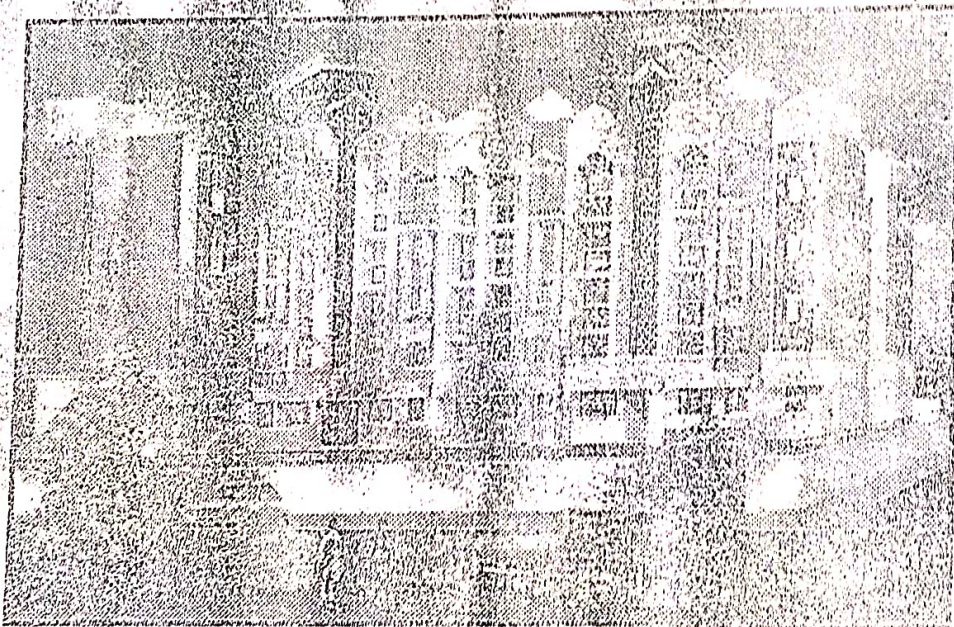


AGREEMENT FOR SALE

"LAXMI PARK"  
LAXMI DARSHAN BUILDING NO. 216

At: Tulinj, Nallasopara (East),  
Tal. Vasai, Dist. Thane.



Flat / Shop No: 127 On 1st

Floor in Wing: —

M/s. RUTUGANDBHA  
Builders

1, Matru Mandir Building, Pelhar Road,  
Tulinj, Nallasopara (East),  
Tal. Vasai, Dist. Thane.



Friday, June 05, 2009

4:04:25 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 5240

दिनांक 05/06/2009

गावाचे नाव तुळीज

दस्ताऐवजाचा अनुक्रमांक

दस्ता ऐवजाचा प्रकार



सादर करणाऱ्याचे नाव: हरीशचंद्र बलराम सिंह

नोंदणी फी

- 6650.00

गवकल (अ. 11(1)), पृष्ठांकनाची गवकल (अ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (35)

- 700.00

एकूण रु.

7350.00

आपणास हा दस्त अंदाजे 4:19PM ह्या वेळेस मिळेल

दुय्यम निबंधक

वसई 3

बाजार मुल्य: 664378 रु.

मोबदला: 665000 रु.

भरलेले मुद्रांक शुल्क: 22500 रु.

हरीशचंद्र बलराम सिंह  
8/11/09  
करारनामा

H.C.S.S.

वसई-३  
दस्ता क्र. ५२१/२००९  
७१३७

Customer's Copy

**THE KAPOL CO-OP. BANK LTD.**  
FRANKING DEPOSIT SLIP

Branch: BHAYANDAR 270090 Date: 4/6/11

Event: Post Stamp Duty	Rs. 22
Franking Value	Rs. 11
Service Charges	Rs. 2
TOTAL	Rs. 35

Name & Address of the Stamp duty paying Party:  
Harish Chandra 512/2  
Tulinj Road  
Naraj, Vasai (W)

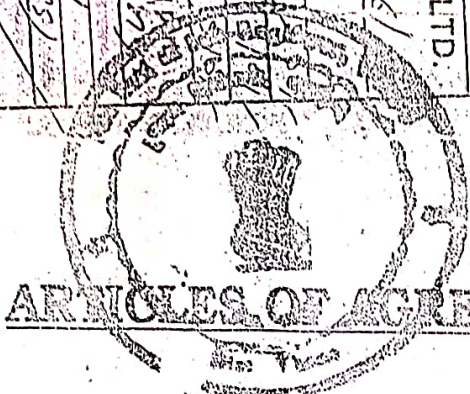
Toll Mobile No.: 2432607

Desc. of the Document: Agreement

DD/Cheque No. \_\_\_\_\_

Drawn on Bank: \_\_\_\_\_

For Bank Use: 0057



**ARTICLES OF AGREEMENT**

ARTICLES OF AGREEMENT made at VASAI, this 5<sup>th</sup> day of June 2009 / ~~2010~~ BETWEEN M/S RUTUGANDHA BUILDERS a Regd. Partnership firm having its regd. Office at shop No. 1, Matru Mandir Building, Damodar Nagar, Tulinj Vasai, Tal: Vasai, Dist. Thane, Hereinafter referred to as " BUILDER " ( which expressions shall unless it be repugnant to the context of meaning there of be deemed include the survivor of the proprietor and his heirs, executors, administrators and assigns ) OF THE ONE PART :-

MR / MRS./M/S. Harishchandra B. Singh  
Rathak Chawl Room No. 10  
Rajupada Tulinj Rd, Nalajopara (R)  
Hereinafter called " THE PURCHASER " ( WHICH expression shall unless it be repugnant to the context or meaning there of deemed include them from the time being, the survivor or survivor of them and their respective, heirs, executors, administrators and assigns ) OF THE OTHER PART :-

WHEREAS :-

1) SHRI MANOHAR ATMARAM PATIL & OTHERS ( hereinafter referred to as owner for brevity's sake ) is seized and possessed of or well and sufficiently entitled to ALL THAT property situate

The Kapol Co-operative Bank Ltd.  
Bh. Vasai, E. Matru Mandir Bldg. No. 1,  
Tulinj Vasai, Tal. Vasai, Dist. Thane.  
Kapol Stamp Dept.  
Shri. Manohar Patil, Room No. 10,  
Rajupada, Tulinj Rd, Nalajopara (R),  
Vasai (W), Dist. Thane, Tal. Vasai.

