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शेडपूल्ड चेक Thane Bharat Sahakari Bank Ltd.

दिनांक / Date 24 • 5 मुद्रोक शुल्क/Stamp Duty रू./Rs. 50, 640। सेंबा आकारणी शुल्क / 两./Rs. Service Charges No. of Documents ___\

एसूण / Total असरी रूपवे / Amount in Words thousant six

मुद्रांक शुल्क भागान्याचे नाव / Name of stamp duty paying party प्रसारक स्टिन्स पता / Address GOPAL 903 0-1, Unisha ostale, Hendra pada, Badlager (4) समीरच्या पक्षकाराचे नाव / Name of counter party Dheer of Usberton P LAS व्यवहाराच्या उद्देशाचे कारण / Purpose of transaction



Iale Deed देश / पे ऑडर ज्या वैकेन कर भी मुद्राक केलेल इस्तीवन मिया केल आवश्यक आहे. मिर्ड क्लिका at the time of delivery of stamps.

Ward No. : 2/9 Village : Kulgaon

Flat / Shop Area: 59.35. sq. metres (CARPET)

Mkt. Value Actual Value : 11.34 200 | Stamp Value : 50 640 /-

AGREEMENT FOR SALE

. This Agreement made at Badlapur on this 13 day of June 2008

BETWEEN

Rs 00506401-PB5368

SHRI/SMT.	LAKEHMI RA	20 CC-6	A 1		aged about ^	
SHICKSVIT.	S. BAJ	A GORF	+	1	aged about 👆	5. years
occupation.		residing at	403	A-1,	Krishoa	1554
Hendra	Roda, B	adlaper	(H).			

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 named of land being and situated at Village Kulgaan.

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. mirs)
56	1 (part)	2000

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

AND WHEREAS Shri Harishchandra Walaku Jadhav and edgers are also the owners of all that piece and parcel of land lying being and sautated at Village Kulgaon, Taiuka Ambernath district Thanc whim 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 Dhanna Pandu Jadhay and others are owners of all that piece and parcel of land lying, being and situated at Village Kulgaon, Taluka Amberrath district There within the limits of Kulgaon Badlapur Municipal Council bearing.

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

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

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Municipal Council bearing

		Area (sq. mtrs) as per		
Survey No.	Hissa No.	Extract of 7/12	Ceiling Order	
56	1 (part)	2830	2832.76	
56	1 (part)	1920	1947.52	
56	1 (part)	290	278.21	
50	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 Amberrath 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 Assuration of Ulhasmagar is ertitle to develop the above said Plots as per the temps of the conditions of those agreements and the details of the said agreements as under the said agreements and the details of the said agreements and the details of the said agreements are

by and under Development Agreement dated 12.08.000 registered at the office of Sub-Registrar of Assurances at Ullustratory finder social No. 3507/2004 dated 12.08.2004 made and executed between Sini Hans Johnson Walaku Jadhay and others as the Owners and the M. Different Foundation Private Limited viz. the Promoter herein as the Developers, the sand-owners granted the development rights in respect of the abovesaid Plot No. I 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 Ullustragar under serial no.03508 dated 12/08/2004.

by and under an agreement dated 17.08.1987 Shri. Harishchandra Walku 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.

ड इ मं. २ ४८१४ २००८ ६ ४३० 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

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 Ulhasragar-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 Ulhasragar-2 under serial No. 2842/2004 dated 30.06.2004

In turn by and under a Development Agreement dated 05.07.2004 registered at the office of Sub-Registrar of Assurances at Ulliasnagar 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 terms and conditions therein mentioned and also execute of the said Attorney dated 05/07/2004 in favour of the Promoter and the same is a registered at the office of Sub registrar of Assurances at Ulliasnagar in the serial no.02891 dated 05/07/2004.

Shri. Dharma Parciu Jadhav and others by and under a pagreering dated 21.08.1987 agreed to sell the Plot No. III to M/s. Malkavir interpressed at and for the price/ consideration and on terms and conditions therein contained and in pursuance thereof has also granted power of attorney in those of Malkavir Enterprises on 19.10.1987.

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 attenney on 03.12.1990 in favour of M/s. Manoj Developers

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 senial 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 senial No. 2844 dated 30.06.2004



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.

The owners Shri Gajaran Manmat Kapse by and under an agreement dated 23.07.1997 agreed to sell the said Plot No. IV to M/s. Siddhivirayak Enterprises, at and for the price/consideration and on terms and conditions therein contained.

M/s. Siddhivinayak Enterprises further by and under an Agreement dated 14.08.2003 ledged for registration with Sub-Registrar of Assurances at Ulhasragar-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 for the price/consideration and on terms and conditions therein contained and in pursuance thereof the Owner Gajaran Mannrat 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 Ulhasragar-2 under serial No.3565 dated 14.08.2003

In turn by and under Development Agreement dated 0.215 2005 and at the office of Sub-Registrar of Assurances at Ultra way under serial 2399/2004 dated 02.06.2004, made and executed 1 twefin the said Mos Villind Enterprises as the Vendor and the Promoter I way there in referred to as the Developers, the said M/s Jai Hind Enterprises In as ferred and assigned the development right in respect of the said Plot No IV to the Promoters a and for the price / consideration and on the terms and conditions have internationed and also executed Power of Attorney dated 02/07/2007 in John of the Promoter and the same is also registered at the office of our registerer of Assurances at Ultrasingar under serial 10.02400 dated 02/06/2004.

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. 1(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.

M/s. Mahavir Enterprises further by and under an Agreement dated 13.11.1990 lodged for registration with Sub-Registrar of Assurances at Ulhasragar 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 afteresaid Owner granted power of attorney in favour of M/s. Manoj Developers on 29.11.1990.

4008 3000 ACDR 3000 ACDR 3000 By and under an Agreement dated 07.10.2003 registered with Sub-Registrar of Assurances at Ulhasragar under serial No. 4249 dated 07.10.2003 made and executed between Smt. Sakhubai Shankar Jadhav and others through their constituted attorneys Shri Jethalal Ratanshi Patel and Karsan Ratanshi Patel as the Owners, M/s. Manoj Developers as the First Confirming Patty, M/s. Mahavir Enterprises as the second confirming party and M/s. Smag 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. Smag 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 altorney in favour of the said M/s. Smag Trading Private Limited

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 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 02/04/2004.

AND WHEREAS the Promoter by and under the lowers and inflorities vested in them in terms of the abovesaid five agreements have amalying the above said five plots and got the plans sand form the Kray Badlapur Municipal Council under Building Commencement Cartificate Not KBNP / NRV / BP / 454-111 dated 24.08.2004 and finite revised under MKBNP / NRV / BP / 838-123 dated 18.12.2006 have wailed the permission for constructions of buildings on land admeasuring [233, 23 so in the per the rules and regulations of municipal council being and said of land acquired for development as recited hereinabove and said in the referred to as the "Said Property" and more particularly described in the Schedule hereinader 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 by and under the non-agricultural orders granted by the Collector, Thane bearing No. MAHASUL / K-1 / T-14 / NAP / SR-44 /2004 dated 07-06-05, the said property stands converted to Non-agricultural assessment.

AND WHEREAS in pursuance to the sanctioned plans and permissions as recited hereimsbove, 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 property a new multi-storcyed 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 of title relating to the said land to the Purchaser and the plans, designs, specifications prepared by the Promoter Architect and of such other documents as are specified under the Maharashira Ownership Flats (Regulation of Promotion 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 owners as 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 furthaser herein and the Purchaser is aware that the Promoter during the course of completion of the entire scheme of construct will acquire additional FM of TDR as per the rules and regulations of the Municipal Corporation and will further await used and consume additional floor space index thereby 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 coverants, 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

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scheme of construction undertaken by the Promoter on the amalgarmated property described in the schedule hereunder written consists of twerty four buildings and common facilities and amenities to the said entire housing

- Building No. A type consisting of five building.
- Building No. B type consisting of one building. 2)
- Building No. B-1 type consisting of one building. 31 41
- Building No. C type consisting of two buildings. 5)
- Building No. C-1 type consisting of one building. Building No. D type consisting of Three buildings. 6)
- Building No. D-1 type consisting of one building. 8)
- Building No. E type consisting of Two buildings.
- Building No. F type consisting of one building

Seven 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 of way. benefits attached to the said different portions of land selle hereinabove. The Purchaser is also aware that the land to he 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 rousiumed make construction of buildings on the said plot of land and the further hardin grant his / her express and irrevocable consent for such transfer of land and

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 amalgamented property and / or sanction of plans for the further expansion buildings and commensement 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.

