1/11/1

on Plot No. 26, 27, 28, S.No. 242, 243, 24 village Gokhivare, Taluka Vasai, 24 order under Section 47 of Passed In appeal order under Section 47 of Maharashtra Regional and Town Planning Act, 1966.

Air - Pollution A3 15695 dated 09/09/93. Fevention of Water Pollution No ROB/Ulhas/E-

22 of 1990/492/A-675 dated 16/07/93.

By virtue of appeal order passed vide Letter dated 28/10/91 under Section 47 of the Maharashtra Recional and Fount Claiming Act, 1966, the permissions was granged and reservingly as the Industrial building has been seemosted lease find enclosed herewith a occupancy certuficate alongh a bind building plan duly signeds

Cours Paithfully and Cours Pai

वर्गाह विमाग विभाग वस्त्र- १४ किमाप अधिक्यम् २४०५ मार्टिनया अधिका समित्र है. रि.को. . . . गाना मामिता संस्ति करें Bill F. Q. 6. 10.2. 1.19 ...

THE PARTY WE HAVE LEGISLE VINCE

हितालिक विकास महामंडळ (महाराष्ट्र) मयादित.

CONVERIBLE 620/11 3879

31/10/94.

OCCUPANCY CERTIFICATE

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Unit in this Industrial Building shall obtain a No tion cartificate of om the Dimeologate of Indusbythe before commencement of manufacturing activities

accept based/Chemical/Hazardous/Opinoxidus - Units shall

New Jection and Expending letter from Authoraties/Bodies.

The obtained from time to Time as per the providing toable laws and to observe their conditions.

नगर वेता धिभाग नगर वेता धिभाग महितानी अधिकार अधिनिया २००५ चन्द्र हिन्नली माहिती के निर्माण paner certificate conditions it hall be lawful for the paner certificate conditions it hall be lawful for the planning Authority to direct the removal or alteration of any Bundeline or structures erected or use contrary to the provision of this grant within the specified to the provision of this grant within the specified time. Planning Authority may cause the same from the grantee/his successors and every problem iving title the ough or under them.

one set of as built building plan duly signed is re-

ASSOCIATE PLANNER/ADDL TPO

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वनई - विरार शहर महानगरपालिका नगरचना विधाग भाहितीचा अधिकार अधिनियम,२००५ अन्वये विलेली माहिती क. जि. के. V. Sawant 14/8/0/8

नमुना भ. को. नि. इ [नियम ११२ पहा] या ठिकाणच्या कोषागारात/उपकोषागारात भरण्यात आलेल्या रोख रक्षमेंचे चलन भारतीय स्टेट बॅक्रेमध्ये/भारतीय रिझर्ब बॅक्रेमध्ये चलन फमांक

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मेथे कोषागारात / बॅकेत रक्कम भरणा करण्यावावत आहे

STAMP DUTY OF RS 22280-IN WORDS. Twenty Seven thouse two hundred eighty) ONLY PAID IN CASH VIDE RECEIPT/CHALLAN NO LO DATED 9.7.94

SUB-REGISTRAR, VASAL-1



AGREEMENT FOR SALE

Region of the State of the AND

SHRI/SHT./M/s. Golden Industries India

A133 Laghu Udyag Kendra
Bldg. No.3, I.B. Patel Road
Goregoon East, Bombay:
hereinafter referred to as 'UNIT PURCHASER' (which
expression unless repugnant to the context or meaning
thereof shall include his/her heirs, assigns, executors
and administrators) of the SECOND PART :-

Cont'd ...

WHEREAS the Builder herein is seized and possessed of or well and sufficiently entitled to piece or parcel of land being Building No.1 situate at layout Plot No. 26, 27 and 28 at 'Village Gokhivare, within the limits of Vasai Sub-Registration District, within the limits of Panchayat Samiti Vasai and Zilla Parishad Thane, land bearing Survey No. 242/1B, 242/1C, 242/3A, 243/1B, 244/3C, 244/3B, 244/7A, 245/3B, 245/1, 246/1A, 245/8B, 245/5, 242/6, 244/2, 244/6, 245/2, 245/7 Area 10251 Square Feets (more particularly described in the Schedule 'A' written hereunder and hereinafter referred to as SAID LAND for brevity's sake) AND WHEREAS the said property is owned by Shri E. S. Andrandes & Others (hereinafter referred to as OWNER for brevity's sake). AND WHEREAS by an Agreement for sell dated 08/03/89 and 23/11/93 executed by and between the said Owner and Shri Sadanand Rank Raut, the said Owner agreed to sell the said land to Shri Sadanand R. Raut on the terms and conditions referred therein and in pursuance of the said Agreement the said owners executed an irrevocable power of attorney in favour of Shri Sadanand R. Raut handed over to him the peaceful and vacant possession of the said property AND WHEREAS the said Sadanand R. Raut in turn agreed to sell the said land to Builder herein and granted development rights to Builder herein vide the Development Agreement dated 3rd February, 1994 and handed over peaceful and vacant possession of the said Property to Builder herein. AND WHEREAS the said agreement for sell and grant of development rights is confirmed by Owner Shriet. S. Andrandes & Others AND WHEREAS the Builder herein is in

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peacaful and vacant possession of the said land with a right and authority to commence development as per sanctioned plans and Builder herein is entitled to develop the said property in accordance with terms and conditions of N. A. permission and in pursuance of aforesaid Agreement the said Sadanand R. Raut has executed an irrevocable power of attorney in favour of the Builder herein. AND WHEREAS the Collector Thane, vide order No. MAHSUL/KAKSHA/1/T-9/ NAP/SR(55-89) 29/93 dated: 16/10/93 has sanctioned N. A. (Industrial) permission and the CIDCO the special planning authority for Vasai Virar Sub region vide their letter No.VVSR/BP/620/1088 dated 06/01/1992 has building permission for the said property AND WHEREAS the said permission is legal, valid and subsisting AND WHEREAS the Builder is entitled to develop the said property as per terms and conditions of N. A. permission and building permission AND WHEREAS the Builder has proposed to construct on the said land a Industrial Building consisting Industrial Galas, known as 'RAJYOG' (hereinafter referred to as SAID PROPERTY WHEREAS the AND sake) brevity's the Promoter/Builder has appointed M/s R. J. ASHAR as architect registered as Architect/Structural Designer Council of Architects for the purpose of preparation of plans, supervision of construction of building and look after structural design and drawings of the building AND WHEREAS the Builder has sole and exclusive rights to develop the said land and to sell the Industrial Units/Galas in the said Building to be constructed by

the Builder on the said land and to enter into agreement for sale with prospective purchasers of Industrial Units and to receive sale price in respect thereof AND WHEREAS on demand the Unit Purchaser the Builder has given inspection to the unit purchaser of all documents of title relating to the said land, the A. permission, building permission, plans, specifications and agreement AND WHEREAS the purchasers त्रकार प्रदेश विकास स्थापन क्षेत्र का अंदिर का कार्य has seen and verified the documents and is satisfied about the same AND WHEREAS copies of certificate of title issued by SHRI R. D. KEWAT, Advocate, copies of Y I Store the complete transfer to the first transfer to the second transfer to the second property card, 7/12 extract and copies of plans specifications of Unit purchaser have been annexed hereto and marked as Schedule C, D and E respectively WHEREAS necessary plans, specifications, AND elevations, sanctions and details of the said building are approved by the Local Authority on certain terms and conditions AND WHEREAS the Builder has commenced the construction of building as per sancationed plans AND WHEREAS the Unit purchaser wants to purchase Industrial Unit on ownership basis and the purchaser applied to the Builder for allotment to the purchaser, Industrial Unit No. 10 on Ground floor in industrial building known as RAJYOG on said property AND WHEREAS Builder has agreed to sell and purchaser has agreed to purchase Industrial Unit No. 10 on Ground floor of the said building (more particularly Entranceur and the appreciate that his operate the cools are god described in the Schedule 'D' written hereunder and hereinafter referred to as SAID UNIT for brevity's Lord of the second of the second second second second second of the second seco sake) AND WHEREAS prior to the execution of this agreement, the Unit purchaser has paid to the Builder a

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being part payment of sale price of the unit agreed to be sold to the unit purchaser and unit purchaser has agreed to pay balance amount in the manner set out hereinafter.