INDIA

142488

17

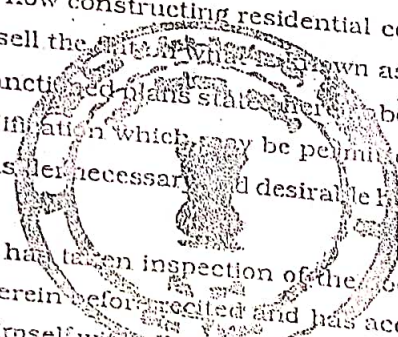
001-881

JUN 04 2009

478-2  
27/2007  
2/3

at Village. Tulinj, Tal. Vasai, Dist. Thane land bearing S. No. 32/2/3/4/6 & 1G Area 4100 sq. ft. F. S. I. FOR BUILDING No. 2 (6) (More particularly described in schedule written herein under & herein after referred to as said F. S. I. for brevity's sake) as absolute owner.

- i) By a Development Agreement dt. 31/12/2007 executed by & between Shri Manohar A. Patil & Other as owner & Builder herein as Developer the owner have granted Development right in respect of the said F. S. I. to Developer herein and put the Builder herein actual vacant possession thereof. The said Agreement is Legal, Valid & Subsisting.
- ii) That in Pursuance to the Said Development Agreement, the owner therein handed over and put the Developer therein and the Builders herein vacant and peaceful possession of the said plot of land and in view of the said Agreement Builder herein is entitled to develop the said property.
- iii) In the premises of aforesaid the Builder is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land & has power to develop the said land.
- iv) The Building plans are sanctioned by CIDCO the Planning authority, through Architect M/s. Sanat Mehta & Associates by CIDCO, Vasai order No. CIDCO / VVSR / CC / BP-3817 / E / 2960 dt. 20/07/2007 requisites N. A. (R.) Permission Vide Order REV/T-9/NAP/S.R./51/2005 9-1-2006
- v) The Builder is now constructing residential complex in the said with a vide to sell the same in what is known as "ownership basis" as per the sanctioned plans stated here above with such variations and modification which may be permitted and which the Builder may consider necessary and desirable herein after.
- vi) The purchaser has taken inspection of the documents and papers and plans herein before recited and has acquainted and satisfied herself / himself with all the terms and conditions and



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Convenants therein contained and also documents such as lay out scheme referred to herein and the plans designs and the specifications of the said building proposed to be constructed and / or under construction.

vii) The Building has supplied to the purchaser such other documents mentioned in rule of the Maharashtra Ownership flat Rules 1964 ( herein after called " the said Rules " ) as demanded by the purchasers. The Builders is entering into separate Agreements Similar to this Agreements with such modification or variations as may be necessary with various person in respect of other flats & other right in the said building and the said land.

Viii) The purchasers has agreed to acquire flat No. 102 on the 1<sup>st</sup> floor wing --- in the building proposed to be named as Laxmi Darshan Building No. 2 ( & ) being constructed on the said land more particularly described in the schedule here under written ( herein after refereed to as " The Said Flats " ) with full notice and knowledge of the several facts, covenants in the terms and conditions hereinafter appearing.

ix) The Purchasers prior to the execution of these present has satisfied himself / herself / themselves about the title of the builder to the said land described in the schedule hereunder written and he/she / they shall not be entitled further to investigate the title of the builder of the said land, similarly the purchasers has inspected the site of the said Building and has approved the same. A copy of the certificate of the marketable title issued by Shri. VALENTINE S. TAPEJI Advocate in respect of the said land is annexed hereto.

NOW THESE PRESENT WITNESSE AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1) The purchasers hereby agreed to acquire flat No. 102 on the 1<sup>st</sup> floor, admeasuring 500 sq. ft. <sup>built up</sup> carpet area which is inclusive of the area of Balconies ( which shall hereinafter be called the said flat in the said Building ) and as per the plans and specifications seen and approved by him/her/them and also agreed that the Builder may make such variations and

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modifications therein as may be necessary required to be done by Government, the Municipal Council or may other local authority.

2) The purchaser hereby agreed to purchasers the flat/shop No. 102 on the 1st floor, Building known as LAXMI DARSHAN BUILDING No. ( ) as per the plans and specification seen and approved by him /her /them at Rs. 665000/- /- (Rupees Six Lakh sixty five thousand only.) and make payment in the manner given below time being the essence of this Agreement :-

3) As earnest money on or before the excution of this Agreement 25% Rs. 166250/-

- A) 10% on or before completion of plinth work  
Rs. 66500 = 100
- B) 9% on or before completion of first slab  
Rs. 53200 = 09-
- C) 8% on or before completion of Second slab  
Rs. 53200 = 100
- D) 8% on or before completion of Third slab  
Rs. 53200 = 100
- E) 8% on or before completion of Fourth slab  
Rs. 53200 = 00
- F) 8% on or before completion of Fifth slab  
Rs. 53200 = 00
- G) 5% on or before completion of Brick work  
Rs. 33250 = 00
- H) 5% on or before completion of Internal & External Plaster  
Rs. 33250 = 00
- I) 5% on or before completion of Flooring  
Rs. 33250 = 00
- J) 5% on or before sanitary & plumbing work  
Completed Rs. 33250 = 00/-

A.A.R H.C. Singh

Room

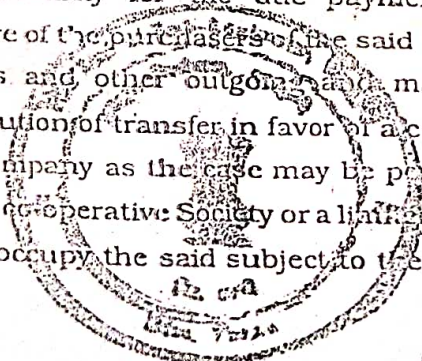
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दस्ता क्र. ३२१ / २००२  
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5% on or before offering possession of the said Shop flat to the Purchaser. Rs. 3328000

Total 6656000/-

4) The Builder agreed to handover the possession of the said flat to the purchasers by the end of 24 months subject however to availability of cement, steel and other Building materials and subject to any act of enmity war or may other terms and conditions herein contained and also subject to the payment of all the amounts due and payable by the purchaser in due time.

5) In addition to his / her / their, covenant in clause 2 herein above contained, the purchasers do hereby agreed and covenant with the building that within \_\_\_\_\_ days from the date of posting of the intimation, the purchasers shall pay from time to time to the Builder or to the limited company or a co-operative society herein after referred to (a) the proportionate share of the purchasers of the taxes, rates Assessment, during in positions and out going which shall become due and payable for the said building or land from time to time or which may herein after be imposed by the Municipal council and / or the Government and / or local authority and (b) the proportionate share of the purchaser of other outgoing and of maintenance charges, (c) security deposit as security for the due payment by the purchasers of the share of the purchasers of the said local and / or Government Taxes and other outgoing and maintenance charges until the execution of transfer in favor of a co-operative society or a limited company as the case may be pending such transfer in favour of a co-operative Society or a limited company, the purchasers shall occupy the said subject to the terms and conditions herein.



