

22/11/2016

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.ठाणे 5

दस्त क्रमांक: 12946/2016

नोदंणी : Regn:63m

गावाचे नाव: 1) मोधरपाडा

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

1900000

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)

3638800

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

1) पालिकेचे नाव:ठाणे म.न.पा. इतर वर्णन :सदनिका नं: रूम नं 901, माळा नं: 9 वा मजला,सी विंग, इमारतीचे नाव: अटलांटीस बिल्डिंग,फिआमा रेसिडेन्सी, रोड : मोघरपाडा,जी बी रोड ठाणे, इतर माहिती: मौजे मोघरपाडा,जि. ठाणे येथील झोन नं 21/82/1ब/2 असून सदनिकेचे क्षेत्रफळ 48.70 चौ मी कार्पेट((Survey Number : 57/2B,57/2C,57/3 ;))

(5) क्षेत्रफळ

1) 48.70 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहन ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

1): नाव:-मे फिआमा कन्स्ट्रक्शन कंपनी तर्फे भागीदार अमजद उस्मान खान यांच्या तर्फे कु मु म्हणून महेंद्र जाधव - - वय:-43; पत्ता:-प्लॉट नं: 1-2, माळा नं: -, इमारतीचे नाव: राधा निवास, ब्लॉक नं: -, रोड नं: घंटाळी मंदिर समोर, नौपाडा ठाणे , महाराष्ट्र, ठाणे. पिन कोड:-400602 पॅन नं:-AACFF0162E

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

1): नाव:-झैबुनीसा शौकत खान - - वय:-62; पत्ता:-प्लॉट नं: रूम नं 26, माळा नं: -, इमारतीचे नाव: संकली स्ट्रीट, , ब्लॉक नं: कांचवाला इंडस्ट्रीयल इस्टेट, रोड नं: मंडनपुरा मुंबई , महाराष्ट्र, मुम्बई. पिन कोड:-400008 पॅन नं:-CKOPK3574M

(9) दस्तऐवज करुन दिल्याचा दिनांक

22/11/2016

(10)दस्त नोंदणी केल्याचा दिनांक

22/11/2016

(11)अनुक्रमांक,खंड व पृष्ठ

12946/2016

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

224800

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

30000

(14)शेरा

अनुच्छेद :- :

वह दुव्यम निवंधक ठाणे क. ५

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

URED GOV सुरक्षित बक व काषागार पावल ERNMENT OF BANK & TREASURY महाराष्ट्र MAHARASHTR 원 [작 1 RECEIP e-

mt Txn id :
mt DtTime :
hallanIdNo: ank/Branch: id IBKL - 6910317/THANE 105728862 19-NOV-2016@19:09:16 69103332016111951031 1201-THANE Stationery No Print DtTime GRAS GRN Office Name No: 14091689352097 19-Nov-2016@19:09:37 MH006097606201617S IGR117-THN5_THANE NO 5

Name

0030046401-75/STAMP DUTY R 2,24,800/- (Rs Two, Two Four, Eight Zero Zero only)

tDuty

Amt Schm: istrict

gnFee Schm: 0030063301-70/Registration R 30,000/- (Rs Three Zero, Yees Zero Zero Zero only)

rticle: B25-Agreement to sell/Trans rop Mvblty: Immovable rop Descr: C 901, Fiama Residency, Near da, Thane, Maharashtra, 400615 sell/Transfer/Assignment Consideration: R 19,00,000/marimata t, Owale, Ghodbunder Road, Mogharp

Bank ther Payer: PAN-CKOPK3574M, Zaibuni PAN-AACFF0162E, Fiama C Construction Khan n Co

uty

officiall Name

Please write below this line

ank

THE

2003

official2

Na





दस्त क्रमांकी ace 2098

e-SBTR IS VALID UPTO SIX MONTHS FROM THE DATE OF PAYMENT.

or









AGREEMENT FOR SALE



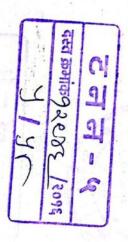
Agreement Value Rs. 19,00,000/Market Value Rs. 36,38,800/-

Stamp Duty Paid Rs. 2,24,800/-

Registration Fees Rs. 30,000/-

THIS AGREEMENT FOR SALE is made and entered into at THANE,

on this 22nd day of November 2016,



BETWEEN

meaning thereof be deemed to mean and include the existing partner, last surviving No. AACFF0162E , having its office registered under the provisions of Indian Partnership Act, 1932, having under PAN PROMOTER" (which expression shall unless it be repugnant to the context or M/S FIAMA CONSTRUCTION COMPANY, a Partnership Firm constituted and of the ONE PART; partner/s, successor in title, executors and administrators of last surviving partner) Road, Naupada, Thane-400 602, at 1/2, Radha Niwas, Opp.Ghantali Mandir, hereinafter referred to as "THE

CamScanner

agricultural plot of land as per revenue records, i.e. Survey No.57/2B,57/2C,57/3, referred to as the 'SAID OWNER') are the owner, seized and possessed of and/or WHEREAS admeasuring 3516.24 sq. yards, equivalent to 2940 sq. meters, lying, being and "SAID PROPERTY"); described in the FIRST at Mogharpada, well at the relevant time, one MRS. SEEMA SNJAY SABLE, (hereinafter and sufficiently SCHEDULE written hereunder (hereinafter referred Near Mari entitled to immoveable Mata Mandir, Thane and property, more being particularly to as

AND WHEREAS by and under Development Agreement dated 14/11/2008

under Sr.No.TNN-02-09390 and TNN-02963.2010 Respectively mentioned in the said agreement; which is registered in the office of S.R.O., Thane herein, for the consideration and upon the terms and conditions, more particularly owners assigned the development rights of the said property to the Promoters , executed by and between the said owners and the Promoters herein, the

THE 1312/08 an 202.6.3.2010 Respectively. of the said property; which is registered in the office of S.R.O., Thane under Sr.No. AND upon the Promoters the requisite powers and authorities to initiate the development executed Irrevocable Power of Attorney on 13/2/08 and WHEREAS pursuant to the said agreement, the 202/6.3.2010 conferred said owners have also

AND WHEREAS the 7/12 extract showing the name of the said Owner is annexed herewith and marked as ANNEXURE 'A';

THES

MANE-5

Associates an Architect duly registered with the Council of Architectural-Work concerning development of the said property; prescribed by the Council of Architects with Mr. Makarand AND WHEREAS the Promoter has entered into а Standard Architects Toraskar Agreement

दस्त क्रमांक १२९४६

Engineer till the completion of the development of the said property; and drawings of the building/s to be erected in the said property and the Promoter **ENGINEERS** accepted the professional supervision of the said Architect WHEREAS as the Structural Engineers for the preparation of structural designs the Promoter has appointed TECH-LINE and CONSULTING



AND WHEREAS the Promoter has submitted to the Thane Municipal Corporation (hereinafter referred to as the 'SAID LOCAL AUTHORITY') and the said local authority by and under its sanction and permit bearing No. V.P.No.506/0054/09, dated 10/02/2010 has granted permission for development of the said property as per plans and specifications (hereinafter collectively referred to as the 'SAID SANCTIONED PLANS'). The copies of the said permit and commencement certificate are annexed hereto and jointly marked as ANNEXURE 'B';

AND WHEREAS under the circumstances, the Promoter alone has the sole and exclusive rights to sell the flats and premises in the building to be constructed by the Promoter on the said property and to enter into agreements with the purchaser/s of the flats and premises and to receive the sale price or consideration in respect thereof;

AND WHEREAS Mr. Tushar Shilotri, Advocate from Thane, by his Certificate of Title dated 9/7/2008 has certified that the title of the said previous owners to the said property and an authority of the Promoter, to develop the said property and sell the flats and the premises therein to the prospective buyers. The copy of said Certificate of Title is annexed hereto and marked as ANNEXURE 'C' in the copy of said Certificate of Title is annexed hereto and marked as ANNEXURE 'C' in the copy of said Certificate of Title is annexed hereto and marked as ANNEXURE 'C' in the copy of said Certificate of Title is annexed hereto and marked as ANNEXURE 'C' in the copy of said Certificate of Title is annexed hereto and marked as ANNEXURE 'C' in the copy of said Certificate of Title is annexed hereto and marked as ANNEXURE 'C' in the copy of said Certificate of Title is annexed hereto and marked as ANNEXURE 'C' in the copy of said Certificate of Title is annexed hereto and marked as ANNEXURE 'C' in the copy of said Certificate of Title is annexed hereto and marked as ANNEXURE 'C' in the copy of said Certificate of Title is annexed hereto and marked as ANNEXURE 'C' in the copy of said Certificate of Title is annexed hereto and marked as ANNEXURE 'C' in the copy of said Certificate of Title is annexed hereto and marked as ANNEXURE 'C' in the copy of said Certificate of Title is annexed hereto and marked as ANNEXURE 'C' in the copy of the cop

AND WHEREAS by the Deed of Conveyance dated 25.06.2014, registered in the office of S.R.O. Thane – 2 at Doc. Sr. No. TNN-2-5229-2014, the original owners Smt. Seema Sanjay Sabale has absolutely conveyed, transferred and sold the said landed property to and in favour of the promoters herein;

AND WHEREAS the Thane Municipal Corporation (hereinafter referred to as the 'SAID LOCAL AUTHORITY') has accordingly issued the Commencement Certificate for the commencement of the construction over the said property vide .C. no.S06/0054/09 dated 22/01/2016 (hereinafter referred to as the 'SAID COMMENCEMNET CERTIFICATE'). The copy of the said commencement certificate are annexed hereto and jointly marked as ANNEXURE 'C';

AND WHEREAS the Purchaser has demanded from the Promoter and the Promoter has given inspection to the Purchaser of all the documents of title relating to the said property; the said orders and the plans and specifications prepared by the said Architects and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation and Promotion of Construction, Sale, Management and Transfer) Act, 1963, (Hereinafter referred to 'THE MOF ACT') and the rules and regulations made there under;

CS CamScanner

0

said Complex, with all the general amenities and facilities, being constructed in annexed hereto and marked as ANNEXURE 'E'; Floor plan showing the said flat No. 901 said property; hereinafter collectively referred to as the 'SAID PREMISES'. Atlantis, C Wing , Fiama Residency,Mogarpada,g.b.road Owale,Thane West.on the No.**901**, admeasuring **48.70** sq. meters. carpet on **9**th floor, in the building, i.e. the said sanctioned plans, the Purchaser applied to the Promoter for allotment of flat AND WHEREAS being satisfied with the inspection of the said documents including is shown in yellow colour on the plan

hereinafter appearing; facilities for the lump sum price or consideration and upon the terms and conditions agreed to sell to the Purchaser the said premises with all general amenities and AND WHEREAS relying upon the said application and declaration, the Promoter has

provisions of Registration Act, 1908; in fact these presents; and also to get registered the said Agreement under the execute the written Agreement for sale of the said premises to the Purchaser being AND WHEREAS under Section 4 of the said MOF Act, the Promoter are required

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

1.PROMOTOR TO CONSTRUCT RESIDENTIAL AND COMMERCIAL COMPLEX:

Competent Authority. modifications and/or variations as detailed hereinafter as may be considered inspected and accepted by the Purchaser, and/or its further amendments and/or The Promoter shall develop the said property in accordance recession by Promoter and approved by the Local Authority and/or any other sanctioned Plans approved by the said local authority and which have with the been

2:DISCLOSERS BY PRMOTERS AND ACCEPTANCE BY THE PURCHASER:

binding upon him and upon those claiming through and under him as under: Purchaser has ascertained to his satisfaction and has irrevocably accepted as The Promoter has disclosed to the Purchaser and after going through the relevant records and sanctioned plans and after thorough discussions and deliberations,

इस्त क्रमांका है। शिक्षिक के पहिल्ली rther aware that under the said laws, rules, and regulations, said premises agreed to be purchased by the Purchaser under this Agreement. Promoter shall NOT be entitled to make any change or variation in the area of the SAVE AND EXCEPTITHE AFORESAID RESTRICTION, otherwise, the Promoter is at a) The Purchaser is aware that under the prevailing laws, rules and regulations, the

1 20 is

liberty and is entitled, with prior approval from the concerned authorities; but without requiring to obtain any further consent or concurrence from the Purchaser to get amended, revised and/or modified the construction plans of the said Property; and/or to amalgamate the said property with any adjoining property. The promoter is further at liberty to make the changes, amendments and modifications in the said sanctioned plans including the change in height of the building, the size and locations of the open spaces. The Promoter further is entitled to make any other changes whatsoever in the planning of the entire complex, except that of the premises, which is agreed to be sold hereunder.

