



Tuesday, October 04, 2005

1:37:55 PM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 3541

गावाचे नाव कुळगाव

दिनांक 04/10/2005

दस्तऐवजाचा अनुक्रमांक

उहन2 - 03541 - 2005

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव: अनिल डी. सरदार - -

नोंदणी फी

:-

4540.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (35)

:-

700.00

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रु.

5240.00

आपणास हा दस्त अंदाजे 1:52PM ह्या वेळेस मिळेल

दुय्यम निबंधक

उल्लेखनगर 2

दुय्यम निबंधक, उल्लेखनगर क्र.-2.

बाजार मुल्य: 426000 रु.

मोबदला: 452500रु.

भरलेले मुद्रांक शुल्क: 11850 रु.



The Bank of Maharashtra
 Ltd. Mumbai (E)
 Thane
 P. O. BOX NO. 103598
 (2005 - 11850) - 40 154



भारत 42497
 103598
 Serial Address
 061 03 2005

14.20
 R. 0011850/-PB5110
 INDIA STAMP DUTY MAHARASHTRA

Mrs. NEELAM S. CHITRE
Neelam
 (Principal Officer)
 THE BANK OF MAHARASHTRA LTD.
 Lokgaon, Kalyan (E).

Ward No. : _____
 Village : Kulgaon
 Flat / Shop / area : 55.28 sq. metres (built up)
 Mkt. Value : Rs. 4,26,000/-
 Actual Value : Rs. 4,52,500/-
 Stamp Value : Rs. 11,850/-

AGREEMENT FOR SALE

This Agreement made at Badlapur
 on this 4TH day of OCTOBER 2005.

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BETWEEN

M/s. Dheeraj Estates Private Limited, a company registered under the Indian Companies Act, 1956, having its registered office at Office No.2, Shree Krishna Dham, Barage Road, Badlapur (W), District Thane, through its Director Shri RATU. T. JAI INGHANI aged about 40 years hereinafter called and referred to as the Promoter (which expression unless be repugnant to the context or meaning thereof mean and include its survivors, executors, administrators and assigns) being the Party Of The First Part

AND

SHRI. ANIL. D. SARDAR aged about 38 yrs
 _____ aged about _____ yrs
 occupation SERVICE residing at 816, Sarva Soc. Vikhrali
Park like Vichhotiwal Mum- 79

hereinafter called and referred to as the Purchaser (which expression shall unless it be repugnant to the context or meaning thereof mean and include his / her / their heirs, executors, administrators and assigns) being the Party of the Second Part.

WHEREAS Shri Harishchandra Walaku Jadhav and others are the owners of all that piece and parcel of land lying, being and situated at Village Kulgaon, Taluka Ambernath district Thane within the limits of Badlapur Municipal Council bearing;



Survey No.	Hissa No.	Area (sq. mtrs)
56	1 (part)	2000

hereinafter called and referred to as the "Plot No. 1".

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AND WHEREAS Shri Harishchandra Walaku Jadhav and others are also the owners of all that piece and parcel of land lying, being and situated at Village Kulgaon, Taluka Ambernath district Thane within the limits of Kulgaon Badlapur Municipal Council bearing;

Survey No.	Hissa No.	area (sq. metres)
57	1(part)	2500

hereinafter called and referred to as the "Plot No. II".

AND WHEREAS Shri Dharma Pandu Jadhav and others are owners of all that piece and parcel of land lying, being and situated at Village Kulgaon, Taluka Ambernath district Thane within the limits of Kulgaon Badlapur Municipal Council bearing;

Survey No.	Hissa No.	Area (sq. mtrs) as per	
		Extract of 7/12	Ceiling Order
56	1 (part)	3390	3414.49

hereinafter called and referred to as the "Plot No. III".

AND WHEREAS Shri Gajanan Manmat Kapse is the owner of all those pieces and parcels of land lying, being and situated at Village Kulgaon, Taluka Ambernath district Thane within the limits of Kulgaon Badlapur Municipal Council bearing;

Survey No.	Hissa No.	Area (sq. mtrs) as per	
		Extract of 7/12	Ceiling Order
56	1 (part)	2830	2832.76
56	1 (part)	1920	1947.52
56	1 (part)	290	278.21
	Total →	5040	5058.49

hereinafter called and referred to as the "Plot No. IV".

AND WHEREAS Smt. Sakhubai Shankar Jadhav and others are the owners of all these piece and parcel of land lying, being and situated at Village Kulgaon, Taluka Ambernath district Thane within the limits of Kulgaon Badlapur Municipal Council bearing;

Survey No.	Hissa No.	Area (sq. mtrs) (retainable land)
56	1 (part)	4551.25

hereinafter called and referred to as the "Plot No.V".

AND WHEREAS M/s. Dheeraj Estates Private Limited viz. the Promoter herein by and under five separate Development Agreements and Power of Attorneys duly registered at the office of Sub-Registrar of Assurances at Ulhasnagar is entitle to develop the above said Plots as per the terms and conditions of those agreements and the details of the documents as under :

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- i. by and under Development Agreement dated 12.08.2004 registered at the office of Sub-Registrar of Assurances at Ulhasnagar under serial No. 3507/2004 dated 12.08.2004 made and executed between Shri Harishchandra Waluku Jadhav and others as the Owners and the M/s. Dheeraj Estates Private Limited viz. the Promoter herein as the Developers, the said owners granted the development rights in respect of the abovesaid Plot No. 1 to the Promoter herein at and for the price / consideration and on the terms and conditions therein mentioned and also executed Power of Attorney dated 12/08/2004 in favour of the Promoter and the same is also registered at the office of Sub registrar of Assurances at Ulhasnagar under serial no. 03508 dated 12/08/2004.
- ii. by and under an agreement dated 17.08.1987 Shri. Harishchandra Waluku Jadhav and others agreed to sell the land bearing Survey No. 57 Hissa No. 1(part) admeasuring 4900 sq. metres to M/s. Mahavir Enterprises at and for the price/ consideration and on terms and conditions therein contained and in pursuance thereof has also granted power of attorney in favour of M/s. Mahavir Enterprises on 19.10.1987.
- iii. The said M/s. Mahavir Enterprises further by and under Understanding reached with M/s. Manoj Developers have agreed to assign and transfer all their right, title and interest in the above said property in favour of M/s. Manoj Developers at and for the price/ consideration and on terms and conditions therein contained and the said Owners have also granted power of attorney in favour of M/s. Manoj Developers on 03.12.1990
- iv. M/s. Manoj Developers along with M/s. Mahavir Enterprises in turn by and under an Agreement dated 30.06.2004 lodged for registration with Sub-Registrar of Assurances at Ulhasnagar-2 under serial No. 2841/2004 dated 30.06.2004 agreed to assign and transfer the development rights in respect of the property declared as "Retainable Land " admeasuring 2500 sq. metres being Plot No. II herein in favour of Shri Ashwin Mohanlal Thakkar at for the price/ consideration and on terms and conditions therein contained and in pursuance thereof also executed a power of attorney in favour of Shri Ashwin Mohanlal Thakkar on 30.06.2004 which is registered at the office of Sub-Registrar of Assurances at Ulhasnagar-2 under serial No. 2842/2004 dated 30.06.2004
- v. In turn by and under a Development Agreement dated 05.07.2004 registered at the office of Sub-Registrar of Assurances at Ulhasnagar under serial No. 2890/2004 dated 05.07.2004 made and executed between the said Shri Ashwinbhai Mohanlal Thakkar as the Vendor and the Promoter herein, therein referred to as the Developers, the said Shri Ashwinbhai Mohanlal Thakkar transferred and assigned the development right in respect of the said Plot No. II to the Promoter herein at and for the price / consideration and on the conditions therein mentioned and also executed Power of Attorney dated 05/07/2004 in favour of the Promoter and the same is also

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registered at the office of Sub registrar of Assurances at Ulhasnagar under serial no.02891 dated 05/07/2004.

- vi. Shri. Dharma Pandu Jadhav and others by and under an agreement dated 21.08.1987 agreed to sell the Plot No. III to M/s. Mahavir Enterprises at and for the price/ consideration and on terms and conditions therein contained and in pursuance thereof has also granted power of attorney in favour of M/s. Mahavir Enterprises on 19.10.1987.
- vii. M/s. Mahavir Enterprises further by and under the Understanding reached with M/s. Manoj Developers and agreeing to assign and transfer all their right, title and interest in the said Plot No.III in favour of M/s. Manoj Developers at for the price/ consideration and on terms and conditions therein contained and the said Owners also granted power of attorney on 03.12.1990 in favour of M/s. Manoj Developers
- viii. M/s. Manoj Developers along with M/s. Mahavir Enterprises in turn by and under an Agreement dated 30.06.2004 lodged for registration with Sub-Registrar of Assurances at Ulhasnagar-2 under serial No. 2843 dated 30.06.2004 agreed to assign and transfer all their right, title and interest in respect of the aforesaid Plot No. III in favour of Shri Ashwin Mohanlal Thakkar at for the price/ consideration and on terms and conditions therein contained and in pursuance thereof also executed a power of attorney in favour of Shri Ashwin Mohanlal Thakkar on 30.06.2004 which is registered at the office of Sub-Registrar of Assurances at Ulhasnagar-2 under serial No. 2844 dated 30.06.2004
- ix. In turn by and under a Development Agreement dated 05.07.2004 registered at the office of Sub-Registrar of Assurances at Ulhasnagar under serial No. 2888/2004 dated 05.07.2004 made and executed between the said Shri Ashwinbhai Mohanlal Thakkar as the Vendor and the Promoter herein, therein referred to as the Developers, the said Shri Ashwinbhai Mohanlal Thakkar transferred and assigned the development right in respect of the said Plot No. III to the Promoter herein at and for the price / consideration and on the terms and conditions therein mentioned and also executed Power of Attorney dated 05/07/2004 in favour of the Promoter and the same is also registered at the office of Sub registrar of Assurances at Ulhasnagar under serial no.02889 dated 05/07/2004.
- x. The owners Shri Gajanan Manmat Kapse by and under an agreement dated 23.07.1997 agreed to sell the said Plot No. IV to M/s. Siddhivinayak Enterprises, at and for the price/ consideration and on terms and conditions therein contained.
- xi. M/s. Siddhivinayak Enterprises further by and under an Agreement dated 14.08.2003 lodged for registration with Sub-Registrar of Assurances at Ulhasnagar-2 under serial No. 3564 dated 14.08.2003 agreed to assign and transfer all their right, title and interest in respect of the aforesaid Plot No. IV in favour of M/s. Jai Hind Enterprises at