6) The Purchaser shall take possession of the flat premises within \_\_\_\_\_ days from Building and after execution of all necessary papers and documents

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required for the registration of a co-operative society and on payment of all balance of the amounts then due under this Agreement to the builder, and upon delivery of such possession of the purchaser shall be entitled to use and occupy the said flat without hindrance and without any further claims as to any item of work, or possession etc., against the Builder.

- 7) The tenure of the said land is free hold.
- 8) The Purchaser shall on or before the execution of this agreement pay a sum towards the stamp duty chargeable by the Government and its incidental costs for shop /flat, at the prevailing rates as applicable from time to time.
- 9) The purchaser hereby agreed to deposit with builders a sum of Rs. 350 (Rupees - Three Hundred and fifty only) for application and membership Fee and subscriptions of shares and further undertake to be a member of the co-operative society or a Limited company to be formed as hereinafter mentioned. The purchaser further agrees to pay and other expenses and / or deposit toward the expenses, taxes, charges, maintenance charges as may be decided by the builders to the builders, the purchaser shall from the builder to possession of the flat regularly pay every month provisional amount as may be decided by the builder toward the municipal taxes, maintenance charges and other outgoing expenses etc.
- 10) The purchaser shall maintain at his/her/their own cost, the said shop / flat agreed to be acquired by his/her/then in the same conditions, state and order in which it is delivered to him/her/then and shall abide by all the bye-laws and regulations of the Government, Municipal Council and other authorities from time to time, and at all times he/she/they shall also attend, answers and be responsible for all the notices, answers and attend to all the notices or violations or any conditions contained in these presents and it is expressly agreed that the purchaser has agreed to acquire the said flat subject to the terms and conditions contained in these presents.
- 11) The Builder, Without effecting or prejudicing the right of interest of the purchaser created in respect of the said flat under this agreement, shall be at liberty to sell, assign, and / or otherwise deal with their interest in the aforesaid land and building or any part thereof.

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H. C. Singh



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12) If herein after any charges are levied by or payment required to be made to any Government authority of local body either on the Building or otherwise the purchasers on being called upon by the builder will pay to the Building his, her their, share thereof at or before or after taking possession of the same flat as may be required or demanded by the builder.

13) The Builder shall in respect of any amount liable to be paid by the purchaser under the terms and conditions of this Agreements, have a first lieu and chargeable on the said flat to be acquired by the purchasers till all the amount due and payable by the purchasers under this agreement are paid to the builder he/she/they shall have not interest and / or right of whatsoever nature and the purchasers shall not let, sub-let sell, transfer, assign, convey, mortgage charge or in any way encumber or deal with or dispose of or assign under let or part with the possession of the said flat or any part thereof, acquired under this Agreement nor shall assigns, mortgage, charges or in any way encumber or deal with in any manner whatsoever, his/his/theirs, benefits of this Agreement of any part thereof until he/she. they obtained previous consent in writing of the builder or the co-operative society of Limited company which may be formed as the case may be.

14) The Purchaser shall not be entitle to claim partition of his / her/their share in the said land and / or the Builder and the same always remain undivided and impartable.

15) The Purchasers shall not and hereby agreed not to use the said flat for any purpose whatsoever nature other that the purpose for which the same is acquired. It is Specifically agreed that the purchaser shall take up or keep the said flat in such complete conditions as the Builders or the co-opeative society or the limited company as the case may be may determine.

16) The Purchasers hereby covenants with the builder to pay all the amount to be paid by the purchasers and reserved and under the Agreement and to observe and perform all the covenants and conditions of this Agreement and keep the Builders indemnified against the said payment and observances and performances of the said covenants and conditions, except so far as the same ought to be observed and performed by the Builder.

17) The said Building shall always be known as LAXMI DARSHAN BUILDING No.2 (2) and this name shall not be changed

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THE SCHEDULE ABOVE REFERRED TO

SCHEDULE " A "

ALL THAT piece or parcel of non-agricultural plot of land lying being and situate at village Tulinj, Tal. Vasai, Dist. Thane within the limits of Nallasopara Nagar Parishad & district Thane in the Registration subdistrict Vasai Dist. Thane. 1,100 Sq. ft. F. S. I. For building No. 2 (6) cut of S. No. 32/2/3/4/6 & 16

WHICH IS BOUNDED AS FOLLOWS :

ON OR TOWARDS EAST : S. No. 37 H. No. 1

ON OR TOWARDS WEST : S. No. 32 H. No. 5

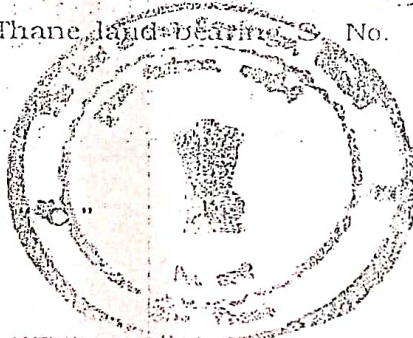
ON OR TOWARDS SOUTH : S. No. 32, H. No. 5,

ON OR TOWARDS NORTH : S. No. 32, H. No. 17,

SCHEDULE " B "

ALL THAT self contained residential flat No. 1.2.2 on 1st Floor of the building known as LAXMI DARSHAN BUILDING No. 2 (6) ) at Village Tulinj, Tal. Vasai, Dist. Thane, land bearing S. No. 32/2/3/4/6 & 16

SCHEDULE " C "



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१८/१३

SIGNED SEALED AND DELIVERED )  
BY THE WITHIN NAMED BUILDER )  
M/s. RUTUGANDHA BUILDERS )  
THROUGH THEIR PARTNER )  
SHRI AJIT.A. Patil )  
IN THE PRESENCE OF... )  
1. C.B.S. )  
2. H. )



For Rutugandha Builders  
A.A. Patil  
Partner

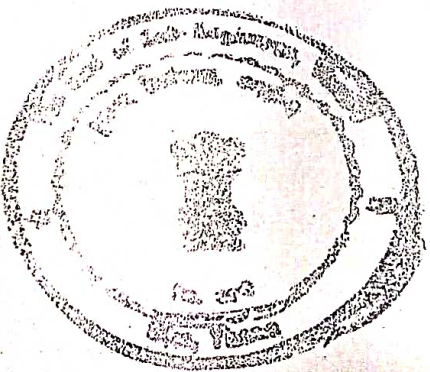
SIGNED SEALED AND DELIVERED )  
BY THE WITHIN NAMED PURCHASER )  
HARISHCHANDRA SINGH )  
IN THE PRESENCE OF .... )  
1. C.B.S. )



H.C.S.

