

Dena Bank / Bhiwandi

44



Tuesday, November 10, 2009
11:07:47 AM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 5183
दिनांक 10/11/2009
गावाचे नाव भिवंडी
दस्ताऐवजाचा अनुक्रमांक बवड2 - 05183 - 2009
दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: विशाल लक्ष्मण तिवारी - -

नोंदणी फी	:-	8500.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (39)	:-	780.00
एकूण	रु.	9280.00

आपणास हा दस्त अंदाजे 11:22AM ह्या वेळेस मिळेल

दुय्यम निबंधक
भिवंडी 2

बाजार मुल्य: 598224 रु. मोबदला: 850000 रु.
भरलेले मुद्रांक शुल्क: 25100 रु.



दस्तक्रमांक व वर्ष: 5183/2009

Tuesday, November 10, 2009

11:09:23 AM

दुय्यम निबंधक: भिवंडी 2

नोंदणी 63 म.

Regn. 63 m.e.

सूची क्र. दोन INDEX NO. II

गावाचे नाव : भिवंडी

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 850,000.00
बा.भा. रु. 598,224.00

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

(1) मिळकत क्र.: 520 सिटीएस क्र.: 3527/व इतर वर्णन: विभागाचे नाव - भिवंडी (भिवंडी निजामपूर महानगर पालिका), उपविभागाचे नाव - 12/129 - वॉर्ड क्र. 57) भिवंडी न. भु. क्र.. सदर मिळकत सि.टी.एस. नंबर - 3527 मध्ये आहे. , मौजे भिवंडी येथील सिटी.एस.नं. 3527, 3526, स.नं. 30, 32, 41, 85 या जागेवरील म्यु.घर नं. 520, सोनम अपार्टमेंट को.ऑप.हो.सो.लि., मधील पहिल्यामजल्यावरील सदनिका क्र. 101, क्षेत्र 58.08 चौ.मी. बांधीव.
(1)58.08 चौ.मी. बांधीव.

(3) क्षेत्रफळ

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)-

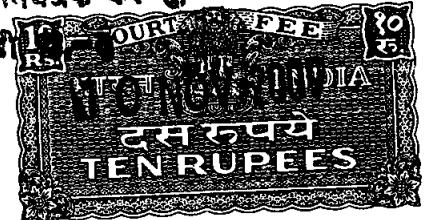
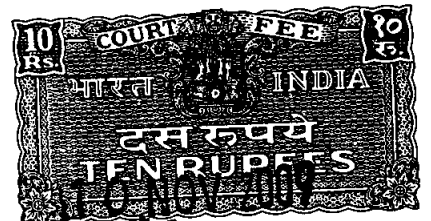
(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता

(1) हिमांशु दिलीप सोमाणी - -; घर/प्लॉट नं: कॉंबडपाडा, भिवंडी; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: BCXPS9332P.

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

(1) विशाल लक्ष्मण तिवारी - -; घर/प्लॉट नं: 101, प्रभुआळी, भिवंडी; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AGXPT6127C.

(7) दिनांक करून दिल्याचा 10/11/2009
(8) नोंदणीचा 10/11/2009
(9) अनुक्रमांक, खंड व पृष्ठ 5183/2009
(10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 25100.00
(11) बाजारभावाप्रमाणे नोंदणी रु 8500.00
(12) शेरा



वह. दुय्यम निबंधक वरु,

भिवंडी

वह. दुय्यम निबंधक वरु २
भिवंडी क्र.-३

बवड - २
५१६३ / २००९
१ / १९

५६

(Customer Copy)

Date : 09/11/09

Deposit Br. : Bhiwandi, Thane.

Pay to : Bombay Mercantile Co-operative Bank Ltd.
A/c. Stamp Duty

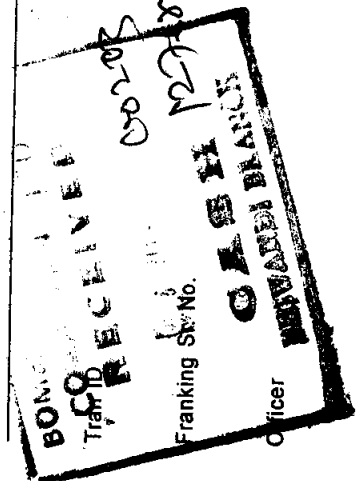
Franking Value Rs.	२५१००/-
Service Charges Rs.	१०/-
Total Rs.	२५११०/-

Name of Stamp Duty paying party :

Vishal Laxman
Tiwari

DD / Cheque No.

Drawn on Bank & Branch :



BOMBAY MERCANTILE CO-OPERATIVE BANK LTD. (SCHEDULED BANK)
Franking Deposit Slip
Govt. of Mah. General Stamp Office Licence No. D-5/STP(V)/C.R.1056/07/05/1728 - 31/05

AUTHORIZED SIGNATURE
BHIWANDI BRANCH

BOMBAY MERCANTILE CO-OPERATIVE BANK LTD.