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

- 1. That the Builder shall construct or put up building consisting of Industrial Unit in the land described in Schedule 'A' in accordance with the plans, designs, specifications approved by the concerned local authority and which has been seen and approved by the purchaser. That the Builder entitled to make additions and/or alteration in the building which are necessary. That it is agreed that Builder shall take written consent of Unit purchaser for such additions on alternations if such additions or alterations are affecting the Industrial Unit.
- 2. The Unit purchaser hereby agrees to purchase from the Builder and Builder hereby agrees to sell Industrial Unit No. 10 on Ground floor admeasuring 79.17 square meters built-up area as shown in floor plan annexed hereto, in the industrial building known as RAJYOG situated at Village Gokhivare, Taluka Vasai, District Thane, land bearing Survey No. 242 to 246, Building No. 1 out of layout Plot No. 26/27/28 area 10251 square feet (more particular described in the schedule

for

'B' written hereunder and hereinafter referred to as SAID UNIT for brevity's sake) at or for a price of Rs. 2,98,200/L (Rupees Two Lakh ninety eight thousand two hundred only) inclusive of Rs. (Rupées) being proportionate price of the common area and facilities appurtenant to the premises. The purchaser hereby agrees to pay the purchase price Earnesh Money and/or intial payment before execution of this agreement. 15% Rs. 21,000/2 riiv "Ongtoktbeforescompletion" to Study bar state 20% Rs - <u>83,370 /</u>シ of plinth .) . . . iii. On or before completion C. of R. C. C. work. 15% Rs. HH.730/2 iv. On or before completion of Walls and Windows. walls and Windows. 10% On or before completion 20% Rs. 59,640/2 (Vi. a On or before completion to see laws ones in of plaster. 10% Rs. 29,826/2 vii. On or before completion of Flooring. 5% Rs. 14,910/2 1001 वर्षात्रास् वर्षात्राक्षण स्वेद्धां । अर्थावराण्यं वर्षात् सार् viii.On or before offering possession. Modern Tebling (0-5% SRS. 1914/910/2 TOTAL: 100% RS: 2,98,200/2 ters profited that more ways is the constantions IT IS HEREBY EXPRESSLY AGREED that the time for the payment of each of the aforesaid installment of the considerations amount shall be the essence of the relation in a little to the control of the control contract. All the above respective payments shall be made within seven days of the Builder sending a notice to the Unit purchaser calling upon him/her to make

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3. That Unit purchaser shall make payment of balance amount (including his/her proportionate share of taxes levied by concerned local authority and other outgoing) to Builder as set out in this agreement AND on Unit purchaser committing any default in payment on due date and committing breach of any of the term or condition of this agreement, the Builder shall give notice of termination of the agreement and of breach of terms and conditions of agreement committed by Unit purchaser before termination this agreement. That failure of Unit purchaser in remedying the breach, within reasonable time, the Builder shall exercise the option of such termination AND on such termination the Builder shall return the earnest money to the Unit purchaser without any interest. That on such refund and termination Builder is entitled to deal and dispose off and sell the unit to any person of his desecration.

- i. To observe, perform and comply with all terms, conditions, stipulations and restrictions which are imposed by the concern authority at the time of sanctioning plans.
- ii. To obtain occupation and/or completion certificate in respect of the building from the concerned planning authority before handing over possession of the said Units.
- iii. That for the said land described in Schedule 'A' on which Builder is constructing building 10251 square feet floor space index is available in respect of the said land.
- iv. That Builder has not utilised F. S. I. available for the said land elsewhere.
- v. That Builder shall give detail particulars of floor space index to Unit purchaser in case it is utilised elsewhere.
- vi. That Builder shall provide fixtures, fittings and the control of the said building and the said Unit as set out in the Schedule 'E'.
- vii. The Builder shall obtain final N. O. C. from the and quiverson of Industries.
- Industrial Unit to Unit purchaser on or before

 August 94. That the promoter is entitled to reasonable extension of time giving possession of the unit aforesaid date if the completion of building is delayed on account of non-availability of steel, cement, other building materials, water

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or electricity supply or on account of war, civil communition or act of God or on account of any notice, order, rule, notification of Government and/or any Competent Authority.

- That if the Builder, for the reasons beyond his control, fails to give possession to purchaser by aforesaid date or further date or dates agreed by and between the parties, then Builder shall on demand of Unit purchaser refund all amounts received from Unit purchaser with simple interest at 9% to Unit purchaser. That till the entire refund of amount aforesaid there shall be charge for the said amount over the said land.
- 7. That the Unit purchaser shall take possession of the Industrial Unit within 15 days from the Builder giving written intimation to the unit purchaser that the said Industrial Unit is ready for use and occupation.
- 8. That on receipt of such notice by Builder, the Unit purchaser shall be liable to bear and pay proportionate share (i.e. proportion to floor area of the said Industrial Unit) of all outgoing in respect of the said land and building namely local taxes, betterment charges or such other levies by concern local authority or Government, water charges, insurance, common lights, repairs, salaries of chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property.

9. That Unit purchaser along with other purchasers of in engine for the last of Industrial Units in the industrial building shall ા...કા "વાસ જેમીકા graph for the first join in forming and registering the society or a r samuel in the part of the metal than the limited company to be known as RAJYOG INDUSTRIAL PREMISES CO-OPERATIVE SOCIETY LIMITED (PROPOSED). That for the reason and purpose aforesaid, the Purchaser shall sign and execute from time to time the applications for registration and/or membership and other necessary documents necessary for formation and registration of Society or Limited Company (including bye Taws). That purchaser shall execute, sign and deliver or handover those documents referred above to Builder within 15 days of same being forwarded by Builder, so as to enable Builder to register the society or limited company. That Builder shall take no limited company. objection of Unit purchaser in case some change or C. J. Line Burney Committee Commodifications are made in draft bye laws or PRESENTED IN LES Memorandum and/or Articles of Association.

That Unit purchaser shall also pay to the Builder provisional monthly contribution of Rs. 500/(Rupees Five Hundred Only) per month towards outgoing till Unit purchaser's share is determined. That amount is paid by Unit purchaser to the Builder shall not carry any interest and

gar My remain with Builder until conveyance is executed in favour of society or limited company. That Builder shall pay the said deposit, after making necessary payment of outgoing to concern department, to society or limited company on execution of conveyance. That Unit purchaser shall pay the provisional monthly contribution on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

11. That on or before delivery of possession of the said Industrial Unit, the Unit purchase shall deposit a sum of Rs. 2000/- (Rupees Two Thousand Only) for legal charges, Rs. 510/- (Rupees Five Hundred Ten Only) for share money application entrance fee of society or limited company, Rs. 1990/- (Rupees One Thousand Nine Hundred Ninety Only) for formation and registration of society and Rs. 1500/- (Rupees One Thousand Five Hundred Only) for taxes and other charges AND Builder shall utilise sum of Rs. 2000/- (Rupees Two Thousand Only) paid for legal charges for meeting all legal costs, charges, including professional charges of advocates of Builder in connection with formation of society or limited company, preparing rules, regulations bye laws also towards cost of preparing and engrossing this agreement and also y gert a a court ect to the court of the read a factor of a section conveyance.

- 12. That Builder shall execute a conveyance to transfer their all right title and interest in the said land together with building in favour of society or limited company within reasonable time from the registration of society or limited company.
- 13. That at the time of registration of this agreement the Unit purchaser shall pay to Builder the purchase shares of stamp duty and registration charges payable if any by society or limited company on conveyance of any instrument of transfer in respect of land with building to be executed in favour of society or limited company.
- 14. The Unit Purchaser hereby agrees to pay within seven days betterment charges and/or development charges, if made applicable either before or after execution of this agreement, in respect of the said property either to the developer or to such authority to whom the same is payable.
- 15. That Unit purchaser shall use the said unit or any part thereof or permit the same to be used for only for the purpose of Industry or carrying any industry or business. Unit purchaser shall use the garage or parking place only for the purpose of for keeping or parking the Unit purchaser's Own vehicles and purchaser shall use the said industrial Unit for industrial purposes only and shall not change the user thereof in any manner which may entail any breach of the bye laws

regulations and directions of local or other authorities terms and conditions of N. A. permission or building permission.

- 16. That within a period of one year from date of handing over possession of Industrial Unit to the purchaser, any defect in Unit or building in which the said unit is situated or material used therein or unauthorised change in the construction of building is brought to notice of Builder by Unit purchaser, then whenever possible the Builder shall rectify the said defects or unauthorised changes at the costs of Builder AND in case it is not possible to rectify such defects or unauthorised changes then Unit purchaser shall be entitled to receive reasonable compensation from the Builder.
- 17. The Unit purchaser or himself/themselves, with intention to bring all persons into whosoever hands the unit may come, hereby covenant with promoter/Builder as follows:-
- i. To maintain the Industrial Unit at purchaser's costs any good tenantable repair and conditions from the date of possession of Unit is taken AND shall not do or suffered to be done anything in or to be said building in which the said Industrial Unit is situated, staircase or any passages which may be against the rules, regulations or bye laws or concerned local or any other authority or change/alter or make additions in or to the building and the Industrial Unit of part thereof.