RECEIVED, A SUM OF RS. 50,000/- )  
(RUPEES 50 thousand only )  
FROM FLAT PURCHASER TOWARDS )  
PURCHASER PRICE OF THE SAID FLAT )

For Rutugandha Builders  
A.A. Patil  
Partner



# शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

अधिका कार्यालय कॉम्प्लेक्स, दुसरा भजला, वसई (पूर्व), जि. ठाणे ४०१ २१०  
दूरध्वनी : (कोड - ९५२५०) २३९०४८७ फॅक्स : (कोड-९५२५०) २३९०४६६

संदर्भ क्र. : CIDCOM/VSRI/AM/BP-3817/E/1418

दिनांक : 02/06/2008

वसई - ३
दस्त क्र. १२१/२००९
९९/१५

To,  
Shri A. D. Patil  
C/o. M/s. Sanat Mehta & Associates  
207, Park View, Station Road  
Nallasopara (W), Taluka Vasai  
DIST : THANE.

Sub: Amended Plan approval for the proposed Residential/Residential with Shopline Buildings on land bearing S.No.32, H.No.2, 3, 4, 6 & 16 of Village Tulinj, Taluka Vasai, Dist. Thane.

Ref: 1) Commencement Certificate No.CIDCOM/VSRI/CC/BP-3817/E/2960 dated 20/07/2007.  
2) Your Licensed Surveyor's letter dated 29/05/2008.

Sir / Madam,

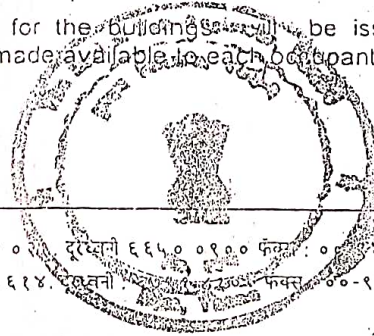
With reference to your Licensed Surveyor's letter referred above, please find enclosed herewith approved amended plans for the proposed Residential / Residential with Shopline Buildings on land bearing S.No.32, H.No.2, 3, 4, 6 & 16 of Village Tulinj, Taluka Vasai, Dist Thane, as per the following details :-

Sr. No.	Predominant Use	Bldg. No.	No. of Floor	No. of Flats	No. of Shops	Total B.U.A. (in sq.m.)
1.	Resi. + Shopline	1	(Gr.+ 4/pt)	28	05	1003.35
2.	Residential	2	(Gr + 4)	10	Nil	380.12
3.	Residential	3	(Gr + 3)	15	Nil	456.04
S.No.:				54	05	1839.51

The amended plan duly approved herewith supersedes all the earlier approved plans. The conditions of Commencement Certificate granted vide this office letter No.CIDCOM/VSRI/CC/BP-3817/E/2960 dated 20/07/2007 stands applicable to this approval of amended plans along with the following conditions:

- 1) This amended plan is valid for one year from the date of issue of commencement certificate for each building distinctively. The revalidation shall be obtained as per section 48 of MRTP Act, distinctively for each building.
- 2) The Occupancy Certificate for the buildings shall be issued only after provision of potable water is made available to each occupant.

Contd.....2.



नोंदणीकृत कार्यालय : 'निर्मल' दुसरा भजला, नरोमन पॉईंट, मुंबई - ४०० ०२२  
दूरध्वनी ६६५० ०९०० फॅक्स : ००-११-२२-२२०२ २५०९  
मुख्य कार्यालय : तिडको भवन, सी. बी. डी. वेंलापूर, नवी मुंबई - ४०० ०६१४  
दूरध्वनी २२२२२२२२ फॅक्स : ००-११-२२-६०९१८१६६

दस्त क्र. ५२१/२००२

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# शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

अधिका कामशियल कॉम्प्लेक्स, दुसरा मजला, वसाई (पूर्व), जि. ठाणे ४०१ २१०  
दूरध्वनी : (कोड - १५२५०) २३९०४८७ फॅक्स : (कोड-१५२५०) २३९०४६६

संदर्भ क्र. : CIDCO/M/SRIAM/BF-3817/E/1418

दिनांक : १०/०५/२००८  
०५/०६

..... 2 .....

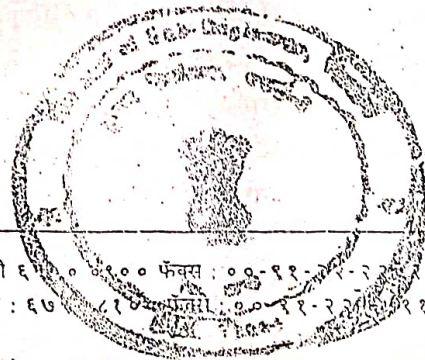
- 3) Notwithstanding anything contained in the commencement certificate condition it shall be lawful to the planning authority to direct the removal or alteration of any structures erected or use contrary to the provisions of this grant within the specific time.
- 4) You are required to provide a solid waste disposal unit at a location accessible to the Municipal sweepers, to store/dump solid waste in 2 compartments of 0.67 CUM. 1.33 CUM. capacity for every 50 tenements or part thereof for non-bio degradable & bio-degradable waste respectively.
- 5) The Special Planning Authority reserves the right to enter the premises for inspection of maintenance of infrastructure facilities during reasonable hours of the day and with prior notice.
- 6) You shall submit detailed proposal in consultation with Engineering Department, CIDCO for rain water harvesting and solid waste disposal to treat dry and organic waste separately by design department.

Your's faithfully,

ASSOCIATE PLANNER / ATPO (VV)

c.c. to:

M/s. Sanat Mehta & Associates  
207, Park View, Station Road  
Nallasopara (W), Taluka Vasai  
DIST : THANE.