AGREEMENT FOR SALE

ACTUAL TRANSACTION AT RS.8,50,000/=.

GENERAL STAMPS AFFIXED AT RS.25,100/=.

FLAT AREA CONVEYED 625 SQ.FTS.(BUILT-UP).

Bombay Mercantile Co-operative
Bank Ltd.,
Bhiwandi Branch,
38, Keshavnagar,
Bhiwandi-421 302.
D-5/STP(V)/C.R.1056/07/05
1728-31/05

THIS INDENTURE is made and entered into at Bhiwandi

_____ day of NOVEMBER, 2009, BETWEEN SHRI HIMANSHU

MANI, an adult, Indian Inhabitant, by occupation - profession,

resident residing at 85, Prabhu Alley, 3rd Floor, Above Gurukul Classes

Bhiwandi, Bhiwandi, Dist :- Thane, in the state of Maharashtra, herein after

referred to as the VENDOR (Which expression shall unless the same be



INDIA
R. 00251001-P85452
SPECIAL ADHESIVE
NOV 09 2009
00203
127685
12:12

५७

repugnant to the meaning and context thereof be deemed to include his
executors administrators and permitted assigns .. etc.) of the

ONE PART, AND IN FAVOUR OF

SHRI VISHAL LAXMAN TIWARI, an adult, Indian inhabitant, By

Occupation - Profession, residing at Flat No. 302, 3rd Floor, Above Gurukul

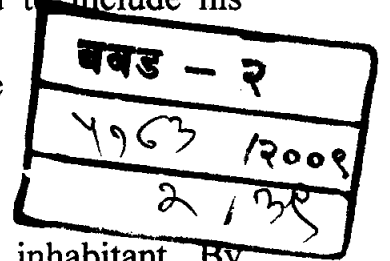
Classes, Opp. Union Bank of India, Bhiwandi, Dist :-Thane, hereinafter

referred to as the **P U R C H A S E R** (Which expression shall unless the

same be repugnant to the meaning and context thereof be deemed to include

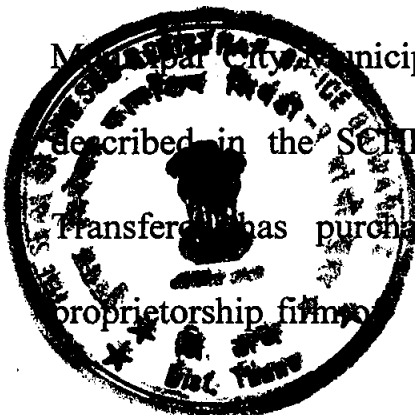
his executors, administrators, successors and permitted assigns ..etc.) **OF**

THE SECOND PART.

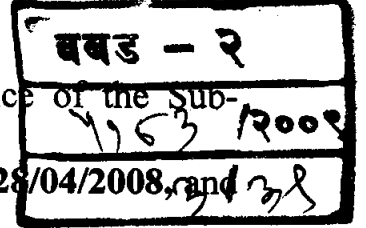


WHEREAS the Vendor is one of the member of " **SONAM APARTMENT " CO-OP.HOUSING SOCIETY LTD.**, duly registered with Co-operative Housing Society, bearing it's **Regn. No. TNA/BWI/HSG/(TC)11866/2001 Dtd.05-10-2001.**

WHEREAS the Vendor is the owner and quiet in possession of **ONE FLAT** on the First Floor, **FLAT NO.101, M.H.No.520 ,SONAM APARTMENT CO-OPERATIVE HOUSING SOCIETY LTD.**, admeasuring area about **625 SQ.FTS.(BUILT-UP)**, constructed on free hold land and the said flat constructed on **M.H.No.520, Kasar alley, Gokul Nagar, Bhiwandi, Dist :-Thane**, within the limits of **Bhiwandi Nizampur Municipal Corporation, Bhiwandi**, and more particularly described in the **SCHEDULE** hereunder written, and the said flat the Transferred has purchased from **M/S.VISHAL CONSTRUCTION**, a proprietorship firm, Bhiwandi, Dist :-Thane, **Vide it's Agreement For**



Sale Dtd.28/04/2008, duly registered with the office of the Sub-Registrar, Bhiwandi, bearing it's Serial No.3852/2008, Dtd.28/04/2008, and



since than the said flat stands in the name of the vendor as the owner and the person in whose possession whereof as the owner in records of right and in the office of Bhiwandi Nizampur City Municipal Corporation, Bhiwandi and other Government records in the name of vendor as the owner and person in possession thereof.