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vant i lapet to Not to store in the Unit any goods which are hazardous, combustible or dangerous nature or are 14. OPEN * * * so heavy as to damage the construction or structure of the building in which the unit is situated or storing of which goods is objected to be concerned local or other authority and shall not carry or cause to be carried heavy package whose upper floors which may damage or likely to damage the staircase, common passages or any other structures of the building AND in case any damage is caused to the building or unit on account of negligence or default of Unit purchaser in this behalf the Unit purchaser shall be liable for consequences of the breach.

iii. To carry at his/her/their own costs all internal repairs to the said unit and maintain the same in same condition, state and order in which it was delivered by the Builder to the Unit purchaser and ေတာ့သမ မွန်ကား စိုက္မေလာင္း သိုင္ငံ ကူမႈေရးမွဳ တစ္ ကုန္းခြင္းမည့္ shall not do or suffering to be done anything or the sear that way come, noticely recommend to be building or unit which may be given the The second of the second of

rules and regulations and bye laws of concerned local authority or other public authority AND in constituence been affected aforther the been to be been

the event of Unit purchaser committing such act in contravention of the above provision the Unit is at gardigar according to all a surplication in purchaser shall be responsible and liable for

consequences thereof to the concerned local come appearant on a concentration of the contration of the

authority and/or other public authority. ma, by aparamental rules, regulations of bye laws

Not to demolish or cause to be demolished the unit er commerced manal is the organism of or any part thereof nor at any time make or cause of the last stage of the same of the last stage of the to be made any additions or alternations of · uniferitation of the

whatsoever nature in or to the unit or any part thereof nor any alterations in the elevations and outside colour scheme of building in which the Industrial Unit is situated and shall keep the portion, sewers, drains, pipes in the unit and appurtenances thereto in good tenantable repairs and conditions and in particular so as to support shelter and protect the other parts of the building and shall not chisel or in any other manner damage to columns, beams, walls, slabs or R. C. C. pardies or other structural members in unit without prior written permission of the Builder and Co-operative Society or Limited Company.

- V. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Unit is situated or any part thereof or whereby any increase premium shall become payable in respect of the Insurance.
- vi. Not to throw dirt, rubbish rags, garbage or other refuse or permit the same to be thrown from the said Industrial Unit in the compound or any portion of the said land and the building.
- Vii. To pay to Builder within seven days of demand by Builder his share of Security Deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building.

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viii. To bear and pay increase in local taxes, water charges, insurance and such levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority on account of user of Unit by the purchaser viz. User for any purpose other than for Industrial Purpose.

The Unit purchaser shall not let, sub-let, transfer, assign or part with Unit purchaser's interest or benefit of factor of this agreement or part with possession of Unit purchasers until all dues payable by the Unit purchaser to the Builder under this agreement are fully paid up and only if purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until Unit purchaser has intimated in writing to the Builder.

The Unit purchaser shall observe and perform all the rules and regulations which the society or limited company may adopt at its inception and the additions, alterations or amendments thereof that

may be made from time to time for protection and

maintenance of the said building and Industrial

Units therein and for the purpose of observance

and performance of building rules, regulations and

bye laws for the time being of the concerned local

authority and/or Government and other public

bodies. The Unit purchaser shall also observe and

perform all the stipulations and conditions laid

down by the society or limited company regarding occupation and use of the unit in the building and shall pay and contribute regularly and punctually

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towards the taxes, expenses or other outgoing in accordance with terms and conditions of this agreement.

- Vi. Till the execution of conveyance of land, building Unit purchaser shall permit the Builder and their surveyors and agents and survivors with or without workmen and other at all reasonable time to enter into and upon the said land and building or any part thereof to view and examine the state and conditions.
- 18. Nothing contained in this agreement is intended so to be nor shall be contrued as a grant, demise or assignment in law of the said Unit or of said plot and building or any part thereof, the Unit purchaser shall have no claim save and except in respect of the Industrial Unit agreed to be sold to him all open space lobbies, staircases, terraces, recreations spaces etc., will remain the property of the Builder until the said land and building is transferred to the society or limited company.
- 19. Any delay tolerated or indulgence shown by the Builder in enforcing the terms of this agreement or any for bearance or giving of time to the Unit purchaser by the Builder shall not construct as a waiver on the part of the Builder of any breach or non-compliance of any of the terms and conditions of this agreement by Unit purchaser not shall same in any manner prejudice the rights of Builder.

- 20. The Builder shall not be liable to share the maintenance charges, electricity charges and water charges in respect of the unsold units. The Builder will bear the local body assessment, if any payable and nothing else till the unsold units are sold.
- 21. The Unit purchaser shall present this Agreement as well as the conveyance at the office of Sub Registrar Vasai AND Builder will attend the said office and admit execution thereof.

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- 22. The Builder will be permitted to make additions, alterations or put up any additional structures as may be approved by the local authority or the Government of Maharashtra or any other competent authority so as to consume the entire available F. S. I. on the said property, whether sanctioned or inot which is available at the time of society or limited companyhis formed or registered . Such Spir additions, estructures profloors shall be the property of the Builder and the Builden will be entitled to dispose off the same in any manner as કુવન મામ જેવી તે, તે તે તે તે તે માત્ર કુમાવા કુમાવા કુમાવા છે. ૧૯૬ they may deem fit and without adversely affecting entire in a complete terms of this agreement the unit of the Unit purchaser. Janes and the many he produced in more and her one re-
- 232 It is hereby expressly agreed that the Builder shall be entitled to sell the Units in the said building and other structures on the said property for Industrial user of for any other use that may be permitted by the local authority and other

Cont'd...

authorities in that behalf and that the Unit purchaser or his/her permitted transferee and/or transferees shall not change the user of any of the units from the aforesaid purpose at any time in future. The Unit purchaser agrees to bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the Unit purchaser viz. user for any purpose other than for Industrial purposes.

24. All notices to be served on Unit purchaser as contemplated by this agreement shall be deemed to have been duly served if send to the Unit purchaser by Registered Post / Under Certificate of posting at his/her address specified below.

MIS Golden Industries India	
A133 Laghu Udyog Kendra	
Bldg. No.3, I.B. Patel Road.	
Govegaon East, Bombay.	

25.

It is also hereby expressly agreed that so long as it does not in any way effect or prejudice the right in favour of the Unit purchaser in respect of the Unit, the Builder shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off its right, title and interest in the . · is un and sold the si The Street and said building and/or in the said property or any part thereof or open land surrounding the said building and give them as open parking space or in Cont'd...

any other manner they deem fit including to assign and/or give on lease or sub-lease or otherwise any portion of or portion of the said property and the same shall be binding on the Unit purchaser.

It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace units in the building, if any, shall belong exclusively to the respective purchasers of the terrace unit and such terrace space are intended for the exclusive use of the respective terrace Unit purchaser. said terrace shall not be enclosed by the Unit purchaser till the permission in writing is obtained from the concern local authority and the Builder or the society or limited company as the $\Delta_{B}^{-} = + \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} + \frac{1}{2} \frac{1}{2} + \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} + \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} + \frac{1}{2} \frac{1}{2$ with a country of the second case may be. ଲେ ବିଳ୍ପ ଓ ପ୍ରିୟ ନହାରୁ ଅଟେ । ୧୯୮ । ୧୯୮ ।

27. Till the time of society of limited company is formed and registered, the Builder has reserved the right to give for the purpose of advertising open space in the said property including on the

terrace either by putting up support and/or by as part of sent besite wises and yellow acis at all 10.

using compound walls for the said purposes on such it does not in any surect of projectics the

terms and conditions as the Builder may deem and treament of teaching time the top succeed in English

desire. The said right shall continue to the or the thit. The sollows that to at theeth to

society or limited company and the same shall be nail, wellon, martquage is obtainment or a falth on

incorporated in the proposed conveyance/agreement/ dission of star flats, bille and interesting the

The Builder shall pay sum of Rs. 11/lease. ma no various sias only in the sale troop to be an

(Rupees Eleven Only) per year to the society or limited company to be formed after the said to military of the a water be well by the to the follow

Cont'd ...

property is conveyed/assigned lease to the society or limited company as such provided that if any municipal rates, taxes, cesses, assignments are imposed on the owner of the said property or the society in respect of any advertisement/hoardings put on the open space or terrace or any other portion of the said property, the same shall be borned and paid wholly by the Builder or his nominee. The Builder or its nominee shall be exclusively entitled to the income that may be derived by display of such advertisement at any time hereafter. The Unit purchaser herein shall not be entitled to the same for any reason of the said premised allow the or to object to the same for any reason whatsoever and shall allow the Builder, his agents, servants etc., to enter into the said property including the roof terrace and other open spaces in the said building for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings. The Builder shall entitled to transfer or assign such right to any person or persons whom they deem fit and the Unit purchaser or the proposed society or limited company shall not raise any objection thereto.