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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:-

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.

THE Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s the Shop/Flat No. 403 on the Shop/Flat No. 403 on the Shop/Flat No. 403 on the building No. 4-2 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. 4-3 occ (Rupees Slevee Value Thank for the price/consideration of the Promoter the aforesaid consideration / price in the following manner viz.:-

(i) Rs. 11. 34. 000 (Rs. Flenen lake thirty face 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	TOTAL STATE OF THE PARTY OF THE
_) to be paid on or before	USTA
(iv) Rs	(Rs.	with the
	to be paid on or before	-3/3
(v) Rs	Rs.	- 3
	to be paid on or before	
(vi) Rs	(Rs	9 /
x 1720 0 5 11	to be paid on or before	1
(vii) Rs	(Rs	Carlo Para
BANKS AND SERVICE	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	(Rs	
	to be paid on or before	
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(xi) Rs. 30 000 - (Rs. Thirty Rs. 30 000 (Rs. Thorty thorness on other) to be paid within seven days from the date of receipt of intimation that the said premises is ready for use and occupation. THE Purchaser agrees and assures to pay the following amounts on

demand and/or prior to taking the possession of the said flat viz.

- 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 water connection clarges
- Rs. 3,500/- towards proportionate water/meter charges and incidental (e) expenses thereto.
- Rs. 3,500/- towards proportionate share for development charges and other charges paid payable to council.
- Requisite service tax as levied by state govt, or any govt./semi govt. authorities will be paid by purchaser.

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.

The Promoters hereby agree to observe perform and combin withhall the terms, conditions, stipulations if any which may have be supproceed by the concerned local authority at the time of sanctioning the said plans or

The Promoters hereby declare that they have utilised the foor space miles as mentioned in the approved plan and the Promoters has broken to the notice of the Purchaser herein and the Purchaser herein is fully away that the Promoters intends to acquire the transfer of development rights to acquire the transfer of development rights to 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.

THE Promoters hereby agree that they shall make out clear and marketable title before harding 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 the 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.

THE Purchaser agrees to pay to the Promoters interest @ 13% per armum 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.

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.

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" amexed hereto.

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 :-

- non-availability of steel, cement other building electric supply;
- ii) war, civil commotion or Act of God;
- iii) any notice order, rule, notification of the Government and for other public or competent authorities.

THE Purchaser shall take possession of the said premises withing the Promoters giving written notice to the Purchaser infinite and premises are ready for use and occupation.

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 musance 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 or parking Purchaser's own vehicle.

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

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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.

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.

COMMENCING a week after notice in writing is given by the Purchaser that the said premises are ready for use and eccupation. Purchaser shall be liable to bear and pay the proportion of share of outgoings in respect of the said land called as open land tax, will extrem tax for the period from the date of building commencement configurate 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 / unit and building namely local taxes, bettermut claimes of other levies by the concerned local authority and/or government 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 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 amount so paid by the Purchaser to the Promoters shall not carry any interest and shall remain with the Promoters until a conveyance is executed in favour of co-operative society as aforesaid. Subject to the provisions of section 6 of the Maharashtra Co-operative Societies Act, on such conveyance being executed the aforesaid deposits (less deductions there from for the actual expenses incurred in various account) shall be paid over by the Promoters to the Co-operative Society or as the case may be. The Purchasers agrees to pay the maintenance charges as well as membership of gymklaum and bore-well charges per month in advance to the Promoter.

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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.

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.

THE Promoters hereby declare that the said property is not subject to any mortgage, charge, lien or any other encumbrances whatsoever.

THE Purchaser shall from the date of possession maintain the premises at Purchaser's own cost in good tenantable 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.

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.

THE Purchaser shall at their costs carry out all internal pairs to the saint premises and maintain the same in good condition, state the same was delivered by the Promoters and shall not done anything in or to the building in which the said building are to the said premises, which may be against the rules, regulations and the Purchaser shall be responsible to the concerned local authorities and the Purchaser shall be responsible to the concerned local authorities and or the days of the authority for any thing so done in connection with the said building marker the said premises and shall be liable for the consequences thereof.

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 alterations in the elevation and outside colour scheme of the said premises and shall keep the partition walls, sewer, drains, pipes in the said premises an appurtenances thereto in good terrantable repairs and condition of and 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. pardis 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.

THE Purchaser shall not do or pennit 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.

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.

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.

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.

THE Purchaser and/or the Promoters shall from time to fame side applications, papers and documents and do all such acts, decis and and the Promoters and/or the Society may require for safe-mainting the interest of the Promoters and/or the Purchaser and the other Purchasers of the said premises in the said building.

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 humans or of the said land and building or any part thereof. The Publisher shall the coldin, save and expect in respect of the said premises hereby assorted be sold to him / her and all open spaces, parking spaces, stilts, lobbies, staincases, terraces, recreation space etc., will remain the property of the promoters until the said land and the said building is transferred to the cooperative society as herein before mentioned.

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.

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

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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.

ANY delay tolerated or inclulgence 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 namer prejudice the rights of the Promoters.

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 Cooperative 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 in favour of the Co-operative Housing So Condominium of Apartments. It is agreed that unless and until perfunctions of various flats / shops / units in the said building pay the proportionale amount of stamp duty and registration charges, if any, the frontiers shall not be obliged to execute or cause to be executed the final deed of conveyance in favour of the co-operative housing society acondominium of

ALL notices to be served on the Purchaser as contemporary, bywents agreement shall be deemed to have been duly served if sort has the Registered A.D. Post or Under Certificate of Posting to the Purchaser at MS7 her / their address as specified hereimabove.

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.

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.

a) The Promoters shall be entitled to transfer, assign, dispose off and/or sell in any manuer he / she deem proper the said terrace, stilt, garage etc., to anybody. The Purchaser along with the other Purchasers will not mise 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 transfered any amount by way of morthly maintenance charges or any other charges or outgoings for the use of such terrace, compound walls, display of advertisement or loandings etc., for the purpose mentioned hereinabove.

THE Purchaser shall not claim any deduction in the cost of his / her flat on account of deletion of any item of construction as per his / her requirements, of the Purchaser in his / her flat.

IF Additional amenities are required by the Purchaser, then in that event the Purchaser agrees to pay in advance the cost of such additional amenities as per the estimate prepared by the Promoters or the Architect of the Promoters and his decision shall be final and binding.

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 straining figural said land for development of any property adjacent to this property all appoints of the said land is acquired or notified to the property of a Government or any other Public body or authority, it Promoters shall be entitled to receive all the benefits in respect of thereof affiliate compensatory. FSI or all other benefits which may be permitted in their thereof. The Promoters have the right to display advertisements hour has any other upon sign and advertisement materials on or over the terrace, purpose and the purchasers herein along with the other purchaser will not raise any objection for the same.

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.

The Purchaser coverant 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 le / she shall be liable to pay the entire agreed price as per this agreement. Similarly, the

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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 then such prospective buyers will become the member of the society without paying any transfer premium or any other charges.

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 impartiable 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.

Notwithstanding any other provisions of this agreement the Proposer's be entitled at the his sole and absolute discretion:

- a) To form a separate / combined cooperative housing setting or limited Company or condominium of apartment or any other bent, at 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 garders, open space to conetc. 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 wint extent the building/s along with land apputement to it is transferred to the respective body formed.
- 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.

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 concern authorities

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

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.

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 distinct) of possession) within the time herein specified or if the Pundaser shall in arry other way fails to perform or observe any of the property and stipulations or his part thereto contained or referred to, the hubmoters shall be entitled or re-enter and resume possession of the said that shop faither 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 and the Purchaser in respect of the said premises and the Purchaser shall Days part 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.

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 flat shall be subject to the overall powers of the Promoters in any matter concerning the building construction and completion thereof and the Promoters shall have absolute authority and control as regards the unsold flats, the balance floor space and its disposal thereof.

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THE Promoters shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, marsing 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.

THE Purchaser herein has desired to avail the special amenities over and above the general amenities as mentioned in the Amexine 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.