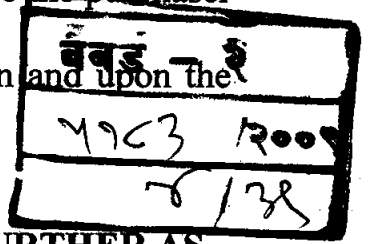
AND WHEREAS the vendor is selling the said flat as on " **OWNERSHIP BASIS** ", **AND WHEREAS** the purchaser being in need of accommodation and approached the vendor for the said FLAT NO.101, admeasuring area about 625 SQ.FTS. on the First Floor of the said " **SONAM APARTMENT** " **CO-OP. HOUSING SOCIETY LTD.** building, at M.H.No.520, Komad pada, Adarsh Park Road, Bhiwandi, Dist :-Thane, and more particularly building is known as **SONAM APARTMENT CO-OP. HOUSING SOCIETY LTD** (Which is registered under Maharashtra Co-operative Societies Act, 1960 and which for brevity's sake is hereinafter referred to as the " said society " .

AND WHEREAS the vendor is seized and possessed of or otherwise well and sufficiently entitled to in the said society a Flat bearing Flat No.101 on the First Floor of the said **SONAM APARTMENT CO-OPERATIVE HOUSING SOCIETY LTD.,M.H.NO.520, Komad Pada, Adarsh Park Road, BHIWANDI, DIST :- THANE.**



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AND WHEREAS the vendor has agreed to transfer to the purchaser his all rights in the above referred flat, for the consideration and upon the terms hereunder mentioned.



- : NOW THEREFORE THIS DEED WITNESSETH FURTHER AS

UNDER :-

1.) That the vendor has agreed to transfer his all rights of the said flat in favour of the purchaser together with all collective rights in the society, alongwith fixtures & fillings, Electric Meter, Electric fittings therein, for the consideration of **Rs.8,50,000/=(Rupees Eight lakh fifty thousand only)** and the said vendor has already paid the amount by the purchaser as follows

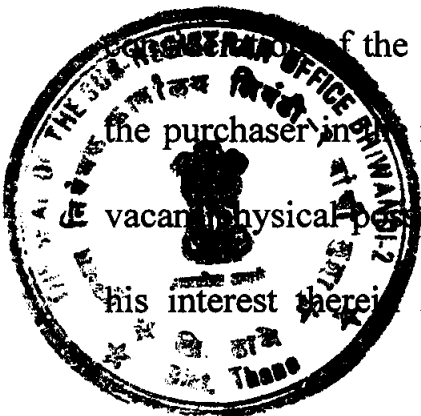
:-

Date :	Ch.No.	Name of Bank.	Amount.
31/10/09.	883693.	Dena Bank,Bhw.Br.	1,00,000/=
BALANCE ON OR BEFORE POSSESSION			
i.e. within 60 days.			7,50,000/=

Total.			8,50,000/=
			=====

the said amount is paid to the vendor by the purchaser in the following manner. The vendor doth hereby admit and acknowledge the receipt of the above amount and release the purchaser of the same and every part thereof.

AND WHEREAS in pursuance of the said agreement and in the entire agreed amount of transfer paid to the vendor by the purchaser in the manner aforesaid, the vendor has put the purchaser in vacant physical possession of the said flat transferring and relinquishing all his interest therein...etc. in favour of the purchaser, who shall occupy,



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possess, own and use the said flat with all rights, without any interruption,
claim or right of any kind from the transferor or his heirs or any other
persons or person claiming through him.

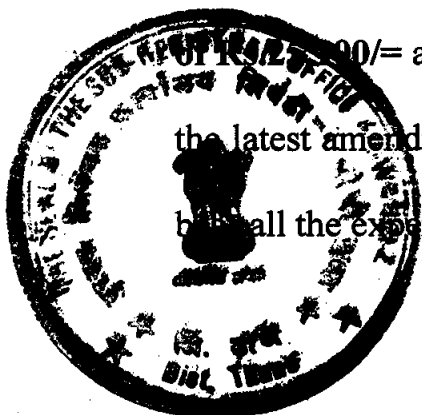
4/13/2009
4/13/2009

2.) That the vendor confirms that the said flat is free from encumbrances, liens and charges of whatsoever nature. The vendor also assures the purchaser that he has paid upto date contributions of the society and electric bills.. etc.

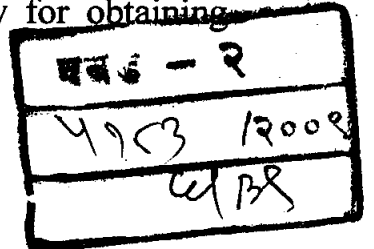
3.) That the said purchaser hereby agrees to pay to the society in respect of the said flat the periodical contributions to become due hereafter, as and when demanded from him and that he shall also abide by the by-laws, rules regulations and decisions of the said society.