It is specifically agreed and understood that for making aforesaid changes, the Promoter is not required to obtain any consent or concurrence from the Purchaser, Without prejudice to the above, if at all such consent or concurrence is required to be obtained from the Purchaser, then and in that case, the Purchaser may accord his consent and concurrence for making all and every of the aforesaid changes as may be desired by the Promoter.

a)The Promoter shall be entitled to consume the Floor Space Index (FSI) on the said property which may be presently available as per prevailing rules and regulations as well as which may become available in future due to changes in laws, rules and regulations, in further construction in the said property or by transferring such FSI on some other property. The Promoter further shall be entitled to purchase the Transferable Development Rights (TDR) from elsewhere and to load, use and utilize the same in further construction in the said property by constructing additional floors on existing buildings or constructing additional buildings as per law, rules and regulations for the time being in force. The Purchaser shall not be entitled to raise any objection for utilization of such FSI/TDR from other properties to said property or FSI/TDR from the said property to other properties. Such additional structures and storey/s shall be the property of the Promoter along and the promoter shall be entitled to sell and dispose off and otherwise to deal with the same, at Promoter's sole discretion without requiring to render any account thereof or to obtain any further or separate consent or concurrence from the surchaser.

a) The Promoter further shall be entitled without requiring to obtain any consent of concurrence from the Purchaser, to grant the right of way over the said property to the adjoining properties belonging to the Promoter or belonging to the third party for such consideration and upon the terms and conditions, the Promoter may at its sole discretion may deem fit and proper and such decision and action of the Promoter shall irrevocably binding on the Purchaser and Society/ies to be formed in the said property.

b)The Promoter has reserved the right to give the open space around the building and space under the stilt and terrace in the said property for the purpose of car

All-

نه سالنگ

12095

periodical nominal contribution per year to the said society in token of such right shall be incorporated in such conveyance. The Promoter or its nominee/s shall pay said property is conveyed to the said society and the clause containing such rights as the Promoter may desire. The said rights shall continue to subsist even after the Purchaser herein shall not be entitled to any abetment in the price of the said not be entitled to any rebate and/or concession in the consideration of the said they may derive out of such use of open space/stilt/terrace. property. The Promoter or its nominee/s shall be exclusively entitled to the income which will be transferable and heritable even after the conveyance of the said hoardings, sign boards and/or for any other purposes on such terms and conditions parking except the parking alloted to the purchaser herein, garage, for putting up the premises allotted to the Purchaser. rights to any person in respect of the other premises, i.e. except the premises other and/or stilt/terrace, etc. The Promoter shall be entitled to transfer or assign such Promoter their agents servants etc. to enter into and upon the said property and premises or object to the said for any reason whatsoever and shall allow the said buildings for the purpose of use or enjoyment of the said open space on account of reservation of right by Promoters as aforesaid. The Purchaser shall

aforesaid by itself or through its nominees or assigns. b)The Promoter further shall be entitled to carry out the intended Development as

3.AGREEMENT TO SALE AND PURCHASE:

pertaining to the said premises. The premises Purchaser/s agree/s to pay the said consideration to the Developers, in the following manner: referred to as the 'SAID PREMISES' and as more particularly described in the in Atlantis Bldg, with all the general amenities and facilities, hereinafter collectively 901, C wing admeasuring 48.70 sq. meters. carpet on 9th floor, being constructed the Purchaser, by accepting the rights of the Promoter as stated in this Agreement, SECOND hereby agrees to purchase from the Promoter, the said premises being flat No. clauses written hereunder, the Promoter hereby agree to sell to the Purchaser and Subject to the rights of the Promoter as stated in foregoing clauses and other Nineteen lakhs only), which is inclusive of proportionate cost of common areas as Annexure "B" at or for the lump sum consideration of Rs. 19,00,000/-SCHEDULE written hereunder and shown on the Plan thereof hereto

PURCHASER'S AGREEMENT TO PAY CONSIDERATION:

CFIVE Lakhs-Off() will be paid by the Purchaser at the time of possession. The Burchaser has already paid Approximately 74% of the agreement value as in the Receipt written hereunder and the balance amount of Rs.**5,00,000**/- (Rupees Promoters on or before the execution of these presents by cheques/DD as detailed Booking Amount of Rs.14,00,000/- (Rupees Fourteen Lakhs only) to

76/06 323860400 1222

in the Receipt written hereunder and the balance amount of Rs.5,00,000/- (Rupees Five Lakhs Only) will be paid by the Purchaser at the time-of possession.

4A) The promoter shall forward to the purchaser at the address given by the Purchaser in this Agreement intimation recording the promoter having commenced the aforesaid work. The purchaser shall be bound to pay the amount of the installments within 8 days from the date; the promoter has dispatched such intimation under certificate of posting or through courier Service with due acknowledge at the address of the Purchaser as given in this Agreement. The promoter shall obtain and kept in its office situate at the said property for the inspection by the Purchaser, the certificate of its Architect certifying that the promoter has commenced the work and such certificate shall be valid and binding upon the Purchaser and Purchaser agrees not to dispute the same. If the purchaser makes any delay or defaults in making payment of any of the installments referred hereinabove then the Promoter shall be entitled to charge for over due period interest at the rate of 18% per annum on all such overdue installments.

5. PURCHASER'S AGREEMENT TO PAY FURTHER AMIONTS:

a) The Purchaser agrees to pay to the Promoter in addition to the consideration provided hereinabove, the following amounts:

The Purchaser shall on or before delivery of the possession of the said premises, keep deposited with the Promoter: Rs.15,000/- (Rupees Fifteen Thousand Only) Towards Society Formation, Share Money & Legal Charges

Rs.25,000/- (Rupees Twenty Five Thousand Only) Towards Solar Water Heater System

Rs.60,000/-(Rupees sixty thousand Only) Towards Development & Infrastructure Charges.

Rs.50,000/- (Rupees Fifty thousand Only) Towards MSEB Deposit, & Charge

Rs.20,000/- (Rupees Twenty Thousand Only) Towards Water Connection.

Rs.76,800/- (Rupees Seventy Six Thousand Eight Hundred Only) Towards advance Maintenances Charges @ Rs.4/- per sq.ft For 24 months

b)Commencing a week after notice in writing is given by the Promoter to the Purchaser that the said premises is ready for use and occupation and thereafter on 5th of every month, the Purchaser shall pay to the Promoter the Purchaser's proportionate share of outgoings as may be estimated by the Promoter as its sole discretion towards local taxes, cess, duty or such other levies b the TMC and/or the

مرينع ٦

Govt. water charges,insurance premium,contribution towards common repairs to the building in its common area, access road, salaries of clerks, bill collector, chowkidars, sweepers, electricity charges for its consumptions in common area and for common benefit and all other expenses necessary and incidental to the management and maintenance of the said property including the buildings and the amenities therein. The purchaser shall not withhold the said payment for any reason whatsoever. In order to avoid possibility of non-payment of said expenses and resultant inconvenience to all premises purchasers, the purchaser shall pay such estimated monthly installments for 12 months in advance at the time of taking possession of the said premises.

- b) The Purchaser shall further pay such amount as the promoter in its sole discretion may decide towards his proportionate contribution for maintenance of common amenities.
- c) The amount so paid by the Purchaser to the promoter under (a), (b) and (c) shall not carry any interest and remain with the promoter till a conveyance is executed in favour of society/Apex society/societies. On such conveyance being executed in favour of society/apex society/societies after deducting there from all the expenses including those mentioned in sub-clause (a),(b) and (c) above, the surplus-if any, shall be handed over, without interest, by the Promoter to the society or Apex Body or as the case may be any deficit amount shall be recovered from the Purchaser and the Society. It is specifically agreed and understood by the Purchaser that if the Purchaser or any of the Purchasers in the building in which the said premises is to be located, commits default in contributing their respective share towards aforesaid expenses, then and in that case, the promoter shall be relieved of their obligations of providing such services and shall not be liable or responsible for thardship or inconvenience, if any caused to the Purchaser and other purchasers and the spelet.

b) The purchaser shall further pay an amount of Rs. . 2,31,800/-(Rupees Two lakh Thirty One thousand Eight Hundrerd only) in aggregate as and when the same is demanded by the promoter, but essentially before demanding possession of the said premises as his contribution towards expenses to be incurred by the Promoter to meet various expenses including electricity, Meter Deposit, Electrical cable, sub-station—if required, water deposit and Supply lines, out of pocket

expenses of whatsoever nature.

दस्त क्रमांक 92 शहर /२०१६

shall be collected as "ASCERTAINED EXPENSES" to be incurred by the promoter and therefore the promoter shall neither be entitled to demand addition amount on account of deficit in actual expenses and nor be under obligation to maintain separate account thereof and/or render account thereof to the Purchaser or to the

all while

society as the case may be and Purchaser shall also be not entitled to demand such account from the Promoter of such amount.

- b) The Purchaser shall further pay Municipal and revenue taxes, NA taxes, local taxes, cess duty or such other levies by local authority and/or by govt. Departments and other statutory outgoings of his share due and payable from the date of issuance of occupation certificate of concerned building or as and when demand is made by the concerned authorities, whichever is earlier. The promoter shall not be liable for any consequences for non payment of municipal and other charges as above taxes for the reasons or on the grounds whatsoever.
- b) If the sale of the said premises contemplated under this Agreement is covered under the Service tax or such other tax which is or will be imposed by the Central/State Govt. and/or local body, the same shall be borne and paid and reimbursed by the Purchaser alone.
- b) The Purchaser further shall pay to the Promoter interest at 18% p.a. on all the amounts which may remained overdue and payable by the Purchaser to the Promoter under the terms of this agreement.

6. COMMON AMENITIES AND FACILITIES:

The Promoter shall provide the amenities and facilities in the said premises as per Annexure 'G' annexed hereto without charging any additional consideration therefore.

7. ADMISSION AS MEMBERS TO THE SAID SOCIETY:

The Promoter has assured the Purchaser/s that the said society shall admit the Purchaser/s as the member/s of the said society.

8. AGREEMENTS / COVENANTS AND UNDERTAKING BY THE PURCHASER:

The Purchaser hereby expressly agrees and covenants with the Promoter that:

a) In the event of all floors of the said proposed buildings on the said property being not ready for occupation simultaneously and in the event the Promoter granting License to the Purchaser to enter upon the said flat then and in that event the Purchaser shall not raise any objection to the Promoter on the ground of nuisance, annoyance or any other ground or reason whatsoever, for completing the constructions of the remaining floor/s or the buildings in the said property 2005.

The Promoter shall be entitled to carry out and complete the remaining work by themselves or by assigning the same to any third party, as their sole discretion.

بيانية و

b) Provided that it does not in any way affect or prejudice the rights of the Purchaser in respect of the said premises, the Promoter at Promoter's sole discretion shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said property.

c)Save and except the said premises hereby agreed to be purchased, the Purchaser shall have no claim, on all other premises and areas including stilt, terrace and open spaces around the said building and the balance portion/s of the said property including layout road, open spaces, etc., which shall always remain the property of the Promoter until the whole of the property is transferred to the society/apex society as the case may be subject to the rights of the Promoter as contained in this agreement.

The Promoter has obtained a certificate of title of the said property, copy whereof is annexed hereto and marked as Annexure 'E'. The Purchaser has accepted the said title certificate and the Purchaser agrees not to to raise any requisitions on or objections to the title of the said Promoter and/or an authority of the Promoter to develop the said property.

- d) The Purchaser confirms that the Promoter has given to him free and complete inspection of documents of title and approvals from various authorities in respect of the said property including the agreements for development and other documents referred to hereinabove and the Purchaser confirms that only after inspecting the aforesaid document and all other approvals and being satisfied in respect thereof, the Purchaser has entered into this agreement.
- e) While accepting the possession of the said premises from the Promoter, the Purchaser shall satisfy about the quality of work and providing of amenities, etc., and after the Purchaser taking possession of the said premises, the Purchaser shall have no claim against the Promoter as regards the quality of the building material used for construction of the building or amenities provided and the nature of construction of the said premises or otherwise whatsoever.

f) In the event of society being formed and registered before the sale and disposal by the Promoter of all the premises, the powers and the authority of the society so formed shall be subject to the overall authority and control of the Promoter in respect of all matters concerning the said building/s the said property. The Promoter shall have absolute authority and control as regards the unsold flats and the sale and disposal thereof. Under such circumstances, the Promoter shall have undisputed right to sell the premises and parking space to any third party and to the sale and appropriate the consideration thereof for them.

with requisite share money and entrance fees, it shall be binding on Purchaser and

أريبالف

the society to accept such purchaser of unsold premises as member of the society without demanding any premium, donation or like amount thereof.

- g) The stamp duty and registration charges payable on this agreement and all incidental expenses there for shall be borne and paid by the Purchaser alone. The Purchaser shall, immediately after the execution of this agreement, lodge this agreement for registration with the Office of the Sub-Registrar of Assurances, Thane and inform within seven days from the date of such lodgment that serial number and the date of lodgment to the Promoter to enable the Promoter to attend the office of the Sub-Registrar and to admit execution hereof.
- h) The stamp duty and registration charges and expenses of and concerning the execution and registration of the conveyance to be executed shall be borne and paid by the Purchaser along with other Purchasers of flats and premises in the said property, in proportion of their respective holdings as and when demanded by the Promoter or the society as the case may be.
- i) Nothing contained in these presents shall be construed to confer upon the Purchaser any right, title and interest of any kind whatsoever into or over the said premises and/or said property or any part thereof such conferment shall take place only upon the execution of the conveyance in favour of the society to be formed.
- j) The Promoter shall in respect of any amounts remaining unpaid by the Purchaser under the terms and conditions of
- this agreement have a first lien and charge on the said premises agreed to be purchased by the Purchaser.
- k) All notices to be served on the Purchaser as contemplated under this agreement shall be deemed to have been duly served if posted to the Purchaser under certificate of posting or through courier services with due acknowledgement at the address given by the Purchaser and as recorded in title of this agreement or at the address notified in writing by the Purchaser to the Promoter after execution of this agreement.
- I) It is expressly agreed that the Promoter or his agent shall be entitled to put a hoarding and/or mobile receiving antenna on the said building on the said property or any part thereof and the said hoardings may be illuminated or comprised of Neon Signs and for that purpose the Promoter are fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of the said building or on the said property as the case may be and the Purchaser agrees not to object or dispute the same. Income derived from such hoarding and/or mobile receiving antenna shall be the income of the Promoter.