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Jai Hind



for the price/ consideration and on terms and conditions therein contained and in pursuance thereof the Owner Gajanan Manmat Kapase granted power of attorney in favour of M/s. Jai Hind Enterprises on 14.08.2003 which is registered at the office of Sub-Registrar of Assurances at Ulhasnagar-2 under serial No.3565 dated 14.08.2003

- xii. In turn by and under Development Agreement dated 02.06.2004, registered at the office of Sub-Registrar of Assurances at Ulhasnagar under serial No. 2399/2004 dated 02.06.2004, made and executed between the said M/s Jai Hind Enterprises as the Vendor and the Promoter herein, therein referred to as the Developers, the said M/s Jai Hind Enterprises transferred and assigned the development right in respect of the said Plot No. IV to the Promoters at and for the price / consideration and on the terms and conditions therein mentioned and also executed Power of Attorney dated 02/06/2004 in favour of the Promoter and the same is also registered at the office of Sub registrar of Assurances at Ulhasnagar under serial no. 02400 dated 02/06/2004.
- xiii. Shankar Pandu Jadhav and others, by and under an agreement dated 17.08.1987 agreed to sell the land bearing Survey No. 56 Hissa No. I(part) admeasuring 7520 sq. metres to M/s. Mahavir Enterprises at and for the price/ consideration and on terms and conditions therein contained and in pursuance thereof has also granted power of attorney in favour of M/s. Mahavir Enterprises on 20.10.1987.
- xiv. M/s. Mahavir Enterprises further by and under an Agreement dated 13.11.1990 lodged for registration with Sub-Registrar of Assurances at Ulhasnagar under serial No. 6968 dated 16.11.1990 agreed to assign and transfer all their right, title and interest in the land declared as retainable land admeasuring 4551.25 sq. metres (being Plot No. V as referred hereinabove) in favour of M/s. Manoj Developers at for the price/consideration and on terms and conditions therein contained and in pursuance thereof also the aforesaid Owner granted power of attorney in favour of M/s. Manoj Developers on 29.11.1990.
- xv. By and under an Agreement dated 07.10.2003 registered with Sub-Registrar of Assurances at Ulhasnagar under serial No. 4249 dated 07.10.2003 made and executed between Smt. Sakhubai Shankar Jadhav and others through their constituted attorneys Sri Jethalal Ratanshi Patel and Karsan Ratanshi Patel as the Owners, M/s. Manoj Developers as the First Confirming Party, M/s. Mahavir Enterprises as the second confirming party and M/s. Smug Trading Pvt. Ltd. viz. the Developers, the said M/s. Mahavir Enterprises assigned and transferred all their right, title and interest in the said Plot No. V in favour of M/s. Smug Trading Private Limited at for the price/ consideration and on terms and conditions therein contained and in pursuance thereof also executed an irrevocable power of attorney in favour of the said M/s. Smug Trading Private Limited
- xvi. In turn by and under a Development Agreement dated 02.06.2004 registered at the office of Sub-Registrar of Assurances at Ulhasnagar under serial No. 2401/2004 dated 02.06.2004, made and executed

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between the said M/s. Smug Trading Private Limited as the Vendor and the Promoter herein, therein referred to as the Developers, the said M/s. Smug Trading Private Limited transferred and assigned the development right in respect of the said Plot No. V to the Promoters at and for the price / consideration and on the terms and conditions therein mentioned and also executed Power of Attorney dated 02/06/2004 in favour of the Promoter and the same is also registered at the office of Sub registrar of Assurances at Ulhasnagar under serial no.02402 dated 02/06/2004.

AND WHEREAS the Promoter by and under the powers and authorities vested in them in terms of the abovesaid five agreements have amalgamated the above said five plots and got the plans sanctioned from the Kulgaon Badlapur Municipal Council under Building Commencement Certificate No. .KBNP / NRV / BP / 454-111 dated 24.08.2004 thereby availing the permission for construction of buildings on land admeasuring 16557.73 sq. metres forming a larger part of land acquired for development as recited hereinabove and same is hereinafter called and referred to as the "Said Property" and more particularly described in the Schedule hereunder written.

AND WHEREAS out of the said amalgamated plot, an area admeasuring 3540 sq. metres is declared as surplus land under the provisions of Urban Land (Ceiling & Regulation) Act, 1976 and necessary exemption under section 20 of the said Act is obtained under No. ULC/ULN/Sec.20(n)/SR - 447 dated 25.09.2003.

AND WHEREAS the land bearing Survey No. 56, Hissa No. 1(P) admeasuring 4551.25 Sq. Mts. belonging to Smt. Sakhubai Shankar Jadhav is converted to Non-Agricultural Use under the order granted by the Collector Thane Bearing No. MAHASUL / K-1 / T-7 / NAP / SR - 119 / 89 dated 08/08/1989 and at present the Promoters have commenced the construction work as per the sanction plan and above land converted to Non-Agricultural Use and further intend to commence the construction work on the remaining land on conversion of Non-Agricultural Use.

AND WHEREAS in pursuance to the sanctioned plans and permissions as recited hereinabove, the Promoters have commenced the construction work of the proposed building on said property.

AND WHEREAS the Promoter has appointed Architect registered with the Council of Architects, and the promoter have appointed a structural engineer for preparation of the structural design and drawing of the building and the Promoter accepts the professional supervision of the Architect and the structural engineers till the completion of the building.

AND WHEREAS the Promoter proposes to construct on the said land a new multi-storeyed building as per the sanctioned plans and permissions.

AND WHEREAS the Purchaser has demanded from the Promoters and the Promoter has given the inspection of all the documents relating to the said land to the Purchaser and the plans, design specifications prepared by the Promoter Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Promotion



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of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as "THE SAID ACT") and the rules made thereunder.

AND WHEREAS the copies of Certificate of Title issued by the Advocate of the Promoter to the said property and copies of extracts of 7/12, the list of amenities to be provided and the floor plan approved by the local authority have been annexed hereto and marked as Annexure "A", "B", "C" & "D" respectively.

AND WHEREAS the Promoter has got approved from the concerned local authority the plans, specifications, elevation and details of The Said Building (hereinafter referred to as "the said plans").

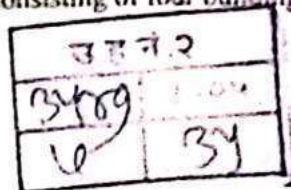
AND WHEREAS the Purchaser has accepted the title of the owner to the said property as shown in the records of rights in respect thereof and the documents referred to hereinabove as well as the terms and conditions of the exemption order under the Urban Land (Ceiling and Regulation) Act, 1976 and the Promoter has brought to the knowledge of the purchaser herein and the Purchaser is aware that the Promoter during the course of completion of the entire scheme of construct will acquire additional FSI / TDR as per the rules and regulations of the Municipal Corporation and will further avail, use and consume additional floor space index thereby constructing additional floors, flats and units in the said scheme of construction and will get the plans, amended, revised, modified as the Promoter may deem fit and proper and the Purchaser has accorded his / her express and irrevocable consent for the same.

AND WHEREAS the Promoter has provided to the Purchaser the copy of exemption order, sanctioned plans, permissions, approvals, documents of title and have clearly brought to the knowledge of the Purchaser and the Purchaser is fully aware of the covenants, common rights as appearing on the sanctioned plans and after being fully satisfied about the same has granted his / her express and irrevocable consent for the same.

AND WHEREAS the Purchaser has seen the site of the building and the work of construction of the said building being in progress and is satisfied with the quality of the work and has approved the same.

AND WHEREAS the Promoter has given the clear inspection of the sanctioned plans to the Purchaser which also includes the future expansion buildings as well construction of certain amenity area as well as recreation spaces and has represented and brought to the notice of the Purchaser and the Purchaser is fully aware and having the correct knowledge that the scheme of construction undertaken by the Promoter on the amalgamated property described in the schedule hereunder written consists of twenty five buildings and common facilities and amenities to the said entire housing project viz.

- i) Building No. A type consisting of one building
- ii) Building No. B type consisting of four buildings
- iii) Building No. B-1 type consisting of one building
- iv) Building No. C type consisting of two buildings
- v) Building No. C-1 type consisting of five buildings
- vi) Building No. D type consisting of four buildings



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vii) Eight buildings in the form of future expansion

and thus the purchaser herein is fully aware and having the full and absolute knowledge of the total construction scheme, the Number of buildings, recreational facilities and amenity area and the purchaser herein along with the other purchasers will not raise any objection, hindrance or obstruction at the time of formation of society / condominium of apartments its conveyance, demarcation, grant of right of way, easementary rights and other benefits attached to the said different portions of land as described hereinabove. The Purchaser is also aware that the land to be conveyed in favour of the cooperative housing society of building will not be equivalent and in proportion to the floor space index used, utilised and consumed in the construction of buildings on the said plot of land and the Purchaser herein grant his / her express and irrevocable consent for such transfer of land and construction thereon.

AND WHEREAS the Promoter has also clearly brought to the notice of the Purchaser during the course of development / construction they will shift and / or convert the amenity area of the said entire project or will further use and utilise the benefit of the amenity area as may be sanctioned by the municipal authorities and will avail the additional construction thereof as they may deem fit and proper and also delete the construction of certain amenities area including temple and garage premises and the Purchaser shall not raise any objection for the same and will not demand the construction thereof and further will not claim any compensation thereof and thus have granted their express and irrevocable consent to the Promoter for making any changes, modifications and revisions in the said entire amalgamated property and / or sanction of plans for the further expansion buildings and commencement and completion of construction work of the same without taking any consent of the Purchaser herein.

AND WHEREAS the Purchaser after verifying the above facts and having the true and correct knowledge of the same and after satisfying himself / herself has expressed his / her express and irrevocable consent for the same and agreed to acquire the flat / unit in the said scheme of construction.

AND WHEREAS relying upon the said aforesaid representations, the Promoters agreed to sell the Purchaser a Flat / Shop / Other Unit at the price and on the terms and conditions herein after appearing.