नोंदणीकृत कार्यालय : 'निर्मल', दुसरा मजला, नरोमन पार्क, मुंबई - ४०० ०२१. दूरध्वनी : ४०० ०००० फॅक्स : ००-११-२३९०४६६  
मुख्य कार्यालय : सिडको भवन, सी. वी. डी. वेलापूर, नवी मुंबई - ४०० ०६१४. दूरध्वनी : ६७ ११०००००० फॅक्स : ००-११-२३९०४६६

वसई-३  
 वसई क्र. ५२१/३  
 २९/१/०५

क्र.महसुल/क-१/टे-९/एनएपी/एसआर-२१/२००५  
 जिल्हाधिकारी कार्यालय ठाणे  
 दिनांक - १९ JAN 2006

वाचते :-

१. श्री. आत्माराम दामोदर पाटील व इतर २ रा. उमराळे ता. वसई जि. ठाणे यांचा अर्ज दिनांक ६/०६/२००५
२. असो.प्लॅनर, सिडको वसई यांचा बिनशेतीसाठी नाहरकत दाखला क्र. सिडको/व्हीव्हीएसआर/एनएपी/वीपी-३८१७/ई/१९५० दिनांक ३१/०५/२००५
३. तहसिलदार-वसई यांचा अहवाल क्रमांक जमीनबाव/ एन.ए.पी./ एस.आर.-५१/२००५ दिनांक ४/०८/२००५
४. भूसंपादन शाखेचे अनौपचारिक संदर्भ क्रमांक सामान्य/का-४/टे-३/भूसं/एसआर-२२२ दिनांक १२/०६/२००५
५. मुख्याधिकारी, नालासोपारा नगर परिषद यांचे कडील बांधकामा बाबत दाखला क्र. बां.वि./१३४७/२००१ दिनांक ३/७/२००१
६. मुख्याधिकारी, नालासोपारा नगर परिषद यांचे कडील पाणीपुरवट्या बाबत पत्र क्र. पापुवि/१३५५/२००१ दिनांक ३/७/२००१
७. अर्जदार यांनी सदर केलेले हमीपत्र दिनांक ६/०८/२००५ इकडील कार्यालयाने दि. ९/०७/२००५ रोजीचे ' कोकण सकाळ ' या वृत्तपत्रात प्रसिध्द केलेला जाहिरनामा

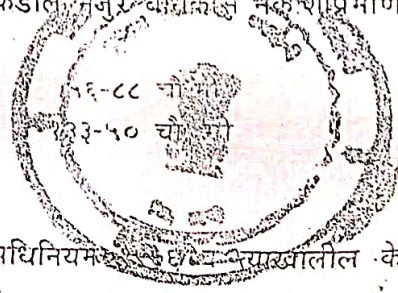
आदेश :-

श्री. आत्माराम दामोदर पाटील व इतर २ रा. उमराळे ता. वसई जि. ठाणे यांनी वसई तालुक्यातील मोजे तुळीज येथील स.नं. ३२/२,३२/३, ३२/४, ३२/६, व ३२/१६ क्षेत्र २१६०-०० चौ.मी. जागेचा रहिवास या बिगरशेतकी प्रयोजनार्थ वापर करण्याची परवानगी मिळण्या बाबत अर्ज केलेला आहे.

आणि ज्या अर्थी, प्रस्तावित जमीनीस बिनशेती परवानगी देण्याच्या संदर्भात दिनांक ९/०७/२००५ रोजीचे दैनिक ' कोकण सकाळ ' या वृत्तपत्रात जाहिरनामा प्रसिध्द करण्यात आला होता. सदर जाहिरनामा वृत्तपत्रात प्रसिध्द झाल्यापासून १५ दिवसांचे मुदतीत एकही तक्रार/ हरकत या कार्यालयास प्राप्त झाली नाही.

त्या अर्थी आता महाराष्ट्र जमीन महसुल अधिनियम १९६६ चे कलम ४४ अन्वये त्यांच्याकडे निहित करण्यांत आलेल्या अधिकारांचा वापर करुन उक्त जिल्हाधिकारी याद्वारे, १)श्री. आत्माराम दामोदर पाटील २) श्री. अनंत दामोदर पाटील ३) श्री. रामचंद्र दामोदर पाटील रा. उमराळे ता. वसई जि. ठाणे यांना वसई तालुक्यातील मोजे तुळीज येथील आपल्या मालकीच्या स.नं. ३२/२,३२/३, ३२/४, ३२/६, व ३२/१६ क्षेत्र २१६०-०० चौ.मी. क्षेत्राची रहिवास प्रयोजनासाठी या बिगर शेतकी प्रयोजनार्थ वापर करण्याबाबत पुढील शर्तीवर अनुज्ञा ( परमीशन ) देण्यांत येत असून सिडको कडील मोजे बांधकामाबाबत शासनाच्या खालील क्षेत्रावर बांधकाम अनुज्ञेय नाही.

१. अतिक्रमीत क्षेत्र
२. एकडास्टॉग रोड



त्या शर्ती अशा:-

१. ही परवानगी महाराष्ट्र जमीन अधिनियम १९६६ च्या अन्वये खालील केलेले नियम यांना अधिन देवून देण्यांत आलेली आहे.

