण्यांत येईल व दि.४/१०/२००७ च्या हमीपत्राद्वारे शासनास प्रत्यापित केलेली सदनिका खुल्या बाजारात विक्री केल्यास ना.ज.क.धा.अधिनियम १९७६ च्या कलम १०६ अन्वये आपणावर फसवणुकीबाबत कार्यवाही करणेत येईल याची कृपया नोंद घ्यावी.

- २) निवड नस्ती.



ट.न.न.-७
दस्ता क्रमांक १०५/२००९
१०/१०



द.न.न.-७
दि. १५/०५/२००९
५/६



21/12/2009

दुय्यम निबंधकः

11:53:53 am

सह दु.नि.ठाणे 7

दस्त गोषवारा भाग-1

टनन7

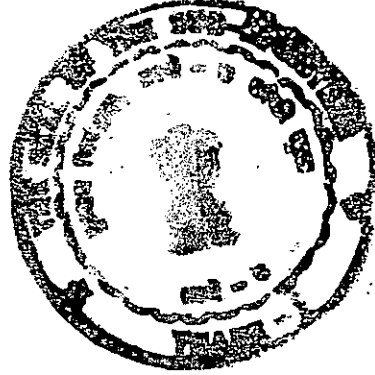
दस्त क्र 7162/2009

२६/७

दस्त क्रमांक : 7162/2009

दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	<p>नाम: किशोरचंद्र साहु - - पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: - ईमारतीचे नाम: रेल्वे कॉलनी कं. ईमारत नं: - पेठ/वसाहत: रेल्वे स्टेशन समोर शहर/गाव: कांदिवली प. तालुका: - पिन: - पॅन नम्बर</p>	<p>लिहून घेणार वय 40 सही <i>Rahu</i></p>		
2	<p>नाम: श्रध्वांजली साहु - - पत्ता: घर/फ्लॅट नं: वरिलप्रमाणे गल्ली/रस्ता: - ईमारतीचे नाम: - ईमारत नं: - पेठ/वसाहत: - शहर/गाव:- तालुका: - पिन: - पॅन नम्बर: -</p>	<p>लिहून घेणार वय 36 सही <i>S. Sahu</i></p>		
3	<p>नाम: मे छेडा डेव्हलपमेंटस तर्फे भागीदार विशाल आर. छेडा तर्फे कु गु धर्मेद्र पी. ठाकर - - पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: - ईमारतीचे नाम: - ईमारत नं: - पेठ/वसाहत: - शहर/गाव: नालासोपारा त</p>	<p>लिहून घेणार वय 41 सही <i>DP Thakre</i></p>		



दस्तऐवज करून देणार तथाकथित [करारनामा] दस्तऐवज करून दिल्याचे कबूल करतात.

1 OF 1



दस्त गोषवारा भाग - 2

टनन7

दस्त क्रमांक (7162/2009)

2/10

दस्त क्र. [टनन7-7162-2009] चा गोषवारा
बाजार मूल्य : 1909000 मोबदला 1909000 भरलेले मुद्रांक शुल्क : 78030

पावती क्र.: 7160 दिनांक: 21/12/2009
पावतीचे वर्णन
नांव: किशोरचंद्र साहु - -

दस्त हजर केल्याचा दिनांक : 21/12/2009 11:44 AM
निष्पादनाचा दिनांक : 19/12/2009
दस्त हजर करणा-याची सही :

Kahu

19090 : नोंदणी फी
1740 : नक्कल (अ. 11(1)), पृष्ठांकनाची
नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

20830: एकूण

दस्ताचा प्रकार : 25) करारनामा
शिकका क्र. 1 ची वेळ : (सादरीकरण) 21/12/2009 11:44 AM
शिकका क्र. 2 ची वेळ : (फी) 21/12/2009 11:52 AM
शिकका क्र. 3 ची वेळ : (कबुली) 21/12/2009 11:53 AM
शिकका क्र. 4 ची वेळ : (ओळख) 21/12/2009 11:53 AM

दु. निबंधकाची सही, सह दु.नि.ठाणे 7

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

ओळख :
खालील इशम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,
व त्यांची ओळख पटवितात.