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

1. THE Promoter shall construct the building on the said property in accordance with the plans, design specifications approved by the concerned local authority and which have been seen and approved by the Purchaser with only such variation and modification as the Promoter may consider necessary or as may be required by the Kulgaon Badlapur Municipal Council to be made in them or any of them for which the Purchaser hereby gives consent.

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2. THE Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s the Shop/Flat No. 301 on the THIRD floor, admeasuring 55.28 sq. metres. built up (which is inclusive of the area of Balconies, Proportionate Area of Staircase, Mid-landing, Passage and Common Areas) in the building No. D1 of the scheme known as "Krishna Estate" and as shown on the floor plan thereof hereto annexed and marked as annexure "C") hereinafter referred to as "the said premises") for the price / consideration of Rs. 4,52,500/- (Rupees FOUR LAKHS FIFTY TWO THOUSAND ONLY) The Purchaser hereby agrees to pay to the Promoter the aforesaid consideration / price in the following manner viz.:-

FIVE HUNDRED ONLY

The Purchaser hereby agrees to pay to the Promoter the aforesaid consideration / price in the following manner viz.:-

- (i) Rs. 10,000/- (Rs. TEN THOUSAND ONLY) → paid on or before execution of these presents as earnest money (the payment and receipt whereof the Promoter doth hereby admits, acquits, acknowledges and discharges the Purchaser absolutely and forever)
- (ii) Rs. _____ (Rs. _____) to be paid on or before _____
- (iii) Rs. _____ (Rs. _____) to be paid on or before _____
- (iv) Rs. _____ (Rs. _____) to be paid on or before _____
- (v) Rs. _____ (Rs. _____) to be paid on or before _____
- (vi) Rs. _____ (Rs. _____) to be paid on or before _____
- (vii) Rs. _____ (Rs. _____) to be paid on or before _____
- (viii) Rs. _____ (Rs. _____) to be paid on or before _____
- (ix) Rs. _____ (Rs. _____) to be paid on or before _____
- (x) Rs. 4,42,500/- (Rs. FOUR LAKHS FORTY TWO THOUSAND FIVE HUNDRED ONLY) to be paid on or before POSSESSION
- (xi) Rs. 30,000/- (Rs. SOCIETY CHARGES THIRTY THOUSAND ONLY) to be paid within seven days from the date of receipt of intimation that the said premises is ready for use and occupation.

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THE Purchaser agrees and assures to pay the following amounts on demand and/or prior to taking the possession of the said flat viz.

- (a) Rs. 3,500/- towards legal charges.
- (b) Rs. 360/- towards entrance fees and share money.
- (c) Rs. 4,140/- towards society formation charges.
- (d) Rs.15,000/- towards M.S.E.B. meter and connection charges
- (e) Rs. 3,500/- towards proportionate water/meter charges and incidental expenses thereto.
- (f) Rs. 3,500/- towards proportionate share for development charges and other charges paid payable to council.

It is hereby expressly agreed that the time for payment of each of the aforesaid installment of the consideration amount shall be essence of contract. All the above respective payments shall be made within 7 days of the Promoters sending a notice to the Purchaser/s calling upon him / her to make payment of the same. Such notice is to be sent under certificate of posting at the address of the Purchaser/s mentioned above and this posting will be sufficient discharge to the Promoters / Builders.

3. The Promoters hereby agree to observe perform and comply with all the terms, conditions, stipulations if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter.
4. The Promoters hereby declare that they have utilised the floor space index as mentioned in the approved plan and the Promoters has brought to the notice of the Purchaser herein and the Purchaser herein is fully aware that the Promoters intends to acquire the transfer of development rights to be used, availed and consumed on the said property and thereby construct additional floors, flats, units and the Purchaser herein has granted his / her express and irrevocable consent for the same and the Purchaser herein along with the other purchasers in personal capacity or in the capacity as the member of the cooperative housing society or any corporate body as the case may be will not raise any objection / hindrance and will render sincere cooperation for the Promoters to consume and avail the T.D.R. and complete the additional construction as per the plans and permissions granted by the Municipal Corporation.
5. THE Promoters hereby agree that they shall make out clear and marketable title before handing over the possession of the premises to the Purchaser and in any event before the execution of the Conveyance of the said property in favour of a Corporate Body to be formed by the purchasers of the Flats / Shops / Other Unit in the building to be constructed on the said property and ensure that said property is free from all encumbrances and that the Promoters has absolute, clear and marketable title to the said property so as to enable him to convey to the said Society such absolute, clear and



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marketable title on the execution of a conveyance of the said property by the Promoters in favour of the said Society.

6. THE Purchaser agrees to pay to the Promoters interest @ 18% per annum on all the amounts which becomes due and payable by the Purchaser to the Promoters under the terms and conditions of this agreement from the date the said amount is payable by the Purchaser to the Promoters.
7. ON the Purchaser committing default, in payment on due date of any amount due and payable by the Purchaser to the Promoters under this agreement, (including his / her / their proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Purchaser committing breach of any of the terms and conditions herein contained the Promoters shall be entitled to at their option to terminate this agreement and to forfeit the moneys paid by the Purchaser under this agreement.

THE Promoters shall have the first lien and charge on the said flat/premises agreed to be acquired by the Purchaser in respect of any amount due and payable by the Purchaser under this terms and conditions of this agreement.

8. THE fixtures, fittings, and amenities to be provided by the Promoters in the premises and the said building are those that are set out in the ANNEXURE "D" annexed hereto.
9. THE Promoters shall be entitled to reasonable extension of time for giving delivery of the said flat / shop / tenement / other unit on the aforesaid date, if the completion of building in which the said flat / shop / other unit is situated is delayed on account of :-
 - i) non-availability of steel, cement other building materials, water or electric supply;
 - ii) war, civil commotion or Act of God;
 - iii) any notice order, rule, notification of the Government and / or other public or competent authorities.
10. THE Purchaser shall take possession of the said premises within 7 days of the Promoters giving written notice to the Purchaser intimating that the said premises are ready for use and occupation.
11. THE Purchaser shall on receipt of possession use the premises or permit the same to be used only for the purpose of residence and / or for such other purpose as may be authorised by the Builders / Developers in writing and as may be permissible in law and / or the local authority and / or any other concerned authorities in that behalf and which is not likely to cause nuisance or annoyance to the other occupiers of the said buildings and / or owners and occupiers of the neighboring property or properties. The Purchaser shall use the Garage or Parking Space only for the purpose of keeping the Purchaser/s own vehicle.

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12. THE Purchaser along with the other Purchasers of the Flats / Shops in the building shall join in forming and registering the cooperative society to be known by such name as the Promoters may decide and for this purpose he / she also from time to time sign and execute the necessary applications and/or other papers and documents necessary for the formation and registration of the co-operative society including the bye laws of the proposed society and duly fill in, sign and return to the Promoters within 7 days of the same being forwarded by Promoters to the Purchaser. No objection shall be taken by the Purchaser if any changes or modification are made in the draft bye laws or the Memorandum and/or Article of Association, as may be required by the Registrar of Co-operative Societies or any other competent authority.
13. ON the completion of all the buildings (with its all wings) and on receipt by the Promoters of the full payment of all the amounts due and payable to him by all the purchasers of all the flats/ premises in the said building, the purchasers shall co-operate with the Promoters in forming and registering or incorporating a society a registered body, when the society is registered and all the amounts due and payable to the Promoters in respect of the flats and other units and other portions in the said building, garages and car parking spaces are paid in full as aforesaid, the Promoters shall cause to be transferred to the society all the rights title and interest of the Promoters in the aliquot part of the said property together with building by executing the necessary Conveyance of the said property and the said premises in favour of such society, such conveyance shall be in keeping with the terms and conditions and provisions of this agreement. It is clearly brought to the notice of the Purchasers that there are number of buildings in the said property undertaken by Promoters, the execution of the conveyance may be delayed and the Purchasers shall not raise any objection till all the buildings in the said layout are constructed and the flats / units therein are sold out to the prospective buyers.
14. COMMENCING a week after notice in writing is given by the Promoters to the Purchaser that the said premises are ready for use and occupation. The Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the said land called as open land tax, betterment tax, for the period from the date of building commencement certificate till the date of occupation certificate, the Purchaser shall be liable to bear and pay the proportionate share of municipal tax, outgoings in respect of the said land, flat / shop and building namely local taxes, betterment charges or other levies by the concerned local authority and/or government, water charges, common lights, repairs and salaries of clerks, bills of collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenances of the said building. The Purchaser shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Purchaser further agrees that till the Purchaser's share is so determined by the



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Promoters shall pay to the Promoters provisional monthly contribution of Rs. 300/- per month towards the outgoings from the date of notice as aforesaid.

The 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 and shall not withhold the same for any reasons whatsoever.

15. THE Purchaser hereby agrees to pay on demand the Purchaser's share of stamp duty and registration charges payable, if any, by the said society on the Conveyance or any document or instrument of transfer in respect of the said property and the building or the said premises to be executed in favour of the society.
16. THE Promoters hereby declare that the said property is not subject to any mortgage, charge, lien or any other encumbrances whatsoever.
17. THE Purchaser shall from the date of possession maintain the premises at Purchaser's own cost in good tenable condition and shall not do or suffer to be done anything in or to the building in which the said building or the premises, staircase or common passage which may be against the rules, regulations of the concerned local or any other authority and the Purchaser shall not change, alter or make additions in or to the said premises or the building or any part thereof.
18. THE Purchaser shall not store in the said premises any goods which are hazardous, combustible and/or dangerous in nature or are so heavy as to damage the construction or structure of the building or are rejected to by the concerned local or other authority or authorities shall not carry out or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building including the entrance of the premises and the Purchaser shall be liable for the consequences of breach of this clause.
19. THE Purchaser shall at their costs carry out all internal repairs to the said premises and maintain the same in good condition, state and order in which the same was delivered by the Promoters and shall not do or suffer to be done anything in or to the building in which the said building or to the said premises, which may be against the rules, regulations and bye laws of the concerned local authority and/or public authorities and the Purchaser shall be responsible to the concerned local authorities and or the other public authority for any thing so done in connection with the said building and/or the said premises and shall be liable for the consequences thereof.
20. THE Purchaser shall not at any time demolish or cause to be demolished the said premises or any part thereof nor shall at any time made or cause to be made any additions or alterations of whatsoever nature to the said premises or any part thereof or any alteration in the elevation and outside colour scheme of the said premises and shall keep the partition walls, sewer, drains, pipes in the said premises in good condition and appurtenances thereto in good tenable repairs and condition of and

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in particular so as to support shelter and protect the other parts of the building and shall not chisel or cause damage to any columns, R.C.C. pards or other structure or structural members in the said building without prior written permission of the Promoters and/or Society.