१

वसई - ३

दस्त क्र. २९/२००९

क्र. महसूल/क-१/टे-९/एनएपी/एनआर-११/२००५

- २ अनुज्ञाग्राही व्यक्तीने ( ग्रॅटोने ) अशा जमीनीचा वापर व लावणील इमारतीच्या आणि किंवा अन्य बांधकामाचा उपयोग उक्त जमीनीचा ज्या प्रयोजनार्थ उपयोग करण्यास परवानगी देण्यांत आली असेल त्याच प्रयोजनार्थ केला पाहिजे. आणि त्याने अशी जमीन किंवा तिचा कोणताही भाग किंवा अशी इमारत यांचा इतर कोणत्याही प्रयोजनार्थ जिल्हाधिकारी ठाणे यांच्याकडून दशा अर्थाची आगाऊ लेखी परवानगी मिळविल्या शिवाय इतर कोणताही वापर करता कामा नये. इमारतीच्या वापरावरून जमिनीचा वापर ठरविण्यांत येईल.
- ३ अशी परवानगी देणा-या प्राधिका-याकडून अशा भूखंडाची किंवा त्यांचे जे कोणतेही उपभूखंड करण्या बाबत मंजूरी मिळाली असेल त्या उपभूखंडाची आणखी पोट विभागणी करता कामा नये.
- ४ अनुज्ञाग्राही व्यक्तीने (अ) जिल्हाधिकारी व संबंधित नगरपालिका प्राधिकरण यांचे समाधान होईल अशा रीतीने अशा जमीनीत रस्ते, गटारे वगैरे बांधून आणि (ब) भूमापन विभागा कडून अशा भूखंडाची मोजणी व त्यांचे सीमांकन करून ती जमीन या आदेशाच्या तारखे पासून एक वर्षाच्या आंत मंजूर आराखड्या प्रमाणेच काटेकोरपणे विकसित केली पाहिजे. आणि अशा रीतीने ती जमीन विकसित केली जाई पर्यंत त्या जमीनीची कोणत्याही रीतीने विल्हेवाट लावता कामा नये.
- ५ अनुज्ञाग्राही व्यक्तीस असा भूखंड विक्रावयचा असेल किंवा त्यांनी इतर प्रकारे विल्हेवाट लावायची असेल तर अशा अनुज्ञाग्राही व्यक्तीने तो भूखंड या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीचे पालन करूनच विकणे किंवा अशा शर्तीनुसारच त्याची अन्य प्रकारे विल्हेवाट लावणे आणि त्यांचे निष्पादित केलेल्या विलेखात तसा खास उल्लेख करणे हे त्यांचे कर्तव्य असेल.
- या सोबत जोडलेल्या सिडकोने मंजूर केलेल्या स्थळ आराखड्यात आणि किंवा इमारतीच्या नकाशात निर्दिष्ट केल्या प्रमाणेच जोते क्षेत्रावर बांधकाम करण्या विषयी ही परवानगी देण्यांत आलेली आहे. सदर भूखंडातील नकाशात दर्शविल्या प्रमाणेच उर्वरित क्षेत्र विना बांधकाम मोकळे सोडले पाहिजे.
- ६अ) प्रस्तावित बांधकाम हे सिडको मंजूर नकाशात दर्शविलेल्या मजल्या पेक्षा जास्त मजल्याचे असू नये.
- ७ प्रस्तावित इमारत किंवा कोणतेही काम ( असल्यास ) त्यांच्या बांधकामास सुरुवात करण्यापुर्वी अनुज्ञाग्राही व्यक्तीने ( ग्रॅटोने ) सिडको यांची असे बांधकाम करण्या विषयाची आवश्यक ती परवानगी मिळविणे हे अशा व्यक्तीवर बंधनकारक असेल.
- ८ अनुज्ञाग्राही व्यक्तीने सोबत जोडलेल्या सिडको मंजूर नकाशात दर्शविल्या प्रमाणे सीमांतिक मोकळे अंतर ( ओपन मार्जिनल डिस्टेंसेस ) सोडले पाहिजे.
- ९ या आदेशाच्या दिनांका पासून एक वर्षाच्या कालावधीत अनुज्ञाग्राही व्यक्तीने अशा जमीनीचा विगर शेती प्रयोजनासाठी वापर करण्यास सुरुवात केली पाहिजे. मात्र वेळोवेळी असा कालावधी वाढविण्यांत आला असेल तर ती गोष्ट अलाहिदा. अनुज्ञाग्राही व्यक्तीने उपरोक्त प्रमाणे न केलेल्यास ही परवानगी आपोआप रद्द झाली असल्याचे समजण्यांत येईल.
- १० अनुज्ञाग्राही व्यक्तीने अशा जमीनीचे विगर शेतकी प्रयोजनार्थ वापर करण्यास ज्या दिनांका पासून सुरुवात केली असेल किंवा ज्या दिनांकापासून अशा जमीनीच्या

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३/-

१८ व धरील खंड अ) मध्ये काहीही अंतर्भूत असले तरीही या परवानगीच्या तरतुदींचे पालन जाऊन कोणतीही इमारत किंवा बांधकाम उभे करण्यात आले असेल किंवा तरतुदी विरुद्ध या इमारतीच्या किंवा बांधकामाच्या वापर करण्यात आला असेल तर विनिर्दिष्ट मुदतीच्या आंत अशा रीतीने उभारलेली इमारत काढून टाकण्या विषयी किंवा तीत फेरबदल करण्याविषयी टाण्याच्या जिल्हाधिका-याने निर्देश देणे विधी संमत असेल. तसेच टाण्याच्या जिल्हाधिका-याला अशी इमारत किंवा बांधकाम काढून टाकण्याचे किंवा तीत फेरबदल करण्याचे काम करवून घेण्याचा किंवा त्या प्रीत्यर्थ आलेला खर्च अनुज्ञाग्राही व्यक्तीकडून जमीन महसुलाची थकबाकी म्हणून वसूल करून घेण्याचा अधिकार असेल.

१९ दिलेली ही परवानगी मुंबई कुळवहिवाट व शेतजमीन अधिनियम १९४८, महाराष्ट्र ग्रामपंचायत अधिनियम आणि नगरपालिका अधिनियम इ. सारख्या त्या वेळी अंमलात असलेल्या इतर कोणत्याही कायद्याचे कोणतेही उपबंध प्रकरणाच्या अन्य संबंधीत बाबींच्या बाबतीत लागू होतील. त्या उपबंधाच्या अधिन असेल.

२० प्रस्तावित जमिनीच्या विंगरशेतकी आकारणीच्या पाचपट रक्कम रु. ८६४/- (अक्षरी रु. आठशे चौसष्ट मात्र ) रूपांतरीत कर (कन्व्हर्शन टॅक्स) म्हणून तत्वाटी सजा निळेमोरे यांचेकडील पावती क्रमांक ५६६३३७१ दि. ६/०१/२००६ अन्वये सरकार जमा केली आहे.

२१ अनुज्ञाग्राही यांनी सिडको यांचे कडील मंजूर नकाशाबरहुकुमच बांधकाम केले पाहिजे. त्यात सिडको व महसुल खात्याचे पूर्व परवानगी शिवाय कोणताही बदल करता येणार नाही.

अनुज्ञाग्राही यांनी सिडको कडील बांधकाम नकाशा व्यतिरिक्त जादा बांधकाम केल्यास अगर बांधकामा मध्ये बदल करून जादा घटाईक्षेत्र निर्देशांक वापरल्यास अनुज्ञाग्राही हे महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ चे कलम ५२ अन्वये फौजदारी स्वरूपाचा गुन्हा दाखल करण्यास पात्र रहातील व असे जादा बांधकाम दूर करण्यास पात्र राहिल.

२३ असो. प्लॅनर सिडको वसई यांचे दिनांक ३१/०५/२००५ चे परवानगी मधील सर्व शर्ती अनुज्ञाग्राही यांचेवर बंधनकारक राहतील

सही/-

( नंदकुमार जंजे )

जिल्हाधिकारी टाणे.