If any portion of the said property is acquired or 28. notified to be acquired by the Government, or any other public body or authority at or before the time the society or limited company is formed and registered, the Builder shall be entitled to

receive all the benefits in respect thereof and/or the compensatory FreStell or all other benefits which may be permitted in lieu thereof. Builder shall alsó be entitled to use any adjoining for neighboring propertyadditional structures and storeys will be the sole property of the Builder who will be entitled to dispose off the same in any way they choose and the Unit purchaser hereby irrevocably consents to the same. Under the circumstances aforesaid, Unit purchaser shall not be entitled to raise any objection or to any abatement in price of the Unit agreed to be acquired by him/her and/or any compensation or damage on the ground inconvenience or any other ground whatsoever. is agreed by and between the parties that if permitted floor space index or density is not sanctioned in the building being put up and/or at any time further construction on the said property is allowed prior to the society or the limited company been formed and registered, then the TO A BUILDER Shall have the right to put up additional construction and storeys and/or consume the La balance floor space index and/or additional floor space index of the said property in any other manner whatsoever. The Unit purchaser agrees and undertakes to permit and give the Builder facilities for making any additions, alterations and stored to the value of your person and alterations or to put up any additional structure or floors on the said property as mentioned in clause 22 the property is conveyed/assigned is formed and Cont'd...

THE.

registered. The Unit purchase further agrees and undertakes not to object to such construction on the ground of nuisance, annoyance and/or for any other reasons.

- 29. The Builder shall be entitled to enter into agreement with other unit purchaser on such terms and conditions as the Builder may deem fit or alter the terms and conditions of the agreement already entered into by the Builder with other Unit purchaser, if any, without affecting or prejudicing the rights of the Unit purchaser in the Unit under this agreement.
- The Unit purchaser shall not let, sub-let, sell, transfer, convey, assign, mortgage, charges or in any manner encumber or deal with or dispose or any off or part with his/her interest of the benefits of this agreement or any part thereof in the Unit until all his/her dues of whatsoever nature owing to the Builder are fully paid and only if the Unit purchaser has not been guilty of breach or of non-compliance of any of the terms and conditions of this agreement and till such time, the conveyance/assignment or any other document of transfer as hereinafter referred is executed, he/she will have to obtain the previous consent in writing of the Builder.

- The Unit purchaser and the person to whom the unit is let, sub-let, transferred, assigned or given 31. possession of (after prior written permission of the Builder) shall from time to time, sign all application papers and documents and do all acts, deeds and things and the Builder and/or society may require for safe guarding the interest of the Builder and/or the other Units/Shops/Parking of the Building and/or the other Units/Shops/Parking spaces holders in the said building.
- In the event of the Unit purchaser attempting, to 32. and/or disposing off the Unit or any part thereof to any person or party (without the written consent of the Builder) this agreement shall without further notice automatically and forthwith stand canceled and revoked and then in such event the amount paid till then by the Unit purchaser to the Builder under this agreement shall be refunded to the Unit purchaser without any interest.
- ment of mile of a the later the pay at the mean detail of the The Unit purchaser shall on receipt of possession as provided in clause referred above shall not store in the Unit any goods which are hazardous, combustible or dangerous nature or are Triestunion of so heavy as to damage the construction of structure of the said building or storing of which goods is objected by the concerned local authority and shall not carry or cause to be carried heavy packages which may damage or likely to damage the staircase, common passages or any other structure of the said building and in case any damage is j. j.i.,

negligence of ... building or unit on account of negligence of default of the Unit purchaser in this behalf, the Unit purchaser shall be liable. for the compensation and for the consequences of

- The parties hereto specifically declare and 34.
- The Unit purchaser has inspected the said property a. and has ascertained for himself/herself that the unit is not yet ready for use and occupation.
- Building completion certificate in respect of the b. said building has not yet been issued by the Gram Panchayat and N. O. C. as require from the Director of Industries by law and consequently under the provisions of Section 3(2)(i) of the Maharashtra Ownership Flats Act, 1963 the Builder is not entitled to allow the Unit purchaser to enter into possession of the Unit till such certificate is given by the concern authority.
- It is specifically declared that the possession of C. ٠_{١,٠}٠ the Unit is not given or transferred to the Unit purchaser before execution or at the time of execution of after the execution of this agreement without executing the conveyance/agreement/lease in respect thereof.
- Conveyance/Assignment/Lease if any to be executed d. in pursurance hereof shall be completed at or before the time of handing over possession of the Unit. It is specifically agreed and declared that the possession is not given or transferred to the Cont'd...

Unit purchaser before the execution; or at the time of execution or after the execution of this agreement without executing the conveyance/ assignment/lease in respect thereof and lodging the same for registration with the Registering authorities. In the event of the Unit purchaser insist on receiving possession prior thereto and if the Builder is in a position to and agree to give same and any stamp duty and/or other charges, levies become payable on these agreements and/or on such possession letter and/or any record thereof or otherwise, the same shall be borne and paid by the Unit purchaser alone.

- This agreement is no an agreement to sell an e. Immovable property or conveyance/assignment/lease within the meaning of the terms under the Bombay Stamp Act 1958 and no interest in Immovable property is or is intended to be transferred to prevested inter-alia in the unit.
- 35. The Unit purchaser shall check up all the fixtures and fittings in the Unit before taking possession DOLLER SHEET BUREAUS CO. of the same. Thereafter, the Unit purchaser have io no claim against the Builder in respect of any pullboard fubility tem or work in the units or in the said building/ Committee & the asset buildings. Which may be alleged not to have been al desima, accessor, estimate la carried out and/or completed and/or binding not in accordance with the plans, specifications, and/or this agreement and/or otherwise however in relation thereto. ्र पृष्ट विकास में जा सम्बद्ध करण वर्ष कर्ष कर्य करण है।

IN WITNESS WHEREOF the parties hereto have hereun to set and subscribed their respective hands to these presents of the day and the year hereinabove first written.

in the presence of

1. Amg 1

2. P. H. Matha

For AJMERA DEVELOPERS

PARTNER

SIGNED, SEALED AND DELIVERED)

BY THE WITHINNAMED UNIT

PURCHASER MIS Golden Trd-)

UStries Todio

in the presence of ...

1 — mon h

for Golden industries rinding for S. Makhan Lingh M. Norma H. U.F.

*arther !Karta

2. P.H. batha

RECEIVED of and from the withinnamed a Unit purchaser a sum of Rs. 21000/2

(Rupees Twenty one thousand onlyby way of token money part payment of this presents.

Rs. 21,000/2-/-

Ch.on Punjab National Bank Ch.No. 0 90160.

WE SAY RECEIVED FOR AJMERA DEVELOPERS

PARTNER

BUILDERS

WITNESS :

2. P. H. batha

SCHEDULE 'A'

ALL THAT property situated at village Gokhivare, Taluka Vasai, District Thane, within the limits of Vasai Sub-Registration District within the limits of Panchayat Samiti Vasai and Zilla Parishad Thane, land bearing :-

Survey No. H. No. Asses. Lay Out Plot 242 1B,1C,3A,6 Out of Plot 18 No.26,27 & 244 3C,3B,7A,2,6 28. Area 245 3B,1,8B,5,2,7 10251 Sq.Fts. 246 Of Bldg.No.1.

which is bounded as follows :-

On the East By C. F. C.

On the West By Road

On the North : By Building No. 2 of 26,27,28

On the South : By Road

SCHEDULE 'B' ALL THAT Industrial Unit bearing No. 10 admeasuring 79.17 Square meters built-up area in the Industrial Building known as 'RAJYOG' together with proportionate share of common area and facilities appurtenances to the said property in the land bearing Survey No.242 to 246, Lay-out Plot No.26/27/28, part of their Building No.1 of Village Gokhivare, Taluka Vasai, District Thane.