1) महेंद्रकुमार प्रधान - - , घर/फ्लॅट नं:

Mahendrakumar Pradhan

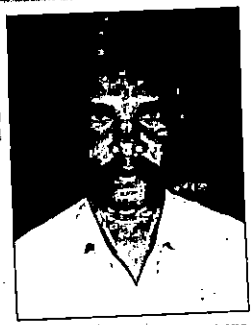
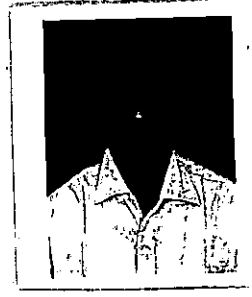
गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव: कांदिवली
तालुका: -
पिन: -



2) सुरेश नारायण आचार्य - - , घर/फ्लॅट नं:

Suresh

गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव: कांदिवली
तालुका: -
पिन: -



दु. निबंधकाची सही
सह दु.नि.ठाणे 7

प्रमाणित करणेत गेले की
या दस्त्यामध्ये एकूण

पान आहेत.

सह. दुय्यम निबंधक ठाणे-७



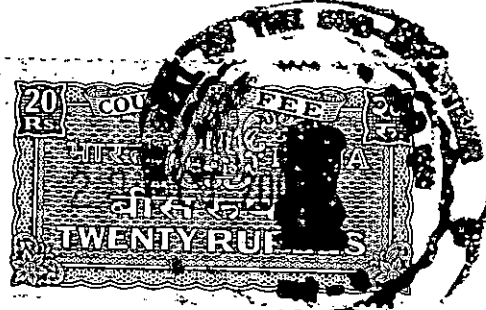
पुस्तक क्रमांक
क्रमांकावर नोंदला

सह. दुय्यम निबंधक ठाणे क्र. ७
तारीख 29 मार्च 2009



गावाचे नाव : नवघर

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा
व बाजारभाव (भाडेपट्ट्याच्या
बाबतीत पट्टाकार आकारणी देतो
की पट्टेदार ते नमूद करावे) मोबदला रु. 1,909,000.00
बा.भा. रु. 1,909,000.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (1) सर्वे क्र.: 303/1ए,5, 302/9,14, न.181/9,14, 17 वर्णन: डब्ल्यु वॉर्ड , सदनिका
(असल्यास) क्र.ए/302, 3रा मजला , अपूर्व , रामदेव पार्क , वागड नगर जयळ, मिरारोड पु.
- (3) क्षेत्रफळ (1) 60.31 चौ मि बि अण
- (4) आकारणी किंवा जुडी देण्यात (1)
असेल तेव्हा
- (5) दस्तऐवज करून देण्या-या (1) मे छेडा डेव्हलपमेंटस तर्फे भागीदार विशाल आर. छेडा तर्फे कु मु धर्मेन्द्र पी. ठाकर - ;
पक्षकाराचे व संपूर्ण पत्ता किंवा घर/फ्लॉट नं. -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव:
दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नावांसोपारा ; तालुका: -; पिन: -; पॅन नम्बर: AAFFC2547P.
- (6) दस्तऐवज करून घेण्या-या (1) किशोरचंद्र साहु -; घर/फ्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: रेल्वे कॉलनी
पक्षकाराचे नाव व संपूर्ण पत्ता किंवा कं.; ईमारत नं: -; पेठ/वसाहत: रेल्वे स्टेशन समोर; शहर/गाव: कांदिवली प.; तालुका:
दिवाणी न्यायालयाचा हुकुमनामा -; पिन: -; पॅन नम्बर: AVQPS6870B
किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (2) श्रध्दांजली साहु -; घर/फ्लॉट नं: वरिलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत
नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (7) दिनांक करून दिल्याची 19/12/2009
- (8) नोंदणीचा 21/12/2009
- (9) अनुक्रमांक, खंड व पृष्ठ 7162 /2009.
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 78050.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 19090.00
- (12) शेरा



सह दुय्यम निबंधक वर्ग. २
ठाणे ६३. ७