زيران ا

दस्त क्रमांक १२७% /२०१६

m) The Promoter shall be entitled to use the terrace including the parapet wall $_{
m for}$ any purpose including display of the advertisements and sign boards and $_{
m the}$ Purchaser shall not

be entitled to raise any objections or to claim any deductions in the price of the premises agreed to be acquired by him and/or claim any compensation or damage on the grounds of inconvenience or any other ground whatsoever from the Promoter.

- n) Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser by the Promoter shall not be construed as a waiver on part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoter.
- o) The Purchaser for himself and all persons claiming through the Purchaser with the intention to bring all persons into whosoever hands the premises may come, both hereby covenant with the Promoter as follows:
- i) From the date of possession of the said premises to maintain the premises at Purchaser's own costs, in good and tenantable repairs and condition and not to make any changes, alterations or additions to the said premises or any portion thereof and not to do or suffer to be done anything to the staircase, lift and any passage of the building in which the said premises is situate or which may be against rules, regulations and by-laws of the TMC or any other competent authorities concerned. In the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequences thereof to all those who are affected by the act and/or omission by the Purchaser and/or to the TMC and/or the authorities concerned.
- ii) To use the premises for any commercial purpose except hotel and Hospital and thereafter not to change the user of the said premises for which it is being sold.
- iii) Not to store in the said premises any goods which are hazardous, combustible or of dangerous nature or are so heavy so as to damage the construction or structure of the building in which the said premises is situate or storing of which goods is objectionable by the TMC or other authorities.
- Not to carry or cause to be carried heavy packages to upper floor which may damage or is likely to damage any part of the building in which the flat is situate and in case any damage is caused on any account by the Purchaser, the Purchaser shall be liable to repair and restore it to its original position prior thereto.

v) Shall carry out at Purchaser's own costs all internal repairs of the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the Promoter to the Purchaser.

111

which may be in breach of the rules, regulations and bye-laws of the TMC and/or other authorities and the bye-laws of the society. In the event of the Purchaser

ريان ا

committing any act in contravention of the above provision, the Purchaser shall be taken as in breach and shall also be responsible and liable for the consequences thereof to the concerned authority, as also to the other Purchasers, if they get affected thereby.

- vii) Not to demolish or cause to be demolished the said premises or any part thereof and not at any time make or cause to be made any addition or alteration of whatever nature in or to the said premises or any part thereof nor to make any alteration in the elevation and outside colour scheme of the building in which the said premises is situate and keep the flat, sewers and drainage in the said premises and all appurtenances thereto in good tenantable repairs and condition so as to support, shelter and protect the other part of the building.
- viii) Shall not chisel or in any manner damage columns, beams, walls, slabs or RCC pardis or other structural members in the said premises.
- ix)Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building or any part thereof or whereby any increased premium shall become payable.
- x) Not to throw dirt, rubbish, rages, garbage or other refuse or permit the same to be thrown from the said premises in the open space surrounding the building or any part thereof or in the building common areas, install flower pots in balcony or windows.
- xi) The purchaser further shall not install flower bed in balcony or windows of the said premises.
- xii) Pay to the Promoter within 7 days of demand by the Promoter proportionate share of security deposit demanded by authority for giving water, electricity or any other service or amenities inn connection with the said premises.
- xiii) To bear and pay increase in local taxes, water charges, insurance, levy cess, duty, etc., which are imposed by the TMC and/or Government and/or other public authority, on account of any action/inaction by the Purchaser or otherwise as is applicable from time to time.
- benefit under this agreement or part with possession of the said premises until all the dues payable by the Purchaser to the Promoter under this agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and after the Purchaser has obtained in writing the specific No Objection from the Purchaser for such transfer and sale, etc.
- by the Promoter from time to time till the Promoter are in management and upon the society taking over management, to observe and perform the rules of the society adopted at its inception and any additions, alterations or amendments thereof that may be made from time to time, for protection and maintenance of the building and the flats therein and to observe and perform the building rules,

Pll,

زيالنل

Ca

12098

FIRST SCHEDULE ABOVEREFERRED TO

ALL THAT piece or parcel of land or ground, being non-agricultural plot of land as per revenue records, Survey No.57/2B,57/2C,57/3, admeasuring 3516.24 sq. yards, equivalent to 2940 sq. meters, lying, being and situate at Village Moghurpada, Next to Mari Mata Temple, Thane

SECOND SCHEDULE ABOVEREFERRED TO

ALL THAT premises, being flat No.901/C wing, admeasuring 48.70 sq. meters carpet on 9th floor, in the building, C wing Atlantis, which is constructed on the plot of land being non-agricultural plot of land as per revenue records, Survey No.57/2B, 57/2C,57/3, admeasuring 3516.24 sq. yards, equivalent to 2940 sq. meters, lying, being and situate at Village Mogharpada, Next to Mari Mata Temple, Thane.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THESE PRESENTS ON THE DAY AND YEAR WIRTTEN HEREINABOVE.

SIGNED & DELIVERED by the

Within named 'PROMOTER'

M/S. FIAMA CONSTRUCTION COMPANY

Through its partner

SHRI Mr. Amjad Usman Khan

In the presence of

Al-

Mr. Aslam Nazir Mirza

2) Mr. Mihir Navin Patel

The

SIGNED & DELIVERED by the

Withinnamed 'PURCHASER/S'

C 1) Mrs.Zalbunisa Shaukat Khan.

दस्त क्रमांक 92 ९४६ /२०१६

In the presence of

Mr. Aslam Nazir Mirza

Colom

2) Mr. Mihir Navin Patel

Mile



RECEIPT

(Rupees Fourteen Lakhs only) as under: RECEIVED of and from the within named Purchaser, a sum of Rs.14,00,000 /-

	4.00.000	0107/71/71	
DCB Bank	4 00 000/	12/12/2010	559987
DCB Bank	4,00,000/	12/12/2010	559963
1		10/10/10/10	110000
VOCAK DAILK	-,000,000,-		000001
Votal Bank	4 00 000/	12/12/2010	605002
ממא המוא	1,00,000,	,,	•
Kotak Bank	2.00.000/-	21/11/2010	000009
BANK	AMOUNI (RS)	CAIC	CUEROL NO.
2	1101112 (50)	DATE	CHECKE NO

WE SAY RECEIVED

RS.14,00,000/-

for M/S FIAMA CONSTRUCTION COMPANY

PARTNERS/PROMOTERS

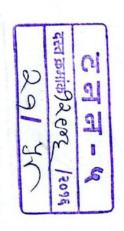
WITNESSES:

Mr. Aslam Nazir Mirza



2) Mr. Mihir Navin Patel







पावती क. बत्तिपेननामा जनमिन जनुक्रमाक 262/90 विनाक दस्तऐवजाचा प्रकार-भुश्वत्थार पर्ग सादर करणाराचे नाव--आक अनिवर अभिश्चरहील खालीलप्रमाणे की मिळाली: 900 नक्कल फी (फोलिओ पृष्ठांकनाची नक्कल फी टपालखर्च नकला किंवा ज्ञापने (कलम (४ ते ६७) शोध किंवा निरीक्षण दंड-कलम २५ अम्बये कलम ३४ अम्बये प्रमाणित नकला (कलम ५७) (फोर्किमो इतर फी (मागील पानावरील) बाब क. एकं विश्वाप्ता केंग दस्तऐवज

दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या नावे नोंदणीकृत दाकृते पाठवावा

हवाली करावा.

Bergin inang

सादंरकर्ता



दस्त क्रमांक ९२

स्थानेदाराची प्रत / Party Copy	
व्हता भारत महकारी बैंक लि.	
गेड्यून्ड येंक	
Thane Bharat Sahakari B	Sank Ltd.
Sche	duled Bank
गाखमं Br. Jhane	दिनांक / Date 31 3 2010
मुद्रांक शुंदक /Stamp Duty रू./Rs. 500	-2
सेवा आकारणी शुल्क /Service Charges रू./Rs.	15
No. of Documents	
Si Sales	
Andrew Words Live hundred	Tenonly -
m Document p	
15 15 15 15 15 15 15 15 15 15 15 15 15 1	
340.017	
मुद्राक के भाग विचे नाव - 182709 Cons	struction (c
Name of stamp duty paying party पत्ता / Address	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Kad Ag Landy	34 Ga. Floor.
1/2 010 Floor 2	hantali pon'
3 Road White	200/ Jack DAN
समोरच्या पक्षकाराचे नांत्र । Name of coupled party	pada Thanc
20000	ahendra Jade
व्यवहासच्या उद्देशाचेकारण / Purpose of transaction	12 hehdro Judhav.
G, Powar	OF. Attorney
1	4.
ऑर्डर ज्या बैंकेचा काढला आहे त्या बैंकेचे नाव / Name of	the Drawee Bank
5 On Mino El	
La Company P	C.
Cashie	अस्
61	Auth
नुत्रीक केलेले दस्तऐवज घेण्यास येताना ही पावती आणणे आवश्यक आहे./Th at the time of delivery of stamps.	is counte
at the difference of delivery of stamps.	

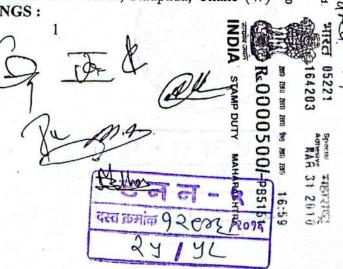




GENERAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, is We, M/S. FIAMA CONSTRUCTION CO., a Partnership Firm through its Partners (1) MR. ANWAR SHAMSUDDIN KASAM, (2) MR. AMJAD USMAN KHAN, (3) MR. RAVISH KARIM MAKANI, (4) MR. RAIS FARID MARCHANT, (5) MR. JABBAR USMAN KHATRI, (6) MR. FAROOQUE ABBAS KHATRI, both adults, Occ.: Business, having its Office at: Radha Niwas, Gr. Floor, 1/2, Ghantali Devi Road, Naupada, Thane (W) - 8400 602, SEND GREETINGS:

Rs. Hve. Howd
have Bharat Sahakari Bank Ltd.
sain Branch, Naupada, Thane.



WHEREAS we are developing a Commercial / Residential Project popularly known as Fiama Residency with Four Buildings namely OCEANIC 1 II, Atlantis & Marina on larger piece of land admeasuring about 2940 sq.mtrs, and bearing Survey No.57/2B57/2C-57/3 Village - Mogharpada, Thane Tal. & Dist. Thane, Registration District and Sub-District of Thane and within the limits of the Municipal Corporation of the City of Thane;

AND WHEREAS we are selling the Flats/ Shops and premises in the said Commercial / Residential Complex to the prospective buyers and are executing the agreements with such buyers;

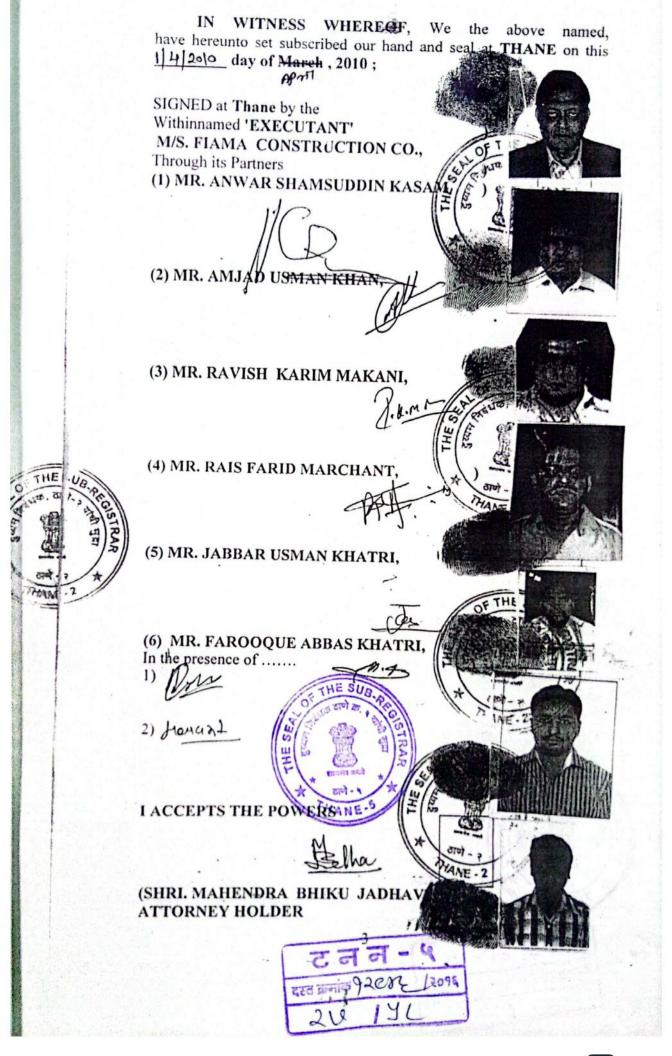
AND WHEREAS due to our pre-occupation, it is not possible for us to remain present before the registering authority and to admit the execution of such documents so executed by us, and, therefore, we are desirous of appointment a fit and proper person to be our lawful Attorney for the purpose.

