
1) MR./MRS _____

2) MR./MRS _____

Between

1) MR./MRS _____

2) MR./MRS _____

REG. DATED :- / /2024

REGD _____ :- _____/2024



Pragney Ukarday
Proprietor

☎ 8850869554
✉ ukardaypragney@gmail.com
📍 Flat No. 103 Sai Anand CHS,
Gopinath Chowk, Dombivli West
🌐 www.marviconsultant.com

All type of Registrations

Agreement for Sale, Sale Deed, Development Agreement, Society Formation, Society Conveyance, Deemed Conveyance, Adjudication, Stamp Duty Refund



**Department of
Registration & Stamps**
Government of Maharashtra

नोंदणी व मुद्रांक विभाग
महाराष्ट्र शासन



ई-रजिस्ट्रेशन केंद्र

Avani Enterprises

- ◆ LEGAL SERVICES
- ◆ ONLINE LEAVE & LICENSE DONE HERE
- ◆ ALL TYPES OF AGREEMENT REGISTRATION
- ◆ सर्व प्रकारचे भाडे करारनामे नोंदणी करून मिळतील

SUMEET DHOTRE

☎ 7038292489

☎ 9833532687

📞 PhonePe

Govt. Authorised Service Provider
DOOR STEP REGISTRATION SERVICE AVAILABLE

Receipt (pavti)

71/22811

Thursday, December 05, 2024

12:59 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 24460 दिनांक: 05/12/2024

गावाचे नाव: टिटवाळा

दस्तावेजाचा अनुक्रमांक: कलन2-22811-2024

दस्तावेजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: केतन सोमनाथ धिंगे - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2500.00

पृष्ठांची संख्या: 125

एकूण:

रु. 32500.00

आपणाम मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
1:17 PM ह्या वेळेस मिळेल.

Joint Sub Registrar Kalyan 2

सह. मुख्य निबंधक बर्ग २,
कल्याण क्र. २

बाजार मूल्य: रु. 2537530/-

मोवदला रु. 4000960/-

भरलेले मुद्रांक शुल्क : रु. 280100/-

1) देयकाचा प्रकार: DHC रक्कम: रु. 500/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1224039718029 दिनांक: 05/12/2024

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु. 2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1224030820757 दिनांक: 05/12/2024

बँकेचे नाव व पत्ता:

3) देयकाचा प्रकार: eChallan रक्कम: रु. 30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH012076818202425E दिनांक: 05/12/2024

बँकेचे नाव व पत्ता:

Ketan
मुळ दस्त परत मिळाले.

गावाचे नाव : टिटवाळा

(1)विलेखाचा प्रकार	करारनामा
(2)मोवदला	4000960
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	2537530
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:कल्याण-डोंबिवली इतर वर्णन ;, इतर माहिती: , इतर माहिती: मौजे टिटवाळा येथील स.नं. 221/3/1पैकी 221/3/2 पैकी,221/4 पैकी आणि 221/6 पैकी या वरील वेदांत मिलेनिया हॅपीनेस(फेज-2)मधिल सदनिका क्र.2202,बाविसावा मजला,बी बिल्डिंग,क्षेत्र 44.15चौ. मी. कारपेट((Survey Number : 221/3/1पैकी AND OTHERS. ;))
(5) क्षेत्रफळ	1) 44.15 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-मे.थारवाणी इन्फ्रास्ट्रक्चर्स चे प्रो.प्रा. श्री. मोहन हरदासमल थारवाणी यांचे कु.मु म्हणून क. ज देणार सुमित सिद्धार्थ धोत्रे - वय:-38; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: थारवाणी इन्फ्रास्ट्रक्चर्स मीरा एन एन्स हॉस्पिटल जवळ, कल्याण अंबरनाथ रोड, उल्हासनगर, महाराष्ट्र, ठाणे. पिन कोड:-421002 पॅन नं:-AAOPT7033Q
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-केतन सोमनाथ घिगे -- वय:-32; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: ए-17, ओम आदिशक्ती बिल्डिंग, महाकाली नगर, मुलुंड पूर्व , महाराष्ट्र, मुम्बई. पिन कोड:-400081 पॅन नं:-BBAPG8411P 2): नाव:-कांचन गणेश लांघी -- वय:-28; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: ए-17, ओम आदिशक्ती बिल्डिंग, महाकाली नगर, मुलुंड पूर्व , महाराष्ट्र, मुम्बई. पिन कोड:-400081 पॅन नं:-AYVPL8013H
(9) दस्तऐवज करून दिल्याचा दिनांक	05/12/2024
(10)दस्त नोंदणी केल्याचा दिनांक	05/12/2024
(11)अनुक्रमांक,खंड व पृष्ठ	22811/2024
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	280100
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	



सह. दुय्यम निबंधक वर्ग २,
कल्याण क्र. २

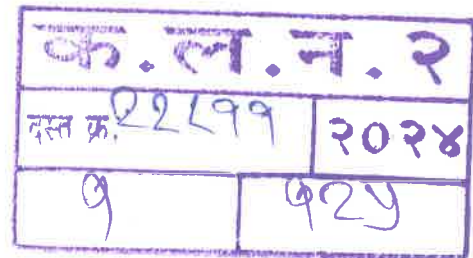
मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Valuation ID	202412053258	05 December 2024.12:45:12 PM			
मूल्यांकनाचे वर्ष	2024				
जिल्हा	ठाणे				
मूल्य विभाग	तालुका : कल्याण				
उप मूल्य विभाग	25/77-विभाग 1 टिटवाळा (33) टिटवाळा गावातील सर्व मिळकती				
क्षेत्राचे नांव	Kalyan/Dombival Municipal Corporation	सर्व्हे नंबर /न भू क्रमांक	सर्व्हे नंबर#221		
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक
11300	47500	54700	59400	54700	चौ मीटर
बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र(Built Up)-	48 565चौ मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय -	0 TO 2वर्षे	बांधकामाचा दर-	Rs 26620/-
उद्ववाहन सुविधा -	आहे	मजला -	21st and Above	कार्पेट क्षेत्र-	44 15चौ मीटर
Sale Type - First Sale					
Sale/Resale of built up Property constructed after circular dt 02/01/2018					
मजला निहाय घट/वाढ		= 110 / 100 Apply to Rate= Rs 52250/-			
घसा-यानुसार मिळकतीचा प्रति चौ मीटर मूल्यदर		=(((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी)+ खुल्या जमिनीचा दर)			
		= ((52250-11300) * (100 / 100)) + 11300)			
		= Rs 52250/-			
A) मुख्य मिळकतीचे मूल्य		= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र			
		= 52250 * 48 565			
		= Rs 2537521 25/-			
Applicable Rules		= 3. 9. 18. 19			
एकत्रित अंतिम मूल्य		= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + भेडनाईन मजला क्षेत्र मूल्य + लागतच्या गच्चीचे मूल्य(खुली बाल्कनी) + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + स्वयंचलित वाहनतळ			
		= A + B + C + D + E + F + G + H + I + J			
		= 2537521 25 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0			
		=Rs.2537521/-			
		= ₹ पंचवीस लाख सदतीस हजार पाच शे भूःवीस /-			

Home

Print





CHALLAN
MTR Form Number-6



GRN MH012076818202425E	BARCODE	Date 05/12/2024-10:44:03	Form ID 25.2
Department Inspector General Of Registration		Payer Details	
Type of Payment Stamp Duty		TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name KLN2_KALYAN 2 JOINT SUB REGISTRAR	Location THANE	Full Name	KETAN SOMNATH GHIGE
Year 2024-2025 One Time		Flat/Block No.	FLAT NO. 2202, 22ND FLOOR, BUILDING B
Account Head Details	Amount In Rs.	Premises/Building	
0030046401 Stamp Duty	280100.00	Road/Street	VEDANT MILLENIA HAPPONESS PHASE II
0030063301 Registration Fee	30000.00	Area/Locality	TITWALA
		Town/City/District	
		PIN	4 2 1 6 0 5
		Remarks (If Any)	SecondPartyName=MS THARWANI INFRASTRUCTURE~CA=0~Marketval=0
		Amount In	Three Lakh Ten Thousand One Hundred Rupees Only
Total	3,10,100.00	Words	
Payment Details IDBI BANK		FOR USE IN RECEIVING BANK	
Cheque-DD Details		Bank CIN	69103332024120511386
		Ref. No.	2902537812
Cheque/DD No.		Bank Date	05/12/2024-10:44:48
		RBI Date	Not Verified with RBI
Name of Bank		Bank-Branch	IDBI BANK
Name of Branch		Scroll No. , Date	Not Verified with Scroll

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाली लागू आहे. नोंदणी न करावयाच्या दस्तासाली सदर चलन लागू नाही. Mobile No. 8850869554

क.ल.न.२
दस्त क्र. 22799 2024
2 929

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 1224030820757	Date 03/12/2024
Received from KALYAN, Mobile number 8850869554, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R.Kalyan 5 of the District Thane.	
Payment Details	
Bank Name SBIN	Date 03/12/2024
Bank CIN 10004152024120319717	REF No. 470403308375
This is computer generated receipt, hence no signature is required.	



क.ल.न.२	
दस्ता क्र. २२१९९	२०२४
३	१२५

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 1224039718029	Date 03/12/2024
Received from KALYAN, Mobile number 8850869554, an amount of Rs.500/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R.Kalyan 5 of the District Thane.	
Payment Details	
Bank Name SBIN	Date 03/12/2024
Bank CIN 10004152024120317102	REF No. 433861688136
This is computer generated receipt, hence no signature is required.	



क.स.ल.न.२	
दस्त क्र. २२८११	२०२४
४	१२५

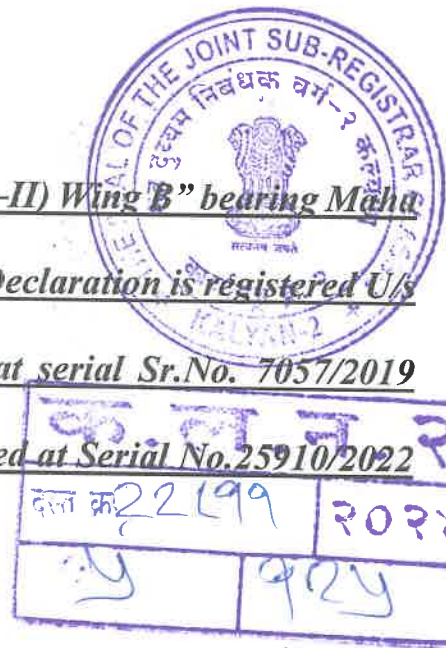
VILLAGE :-TITWALA, TALUKA:-KALYAN,
DIST :-THANE
WARD NO. :- _____
Apartment Rera :- 44.15 sq.mtrs.
carpet Area
Building is :- Stilt + 25 floors
Market Value :-Rs.25,37,530/-
Actual Value :-Rs.40,00,960/-
Stamp :-Rs.2,80,100/-

AGREEMENT FOR SALE

**U/S 4 OF THE MAHARASHTRA OWNERSHIP FLAT (REGULATION OF
THE PROMOTION OF CONSTRUCTION, SALE, MANAGEMENT &
TRANSFER) ACT, 1963**

in

**Project known as "Vedant Millenia Happiness (Phase-II) Wing B" bearing Maha
RERA No.P51700030699 in respect whereof Deed of Declaration is registered U/s
2 of Maharashtra Apartment Ownership Act, 1970 at serial Sr.No. 7057/2019
dated 15.05.2019 and Deed of Amendment is Registered at Serial No.25910/2022
Dated 15.11.2022**



This Agreement made at Titwala, Tal - Kalyan, Dist. Thane on this 5th day of
December, Two Thousand Twenty Four.