R.D. KEWAT

ADVACATE

1st Floor Shree Ram Complex Tal.vasai.Dist.Thane 401202

.ITLE CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

THIS IS TO CERTIFY THAT I have investigated title land being Non-Agricultural plot of land bearing plot No.26, 27,& 28, Survey No.242, Hissa No.1ABC, 2, 3.AB, 4, 5, 6, S.No. 243,1AB,2,3,4,S.No.244,H.No.1,2,3ABC,6,7AB,S.No.245,H.No 1,2,3AB,4,5,6,7,8AB,9 and S.No.246,H.No.1AB,2 of scheme known asRAJHANS INDUSTRIAL COMPLEX situate at revenue village Gokhivare, Taluka Vasai, Dist. Thane, Zill-a Parishad Thane Panchayat Samiti Vasai, and more particularly described in the schedule written herein after search taken by me on 19th day of April,1994at Registration office Vasai, found title of thesaid property clear, marketable andfreefrom allencumbrancesD and reasonable doubts

I here by further certify thatthe above said property is not coming under the limits of Urban Land Ceiling and Regulation Act, 1976.

// SCHEDULE OF PROPERTY //

ALL THAT free hold Non-Agricultural Industrial Plot of land being Non-Agricultural Industrialplot of land bearing plot No. 26,27 & 28, S.No. 242, H.No. 1ABC,2,3AB,4,5,6, S.No. 243, H.No. 1AB,2,3,4, S.NO.244, H.No. 1,2,3ABC,6.7AB, S.NO. 245,H.No.

1,2,3AB,4,5,6,7,8AB,9, S.No. 246, H.No. 1AB, 2 of scheme known as RAJHANS INDUSTRIAL COMPLEX, situate at revenue Village Gokhivare, Taluka Vasai, District Thane, Zilla Parishad Thane.

I hereby certify that title of the overleaf property is clear, marketable and free from all encumbrances and reasonable doubts.

DATE; 23/05/1994.

AT VASAI.

sd. (Shri. R.D. KEWAT) Advocate

20

SCHEDULE 'D'

Xerox copy of 7/12 extract is attached.

Xerox copy of N. A. permission is attached.

Xerox copy of the Commencement Certificate for the development by CIDCO is attached.

SCHEDULE 'E'

- R. C. C. framed structure designed for heavy Industrial leads and architecturally pleasant appearance.
- 2. (a) All units provided with OREN WIRING with sufficient Nos. of LIGHTS AND FAN POINTS.
 - (b) Separate electrical meters and main switches for light for every unit.
- 3. (a) Each unit supplied with two M. S. rolling shutters.
 - (b) Steel windows with maximum available opening.
 - (c) High level cement grill ventilation.
- 4. Index board displaying each unit.
- 5. (a) Overhead and under ground storage tanks of adequate capacity for flushing and domestic water requirements.
 - (b) Provision for separate M. S. E. B. Sub-station for the estate with spare capacity.
- 6. Well laid out drainage system connection to septic.
- 7. Suitable payed compound all round the building compound and amenity area well illuminated with special electrical fittings and underground cabling arrangements.

SCHEDULE 'C'

R.D.KEWAT ADVACATE

1st Floor Shree Ram Complex Tal.vasai.Dist.Thane 401202

RTIFICATE

TO WHOM SO EVER IT MAY CONCERN

THIS IS TO CERTIFY THAT I have investigated title land being Non-Agricultural plot of land bearing plot No.26, 27,& 28, Survey No.242, Hissa No.1ABC,2,3.AB,4,5,6,S.No.243,1AB,2,3,4,S.No.244,H.No.1,2,3ABC,6,7AB,S.No.245,H.No.1,2,3AB,4,5,6,7,8AB,9 and S.No.246,H.No.1AB,2 of scheme known asRAJHANS INDUSTRIAL COMPLEX situate at revenue village Gokhivare, Taluka Vasai, Dist. Thane, Zill-a Parishad Thane Panchayat Samiti Vasai, and more particularly described in the schedule written herein after search taken by me on 19th day of April, 1994at Registration office Vasai, found title of thesaid property clear, marketable andfreefrom allencumbrancesD and reasonable doubts

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sd. (Shri. R.D. KEWAT) Advocate

SCHEDULE 'D'

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 - (b) Separate electrical meters and main switches for light for every unit.
- 3. (a) Each unit supplied with two M. S. rolling shutters.
 - · Parker Park Justice (b) Steel windows with maximum available opening.
 - · iarvidus , a on i bigā aāt hia spēce (c) High level cement grill ventilation.
- 4. Index board displaying each unit.
- with the 5. (a) Overhead and under ground storage tanks of adequate capacity for flushing and domestic water requirements.
 - the state of the second of the second of the second of (b) Provision for separate M. S. E. B. Sub-station for the estate with spare capacity.
- Well laid out drainage system connection to septic 6. tank of adequate capacity. W. J. Walling Lin
- Suitable paved compound all round the building 7. compound and amenity area well illuminated with special electrical fittings and underground cabling arrangements.

बांधकाम केले पाही जे.

८८३ अनुज्ञागाही व्यक्तीने सोबत जोडलेल्या नकाशात दर्शावल्याप्रमाणे सिमांतिक मोवके **ह** अंतर [ओपन मार्जिनल डिस्टनसेस] सोडले पाही जे

२१] या आदेशाच्या दिनां जापासन एक वर्षाच्या कालावधीत अनुझागाही
अशी जिमनीचा बिगर पेतकी प्रयोजनासाठी ६ वापर करण्यांस सुरुवात केली पाहिजे
मात्र केली वेळी असा कालावधी वाटिवण्यांत आला असेल तर ती गोष्ट अलाहिदा
अनुझागाही व्यक्तीने उपरोक्ताप्रमाणे न केल्यास ही परवानकी रदद करण्यात आली: असं ल्याचे समजण्यांत येईल.

अनुज्ञाशाही ट्यक्तीने अशा जीमनीचा विगर शेतकी प्रयोजनार्थ अशा वापर करण्यास ज्या दिनांकास सुरुवात वेली असेल आणित्र किंवा ज्या दिनांकास त्याने अशा जिमनीचा वापरात बदल केला असेल तो दिनांक त्याने एक महिन्याच्या आत तलाठ्या मार्पत वसई तह सिलदारास कळविला पाहिणे जर तो असे करण्यास चुकेल तर=हम्म्ह महाराष्ट्र जीमन महसुल [जीमनीच्या वापरात बदल व विगरशेतकी आकारणी] नियम १९६९ यातील नियम ६ अन्वये त्याच्यावर कार्यवाही करण्यास असा अनुज्ञाशाही वाचे ठरेल.

२३४] जिल्हा परिषद ठाणे यानी बसविलेला ! विषेध कर" भरावा लागेल.
२३] अशा जिमनीवा ज्या प्रयोजनाथ वापर करण्यास अनुज्ञागाहीस परवानगी देण्यात आली असेल त्या प्रयोजनाथ त्या जिमनीवा वापर करण्यास प्रारंभं करण्याच्या विनांकापासन सदर अनुज्ञागाहीने तथा जिमनीच्या संदर्भात दर वौ भी । मागे रच्ये ०००३ पैसे या दराने बिगरप्रेतिकी आकारणी दिली पाहिके अन्ना जिमनीच्या वापरात कोणत्याही पकारवा बदल करण्यांत आला तर त्याप्रसंगी निराच्या दराने अन्नी बिगर पेतिकी आकारणी करण्यातं रोईल मग याप्यी आकारण्यात आलेल्या विगर वेतिकी आकारणी करण्यातं रोईल मग याप्यी आकारण्यात आलेल्या विगर वेतिकी आकारणी न्या हमीवी विद्या अणून समाप्त व्हावसायी आहे हो गोषट विचारातं येण्यातं रोजीर नाही •

२४) जीमनीच्या चिन्रशेतको वापरास सुरवात केल्थापासून एक महिन्याच्या आत अनुज्ञागाही व्यक्तीने जो नीवी भौजजी को दिली पाहिने

२५] ही विगरशेतको दराने आकारणी वो हमी दिनांक ३१.७.९१ रोजो अस्तित्वांत असलेल्या दराने करण्यांत आली असलो तरी महाराष्ट्र जीमन महसल अधिनियम १९६६ मधील तर्द्वी नसार आणि त्या मुधील x बेढिरे के देवी त्यार करण्यांत आलेल्या प्रविति नियमान्सार के अकृष्ठिक आकारणीवे तुधारोत दर अमलांत वेतोल त्या दरानुसार अकृष्ठिक आकारावो रक्षम भरावो लागेल व लने दर व नविन दरातील फरकावो रक्षम भरावो लागेल.