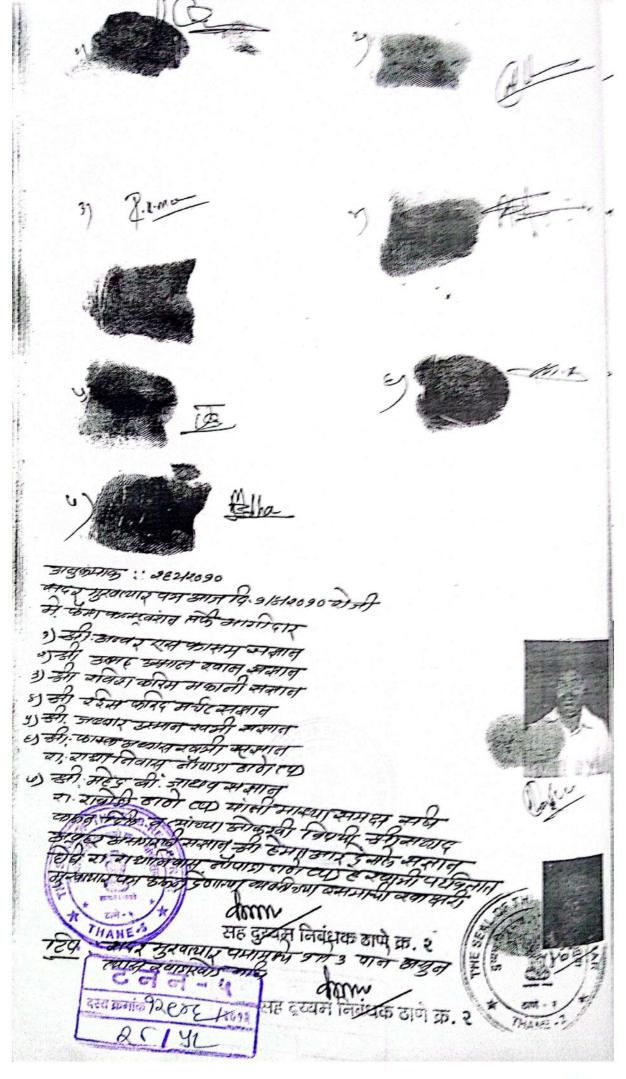
NOW KNOWN YE ALL MEN THESE PRESENTS WITNESSETH THAT WE THE EXECUTANTS ABOVENAMED, do and each of us doth hereby nominate, constitute and appoint our representatives SHRI. MAHENDRA BHIKU JADHAV, address at Shree Saidham Apt., 404, 4th floor, 2nd Rabodi, Thane (W) - 400 601, as our true and lawful attorney to do JOINTLY or SEVERALLY that following acts, deeds, maters and things i.e. to say:

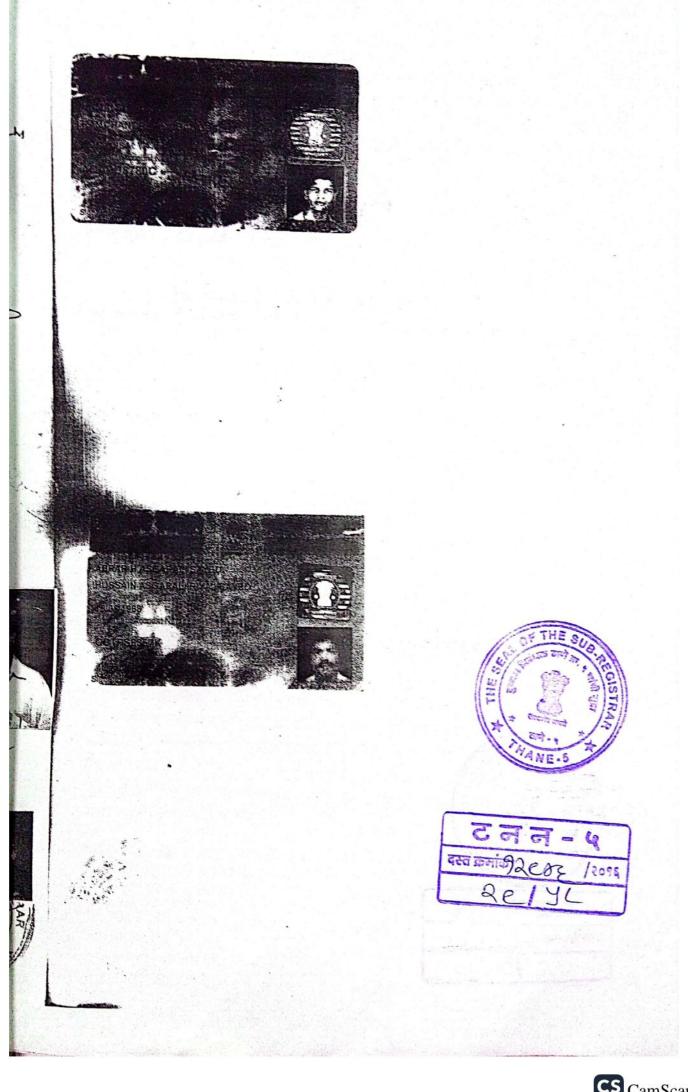
- TO SUBMIT before the Sub-Registrar of Assurances at Thane, the agreements for sale and other documents which we may, from time to time, execute and sign and to admit the execution of such documents before the registering authority.
- TO RECEIVE from the registering authority the document or documents so registered.
- AND GENERALLY to do all other acts, deeds, matters and things necessary for the limited purpose of getting the documents duly registered from the Sub-Registrar's Office.

4. AND WE HEREBY AGREE AND UNDERTAKE to allow, ratify and confirm all and whatever the Said Attorneys shall lawfully do in the premises with jointly and severally as aforesaid by virtue of these presents.

टनन ५ दस्तक्षमांक9२८४२ १२०५६ २८१५८ 2 Andrew (C)









कुलमुखत्यार पत्राचे घोषणापत्र

18 5 1 20 1 20 1 6

Me Men

कुळमुखत्यार पत्राचे घोषणापत्र लिसून देणार





THANE MUNICIPAL CORPORATION, THANE

(Regulation No. 3 & 24) SANCTION OF DEVELOPMENT AMENDEDPERMISSION / COMMENCEMENT CERTIFICATE

For :- Building Wing 'C' - 2nd (pt) Floor + 3rd to 9th Floors Utilised D.R.C. No. 69 (Res.)

C.C. For :- Building Wing 'C' - 2nd (pt) Floor + 3rd to 8th Floor only S06/0054/09 TMC/TDD & 6/92 Makarand Toraskar&Asso. (Architect) To, Shri/Smt. _ Date : 29/8/092.

A-101, Royal Crown, Kajaari Wadi, Khopat Thane (W) Smt. Seema Sanjay Sabale (Owners)

M/s. Fiama Construction Company (P.O.A.H.)

With reference to your application No. 1378, dated 24/05/12 for development permission / grant of Commencement certificate under section 45 & 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry our development work and or to erect building No. As Above. in village Mognarpada Sector No. 6 Situated at Road/Street W.D.P. Rd. S No. / C.T.S. No. / F.P. No. S. No. 57, H. No. 2B, 2C, 3

the development permission, the commencement certificate is granted subject to the following

1) The land vacated in consequence of the enforcement of the set back line shall form Part of the public street,

2) No New building on part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted
 3) The development permission // Commencement Certificate shall remain valid for a period of one year Commencing from the date of its issue.

4) This permission does not entitle you to develop the land which does not vest in you.

५) यापूर्वी देण्यात आलेला जोताप्रमाप्रापन क ठामपा/शिविव/पीसी/०१४५/१२, दि.१६/०४/२०१२ या मधील सर्वधीत सर्वि अटी आपणावर वंधनाकारक राहतीलें।

६) वापर परवान्यापूर्वी स्टक पाकिंगची यंत्रणा बसंविणे व कार्यान्वित करणे आवश्यक व त्याबाबतचा संबंधित विभागाचा काम पूर्णत्वाचा दाखला सादर करणे आवश्यक राहील.

७) अग्निशमन विभागाकडील दि.२१/०६/२०१२ रोजीच्या दाखल्यातील अटी विकासक यांचेवर बंधनकारक राहील.

८) विंग 'सी' इमारतीच्या नवव्या मजल्याची सी.सी. भूखंडावरील अस्तित्वातील तोडावयाचे दर्शविलेले बांधकाम तोडल्यानंतर देण्यात येईल.

WARNING: PLEASE NOTE THAT THE DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS

AMOUNTS TO COGNASIBLE OFFENCE PUNISHABLE UNDER THE MAHARASHTRAREGIONAL AND TOWN

PLANNING ACT. 1966.

रशाबधाना ें हूँ: नकाशान्तार बांशकाम न करणे नगेच विक**िर्धार्भण,** नियमायलानमार साध्यक्षक स्था Office Stamp अकार क्या करते, महामान्य Date गाग स्वनः अधिनियनामं कलम् ::

पर क्यालका गुरु आहे. सालाई कणबंह

Yours faithfully,

Town Development Department





THANE MUNICIPAL CORPORATION, THANK

AMENDED PERMISSION / COMMENCEMENT CERTIFICATE (Regulation No. 3 & 24) SANCTION OF DEVELOPMENT

For :- Building Wing A - Stilt + 7 Ploors
Wing B - Stilt + 7 Ploors

WingsCi+Stilt+江京中国joor + 2nd Floor (Pt.)

Toraskar&Asso. IMC/IDD 2,850 Date: 12

Shri ica jaari Wadi, Khopat Thane (W)

Owners) (P.O.A.H.)

ulding No. Withrefere Vo. / F.P. TAMO? Ħ Daney Commen mated at Road/Street 6.0 ment work and or to for development 69 .01 the

Part of the p elopment pe The land y in conseque ect to the following

No New bui remitted to ifof si 0.0 back line shall form ex granted. be occupied or

alid for his pen e year.Commenc you to d est in you. shall remain

₹.90% 80 $\tilde{\circ}$ Wichlightigh. 188/90, /99,

स्याकडील तोडावयाचे अस्तित्यातील वांधकाम प्रथम वापर परवान्यापूर्वी हटविण रक रहिताल

महे व याबाबत विकासकानी सादर केलेले दि.२१/०३/२०१२ रोजीचे हमीपत्र

धनकारक राहील

PLANNING ACT. 1966. UNDER THE MAHARASHTRA REGIONAL AND TOWN PLEASE NOTE THAT THE DEVELOPMENT IN AMOUNTS TO COGNASIBLE OFFENCE PUNISHABLE CONTRAVENTION OF THE APPROVED PLANS

दस्त क्रमाज्य

ack

३०%

9

आवश्यक, त्या

मानशान.

या चवर्ता

न स्त्रव

प्रमान्तानुसार

Yours faithfully,

CamScanner

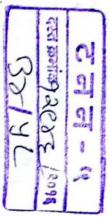
AMENITIES

- Attractive Building Elevation
- Earthquake resistant RCC Frame Structure
- Semi-Acrylic exterior paint.
- Distemper finish internal wall surface.
- 2.0×2.0 elegant vitrified flooring in all rooms & passage.
- Sicko fittings in bathroom and toilet / concealed pluming with hot 7 cold mixing units with shower. Ceramic designer tiles in bathroom & WC till ceiling height.
- Concealed electrical wiring with modular fittings.
- Powder coated aluminum sliding windows with marble frames.
- Good quality internal flush doors with oil paint on one side. Good quality wooden decorative entrance door with night latch & fittings.
- Non wood FRP doors for Bath & W.C.
- Elegant marble / granite entrance foyer. Stilt, staircase shall have Kota / Tandoor flooring / Tappa.
- T.V., Telephone connection points will be provided.

COMMON FACILITIES

- TMC water supply & bore-well water in tollets.
- Good quality lift.
- Good quality waterproofing
- Water System.







THANE MUNICIPAL CORPORATION, THANE (Registration No. 3 & 24) SANCTION OF DEVELOPMENT PERMISSION / COMMENCEMENT CERTIFICATE

AMENDED

For Building Wing 'C' - Stilt + 10th + 12th Floors + 13th (pt) Floor

<u>Utilised D.R.C. No. 070 (Res.)</u>

TAGE
P. No. <u>s06/0054/09</u> TMC/TDD 11662 16 Date: 22 1 1 20 16
A 101, Royal Crown, Kajaari Wadi, Khonat Thane (W)
Snrt. Seema Sanjay Sahale (Owners)
M/s. Fiama Construction Company (P.O.A.H.)
With reference to your application No.13485 dated 07/03/15 for development
alssion / grant of Confinement configuration.
ilding No. As Above in village Mogharpada Sector No. S.No. 57, Situated 2B, 2C, 3.
S. No. / G.S.T. No. / F. P. No.
charpada, Thane edevelopment permission / the commencement certificate is granted subject to the following iditions.
iditions.
1) The land vacated in consequence of the enforcement of the set back line shall form Part of
2) No new building or part thereof shall be occupied or allowed to be occupied or permitted
3) The development permission / Commencement Configuration
in spermission does not entitle you to develop the land which does not vest in you
🖟) यापुर्वीच्या सुधारीत परवानगी/सी.सी. प्रमाणपत्र क्र.ठामपा/शविवि/०५८२/१२, दि.१२/०४/२०१२,
सुधारोत परवानगी प्रमाणपत्र क्र.ठामपा/शविवि/६७९/१२, दि.२१/०९/२०१२, सुधारीत सी.सी.
प्रमाणपत्र क्र. ठामपा/शिववि/०८१०/१३, दि.१३/०३/२०१३, वापरपरवाना प्रमाणपत्र क्र.
जामपा/शिविवि/ओसीसी/०१२५/१४, दि.२२/०४/२०१४ मधील अटी बंधनकारक राहतील.
६) पुढील कोणत्याही परवानगी पुर्वी प्रस्तावित पञ्चल पार्किंगसाठी अग्निशमन विभागाकडील ना हरकत 🛮 💯 👸 👙 🙋
टावना मादर करागे आवश्यक राहील
७) वापर परवान्यापूर्वी सुरक्षेच्या दृष्टीने इमारतीचे आतील भागात व बाहेरील भागात सी.सी. टि.व्ही.
यंत्रणा बसविणे व ती कार्यान्वित करणे आवश्यक आहे.
IRNING : PLEASE NOTE THAT THE DEVELOPMENT IN
CONTRAVENTION OF THE APPROVED PLANS
AMOUNTS TO COGNASIBLE OFFENCE PUNISHABLE
UNDER THE MAHARASHTRA REGIONAL AND TOWN PLANNING ACT. 1966
TEAUNING ACT. 1900
Yours faithfully, C C C C
ce No रस्त क्रमांक १२ एकर् /२०१६
se Stamp
1. 39/9/
Municipal Corporation of
the city of, Thane.
7
■ #MANNENGERON - FOUNDED HOLDEN - HOLDEN HOLDEN HOLDEN HOLDEN WEIGHT # 1990 # 1990 # 1990 # 1990 # 1990 # 1990 # 1990 # 1990 # 1990 # 1990 # 1990 # 1990 # 1990 # 1990 # 1990 # 1990 # 1
FERRY STANDERS (CARPETER CO.) 그는