प्रति,

श्री. आत्माराम दामोदर पाटील व इतर २

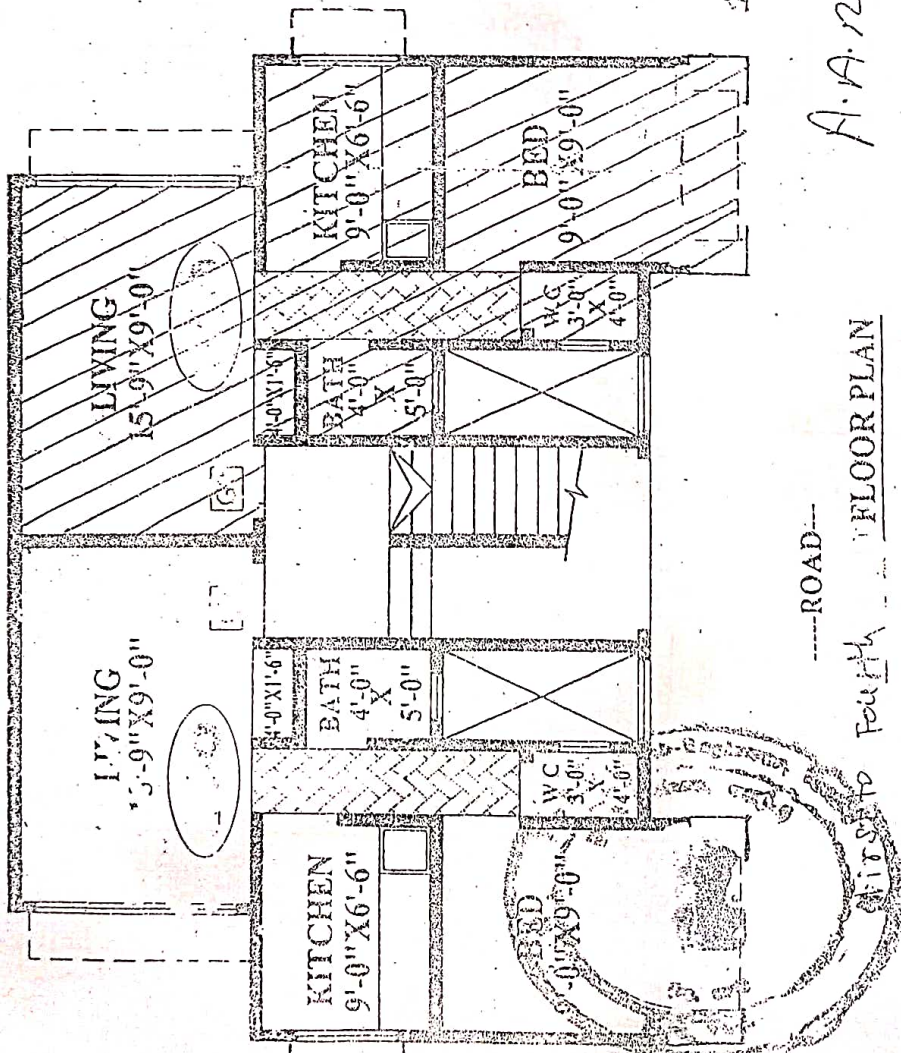
रा. उमराळे ता. वसई जि. टाणे

प्रत- तहसिलदार वसई यांचेकडे माहितीसाठी व आवश्यक त्या कार्यवाहीसाठी

२/- अनुज्ञाग्राही व्यक्तीने सदर जमिनीचा एक वर्गाच्या आंत विंगरशेतकी प्रयोजनार्थ वापर करण्यास सुरुवात केली आहे किंवा कसे रीती वाचताच्या त्याच्या अडव्यालावर त्याने लक्ष टाकले पाहिजे असा अहवाल मिळाल्याने अनुज्ञाग्राही व्यक्तीकडून त्याने विंगरशेतकी वापरस प्रारंभ केल्याच्या दिनांका पासून विंगरशेतकी आकारणीची रक्कम वसूल करण्या करिता नोंद घेण्याची प्रसंगात मधील तालुका नमुना नं. २ व ग्राम नमुना नं. २ यांमध्ये आवश्यक ती नोंद घेण्याची तजवीज केली पाहिजे.



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H.C.S.

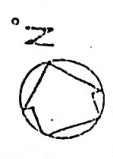
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27/10/08  
2008

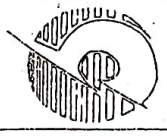


LAXMI DARSHAN VI

A R C H I T E C T S

sanat mehta & associates  
Civil Engineers and Architectural Project Consultants

207, PARK VIEW,  
STATION ROAD,  
NALLASOPARA [M],  
DIST - THANE.



EMAIL : sanat\_mehta@vsnl.net  
PHONE No. [95250]2402151, TEL.FAX.No.[95250]2405495.

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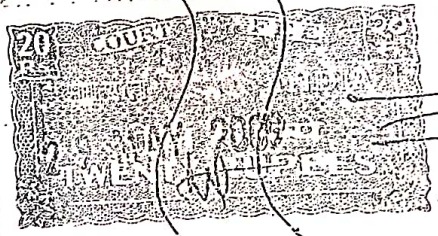
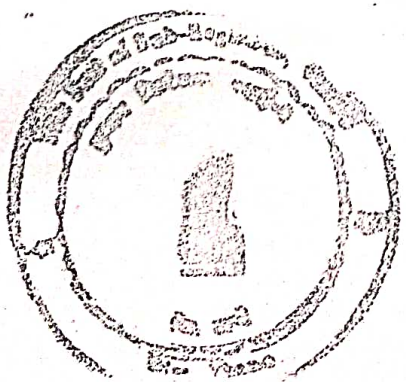
सूची क्र. दोन INDEX NO. II

गावाचे नाव : तुळीज

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या वाचतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 665,000.00 वा.भा. रु. 664,378.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सर्वे क्र.: 32/हि नं 2,3,4,6,16 वर्णन: विभागाचे नांव - मौजे (गांव) तुळीज क्रमांक, (नालासोपारा नगरपालिका), उपविभागाचे नाव - 10/100 - अधिकृत दिनशेती झालेल्या जमिनी. सदर मिळकत सर्व्हे. नंबर:- 32 मध्ये आहे. सदनिका क्र 102, पहीला मजला, लक्ष्मी दर्शन, वि नं 2(6), तुळीज, नालासोपारा पू (1)46.46 चौमी विल्टअप
- (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) से. व्रतुगधा बिल्डर्स तर्फे भागीदार अजित पाटील - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; इमारतीचे नाव: -; इमारत नं: -; पेट/वसाहत: तुळीज; शहर/गाव: नालासोपारा पू; तालुका: वसई; पिन: -; पॅन नम्बर: AAJFR 0732 M.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) हरीशचंद्र बलराम सिंह - -; घर/फ्लॅट नं: 10 गल्ली/रस्ता: -; इमारतीचे नाव: पाटक चाळ; इमारत नं: -; पेट/वसाहत: -; शहर/गाव: नालासोपारा पू; तालुका: वसई; पिन: -; पॅन नम्बर: फॉर्म 60.
- (7) दिनांक करून दिल्याचा 05/06/2009
- (8) नोंदणीचा 05/06/2009
- (9) अनुक्रमांक, खंड व पृष्ठ 5219 /2009
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 22500:00
- (11) बाजारभावाप्रमाणे नोंदणी रु 6650:00
- (12) शेरा

सत्यप्रसन्न

*[Handwritten Signature]*  
सह दुय्यम निबंधक वर्ग - 3  
वरसई क्र. 3



**CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED**

Ambika Commercial Complex, Second Floor, Vasai (East), Dist. Thane - 401 210

Phones : (Code - 95250) 2390487 • Fax : (Code : 95250) 2390466

Ref. No. CIDCO/VSR/POC/BP-3817/E/4536

Date : 29/06/2009

To,

Shri A. D. Patil  
C/o. M/s. Sanat Mehta & Associates  
207, Park View, Station Road  
Taluka Vasai  
DIST : THANE.