Developer's Sign: _____

Purchaser's Sign: _____
1.

BETWEEN

M/S. THARWANI INFRASTRUCTURE, a proprietorship firm through its proprietor **Shri. Mohan Hardasmal Tharwani (PAN NO. AAOPT7033Q)**, adult, Occupation Business having its office at Tharwani Infrastructure, Next to Meera NX hospital, Kalyan Ambernath Road, Ulhasnagar-421003, Dist. Thane hereinafter referred to as the "**PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, legal representatives, executors, administrator and assigns etc.) the **PARTY OF THE ONE PART**

AND**MR. KETAN SOMNATH GHIGE**

(PAN NO. **BBAPG8411P**) Indian Inhabitant, aged **32 years**, occp. **Service**.

MRS. KANCHAN GANESH LANGHI

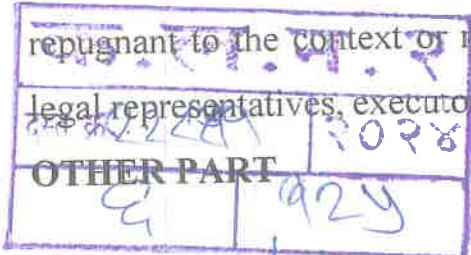
(PAN NO. **AYVPL8013H**) Indian Inhabitant, aged **28 years**, occp. **Service**.

Phone Number: 7758097043

Email id: ketanghige0@gmail.com / kanchangl1986@gmail.com

Residing at - A-17, Om Adishakti Building, Mahakalinagar, Mulund East, Mumbai - 400081.

hereinafter called as the "**ALLOTTEE**" (which expression shall unless it is repugnant to the context or meaning thereof mean and include his/her/their heirs, legal representatives, executors, administrator and assigns) of the **PARTY OF THE OTHER PART**



Developer's Sign: _____

Purchaser's Sign: _____

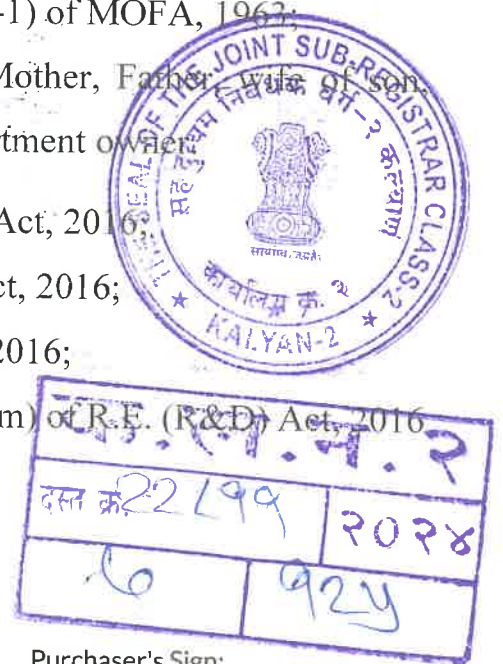
In this agreement, unless the context otherwise requires, the following terms are defined as under.

- i. MOFA 1963` means Maharashtra Ownership Flats (Regulation of Permission, Construction, Sale Management and Transfer) Act, 1963;
- ii. MOFA Rules 1964 means Maharashtra Ownership Flats (Regulation of Permission, Construction, Sale Management and Transfer) Rules, 1964;
- iii. R.E. (R & D) Act, 2016 means Real Estate (Regulation & Development) Act, 2016;
- iv. Agreement means an agreement executed by the OWNER/DEVELOPER/PROMOTER in favour of the allottee / purchaser under the provisions of Section 4 of the Maharashtra Ownership Flats (Regulation of Permission, Construction, Sale Management and Transfer) Act, 1963 read with provisions of Rule 5 of Maharashtra Ownership Flats (Regulation of Permission, Construction, Sale Management and Transfer) Rules, 1964 and the Agreement within the meaning of Section 2 (c) the Real Estate (Regulation & Development) Act, 2016;
- v. Allottee means the Allottee as defined in Section 2 (d) of R.E. (R&D) Act, 2016;
- vi. Apartment means as defined u/s 2 (e) of R.E. (R&D) Act, 2016;
- vii. Flat/Apartment means as defined in Section 2 (a-1) of MOFA, 1963;
- viii. "Family member"- Wife, Son's, daughter's, Mother, Father, wife of son, husband of daughter and Grant children of Apartment owner;
- ix. Architect as defined in Section 2 (h) of R.E. (R&D) Act, 2016;
- x. Building as defined in Section 2 (j) of R.E. (R&D) Act, 2016;
- xi. Carpet area as defined u/s 2 (k) of R.E. (R&D) Act, 2016;
- xii. Commencement Certificate as defined in Section 2 (m) of R.E. (R&D) Act, 2016 and issued u/s 45 of the M.R. & T.P. Act, 1966.

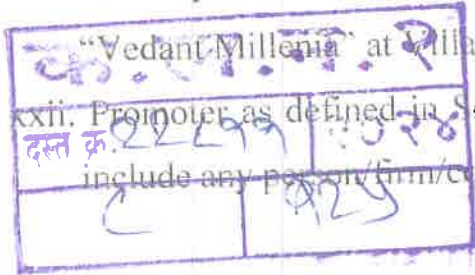
Developer's Sign: _____

B. G. Kanchan

Purchaser's Sign: _____



- xiii. Common area as defined in Section 2 (n) of R.E. (R&D) Act, 2016.
- xiv. General common area and facility as described in Deed of Declaration dated **13.05.2019** And Deed of Amendment Dated 15.11.2022 as defined herein.
- Xv. Deed of Declaration means the Deed of Declaration executed by the OWNER/PROMOTER/DEVELOPERS u/s 2 of the Maharashtra Apartment Ownership Act, 1970 read with Section 3 of the Maharashtra Apartment Ownership Rules, 1972 in Form "A" appended to the said Rules; which Deed of Declaration has been duly registered in the office of Sub Registrar, Kalyan at Sr.No. **7057** of **2019** on 15.05.2019; and Deed Of Amendment has been duly registered in the office of Sub Registrar, Kalyan at Sr.No.25919 of 2022 on 15.11.2022.
- xvi. Restricted Common areas and facilities means common areas and facilities which have been described in the Deed of Declaration.
- xvi. Common Expenses & Maintenance charges means the common expenses and maintenance charges of Vedant Millenia Happiness (Phase II) Apartment Condominium as defined in Deed of Declaration.
- xvii. Completion Certificate as defined in Section 2 (Q) of R.E. (R&D) Act, 2016;
- xviii. Planning Authority means Kalyan Dombivli Municipal Corporation.
- xix. Occupancy Certificate as defined in Section 2 (z)(f) of R.E. (R&D) Act, 2016.
- xx. Project as defined in Section 2 (ZJ) of R.E.(R&D)Act, 2016 and Real Estate Project means as defined in Section 2 (ZN) of R.E. (R&D) Act, 2016 i.e. Project known as Vedant Millenia Happiness (Phase II) Wing E bearing Registration No. **P51700030699**.
- xxi. The project means – "Vedant Millenia project" Means Development Project under taken by the Promoter. Project comprises of Ten phases On project known as "Vedant Millenia" at Village- Titwala, Taluka- Kalyan, district- Thane.
- xxii. Promoter as defined in Section 2 (Z)(k.) of R.E. (R&D) Act, 2016 and which include any person/firm/company or other legal 'juridical entity or association of



Developer's Sign: _____

Purchaser's Sign: _____ 4

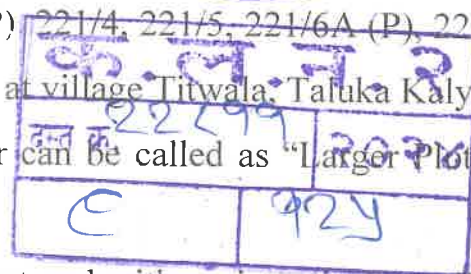
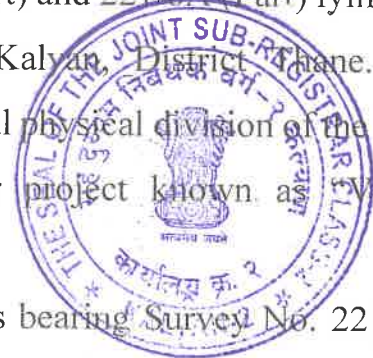
persons to whom OWNER/PROMOTER/DEVELOPER may transfer or assign the development rights in respect of the said project.

Sanction Plans means as defined in Section 2 (za) of R.E. (R&D) Act, 2016;

Note: The expression and terminologies not defined herein would derive their meaning from the Deed of Declaration. In case of any conflict between the meaning of any term or expression or any other aspect of this Agreement and the Deed of declaration, the terminology used or the meaning assigned in the Deed of Declaration will prevail;

WHEREAS –

- A. That the Promoter owns the plot of land admeasuring 13920 Sq. Mtrs. comprising of pieces and parcels of land bearing S. Nos. 221/3/1 (Part), 221/3/2 (Part), 221/4 (Part) and 221/6A (Part) lying and situated at village Titwala, Taluka Kalyan, Dist Thane within the limits of Kalyan Dombivii Municipal Corporation.
- B. The Grantor shall have liberty to subdivide lands bearing S. Nos. 221/3/1 (Part), 221/3/2 (Part), 221/4 (Part) and 221/6A (Part) lying and situated at Village Titwala, Taluka Kalyan, District Thane. The Subdivision will be made to ensure actual physical division of the lands as per the different phases of larger project known as "Medant Millenia".
- C. Promoter is absolute owner of the lands bearing Survey No. 221/3/1, 12/4 (P), 16/5, 219/3 (P), 221/3/2 (P), 221/4, 221/5, 221/6A (P), 221/2 (p), 16/2 A (p) and 238 (P), situated at village Titwala, Taluka Kalyan, Dist Thane. The said lands together can be called as "Larger Plot of Land".
- D. In order to have proper development and with an intention to utilise maximum building potential, the Promoter has divided said "Larger



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Plot of Land” into separate plots and has obtained requisite layout permission from the Planning Authority.