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 turder 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.

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.

THE Promoters shall not be responsible for the consequence anising out of change in law or change in municipal and other laws, rules regulations etc...

IT is brought to the notice of the Purchaser that the electric maters of all the

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 spicty shall get the same transferred in their favour and the Promoters herein will globally objection as and when required.

THE Promoters have explained to the Purchaser that if any difficulty anses 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.

The Purchaser has seen the layout of the proposed building complex and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the 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.

868 8000 98 8000 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 four buildings and common facilities and amenities to the said entire housing project viz.

- Building No. A type consisting of five building.
- 2) Building No. B type consisting of one building,
- 3) Building No. B-1 type consisting of one building.
- Building No. C type consisting of two buildings.
 Building No. C-1 type consisting of one building.
- Building No. D type consisting of Three buildings.
- 7) Building No. D-1 type consisting of one building.
- 8) Building No. E type consisting of Two buildings.
- Building No. F type consisting of one building.
- Seven 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 not satisfied benefit attached to the said different portions of lands as described hereinabove. The Purchaser is also aware that the land to be conveyed in favour of the cooperative housing society of building will get be equivalent and in proportion to the floor space index used, utilised and construction of buildings on the said plot of land and the purchaser herein grant his / her express and irrevocable consent for such train for of and and construction thereon.

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 analgamated 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 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

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the same and agreed to acquire the flat / unit in the said scheme of construction.

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 theur 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 apen society as the case may be and thus has granted his express and irrevocable consent for the same.

It is agreed that if before the execution of the conveyance in proposed society and further construction on the land is altoyed accordance with the rules and regulations of the municipal comportation the Promoters would be entitled to put up additions of other constructed without any hindrance by the Purchaser. Provided and any payment may have to be made to the municipal corporation for such additions construction shall be paid by the Promoters. The Promoters shall be entitled to sell premises forming part of such additional construction in such argume as they may think fit and proper to any person of persons for consideration as the Promoters may in his absolute discretion and 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. Even 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 sell the additional tenements. The Purchaser herein and the members of the society shall admit such new intending purchasers at its members.

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.

3 8 at. 2 849 8 2002 29 800 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.

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, numicipality or any statutory authority the same shall be carried out by the Purchaser in cooperation 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.

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 of 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.

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 stip, through imposed or which may hereafter be imposed by the Municipal Contention and all other concerned government bodies and authorities and the subject to the Promoters' right to make the necessary and directs, variations, modifications and / or changes therein and their right to make the consume and exploit the entire balance and additional floor mages in available on the said property as entire transferable development.

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.

All terms, conditions and coverants of this agreement, including the powers, authorities, permission and coverant 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

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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, mories for the development of the said property or otherwise, subject to the rights of the Purchaser/s under this agreement.

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 mon 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 erection 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 coverants, 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 installment.

The Promoters shall be entitled to transfer or assign such in the composition of the composi or persons whom they deem fit and the limited company stall not raise en objection thereto.

THE Promoters shall not be responsible for the consequences arising our of change in law or change in municipal and other laws, rules, regulations etc.,

PROVIDED and ALWAYS that if any dispute, difference or in stein at time hereafter arises between the parties hereto or their transport of 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 our 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.

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.

उहनं. २ ४८१४ २००८ २३ ४७

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. mirs)
56	1 (part)	2000.00
57	1 (part)	2500.00
56	1 (part)	2447.99
56	l (part)	2832.76
56	1 (part)	1947.52
56	1 (part)	278.21
56	1 (part)	4551.25
	Total	16557.73

and bounded as follows:

On or towards east On or towards west

Boundaries of land falling under Green 30 feet wide existing main road towards

Dubey Baug

On or towards north

On or towards south

Boundary of Survey No. 57/1

Boundaries of Survey No. 56/4 & 56/5 together with all easement rights and

benefits of sanctioned plans and permissions.

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

KAILASH

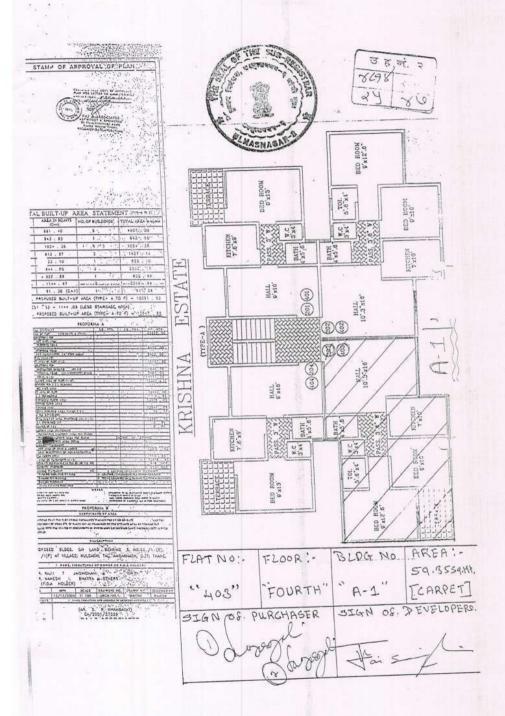
SIGNED & DELIVERED	
by the within ranged	

Purchaser/shahmi +-

MRS. RATAGOP MR. S. RAJA GOPAL

(1) MR. S. RATA GOPA

2 pm. Lalits S. Shevaramani



शैलेन्द्र द. जल्लावार भी.कॉम., एतएत. भी. ॲडकोकेट हायकोर्ट

के-३, दुसरा मजला, गुपांशु चेंबर्स, शियाजी पद, कल्याण, फोन : २३२०४४७, २३२२५२६

SHAILENDRA D. JALLAWAR

8 Com 11 8

Advocate High Court

K-3. Second Floor, Sudhanshu Chambers, Shivaji Path, Kalyan, Tel.: 2327447, 2322526

Date: 05..02.2007

5 - 555

Title Certificate

- 1) Shri Harischandra Walku Jadhav & others
- 2) Shri Harischandra Walku Jadhav & others
- 3) Shri Dharma Pandu Jadhav & others
- 4) Shri Gajanan Manmat Kapse and others
- 5) Shri Gajanan Manmat Kapse and others
- 6) Shri Gajanan Manmat Kapse and others
- 7) Smt. Sakhubai Shankar Jadhay & others

.... Owners

M/s. Dheeraj Estates Private Limited, Office No.2, Shree Krishna Dham, Barage Road, Badlapur (W), through its Director

Shri Raju Thakurdas Jaisinghani

..... Developers

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:		and the same of th	
	S. No.	H. No.	Area sq.mts	Owners
	56	1 (part)	2000.00	Harishchandra Valku Jadhav & others
(8)	57	1 (part)	2500.00	Harishchandra Valku Jadhav & others
	56	I (part)	2447.99	Dharma Pandu Jadhav & others
	56	l (part)	2832.76	Gajanan Manmat Kapse
	56	1 (part)	1947.52	Gajanan Manmat Kapse
	56	l (part)	278.21	Gajanan Manma Kapse
	56	l (part)	4551.25	Sakhubai Shanka Jadhav & others
1		Total →	16557.73	1 1 2 1

I have investigated the title of the above owners to their respective plot of land and I am on the opinion that and I hereby certify that the title of the owners to their respective plot is clear and free from encumbrances and doubts.

I have also gone through the search report taken at the office of Sub-Registral Assurances at Ulhasnagar and the search report does not reveal any entry which may fall in the category of encumbrances over the said properties.

It appears that by and under five different development agreements registered at the office of Sub-Registrar of Assurances at Ulhasnagar under serial Nos. 3507/2004 dated 12.08.2004, 2890/2004 dated 05.07.2004, 2888/2004 dated 05.07.2004, 2399/2004 dated 02.06.2004 and 2401/2004 dated 02.06.2004 M/s. Dheeraj Estate Private Limited has acquired the development rights of the above said properties on the terms and conditions therein contained.

It further appears that M/s Dheeraj Estate Private Limited in pursuance to the powers and authorities vested in them amalgamated the said properties and obtained the sanction of building plans from Kulgaon Badlapur Municipal Council under Building Commencement Certificate No. KBNP/NRV/BP/454-111 dated 24.08.2004 and further obtained the revised permission under No. KBNP/NRV/BP/838-123 dated 18.12.2006 for construction of buildings on the land admeasuring 12,335.25 sq. metres.