२६] भूमापन विभागाकहुन जिमिनोची मोजणी करण्यात आल्यानंतर अशी जिमिनीचे द्रेंबर्पे जितके केन्नक आढलून येईल व तित्तक्या केन्फकानुसार या आदेशात आणि सनदी मध्ये नमूद केलेले क्षेत्रक तसेच बिगर देशको आकारणी यात बदल करण्यांत येईल

२७] सदर जिमनीच्या जिगर शेंत्ली अ वापरास प्रारंभ ेल्याच्या दिनाकापासून दोन वर्षाच्या कालावधीत अनुज्ञागाहीने अन्ना जिमनीचर आवन्यकती इमारत लांधिनी पाहिने आणि रिवंवा कोणतेही अन्य बांधिकाम कराव्याचे असल्यास ते ब्रंबंध बांधिकाम केली पाहिने हा कालावधी श्रीण्याच्या जिल्हाधिका-याकडून त्याच्या विवेकानुसार भासाविय आदेशनुसार आकारता येईल असे दंडादाखन क्षेम मुल्य घेषून वाढवून घेता येईल.

पूर्वीय मंजूर केलेल्यानकाशावर हुकूम अगोदरय बांध्लेल्या इमारतीत अनुहार २८] पूर्वीय मंजूर केलेल्यानकाशायर हुकूम अगायर कोजताही फेर बदल करता गाहीने कोजतीही भर छीलता कामा नये किया तीमध्ये कोजताही फिर बदल करता गाहीने कोणतीही भर छालता कामा नये किया तामध्य करण्यांसाठी जिल्हा हिका कामा नये मात्र अवी भर छालण्यासाठी किया केरबदल करण्यांसाठी जिल्हा हिका कामा नये मात्र अवी भर छालण्यासाठी किया केरबदलाचे नकावी मंग्रर करन वी परवानगी घेतली असेल आणि अवा भरीचे विवा पेर बदलाचे नकावी मंग्रर करन जिमनीच्या विगरपेतिको वापरास सरवात केल्याच्या दिनाकरूपासून एक घेतले असतील तर ती गोष्ट वेगळी. पर। जिमनीच्या विगरपेतको वापरास घरनाः जिमन महसुल [जीमनीच्या महिन्याच्या कालावधीत अनुज्ञागाही व्यक्तीने महाराष्ट्र जीमन महसुल [जीमनीच्या माहन्याच्या कालावधीत अनुज्ञामाही व्यक्तान महाराजील अनुसूवी पार किया पाव वापरात बदल व अकृषिक आकारणी] नियम १९६९ यातील अनुसूवी पार किया पाव पापरात बदल व अकृषिक आकारणी । ानयम १९५० मध्ये दिलेल्या नमुन्यात एक सनद करून देखन तीत या ओ द्यातील सर्व वार्ती समाविष्ट

हाकालावची निर्गमित केल्याच्या दिनाकापासून ३० दिवसाच्या आत करणेस त्यास बंधन कारक राहील/असेल. ीबगर मेत्रको आकारणीच्या उत्पाट रक्कम म्हप्रें स्मये ९५२२.०० अक्षरी (नेउ हजार पाच्यो बावीस मात्र] इतकी रक्कम स्मांतर कर म्हण्म अनुज्ञागाही व्यक्तीने भरती पाहिले जर असे करण्यांस तो क्षुर करीत तर ही विश्वर्थेतिकी वापराबाबत देण्यांत आलेली परवानगी रदद होण्यास पार्ट हरेल. या कराची रक्कम संबंधित तह सिलदार

या आदेशात आणि सनदी भध्ये नमूद नेलेल्या प्रतिवेदी कोणत्याही शतिवे यांच्या तडे भरती पाहिले.

अनुज्ञागाही व्यक्तीने उल्लंघन केल्यास उक्त अधिनियमयांच्या उपवंधान थे असा अनुज्ञागाही ज्या कोणत्याही भास्तीस पात्र ठरेल त्या भास्तीस बांधा न येउ देता ाण्याच्या जिल्हाधिका-यास तो निर्दोष्ट करेल असा दंड आणि आकारणी भरल्यानंतर उक्त जीमन किंवा भूखंड अर्जदाराच्या बहुत्र ता व्यात राहू देण्यावा

अधिकार असेल-

३२] वरोत भूषड [३१] म-ये काहोही अंतभूत असेत तरोहो या परवानशीचा तरवदी विरध्द कोणतीही इमारत किया बांधकाम उमे करण्यांत आले असेल किंवा अशा तरुपुदी विस्धद त्या = इमारतीया किया बांध्यामावा वापर करण्यांत आला असेल तर विनिर्दाष्ट मुदतीच्या आत अशा रोतीने उभारतेली इमारत कादन हाक टाकण्याविषयी किंवा तील फेरबदल करण्याविषयी ठाण्याच्या जिल्हाधिका-थाने निदेश देणे विधी संभत असेल तसेव ाण्याच्या जिल्हा धिया-याला अशी इगारत किंवा बांधनाम कादून टाकण्याचे किंवा तीत पेर बदल करण्याचे काम करवून घेण्याच्या आणि त्या धिल्यंध अनेला खर्च अन्नज्ञागाही त्यक्ती कडन जमीन महस्लाची थकबाकी म्हणून वसूल करनं घेण्याचा अधिकार असेल.

आणुबाणुच्या परीसरात प्रदुषण होषार नाही यांची संपूर्ण खबरदारी 33]

घ्यावी•

भेडिया अगर जिमिनीचा वापर रासायनिक व हानीकारक कारणास्तव 38] करु नये •

मायुविजनाची व्यवस्था प्रचलित मॅक्टरी ॲक्ट प्रमाणे असावी. 347

लोकणन क्लीअरन्सवा दाख्ला औद्योगिक रेब्सरक्रमरक्ड विभागाकडून 38] घ्यावा•

लोडिंग अनलोडिंग प्लॅटफार्मचा वापर फक्त मालाच्या वढउतरणीसाठीय करण्यांत यावा•

त्या शती अशा:-

- १२] ही परवानगी अधिनियम व त्या छाली केलेले नियम यांना अधिन ठेवून
- १३] अनुज्ञागाही व्यक्तीने अशी जिमनीचा व त्यावरील इमारतीचा आणि विंवा अन्य बांधेकामावा उपवास उक्त जिमनीचा ज्या प्रयोजनार्थ उपयोग करण्यांस वरवानगी देण्यात आली असेल त्या प्रयोजनार्थ्य केक्क केला पाहिले॰ आणि त्याने अशी जिमन किंवा तींचा कोंणताही भाग किंवा अशी इमारत यांचा इतर कोषत्याही प्रयोजनार्थ जिल्हाधिकारी ठाणे याच्याकइन तथा अर्थाची आगाऊ लेखी परवानगी फिक्रियल्याभिवाय वापर करता कामा नये॰ या प्रयोजनार्थ इमारतीच्या वापरावरून जिमनीचा वापर ठरविण्यात येईल॰
- १४) अशी परवानगी देणां या प्राधिका-याकइन अशा मुझेंडाची िंबा त्याचे के कोणतेंटी उप भूखंड करण्याबाबन मंधूरी मिळाली असेल, त्या उपभूखंडाची आणधी पोट विभागणी केश्रत्र xक्ष्रश्र xक्ष्रे x xकरण्याताबत आगाउँ परवानगी मिळविल्या शिवाय अनुज्ञा गाहीने अशी भूखंडाची िंवा उप भूखंड ची आणखी पोट विभागणी करता कामा नवे
- १५] अनुजागाही व्यक्तीने [अ] जिल्हाधिकारी व संबंधित नगरपातिका प्राधिकरण याचे समाधान होईल अभा रीतीने अभा जिम्मीत रस्ते, गटारे वगैरे बाँधून आणि [ब] भूमापन विभागाकडून अभा भूछेडावी मो जणी करन व त्याचे तिमांकन करम ती जिम्म या आदेशाच्या लारखेगासून एक वर्षाच्या आतंत मंजूर आराखड्याप्रमाणे काटेकोरपणे विकिसत केली पाहिले आणि अभी रीतीने ती जमीन विकिसत केली जाईपर्यंत त्याने त्या जिम्मीची कोणत्याही रितीने विल्हेवाट लावता कामा नये
- १६) अनुकाशाही व्यक्तीस असा भूखंड विकायवाचा असेल किंा त्याची इतर प्रकारे विल्हेवाट लावायचा असेल तर अशा अनुकाशाही व्यक्तीने ती भूखंड या आदेशीत आणि सनदीमध्ये नमूद केलेल्या शर्तीचे पालन करनव विक्रणे किंग अशा शंतीनुसारव त्याची अन्य प्रकारे विल्हेवाट लावणे आणि त्याने निष्पादीत केलेल्या विलेखात त्याबाबत खास उल्लेखं करणे हे त्याचे वर्तव्य असेल•
- १७) भुवंडाच्या जातेक्षेत्रावर बांधंजाम करण्याविष्यी ही परवानगी आहे भूवंडाचे उर्वरित क्षेत्रीवना बांधकाम भाकके सोडले पाही जे
- १८] पस्तावित इमारत किंवा अन्य कोणतेही काम [अस्यास] याच्या बांधेकामास सुरुवात करण्यापूर्वी अन्नज्ञागाही व्यक्तीने [ग्रॅन्टीने] नगरपालिका वसई मटानगरपालिका याची असे बाधकाम करण्याविष्यीची अप्रमञ्जल अप्रमञ्जल आवश्यक ती परवानगी मिळविणे हे अन्ना व्यक्तीवर बंधेनकारक असेल.
- १९) रखाद्या सक्षमपाधिका याकडू इसरही इमारतीच्या बांधकामाये निखंत्रण करण्याचे अधिकार निहीत कर इंग्लेले असतील तर अशा प्रसंगी अनुज्ञागाही व्यक्तीने सदर प्राधिका-याळडून इमारतीये नकाशे मंजूर करून छेत्ले उत्तर पाहिजेत कोण याही प्रकरणी त्याने अशा इमारतीये नकाशे महाराष्ट्र जीमन महसूल [जीमनीच्या वापरात बदल व विजयशेतकी आकारणी] नियम १९६९ यात जोडलेल्या अनुसुची तीन मध्ये स समाविष्ट असलेल्या उपखंशानुसारय काटेकोरपणे देव त्यार केले पाहिजे आणि ते जाणे जिल्हाधिका—याकडे मंजूर करून छेतले पाहिजे आणि अशा मंजूर नकाशानुसारय इमारतीये बांधकाण