The Promoters may make alterations in structure of the said premises as described in the said plans or any other alterations or additions in the structure of the said building after the said plans are disclosed or furnished to the Purchaser and the Purchasers shall not object for such alterations or additions, provided that such alterations / additions should not affect the flat / shop / premises agreed to be purchased by the Purchaser.

21. THE Purchaser shall not do or permit or be done any act or thing which render void or voidable any insurance of the said property and building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
22. THE Purchaser shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in compound or any portion of the said property or building.
23. IN case any security deposit is demanded by the concerned local authorities or government for the purpose of giving water connection to the said building, such deposit shall be payable by the Purchaser along with the other Purchasers of the said building. The Purchaser agrees to pay to the Promoters within seven days of demand the Purchaser's share of such amount of deposit. The Purchaser also agrees to contribute proportionate expenses for transformer etc., if insisted by M.S.E.B. charges and penalties leviable by the concerned planning authority in connection with the enclosing of balconies or otlas.
24. THE development and/or betterment charges, N.A. taxes, open land taxes or other taxes levied by the concerned local authority, Government and/or any other public authority in respect of the said property and/or building, shall be borne and paid by the Purchaser along with all the Purchasers of flats in the building in proportion to the floor area of their respective premises.
25. THE Purchaser and/or the Promoters shall from time to time sign all applications, papers and documents and do all such acts, deeds and things as the Promoters and/or the Society may require for safeguarding the interest of the Promoters and/or the Purchaser and the other Purchasers of the said premises in the said building.
26. NOTHING contained in this agreement is intended to be nor shall the same be constructed as a grant, demise or assignment in law of the said premises or of the said land and building or any part thereof. The Purchaser shall have no claim, save and expect in respect of the said premises hereby agreed to be sold to him / her and parking spaces, recreation spaces, parking spaces, stilts, lobbies, staircases, terraces, etc., will remain the property of the Promoters until the said land and building is ready for possession.

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- the said building is transferred to the co-operative society as herein before mentioned.
27. THE Purchaser shall not let, sub-let, transfer, assign or part with his / her interest or benefit factors under this agreement or part with the possession of the said premises until all the dues payable by the Purchaser to the Promoters under this agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the term and conditions of this agreement and unless & until prior permission in writing is obtained from the Promoters.
 28. THE Purchaser shall observe and perform all the rules and regulations which the society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats there in and for the observance and performance of the building rules, regulations and bye laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all stipulations and conditions laid down by the co-operative society regarding the occupation and use of the said premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms and conditions of this agreement.
 29. ANY delay tolerated or indulgence shown by the Promoters in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser by the Promoters shall not be constructed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoters.
 30. ALL costs, charges and expenses, penalties, Sales-Tax, if any, including stamp duty, registration charges and expenses in connection with the preparation and execution of this Agreement as well as the Conveyance and other documents and the formation, registration or incorporation of the Co-operative Society, shall be borne and paid by all the Purchasers of the flats, shops or other units or other spaces and/or paid by such co-operative Society or as the case may be. The Purchaser shall present this Agreement as well as the Conveyance at the proper registration office for registration within the time limits prescribed by the Registration Act and the Promoters shall attend such office and admit the execution thereof. The Purchaser shall deposit with the Promoters a sum of which will be worked at the prevailing rates being proportionate share of stamp duty that would be needed for execution of final Deed of Conveyance of the Co-operative Housing Society or Condominium of apartments. The Purchaser shall agree that unless and until the Purchaser of various flats / shops / units in the said building pay the proportionate amount of stamp duty and registration charges, if any, the Promoters shall not be obliged to

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execute or cause to be executed the final deed of conveyance in favour of the co-operative housing society / condominium of apartments.

31. All notices to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent by the Registered A.D. Post or Under Certificate of Posting to the Purchaser at his / her / their address as specified hereinabove.
32. THE Purchaser shall permit the Promoters and his / her Surveyors and agents, with or without workmen and others at all reasonable time, to enter upon, into the said property and premises or any part thereof to view and examine the state and condition thereof.
33. IT is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flat in the said building, if any, shall be exclusively to the respective Purchasers of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Promoters or the society.
34. a) The Promoters shall be entitled to transfer, assign, dispose off and/or sell in any manner he / she deem proper the said terrace, stilt, garage etc., to anybody. The Purchaser along with the other Purchasers will not raise any objection of whatsoever nature. The stilt and open spaces shall always be the property of the Promoters and the Promoters shall have full right and absolute authority to enclose the said stilt area of the building and further shall have the right to sell the same to any prospective purchaser.
b) The Promoters shall become the member of the society in respect of its rights and benefits concerned above. If the Promoters transfers, assigns and disposes of such rights and benefits at any time to anybody the assignee / transferee shall become the member of the society and/or the Apartment Owner's Association in respect of the said rights and benefits. The Purchaser will not have any objection to admit such assignee or transferee as the member/s of the Society.
c) The Purchaser agrees that they along with the other Purchasers of the flats will not charge anything from the Promoters or its nominee or nominees or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for the use of such terrace, compound walls, display of advertisement or hoardings etc., for the purpose mentioned hereinabove.
35. THE Purchaser shall not claim any deduction in the cost of his / her flat on account of deletion of any item of construction / her requirements, of the Purchaser in his / her flat.
36. IF Additional amenities are required by the Purchaser, then in the event the Purchaser agrees to pay in advance the cost of such additional amenities as per the estimate prepared by the Promoters of

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the Architect of the Promoters and his decision shall be final and binding.

- 37. THE Promoters shall have the right to make additions and/or alterations and raise or put up additional structures, as may be permitted by concerned authorities on the terrace or the said land and/or grant right of way from the said land for development of any property adjacent to this property. If any portion of the said land is acquired or notified to be acquired by the Government or any other Public body or authority, the Promoters shall be entitled to receive all the benefits in respect of thereof and/or compensatory FSI or all other benefits which may be permitted in lieu thereof. The Promoters have the right to display advertisements hoardings and other neon sign and advertisement materials on or over the terrace, parapet wall of the building with the right to grant permission to any person / firm of that choice and the purchasers herein along with the other purchaser will not raise any objection for the same.
- 38. THE transaction covered by this contract at present is not understood to be a sale liable to tax under Sales Tax Laws. If however, by reason of any amendment to the constitution or enactment or amendment of any other laws, central or state, this transaction is held to be liable for tax as a sale or otherwise either as a whole or in part, in connection with this transaction are liable to be tax, the same shall be payable by the Purchaser along with the other purchasers of the building on demand at any time.
- 39. The Purchaser covenant with the Promoters that if at the request of the Purchasers the Promoters makes any change in the flats / shops / other units agreed to be sold and as a result of this the Promoters have to use any materials less than the other purchasers, even then the Purchaser shall not be entitled to any reduction in the agreed price of the said flat and he / she shall be liable to pay the entire agreed price as per this agreement. Similarly, the Promoters are not bound to carry out any extra additional work for the purchasers without their being a written acceptance by the Promoters that they have agreed to execute the additional extra work for the purchaser. In case if the Promoters have agreed to do any additional extra work for the purchasers, have agreed to do any additional extra work for the purchaser, the Purchaser shall within 7 days from the date when the Promoters gives the estimated cost. If the Purchaser fails to deposit with the Promoters the estimated cost for the additional extra work agreed to be carried out by the Promoters then the Promoters shall not be liable to carry out the said additional work in the premises of the said Purchaser.
- 40. IT is also agreed and understood that the Promoters will only pay the municipal tax for the unsold flats / shops / units and will not pay any maintenance charges like water, light etc., and the Promoters can sell the said flats / shops / units to any prospective buyers and such prospective buyers will become the member of the society by paying any transfer premium or any other charges.

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41. THAT the Purchaser shall at no time demand partition of their interest in the said SCHEDULE hereunder written of the said building it being hereby agreed and declared by the Purchaser that their interest in the piece or parcel of land more particularly described in the SCHEDULE hereunder written and the building and land is impartible and it is further agreed that the Promoters shall not be liable to execute a transfer deed in favour of the Purchaser unless the Promoters decided to submit the entire building to the provisions of the Maharashtra Apartment Ownership Act, 1970.
42. Notwithstanding any other provisions of this agreement the Promoters shall be entitled at the his sole and absolute discretion:
- a) To form a separate / combined cooperative housing society or limited Company or condominium of apartment or any other body or bodies of Purchasers to be formed and constituted.
 - b) To decide and determine how and in what manner the infrastructure including the common utility areas such as gardens, open spaces, roads etc. may be transferred and/or conveyed /assigned/leased.
 - c) To provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads, if any.
 - d) To decide from time to time to what extent the building/s along with land appurtenant to it is transferred to the respective body formed.
 - e) To decide from time to time when and what sort of document of transfer should be executed.
 - f) To grant of right of access / way and / or other easementary rights to the adjacent buildings, plots of the said entire property.
43. 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 anyone of their choice the stilt, garage, garden in the compound and the terrace above the top floor of the said building subject to the necessary means of access to be permitted for such purpose so as to reach the water tank. The Purchaser/Occupant of such stilt, garage, terrace or garden shall be entitled to make use of the same for the purpose whatsoever, as permissible by law. However, the Purchaser/Occupant of such stilt, garage, terrace or garden shall not enclose or cover the same without the written permission of the Promoters and/or the society or such body formed, as the case may be and Municipal Council and other authorities.
44. It is specifically declared that if the Promoters provides the facility of bore well then the Promoters shall have full right and absolute authority to grant the water connection / supply to any adjoining buildings / societies and the Purchaser herein along with the other Purchasers shall not raise any objection for such grant of facility of



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bore well water and use of such bore well water by the Promoters for construction of other buildings in the adjoining properties.