**Sub:** Grant of Part Occupancy Certificate for proposed the Residential Building No. 2 (Gr.+ 4) & Residential Building No.3 (Gr.+ 3) on land bearing S.No.32, H.No.2, 3, 4, 6 & 16 of Village Tulinj, Taluka Vasai, Dist. Thane.

- Ref: 1) Commencement Certificate No. CIDCO/VSR/CC/BP-3817/E/2961 dated 20/07/2007.  
2) Amended Plan approval No. CIDCO/VSR/AM/BP-3817/E/1418, dated 02/06/2008.  
3) N.A. Order No. REV/D-I/T-9/NAP/SR-51/2005 dated 09/01/2006 from the Collector, Thane.  
4) Assurance letter No. LGW-10-2008/CN 150/3000/2009 dated 15/05/2009 for potable water supply.  
5) Development completion certificate dtd. 19/05/2009 from the Licensed Surveyor.  
6) Structural stability certificate from your Structural Engineer vide letter dated 18/05/2009.  
7) Plumbing certificates dated 18/05/2009.  
8) Your letter dated 19/05/2009.

Sir/ Madam,

Please find enclosed herewith the necessary Occupancy Certificate for the Residential Building No. 2(Gr.+ 4) & Residential Building No.3(Gr.+ 3) on land bearing S.No.32, H.No.2, 3, 4, 6 & 16 of Village Tulinj, Taluka Vasai, Dist. Thane, along with as built drawings.

You are required to submit revised DILR map showing the roads, R.G. amenity plot, D.P. road reservation, buildings as constructed at site and you will also have to submit necessary mutations in 7/12 extracts showing these components before approaching for provisional o.c.c. or o.c.c. of last building.

Contd.... 2.



**CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED**

Ambika Commercial Complex, Second Floor, Vasai (East), Dist. Thane - 401 210.

Phones : (Code - 95250) 2390487 • Fax : (Code : 95250) 2390466

Ref. No. CIDCOMVSR/POC/BP-3817/E/4536

Date : 29/05/2009

.. 2 .....

Please note that Security Deposit paid earlier by you amounting Rs.7,050/- is forfeited on violation of commencement certificate conditions.

Encl.: a.a.

Yours faithfully,

c.c. to:

1) M/s. Sanat Mehta & Associates  
207, Park View, Station Road  
Nallasopara (W), Taluka Vasai  
DIST : THANE.

  
29/05/09  
EXECUTIVE ENGINEER (BP & VW)

2) The Chief Officer  
Nallasopara Municipal Council, Nallasopara.

  
29/05/09

Ref. No. CIDCOM/VSRI/POC/BP-3817/E/4536

Date: 29/06/2009

PART OCCUPANCY CERTIFICATE

I hereby certify that the development of the Residential Building No. 2 (Gr.+ 4) with Built Up Area 380.12 sq.m. & Residential Building No.3 (Gr.+ 3) with Built Up Area 456.04 sq.m. on land bearing S.No.32, H.No.2, 3, 4, 6 & 16 of Village Tulinj, Taluka Vasai, Dist. Thane, completed under the supervision of M/s. Sanat Mehta & Associates, Architect/Licensed Surveyor (License/ Registration No. M/287/LS) and has been inspected on 21/05/2009 and I declare the development has been carried out in accordance with regulations and the conditions stipulated in the Commencement Certificate No. CIDCO/VSR/CC/BP-3817/E/2961 dated 20/07/2007 and Amended Plan approval No. CIDCO/VSR/AM/BP-3817/E/1418, dated 02/06/2008, issued by the CIDCO and permitted to be occupied subject to the following conditions :-

1. No physical possession to the residents shall be handed over by the applicant developers/owner unless power supply and potable water is made available in the flat and also mosquito proof treatment certificate is obtained from the concerned Municipal Council.
2. You will have to provide necessary infrastructural facilities on site and also the improvement/ repairs to them will have to be done at your own cost and risk to the standards that may be specified by the Planning Authority any time in future. These infrastructure are mainly the drainage arrangement for storm water disposal by putting pump rooms etc., electric arrangements and improvement, shifting of poles to suitable locations, collection of solid waste, arrangement for conveyance and disposal of sullage and sewage without creating any insanitary conditions in the surrounding area, channelisation of water courses and culverts, if any.
3. Notwithstanding anything contained in the occupancy certificate conditions it shall be lawful for the Planning Authority to direct the removal or alteration of any building or structure erected or use contrary to the provision of this sanction. Planning Authority may cause the same to be carried out and recover the cost of carrying out the same from grantee/successors and every person deriving titles through or under them.

*AS*

Contd.... 2.



**CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED**

Ambika Commercial Complex, Second Floor, Vasai (East), Dist. Thane - 401-210.

Phones : (Code - 95250) 2390487 • Fax : (Code : 95250) 2390-166

Ref. No. CIDCO/WSR/POC/BP-3817/E/4536

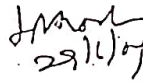
Date : 29/06/2009

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4. You are suggested to provide a solid waste disposal unit at a location accessible to the Municipal sweepers, to store/dump solid waste in 2 compartments of 0.67 CUM. & 1.33 CUM. capacity for every 50 tenements or part thereof for non-bio degradable & bio-degreed-able waste respectively.
5. The Special Planning Authority reserves the right to enter the premises for inspection of maintenance of infrastructure facilities during reasonable hours of the day and with prior notice.
6. This certificate of occupancy is issued only in respect of 10 Flats contained in Residential Building No.2 (Gr.+ 4) and 16 Flats contained in Residential Building No.3 (Gr.+3) only.
7. Also you shall submit a cloth mounted copy of the As built drawing without which the Security deposit will not be refunded.

One set of completion plan duly certified is returned herewith.

  
EXECUTIVE ENGINEER (BP & VV)

  
29/6/09