E. The Land bearing S. Nos . 221/3/1 (Part), 221/3/2 (Part), 221/4(Part) and 221/6A (Part) admeasuring 13920 Sq. Mtrs. Was owned and occupied by the Promoter. The layout plan of land admeasuring 13642sq.mtrs was sanctioned on 26.4.2017 by the Planning Authority. In the said sanctioned plan the said land admeasuring 13642 sq. mtrs was shown as plot A, thereafter the said sanctioned plan is revised. The Municipal Corporation has issued Commencement Certificate dated 29/07/2021 and Further Commencement Certificate Dated 10/11/2022 and Further Commencement Certificate Dated 08/02/2024 and has approved revised plan for said land admeasuring 13642 sq. mtrs. The building named as “VEDANT MILLENIA HAPPINESS PHASE II” is proposed to be constructed on said land admeasuring 13642 sq.mtrs. Out of 13642 sq.mtrs, 1805 sq.mtrs was affected by 30 mtrs D.P. road and 40 sq.mtrs by 12 mtr DP road. Vide registered agreement dated 17.11.2020 promoter has handed over possession of said 1845 sqmtrs to Kalyan Dombivali Municipal Corporation. Said agreement was registered in the office of Sub Registrar Kalyan at Sr.No 11813 of 2020. KDMC is duly mutated in 7/12 extract .As such remaining plot of land admeasuring **9295.08 Sq.Mtrs** out of which inclusive of Land area admeasuring 425sq mtrs is not in possession of Promotor is available for development. Said land is Described in **Schedule I**.



Promoter has reserved all rights to revise sanctioned layout and building

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plans. Upon such revision, if, the area of Recreational Garden/Compulsory open spaces/Amenity space is changed/alterd, and certain portion of land of Recreational Garden/Compulsory open

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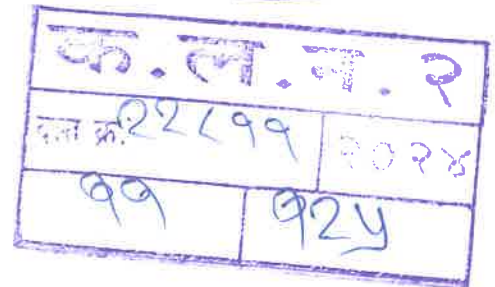
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spaces/Amenity spaces is handed over to planning authority then, flat purchasers shall not raise any objection for the same.

- F. The Promoter has acquired ownership of Said "Larger Plot of Land" under following registered documents;
- Vide Conveyance Deed dated 09.01.2017, registered with the Sub Registrar, Kalyan-2, bearing Sr. No. 188 of 2017, the Grantor has purchased land bearing Survey No. 221/3/1, situated at village Titwala, Taluka Kalyan, Dist Thane.
 - Vide Conveyance Dated 02.06.2017, registered with the Sub Registrar, Kalyan-2, bearing Sr. No. 5419/2017, the Grantor has purchased lands bearing Survey Nos. 12/4 (P), 16/5, 219/3 (P), 221/3/2 (P), 221/4, 221/5 and 221/6A (P) 16/2 A (p) , 221/2 (p)and 238 (P).
 - Vide Deed of Transfer dated 17/11/2020 M/s. Tharwani Infrastructure transferred ownership of the portion of land admeasuring 1845 sq. mtrs from S.no. 221/3/1 affected by development plan road in favor of Kalyan Dombivali Municipal Corporation
 - Vide lease Deed dated 21/12/2022 registered at serial No 38722/2022 the Promoter has given portion of land admeasuring 43.97sq.mtr's for 99 years to MSEDCL for transformer.



Developer's Sign: _____

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After execution of the said Conveyance dated 09.01.2017 and 02.06.2017, the name of OWNER/DEVELOPER/ PROMOTER has been recorded in the 7 x 12 extract as Owner of the said property.

The Grantor shall have liberty to subdivide plot of lands bearing S. Nos. 221/3/1 (Part), 221/3/2 (Part), 221/4 (Part) and 221/6A (Part) lying and situated at Village Titwala, Taluka Kalyan, District Thane. The Subdivision will be made to ensure actual physical division of the lands as per the different phases of larger project known as "Vedant Millenia". The Promoter shall also have the liberty to apply for preparation of revised revenue record (7/12) extracts as per said subdivision.

AND WHEREAS the Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove:

AND WHEREAS the Promoter/Developer is in possession of the project land.

AND WHEREAS The Promoter herein is well and sufficiently entitled to sell and/or deal and/or lease with in its own name and at its own risk and costs self-contained Apartment in the said project on such terms and conditions as it may deem fit.



WHEREAS The Land bearing S. Nos. 221/3/1 (Part), 221/3/2 (Part), 221/4 (Part) and 221/6A (Part) admeasuring 13642 Sq. Mtrs. was owned and occupied by the promoter. The layout plan of land admeasuring 13642 Sq. mtrs was sanctioned on 26.4.2017 by the Planning Authority. In the said sanctioned plan the said land admeasuring 13642 Sq. mtrs was shown as plot A, thereafter the said

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The Municipal Corporation has issued Commencement Certificate Dated 29/07/2023 and Further Commencement Certificate Dated 08/02/2024 and has

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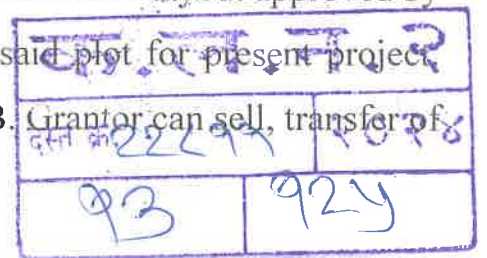
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approved revised plan for said land admeasuring 13642 sq. mtrs. It is pertinent to note that the plot B admeasuring 278 sq.Mtrs is deleted and not part of Vedant Millenia Happiness Phase -II in the revised sanctioned layout approved by KDMC on 29/07/2021 Grantor has not used FSI of said plot for present project. Grantor has reserved all rights in respect of said Plot B. Grantor can sell, transfer of develop said plot B as per his own choice.

AND WHEREAS That the Grantor has proposed to construct multistoried buildings named as “Vedant Millenia Happiness Phase II” and “Vedant Millenia Club House”, on the parcel of land, described as Plot A in the sanctioned plans dated 26.4.2017, further revised on 29/07/2021, Further Revised on 10/11/2022 and Further Commencement Certificate Dated 08/02/2024 according to plans which are approved by Kalyan Dombivali Municipal Corporation. The Promoter has received Part Occupancy Certificate of wing “A” dated 23/12/2022 bearing Serial No KDMC/TDP/CC/KD/341. Deed of Declaration dated 15.05.2019 and Deed of Amendment dated 15/11/2022 is in respect of “Vedant Millenia Happiness Phase II”. Copies of 7/12 extract, NA permission, Commencement Certificate and latest Sanctioned Plan are annexed as **Annexure A**.

It is pertinent to note that the plot B admeasuring 278 sq.mtrs is deleted and not part of Vedant Millenia Happiness Phase II in the revised sanctioned layout approved by KDMC on 29/07/2021 Grantor has not used FSI of said plot for present project. Grantor has reserved all rights in respect of said Plot B. Grantor can sell, transfer of develop said plot B as per his own choice.



The plan for showing the location of Sewage Treatment Plant (STP)/ Organic Waste converter (OWC)/transformers / Fire Fighting Pump Room is annexed here with as **Annexure- B**. The Promoter has reserved his right to change the location of Sewage Treatment Plant (STP)/ Organic Waste converter (OWC)/ transformers / Fire Fighting Pump Room as may be required. The promoter reserves the right to lease

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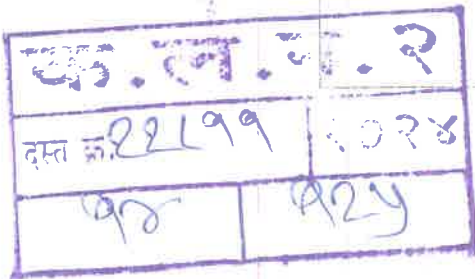
out the Transformers/ Sub-stations to MSEDCL if it is made compulsory by the MSEDCL at any point of time and the flat purchasers shall not raise any objection for the same.

The postal address of the buildings will be as under-

“Vedant Millenia Happiness” [Phase II], S. Nos. 221/3/1 (Part), 221/3/2 (Part), 221/4 (Part) and 221/6A (Part), Village Titwala, Taluka Kalyan, Dist Thane.

That the details of Buildings, as per the latest sanctioned Plan, are as under: -

Sl. No.	Wings	Floors
1	A	S+21 (Approved) Occupancy Certificate received
2	B	S+25 (Approved)
3	C	S+15 (Approved) S+25 (Future expansion against premium/Ancillary/TDR)
4	D	G+1 (Approved) G+26 (Future expansion against premium/Ancillary/TDR)
5	E	G+3 (Approved) G+26 (Future expansion against premium/Ancillary/TDR)



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Promoter has reserved all rights to revise sanctioned layout and building plans from Wing B to Wing E. Upon such revision, if, the area of Recreational Garden/Compulsory open spaces/Amenity space is changed/alterd, and if certain portion of land of Recreational Garden/Compulsory open spaces/Amenity spaces is handed over to planning authority then, flat purchasers shall not raise any objection for the same.

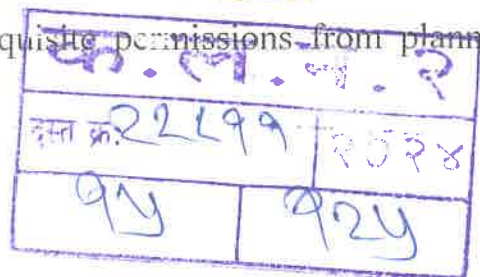
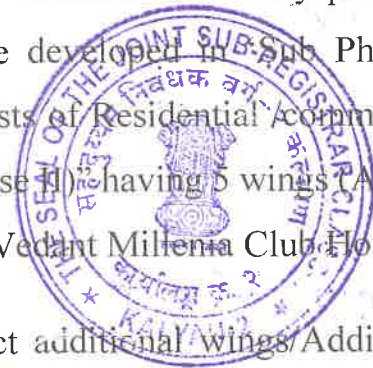
Common Apartment Society Office and Drivers Room for all building i.e. A to E of Phase – II is situated on first floor of Wing “C”. The promoter will hand over the common condominium society office to the society after completion of construction of all buildings i.e A to E

The Allottee hereby also gives his/her/its irrevocable consent to the Promoter developing “**Vedant Millenia**” in such phase wise manner as the Promoter may determine, even after the promoter shall have completed the construction of the unit hereby agreed to be sold to the Allottee.

The Allottee hereby agrees to all the facilities and assistance that the Promoter may require from time, but at the costs and expenses of the Promoter so as to enable the Promoter to complete the development of “**Vedant Millenia**” in the manner that may determined by the promoter.

AND WHEREAS The Promoter/Developer hereby declares that every phase of ‘VEDANT MILLENIA’ is further proposed to be developed in Sub Phases’. Vedant Millenia Happiness (Phase II) project consists of Residential/commercial building named as “Vedant Millenia Happiness (Phase II) having 5 wings (A to E) and separate G+2 structure (club house) named as “Vedant Millenia Club House”.

The Promoter/ Developer has decided to construct additional wings/Additional floors in the said phase II after obtaining requisite permissions from planning authority from Time to Time.