45. THE Purchaser/s is aware that the Promoters shall be paying the maintenance, municipal taxes, local taxes and all outgoing as aforesaid in respect of whole of the property for and on behalf of the Purchaser/s of the flats and it shall be the paramount responsibility and obligation of the Purchaser/s to pay all the outgoing regularly. In the event of the default being committed by the Purchaser/s herein or any of the Purchaser/s of any other units and in such event the Promoters shall not be bound to pay the outgoings for and on behalf of such defaulting persons and in the event of any essential supply being disconnected, it shall be the responsible of the Purchaser/s together in respect of the flats in respect of which possession has been given by the Promoters.
46. If the Purchaser intends to cancel this agreement with having good and reasonable grounds, he / she shall give written application to the Promoters and on cancellation of the agreement he / she shall give six months period to the Promoters within which period the Promoter shall arrange to refund the moneys collected by them on account of the installments of the said premises without any interest.

The Promoters shall forfeit the 20% of the total amount received from the Purchaser as and by way of liquidated damages, while repaying the money paid by the Purchaser.

47. If the Purchaser neglects, omits or fails in any manner whatsoever to pay to the Promoters any of the amounts due and payable by the Purchaser under the terms and conditions of the agreement (whether before or after delivery of possession) within the time herein specified or if the Purchaser shall in any other way fails to perform or observe any of the covenants and stipulations or his part thereto contained or referred to, the Promoters shall be entitled or re-enter and resume possession of the said flat / shop / other unit etc, and of everything whatsoever therein contained and this agreement shall cease and stand terminated and the earnest money and other amounts already paid by the Purchaser to the Promoters shall be refunded to the Purchaser in respect of the said premises and the Purchaser shall have no claim in or upon the said premises and the Purchaser hereby agree to forfeit all his rights, title and interest in the said premises and in such event the Purchaser shall be liable to be immediately ejected as tress-passer but the right given by this clause to the Promoters shall be without prejudice to the other rights, remedies and claims, whatsoever at law or under this agreement of the Promoters against the Purchaser.
48. IN the event of the society or corporate body being registered before the sale and disposal by the Promoters of all the persons in the said building, the power and authority of the society or the corporate body so formed or of the Purchaser herein and other Purchasers of the building shall be subject to the overall powers of the Promoters in any matter concerning the building construction and completion thereof and

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Promoters shall have absolute authority and control as regards the unsold flats, the balance floor space and its disposal thereof.

49. THE Promoters shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes and for other non-residential purpose and the Purchaser herein along with the other Purchasers shall not raise any objection for such non-residential use of the premises sold by the Promoters to the intending Purchasers.
50. THE Purchaser herein has desired to avail the special amenities over and above the general amenities as mentioned in the Annexure hereto and the Purchaser has agreed to pay the extra consideration as mentioned in the supplemental agreement for providing amenities. It is further agreed and understood by and between the parties that the said amenities shall be provided only on payment of installment as mentioned in the supplemental agreement and that such agreement shall form a part and parcel of this agreement.
51. THE Purchaser shall lodge at his own costs as to the registration charges for registration within two months of the date of this agreement and shall intimate the Promoters within 7 days from the date of lodgment and serial number under which the same is lodge for registration with Xerox copy of receipt in order to enable the Promoters to admit the execution of the same.
52. THE stilt, basement and garage as well as the open parking spaces if any, shall always be the property of the Promoters and the Promoters have full right and authority to enclose the said stilt area of the building and further right to sell the same to any prospective purchaser/s and the Purchaser/s herein along with other purchasers will not take any objection for the same and the Purchaser has only the right in respect of the flat agreed to be purchased by him or her.
53. THE Promoters shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules, regulations etc.,
54. IT is brought to the notice of the Purchaser that the electric meters of all the flats / shops / office premises as well as the water meters will be in the name of the Promoters herein and the Purchasers and / or their society shall get the same transferred in their favour and the Promoters herein will grant the no objection as and when required.
55. THE Promoters have explained to the Purchaser that if any difficulty arises in registration of Societies due to more than one building in the said complex then some common organization or Apex / Federal Society will be formed by the Promoters which may be found feasible and suitable in the circumstances.
56. The Purchaser has seen the layout of the proposed building complex and has agreed and understood the common amenities roads, drainage, sewers, water pipe lines, street light etc. shall be the common property and shall be available for common use by all the

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buyers of the premises in the said complex and accordingly the Purchasers of the premises in the said complex and the different common organization will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.,

57. The Promoter has given the clear inspection of the sanctioned plans to the Purchaser which also includes the future expansion buildings as well construction of certain amenity area as well as recreation spaces and has represented and brought to the notice of the Purchaser and the Purchaser is fully aware and having the correct knowledge that the scheme of construction undertaken by the Promoter on the amalgamated property described in the schedule hereunder written consists of twenty five buildings and common facilities and amenities to the said entire housing project viz.

- i) Building No. A type consisting of one building
- ii) Building No. B type consisting of four buildings
- iii) Building No. B-1 type consisting of one building
- iv) Building No. C type consisting of two buildings
- v) Building No. C-1 type consisting of five buildings
- vi) Building No. D type consisting of four buildings
- vii) Eight buildings in the form of future expansion



and thus the purchaser herein is fully aware and having the full and absolute knowledge of the total construction scheme, the Number of buildings, recreational facilities and amenity area and the purchaser herein along with the other purchasers will not raise any objection, hindrance or obstruction at the time of formation of society / condominium of apartments its conveyance, demarcation, grant of right of way, easementary rights and other benefit attached to the said different portions of land as described hereinabove. The Purchaser is also aware that the land to be conveyed in favour of the cooperative housing society of building will not be equivalent and in proportion to the floor space index used, utilised and consumed in the construction of buildings on the said plot of land and the Purchaser herein grant his / her express and irrevocable consent for such transfer of land and construction thereon.

58. The Promoter has also clearly brought to the notice of the Purchaser during the course of development / construction they will shift and / or convert the amenity area of the said entire project or will further use and utilise the benefit of the amenity area as may be sanctioned by the municipal authorities and will avail the additional construction thereof as they may deem fit and proper and also delete the construction of certain amenities area including temple and garage premises and the Purchaser shall not raise any objection for the same and will not demand the construction thereof and further will not claim any compensation thereof and thus have granted their express and irrevocable consent to the Promoter for making any changes, modifications and revisions in the said entire amalgamated property and / or sanction of plans for the further expansion buildings and

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commencement and completion of construction work of the same without taking any consent of the Purchaser herein and the Purchaser after verifying the above facts and having the true and correct knowledge of the same and after satisfying himself / herself has expressed his / her express and irrevocable consent for the same and agreed to acquire the flat / unit in the said scheme of construction.

59. The Promoter has also brought to the knowledge of the Purchaser and the Purchaser is aware that the scheme of construction undertaken by the Promoter on the amalgamated property described in the schedule hereunder written consists of various buildings and common facilities and amenities to the said entire housing project and as such the Promoter has reserved their rights and option for the formation of the society building wise or by making combination of the buildings as regards the common amenities and the same is accepted the Purchaser herein. It is also further brought to the knowledge of the Purchaser that in event the Promoter intends to form a federal society of all the societies of the buildings situated in the said property, then Purchaser shall execute all the writings and documents for enabling the respective society in which his flat is situated to be the member of such federal society and the rules and regulations of the federal society or the apex society shall always remain binding upon the Purchaser herein and the Purchaser agree and assure to execute necessary confirmation and writings to safeguard the interest of the Promoter and for the effectual formation of such federal or apex society as the case may be and thus has granted his express and irrevocable consent for the same.
60. It is agreed that if before the execution of the conveyance in favour of the proposed society and further construction on the land is allowed in accordance with the rules and regulations of the municipal corporation then the Promoters would be entitled to put up additional or other construction without any hindrance by the Purchaser. Provided that any payment may, have to be made to the municipal corporation for such additional construction shall be paid by the Promoters. The Promoters shall be entitled to sell premises forming part of such additional construction in such manner as they may think fit and proper to any person or persons for such consideration as the Promoters may in his absolute discretion deem fit and proper. The Promoters will in those events be entitled to connect the electric meter, sanitary and drainage connections provided however that all costs of construction of such additional floors and the connection to be made thereto shall be borne by the Promoters. The Promoters and / or their transferees shall have the right to use all the staircases and other common amenities of the building. In the event of additional floors being constructed as aforesaid, the water tank shall be shifted to the top of such structures at the cost of the Promoters. If any additional construction becoming permissible on the said building after the completion of the construction of the said building the Promoters shall be entitled to construct the same and to use the same

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additional tenements. The Purchaser herein and the members of the society shall admit such new intending purchasers at its members.

61. In the event of any portion of the said property being required for putting up an electric sub-station, the Promoters shall be entitled to give such portion to the concerned body for such purpose on such terms and conditions as the Promoters shall think fit.
62. THE Purchaser shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and licence agreement in respect of the premises allotted to the purchaser.
63. After the possession of the premises is handed over to the Purchaser if any additions or alterations in or about or relating to the said building are thereafter required to be carried out by the Government, municipality or any statutory authority the same shall be carried out by the Purchaser in co-operation with the Purchaser of the other premises in the said building at his own costs and the Promoters shall not be in any manner be liable or responsible for the same and for any damage caused to the building.
64. IT is hereby agreed that the Promoters shall be at liberty to amalgamate and / or combine one or more plots of land adjacent to the said land and get the plan o the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event form and get registered cooperative housing society of all the flats / shops purchasers in the said buildings and the Purchaser herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the Promoters shall be at liberty and / or entitled to grant a right of way from or through the aid land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Purchaser herein shall not object the said right of the Promoters in any manner.
65. The Purchaser/s hereby declare and confirm that he / she have entered into this agreement, after reading and having understood the contents of all the aforesaid deeds, documents, writings and papers and all disclosures made by the Promoters to the Purchaser/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the Municipal Corporation and all other concerned government bodies and authorities and also subject to the Promoters' right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, utilise, consume and exploit the entire balance and additional floor space index available on the said property as entire transferable development rights as may be permissible by law.