- ८) इमारत क्र.'सी' च्या सदिनिकेच्या बदलावाबत व टी.डी.आर. वापराबाबत विकासक गांनी दि.२२/१२/२०१५ रोजी दिलेले हमीपत्र त्यांचेवर बंधनकारक राहील.
- .९) L.B.T. बाबत विकासकांनी दि.१६/१२/२०१५ रोजी दिलेले हमीपत्र त्यांचेवर बंधनकारक क्
- १०) प्रकल्पाअंतर्गत महिला कामगारांच्या संख्येबाबत विकासक यांनी दि.१६/१२/२०१५ रोजी ि हमीपत्र त्यांचेवर बंधनकारक राहील.
- ११) वापर परवान्यापूर्वी पद्मल पार्किंग यंत्रणा बसविणे व कार्यान्वित करणे विकासक यांचेवर बंधनक राहील.

सावधान "मंजूर पकारामुसार पांधवोम न करणे तसेच विकास निर्यक्तम निर्वाचानितृतार आवश्यक त्या राजगण्य म देश योषध्यय राज करते, महत्त्वप

WARNING : PLEASE NOTE THAT THE DEVELOPMENT IN CONTRAVENTION OF APPROVED PLANS AMOUNTS TO COGNASIBLE OFFENCE PUNISHABLE UNDER MAHARASHTRA REGIONAL AND TOWN PLANING ACT.1966

Yours faithfully

Office No.

Office Stamp

Date:

Issued

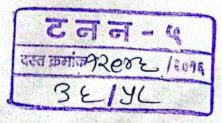
Town Development & Planning Off Town Development Department

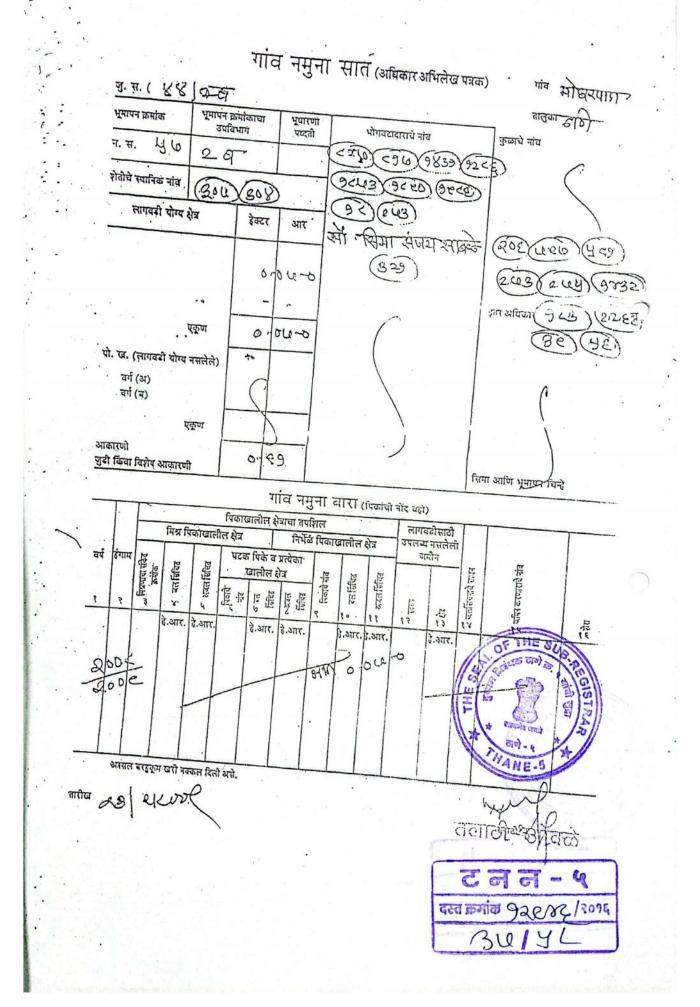
> Municipal Corporation of The City of Thane.

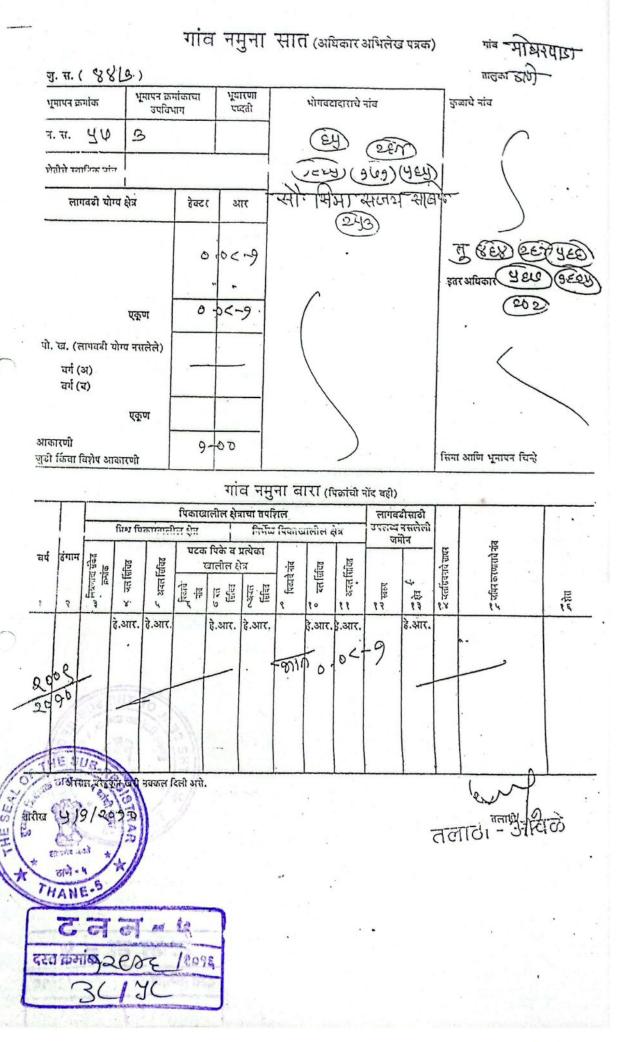
Copy to :-

- 1) Dy. Municipal Commissioner Zone.
- 2) E.E. (Encroachment)
- 3) Competent Authority (U.L.C)
- T.I.L.R. For necessary correction in record of Land is affected by Road, Widening/reservation.











क्र.महसूल/क-१/टे-१/एनएपी/एसआर- ४०/२०१० जिल्हाधिकारी कार्यालय उपणे दिनांक **११** 2 JUL 2010

वाचले :-

- सौ.सिमा संजय साबळे, रा. बी/३/४/१२०२, रौनक पार्क, पोखरण रोड नं.२ ठाणे यांचा दिनांक ११/०३/२०१० रोजीचा अर्ज.
- २) दैनिक ' महाराष्ट्र जनमुद्रा 'मध्ये प्रसिध्द केलेला जाहीरनामा दिनांक २३/०३/२०१०
- 3) वाणे महानगरपालिको यांचेकडील बांधकाम परवानगी पत्र क्र.व्ही.पी. जं. एस-०६/००५४/०९, टिएमसी/टिडीडी-०१९४/१०, दिनांक १०/०२/२०१०
- 8) तहसिलदार ठाणे यांचेकडील स्थानिक चौकशी अहवाल व स्थळपाहणी अहवाल पत्र क्र.महसूल /क-१/टे-२/जिमिनबाब/एसआर-४२, दिनांक २२/०४/२०१०.
- ५) विशेष भूसंपादन अधिकारी यांचेकडील पत्र क्र.सामान्य/का-१/टे-३/भुसं/एसआर-२२२, दिनांक ११/०२/२०१०
- ६) अर्जदार यांनी सादर केलेले दिनांक २७/०४/२०३० रोजीचे सत्यप्रतिज्ञापत्र
- ७) युएलसीकडील आदेशावाबत अर्जदार यांनी दिलेले दिनांक २७/०४/२०३० रोजीचे शपथपत्र च बंधपत्र

आदेश:

ज्या अर्थी, सौ.सिमा संजय साबळे, रा. बी/३/४/१२०२ रौनक पार्क पौरवरण रोड़ नं.२ ठाणे यांनी ठाणे जिल्ह्यातील ठाणे तालुक्यातील मौजे- मोघरपाडा येथील स.नं. ५७/२व, ५७/२क, ५७/३ मधील जमीनीतील क्षेत्र २,९४०-०० चौ.मी. एवढ्या जागेचा रहीवास या विगर शेतकी प्रयोजनार्थ वापर करण्याची परवानगी मिळण्यावावत अर्ज केलेला आहे.

आणि ज्या अर्थि दिनांक २३/०३/२०१० रोजी अर्जदार यांनी दैनिक 'महाराष्ट्र जनमुद्रा' या स्थानिक वृतपत्रात जाहिरात दिलेली होती त्यावर मुदतीत कोणतीही हरकत/तक्रार या कार्यालुयाकडे प्राप्त झालेली दिसून येत नाही.

त्या अर्थी आता महाराष्ट्र जमीन महसुल अधिनियम १९६६ चे कलम ४४ अन्यये जिल्हाधिकारी ठाणे यांच्याकडे निहित करण्यांत आलेल्या अधिकारांचा वापर करुन जिल्हाधिकारी याद्वारे सौ.सिमा संजय साबळे यांना ठाणे तालुक्यातील मौजे- मोघरपाडा, येथील स.नं.५७/२ब. ५७/२क, ५७/३ मधील जमीनीतील क्षेत्र २, ९४०-०० चौ.मी. क्षेत्राणिकी २४६ २१६ चौ.नी हो चर्च रहीवास या बिगर शेतकी प्रयोजनार्थ वापर करण्या बाबत पुढील शर्तीवर अनुज्ञा (परमीशन) देण्यांत

येत असून महानगर पालिकेकडील मंजूर आराखडयानुसार खालील क्षेत्रावर बांधुकान अस्ति।

१. रोड खालील क्षेत्र

३६-४८ ची.मी.

२. आर.जी.

४३५-५३ चौ.मी.

एक्ण ४७२-०१ चौ.मी.

त्या शर्ती अशा:-

- १. ही परवानगी अधिनियम त्याखालील केलेले नियम यांना अधिन ठेवून
- २. अनुज्ञाग्राही व्यक्तीने (ग्रॅटीने) अशा जमीनीचा वापर व त्यावरील इमारतीच्या आणि किया अन्य बांधकामाचा उपयोग उक्त जमीनीचा ज्या प्रयोजनार्थ उपयोग करण्यांस परवानगी देण्यांत आली. असेल त्या प्रयोजनार्थ केवळ केला पाहिजे. आणि त्याने अशी जमीन किंवा तिचा कोणताही भाग किंवा अशी इमारत यांचा इतर कोणत्याही प्रयोजनार्थ जिल्हाधिकारी विण यांच्याकडून तथा अर्थाचिश्वागांक लेखी परवानगी मिळविल्याशिवाय वापर करता कामा नये. इमार्याच्या वापर करता कामा नये. इमार्याच्या वापर करता कामा नये. इमार्याच्या वापर करता कामा नये.
- 3. अशी परवानगी देणा-या प्राधिका-याकडून अशा भूखंडाची किंवा त्याचे जे कोणतेही उपभूखंड करण्या बाबत मंजूरी मिळाली असेल त्या उपभूखंडाची आणळी पोट विभागणी करता कामा तुरो
- था अवंजामाही व्यक्तीने (अ) जिल्हाधिकारी व संबंधित नगरपालिका प्राधिकरण याँचे समाधान होइल अशा रीतीने अशा जमीनीत रस्ते,गटारे वगैरे बांधून आणि (ब) भूमापन विभागा वर्द्धन अशा

SW 7



भूखंडाची मोजणी व त्यांचे सीमांकन करुन ती जमीन या आदेशाच्या तारखे पासुन एक वर्षाच्या आंत भूखंडाची मोजणी व त्यांचे सीमांकन करुन ती जमीन या आदेशाच्या तारखे पासुन एक वर्षाच्या आंत भंजर आराखड्या प्रमाणेच काटेकोरपणे विकसित केली पाहिजे. आणि अशा रीतीने ती जमीन विकसित केली जाई पर्यंत त्या जमीनीची कोणत्याही रातीन विल्हेबाट लावता कामा नये.