It further appears that the land admeasuring 12,335.25 sq.metres is converted to Non-Agricultural tenure under the order granted Collector, Thane bearing No. Mahsul/K-1/T-14/ NAP/SR-44/2004 dated 07.06.2005.

This is to further state that M/s. Dheeraj Estate Private Limited in terms of the above referred agreements, approvals, sanctions, non-agricultural orders and building commencement certificate are entitled to carry on the development on the land admeasuring 12,335.25 squaetres and to sell the flats / units therein constructed to intending purchasers.

(S. D. LARAWAR) Advocata

उहनं. २

गांव नमुना सात (अधिकार अभिलेख पत्रक) तालुकाः अंबरनाथ falera .uul भूमापन क्रमांक भूमापन क्रमांकाचा भूपारणा भोगवटाटाराचे नांच पदती खाते ग्रमांक 3५८ 7E/9 HA गडानन सनमत कापरे N. A शेताचे स्थानिक नांव -कुळाचे नांव -लागबडीचे क्षेत्र हेब्द्रम् भार- प्रती Gaes (gren - ५१/ निवर इता अधिकाः -............ 2430-00 अतिरिक्न देख २८३२. एकुण 2030-00 (896c) पोट खराब लागवडी लेख नसलेले वर्ग (अ) वर्ग (च) एकुण --आकारणी स्पर्य पेस सिमा आणि भूनापन चिन्हे जुडी किवा विशेष 3 .29 आकारणी 8/29 गांद नमुना बारा (पिकांची नोंदवही) पिकाखालील क्षेत्राचा नपशिल गावडी साठी उपलब्ध नसलेली जमीन धरण विकास मिथ पिकाशासील क्षेत्र निर्भेक विका खालील ध्यं हुगाम स्थानाः स्वास्तील क्षेत्र अम्ब सिविड अवतः सिवित जत सिवित 43 33 南南南南 2-630-00 अस्सल वर हुकुम खरी नकल दिली असे, तारीख 🏻 🖭 🕬 त्रलावें सजा कूळगाद वा अवरनाथ -

> उहमं. २ ४५१४ २००८ २७ ४७

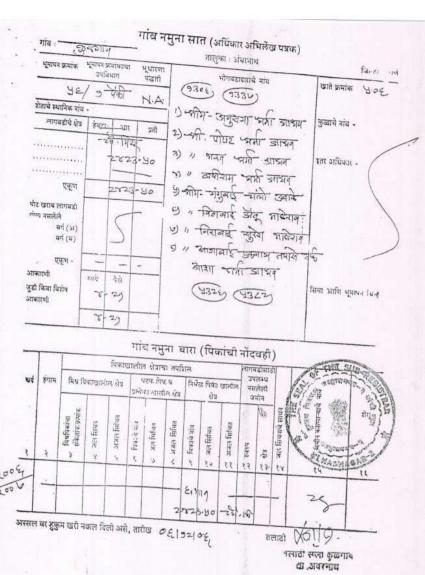
गांव नमुना सात (अधिकार अभिलेख पत्रक) तालुकाः अंधरनाथ Given and भूमापन क्रमांक भूमापन प्रभावतथा उपविभाग भूपारणा पदती भोगबटादाराचे नांच खाते क्रमांक '3५८ 4年/9一届十 अक्तान अनमल कापस N.A. कुळाचे नांव -रोताचे स्थानिक गांव -94 FL लागबडीचे क्षेत्र हेनटर आर प्रती इतर अधिकार -0 02-5 न्मतिश्चिम् सेत्र १०० 20000 (89 VC एकूण 0-02-पीट खराब लागवडी गंग्य नसलेले বৰ্ণ (১) वर्ग (च) एकून -आकारणी सिमा आणि भूमापन चिन्हे रुप्रये 44 जुडी किंवा विशेष 0.30 आकारणी 0.00 गांद नमुना बारा (पिकांची नोंदवही) विकाखालील क्षेत्राचा नर्पाशन उपलब्ध नसलेली जमीन परक गिक ध मिश्र पिकालारील शेष अन्नत सिवित अजल मिर्चित अजन मियन ू जल सिव्त tarea E 97 अस्सल वर हुकुम खरी नकल दिली असे, तारीख ०६८१७२ । ०६, तलाठी

> त्रताठी सजा कृळगाव इस-अवरमध्य

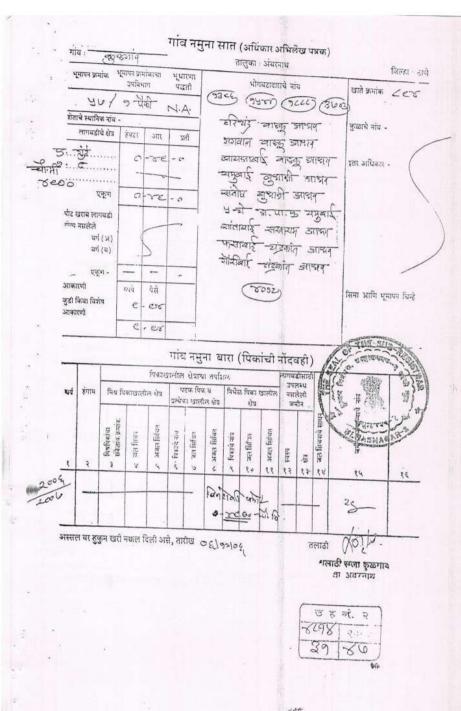


गांव नमुना सात (अधिकार अभिलेख पत्रक) गांव: ्कूल्डाांन तालुका : अंबरनाथ भूगापन क्रमांकाचा भूधारणा पद्धती भोगबटादाराचे नांव खाते क्रमांक • 3 ७८ /3 安全 गसानन भगमत कापसे 4E, N.A. कुळाचे नांव -(33EE) शेताचे स्थानिक गांव -(94 Em भागवडीचे क्षेत्र हेवटर आर इतर अधिकार -र्जीति भी 0-20-2 9 20:00 एक्ण 0-98=2 पाँट खराब लागवडी लंग्य नसलेले वर्ग (अ) वर्ग (य) सिमा आणि भूमापन चिन्हे आकारणी येसे रम्ब जुडी किंवा विशेष 3-00 आकारणी 3-00 गांद नमुना बारा (पिकांची नोंदवही) पिकामालील क्षेत्राचा नपशिल उपलब्ध नसलेली धरक पिक ध ਸਿਖੇਲ ਧਿਕਾ ਯਾਨੀਨ मिश्र पिकाखालील शेष धर्व हंगाम जमीन प्रसंका भारतील क्षेत्र जल सिचनाचे साधन े अज्ञ सिंहर अत सिवन ME T .5 E ma 0902 अस्सल वर हुकुम खरी नकल दिली असे, तारीख ०६ | १७२। ०६ तलाठी नलाठी सला कुळगाव च अयरनाथ उहनं. २