[Handwritten Signature]

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66. The Purchaser/s agree and undertake to observe, abide by and comply with all the terms, conditions and stipulations of all exemptions orders, scheme, permission, sanctions, approvals, NOCs etc., that have been granted or sanctions and which may hereafter be granted or sanctioned or imposed by any authority, statutory or otherwise, including making payment of all amounts, charges, expenses, deposits etc., whether refundable or not.
67. All terms, conditions and covenants of this agreement, including the powers, authorities, permission and covenant given by the Purchaser/s to the Promoters herein shall remain valid, operative, binding, continuous, subsisting, irrevocable and in full force and effect even after the occupation / possession of the said premises is handed over to the Purchaser/s under the possession of the said building is handed over to the said organisation and the deed of conveyance / assignment / lease or any other transfer document is executed.
68. The Promoters shall have full right, absolute authority and shall be entitled to sell, assign, mortgage, charge, encumber or otherwise deal with all or any of their rights, title, benefits and interest in respect of the said property, and / or the said building or any part thereof, including for the purpose of raising finance, monies for the development of the said property or otherwise, subject to the rights of the Purchaser/s under this agreement.
69. It is expressly agreed that the Promoters shall be entitled to put a hoarding and / or cable network station mobile phone set up or station on the said property or on the building to be constructed on the said property and the said hoardings may be illuminated or comprising of neon sign or such other type or mode as may be designed by the Promoters and for the purpose Promoters is fully authorised to allow temporary or permanent construction or crection in installation either on the exterior or the said building or on the property as the case may be and the Purchaser agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance. The Promoters or his nominees shall be exclusively entitled to the income that may be derived by display of such advertisement or installation of cable network or mobile phone station, at any time hereafter. The Purchaser shall not be entitled to any abatement in the price of the said premises or to object to the same for any reason and shall allow the Promoters, his agents, servants etc., to enter into the said property including the terraces and other open spaces in the building for the purpose of putting and / or preserving and / or maintaining and / or removing the advertisements and / or hoardings, neon lights or such installations etc., The Promoters shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the limited company shall not raise any objection there.

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70. THE Promoters shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules, regulations etc.,
71. PROVIDED and ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives or between Purchasers of other premises in the said building, and the Promoters in respect of the construction of these presents or concerning anything hereto contained or arising out of the premises or as the rights liabilities or the duties of the said parties hereunder the same shall be referred to Arbitrators of two persons one to be appointed by the Purchaser or all other Purchasers together and one by the Promoters. The Arbitrator so appointed shall appoint before entering upon the reference, appoint Chairman. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to such reference.
72. This agreement shall, to the extent they are statutory, always be subject to the provisions contained in the Maharashtra Ownership Flat (Regulation of Promotion, Construction, Sale, Management and Transfer) Act, 1963, (Maharashtra Act No. XV of 1997) and Rules made thereunder and any other provisions of Law Applicable thereto.

SCHEDULE OF THE PROPERTY

All those pieces and parcels of land lying, being and situate at village Kulgaon, Taluka Ambernath, District Thane, within the limits of the Kulgaon Badlapur Municipal Council bearing:

Survey No.	Hissa No.	Area (sq. mtrs)
56	1 (part)	2000
57	1 (part)	2500
56	1 (part)	2447.99
56	1 (part)	2832.76
56	1 (part)	1947.52
56	1 (part)	278.21
56	1 (part)	4551.25
	Total	



and bounded as follows :

- On or towards east : Boundaries of land falling under Green Zone
 On or towards west : 30 feet wide existing main road towards Dubey Baug.
 On or towards north : Boundary of Survey No. 57/1
 On or towards south : Boundaries of Survey No. 56/4 & 56/5 together with all easement rights and benefits of sanctioned plans and permissions.

[Handwritten Signature]

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IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals to this writing on the day and the year first hereinabove mentioned.

SIGNED & DELIVERED
by the within named Promoter
M/s. Dheeraj Estates Private Limited
through its Director
Shri RAJU T. JAISINGHANI

389.2	
3109	2004
28	33

RAJU T. J.

SIGNED & DELIVERED
by the within named
Purchaser/s
SRI. ANIL SARDAR

Anil Sardar

WITNESS:

- LALIT S. SHEWARAMANI
- Rajesh D. Gupta

Lalit S.

Rajesh

(Customer Copy)

THE BANK OF RAJASTHAN LTD.	
Br. Kalyan	Date 31/3/05
Stamp Duty	Rs. 11,850/-
Service Charges	Rs. 12/-
Total	Rs. 11,862/-

Name of stamp duty paying party Shri Anil Sardar (Chakrapar)

Name of counterparty Lalit S. Shewaramani

Purpose of transaction purchase of flat

Cheque No. if any _____
Drawn on Bank _____
Branch _____

Cashier 11862
Authorized Signatory

Advt-1140P/SOL/3-2005



गांव नमुना-सात (अधिकार अभिलेख पत्रक)

मुलाखोल			तालुका <u>उल्हासनागर</u>	
पत्रक क्रमांक	भू.क्र.च. उप विभाग	भू-पारणा प्रकार	भोगवटदाराचे नाव	खाते क्र. १६००
६६	१		(१३६६)	
गावे स्थानिक नांव -			१) लखूबाई शंकर जाधव	कुळाचे नांव-
गावठी एकर गुठे	हेक्टर आर	प्रती	२) सुदाम शंकर जाधव	
गा क्षेत्र चौ. वार	फौ-मिस्त्र		३) दुंडा शंकर जाधव	इतर अधिकार-
	० ७६ २		४) नाहाराज शंकर जाधव	
			५) सुवाई नामदेव गामकसुड	
एकूण	० ७६ २		(१०४६)	
ख. लागवडी योग्य अरालेली				
(अ)				
(ब)				
एकूण				
कारणी	रु. पेसे			
गाठी अथवा विरोध आकारणी	एकूण			
	११२६			

गां. नं. क्र. १२ (पिकांची नोंदवही)

क्र.सं.	पिकाखालील क्षेत्र											पट्टी व विकत निरुपयोगी अशा जमिनीस तयारीत	जमीन करणाराचे नांव	शेरा	
	हंगाम	मिश्रपिकांचे एकूण				घटक पिके व प्रत्येक पिकांचे क्षेत्र			निर्मळ पिकांचे क्षेत्र						
		ज्वार	धान	ज्वार	धान	ज्वार	धान	ज्वार	धान	ज्वार	धान				ज्वार
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६
			हे.आ.	हे.आ.		हे.आ.	हे.आ.		हे.आ.	हे.आ.		हे.आ.			

अस्तित्वात बरतुंकूम खरी नक्कल रुजू असे. तारीख ०६/०६/०४ तलाठी राजा

२५/०६/०४

तलाठी कुळागांव

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- ११) बांधकाम पूण्तिचा दाखला वापर परवानगी घेतल्याशिवाय इमारतीचा वापर करू नये. त्यासाठी जागेवर ज्या प्रमाणे बांधकाम पूर्ण झाले आहे त्याचा नकाशा वास्तुशिल्पकार व स्थापत्य विशारद यांच्या विहित नमुन्यातील दाखल्यासह (३ प्रति) इतर आवश्यक कागद पत्रासह सादर करण्यात यावा.
- १२) बांधकाम चालू करण्यापूर्वी नगर भूमापन अधिकारी / भूमी अभिलेख खात्याकडून जागेची आखणी करून घेण्यात यावी.
- १३) नकाशात दाखविलेल्या गाळ्यांच्या संख्येमध्ये व नियोजनामध्ये पूर्वपरवानगी शिवाय बदल करू नये.
- १४) नवीन इमारतीत मंजूर नकाशे प्रमाणे सेप्टिक टँक विहीरीपासून कमीत कमी ५० फुट अंतरावर असणे आवश्यक आहे.
- १५) सांडपाण्याचे व पागोळ्याचे पाणी नगरपालिकेच्या गटारत स्वखचनी न्याय अग्रियता यांच्या परसंती प्रमाणे सोडावे लागेल. सांडपाण्याच्या बाबतीत आरोग्य खात्याचे प्रमाणपत्र असल्याशिवाय वापर परवाना देण्यात येणार नाही.
- १६) बांधकाम मटेरियल रस्त्यावर टाकावयाचे झाल्यास नगरपालिकेच्या बांधकाम खात्याची परवानगी घेणे आवश्यक राहील व त्या करिता नियमाप्रमाणे लागणारी रक्कम (दंड झाल्यास त्या रकमेसहित) भरावी लागेल.
- १७) बांधकामाच्या वेळी निरूपयोगी माल (मटेरियल) नगरपालिका सांगेल त्या ठिकाणी स्वखचनी घालून टाकला पाहिजे.
- १८) बांधकामाच्या सभोवताली सोडलेल्या खुल्या जागेत कमीत कमी १ अंशोक २. गुलमोहर ३. चिंच ४. निलगिरी ५. कर्ले पैकी एकूण दहा झाडे लावून त्याची जोपासना केली पाहिजे तसेच सधा अस्तीत्वात असलेली झाडे तोडण्यापूर्वी परवानगी घेणे बंधनकारक आहे.
- १९) नकाशात दाखविलेल्याप्रमाणे बांधकामाच्या फक्त रहणेसाठी / वाणिज्य / शैक्षणिक / औद्योगिक उपयोग करावा.
- २०) नागरी जमिन कमाल मर्यादा अधिनियम १९७६ मधील तरतुदी प्रमाणे जागा बांधीत होत असल्यास त्याची सर्वस्वी जबाबदारी आपलेवर राहिल.
- २१) जागेतून किंवा जागेजवळून अतिदाय विद्युतवाहिनी जात असल्यास बांधकाम करण्यापूर्वी संबधित खात्याकडून ना हरकत दाखला घेतला पाहिजे.
- २२) जागा महामार्ग किंवा रेल्वे मार्गास सन्मुख लागून किंवा जवळ असल्यास संबधित खात्याकडून बांधकाम करण्यापूर्वी ना हरकत दाखला घेतला पाहिजे.
- २३) बांधकामाकडे किंवा इमारतीकडे जाण्या येण्याच्या मार्गाची जबाबदारी संपूर्णपणे आपलेकडे राहिल. बांधकाम परवानगी नियोजित रस्त्याप्रमाणे दिली असल्यास त्या रस्त्याचे काम नगरपालिकेच्या सोयी प्रमाणे व प्राधान्यते प्रमाणे केले जाईल. व तसा रस्ता होई पावेतो इमारतीकडे जाण्या येण्याच्या मार्गाची जबाबदारी सर्वस्वी आपली राहिल.
- २४) जागेत जुने भाडेकरू असल्यास त्यांच्या बाबत योग्य ती व्यवस्था करावयाची जबाबदारी मालकाची राहिल व मालक भाडेकरू यामध्ये काही वाद असल्यास किंवा निर्माण झाल्यास त्याचे नकारण मालकाने करणे आवश्यक राहिल व त्या बाबतीत नगरपालिका जबाबदार राहणार नाही.
- २५) सदर जागेतून पाण्याच्या नैसर्गिक निचरा होत असल्यास तो इकडील परवानगी शिवाय वळवू अथवा बंद करू नये.
- २६) सदर प्रकरणी चूकीची संपूर्ण माहिती दिली असल्यास सदर बांधकाम परवानगी रद्द करण्यात येईल.
- २७) सदर जागेत विहीर असल्यास ती इकडील परवानगी शिवाय बुजवू नये.
- २८) बांधकाम पूर्ण झाल्यावर पिण्याचे पाण्याचे कनेक्शन मिळण्याकरिता नगरपालिकेवर जबाबदारी राहणार नाही किंवा पिण्याच्या पाण्यासाठी पालिका हमी घेणार नाही.
- २९) सदर जागेत बांधकाम करण्याबाबतचा पूर्वीचा परवाना असेल तर ती या व्दारे रद्द झाला असे समजण्यात यावे.
- ३०) गटारचे व पावसाच्या पाण्याच्या निचरा होणेकरिता पालिकेच्या गटारतच जोडण्यासाठी पक्क्या स्वरूपाची गटारे बांधवित.
- ३१) बांधकामासाठी व पिण्याच्या पाण्यासाठी नळाचे कनेक्शन मिळणार नाही त्यासाठी बोअरवेलचे काम करावे. व पिण्याच्या पाण्याचे नविन कनेक्शन यहापर्यंत पाणी पुरवठा खात्याकडून घेणेस हरकत नाही.
- ३२) भूखंडासमोरील रस्ता पक्क्या स्वरूपात तयार केल्याखेरीज वापर परवाना मिळणार नाही.
- ३३) महागष्ट राज्य विद्युत मंडळाकडून विजेचे कनेक्शन घेणेसाठी कु.म.न.पा ची हरकत नाही. बांधकाम परवानगी
- ३४) बांधकाम सुरू करणेपूर्वी बांधकामाबाबत तपशीलवार फलक लावण्यास यावा.
- ३५) सुधारित विकास अधिपार फी शासन ठरविल त्या दरने भरल्यानंतरच वापर परवानगी दिली जाईल.
- ३६) इमारती मधील ओटला बंदीस्त केल्यास दंडात्मक कारवाई करण्यात येईल.
- ३७) समासिक अंतरातील जागा नगर परिषदेस रस्ता रुंदीकरण करिता आवश्यक भासल्यास हस्तातरीत करावी लागेल. रस्ता रुंदीकरण करणेबाबत इमारती व बांधकाम करणाऱ्याकडून इमारती व बांधकाम करणाऱ्याकडून घेणे-या बंगला अथवा घर याचे मधील जागेतील मधील पाणी कुपनलिकेपर्यंत नेणे-हे केल्याखेरीज बांधकामाला अर्जासहित कलम ४३ प्रमाणे नगरपालिकेच्या तर्फे बांधकाम करणेबाबत आवश्यक असून त्याचे देखरेखली नियोजित इमारतीचे बांधकाम पूर्ण करणे / मजदूर / विकासकर्ता बांधेवर बंधनकारक राहिल.