4.) That the vendor hereby agrees to give all required help to the purchaser and sign and execute all such necessary documents and to do all such acts, deeds and matters, as shall be necessary and required to be done for effectual and valid transfer and valid transfer of the said flat, shares etc. to the name of purchaser in the relavant records of the society or elsewhere, which shall entirely be at the cost of purchaser.

5.) That this DEED is being made on the required stamp-paper 100/= as is applicable to the Co-operative Housing Societies, as per the latest amendment in the stamp Act, and the said purchaser has agreed to bear all the expenses of stamp duty, Registration fees..etc.



6.) That the vendor further covenant with the purchaser that he shall support any application made by the purchaser for mutations of name in the record of rights and shall give necessary statements in the office of Municipal Corporation, Bhiwandi and other authorities in accordance with this deed and he shall do all that which may be necessary for obtaining mutations in favour of the purchaser.



7.) That the purchaser shall maintain the said flat in good condition, purchased by her at own cost and shall abide by all bye-laws, rules, regulations of the Govt., Grampanchayat, M.S.E.B./TORRENT POWER LTD, and any other authorities and/or authority and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe all the terms and conditions contained in this deed.

THE SCHEDULE OF THE PROPERTY REFERRED TO ABOVE

All That self contained Residential Flat No.101, on First Floor, of M.H. No.520, admeasuring about 625 Sq.ft. built-up of the building known as " SONAM APARTMENT " Co-Op. Housing Society Ltd., situated at M.H.No.520, Kasar alley, Gokul Nagar, constructed on Plot No.18 & 19, & bearing it's Survey No.30(pt), Survey No.32, Hissa No.2(pt), Survey No.41, Hissa No.1(pt) & Survey No.85(pt) and out of City Survey No.3526 (pt) & City Survey No.3526(pt) lying and situate within the limits of Bhiwandi Nizampur City Municipal Corporation, Bhiwandi, Dist-Thane, and the said building was constructed in the year 1997, in the registration



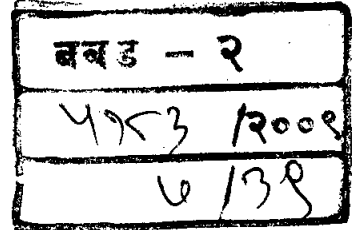
Sub-District of Bhiwandi & Registration, Division and District of Thane and the said flat is bounded as follows :-

ON OR TOWARDS EAST :- Open Space.

ON OR TOWARDS WEST :- Flat No. 102.

ON OR TOWARDS NORTH :- Open Space.

ON OR TOWARDS SOUTH :- Flat No. 104.

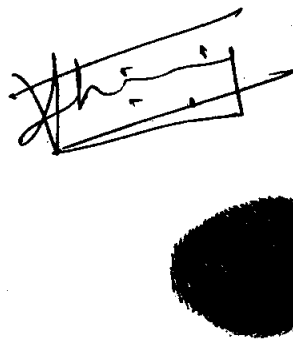


IN WITNESS WHEREOF the parties hereto have set their respective hands hereunto at Bhiwandi the day and year first above written.

SIGNED, SEALED & DELIVERED BY]
THE WITHIN-NAMED "THE VENDOR"]
SHRI HIMANSHU DILIP SOMANI.]
in the presence of.....]
Miliad Ramesh Pathak]
.....]

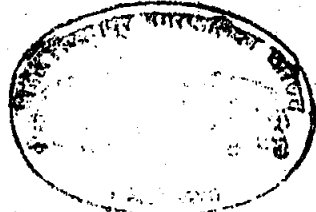


SIGNED, SEALED & DELIVERED BY]
THE WITHIN-NAMED "THE PURCHASER"]
SHRI VISHAL LAXMAN TIWARI.]
in the presence of.....]
Prakshap Kambhane]
.....]



भिवंडी निजामपूर नगर परिषद

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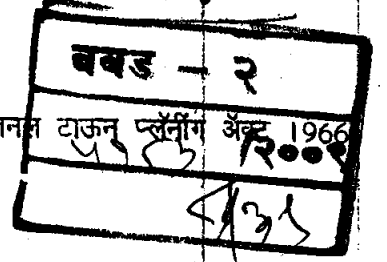
वि.प्र.क्र./८२/२६-२७

परवानगी नंबर-टी.पी/८७२

दिनांक- ३०/१/६६

COMMENCEMENT CERTIFICATE

महाराष्ट्र नगरपालिका अधिनियम १९६५ चे कलम १८९(४) व रिजलन टाऊन प्लॅनिंग अॅक्ट १९६६ (महाराष्ट्र अॅक्ट नं. ३७) कलम ४५(१) नुसार



श्री/श्रीमती कांतीलाल बांदरमल जैन व इतर

द्वारा:- नाखुदा व अंतोसिस्टर्स, लाला शापिंग सेंटर, तोनबल्ली, भिवंडी.