उहनं. २ ४८१४ २००८ २९ ४७



उठ मं. २ ४८१४ २००८ ४८१४ २००८



रेषद, कुळगांव (पूर्व) ४२१५०३ जा.क.मु-बनप/नरवि/ बा.प ८३८ | ७०० कुळगांव-बदलापूर नगरपरिषद ,कुळगांव दिनांक १८।१२००९ श्री/श्रीमती जाजानन मनमत कापसे, कीमा सर्ववाई जोकर ज्यापय व मी: हरिक्चंद्र वाळकु जाखव व इतर भांचे कुकुपमा भी: मानु री जभाविंदानी व इतर दोन द्वारा मी संध्याचार रवंबामन (वाल्र.) विषय: स.नं / प्रहान पेकी हि.नं पुणान पेक्री मीने कुळजा व येथे बांधकाम करण्याच्या मंजूरी बाबत. संदर्भ : आपला दि. € | १२ | २००€र श्रीमती. संच्या आर . खंबायत वास्तुशिल्पकार यांचे मार्फत सादर केलेला अर्ज. महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम १९६६ चे कलम ४५ अन्वये. सन प्रहान पेकी व हम प्रधान पेकी - फॉट नं -मीजे कुळगाव 22790 ची. मि. भुखंडाच्या विकास करावयास मुंबई प्रातिक महावरापाछिका अधिनयम १९४९ ये कलम २५३ अन्वयं कि - 52334 थ्र. मा. वर्ष 5388 है स्ट्री का महावरापाछिका अधिनयम १९४९ ये कलम २५३ अन्वयं वर्षकाम करण्यासाठी केलेल्या दि. हो १२१० है च्या अजीस अनुसक्त पुढील शतीस अधिन राहन तुमच्या मालकीच्या जागेत डिस्च्या रागो दुरुस्ती दाखनिल्याप्रमाणे तस्यार / स्ट्रील्ट , तखनेजला पहिला जागत स्ट्रील्या माजला, तिसर्च मजला, चीया मजला रहाणेसाठी दुक्तने/ आफास/ दवाखाना/ हास्योदल/ शालेसक राष्ट्री वर्ष मार्जाच्या रंगाने केलेल्या दुरूत्या आपल्यावर यथनकारक ग्रहतील. में. जिल्हाधिकारी ठाणे, यांजकडून यांधकाम चालू करावयाचे अगोदर विनशेती परवानगी घेण्याची जवावदारो तुमच्यावर राहील. व विनशेतीच्या परवानगोची एक सत्य प्रान्ध्यम सुरू करावयाचे पंधरा (१५) दिवस अगोदर नगरपालिकोकडे पाटविणे आवश्यक उहलं. २ वांधकाम चालू करण्यापूर्वी (७) दिवस-अण्ये पालिका कार्यालयास लेखी कळविण्यात यावे. ६) क्षे परवानगी आपल्या मालकाच्या कवजाताल ज्यानी व्यतिरिक्त जमिनीयर बांधकाम अगर विकास करण्यीर ¹⁹४ 300€ हक्क देत नाही. 86 ६) बांपकाम या सोवतच्या मंजूर केलेल्या नकाशारं प्रमाणे आणि वालून दिलेल्या अटीप्रमाणे करता येईल. ७) जोत्या पर्यन्त बांधकाम झाल्यानंतर बास्तुशिल्पकाराचे मंजूर नकाशाप्रमाणे बांधकाम केल्याबाबतचे प्रमाणपत्र नगरणाङ्कंस साहर

८) फॉटचे हर्दीत इमारती भोवती मोकळया सोडावयाच्या जागेत बदल करू नये, व त्यामध्ये कोणत्याही प्रकारचे बांधकान करू ९) बांधकामात कोणत्याही प्रकारचा फेरफार पूर्व परवानगो घेतल्याशिवाय करू नये. तसे केल्याचे आढळून आल्यास सदरची बांधकाम

१०) इमारतीच्या शोधकामाच्या सुरक्षितेची (स्ट्रकचरल सेप्टी) जवाबदारी सर्वस्वी आपल्या वास्तु शिल्पकार व स्थापत्य विजारद

करण्यांन यावे व त्या नंतरच ओत्यावरील बांधकाम करावे.

परवानगी रद्द झाली असे समजण्यांत येईल.

यांनेता राहित.

११) बंधकान पूर्णवेचा यावला वापर परवानची धेवल्यारियाय-रमारवीचा वापर करू नवे. त्यासाठी धानेवर ज्या प्रमाणे बांधकान पूर्ण हाले आहे त्याचा नकारता चासुशित्यकार व स्यापत्य विशारद यांच्या विहित नमुन्यावील दाखल्यान्ह (३ प्रतिव) हवर आवश्यक (२) बांबकम बाल करणापूर्वी तनर पूनापन अधिकार्छ / पूर्मी अधिकेख खारपाकडून जानेवी काखणी कवन धेण्याव पावी. (१) नविष्यात राज्यविहेत्या गळवाच्या संस्थेमध्ये व नियोजनामध्ये पूर्वप्रवानी नियाय बदेक करू नये. १३) नविनाहमारतीत मंजूर तकारी प्रमाणे संस्थेमध्ये व नियोजनामध्ये पूर्वप्रवानी नियाय बदेक करू नये. १४) नवीन हमारतीत मंजूर तकारी प्रमाणे संस्थेक देक विहीयेशसून कुमीत कर्मा ५० पुढ अंतयवर असणे आवश्यक आहे. १५) संह्याच्याचे व मानोळ्याचे माणी नगरमालिकेच्या गतायत स्वत्वचान नगरिकामध्या संस्था प्रमाणे सोहाने स्वाचेत १२) कांकाम में राज्यकार असा रास्तारकार वासर राज्यकार गर कार्यका राज्य कार्य कार्य कार्य कार्य कार्य कार्य कार्य संडपारवाच्या बावतीत आरोप आत्याचे प्रमाणक असल्याशिवाय बापर प्रवान देश्यात येशार नाही. १६) बोषकाम मंदीरक रस्त्यावर यकावयाचे झाल्यास नगरपाठिकेच्या बापकाम खाल्याची एरवावयी घेणे आवश्यक ग्रहील व स्था करिता नियमाप्रमाणे छापणारी रक्कम (दंड झाल्यास त्या रकमेस्राहित) भरायो छागुर्छः (७) बांधकामाच्या वेळी निरूपयोगी माल (मटीरेयल) नगरपालिका सामिल स्वा विकाणी स्वस्त्रपनि बाहुन टाक्ला पाडिजे. १८) बोबकामामुगः माग्नेनवाली त्योदलेख्या, बाह्या, जागेव कमीत कमी, ए खराकि ३ . गुक्मोदर, ३ , विच ४ . निलगिरी ५ : कस्त्रे देखी पकुण इहा झाडे लावन त्याची जीपासना केली पाढिजे तसेच सता अस्तीत्यात असलेली झाडे तोडण्यापूर्वी परवानची वेण बंधनकारक रहे नकाशात दाव्यविल्याप्रमाणे बायकामाच्या कृतत पहणेसाठी / व्यक्तिकर नेथणीत / औद्योगित उपयोग कथवा. ्देश) नावरीः जमितः कमालः ममादा आधिरयमः १९७६ भाषीतः वरत्यीः प्रमाणेः जागाः हार्यति होतः समस्यामः त्याची सर्वस्यी समास्यरी २१) न्यतित् विन्या, जामेजवलून अतियाय विद्युववाहिनी जात असल्यास याविकाम करण्यापूर्वी संयमित खारपाकरून ना हरकत २२) जाण महामार्ग किया रेल्वे मार्गास समुख लागून किया जयळ असल्यास संबंधित खाल्याकरून गांधकाम करण्यापूर्वी ना इरकत २३) बांपकामाकडे किंवा इनारतीकडे जाण्या येण्याच्या मार्गाची जनाबंद्रापे संपूर्णको आपक्षेकडे थिहील. बांपकाम परवाननी नियोजित स्क्याप्रमारो दिली असल्यास त्या रस्त्याचे काम नगरपाठिकेच्या सोची प्रमाणे व प्रापान्यते प्रमाणे केले जाईल. य तसा रहता होई पावेतो इमारतीकडे जाहना पेण्याच्या मार्गाची जनावदारी सर्वस्थी आएली राहील. २४) जानेत जुने भाडेकक असल्यास त्यांच्या बाबत योग्य तो व्यवस्था कराययाची जवाबदाएँ मालकांची राहील व मालक -भाइक्रक बामम्ये कार्) बाद असल्यास किया निर्माण झाल्यास त्याचे निकारण भारकाने करणे आवश्यक पहिल व त्या सामग्रीत २५) सद्गर जानेतून राण्याच्या नेसारका निवय होत असल्यास तो इकडील परवानमी शिवास सळवू अमवा बंद करू नमें. २६) सदर प्रकरणी मूकांची संपूर्ण भाहिती दिली असल्यास सदर सांप्रकाम परवानगी रद्द करण्यात सेईल. २७) सदर जागेत विद्यार असल्यास ती इकडील परवानगी शिवाय मुजबू नथे. .२८) बांबकाम पूर्ण झाल्यावर विण्याचे पाण्याचे क्रनेकराच मिळण्याकरिका नगरपाछिकेवर जवाबदाये पाण्यासाठी पारिका हुनी पेणार नाही, २९) सहर जागेत मांपकाम करण्यायायतचा पूर्वीया प्रस्थाना असेल तर ती या ब्दारे स्ट्र-झाला हिन्स सम्जलमात पार्वः २९) सहर जागत सामकाम् काल्यानासतम् यूनाम् अस्याना जाकाः तरः ता या कार स्ट्रान्ताला हृतम् प्रत्यानास्य स्थापना ३०) तदापने स्पादमात्वा पाण्याच्या निर्मय दोगेक्गीता पालिकेच्या गरायतम् जोडण्यासाठी पालिकः स्थापना स्थापन पाण्याचे निहतः क्रनेवनुतनं महोराष्ट्र-पाणी पुस्तवः ख्रात्याकद्नं येणीय हरकतः नाही .-३२) पूळासमोरील रस्ता प्रथ्या स्वक्रपात तथार केल्याखेरीज वापर परवाना मिळणार नाही. २०) मुक्कावनायण स्था प्रथम स्थलमा वस्ता कर्णाकण्य पास राजाम माळ्यार पाता. ३३) महायद् राज्य विद्युत मळळळजून विजेचे कनेक्शन येणेबाठी कु.स.न.चा यो हरकत नाही. यांपकामण्यासम्बद्धाः ३४) बाँचकाम सुक्र करणपूर्वी यायकामाबाबत तपरालिबार फलक छावपुर्वास याथा. ३५) सुमारित विकास अधिभार भी शासन ठएविछ त्या दूधने भरत्यानंतरच वापर परवानगी दिछी जाहीत. ३६) इमारती मधील ओटला बंदीन्त फेल्याच दंडांगक कारवाई करण्यात येईल.