Chavay
 सहाय्यक नगर रचनाकार
 कुळगांव - बदलापूर नगरपरिषद
 कुळगांव



Kolmi
 मुळ्याधिकारी व नियोजन अधिकारी
 कुळगांव - बदलापूर नगरपरिषद
 कुळगांव

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३०	३५

दिनांक ८-११-८९

- बहा: - १) श्री. शंकर पांडू जाधव राहणार कुर्गांव तालुका उल्हासनगर जिल्हा ठाणे यांचा दिनांक १-३-८९.
२) तहकीलादार उल्हासनगर याचिकडील अहवाल क्र. जमिन/बा/ ५५५/बिरो/तीआर/२०० दि. १९-६-८९.
३) कल्याण महानगरपालिकेकडील बांधकाम परवानगी क्र. कपपा/ नरघि/बाप/मुम्ब/३८८६/२१७ दि. ६-२-८९.

आ हे आ :

ज्या अर्धी श्री. शंकर पांडू जाधव राहणार कुर्गांव तालुका उल्हासनगर जिल्हा ठाणे यांनी, ठाणे जिल्ह्यातील उल्हासनगर तालुक्यामधील कुर्गांव या ठिकाणी भूमापन क्रमांक ५६/१ पै मधील आपल्या मातकीच्या जमिनीतील ४५५१-२५ चौ.मीटर एवढ्या भागाचा रहिवात फक्त या बिगर शेतकी प्रयोजनार्थ वापर करण्याची परवानगी मिळण्याबाबत अर्ज केलेला आहे.

त्याअर्धी, आता महाराष्ट्र जमीन महत्त्व अधिनियम, १९६६ चे कलम ४४ अन्वये जिल्हाधिकारी, ठाणे यांच्याकडे निहित करण्यांत आलेल्या अधिकारांचा वापर करून, उक्त जिल्हाधिकारी, यादारे श्री. शंकर पांडू जाधव राहणार कुर्गांव तालुका उल्हासनगर यांना तालुका उल्हासनगर मधील भूमापन क्रमांक ५६/१ पै. मधील ४५५१-२५ चौ.मी. एवढ्या जमिनीच्या क्षेत्राचा रहिवात फक्त या बिगर शेतकी प्रयोजनार्थ वापर करण्याबाबत पुढील शर्तीवर अनुज्ञा [परमिशन] देत आहेत. त्या शर्ती अशा ४-

१) ही परवानगी अधिनियम व त्याखाली केलेले नियम यांना अधीन ठेवून देण्यांत आली आहे.

२) अनुज्ञाग्राही व्यक्तीने [प्लॅन्टीने] अशा जमिनीचा व त्यावरील इमारतीचा आणि किंवा अन्य बांधकामाचा उपयोग, इतक जमिनीचा ज्या प्रयोजनार्थ उपयोग करण्यात परवानगी देण्यांत आली असेल त्या प्रयोजनार्थच केवळ केला पाहिजे. आणि त्याने अशा जमिन किंवा तिचा कोणताही भाग किंवा अशा इमारत यांचा इतर कोणत्याही प्रयोजनार्थ जिल्हाधिकारी ठाणे यांच्याकडून तरा अर्धाची आगावू किंवा परवानगी मिळविल्याशिवाय वापर करता कामा नये. इमारतीच्या वापरावरून जमिनीचा वापर ठरविण्यांत येईल.

३) अशा परवानगी देणा-या प्राधिका-याकडून अशा भूखंडाची किंवा त्याचे जे कोणतेही उपभूखंड करण्याबाबत भूजुरी मिळाली असेल त्या उपभूखंडाची आणखी पोट-विभागणी करण्याबाबत आगाऊ परवानगी मिळविल्याशिवाय, अनुज्ञाग्राहीने अशा भूखंडाची किंवा उपभूखंडाची आणखी पोटविभागणी करता कामा नये.

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७] अनुज्ञाशाही व्यक्तीने [अ] जिल्हाधिकारी व संबंधित नगरपालिका प्राधिकरण यांचे समाधान होईल अशा रितीने अशा जमिनीत रस्ते, गटारे वगैरे बांधून आणि [ब] म्यामन विभागाकडून अशा भूखंडाची मोजणी व त्याचे तीमांकन करून ती जमीन विकसित केली पाहिजे. आणि अशा रितीने ही जमीन विकसित केली जाईपर्यंत त्याने त्या जमिनीची कोणात्याही रितीने विल्हेवाट लावता कामा नये.

४] अनुज्ञाशाही व्यक्तीस असा भूखंड पिकायद्या असेल किंवा त्याची इतर प्रकारे विल्हेवाट लावण्याची असेल तर अशा अनुज्ञाशाही व्यक्तीने तो भूखंड या आदेशात आणि तनदीमध्ये नमूद केलेल्या शर्तीचे पालन करूनच पिकणे किंवा अशा शर्तीनुसारच त्याची अन्य प्रकारे विल्हेवाट लावणे आणि त्याने निष्पादित केलेल्या विलेखांत त्याबाबत खास उल्लेख करणे हे त्याचे कर्तव्य असेल.

६] प्रस्तावित इमारत किंवा अन्य कोणतेही काम कल्याण महानगरपालिकेने मंजूर केलेल्या नकाशाप्रमाणे हे करणे हे अशा व्यक्तीवर बंधनकारक असेल.

७] या आदेशाच्या दिनांकापासून एक वर्षांच्या कालावधीत अनुज्ञाशाही व्यक्तीने अशा जमिनीचा बिगरशेतकी प्रयोजनासाठी वापर करण्यास तुरुस्तात केली पाहिजे. मात्र वेळोवेळी असा कालावधी वाढविण्यांत आला असेल तर ती गोष्ट अलाहिदा. अनुज्ञाशाही व्यक्तीने उपरोक्ताप्रमाणे न केल्यास ही परवानगी रद्द हक्क करण्यांत आली असल्याचे समजण्यांत येईल.

८] अनुज्ञाशाही व्यक्तीने अशा जमिनीचा बिगरशेतकी प्रयोजनार्थ वापर करण्यास ज्या दिनांकास तुरुस्तात केली असेल आणि किंवा ज्या दिनांकांत त्याने अशा जमिनीच्या वापरांत बदल केला असेल तो दिनांक त्याने एक महिन्याच्या आंत तलाठ्यासमोर्त उल्हासनगर तहसिलदारांस कळविले पाहिजे. जर तो असे करण्यास चुकल तर व्हे महाराष्ट्र जमीन महसूल [जमिनीच्या वापरातील बदल व बिगरशेतकी आकारणी] नियम १९६९, मधील नियम ६ अन्वये त्याच्यावर कार्यवाही करण्यास अस्स असा अनुज्ञाशाही पात्र ठरेल.