संदर्भ:- या कार्यालयाकडील जा.क्र. टीपी/ २७६ दि.१६/८/१९६६ पत्र.

आषण आमचेकडे दि.२/८/१९९६ रोजी विकास/बांधकामाचे परवानगी साठी अर्ज केला. त्याचा विचा करता तुम्हास खाली लिहील्याप्रमाणे सोबतच्या मंजूर प्लॅनप्रमाणे विकास/बांधकाम करण्याची परवानगी देण्यांत येत आहे सदर परवानगी (कमेंसमेंट सर्टिफिकेट) । वर्षाचे मुदतीसाठी पात्र राहिल व त्यास खालील प्रमाणे शर्ति बंधनकारक राहातील.

स. क्र. ३० पै. ३२/२५, ४२/१५, ८५/१ पै.

- जागा- मोजे - भिवंडी न. मं. क्र. ३५२७, ३५२६ पैकी मुंबड क्र. १८ व १९ मध्ये.
- बांधकामाचे स्वरूप :- सोबतचे मंजूर नकाशांत दशांशवित्याप्रमाणे फक्त एका इमारतीचे बांधकाम स्टील्ट अधिक बंधने : पहिला, अंशात: दुसरा, अंशात: तिसरा, अंशात: चौथा व अंशात: पांचव्या मजल्याचे करावे व त्याचा वापर रहोवातासाठी करावा.

२अ मोजमापे - [मंजूर नकाशा प्रमाणे]

- होणारे सर्व बांधकाम आपले मालकीचे जागेतच करावे
- पागोळ्याचे पाणी आपले मालकीचे जागेतच पाडावे.
- कोणत्याही प्रकारे वाढीव बांधकाम किंवा फेरफार करू नये, तसेच जागेवर अनाधिकृत बांधकाम असल्यास वा शर्तिनुसार विद्यमान बांधकाम पाडावयाचे असल्यास ते पुर्णपणे पाडून नंतरच नियोजित बांधकामास सुरुवात करावी.
- सिटी सर्व्हे/मालकी अगर वहिवाट वगैरे हक्काबाबत हरकती निर्माण झाल्यास त्याबाबत सर्व जबाबदारी तुमचेवर राहिल
- बिनशेती प्लॉट: मंजूर झाल्याखेरीज बांधकाम करू नये. त्या बाबतची सर्व जबाबदारी तुमचेवर राहिल
- कोणत्याही सबबीवर बांधकाम नगरपालिका परिषदेच्या जागेत होता कामा नये.
- अॅक्वाप्रिव्हि अगर सेप्टिक टँक संडास शासनाने मंजूर केलेल्या स्पेशिफिकेशन प्रमाणे बांधावे.
- संडास विहीरीपासुन ९.१४४ मिटरपेक्षा कमी अंतरावर असु नये.
- कॅम्प्लिशन सर्टिफिकेट घेतल्याशिवाय बांधकामाचा वापर सुरु करू नये.
- घराचे सांडपाणी पक्के गटार बांधुन म्यु.पल गटारात सोडुन सॅनेटरी च्या बाबतीत योग्य त्या सर्व तरतुदी कराव्यात.
- बांधकामाबाबत सर्व जबाबदारी मालक व इंजिनियर यांचेवर राहिल. तसेच उपरोक्त जागेतील विकास/बांधकाम भिवंडी निजामपुर नगरपरिषद क्षेत्राकरिता लागू व अंमलांत असलेल्या विकास नियंत्रण नियमावली व प्रमाणीत बांधकाम नियमावली प्रमाणे व विकास योजनांच्या प्रस्तावानुसार आणि मंजूर नकाशाप्रमाणे होण्याबाबतची सर्व जबाबदारी मालक व संबधित इंजिनियर यांची राहिल.
- महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे कलम ५१ नुसार परवानगी रदद (रिव्होक) केल्यास त्याची सर्व जबाबदारी तुमचेवर राहिल.
- नियंत्रण नियम क्र. ७.२ प्रमाणे बांधकामास सुरुवात करणेपूर्वी अॅपेडीक्स 'एफ' मध्ये अर्ज करावा व नियम ७.४ व अॅपेडीक्स 'एच' नुसार पाया तपासणी प्रमाणपत्रक घेतलेशिवाय पायावरील बांधकामास सुरुवात करू नये.



(कृ. गागे पहा. . .)