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As per the Provisions of the Real estate (Regulation and Development) Act, 2016 it is permissible to register a separate project for every wing of a building. The Grantor has proposed to obtain separate RERA Registration for every wing of “Vedant Millenia Happiness (Phase II)”. The “Vedant Millenia Happiness (Phase II)” comprises of 5 wings out of which the plans in respect of 5 wings is sanctioned. The building “Vedant Millenia Happiness (Phase II)” will be constructed as phase wise manner. Every wing shall be INDEPENDENT Phase and will be registered under RERA accordingly. In respect of sanctioned wings, the RERA registration would be obtained separately, under the Following names: -

- i. VEDANT MILLENIA HAPPINESS (PHASE II) WING A
- ii. VEDANT MILLENIA HAPPINESS (PHASE II) WING B
- iii. VEDANT MILLENIA HAPPINESS (PHASE II) WING C
- iv. VEDANT MILLENIA HAPPINESS (PHASE II) WING D
- v. VEDANT MILLENIA HAPPINESS (PHASE II) WING E

Every wing of “Vedant Millenia Happiness Phase II” is to be treated as separate phase in itself. Therefore, for the purposes of modification in sanctioned plans, the consent of the occupants/flat purchasers of concerned phase shall only be required. For Example: For modification proposed in Wing B, consent of Wing A occupants shall not be necessary and the said occupants shall not raise any objection for the same.



Note: Developer/Promoter has reserved its right to construct additional wings or delete wings or increase floors or decrease floors after obtaining requisite permission.

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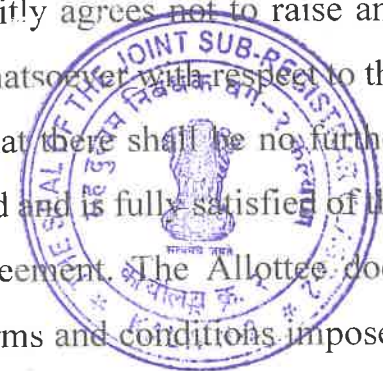
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AND WHEREAS the Allottee is offered an Apartment bearing No. **2202** on the **22nd Floor** (hereinafter referred to as said "Apartment") in "**B**" Wing building, being constructed in Phase II of said Project by the Promoter

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at **Tharwani Infrastructure Vedant Millenia Happiness Phase II Wing B, Titwala - [E]** No. **P51700030699** authenticated. Copy is attached in **Annexure "C"**.

AND WHEREAS the Promoter has appointed Epicons Consultants Pvt Ltd, consulting Engineers, for the preparation of the structural design and drawings of the building and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents pertaining to the title of the project land, tentative location and building plans the said Approved plans, various other specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; The Allottee has satisfied himself/ itself with all the documents as aforementioned and the Promoter's rights to the Project land and to construct the said Building thereon and the Allottee hereby explicitly agrees not to raise any dispute, complaint, and' or grievance of any nature whatsoever with respect to the same thereof. The Allottee further hereby confirms that there shall be no further investigation or objection by the Allottee in that regard and is fully satisfied of the competency of the Promoter to enter into this Agreement. The Allottee does hereby agree and undertake to be bound by all the terms and conditions imposed by KDMC with regard to various sanctions, permissions, approvals etc., including the said Approved Plans at all times.



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AND WHEREAS the Allotee hereto being interested to have allot, given, transfer and assign the said premises, approached the promoter with an offer in that behalf. In pursuance thereof the parties hereto held meetings by and between themselves wherein the promoter disclosed to the Allottee all the aforesaid facts and also gave information and inspection of documents relating to the same and the allottee hereto got himself/ herself/ themselves fully satisfied about the same and the Parties hereto thereupon finalized the transaction as to price/ consideration and other terms and conditions with regard to promoter giving and the Allottee acquiring from the Promoter's rights and interest in respect of the said premises. The said documents are as under.

- i. Sale Deed/Conveyance dated 09.01.2017 and 02.06.2017 referred herein above executed in favour of OWNER/DEVELOPER/PROMOTER.
- ii. 7/12 extracts of lands bearing Survey No. 221/3/1 (p), 221/3/2 (p), 221/6A (p) and 221/4A (p) along with N.A. Order.
- iii. Commencement Certificate.
- iv. Copies of actual extract of the first page of the Sanctioned Layout and the page of the block plan of the tenement hereby agreed to be sold.

Note: After applying for revision of plans, dimensions shown in sanctioned layout plan may vary from dimensions that are available at site.

AND WHEREAS the authenticated copies of certificate of title issued by Adv. Satish N Notari, dated 09th February, 2024 Advocates for the Promoters is annexed hereto and marked as Annexure "D".

AND WHEREAS the Report on the Search of the said property which was taken from the office of the Sub-registrar of Assurances has been given by the Searcher Shri G. H. Jagtap which is annexed hereto and marked as Annexure "F" to this Agreement.

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Purchaser's Sign: _____

AND WHEREAS the authenticated copy of plan of the Apartment/Shop/Commercial/ Office agreed to be purchased by the Allotee, as sanctioned and approved by the local Authority/ Kalyan Dombivli Municipal Corporation have been annexed hereto and marked as **Annexure "F"**. The approximate carpet area of the Apartment as defined in R.E. (R& D) Act, 2016 is marked in yellow colour. The plan showing location & size of columns/pillars which protrude inside the Apartment/Shop/Commercial agreed to be purchased by the Allotee, have been annexed hereto and marked as **Annexure "F1"**.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority i.e. Kalyan Dombivli Municipal Corporation to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the Kalyan Dombivli Municipal Corporation.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allotee has applied to the promoter for allotment of Apartment/Shop/Commercial bearing No. **2202** on the **22nd Floor** (hereinafter referred to as said "Apartment") in "**B**" Wing building, being constructed in Phase II of said Project by the Promoter.

AND WHEREAS the carpet area of the said Apartment is **44.15 Sq.mtr** square meters as defined in R.E. (R& D) Act, 2016. The building/s will be constructed in

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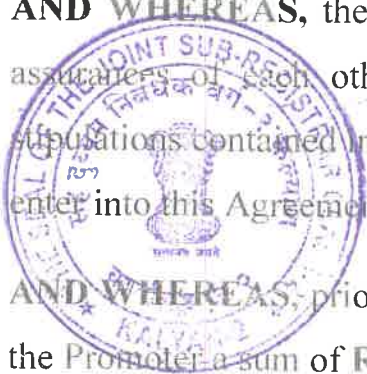
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accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Allottee with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority / Government to be made in them or any of them for a total lump sum consideration of Rs.40,00,960/- (Rupees Forty Lakh Nine Hundred And Sixty Only) which includes the Cost of the Apartment including but not limited to grill charges, video door phone, floor rise charges, premium location charges, infrastructure development charges including but not limited to charges towards construction of internal roads, landscaping, charges towards construction and installation of electric substation/s. transformer/s, generator/s, water meter/s, sewage treatment plant/s, electricity meter/s charges, water connection/s charges including digging, laying and installation of pipelines and overhead tank/s, underground tank/s and bore well/s, legal charges, charges towards construction of common amenities. However the said amount exclude Goods and service Tax (GST) and does not include Municipal taxes or levies, cess etc or any such statutory taxes/cess/duties etc nor does it include the 3 years advance maintenance charges which would be required to be paid by the Allottee before handing over of the possession of the tenements by the Owner/Promoter/Developer to the Allottee nor does it include any other amounts or taxes.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs.51,000/- (Rupees Fifty One Thousand Only) being part

payment of the sale consideration of the Apartment /Shop/Commercial/ Office agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and



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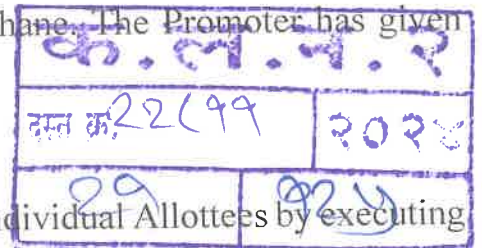
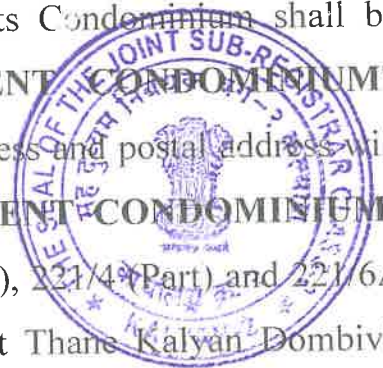
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acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment.

AND WHEREAS The Promoter has executed and registered the Deed of Declaration dated 15.05.2019 and Deed Of Amendment Dated 15/11/2022 As per the said Deed of Declaration the name of the Apartments Condominium shall be **"VEDANT MILLENIA HAPPINESS APARTMENT CONDOMINIUM"** (Phase II totally admeasuring 11797sq.mtrs). Its address and postal address will be **"VEDANT MILLENIA HAPPINESS APARTMENT CONDOMINIUM"** (Phase II), bearing S. Nos. 221/3/1 (Part), 221/3/2 (Part), 221/4 (Part) and 221/6A (Part) situated at village Titwala, Taluka Kalyan, Dist Thane Kalyan Dombivli Municipal Corporation, Taluka - Kalyan, District Thane. The Promoter has given inspection of said Deed of Declaration.



a) All the apartments will be sold to the one or more individual Allottees by executing the separate Deeds of Apartments. Each owner will obtain a particular and exclusive property right thereto and each apartment will constitute a heritable and transferable immovable property within the meaning of any law for the time being in force in the State of Maharashtra (hereinafter referred to as the "Family Unit" or "Tenement") and also an undivided interest in the General and/or Restricted Common Areas and Facilities of the buildings all of the above in accordance with the provisions of the Maharashtra Apartment Ownership Act, 1970. Further, on account of formation of an Apartment Condominium under the provisions of the Maharashtra Apartment

Developer's Sign: _____

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Ownership Act, 1970, no separate Conveyance for land and the buildings will be required to be executed in favour of such Apartment Condominium since a separate Deed of Apartment will be executed and registered in favour of individual Allottees of Tenements in the Apartment Condominium, who will be the members of the Condominium and in the said Deeds of Apartment a fraction of the total ownership rights in the General Common Areas and Facilities of the said Apartment Condominium will be transferred to the said Allottees and thus the Condominium will be the owner of the "Said Property".

b) The general description of the location of the structures in the condominium are provided in the Deed of Declaration. The detailed description of all the Tenements/family units (Apartments) is given in the Deed of Declaration. The said clauses and shall be treated as part and parcel of present Agreement. This description does not include the description of the Watchman's Cabin. Or in the event of the change in the DC Rules of Kalyan Dombivli Municipal Corporation and availability of TDR on the "Said Property" in future. The OWNER/DEVELOPER/PROMOTER has retained the exclusive right to use any additional F.S.I./T. D. R. which may become available in respect of the "Said Property" either on account of any change in the DC Rules or amendment to the M. R. & T. P. Act, 1966. In such eventuality, the OWNER/DEVELOPER/PROMOTER will be entitled to use and consume such additional F.S.I./T. D. R. on the same land. In case such a situation arises on account of any change in the D.C. Rules or on account of any other changes in the Rules or Regulations, in such an eventuality, the OWNER/DEVELOPER/PROMOTER will be entitled to use and consume the said additional F.S.I./T. D. R. by carrying on additional construction on the Said Land and building standing thereon. In the event the OWNER/DEVELOPER/PROMOTER decides to consume



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such additional F.S.I./T. D. R. as the case may be, the OWNER/DEVELOPER/PROMOTER may either use it itself or transfer the right to use the same to any other

Developer's Sign: _____

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Purchaser's Sign: _____ 18

person or firm. The owners/occupants of all the tenements in the buildings will not have any right to raise any objection to any such additional construction.

c) Grantor has reserved all rights to revise sanctioned layout and building plans. Upon such revision, if, the area of Recreational Garden/Compulsory open spaces/Amenity space/Parking Space is changed/altered, and if certain portion of land of Recreational Garden/Compulsory open spaces/Amenity spaces is handed over to planning authority then, flat purchasers shall not raise any objection for the same.

d) After getting the permission for the additional buildings and additional floors, the OWNER/DEVELOPER/ PROMOTER will execute an Amended Deed to the executed and registered Deed of Declaration wherein, the number of the tenements and the number of floors of all buildings will be indicated and reference will be made to the revised/new Development Permission.

e) Common areas and facilities and restricted Common areas and facilities in Apartment Condominium shall be as provided in the Deed of Declaration dated 15.05.2019 and Deed of Amendment Dated 15.11.2022 and future amendments made therein.

f) The right, title and interest of each owner of family unit in the general and restricted common areas and facilities shall be as provided in the Deed of Declaration and future amendments made therein.