ST ME TO

अत्रज्ञागाही वावतीने/ खरेदी दाराने खरेदी च्या दिना कापासन एक वर्षाच्या आत अणा भूवंडाक्या हिगर बेतिकी वापरास सुरेवात केली पाहिणे. त्या आधी त्याने अनुक्रमे समूचित महसूल व स्थानिम प्राणिकारणी कहन इमारती ाठी लागणीरी आवश्यक परवानगी मिँवून देतली पाहिक त्याने असे कले नाही आणि विक्री /छरे दीची परवानगी त्याने वाढवन धेतली नाही तर अभी परवानगी रदद समणण्यांत येईलः

जिल्हाधिकारी शांची पूर्व परवानगी फिक्क विल्था विवास कोणत्याही भूवंडाची आणबी पोट विभागणी करता येणार नाही विवाकी जतेही

भूखंड एक्वीत करता येणीर नाहीत.

सम्चित प्राधिका-याकडून म्हण्णेय महस्रत प्राधिकारी व स्थानिक [ی प्राधिकारी व= या दोन्ही प्राधिका-याकडून ्मारतीया नकाको मंधूर करून धेतल्या धरीन भूत्र भूवंडावर कोणतीही इमारत ब्रह्म बाँध्सा येणार नाही. इमारतीचे बांधकाम महाराष्ट्र जीभन महसल नियम व स्थानिक प्राधिकरणकहून तयार करण्यास आलेले नियमांच्या उपह्यां वर हूकूम असले पाहिणे.

नकाशातील सर्व मुखंडाचा क्लिसी /औद्योगिक प्रयोजनासाठी वापर वैला पाहिने. त्या करता या आदेशाच्या दिनां कापासून एक वर्षाच्या आत भूबंड धारकाने विभिनीचे आणि इमारतीचे नकाने यांसंड इमारतीच्या बांधकामात परवानंगी मिळ विण्यासाठी अर्झ केला पाहिले. त्याने तसे न के ल्यास ही परवान भी व्यमगत[लॅप्स्ड] इंग्ल्याचे मानण्यात येईल.

नकाशात मोक्छी जागा म्हणून द्वीवलेल्या जीमनीवर कोण्नवाही पाकारचे बांधका मकरण्याची मुभा नतेल या मोक्ल्या जागांचा थो ग्य रीतीने विकास केला पाहिने आणि तसे करण्यास फर्मानिले असता त्याची देखभाल करण्यासाठी असे लांटकाम सुमुवित प्राधिका-याच्या स्वाधिन करीपर्यंत धारकाने

त्याची निगा राख्नी पाहिने.

वहिवा ट दाराने आजूबांजूच्या परिसरात कोणत्याही प्रकारची अस्त अस्वच्छता निर्माण होषार नाही अशा रितीने आपल्या स्वतःच्या खर्याने आपली पाणी, विज्युरवठा आणि जलनि:सारण आदियी व्यवस्था केली पाहिजे. जिल्हा निरीक्षण भूमी अभिनेत जाणे यांनी प्रमाणीत वेलेल्या इमातीचा मोजमाप यूक्त असा अधिकृत नकाशा सादर केल्या शिवाय कोण याही पोटखंडावर को कतीही अ इमारत बांधण्याचा प्रस्ताव विवासात घैतला जाजीर

त्याअधी, आता महाराष्ट्र जीमन महसूल अधिनियम १९६६ ये कलम ४४ अन्वये जिल्हाधिकारी जाने याच्याकडे निहीत करण्यात आलेल्या अधिकारांवा वापर करन उक्त जिल्हाधिकारी थाट्दारे श्रीमती • जनाबाई एलीस एन्झाडीस श्रीमती, भार्ता पॉल घोन्साली बस, जॉनी पॉल घीन्सालियस, श्री • मेबलपॉल घोन्तालींवस, श्री • जाईन्स पॉल घोन्तावींवस, श्री • डारेथी ॲलन मिस्कीम, श्री • ए तिस सायमन अन्द्राडीस राहणार गौधिवरे, ता • वसई योना तालुका वसई, मोजे गी खिवरे, येथील भूमापन क्राक्र क्रमाँक संनं २४२, २४२ पे, २४३ पे, २४४ पे, २४५ पे, २४६ पे मधील क्षेत्र ८५८०३ १३ वो मी • एवटया जीमनी च्या क्षेत्रीया औधारिक पयोजनार्थ अकृषिक वापर करण्या बाबत पुटील म्रीतवर अनुज्ञा पर मिशन देत आहे.



ठाणे याच्याकडून निधिवमत करन देण्यात येतील रस्त्याच्या व मोक्ळ्या जागोचे क्षेत्रं नकाशात दर्शविल्या प्रमाणे धरण्यात येईल॰

२अ रेखां कनातील अंतर्गत रस्ते प्रत्यक्ष त्यार करन ते मोक्ळ्या जागातह
ग्रमापंचयातीचे ता ब्यात सुपूर्व करन पाबां बत तह तिलदार वसह यांचे प्रमाणेपत्र
प्राप्त करन घेतल्या भिन्नियं कोणत्याही भूखडाची विक्री करता येणार नाही किंवा
त्यामध्ये क्रेष्ट बांधकाम करात येणार नाही •

- 3) लगतच्या जामन धारकास आवश्यकता वाटल्यास त्यास नकाशीत दाख-विलेल्या रस्त्यांचा जाण्यायेण्यासाठी सवापर क्रण्यांस व परवानगी देण्यात यैईल•
- प्रो कोणत्याही भूखंडातील प्रत्यक्ष जागेवर नकाशात दर्शविलेणा रस्त्याचे प्रत्यक्षेपणे बांधकाम केण्याशिवाय आणि ते सार्वजनिक प्रयोजनार्थ नकाशात दर्शवि— लेल्या मोकळ्या जागासह संबंधित स्थानिक प्राधिकरणाच्या विना मोबदला स्वाधिन क्ष्मित विल्या भिवाय त्या भूखंडायी क कोणियाही प्रकार विल्हेवाट लावता कामा नरो.
- पा आदेशाच्या दिनांकापासून एक वर्षाच्या कालावधीत सर्व भू छेडाची विल्हेवाट लावण्यात आली पाहीं वर उल्लेखिल्या कालावधीत जिमनीच्या किंगर शेतको वापरास सुरवात करण्यात आली अनसेल तर छाली सही करणाऱ्या व्यक्तीकहून निश्चितपणे पूर्व परवानगी मिळविष्या शिवाय मोकळा भूंखंडावी पूरे प्रनिवृत्तो करता येणार नाही •