मुख्याधिकारी व नियोजन अधिक

कुळगांव

उहनं. २

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अदस्तपूर नगरपरिषद

सुझ्यक नगर रचनाकार

कळगांव"

मुळगांव - बदलापूर नगरपरिषद

२२. श्रीमती फसाबाई चद्रकांत, २३. श्रीमती गौरीवाई चंद्रकांत जाधव रा. कुळगांव ता. अंबरनाथ जि. ठाणे यांना तालुका अंबरनाथ मधील मौजे कुळगांव येथील सव्हें नं./हिस्सा नं. -५६/१पैकी, ५६/१पैकी, ५६/१पैकी, ५६/१पैकी, ५६/१पैकी, ५६/१पैकी, ५७/१पैकी,मियल २२८५०-०० चौ. मीटर पैकी १२३३५-२५ चौ.मी. मधील आपल्या मालकीच्या जमीनीतील जागेचा रहिवास १२२४४-७२ चौ.मी व वाणिज्य ९०-५३ चौ.मी या बिगर शेतकी प्रयोजनाधं वापर करण्या बाबत पुढील शर्तीवर अनुज्ञा (परमीशन) देण्यांत यंत असून खालील क्षेत्रावर

इतर आरक्षण

5803-00

3. रिक्रीरेशन ग्राऊंड

3588-60

इंटरनल रोड

2886-04

त्या शर्ती अशा :-

ही परवानगी अधिनियम व त्याखालील केलेले नियम यांना आधिन गहुन देण्यांत 1.

अनुजाग्नाही व्यक्तीने (ग्रॅंटीने) अशा जमीनीचा वापर व त्यावरील इमारतीचा आणि -किंवा अन्य बांधकामाचा उपयोग उक्त जमीनीचा ज्या प्रयोजनार्थ उपयोग करण्यास परवानगी देण्यांत आली असेल त्या प्रयोजनार्थंच केवळ केला पाहिजे आणि त्यानं अर्था जमीन किंवा तिचा कोणताही भाग किंवा अशी इमारत यांचा इतर कोणत्याही प्रयोजनार्थ जिल्हाधिकारी ठाणे यांच्याकडून तशा अर्थाची आगाऊ लेखी प्रस्वानगी मिळविल्याशिवाय वापर करता कामा नये. इमारतीच्या वापरावरुन जीमनीचा वापर ठरविण्यांत येईल.

अशी परवानगी देणा-या प्राधिका-याकडून अशा भूखंडाची क्रिया द्वांचे जे कोणतेही उपभूखंड करण्या बाबत मंजूरी मिळाली असेल त्या विम्याङाची क्यार्थी पोट विभागणी करता कामा नये.

अनुजाग्राही व्यक्तीने (अ) जिल्हाधिकारी व संबंधि नगरपालिका प्राधिकेरी यांचे समाधान होईल अशा रीतीने अशा जमीनीत रस्ते वादीर वगरे यांधून प्राणि (च) भूमापन विभागा कडून अशा भूखंडाची मोजणी व त्याचे समाकन एकन ती जिल्हा या आदेशाच्या तारखे पासुन एक वर्षाच्या आंत मंजूर अल्याड्यक व्यक्ताकेच् कार्रेजीरपणे विकसित केली पाहिजे. आणि अशा रीतीने ती जमीन विकस्तिक केली पाहिजे. आणि अशा रीतीने ती जमीन विकस्तिक केली पाहिजे. जमीनीची कोणत्याही रीतीने विल्हेवाट लावता कामा नये.

अनुज्ञाग्राही व्यक्तीस असा भुखंड विकाययाचा असेल किंवा त्यांनी इतर प्रकार विल्हेवाट लावायची असेल तर अशा अनुज्ञाग्राही व्यक्तीने तो भूखंड या आदंशात आणि सनदीमध्ये नमूद केलेल्या शतीचं पालन करुनच विकणे किंवा अशा शतीनुसारच त्याची अन्य प्रकारे विल्हेबाट लावणे आणि त्यांचे निष्मादित केलेल्या विलेखात तसा खास उल्लेख करणे हे त्यांचे कर्तव्य असेल.

या सोबत जोडलेल्या स्थळ आराखड्यात आणि किया इमारतीच्या नकाशात निर्दिष्ट केल्या प्रमाणे इतक्या जोते क्षेत्रावर बांधकाम करण्या विषयी ही परवानगी देण्यांत आलेली आहें सदर भूखंडातील नकाशात दर्शविल्या प्रमाणेच उर्वरित क्षेत्र विना



प्रस्ताचित इमारत किया कोणतेही काम (असल्यास) त्यांच्या बांधकामास सुरुवात करण्यापुर्वी अनुताग्राही व्यदतीने (ग्रेंटीने) कुळगांव-बदलापुर नगर परिषद यांचेकर्न बांधकाम परवानगीचे नुतनीकरण करुन घेउन त्यानंतरच बांधकाम करणे अनुजागाई:

अनुज्ञाग्राही व्यक्तीने सोवत जोडलेल्या नकाशात दर्शविल्या प्रमाणे सीमांतिक मोकळे अंतर (ओपन मार्जीनल डिस्टेंसेस) सोडले पाहिजे.

या आदेशाच्या दिनांका पासून एक वर्षांच्या कालावधीत अनुज्ञायाही व्यक्तीने अशा जमीनीचा बिगर शेती प्रयोजनासाठी वापर करण्यास सुरुवात केली पाहिजे. मात्र वेंळोचेळी असा कालावधी वाढविण्यांत आला असेल तर ती गोष्ट अलाहिदा. अनुज्ञाग्राही व्यक्तीने उपरोक्त प्रमाणे न केल्यास ही परवानगी रह करण्यांत आली असल्याचे समजण्यांत येईल.

अनुज्ञाद्याही व्यक्तीने अशा जमीनीचे विगर शेतकी प्रयोजनार्थ् वापर करण्यांस ज्या दिनांका पासून सुरुवात केली असेल किंवा ज्या दिनांकास त्याने अशा जमीनीच्या वापरात बदल केला असेल तर तो दिनांक त्याने एक महिन्याच्या आंत तलाठ्या मार्फत अंबरनाथ तहसिलदारांस कळविले पाहिजे. जर तो असे करण्यांस चुकेल तर भहाराष्ट्र जमीन महस्रुल (जमीनीच्या वापरातील बदल व विगरशेतकी आकारणी) नियम १९६९ मधील नियम ६ अन्वये त्याच्यावर कार्यवाही करण्यांस असा अनुजाग्राही पात्र ठरेल

अशा जमीनीचा त्या प्रयोजनार्थं वापर करण्यांस अनुज्ञाग्राहीस परवानगी देण्यात आलं। असेल त्या प्रयोजनार्थ यापर करण्यांस प्रारंभ करण्याच्या दिनांका पासून सदर अनुज्ञाग्राहीने त्या जमीनीच्या संबंधात दर चौ.मी. भागे ०-८३-२ पैसे या दराने विगर शेतकी आकारणी दिली पाहिजे किंवा परवानगीच्या तारखेच्या पुर्वलक्षी प्रभावाने अथवा त्यानंतर अंमलात येणारे बिनशेती दराने बिनशेती आकार देणे यंथनकारक राहील. अशा जमीनीच्या वापरात कोणत्याही प्रकारचा बदल करण्यांत आला तर त्या प्रसंगी निराळया दराने बिगर शेतकी आकारणीच्या हमीची व्हावयाची आहे ही गोष्ट विचारात घेण्यात येणार नाही.