AND WHEREAS COMMON AMENITIES FOR ALL THE PHASES PROPOSED BY PROMOTER:

i. The Kalyan-Dombivli Municipal Corporation (for short KDMC) vide building permission dated 26/04/2017, further revised on 29/07/2021 and

Developer's Sign: _____

Rajiv Kamchan

Purchaser's Sign: _____

Further Revised On 10/11/2022 and Further Revised On 08/02/2024 has granted a permission to commence a construction on plot of land bearing Survey Nos. 221/3/1 (part), 221/3/2 (part), 221/4(part), 221/6 (part) situated at Village Titwala, Tal.: Kalyan, Dist.: Thane. As per the said sanction, the grantor has commenced the construction.

- ii. As per the above referred building permission, the grantor has been permitted to construct a structure called as Club House having Ground + 2 upper floors. Though the said structure is titled as Club House, it is independent structure and not an amenity structure common for all phases (I to X).
- iii. The Promoter has proposed to construct the said independent structure called as Club House on southern portion of the plot. The said southern portion shall be separated by constructing a partition wall. The location of said partition line is shown on the sanctioned building Plan dated 26/04/2017 further revised on 29/07/2021 and Further Revised On 10/11/2022 and Further Revised On 08/02/2024 attached hereto as **Annexure "C"**.

- iv. The ownership of said independent structure, called as Club House, is proposed to be retained by Promoter. Even after execution of present Deed of Declaration, the prospective Flat purchasers / Apartment owners except permissive right of user shall not have any right, title and ownership over the said independent structure called as Club House. Promoter shall also have proportionate ownership in land described in **Schedule – IA**, the exact area shall be calculated upon completion of entire construction of Phase II.

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v.	The VEDANT MILLENIA CLUB HOUSE is proposed to be constructed on
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mtr	wide DP road. The structure is proposed to be constructed by using floor

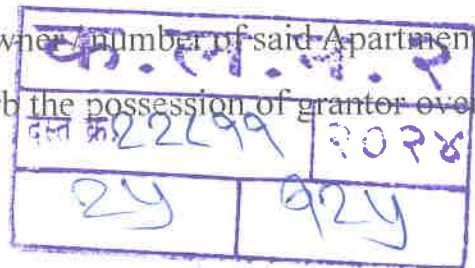
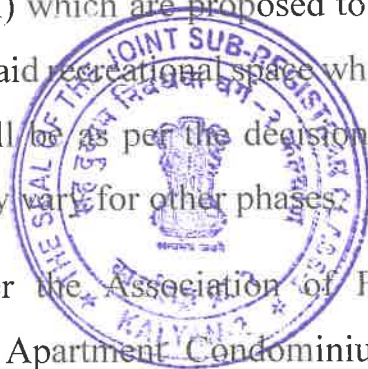
Developer's Sign: _____

Purchaser's Sign: _____

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area. The portion of land, on which the structure is proposed, is not an compulsory open space or recreational area. The said club house is independent structure, proposed by the Developer for the use and enjoyment as per his choice.

- vi. The southern portion of plot of land of Vedant Millenia Club Bliss which is shown in yellow color on a Plan annexed herewith and marked as **Annexure 'G'** shall remain in possession of grantor which has common for all the phases (I to X). The portion shown in green color are the lands which will be used for constructing multistoried building.
- vii. The said independent structure called as Club House and the other amenities like Swimming Pool, etc. which are proposed to be constructed by Promoter on the land adjacent to the said Club House shall exclusively belong to the Promoter. The southern portion of plot (highlighted in yellow colour) in **Annexure "G"** is referred as 'Vedant Millennia Club Bliss'.
- viii. As stated in this Deed of Declaration, the Promoter has proposed to construct the said independent structure called as Club House and has also decided to develop the land adjacent to said Club House (highlighted in yellow color on the Plan annexed as "**Annexure G**") as a recreational space for himself and for the Flat purchasers of all phases (I to X) which are proposed to be developed by him. The usage and enjoyment of said recreational space which is called as 'Vedant Millennia Club Bliss' shall be as per the decision of Promoter himself. The terms and conditions may vary for other phases.
- ix. The Promoter has made it clear that neither the Association of Flat purchasers i.e. 'Vedant Millennia Happiness Apartment Condominium' Phase II or any Flat purchaser / apartment owner / number of said Apartment Condominium shall have any right to disturb the possession of grantor over



Developer's Sign: _____

Devika Kamchan

Purchaser's Sign: _____

the portion of "Vedant Millenia Club Bliss" shown in yellow color on the Plan annexed hereto as "Annexure G".

x. As stated in the Deed of Declaration and the other Deeds of Declaration which will be executed in respect of the respective phases, the Promoter has decided to permit the Flat purchasers of all phases (Phase I to X) to use and enjoy the facilities provided in 'Vedant Millenia Club Bliss', however, said permission is not exclusive and shall be subject to the terms and conditions which will be spelled out in the respective Deeds of Declarations/Flat Agreement. The actual and physical possession will remain with Promoter. The permissive entry shall be provided on the terms and conditions spelled out in the Deed of Declaration. Ownership of said "VEDANT MILLENIA CLUB BLISS" shall remain with Promoter till completion of the development of all the phases (i.e Phase I to Phase X) and after completion of said development, the ownership of said "VEDANT MILLENIA CLUB BLISS" may be transferred to the body corporate formed by the occupants of all phases. Presently construction work of "Vedant Millenia Phase I" is completed and after receiving the Occupancy certificate the promoter has handed over the Peaceful and Vacant possession of the flats to the respective Flat Purchasers. The said body corporate shall include one representative of every phase. It shall be responsibility of Promoter to maintain the said club bliss only upto completion of all phases of Vedant Millenia Project as described in this Deed of Declaration. Promoter has proposed to assign Right, Title & Interest in the said Vedant Millenia club bliss to the body corporate on the terms and conditions which will be specified in the document of transfer which will be executed in favor of such body corporate.

After handing over of charge to Body Corporate, Grantor shall not be responsible for said maintenance. It shall be duty of such body corporate to



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Pratigya Komdhar

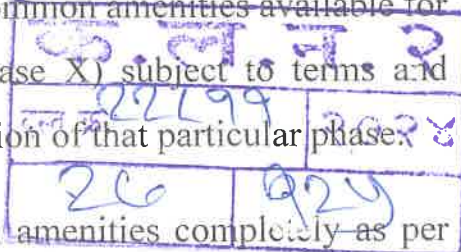
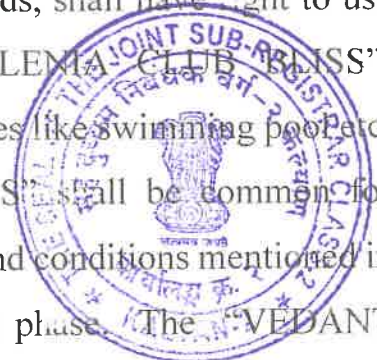
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collect maintenance from the Flat Customers and look/maintain after the said club bliss.

- xi. After execution and registration of Deed of Declaration and individual Deeds of Apartment, every Apartment Owner shall have undivided ownership in the plot described in schedule I of land. None of Apartment Owner shall raise any dispute on the said issue of possession. By executing Deed of Declaration and inserting the specific clause about entitlement of grantor to retain possession of "Vedant Millenia Club Bliss", the Promoter has made all prospective Apartment Owners/Allottees aware about all facts. Hence, it will not be open to any Apartment Owner/Allottees to raise dispute about possession of Promoter marked as Yellow Portion and Hash Portion in Annexure E.

AND WHEREAS

- (i) The members of VEDANT MILLENIA HAPPINESS APARTMENTS CONDOMINIUM (Phase II) along with members of other condominiums which will be formed by the Promoter in phase wise manner in the vicinity of said property and/or on the above referred lands, shall have right to use and enjoy the facilities of "VEDANT MILLENIA CLUB BLISS", consisting of club house along with other amenities like swimming pool etc. The said "VEDANT MILLENIA CLUB BLISS" shall be common for apartment holders of all phases subject to terms and conditions mentioned in the Deed of Declaration of that particular phase. The "VEDANT MILLENIA CLUB BLISS" will be used as common amenities available for occupants of all phases (i.e. Phase I to Phase X) subject to terms and conditions mentioned in the Deed of Declaration of that particular phase.
- ii. The Promoter is providing the said common amenities completely as per



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Purchaser's Sign: _____

discretion of Grantor and without any statutory obligation as such. The Promoter is providing said amenities in addition to the facilities/amenities provided exclusively for individual phases.

- iii. Promoter may maintain the club by appointing staff. Promoter shall also have a right to assign work of maintenance to third Party/ Agency by paying necessary charges to them.
- iv. The "VEDANT MILLENIA CLUB BLISS" will be used as common amenity available for occupants of all phases (i.e. Phase I to Phase X). Details of which are mentioned in Deed of Declaration..

A. The Non Refundable Entrance fees of the said club shall be as under:

- i. 1 BHK - Rs. 10,000/-
- ii. 2 BHK - Rs.15,000/-
- iii.3 BHK - Rs. 20,000/-
- iv. SHOP - Rs. 10,000/-

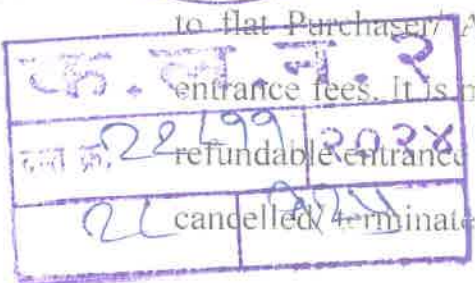
B. The Promoter will have every right to revise i.e. increase or decrease the amount of non- refundable entrance fees.