अनुजागाही व्यक्तीस असा भूंखंड विकावयाचा असेल किंवा त्यांनी इतर प्रकारे विल्हेवाट लावायचा असल तर अशा अनुजाग्राही व्यक्तीन तो भूखंड या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीचे पालन करुनच विकणे किंवा अशा शर्तीनुसारच त्याची अन्य प्रकारे विल्हेवाट लावणे आणि त्यांचे निष्पादित केलेल्या विलेखात तसा खास उल्लेख करणे हे त्यांचे कर्तव्य असेल.

्र. या सोबत जोडलेल्या स्थळ आराखडयात आणि किंवा इमारतीच्या नकाशात निर्दिष्ट केल्या प्रमाणे इतपया जोते क्षेत्रावर बांधकाम करण्याविषयी ही परवानगी देण्यांत आलेली आहे. सदर पुखांडातील नकाशात दर्शविल्या प्रमाणेच उर्वरित क्षेत्र विना बांधकाम मोकळे सोडले पाहिजे.

- प्रस्तावित बांधकाम हे नकाशात दर्शविलेल्या मजल्या पेक्षा जास्त मजल्याचे असू नये.
- ज्ञानिक प्रस्तावित इमारत किंवा कोणतेही काम (असल्यास) त्यांच्या बांधकामास सुरुवात करण्यापुर्वी क्रिक्तिक (अदिनित्र क्रिक्ति) क्रिक्तिक महानगरपालिका याची अस बाधकाम करण्याविषयोची आवश्यक ही परवानगी मिळविणे हे अशा व्यक्तीवर बंधनकारक असेल.
- ८ अनुजाग्राही व्यक्तीने सोबत जोडलेल्या नकाशात दर्शविल्याप्रमाणे सीमांतिक मोकळे अंतर ओपन मार्जीनल डिस्टेंसेस) सोडले पाहिजे. ठाणे महानगरपालिकेच्या पत्रातील सर्व अटी व शर्ती अनुजाग्यरीय संभावनायक रहातील
- १. 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 केल्यास ही परचानंगी रटट करण्यांत आली असल्याचे समजण्यांत येईल.
- २०. अनुजाग्राही व्यवतीने अशा जमीनीचे बिगर शेतकी प्रयोजनार्थ वापर करण्यांस ज्या दिनांका गसून मुक्यात केली असेल किंवा ज्या दिनांकास त्यांने अशा जमीनीच्या वापरात बदल केला असेल तर तो दिनांक त्याने एक महिन्याच्या आंत तलाठया मार्फत ठाणे तहसिलदारांस कळविले पाहिजे. जर तो असे करण्यांस चुकेल तर महाराष्ट्र जमीन महसुल (जमीनीच्या वापरातील बदल व बिगरशेतकी अनकारणी) नियम १९६९ मधील नियम ६ अन्यये त्याच्यावर कार्यवाही करण्यांस असा अनुजाग्राही पात्र इरेल.
- ११. सहरह आदेशाच्या दिनांकापासून सदर अनुज्ञाग्राहीने त्या जिमनीच्या संबंधात दर चौ.मी. मागे ०-११९-८ रुपये दराने बिगर शेतकी आकारणी दिली पाहिजे. किंवा परवानगीच्या तारखेच्या पूर्वलक्षी प्रभावाने अथवा त्यानंतर अंगतात येणारे बिनशेती दराने बिनशेती आकार देणे बंधनकारक राहिल. अशा जिमनीच्या वापरात कोणत्याची प्रकारचा चटल करण्यांत आला तर त्या प्रसंगी निराळया दराने बिगर रोतकी अधिकारण हमीची मुदत अजून समाप्त व्हावयाची आहे ही गोष्ट विचारांत घेण्यांत येणार नाही उज्येक र

अवर जागेची अती कित्दीची मोजणी की रक्कम रूपये १२,०००/-(अक्षरी रक्कम रूपये बारा हजार मात्र) युवान क. ३१४ १० (भारतीय स्टेट बँक शाखा ठाणे चलन क. ३०) दिनांक ०२ ६० केन्य्रचे आसर्ग जमा केली आहे.

१२ भूमापने विभागाकडून जमीनीची मोजणी करण्यांत आल्यानंतर अशा जमीनीचे जितके क्षेत्रफळ आढळून येईल तितक्या क्षेत्रफळानुसार या आदेशात आणि सनदीमध्ये नमूद केलेले क्षेत्र तसेच अगरशेतकी आकारणी यांत बदल करण्यांत येईल.



१४. सदर जमीनीच्या विगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून तीन. वषाच्या कालावधीत अनुज्ञाग्रीने अशा जमीनीचर आवश्यक ती इमारत बांधली पाहिजे. अन्यथा सदरहू आवेश रद्द समजण्यांत येईल. व अनुज्ञाग्राही यांना अकृषिक प्रश्वानगीसाठी नव्याने अर्ज सावर करावा लागेल.

१५. पुर्वीच मंजूर केलेल्या नकाशाबरहुकुम अगोदरच बांधलेल्या इमारतीत अनुजाग्राहीने कोणतीही भर घालता कामा नये किंवा ती मध्ये कोणताही फेरबदल करता कामा नये. मात्र अशी भर घालण्यासाठी किंवा फेरबदल करण्यासाठी जिल्हाधिका-यांची परवानगी घेतली असेल आणि अशा भरीचे किंवा फेरबदलाचे नकाशे मंजूर करुन घेतले असतील तर ती गोध्ट घेगळी.

१६. अनुज्ञाग्राही व्यक्तीने आजुबाजुच्या परिसरांत अखच्छता व घाण निर्माण होणार नाही अशा रीतीने आपल्या खत:च्या खर्चाने आपली पाणीपुरवठयाची व सांडपाण्याचा निचरा करण्याची व्यवस्था केली पाहिजे.

१७. जमीनीच्या विगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून एक महिन्याच्या कालावधीत अनुज्ञाग्राही व्यक्तीने महाराष्ट्र जमीन महसुल (जमीनीच्या वापरात बदल व विगरशेतकी आकारणी) नियम १९६९ यातील अनुसूची पाच मध्ये दिलेल्या नमुन्यात एक सनद करुन देऊन तीत या आदेशातील सर्व शर्ती समाविष्ट करणे त्यास बंधनकारक असेल.

१८अ. या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तींपैकी कोणत्याही शर्तीचे अनुजाग्राही व्यक्तीने उल्लंघन केल्यास उक्त अधिनियमाच्या उपवंधान्यये असा अनुजाग्राही ज्या कोणत्याही शार्मीस पात्र ठरेल त्या शास्तीस वाधा न येऊ देता डाण्याच्या जिल्हाधिका-यास तो निर्दिष्ट करेल असा देह आणि आकारणी भरल्यानंतर उक्त जमीन किंवा भूखंड अर्जदाराच्या ताब्यात राहू देण्याचा अधिकार असेल.



१८व. वरील खंड अ) मध्ये काहीही अंतर्भूत असले तरीही या परवानगीच्या तरतूदीविरुद्ध जाऊन कोणतीही इमारत किंवा वांधकाम उभे करण्यांत आले असेल किंवा तरतूदी विरुद्ध या इमारतीच्या किंवा बांधकामाचा वापर करण्यांत आला असेल तर विनिर्दिष्ट मुदतीच्या आंत अशा रीतीन उभारलेली इमारत काढून टाकण्याविषयी किंवा तीत फेरबदल करण्याविषयी ठांण्याच्या जिल्हाधिका-याने निर्देश देणे विधी संमत असेल. तसेच ठाण्याच्या जिल्हाधिका-याला अशी इमारत किंवा बांधकाम काढून टाकण्याचे किंवा तीत फेरबदल करण्याचे काम करवून घेण्याचा किंवा त्या प्रीत्यर्थ आलेला खर्च अनुज्ञाग्राही व्यक्तीकडून जमीन महसुलाची थकवाकी म्हणून वसुल करन घेण्याचा. अधिकार असेल.

१९. दिलेली ही परवानगी मुंबई कुळविहवाट व शेतजमीन प्रधिनियम १९४४, में स्पार्ट यामपंचायत अधिनियम आणि नगरपालिका अधिनियम इ.सारख्या त्या वेळी! अमलात असलेल्यी इत्र कोणत्याही कायद्याचे कोणतेही उपबंध प्रकरणाच्या अन्य संबंधीत वाबींच्या वापतीत लागू होतील त्या उपबंधाच्या अधिन असेल.

२०. अनुजाग्राही यांनी बिगरशेतकी आकारणीच्या पाचपट रक्कम रूपये २, ४४५/- (अक्षरी) रक्कम रूपये दोन हजार चारशे पंचेचाळीस मान्न) रुपांतरीत रूप (कन्दर्शन टॅक्प) म्हणन टक्डील चलन क्र.३८१/१० (भारतीय स्टेट बँक शास्त्रा ठाणे चलन क्र.३८१/१० (भारतीय स्टेट बँक शास्त्रा ठाणे चलन क्र.३८१/१० (चनांक ०२/०७/२०१० अन्वयं सरकार जमा केली आहे.

२१. अनुज्ञाग्राही यांनी ठाणे महानगरपालिका यांचेकडीन मजूर नकाशाचरहुकुमच पाहिजे.

२२. अनुज्ञाग्राही यांनी ठाणे महानगरपालिका यांचे कहिल बांधकाम नकाशा व्यतिरियत जादा बांधकाम केल्यास अगर बांधकामा मध्ये बदल करुन जादा चटईक्षेत्र निर्देशांक बापरल्यास अनुजारपूरी हे महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ चे कलम ५२ अन्यवे फौजदारी स्वक्रपान कर बांधका पात्र रहातील व असे जादा बांधकाम दूर क्रूरण्यांस पात्र राहील 4

so. महसूल/ क-१/ह-१/एनएपो/एसआर- ४०/२०**१०** या प्रकरणात विण्याच्या पाण्याची सोय करण्याची जवाबदारी अनुज्ञाग्राही यांचेवर राहील.

आणि पिण्याच्या पाण्याची सोय झाली आहे किया कसे या बाबत खान्नी झाल्याशिकाय मिरर भाईवर महानगरपालिकेने संबंधित विकासकास इमारत वापर परवाना देऊ नये.

जागेच्या भुसंपादनाबाबत भविष्यात काही प्रश्न निर्माण झाल्यास संपादन क्षेत्र सोडुन देणे हे अनुज्ञाग्राहीवर बंधनकारक राहील.

२५. अर्जदार यांनी जोत्याच्या बांधकामासाठी भाती उत्खममाच्या अनुषंगाने स्वामित्वधनाची रक्कम रूपये ९६, ८२५/-(अक्षरी रक्कम रूपये शहाच्चय हजार आठशे पंचवीस रुपये मात्र) इकडील कार्यालयाचे रेतीगट शाखेकडील चलन क्र. १५७/१०, दिनांक ०२/०७/२०१० अन्वये संस्कार जमा ेल्याचे ,रेतीगट शाखेने दिनांक na/nis/2020 रोजीच्या अनीपचारीक संदर्भाने चलनासह कळविले आह.

अर्जदार यांनी जागेच्या मालकी हक्काबावत जागेवर येणेजाणेसाठी रस्ता असलेबाबत, सदर भागेचावत कोणत्वाही न्यायालवात दाचा प्रलंबित नसलेबाबत इत्यादी बाबत प्रतिज्ञालेख दिनांक २७/०५/२०१० रोजी दिलेला आहे. सदर प्रतिज्ञालेखातील सर्व अटी व शर्ती अनुजाग्राहीवर बंधनकारक राहतील. सदर प्रतिज्ञापत्रातील अटी व शर्ती पैकी एकाही अटीचे उल्लंघन झालेस दिलेली परवानंगी रह होईल.

२७. सदर स.नं. ची जिमन खारलॅन्ड विभागात समाविष्ट असल्यास खारलॅन्ड विभागाची विकास कराराची रक्कम त्यांचे कार्यांत्रयांत जमा करणे अर्जदार यांचेवर बंधनकारकं राहील.

८. अर्जवासने सादर केलेली कागवपत्रे खोटी अथवा विशाभुल करणारी आढळुन आल्यास सदरची विनशेती परवानगी आपोआप रद्द समजूणेत येईल.