अनुज्ञायाही व्यक्तीने सदर जागेची अतितातडी १०५००/-(अक्षरी दहा हजार पाचशे मात्र) चलन क्रं. अन्वये शासन जमा केली आहे.

भूमापन विभागाकडून जमीनीची मोजणी करण्यात आल्यो नंतर अशा जमा क्षेत्रफळ आढळून येईल तितक्या क्षेत्रफळानुसार या आदेशी आर्पिक्स केलोले क्षेत्र तसेच बिगरशेतकी आकारणी यांत बदल करण्यांत यहेला विकास

सदर जमीनीच्या बिगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून दोन वर्णान्या कालायधीत अनुज्ञाग्रीने अशा जमीनीवर आवश्यक ती इमारत बांधली पाहिजे अन्यथा सदरहू आदेश रदद समजण्यांत येईल य अनुजाग्राही यांना अकृषिक परवानगीसाठी नव्याने अर्ज सादर करावा लागेल.

पूर्वीच मंजूर केलेल्या नकाशाबरहुकुम अगोदरच बांधलेल्या इमारतीत अनुजाग्राहीने कोणतीही भर पालता कामा नये किया ती मध्ये कोणताही केरबदल करता कामा नये, मात्र अशी भर घालण्यासाठी किंवा फेरबदल करण्यासाठी जिल्हाधिका-यांची परवानगी घेतली असेल आणि अशा भरीचे किंवा फेरबदलाचे नकाशे मंजूर करुन घेतले असतील

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

१७. जमीनीच्या बिगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून एक महिन्याच्या कालावधीत अनुज्ञाग्राही व्यक्तीने महाराष्ट्र जमीन महसुल (जमीनीच्या वापरात बदल व विगरशेंतकी आकारणी) नियम १९६९ यातील अनुसूची पाच मध्ये दिलेल्या नमुन्यात एक सनद करुन देऊन तीत या आदेशातीलं सर्व शतीं सर्माविष्ट करणे त्यास.

१८३१. या आदेशात आणि सनदीमध्ये नमूद फेलेल्या शर्तिपिकी कोणत्याही शतीचे अनुजाग्राही व्ययतीने उत्लंघन केल्यास उयत अधिनियमाच्या उपबंधान्यये असा अनुजाग्राही ज्या कोणत्याही शास्तीस पात्र ठरेल त्या शास्तीस बाधा न येज देता ठाण्याच्या जिल्हाधिका-यास तो निर्दिष्ट करेल असा दंड आणि आकारणी भग्ल्यानंतर उपत जमीन किंवा भूखंड अर्जदाराच्या ताब्यात राहु देण्याचा अधिकार असेल.

पट्न वरील खंड, अ) मध्ये काहीं अंतर्भूत असले तरीही या परवानगीच्या तरतृरींचरूर । जाऊन कोणतीही इमारत किंवा बांधकाम उभे करण्यांत आले असेल किया तरतृरींचरूर । विरुद्ध या इमारतीच्या किंवा गांधकागाचा वावर करण्यांत आला असेल तर वितिर्दिष्ट मुदितीच्या आंत अशा रीतीने उभारलेली इमारत काहून टाकण्या विषयी किंवा तीत केरबदल करण्याविषयी ठाण्याच्या जिल्हाधिका-याने निर्देश देणे विथी संमत असेल. तसेच ठाण्याच्या जिल्हाधिका-याला अशी इमारत किंवा बांधकाम काहून टाकण्याचे किंवा तीत केरदल करण्याचे काम करवून घेण्याचा किंवा त्या प्रीत्थर्थ आलेला खर्च अनुज्ञाग्राही व्यक्ती कडून जमीन महसुलाची थकवाकी म्हणून वसुल करून घेण्याचा अधिकार असेल.

दिलेली ही परवानगी मुंबई कुळविहयाट व शेतजमीन अधिनियम १९४८, महाराष्ट्र ग्रामपंचायत अधिनियम आणि नगरपालिका अधिनियम इ. सारख्या त्या चेळी अंमलात असलेलया इतर कोणत्याही कायद्याचे कोणतेही उपवंध प्रमुणाच्या अन्य संबंधीत यार्बीच्या बाबतीत लागृ होतील. त्या उपवंधाच्या अधि

२०. अनुसाग्राही यांनी बिगरशेतकी आकारणीच्या पाचपट किन्म रू.६८७९९/- क्रिक् अडुसप्ट हजार सातशे नव्याण्याय बात्र) रूपांतरीत किन्म रूपांतरीत टेक्स न्हणून तहसिलदार अंबरनाथ यांचेकडील पावती क्रमांक ६०६५३८/ दि. १८/१२००५ कियरे सरकार जमा केली आहे.

२१. अनुज्ञाद्याही यांनी कुळगांव-बदलापुर नगर परिषद यांचे कडील मंजूर नकाशाबरहुकुमच बांधकाम केले पाहिजे.

२२. अनुज्ञाग्राही यांनी कुळगांव-बदलापुर नगरपरिषद यांचेकडील बांघकांम नकाशा व्यतिरियत जादा बांथकाम केल्यास अगर बांथकामामध्ये बदल करुन जादा चट्डं क्षेत्र ' निर्देशांक वापरत्यास अनुज्ञाग्राही हे महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ चे कलम ५२ अन्वये फौजदारी स्वरुपाचा गुन्हा दाखल करण्यांस पात्र रहातील व असे जादा बांधकाम दूर करण्यांस पात्र राहील.

२३. सदर जिमनी संदर्भात भविष्यात वाद उपस्थित झाल्यास त्यास अर्जदार मर्गार्था जबाबदार राहतील. b) Since it would not be personally possible for me to do various acts relating to such properties to be purchased in my name, I deem it expedient to appoint, constitute and nominate

Mr. S. Rajagopal, aged about 45 years, son of Mr. R. Santhanam, residing at Tulic Housing Society, Bhavani Nagar, Marol, Andheri, Mumbai, as my AGENT AND ATTORNEY, to do all or any of the following acts, deeds or things in respect of any immovable properties such as vacant land or land and building or Flat with proportionate undivided share of land, purchased in my name and all the related matters:

- To sign Agreements for Sale, Sale Deed and other documents that are required for purchase of any property in the above project in my name.
- To sign necessary forms, letters, registers and other documents in the office of the registering authority for completing the registration of sale of any property in my name.
- To make necessary statements, representations and other submissions before the competent registering authority, admit execution thereof and to receive the Sale Deed, duly registered.
- 4. If necessary, to apply for and obtain any sanction, permission, clearance under any of the laws that are applicable or from any authority for the purposes of completion of registration of sale in my favour.

ELAYACHANDRAN E.A.B.L. CITY OF MADRAS REG No.101/06

- To pay the stamp duty, registration charges, society share transfer charges and all
 payments relating to the sale of property in my favour.
- To take possession of the property and to incur reasonable expenses for maintaining the property.
- To maintain accounts for all transactions in respect of my properties and produce it before me when required.
- 9. And Generally to do and execute all acts, deeds and things necessary or incidental for all or any of the above said purposes and I hereby confirm and undertake to ratify all and any such act done by my said Attorney in pursuance of this Deed to be acts, deeds and things done by me and as if I was personally present.
- No consideration was passed for execution of this document and the Attorney is accountable to me.