The Allottee/flat purchaser/shop purchaser will have to pay the said non-refundable entrance fees before taking possession of the flat/Apartment/shop.

D. After payment of the said non- refundable entrance fees, it will not be open

to flat Purchaser/ Allottee to claim refund of the said non- refundable entrance fees. It is made clear that the Promoter shall not refund any non-

refundable entrance fee. Even if any flat Agreement/ Deed of apartment is cancelled/ terminated or otherwise, the non- refundable entrance fee shall



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Bhatnagar Kamchan

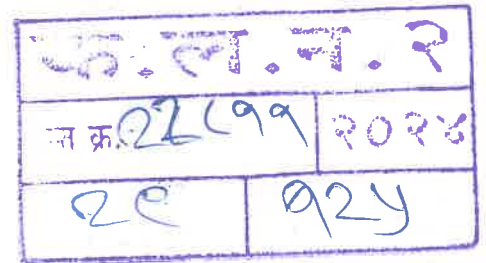
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not be refunded. It is made clear that the amount of non-refundable entrance fees or maintenance charges of Vedant Millenia Club Bliss paid by Allottee shall not be refunded and/ or adjusted even after sale/ transfer of flats/ Apartment. The new purchaser will have to pay fresh Non refundable Entrance fees and maintenance charges of Vedant Millenia Club Bliss on the terms and conditions which will be fixed by the Grantor at the time of giving membership to such new purchaser. For any reason there shall not be any refund.

E. It is made clear that the Flat Purchaser/ Allottee shall not have any right to assign or transfer the Club membership. Upon sale, transfer, lease, execution of Leave and License, or for any reason the possession of Flat/ Apartment is handed over to the third Party, the Original Allottee shall cease to be the member of Club. However it is made clear that it would be binding on all the subsequent Allottees to pay the non-refundable entrance fees and Club House Maintenance charges payable for 10 years. Provided that the Promoter shall have all rights to increase the amount of non-refundable entrance fees and Club House Maintenance to be charged from the Subsequent Allottees

F. The Promoter has decided to collect Club Maintenance charges in advance at following monthly rates;-

1. For 1 BHK – Rs.300/-
2. For 2 BHK – Rs.350/-
3. For 3 BHK – Rs.400/-
4. For SHOP – Rs.300/-



The Allottee/flat purchaser/shop purchaser will have to pay the Club Maintenance charges payable for 10 years before taking possession of the flat/Apartment/shop.

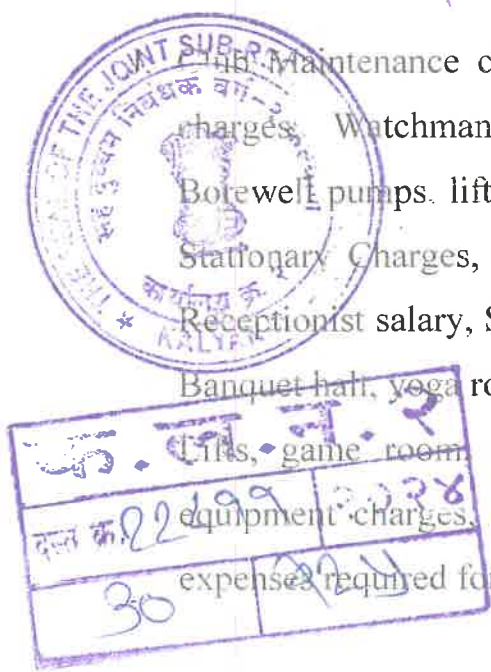
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Pragya Kamchan

Purchaser's Sign: _____

- The Promoter shall have all rights to revise i.e. increase/decrease the amount of non-refundable entrance fees and Club House Maintenance to be charged from the Subsequent Allottees.
- G. It is made clear that the Promoter shall not be liable to make any contribution towards Club Maintenance amount payable for common expenses, So long as the flats are unsold and unoccupied. The flat Purchase/ Allottee shall not raise any claim against grantor to make any such contribution. After the flats are sold to flat customers, the said flat customers shall be liable to pay monthly maintenance from the date of Agreement.
- H. The Allottee will have to pay the club maintenance charges of 10 years at a time in advance before taking possession of Flat/Apartment.
- I. After completion of 1st period of 10 years, the Allottee shall pay the maintenance charges in advance, for next period of 10 years. The said arrangement shall continue till handing over of 'CLUB' to body corporate on completion of all the Phases i.e. Phase I to Phase X.

Maintenance charges shall be used for Electricity Charges, Water charges, Watchman Charges, Gardening charges, cleaning charges, Botewell pumps, lifts, Property Tax of Club House, Accountant charges, Stationary Charges, Supervisor salary, Salary of Trainor's, Fees of CA, Receptionist salary, Sweeper salary, for maintenance of Creche, Cafeteria, Banquet hall, yoga room, squash court, Mini Theatre, Net lounge/ Library/ Lifts, game room, Sauna and steam, Swimming pool, Gym/ Temple equipment charges. All fittings & Fixtures and any other miscellaneous expenses required for maintenance, repairs etc arising in future.



Developer's Sign: _____

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- v. The construction work of Vedant Millenia Club Bliss is in progress. The above referred maintenance charges shall be made applicable from the completion of Vedant Millenia club house structure. Without payment of club maintenance none of the Allottee /Apartment owner shall be allowed to use/enjoy/enter the referred club premises i.e. portion highlighted in yellow color to the plan annexed herewith as Annexure G”.
- vi. The Developer shall be under the obligation to maintain the club so long as all allottees/purchasers pay their respective maintenance regularly and without any default.
- vii. Club will be for all phases (Phase I to Phase X) subject to terms and conditions mentioned in the Deed of declaration of that particular phase and occupants of Vedant Millenia Happiness Apartments shall not claim exclusive right over the use and enjoyment of said club and land used for developing said club.
- viii. The Promoter shall have all rights to revise i.e. increase/decrease the amount of non-refundable entrance fees and Club House Maintenance to be charged from the Subsequent Allottees.
- ix. The non- refundable entrance fees and maintenance charges payable for Club Bliss shall be solely at the discretion of Grantor. The grantor shall have entire liberty to grant concessions in payment of such non- refundable entrance fees and maintenance charges. The flat purchasers shall not raise any objection in future for the concessions which will be granted to some of the flats purchasers.
- x. Family members of Club Member who has cleared the dues shall be allowed to use the club highlighted with yellow colour in Annexure G”.



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- xi. Promoter shall have every right to give membership of club to outsiders who have not purchased the flats/units/apartments/ shops in Vedant Millenia Phase I to Phase X. The Club membership charges and Club Maintenance charges for such members shall be as per discretion of Grantor.

Note: The Grantor/promoter shall have all rights to revise the plans of said Vedant Millenia Club Bliss & design of swimming pool as granted by Planning Authority. Upon revision, built up area of Vedant Millenia Club Bliss may change as per revised permission granted by Planning Authority.

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

1. The Promoter shall construct the said building consisting of Stilt + 25 upper floors approved on the project land in accordance with the plans, designs and specifications as approved by the Planning authority from time to time. The grantor/ Developer/Promoter has registered Deed of Declaration dated 15.05.2019, and Deed of Amendment dated 15/11/2022. Further the promoter after receiving required approvals and additional TDR & FSI reserves his right to make further modification by carrying out future amendments in Deed of Declaration. Clauses of said Deed of Declaration shall be treated as part of this agreement. In case of conflict, clauses of Deed of Declaration shall prevail.

The present Agreement is in respect of Wing B of Vedant Millenia Happiness Apartment Condominium Phase II. The Builder does not intend to make changes in Wing B. Whereas Wing C to Wing E and other buildings will be constructed as per sanctioned building plans approved by concerned authority time to time.

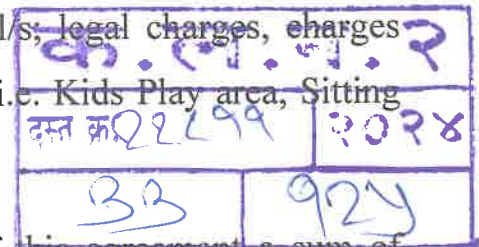
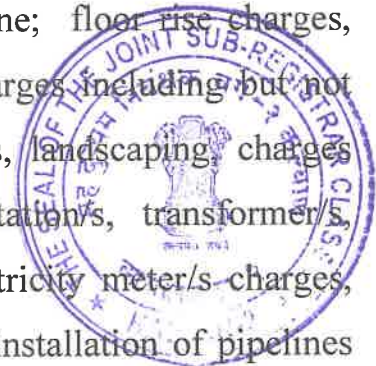
1.(a). The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee (I) Apartment/Shop/Commercial No. 2202 on the 22nd floor in the building "B" Wing in Vedant Millenia Happiness (Phase II)

2202	
22 nd floor	in the building "B"
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Developer's Sign: _____

Purchaser's Sign: _____ 28

(hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure "F" having the carpet area of **44.15 sq.mtrs** as defined in R.E. (R& D) Act, 2016 been seen and approved by the Allottee with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority / Government to be made in them or any of them for a total lump sum consideration of **Rs.40,00,960/- (Rupees Forty Lakh Nine Hundred And Sixty Only)** including **Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only)** being the proportionate price of the common Development charges collected for construction of facilities, the nature, extent and description of the common facilities are more particularly described in the Schedule III annexed herewith. The lump sum consideration also includes the Cost of the Apartment including but not limited to grill charges, video door phone; floor rise charges, premium location charges, infrastructure development charges including but not limited to charges towards construction of internal roads, landscaping, charges towards construction and installation of electric substation/s, transformer/s, generator/s, water meter/s, sewage treatment plant/s, electricity meter/s charges, water connection/s charges including digging, laying and installation of pipelines and overhead tank/s, underground tank/s and bore well/s; legal charges, charges towards construction of common amenities of phase II i.e. Kids Play area, Sitting arrangement, Jogging track etc.