९] अशा जमिनीचा ज्या प्रयोजनार्थ वापर करण्यास अनुज्ञाशाहीत परवानगी देण्यांत आली असेल त्या प्रयोजनार्थ त्या जमिनीचा वापर करण्यास प्रारंभ करण्याच्या दिनांकापासून सदर अनुज्ञाशाहीने त्या जमिनीच्या संबंधांत दर चौ.मीटर मागे रु. ०-२०.८ [रहिवात] या दराने बिगरशेतकी आकारणी केली पाहिजे. अशा जमिनीच्या वापरात कोणात्याही प्रकारचा बदल करण्यात आला तर त्याप्रसंगी निराब्घ्या दराने अशी बिगरशेतकी आकारणी करण्यांत येईल मग यापुर्वी आकारण्यांत आलेल्या बिगर शेतकी आकारणीच्या हमीची मुदत अजून समाप्त व्हावयाची आहे ही गोष्ट विचारात घेण्यांत घेणार नाही.

१०] ही बिगर शेतकी दराने आकारणीची हमी दिनांक ३१-७-१९९१ रोजी संपणा-या कालावधीपर्यंतच आहे. त्यानंतर अशा दरांत सुधारणा करण्यांत आले असेल तर या दरांची फेरतपासणी करण्यांत येईल.

११] जमिनीच्या बिगरशेतकी वापरास तुरुस्तात केल्यापासून एक महिन्याच्या आंत अनुज्ञाशाहीने जमिनीच्या मोजणीची फी दिली पाहिजे.

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१२] भूमापन विभागाकडून जमिनीची मोजणी करण्यात आल्यानंतर अशा जमिनीचे जितके मूल्य क्षेत्रफळ आढळून येईल तितक्या क्षेत्रफळानुसार या आदेशात आणि तनदीमध्ये नमुद केलेले क्षेत्रफळ, तसेच बिगरशेतकी आकारणी यात बदल करण्यात येईल.

१३] जमिनीच्या बिगरशेतकी वापरात मूल्यात केल्याच्या दिनांकापासून एक महिन्याच्या कालावधीत, अनुज्ञाग्राही व्यक्तीने महाराष्ट्र जमिन महसूल [जमिनीच्या दिलेल्या नमुन्यांत एक तनद करून देऊन या आदेशातील सर्व शर्ती समाविष्ट करणे त्यात बंधनकारक असेल.

१४] अनुज्ञाग्राही व्यक्तीने आजूबाजूच्या परिसरांत अस्वच्छता व घाण निर्माण होणार नाही अशा रितीने आपल्या स्वतःच्या खवनि अस्फळ आपली पाणी पुरवठ्याची व तांड्याच्याचा निवरा करण्याची व्यवस्था केली पाहिजे.

१५] अ] या आदेशात आणि तनदीत नमुद केलेल्या शर्तीपैकी कोणत्याही अनुज्ञाग्राही ज्या कोणाच्याही शास्तीस पात्र ठरेल त्या शास्तीस बाधा न येऊ देता ठाण्याच्या जिल्हाधिका-यास तो निर्दिष्ट करेल असा दंड आणि आकारणी भरल्यानंतर बळकत जमीन किंवा भूखंड अर्जदाराच्या ताब्यात राहू देण्याचा अधिकार असेल.

ब] वरील खंड [अ] मध्ये काहीही अंतर्भूत असले तरीही या परवानगीच्या तरतुदीविषयक लयन जाऊन कोणातीही इमारत किंवा बांधकाम उभे करण्यात आले असेल तर विनिर्दिष्ट मुदतीच्या आत अशा रितीने उभारलेली इमारत काढून टाकण्या-विषयी किंवा तीत फेरबदल करण्याविषयी, ठाण्याच्या जिल्हाधिका-याने निदेश देणे विधी संमत असेल. तसेच ठाण्याच्या जिल्हाधिका-याला अशा इमारत किंवा बांधकाम काढून टाकण्याचे किंवा तीत फेरबदल करण्याचे काम करवून घेण्याचा किंवा त्याप्रतिस्पर्ध आलेला सर्व अनुज्ञाग्राही व्यक्तीकडून जमीन महसूलाची थकबाकी म्हणून वसूल करून घेण्याचा अधिकार असेल.

१६] दिलेली ही परवानगी, मुंबई कुवठिवाट व शेत जमीन अधिनियम, १९४८ महाराष्ट्र ग्राम पंचायत अधिनियम, आणि नगरपालिका इत्यादिसारख्या त्या त्या क्षेत्री अंमलांत असलेल्या इतर कोणत्याही कायद्यांचे जे कोणातेही उपबंध प्रकरणाच्या अन्य संबंधित बाबींच्या बाबतीत लागू होतील त्या उपबंधांच्या अधिन असेल.

१७] हा आदेश निर्गमित केल्याच्या दिनांकापासून तीस दिवसांच्या आत बिगर शेतकी आकारणीच्या तिप्पट रक्कम म्हणजे रु. २८४०-०० [दोन हजार आठशे चावीस मात्र] इतकी रक्कम स्मांतर कर [कन्व्हर्शन टॅक्स] म्हणून अनुज्ञाग्राही व्यक्तीने भरली पाहिजे. जर असे करण्यात तो कसूर करील तर ही बिगरशेतकी वापराबाबत देण्यात आलेली परवानगी रद्द होण्यास पात्र ठरेल. या कराची रक्कम संबंधित तहसिलदाराकडे भरली पाहिजे.

श्री. शांकर पांडे जायद,
रा. कुबगाव तालुका उल्हासनगर.



स्वाधरी/-

[गो. बा. पिंगुळकर]
जिल्हाधिकारी ठाणे

२१/२/२००४

उह नं. २	
३५७९	२००४
३३	३५

2005
2005

दुय्यम निबंधक:
उल्हासनगर 2

दस्त गोषवारा भाग-1

उहन2
दस्त क्र 3541/2005
3541

क्रमांक: 3541/2005

प्रकार: करारनामा

पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

नाम: अजित डी. सरदार - -
ता. घर/फ्लॅट नं.: -
वस्ती रस्ता: -
नगराचे नाव: -
नगर नं.: -
उपस्थित: - विकोळी
हर/गाव: मुं:
जुला: -
नं. 79
नं. नंबर: -

लिहून घेणार
वय 38
सही

[Handwritten Signature]



नाम: राजू टी. जयसिंधानी - -
ता. घर/फ्लॅट नं.: -
वस्ती रस्ता: -
नगराचे नाव: -
नगर नं.: -
उपस्थित: कृष्णा इस्टेट डी-1
हर/गाव: कुळगाव बदलापूर
जुला: अंबरनाथ
नं.: -
नं. नंबर: -

लिहून देणार
वय 40
सही

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दुय्यम निबंधक, उल्हासनगर क्र.-2.



दस्त गोषवारा भाग - 2

उहन2

दस्त क्रमांक (3541/2005)

35134

दस्त क्र. [उहन2-3541-2005] चा गोषवारा
बाजार मुल्य : 426000 मोबदला 452500 भरलेले मुद्रांक शुल्क : 11850

पावती क्र.: 3541 दिनांक: 04/10/2005
पावतीचे वर्णन
नांव: अनिल डी. सरदार - -

दस्त हजर केल्याचा दिनांक : 04/10/2005 01:35 PM
निष्पादनाचा दिनांक : 04/10/2005
दस्त हजर करणा-याची सही :

4540 : नोंदणी फी
700 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल
(आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

दस्तावा (क्र. 25) करारनामा
शिकका क्र. 1 ची वेळ : (सादरीकरण) 04/10/2005 01:35 PM
शिकका क्र. 2 ची वेळ : (फ्री) 04/10/2005 01:38 PM
शिकका क्र. 3 ची वेळ : (कबुली) 04/10/2005 01:39 PM
शिकका क्र. 4 ची वेळ : (ओळख) 04/10/2005 01:39 PM

5240: एकूण

दस्त नोंद केल्याचा दिनांक : 04/10/2005 01:39 PM

दु. निबंधकाची सही, उल्हासनगर 2

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

1) ललित सितलदास शेवारामानी , घर/फ्लॅट नं: -

गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेट/बसाहत: -
शहर/गाव: उल्हासनगर

तालुका: -
पिन: -

2) राजेश दिनानाथ गुप्ता , घर/फ्लॅट नं: -

गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेट/बसाहत: -
शहर/गाव: विठठलवाडी
तालुका: -
पिन: -

या दस्तास एकूण 35 पाने
असून त्यांना 9 ते 34 पर्यंत
क्रमांक दिले आहेत.

पुस्तक क्र. 9 चं
दस्त क्र. 3541 अन्वये नोंदला

दुय्यम निबंधक उल्हासनगर-2

दु. निबंधकाची सही
उल्हासनगर 2



दस्तावेजाचा क्रमांक व वर्ष: 3541/2005
Tuesday, October 04, 2005
1:49:11 PM

दुय्यम निबंधक: उल्हासनगर 2

नोंदणी 63 म.

Regn. 63 m.e.

सूची क्र. दोन INDEX NO. II

गावाचे नाव : कुळगाव

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा

व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रू. 452,500.00
बा.भा. रू. 426,000.00

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

(1) वर्णन: स.न. 56 हि नं- 1 पै क्षेत्र - 2447.99 चौ. मी. यावरील कृष्णा इस्टेट तिसरा मजला डी -1 क्षेत्र - 595 चौ. फूट बांधीव.

(3) क्षेत्रफळ

(1)

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)

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

(1) राजू टी. जयसिंघानी - -; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: कृष्णा इस्टेट डी-1; शहर/गाव: कुळगाव बदलापूर; तालुका: अंबरनाथ; पिन: -; पॅन नम्बर: -.

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता

(1) अनिल डी. सरदार - -; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: - विक्रोळी; शहर/गाव: मुं.; तालुका: -; पिन: 79; पॅन नम्बर: -.

(7) दिनांक करून दिल्याचा 04/10/2005

(8) नोंदणीचा 04/10/2005

(9) अनुक्रमांक, खंड व पृष्ठ 3541 /2005

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क रू 11850.00

(11) बाजारभावाप्रमाणे नोंदणी रू 4540.00

(12) शेष

दुय्यम निबंधक, उल्हासनगर क्र.