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17. नियोजित जागेचा व बांधकामाचा वापर फक्त रहिवास/औद्योगिक/वाणिज्य/ट्रान्स्पोर्ट प्रोजेक्ट यासाठी करणेत यावा, व बांधकाम मंजूर नकाशाप्रमाणे असावे. तसेच नियोजित मंजूर विकास/बांधकाम यासाठी लागणारे साहित्य आपल्या जागेसच ठेवण्यांत यावे.
 18. स्थळदर्शक नकाशावर दाखविल्याप्रमाणे नियोजित बांधकामापासुनची पुढील, मागील व बाजूची अंतरे प्रत्यक्ष जागेवर किमान असली पाहीजेत.
 19. नियोजित बांधकामास आवश्यक असणा-या पाण्याची व्यवस्था नसल्यास ती व्यवस्था वापरापुर्वी अर्जदार यांनी करावयाची आहे. तसेच सांडपाणी व मैला निर्मुलन यांची पर्यायी व्यवस्था नसल्यास ती व्यवस्था वापरापुर्वी अर्जदार यांनी करावयाची आहे.
 20. नियोजित बांधकामांत मंजुरीपेक्षा वेगळे बदल करावयाचे असल्यास किंवा वापर बदल करणेचा असल्यास त्यांस पुर्व परवानगी घेणे आवश्यक आहे.
 21. सदर जागेमध्ये कमीतकमी दहा झाडे लावावीत. त्याचा विचार भोगवटाप्रमाणपत्र देते वेळी केला जाईल.
 22. जागा,मालकी,वहीवट,हददी,वाटणी,वारस इ. बाबत कोणताही वाद निर्माण झाल्यास त्याची सर्व जबाबदारी आपणांवर राहिल व अशा परिस्थितीत नगरपरिषदेने घेतलेला निर्णय आपणांवर बंधनकारक राहिल व त्याबाबत अंतिम निर्णय होईपर्यंत बांधकाम स्थगित ठेवावे लागेल.
 23. भुकंपाचा संभाव्य धोका व त्यापासुन इमारतीस पोहोचणारी हानी या गोष्टि विचारांत घेवुन या इमारतीच्या सांगाड्याची सौरचना, डिझाईन, तज्ञ स्ट्रक्चरल इंजिनियर यांचेकडुन करावी व त्यानुसार जागेवर प्रत्यक्ष बांधकाम करणे आपणांवर बंधनकारक आहे.
 24. चुकीच्या माहिती/नकाशा /कागदपत्रे यांचे आधारे सदरील बांधकाम परवानगी दिली गेलेली असल्यास ती या आदेशान्वये रद्द करण्यांत आल्याचे समजण्यांत यावे.
 25. विषयांकित जागा मंजूर अभिन्यासापेकी असल्यास, बिनशेती झालेली असल्यास आदेशातील शर्तीची पूर्तता हाऊन मंजूर अभिन्यासानुसार प्रत्यक्ष जागेवर रस्ते,खुली जागा, इ. आधी विकसित करुन व नगरपरिषदेकडे हस्तांतरित व योग्ये आवश्यक आहे.
 26. नगरपरिषदेकडील अग्निशमन दलाकडील ना-हरकत प्रमाणपत्र घेण्याची जबाबदारी अर्जदार यांची राहिल.
 27. बरील प्रमाणे अेक वर्षाच्या कालावधीत पुर्तता न झाल्यास सदरील परवानगी रद्द झाल्याचे समजणेत यावे.
 28. नगरपरिषदेच्या पाणीपुरवठा क्षमतेचा विचार करता, प्रस्तावित विकास/बांधकामासाठी लागणा-या पाण्याची व्यवस्था आपण करावयाची असुन त्यासाठी कुपनलिका (बोअरवेळ) बांधणेत यावी.
 29. बिनशेती आदेशातील शर्तीची पूर्तता झाल्यानंतरच नियोजित बांधकामास सुरुवात करावी.

वड - २
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हाऊन मंजूर
२१/३

30. स्ट्रीटची उंची प-लाअरलेव्हलपासुन बिमच्या त-आपर्यंत २.० मिटर पेक्षा जास्त नसावी. स्ट्रीटची वापर फक्त वहानत-यासाठी करावा व समोसताली भिती बांध नयेत.
31. खुली जागा व रस्ते शेतसर बिनशेती आदेशानुसार नगरप रषदेला हस्तांतरित कसून यावी त्याशिवाय नियोजित बांधकामास सुरुवात करू नये.

मुख्याधिकारी तथा नियोजन प्राधोकरण,

१] मा. जि. मा. अधिकारी सा. ठाणे यांचेकडे माहितीसाठी सादर.

३] वि. मा. कर वामन कानिटकर, रा. भिवंडी यांना माहितीसाठी व पुढील कार्यवाहीस्तव आपले विषयांकित अभिन्यासातील रस्ते व खुली जागा व अंम अभिलेख विभागाकडून मोजणाे कसून घ्यावोव नगरपरिषदेस विना विलंब हस्तांतरित कसून यावो. त्याशिवाय आपले अभिन्यासातील भुखंड वारकांना वारकाम करता येणार नाही.



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दस्त नं ३०५२
२००६
पाने २४५०

Office of the Collector, Thane
 No. REV.D.I.HAP.VII.SP. 239
 5/12/1984.