1(b). The Allottee has paid on or before execution of this agreement a sum of **Rs.51,000/- (Rupees Fifty One Thousand Only)**, and hereby agrees to pay to that Promoter the balance amount of **Rs.39,49,960/- (Rupees Thirty Nine Lakh Forty Nine Thousand Nine Hundred And Sixty Only)** in the following manner: -

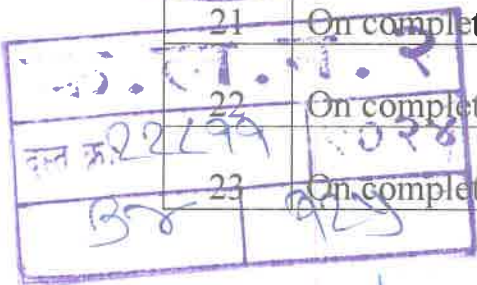
Sr. No.	Time of Payment	S+25	Amount in Rupees(Rs)
1	On issuance of Letter of Allotment	5%	200048

Developer's Sign: _____

Signature *Kanchan*

Purchaser's Sign: _____

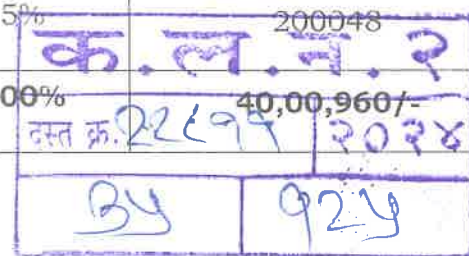
2	On execution and registration of Agreement for Sale	5%	200048
3	On commencement of Plinth Work	15%	600144
4	On completion of Plinth work	20%	800192
5	On completion of 1st Slab	1%	40010
6	On completion of 2nd Slab	1%	40010
7	On completion of 3rd Slab	1%	40010
8	On completion of 4th Slab	1%	40010
9	On completion of 5th Slab	1%	40010
10	On completion of 6th Slab	1%	40010
11	On completion of 7th Slab	1%	40010
12	On completion of 8th Slab	1%	40010
13	On completion of 9th Slab	1%	40010
14	On completion of 10th Slab	1%	40010
15	On completion of 11th Slab	1%	40010
16	On completion of 12th Slab	1%	40010
17	On completion of 13th Slab	1%	40010
18	On completion of 14th Slab	1%	40010
19	On completion of 15th Slab	1%	40010
20	On completion of 16th Slab	1%	40010
21	On completion of 17th Slab	1%	40010
22	On completion of 18th Slab	1%	40010
23	On completion of 19th Slab	1%	40010



Developer's Sign: _____

Purchaser's Sign: _____

24	On completion of 20th Slab	1%	40010
25	On completion of 21st Slab	1%	40010
26	On completion of 22 nd Slab	1%	40010
27	On completion of 23 rd Slab	1%	40010
28	On completion of 24 th Slab	1%	40010
29	On completion of 25 th Slab	1%	40010
30	On completion of 26 th Slab	1%	40010
31	On completion of external plumbing, elevation, terraces with waterproofing	4%	160038
32	On completion of walls, Internal plaster, floorings, doors and windows	5%	200048
33	On completion of external plaster	5%	200048
34	On completion of lift, water pumps, electrical fittings, electro, Mechanical.	5%	200048
35	On completion of entrance lobby, plinth protection, paving of areas	5%	200048
36	On Possession	5%	200048
	Total Amount	100%	40,00,960/-



1(c). The total price Excludes Goods and Services Tax (GST) and does not Include any other taxes nor does it include the 3 years advance maintenance charges or any other charges.

1 (d) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by

Developer's Sign: _____

Purchase-'s Sign: _____

the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(e) The receipt of amounts paid by the Allottee shall be issued as and when the cheque is honoured or the amount is otherwise received by the Promoter. It is agreed between the parties that the time fixed for the payment of the installments shall be the essence of this contract. The Installment cheque /D.D/pay order shall be made in favor of **“Tharwani Infrastructure Vedant Millenia Happiness Phase II Wing “B” A/c No.: “0461002900000376”** and shall be sent to the office of the Promoters at **Tharwani Infrastructure Vedant Millenia, Behind Mahaganpati Mandir, Titwala (E) – 421605.** either by hand delivery or Registered Post A.D. or by courier.

1(f) The promoter shall confirm the final carpet area and usable carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the promoter. If there is any reduction in carpet area within the defined limit then promoter shall refund the excess money paid by the allottee within 30 days with annual interest the rate specified in the rules from the date when such excess amount was paid by the allottee. If there is any increase in the carpet area allotted to Allottee, the promoter shall demand the additional amount from the Allottee as per the next milestone of the payment plan. All this monetary adjustments shall be made at the same proportionate rate as agreed in clause 1(a) of this



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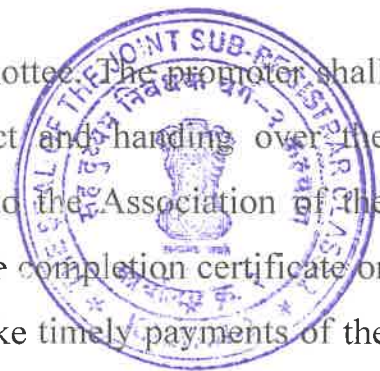
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1(g). The promoter shall confirm the final carpet area and usable carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the promoter. If there is any reduction in carpet area within the defined limit than promoter shall refund the excess money paid by the allottee within 45 days with annual interest the rate specified in the rules from the date when such an excess amount was paid by the allottee. If there is any increase in the carpet area allotted to Allottee, the promoter shall demand the additional amount from the Allottee as per the next milestone of the payment plan. All this monetary adjustments shall be made at the same proportionate rate as agreed in clause 1(a) of this Agreement.

2.0 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.1 Time is essence for the promoter as well as the Allottee. The promoter shall abide by the time schedule for completing the project and handing over the Apartment/flat to the Allottee and the common areas to the Association of the Allottee's after receiving the Occupancy Certificate or the completion certificate or both, as the case may be. Similarly the Allottee shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the agreement subject to the simultaneous completion of construction by the promoter as provided in clause 1 (c) herein above (payment plan).



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Prigee Kamchan

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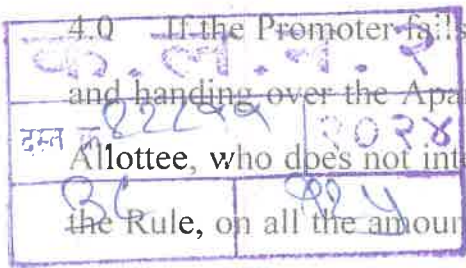
2.2 On getting the occupancy certificate, the Promoter may handover possession of the said Apartment/Shop/Commercial/Office to the Allottee even without electricity and water supply from respective competent authorities. The Allottee shall not raise any claim/demand against the Promoter for the delay in getting the Supply of electric and water. On the Promoters offering possession of the said Apartment/Shop/Commercial/Office to the Allottee, the allottee shall be liable to bear and pay their proportionate share in the consumption Of electricity and water if sourced from alternate Source in the intervening period. Developer may make suitable arrangement of water supply through tankers. The expenses of said arrangement shall be paid from maintenance account.

3. The Promoter hereby declares that as per provisions of the said UDCPR the plot has a development potential of (Basic + premium + ancillary + TDR + MHADA) = 65350.38 sq. mtrs built up area the (potential FSI + Non FSI) subject to approval from KDMC or competent authority.

3.1 The Promoter hereby declares that the Floor space Index available as on date in respect of the project land is **12667.83 sq.mtr.** only and Promoter has planned to utilize floor Space Index of **12667.83 sq.mtr** by Availing of TDR or FSI available on planned or premiums or FSI available as incentive FSI by availing on payment of premiums of FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increase FSI which may be available to the said project.



4.0 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession The Allottee agrees to pay to the Promoter, interest



Developer's Sign: _____

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Purchaser's Sign: _____

@ 9% or as specified in the RERA Rules, whichever is higher, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.1 Without prejudice to the right of promoter to charge interest in terms of sub clause above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure 'H'**, annexed hereto.



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6. The promoter shall give possession of the Apartment/ Shop/ Commercial to the Allottee on or before 31st August 2025. The Promoter may handover possession of flat upon receipt of part occupancy certificate. The Allotees, who are not covered under such part occupancy certificate, shall not raise any objection nor shall seek possession of their respective flats. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the promoter shall be liable on demand the refund to the Allottee the amounts already received by him in respect of the Apartment with Interest at the same as rate as mentioned in the clauses 4.1 herein above from the date the promoter received the sum till the date the amounts and interests thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.0 On execution and registration of present Flat Agreement, The Allottee has to pay following amounts for the reasons mentioned herein:-

Sr.no.	Particulars	Amount in Rs.
	Flat cost	40,00,960/-
	GST On Flat cost as applicable as on the date of each payment.	40,010/-

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3.	Advance Maintenance charges for 3 years 1 BHK – Rs. 2200/- per month. 2 BHK – Rs. 2750/- per month.	99,000/-
4.	GST on Maintenance (as applicable as on the date of the payment).	17,820/-
5.	Charges for formation of Vedant Millenia Happiness Apartment Condominium along with Membership charges for membership of Vedant Millenia Happiness Apartment Condominium i.e. Phase II.	2,000/-
6.	Legal costs, charges and expenses, including professional costs of the Attorney at Law/ Advocate of the Promoter in connection with formation of the said Condominium Apartment Owners, preparing its rules, regulations and bye laws and the cost of preparing and engrossing this Agreement and the preparation of Deed of Apartment to be executed u/s 5 of the Maharashtra Apartment Ownership Act, 1970.	5,000/-
7.	GST on Legal Charges and Apartment Condominium	1,260/-
8.	Non refundable Entrance fees of Vedant Millenia Club Bliss.	15,000/-



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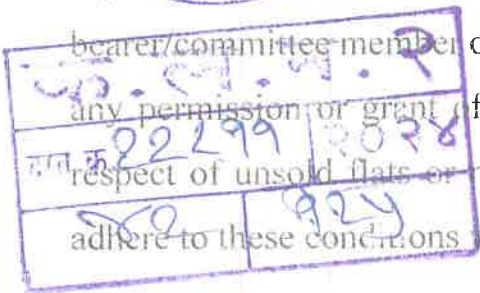
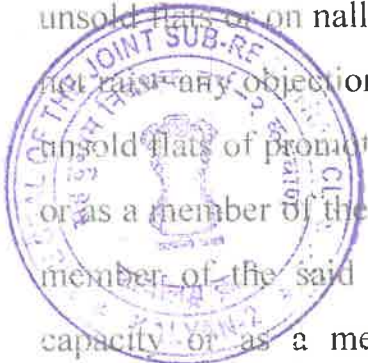
9.	Advance 10 years club maintenance charges of Vedant Millenia Club Bliss	42,000/-
10.	GS T on non refundable entrance fees of Vedant Millenia Club Bliss and Club maintenance charges (as applicable as on the date of the payment)	10,260/-

Note:

- i. Flat purchaser should pay above stated amounts before taking possession of their respective flats/shops/commercial/offices. The payment of outstanding charges under these presents are condition precedent for handing over of possession.
- ii. Other taxes, which are not included in the above amounts shall be paid as applicable at the time of each payment.

Provided further, the Developer shall not be liable to contribute any amount towards Society Maintenance Charges in respect of unsold flats/Shops/Commercials/offices.