पर] एक वर्षाच्या अवेरीपर्यत कोणत्याही भूवंडाची किंवा भूवंडाची विक्री डंगलेली नसेल आणि अभी विक्री खरेदी करण्यायी मुदत वाढवून देण्यात आलेली नसेल तर अभा प्रसंगों हो परवानणी रददबातल डोल्याचे समजण्यांत येईल अभा वाखात ही परवानणी धारण करणी-या व्यक्तीस अभा प्रकारे विक्री न इंगलेल्या बाखात ही परवानणी धारण करणी-या व्यक्तीस अभा प्रकारे विक्री न इंगलेल्या हर एक भूवंडाची विक्रीचों मूंदत वाढवून घेण्यासाठी खेलील सही करणा-या कडे करता येईल •

पती जिंदी वर्षां पालन करण्यात आले नाही आणि ब आली सही कह करणा या व्यक्तीयो आगाउ परवानगो न धेता एखाव्या मोक्ज्या भूखंडायो पूर्नीविकी करण्यात आली तर त्या प्रसंगो खरो द्वार आणि विक्रेता या दोष्ट्रीवंर पूर्नीविकी करण्यात आली तर त्या प्रसंगो खरो द्वार आणि विक्रेता या दोष्ट्रीवंर क्षेत्रहालूळ विह्याट व शेत जिमन अधिनियम १९४८ च्या उह्न उपल्यानक्ये कार्यवाही करण्यांस ते पात्र ठरतील परीणामतः विक्रत्यास अला भूखंडाच्या किंत्मतो एवटी करण्यांस ते पात्र ठरतील परीणामतः विक्रत्यास अला भूखंडाच्या किंत्मतो एवटी रतकम दंड म्हणून भरावी लागेल आणि त्याव बरोबर भूखंडाच्या खरेदो दरासही दंड कम्हणून उक्त भूखंड सरकारच्या स्वाधीन करना स्थावा लागेल

पती] खरेदी दाराने धारणं केलेली नागरी जमीन ही नागरी जमीन [धारणेदी कमाल मर्यादा व विनीयमन्त्र अधिनियम १९७६ अन्वये विहीत केलेला मर्यादेपेक्षा अधिक होत असेल तर खरेदी दाराने त्या अधिनियमान्वये आवश्यक असोलेले नमुना अधिक एक विवरण त्या अधिनियमाक्षालील सक्ष्म प्राधिक न्याक दा खल केले व मधील एक विवरण त्या अधिनियमाक्षालील सक्ष्म प्राधिक न्याक दा खल केले पाहिले सहे खरेदी दाराने असे न केल्यास त्यावर सहर अधिनियमान्वये प्रिष्टियी पाहिले सहे खरेदी दाराने असे न केल्यास त्यावर सहर अधिनियमान्वये प्रिष्टियी करण्यात तो पात्र उरेल तसेव त्याची मुखेडावी खरेदी ही खाली सही करणा याक इन रददबातल अरिकण्यात येईल वा स्थान करणा मंदिक स्थान मंदिक स्थान स्थान

करणा वाण्या रववारत विक्री करते के कि विंवा त्या भूखंडाच्या संबंधित हो प्रांच्या विक्रीचा करार करते के विह्वाटदाराने मंशूर झालेल्या नकाशाची त्यांच्या विक्रीचा करार करते के विह्वाटदाराने मंशूर झालेल्या नकाशाची रक्ष प्रत आणि त्याचवरोबर या आहेकाची रक्ष प्रत न युक्ता प्रत्येक भूखंड धारकास

दिली पाहिणे.

जिल्हारिकारी कार्यालय. ठाणे. PETTO 9E/80/23.

TET:-

श्रीमती जनाबाई स्लीस स्न्डाडीस व इतर ६ राहणार गो खियरे ता. श्रीमती जनाबाई रलीस रन्डाडास व वर्षा वसई जिल्हा ठाणे यांचा दिनांक १०/५/८९ छा अर्धार-१००१ । १३०० वसई जिल्हा ठाणे यांचा दिनांक १०/५/८९ छा अर्धार-१००० [8 तह सिलदार वसई यांचेकीडल अहवाल भ. विनवीती /एसआर-१२९/कारिक

२६९८/दि १४/६/१९८९ व महत्तुत /क्क्ष-१/हे-१/जबा/कावि- ७३२ दि. [5.

वरिषठ नियोजन , नियोजन विभाग मुंबई महानगर पदेश विकास प्राधि-38/3/8663

करण यांचे कडिल पत्र क्रमांक पो/ववीना/ ले आंख्ट/ ५८२ दि. ३/८/८९ 3] महाराष्ट्र ग्रहर व औद्योगिक विकास मंडळ यांचे किंडल पत्र के. सिडको व्ही

8]. व्ही ्रतआर/बीपी/६२०/१०८८/दिनांक ६/१/१९९२.

अायरेक्टर ऑफ इंडस्टीज यांचे कीडल पत्रं क्रमांक एलएनडी /५१४/ठाणे/एनएपर् 8] ८९/डी- २३४१० दि. ९/८/१९८९.

वरिष्ठ र्स्गर्भ वैज्ञानिक याचे कडिल पत्र क्र. जी एसडीओ/ठाणा/टेक्नी/एलकी. ξ] डब्त्/१९८/९२ विनांक २८/१/९२

श्री रामणी कुबेरदास याचे प्रतिज्ञापत्र [ی

श्री • तक्ष्मण सुक-या चौधरी यांवे प्रतिवापत्र • ()

अ दिश: -

महाराष्ट्र जमीन महसुल [जिमनोच्या वापरात बदल अकृषिक आकारणी नियम १९६९ यांमधील नियम ४[१] आणि धामधील अनूसुची पक्र तीन भाग दोन परिच्छेद १६ अन्वये अक्ट जिल्हाधिकारी ठाणे याच्याकडे निहीत करण्यात आलेल्या अधिकारांचा वापर करन उक्क जिल्हाधिकारी या ट्वारेश्रीमती जनाबाई एलीस ए-डाडीस व इतर ६ रहाणार गोख्निरे ता • वसई यांच्या मालकोच्या मौजे-गो खिनरे ता क्सई भूमापन क्रमांक स नं २४२, २४२ पे, २४३५ २४४पे, २४५ पे, व २४६ पे क्षेत्र १०५८०० छ। गौ मी वैको ६४३२,५३ गौ मी ही पी रोड अधिक १३५६४ - ३४ वां भी - क्षेत्र ज्यान भीन क्षेत्र वण्ट्र उर्वरित क्षेत्र ८५८०३ १३ वौ मी अौद्योगिक या प्रयोजनासाठीय अकृष्कि वापर करण्यांस सो बतच्या रेखां कनास मान्यता देत आहेत.

त्या शतीं अशा:-

सदर नकाणांत दिलेली परवानगी ही महाराष्ट्र जीमन महसूल अधिनियम १९६६ महाराष्ट्र प्रादेशिक नगर रचना अधिनियम १९६६ , नागरी जमीन धारणेथी कमाल मर्यादा व विनियमन १९७६ आणि मुंबई कुळ विहवाट व भेतजीमन अधिनियम १९४८ आणि त्या ख़ाली केलेले नियम याना अधीन ठेवून देण्यांत आली आहे. २) नकाशात द्रशीवलेली सर्व भूखंड मोक्छ्या जागा , अंतर्गत रस्ते, इ पादी गोडटी जिल्हा निरीक्षक भूमी अभिलेख ठाणे याच्याकडून प्रत्यक्ष जीमनीवर सिमांकित करन देण्यात येतील ततेच उप भूखंडाये क्षेत्र देखील जिल्हा निरीक्षक भूमी अभिलेख



पहिल्या मजिल्यावर आधाणिक उत्पादन अनुद्धेय नाही ।

गहाराष्ट्र पहिर औद्यागिक विकास मंडळ [सिडको] यांनी
सो बतच्या मंजूर नकापात " हिरच्या रंगाने" के बदल केले आहेत ते अर्जद्वार यांववर बंधनकारक आहेत व त्या प्रमाणेव बांधकाम अनुद्धीय आहे ।

श्व अधिगिक अरुष्कर उत्पादनांची निगडित असलेल्या संबंधित
सक्षम अधिका-याकद्वन नाहरकत दाख्ले/परवाने औद्योगिक उत्पादन सुरु करण्यापूर्वी
प्राप्त कस्न घ्यावेत व त्यावे नियमांचे पालन करावे ।

सही /-

[मधुकर पाटील] जिल्हाधिकारो ठाणै•

भ्रामती जनाबाई एलीस एन्ड्राबीस व इतर ६ रा • गोधिवरे ता • वसई जि • ठाणे •

जिल्हा धिकारी ठाण , करिता.



tor S. Workhay ... El W. You towner kano.

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