- READ :-
1. Application dt. 14/6/1984 and dt. 7/11/1984 from Shri. Shankar Waman Kanitkar of Bhiwandi Taluka-Bhiwandi.
 2. Correspondance ending with the letter No. TP/529 dt. 27/6/1984 from Chief Officer, B.N.M.C.
 3. Letter No. Land/Ws- dt. 12/10/1984 from Tahasildar-Bhiwandi.

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१०/३५

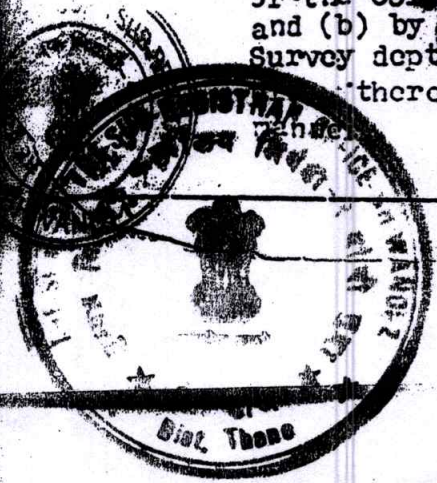
ORDER

The land comprised in S.No. 30 pt. 41/1 pt. 85 pt. and 32/2 pt. of Bhiwandi Taluka Bhiwandi Dist.Thane belongs to Shri. Shankar Waman Kanitkar of Bhiwandi Taluka-Bhiwandi Dist.Thane. He has applied that non agricultural permission may be granted to him to use an area admeasuring 23368.05 sq. mtrs. out of the said land for the non agril. purpose of residential use.

47 of the
 ed by the
 B.N.M.C.
 No. TP/397,
 5/1984.

In exercise of the powers vested in him under section 44 of the Mah.Land Revenue Code, 1966 and under Section 18 of the Mah.Regional Town Planning Act 1966, the Collector of Thane is pleased to grant to Shri.Shanka Waman Kanitkar of Bhiwandi Taluka Bhiwandi non agril. permission to use an area admeasuring 23368.05 sq. mtrs. out of the survey No. 30 pt., 41/1pt, 85/ pt. and 32/2pt of village Bhiwandi for the non agril. purpose of residential use subject to the following conditions.

1. The grant of permission shall be subject to the provisions of the code and Rules made thereunder.
2. that the grantee shall use the land together with the building and/or structure, thereon, only for the purpose for which the land is permitted to be used and shall not use it or any part of the land or building for any other purpose or any part of the land or building for any purpose without obtaining the previous written permission to that effect from the Collector. For this purpose the use of building shall decide the use of the land.
3. that the grantee shall not sub divide the plot or sub plots if any approved in this order; without getting the sub division previously approved from the authority granting this permission.
4. that the grantee shall develop the land strictly in accordance with the sanctioned layout plan within a period of one year from the date of this order (a) constructing roads drains etc. to the satisfaction of the Collector and the Concerned Municipal authorities and (b) by measuring and demarcating the plots by the Survey dept. and until the land is so developed, no therein shall be disposed off by him in any



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दस्त क्र ३८५२
००८
पा २५/५०

No. 1 to 47 of the layout approved by the
 Officer, L. S. D. by his letter No. 12/577
 18/1/91.

that if the plot is sold or otherwise disposed
 by the grantee it shall be the duty of the grantee
 sell or otherwise dispose of that plot subject
 the condition mentioned in this order and saved and
 make a specific mention about this in the deeds
 be executed by him.

that the grantee shall be bound to obtain
 the requisite building permission from the Village
 Panchayat Council Bhivandi before starting construction
 of the proposed building or other structures if
 any.

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११/१२९

that the grantee shall get the building plans
 approved by the Competent authority, where the building
 control vests in that authority and in other cases, he
 shall prepare the building plans strictly according to
 the provisions contained in the schedule III appended
 to the Mah. Land Revenue (Conversion of use of land and Non
 Agr. assessment) Rules 1969; and get them approved by
 the Collector of Thane and construct the building
 according to the sanctioned plans.

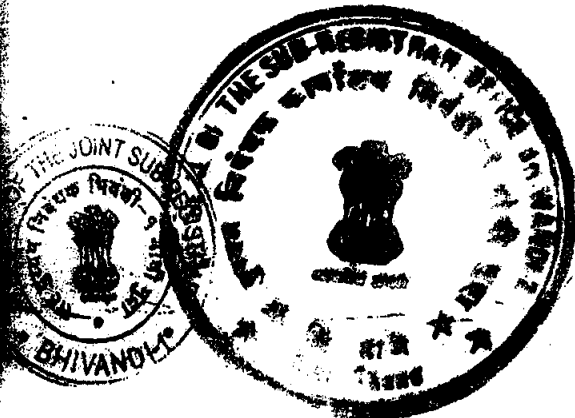
that the grantee shall maintain the open marginal
 distance as shown in the enclosed plan.