SCHEDULE

(Larger extent of which the property to be purchased forms part)

All those pieces and parcels of land lying, being and situated in Village Kulgain, Taluka · Ambernath, District Thane, within the limits of the Kulgaon Badlapur Municipal Council bearing:

TARY PUBLIC

OTARY PUBLIC

R. JAYACHANDRAN

REG NO. 101/05

111111

उहमं. २ ४८१४ २००८

Survey No.	Hissa No.	Area (Sq.Mtrs)	
56	1 part	2000,00	
57	1 part	2500.00	
56	l part	2447.99	
56	l part	2832.76	
56	l part	1947.52	
56	1 part	278.21	
56	1 part	4551.25	

And bounded as follows: 17 4 24

On or towards East Boundaries of land falling under Green Zone

On or towards West 30 feet wide existing main road towards Dubey Baug

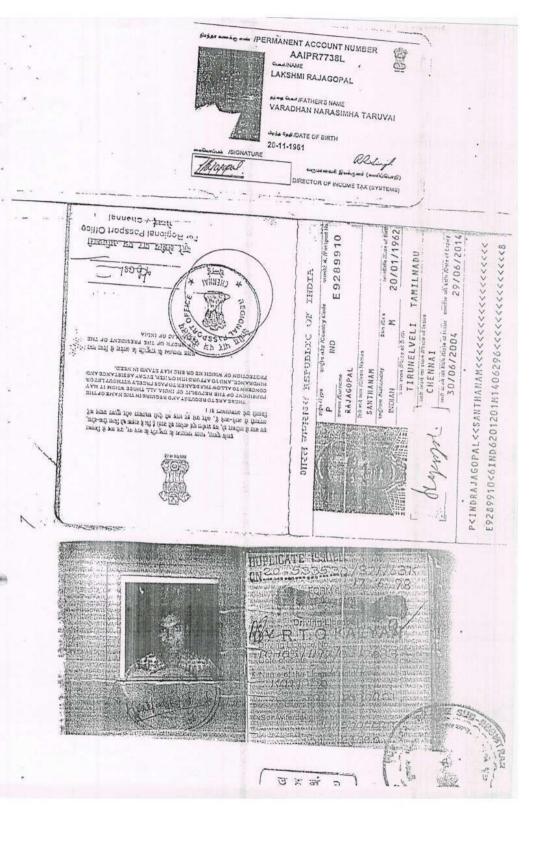
On or towards North : Boundaries of Survey No. 57/1

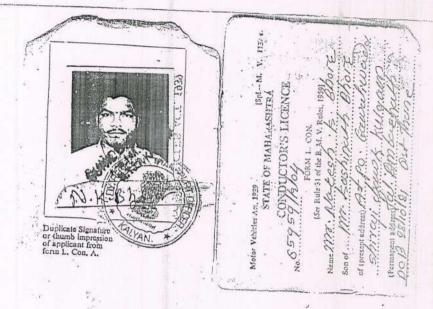
CITY OF MADRAS

Boundaries of Survey No. 56/4 and 56/5 together with all easement rights and benefits of sanctioned plans and permissions On or towards South :

IN WITNESS WHEREOF the Principal herein has executed this Power of Attorney on the 22nd day of May 2008

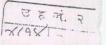
R. JAYACHANDRAN
Advocate and Notary











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क्ष्रीक्र-सह दुष्यम निवंद्यक वर्ग -२ उत्हादानागर क्रमांक-२



दरत गोषवारा भाग - 2

दरत क्रमांक (4814/2008)

पावली क्र.:4814 दिनाक:13/06/2008 पायतीचे वर्णन मादाः - - सी. लक्ष्मी राजा गोपाळ सर्पे कु म्हणून श्री एस. राजागोपाल

11340 :नोंदणी की 940 :नवकल (अ. 11(1)), पृथ्टांकनाची (317, 11(2)). रुजवात (अ. १२) व छायाचित्रण (अ. १३) -: एकत्रित फी

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दस्त क्र. [उहन2-4814-2008] चा गोषवारा बाजार मुल्य :855000 मोबदला 1134000 भरलेले मुद्रांक शुल्क : 50640

दस्त हजर फेल्याचा दिनांक :13/06/2008 11:17 AM निष्पादनाचा दिनांक : 13/06/2008

दस्त हजर करणा-याची सही:

दस्ताचा प्रकार :25) करारनामा दस्त अनुच्छेद प्रकार: करारनामा

शिवका क्र. 1 ची वेळ : (सादरीकरण) 13/06/2008 11:17 AM शिक्का क्र. 2 ची येळ : (फ़्री) 13/06/2008 11:22 AM शिक्का क्र. 3 मी वेळ : (कबुली) 13/08/2008 11:24 AM शिवका क्र. 4 भी वेळ : (ओळख) 13/06/2008 11:24 AM

दस्त नोंद केल्याचा दिनांक : 13/06/2008 11:24 AM

ओळख:

खालील इसम असे नियंदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशा ओळखतात.

1) -- नरेश काशिनाथ भोईर ,घर/प्रलॅट गल्ली/रस्ताः -

ईमारतीचे नावः -

ईमारत नं: -

पेठ/वसाहतः शिवाजी चौक शहर/गाव: बदलापूर

तालुकाः -

पिनः -

2) -- ललीत एस. शेवारामानी ,घर/प्रलॅट नं: --

गल्ली/रस्ताः -

ईमारतीचे नावा --

ईमारत नं: -पेट/वसाहतः कुळगाव

शहर/गादः यदलापूर तालुका: -

पिन: -



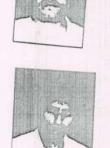
या दस्तास एकुण ४ ५ अस्न त्यांना १ ते 🕆 ७ पर्यंत क्रमांक दिले आहेत.

ेप्रहाक चर्ज-३ २-व्यांक्ट्रिस्ट स्ट्रास्ट्र

* 21.4. 2.5. 9 3 ्रकः १८१४अन्त्रुये नोंदला दुय्यम निबंधक उल्हासनगर-२

दु. निबंधकाची सही उल्हासनगर 2





दुय्यम निबंधकः उल्हासनगर 2

दरतक्रमांक व वर्ष: 4814/2008

Friday, June 13, 2008

सूची क्र. दोन INDEX NO. 11

गावाचे नाव : कृळगाव

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणा देतो की पटटेदार ते नमूद करावे) मोबदला रू. 1,134,000.00

या.भा. रू. 855,000.00

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

(1) सर्वे क्र.: 56 वर्णना विभागाचे नाव - मीजे [गांव] कुळगांव क्रमांक 2 (कुळगांव बदलापुर नगरपालीका), उपविभागाचे नाव - 2/9 - बी-1/क-3) रेल्वे लाईन व पाईप लाईनच्या पूर्वकडीह कुळगांवच्या उर्वरीत निळकती. सदर निळकत सर्व्हें. नंबर - 56 मध्ये आहे. गांजे कुळगांव, स 3 56,57, हि. नं. 1 पैकी, यायरील कृष्णा इस्ट्रेट, क्षेत्र 16557.73 ची. मी. बिल्डींग नं. ए- 1. चौथा मजला, सदनिका क्र. 403, क्षेत्र 59.35 ची. मी. कारपेट विमाग क्र. 2/9.

(3)क्षेत्रफळ

(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) - - में. धीरज इस्ट्रेट प्रा. लि. तर्फे डायरेक्टर श्री केलाश मी. जगातकाः गल्ली/रस्ताः -; ईमारतीचे नायः --; ईमारत नः -; पंद/पसागतः वर्वश्र राज बदलापूर ; तालुका: --; पिन: -; पॅन नम्बर: AABCD9542D.

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

(1) - - सी. लक्ष्मी राजा गोपाळ तर्फे कु. मु. म्हणून श्री एस. राजागोपाल : घर/प्रलंट न: गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारता नं: - ; पेठ/वसाहत: पुरे धाग रोड, हंद्रेपाडा.; शहर/गावः वदलापूर ; तालुकाः -;पिनः -; पॅन नम्बरः -. (2) - - श्री एस. राजागोपाल ; घर/फ़्लॅंट नं: --; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमार

व संपूर्ण पत्ता (7) दिनांक करून दिल्याचा 13/06/2008

-; पेठ/बसाहत: सदर; शहर/गाव: -; तालुका: -;पिन: -; पॅन नम्बर: -.

(8) नोंदणीचा

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(9) अनुक्रमांक, खंड व पृष्ठ (10) बाजारभाबाप्रमाणे मुद्रांक शुल्क

₹ 50640.00

(11) बाजारभावाप्रमाणे नौंदणी

₹ 11340.00

(12) शेरा

राह दुष्यम निवंद्यक वर्ग -२ उल्हासनागर क्रमांळ-२