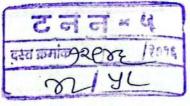
२९. ं टाणे महानगरपालिकेने अकृषिक परवानगी करिता ना-हरकत दाखला दिला असुन त्यानुसार ारकारणांना मंजुरा वेर्णत आला आह. तथापि अंतिम मंजुरी आराखडयात बदल झाल्यास त्यानुसार सुधारित आदेश पारीत करुन घेणे अनुज्ञाग्राही / अर्जवार / विकासक यांचेवर बंधनकारक

> सही/-(ए. एल. ज-हाड) जिल्हाधिकारी ठाणे

सौ.सिमा संजय साबळे,

रा, बी/३/४/१२०२, रौनक पार्क, पोखरण रोड नं.२ ठाणे





Tushar S. Shilotri

Advocate

CamScanner

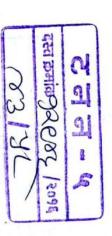
103, Navnath Prasad Ghantali Devi Mandir Road Naupada, Thane 400 602 Tele.: + 91 22 2539 1179 Fax: + 91 22 2542 2110

TITLE CERTIFICATE

Re: - All that piece and parcel of land lying, being and situate Village Mogharpada, Taluka and District Thane, bearing Old Survey No. 44 Hissa No. 3 corresponding New Survey No. 57 Hissa No. 3 admeasuring 810 sq. mtrs.

the office of the Sub-Registrar, Thane and accordingly, I have noted my perused 7/12 extracts, form no. 6, perusal of revenue records and searches of observations as under: -In connection with investigating the title of the captioned property, I have

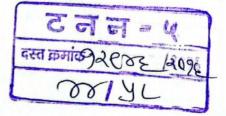
- particularly described in the Schedule hereunder written is hereinafter reterred to as "the captioned property". meters at Village Mogharpada, Taluka and District Thane work and more to the piece and parcel of land bearing S. No. 44 H. No. 3 admeasuring 810 sq. absolutely seized and possessed of and/or otherwise well and sufficiently entitled At all material times one Shri Hasha Balu Patil was the owner of and
- thereof. 2 inserted in the relevant 7/12 extracts of the captioned property as the owners Shri Gunaji Hasha Patil, Mrs Kusum Vishnu and Mrs Sitabai Posha Thakur were and legal representatives Shri Tukaram Hasha Patil, After the expiry of the said Shri Hasha Balu Pa Bhagireth Hasha Patil the names of/his heirs



- 3. The aforesaid Shri Bhagirath Hasha Patil expired intestate on 20-04-2002 lea ing behind him as his heirs and legal representatives Smt. Gangubai Bhægirath Patil, Shri Shamrao Bhagirath Patil, Mrs Pushpa Yashwant Purnekar and Mrs Nandabai Maruti Patil, as per the personal law by which he was governed at the time of his demise. Accordingly, the names of Smt. Gangubai Bhægirath Patil, Shri Shamrao Bhagirath Patil, Mrs Pushpa Yashwant Purnekar and Mrs Nandabai Maruti Patil came to be mutated in place of the deceased Shri Bhægirath Hasha Patil in the relevant 7/12 extracts as the owners thereof alongwith Shri Tukaram Hasha Patil, Shri Gunaji Hasha Patil, Mrs Kusum Vishnu and Mrs Sitabai Posha Thakur.
- 4. By and under a Development Agreement dated 13th July, 2006, (i) Shri Tukaram Hasha Patil alongwith his legal representatives Smt. Muktabai Tukaram Patil, Shri Dnyaneshwar Tukaram Patil, Mrs Kanta Krishna Patil, Mrs Lata Manohar Patil, (ii) Shri Gunaji Hasha Patil alongwith his legal representatives Shri Vishwanath Gunaji Patil, Shri Gangadhar Gunaji Patil, (iii) Mrs Kusum Vishnu Kasar alongwith her legal representative Mr Mohan Vishnu Kasar, (iv) Mrs Sitabai Posha Thakur alongwith her legal representatives Shri Bhimdev Posha Thakur, Shri Arun Posha Thakur, Shri Machindra Posha Thakur, and (v) Smt. Gangubai Bhagirath Patil, Shri Shamrao Bhagirath Patil, Mrs Pushpa Yashwant Purnekar and Mrs Nandabai Maruti Patil granted unto Mrs Seema Sanjay Sable, resident of B/4/1202, Raunak Park, Pokhran Road No. 2, Konkanipada, Thane, all the development rights, titles, shares and interests in respect of the captioned property at and for the consideration and other terms and conditions therein contained. The said Development Agreement is duly registered with the Sub-Registrar of Assurances, Thane under Serial No. 4630.

registered with the Sub-Registrar of Assurances, Thane under Serial No. 4630. Simultaneously with the execution thereof, the Owners also executed a Power of Attorney in favour of the aforesaid Mrs Seema Sanjay Sable.

THANE.S



- 5. In due course, the said Mrs Seema Sanjay Sable has duly paid and tendered the entire consideration payable under the aforesaid Development Agreement to the Owners. In view thereof, the Owners then by and under a Deed of Conveyance dated 27th May, 2008, the Owners (i) Shri Tukaram Hasha Patil (since deceased) through his heirs and legal representatives Smt. Muktabai Tukaram Patil, Shri Dnyaneshwar Tukaram Patil, Mrs Kanta Krishna Patil, Mrs Lata Manohar Patil, (ii) Shri Gunaji Hasha Patil alongwith his legal representatives Shri Vishwanath Gunaji Patil, Shri Gangadhar Gunaji Patil, (iii) Mrs Kusum Vishnu Kasar alongwith her legal representative Mr Mohan Vishnu Kasar, (iv) Mrs Sitabai Posha Thakur alongwith her legal representatives Shri Bhimdev Posha Thakur, Shri Arun Posha Thakur, Shri Machindra Posha Thakur, and (v) Smt. Gangubai Bhagirath Patil (since deceased) through her heirs and legal representatives Shri Shamrao Bhagirath Patil, Mrs Pushpa Yashwant Purnekar and Mrs Nandabai Maruti Patil (hereinafter referred to as "the Owners") absolutely sold, transferred, conveyed and assigned unto the said Mrs Seema Sanjay Sable all the ownership rights, titles, shares and interests in respect of the captioned property. The said Deed of Conveyance is duly registered with the Sub-Registrar of Assurances, Thane under Serial No. 4857. Simultaneously with the execution thereof, the Owners also executed a Power of Attorney in favour of the aforesaid Mrs Seema Sanjay Sable.
- 6. Accordingly, the name of Mrs Seema Sanjay Sable is appearing on the relevant 7/12 extract of the captioned property as the absolute owner thereof. The captioned property is in the Residential zone of the Thane Municipal Corporation.
- 7. I have caused public notice to be issued in the Thane Valbhay newspaper on 06th June, 2008. I have not received any objection in respect of the same. Furthermore, I have caused to take search at the office of the Sub-Registrar, Thane through Shri Sanjay Shinde, Search Clerk. On perusal of the same, I have not found any encumbrances.

9

3

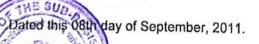
12098

Continuation sheet

- 8. The said Mrs Seema Sanjay Sable then granted the development rights, titles, shares and interests inter alia in respect of the captioned property in favour of M/s. Fiama Construction Company vide Development cum Sale Agreement dated 14th November, 2008 coupled with Power of Attorney of same date. The said Development cum Sale Agreement is duly registered with the Sub-Registrar of Assurances, Thane under Serial No. 9390.
- 9. M/s. Fiama Construction Company has put up building plans which have been duly sanctioned by the Thane Municipal Corporation and Commencement Certificate bearing V. P. No. S06/0054/09 TMC/TDD/0346/11 dated 03/02/2011 has been issued inter alia in respect of the captioned property.
- 10. In the premises, I do hereby certify that as stated hereinabove, Mrs Seema Sanjay Sable is the owner of the captioned property and she has entered into a Development cum Sale agreement with M/s. Fiama Construction Company, who has the rights to develop the captioned property and sell the premises situated therein. I certify that the title to the same is free, clear and marketable.

THE SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land lying, being and situate Village Mogharpada, Taluka and District Thane, bearing Old Survey No. 44 Hissa No. 3 corresponding New Survey No. 57 Hissa No. 3 admeasuring 810 sq. mtrs



टनन ५ वस्तकमांक्प्रशहरू /२०१६ ४८/ ५८ thing.

T. S. Shilotri Advocate T. S. SHILOTRI

ADVOCATE
REGD, No.: MAH / 784/1997
103, Navnath Pracad,
Ghantali Mandir Road,
Naupadh, Thane (W) - 400 602.
Tel.: 022-25391179.

Tushar S. Shilotri

Advocate

103, Navnath Prasad Ghantali Devi Mandir Road Naupada, Thane 400 602 Tele.: + 91 22 2539 1179 Fax: + 91 22 2542 2110

E-mail: tusharss@gmail.com

TITLE CERTIFICATE

Re: - All that piece and parcel of land lying, being and situate Village Mogharpada, Taluka and District Thane, bearing Old Survey No. 44 Hissa No. 2(Part) corresponding New Survey No. 57 Hissa No. 2A1 and now bearing New Survey No. 57 Hissa No. 2C admeasuring 1430 sq. mtrs.

In connection with investigating the title of the captioned property, I have perused 7/12 extracts, form no. 6, perusal of revenue records and searches of the office of the Sub-Registrar, Thane and accordingly, I have noted my observations as under: -

1. At all material times as on the Tillers' day one Shri Shankar Vaity was cultivating the piece and parcel of land bearing S. No. 44 H. No. 2 (Part) admeasuring 1430 sq. meters at Village Mogharpada, Taluka and District Thane, which land more particularly described in the Schedule hereunder written is hereinafter referred to as "the captioned property". The name of Mrs. Ratanshi Premji Charitable Trust was appearing in the owner's column of the relevant 7/12 extract of the captioned property.

2. After the expiry of the said Shri Shankar Vaity and his wife Srat. Bhanubai Shankar Vaity, their son Shri Gangaram Shankar Vaity also expired leaving

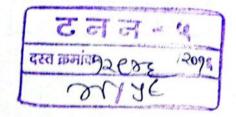
7

टनन-५ इस्तक्रमांक92.९४६/२०१६ ४८/४८ behind as the heirs and legal representatives Smt. Balibai Gangaram Vaity, Shri Arun Gangaram Vaity, Kusum Gangaram Vaity, Dhrupad Gangaram Vaity and Kamibai Manglya Vaity, Sadanand Manglya Vaity, Beby Manglya Vaity and Vaijayanti Manglya Vaity, as per the personal law by which the deceased were governed at the time of their demise.

- The said Karnibai Manglya Vaity also expired later on, leaving behind the
 aforesaid as her heirs and legal representatives and their names were mutated in
 the relevant 7/12 extracts of the captioned property.
- Tenancy and Agricultural Lands Act, 1948 (hereinafter referred to as "the BTAL Act") by the aforesaid Smt. Balibai Gangaram Vaity and others, the Hon'ble Tahasildar and Agricultural Lands Tribunal was pleased to hold that they were cultivating the captioned property and proceeded to fix purchase price under section 32 G of the BTAL Act. Thereafter on payment of the purchase price, was pleased to issue Sale Certificate bearing No. 17/2006 dated 06-06-2006 under section 32 M of the BTAL Act. Accordingly, the names of Smt. Balibai Gangaram Vaity and others were mutated in the relevant 7/12 extracts of the captioned property as the owners thereof and the name of M/s. Ratanshi Premji Charitable Trust was deleted from the same.

5. The competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 vide its order bearing No. ULC/TA/Te.No.1/Owale/SR-314 dated 30-11-2006 has been pleased to hold that the holding is within ceiling limits and there is no surplus land.

The Hon'ble Sub-Divisional Officer, Thane vide his order bearing Ref. No. TD/Te6/Kuv/VP/SR-142/2006 dated 25-09-2006 has been pleased to grant permission for development of the captioned property for non agricultural use and thereby remove the bar under section 43 of the BTAL Act.



E CO

By and under a Development Agreement dated 17th June, 2005, Smt. Balibai Gangaram Vaity, Shri Arun Gangaram Vaity, Kusum Gangaram Vaity, Dhrupad Gangaram Vaity and Karnibai Manglya Vaity, Sadanand Manglya Vaity, Beby Manglya Vaity and Vaijayanti Manglya Vaity had granted unto Mrs Seema Sanjay Sable, resident of B/4/1202, Raunak Park, Pokhran Road No. 2, Konkanipada, Thane, all the development rights, titles, shares and interests in respect of the captioned property at and for the consideration and other terms and conditions therein contained. The said Development Agreement is duly registered with the Sub-Registrar of Assurances, Thane under Serial No. 4089. Simultaneously with the execution thereof, the Owners also executed a Power of Attorney in favour of the aforesaid Mrs Seema Sanjay Sable.

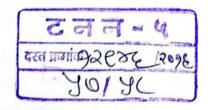
In due course, the said Mrs Seema Sanjay Sable has duly paid and 8. tendered the entire consideration payable under the aforesaid Development Agreement to the Owners. In view thereof, (i) Smt. Balibai Gangaram Vally (ii) Shri Arun Gangaram Vaity since deceased through his heirs and legal representatives Smt. Ranjana Arun Vaity, Prasad Arun Vaity, Kalpana Arun Vaity and Paresh Arun Vaity, (iii) Kusum Gangaram Vaity, (iv) Vaijayanti Manglya Vaity, (v) Parvatibai Sadanad Vaity, (vi) Umesh Sadanand Vaity, (vii) Sunil Sadanand Vaity, (viii) Dilip Sadanand Vaity, (ix) Bharati Sadanand Vaity, (x) Nitin Ramesh Avhad, (xi) Smt. Vanita Ramesh Avhad, (xii) Ram Ramesh Avhad, (xiii) Anita Ramesh Avhad, (xiv) Suvarna Jagdeep Patil, (xv) Megha Jagan Koli, and (xvi) Geetanjali Jagan Koli (hereinafter referred to as "the Owners") by and under a Deed of Conveyance dated 27th May, 2008, absolutely sold, transferred, conveyed and assigned unto the said Mrs Seema Sanjay Sable all the ownership rights, titles, shares and interests in respect of the captioned property. The said Deed of Conveyance is duly registered with the Sub-Registrar of Assurances, Thane under Serial No. 4847. Simultaneously with the execution thereof, the Owners also executed a Power of Attorney in favour of the aforesaid Mrs Seema Sanjay Sable.