that the grantee shall commence the N.A. use of the
 land within the period of one year from the date of this
 order, unless the period is extended from time to time,
 failing which the permission shall be deemed to have been
 cancelled.

that the grantee shall communicate the date of
 commencement of the N.A. use of the land and/or change
 in the use of the Tahasildar of Bhivandi through the
 Talathi within one month failing which he shall be
 liable to be dealt with under Rule 6, of the M.L.R.
 (Conversion of use of land and N.A.A.) Rules, 1969.

that the grantee shall pay the N.A. Assessment
 in respect of the land at the rate of Rs. 0.31.6 per
 sq. mtr. from the date of commencement of the land for
 the purpose of which the permission is granted. In the
 event of any change in the use of the land the N.A.
 assessment shall be liable to be levied at the
 different rate irrespective of the fact that the
 guarantee period of N.A. Assessment already levied is yet
 to expire.

that the N.A. Assessment shall be guaranteed for
 the period ending 31/7/1991, after which it shall be
 liable to revision at the revised rate, if any.



5)

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दस्त क्र. ३०३२
२००६
पाने २६५०

: 3 :

14. that the grantee shall pay the measurement fee within one month from the date of commencement of N.A. use of the land.

15. that the area and the Non agril. assessment mentioned in this order and the Sanad shall be liable to be altered in accordance with the actual area found on measuring the land by the Survey Department.

16. that the grantee shall construct substantial building and/or other structure, if any, in the land within a period of three years from the date of commencement of the N.A. use of the land. This period may be extended by the Collector, Thane in his discretion on payment by the grantee such fine premium as may be imposed as per Govt. orders.

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17. that the grantee shall not make any additions alterations to the building already constructed as per sanctioned plans without the previous permission and without getting the plans thereof approved by the Collector.

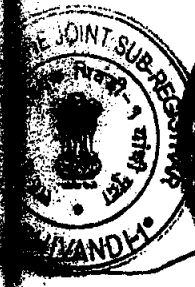
18. that the grantee shall be bound to execute a Sanad in form as provided in Schedule IV or V appended to the M.L.R. (Conversion of use of land and N.A.A.) Rules 1969, embodying therein all the conditions of this order, within a period of one month from the date of commencement of the N.A. use of the land.

19. that the grantee shall make at his own cost the arrangement for water supply and drainage disposal without creating any insanitary conditions in the surrounding area.

20(a) If the grantee contravenes any of the conditions mentioned in this order and those in the Sanad, the Collector of Thane may without prejudice to any of the penalty to which he may be liable under the provisions of the code continue the said land/plot in the occupation of the applicant on payment of such fine and assessment as he may direct.

(b) Notwithstanding any thing contained in the clause (a) above, it shall be lawful for the Collector of Thane to direct the removal or alteration of an/bldg. or structures erected or use contrary to the provisions of this grant with in such time, as is specified in that behalf by the Collector, Thane and such removal or alteration not being carried out within the specific time, he may cause the same to be carried out and recover the cost of carrying out the same from the grantee as an arrears of land revenue.

21. The grant of this permission is subject to the provisions of any other laws for the time being in force and that may be applicable to the relevant other facts of the case. e.g. the Bombay Tenancy and Agril. Lands Act, the Mah. Village Panchayat Act, the



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: 4 :

2) that the grantee shall pay the conversion tax amounting to Rs. 22152-91 Rupees. Twenty two thousand one hundred fifty two and paise ninety one only which is equal to three times of H.A.A within the 30 days from the date of issue of this order, failing which the H.A. permission shall be liable to be cancelled. Amount of this tax should be paid to the Tahasildar concerned.

cc signed by
Collector, Thane



W. S. Shrawan
Collector of Thane.

To

Shri. Shankar Waman Kanitkar
At & Post Bhiwandi - Dist. Thane.

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१३/१२

Copy fwd. to the Tahsildar of Bhiwandi for information and necessary action.

2/- He is requested to watch the report from the grantee about the commencement of the non agric. use of the land in blue. On receipt of that report he should take steps to keep necessary notes in the Taluka form IV na Village form IV. H.A. note book to effect the recovery if the H.A. Assessment from the date of commencement of the H.A. use from the grantee and to get the sanad executed. If the occupant pay the measurement fees to eh he should inform to the Dist. Inspector of Land Records Thane accordinglye alongwith the sanctioned plans and extracts from Record of Rights in respect of the land in question.

3. The Tahsildar is requested to recover the conversion tax from the grantee immediately. If the grantee fails to pay within 30 days from the date of the order, the Tahsildar should take necessary action.

Copy fwd. to the D.I.L. Thane for information.

Copy to J.T.S.O. Thane

for Collector of Thane.

eng/-