3

7

Continuation sheet

- 9. Accordingly, the name of Mrs Seema Sanjay Sable is appearing on the relevant 7/12 extract of the captioned property as the absolute owner thereof. The captioned property is situated in Residential zone of the Thane Municipal Corporation and the same is abutting to the Village Road which is a proposed 20 meter road.
- 10. The said Mrs Seema Sanjay Sable then granted the development rights, titles, shares and interests inter alia in respect of the captioned property in favour of M/s. Fiama Construction Company vide Development cum Sale Agreement dated 14th November, 2008 coupled with Power of Attorney of same date. The said Development cum Sale Agreement is duly registered with the Sub-Registrar of Assurances, Thane under Serial No. 9390.
- 11. I have caused public notice to be issued in the Thane Vaibhav newspaper on 06th June, 2008. I have not received any objection in respect of the same. Furthermore, I have caused to take search at the office of the Sub-Registrar, Thane through Shri Sanjay Shinde, Search Clerk. On perusal of the same, I have not found any encumbrances.
- 12. Pursuant to application made for measurement of the captioned property, the Taluka Inspector of Land Records vide M.R.N. 676/2008 has been pleased to sub-divide the property bearing Survey No. 57 Hissa No. 2 and accordingly vide D.N.R. 496/2009 has been pleased to rectify and note the captioned property as being Survey No. 57 Hissa No. 2C instead of the earlier Survey No. 57 Hissa No. 2A1 and a mutation entry has been carried out and fresh 7/12 extract was issued.
- 13. By and under an Addendum dated 25th June, 2009 executed by Mrs Seema Sanjay Sable in favour of M/s. Fiama Construction Company, the parties the left have duly noted the change in the description of the captioned property



as now being Survey No. 57 Hissa No. 2C instead of the earlier Survey No. 57 Hissa No. 2A1. The Addendum is duly registered with the Sub-Registrar of Assurances, Thane under Serial No. 5356.

- 14. M/s. Fiama Construction Company has put up building plans which have been duly sanctioned by the Thane Municipal Corporation and Commencement Certificate bearing V. P. No. S06/0054/09 TMC/TDD/0346/11 dated 03/02/2011 has been issued inter alia in respect of the captioned property.
- 15. In the premises, I do hereby certify that as stated hereinabove, Mrs Seema Sanjay Sable is the owner of the captioned property and she has entered into a Development cum Sale agreement with M/s. Fiama Construction Company, who has the rights to develop the captioned property and sell the premises situated therein. I certify that the title to the same is free, clear and marketable.

THE SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land lying, being and situate Village Mogharpada, Taluka and District Thane, bearing Old Survey No. 44 Hissa No. 2(Part) corresponding New Survey No. 57 Hissa No. 2A1 and now bearing New Survey No. 57 Hissa No. 2C admeasuring 1430 sq. mtrs.

Dated this 18th day of June, 2012.

T. S. Shilotri

Advocate

ADVOLVE ADVOLVE SOT NO. INC. / 784/1997

C. is such than a free trees, free the trees, free trees to see the second

5

Continuation sheet .

टनन-५ इस क्रमांक9२९४६ /२०१६ ४९/४८

Tushar S. Shilotri

Advocate

103, Navnath Prasad Ghantali Devi Mandir Road Naupada, Thane 400 602 Tele.: + 91 22 2539 1179

Fax: + 91 22 2542 2110 E-mail: tusharss@gmail.com

TITLE CERTIFICATE

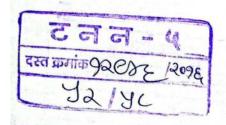
Re: - All that piece and parcel of land lying, being and situate Village Mogharpada, Taluka and District Thane, bearing Old Survey No. 44 Hissa No. 2(Part) corresponding New Survey No. 57 Hissa No. 2B admeasuring 700 sq. mtrs.

In connection with investigating the title of the captioned property, I have perused 7/12 extracts, form no. 6, perusal of revenue records and searches of the office of the Sub-Registrar, Thane and as per the information provided to me by Mrs Seema Sanjay Sable, I have noted my observations as under: -

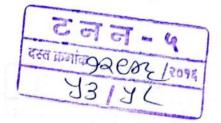
1. At all material times as on the Tillers' day one Shri Dadaji Bhoir was cultivating a portion of the land admeasuring 700 sq. meters out of the piece and parcel of land bearing S. No. 44 H. No. 2 (Part) admeasuring in aggregate 2130 sq. meters at Village Mogharpada, Taluka and District Thane, which portion is hereinafter referred to as the captioned property. The name of M/s. Ratanshi Premji Charitable Trust was appearing in the owner's column of the relevant 7/12 sq. premji Charitable Property.

After the expiry of the said Shri Dadaji Bhoir and his wife, the names of their heirs being Gajanan Dadaji Bhoir, Anandibai Kacher Bhoir, Muktabai the 7/12 extracts of the captioned property.





- 3. Pursuant to the applications made under the provisions of the Bombay Tenancy and Agricultural Lands Act, 1948 (hereinafter referred to as "the BTAL Act") by the aforesaid Gajanan Dadaji Bhoir and others, the Hon'ble Tahasildar and Agricultural Lands Tribunal was pleased to hold that they were cultivating the captioned property and proceeded to fix purchase price under section 32 G of the BTAL Act. Thereafter on payment of the purchase price, Sale Certificate bearing No. 38/2008 dated 03-10-2008 under section 32 M of the BTAL Act was issued. Accordingly, the names of Shri Gajanan Dadaji Bhoir and others were mutated in the relevant 7/12 extracts of the captioned property as the owners thereof and the name of M/s. Ratanshi Premji Charitable Trust was deleted from the same.
- 4. On application made by the said Shri Gajanan Dadaji Bhoir and others, the Hon'ble Sub-Divisional Officer, Thane vide his order bearing Ref. No. TD/Te6/Kuv/VP/SR-580/2008 dated 07-02-2009 has been pleased to permit sale of the captioned property unto and in favour of Mrs Seema Sanjay Sable and thereby remove the bar under section 43 of the BTAL Act.
- 5. In accordance with the aforesaid permission, the said Shri Gajanan Dadaji Bhoir and others and Mrs Seema Sanjay Sable applied for sub-division of the captioned property out of the piece and parcel of land bearing Old S. No. 44 Hissa No. 2 and corresponding New Survey No. 57 Hissa No. 2 admeasuring in the aggregate 4030 sq. meters or thereabouts. As per the sub-division carried out by the Taluka Inspector of Land Records, Thane and order passed by the Tahasildar, Thane bearing No. Mahsul kaksha-1/Te-3/Ha.Nond/Kavi 134 SR 321/09 dated 02-03-2009, the aforesaid Old Survey no. 44 Hissa No. 2 corresponding New Survey No. 57 Hissa No. 2 admeasuring in aggregate 4030 sq. meters or thereabouts was subdivided into four parts being (i) S. No. 57 Hissa No. 2A admeasuring 700 sq. meters in the name of Bipinkumar Karsandas



Manik; (ii) S. No. 57 Hissa No. 2B admeasuring 700 sq. meters in the name of Gajanan Dadaji Bhoir and others (being the captioned property herein); (iii) S. No. 57 Hissa No. 2C admeasuring 1430 sq. meters in the name of Mrs Seema Sanjay Sable and (iv) S. No. 57 Hissa No. 2D admeasuring 1200 sq. meters in the name of Bipinkumar Karsandas Manik.

- 6. By and under a Deed of Conveyance dated 11th August, 2009, the said Shri Gajanan Dadaji Bhoir and Others sold, transferred and conveyed unto Mrs Seema Sanjay Sable, the captioned property at and for the consideration therein contained. The aforesaid Deed of Conveyance is duly registered with the Sub-Registrar of Assurances, Thane under Serial No. 7095.
- 7. The said Mrs Seema Sanjay Sable then granted the development rights, titles, shares and interests in respect of the captioned property in favour of M/s. Fiama Construction Company vide Development cum Sale Agreement dated 06th March, 2010 coupled with Power of Attorney of same date. The said Development cum Sale Agreement is duly registered with the Sub-Registrar of Assurances, Thane under Serial No. 2963.
- 8. I have caused public notice to be issued in the daily newspaper Thane Vaibhav on 06th April, 2010. I have received an objection from Ratanshi Premji Charitable Trust through its Advocate. However, as per the records 32M recrificate under the BTAL Act has been issued in favour of Shri Gajanan Dadaji Bhoir and hence Ratanshi Premji Charitable Trust does not have any rights in the captioned property. I have not received any other objections in that behalf. Furthermore, I have caused to take search at the office of the Sub-Registrar, Thane through Shri Sanjay Shinde, Search Clerk. On perusal of the same, I have not found any encumbrances.

7

दन ना - ५ वस्त क्रमांक १२८० ह /२०१६ पुरुष प्रद 3

Continuation sheet ____



9. In the premises, I do hereby certify that as stated hereinabove, Mrs Seema Sanjay Sable is the owner of the captioned property and she has entered into a Development cum Sale agreement with M/s. Fiama Construction Company, who have the rights to develop the captioned property and sell the same. I certify that the title to the same is free, clear and marketable.

THE SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land lying, being and situate Village Mogharpada, Taluka and District Thane, bearing bearing Old Survey No. 44 Hissa No. 2(Part) corresponding New Survey No. 57 Hissa No. 2B admeasuring 700 sq. mtrs.

Dated this 25th day of May, 2010.

T. S. Shilotri Advocate

T. S. SHILOTRI ADVOCATE

REGD. No.: MAH / 784/1997 103, Navnath Crasad,

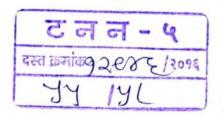
Ghantali Mandii Roed,

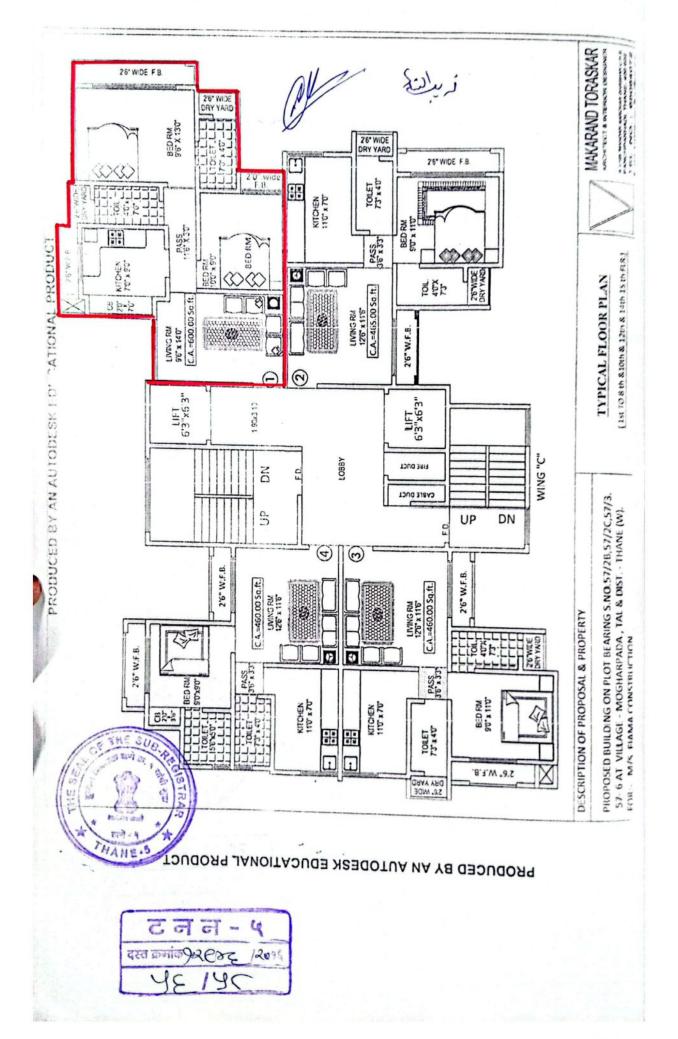
Naupad - Thane (W) - 400 602

Tel.: 022-25391179.



4





335/12946

मेगळवार,22 नोव्हेंबर 2016 7:21 म.ने.

बस्त गोपवारा भाग-1

रनन्त ५०५५ तस्त क्रमांकः 12946/2016

दस्त क्रमांक: टनन5 /12946/2016

बाजार मुल्य: रू. 36,38,800/-

मोबवला: रू. 19,00,000/-

भरलेले मुद्रांक शुल्कः क.2,24,800/-

दु. नि. सह. दु. नि. टनन5 यांचे कार्यालयात

अ. कं. 12946 वर वि.22-11-2016

रोजी 7:16 म.नं. वा. हजर केला.

पावनी:15955

पावनी विनाक: 22/11/2016

सावरकरणाराचे नाव: डीबुनीसा शीकत खान - -

नोंबणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 1160.00

पृष्टांची संख्या: 58

زيبالنه

दस्त हजर करणाऱ्याची सही:

एकुण: 31160.00

Joint Sub Registrar, Thane 5

Joint Sub Registrar, Thane 5

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 22 / 11 / 2016 07 : 16 : 00 PM ची वेळ: (सादरीकरण)

शिक्का कं. 2 22 / 11 / 2016 07 : 16 : 38 PM ची वेळ: (फी)

-प्रतिज्ञा पत्र -

सदर दस्तापेवज जोदणी कायता १९०८ नियम १९६१ अंतर्गत सरतुदीनुसार जोदणीस दाखान कोला अगरे व्यापाधील संपूर्ण मजकुर नियमक वायती, सार्वीचार व कामण जोठलेले काजदपत्रे दस्ताची सम्प्राम कायते होता कार्या जाता कियादक व्यक्ती संपूर्णपणे अवाच्या कार्या कियाद सरनांसरण दस्तांमुळे राज्यशासन / केंद्र मान्य प्राप्या कीयताही प्रमायदा / नियम / परिपत्रक यांचे उल्लंपन होत सही.

ريالنه

लिह्न पेणार सही

लिहुन देजार सही.