The allottee has clearly, specifically and categorically agreed and understood that the promoter shall not be liable to pay any maintenance amount in respect of his unsold flats or non allotted car parking reserved for unsold units. The allottee shall not have any objection, claim or hinderance of any nature whatsoever in respect of unsold flats of promoter or non allotted car parking either in his individual capacity or as a member of the proposed society/federation or as an office bearer/committee member of the said proposed society/federation. The allottee in his individual capacity or as a member of the proposed society/federation or as an office bearer/committee member of the said proposed society/federation shall not withhold any permission or grant of no objection or any other certificate or permission in respect of unsold flats or nonallotted car parking of the promoter. That failure to adhere to these conditions will amount to breach of trust



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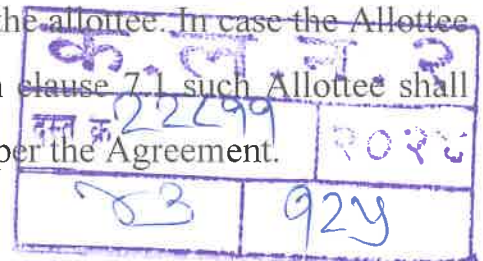
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7.1 **Procedure for Taking Possession-** The Promoter, upon obtaining the occupancy certificate shall offer possession of Apartment to Allottee through an email or notice in writing. Upon receipt of such email, the purchaser shall make full and final payment of the charges payable under this Agreement. Upon receipt of said charges, the Promoter and Allottee shall execute Deed of Apartment and Undertaking to be executed by the purchaser. Upon execution and registration of Deed of Apartment, the Purchaser shall submit the undertaking. Thereafter, the Promoter shall issue a possession letter. The said procedure will have to be strictly followed without seeking any concessions.

7.2. The Allottee shall take possession of the Apartment within 15 days of intimation given by Promoter through an email or notice in writing intimating that the said Apartments are ready for use and occupancy

7.3. **Failure of Allottee to take Possession of Apartment:** Upon receiving a written/Email intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as per the Agreement.



7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

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8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/office/ shop.

9. The Allottee along with other allottee(s) of Apartments in the building shall join in Apartment Condominium by executing the Deed of Apartment. The promoter has already registered a Deed of Declaration dated 15.5.2019, thereby subjecting the property to the provisions of Maharashtra Apartment ownership Act, 1971. The association of allottees by the name " Vedant Millenia Happiness Apartment Condominium" shall be formed within a period of three months or 51% of the majority of allottees having booked their apartments in the project.

9.1 The Promoter shall subject to his right to dispose of the remaining apartments, if any execute the conveyance of the structure of wing B of building (excluding basements and podiums) within one month from the date of issue of occupancy certificate.

9.2 The Promoter shall execute the conveyance of the entire undivided or inseparable land underneath all buildings jointly or otherwise within three months from the date of issue of occupancy certificate to the last of the building or wing in the layout.

9.3 Within 15 days after notice in writing is given by the Promoter to the Purchaser that the Apartment/ office/ shop is ready for use and occupancy, the Purchaser shall be liable to pay the proportionate share (i.e.in proportion to the carpet area of the premises) of outgoings in respect of the project land and buildings constructed thereon namely local taxes, betterment charges or such other levies by the

concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building constructed thereon. Until the society, Association or Company of the said Building is formed, and the said building is transferred to it,

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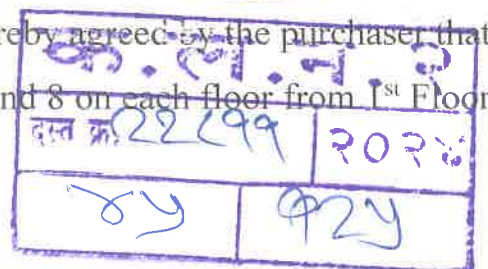
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the Allottee shall pay to the promoter such proportionate share of outgoings as may be determined.

10. The Developer / Promoter has invested a substantial amount in the development of the said property since its acquisition in 2010. To elaborate the Developer/ Promoter has incurred costs towards getting requisite approvals from the K.D.M.C. towards the development of the said land, towards construction of internal roads, electrification, towards supply of water and so on. Therefore, the Proportionate amount spent by the Developer/Promoter forms a part of the total consideration for acquisition of the said Apartment/shop/office/commercial tenement along with the aforementioned amenities including but not limited to grill charges, video door phone, floor rise charges, premium location charges, infrastructure development charges including but not limited to charges towards construction of internal roads, landscaping, charges towards construction and installation of electric substation/s, transformer/s, generator/s, water meter/s, sewage treatment plant/s, electricity meter/s charges, water connection/s charges including digging, laying and installation of pipelines and overhead tank/s, underground tank/s and bore well/s; legal charges, charges towards construction of common amenities of Phase II i.e. kids play area, Seating arrangement, Jogging track etc



Note: - It has been decided by the promoter and hereby agreed by the purchaser that the Service Platform in the kitchen for Flat No. 7 and 8 on each floor from 1st Floor to 25th floor will not be provided by the promoter



11. The developer hereby declares that the project will be completed in phases wise manner and the amenities covered under that phase of project shall be handed over to the Allottees after completing said phase. The Allottees here by declares and grant consent for the same and under no circumstance the amount paid for towards the amenity charges shall be claimed by Allottee. It will be open for the developer to

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handover the amenities immediately after completion of construction of said amenities.

12. The Promoter has specifically informed to the Allottee/Apartment Owner herein that the said building/Apartment sold to the Allottee/Apartment Owner is part of the bigger project being developed by us and though we are in the process of constructing more buildings in Phase Wise and therefore the completion of the entire project shall take its own time and that the Allottee/Apartment Owner are not to take any objection on any common facility not available at that moment or that any inconvenience is caused immediately. No such complaint shall be entertained till the entire project i.e. Vedant Millenia Happiness Phase II is declared as complete by us. The proposed date of completion of the entire project is on or before **December 2030**.

13 A. The Allottee shall pay the actual value or amount against charges for valuation report if required the Allottee under takes to pay Good and Service Tax (GST) as when Demanded by the Granter, increase in the percentage of Goods and Services Tax (GST) made by the central Government with retrospective effect, any levies of Government or semi government authorities, etc if applicable any in future.

13 B. The Allottee undertakes to bear actual Property Tax, electricity bill, maintenance charges from the date of receiving Occupancy Certificate for under construction flat

13 C. The Allottee undertakes to pay an amount of **Rs.2000/-** (Rupees two thousand only) over and above the total consideration payable vizof **Rs.40,00,960/- (Rupees**

Forty Lakh Nine Hundred And Sixty Only) towards charges for formation of दस्त क्र. Vedant Millenia Happiness Apartment Condominium along with Membership

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charges for membership of Vedant Millenia Happiness Apartment Condominium.

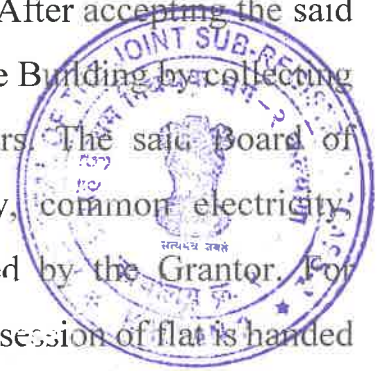
13 D. The Purchaser shall pay an amount of **Rs.99,000/-** (excluding GST) towards lumpsum maintenance payable for the period of 3 years commencing from the date of issuance of Occupancy certificate. Upon receipt of Occupancy certificate, the Promoter shall within 7 days offer possession of flat through email/or notice in writing. Though for completing the formalities of payments, execution of Deed of Apartment, undertaking, issuance of possession letter etc may take some time, the maintenance amount shall be payable from the date of occupancy certificate. The flat purchasers has no objection for the same.

Such maintenance charges shall be utilized for providing facilities as mentioned in the Deed of Declaration dated 15.05.2019 Deed of Amendment dated 15/11/2022 for period of 3 years from receipt of occupancy certificate of respective wing.

Before completion of said period of 3 years, it shall be responsibility of Apartment owners to form board of managers and take charge of completed buildings and maintain the same.

Thereafter Promoter shall not be responsible for providing any facilities.

After Completing the construction and expiry of 3 years, the Grantor shall handover charge of constructed building/wing to Board of Managers. After accepting the said charge, the Board of Managers shall continue to maintain the Building by collecting monthly/quarterly/yearly maintenance from Flat Purchasers. The said Board of Managers shall share the expenses of common security, common electricity, sweeper, Gardener etc charges with Grantor as demanded by the Grantor. For example, if after completion of construction of Wing 'B' possession of flat is handed over and board of managers is formed, then said board of managers/flat owners shall not raise any objection for completion of construction of other wings. At the same time, the board of managers/ flat owners shall pay proportionate amount of



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maintenance to grantor, till completion of entire Ph-II, for providing common facilities like common security, common electricity, sweeper Gardener salary etc.

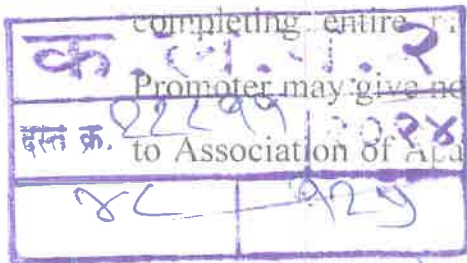
13 E. The maintenance charges so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the entire management of the VEDANT MILLENIA HAPPINESS APARTMENTS CONDOMINIUM (Phase II) is handed over, subject to the provisions of Section 6 of the said Act and the aforesaid deposits (less deductions provided for this Agreement) shall be paid over by the Promoter of the VEDANT MILLENIA HAPPINESS APARTMENTS CONDOMINIUM (Phase II). The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 3rd day of each and every month in advance and shall not withhold the same for any reason whatsoever.

13 F. The Promoter shall have sole discretion to fix maintenance charges separately for different types of units and to appropriate said charges in proportion of area of unit.

13 G. The Promoter shall have complete discretion to utilize maintenance charges. Taking into consideration the available funds, the Grantor shall make expenses for repairs and maintenance. Grantor shall maintain accounts of expenses incurred by utilizing the maintenance charges.

13 H. Individual Unit Purchaser/s shall not have any right to raise complaints regarding services like, security, CCTV, Sweepers, Garden, Club House, Electricity, lifts etc and all other services mentioned herein above. In case of joint request made by more than 75% unit purchasers, the Promoter/Developer shall, taking into availability of funds, consider up-gradation of services and not otherwise.

13 I. Promoter shall not be duty bound to maintain the building in perpetuity. After completing entire project and after obtaining final occupancy certificate, the Promoter may give notice to flat purchasers and may hand over charge of buildings to Association of Apartment Owners. After issuance of such notice, the Developer



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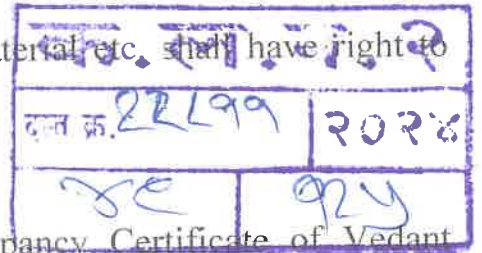
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shall get automatically relieved from his duty as promoter to maintain the building and thereafter, the unit holders shall maintain the building at their cost.

13 J. The Promoter shall utilize the sum of Rs.5000 paid by the Allottee to the Promoter of meeting all legal costs, charges and expenses, including professional costs of the Attorney at Law/ Advocate of the Promoter in connection with formation of the said Condominium of Apartment Owners, preparing its rules, regulations and bye laws and the cost of preparing and engrossing this Agreement and the preparation of Deed of Apartment to be executed u/s 5 of the Maharashtra Apartment Ownership Act, 1970.

14. The Allottee after taking possession of the said Apartment shall not be entitled to complain about the construction of the building or of the Apartment or the quality of the work or materials used and the amenities provided in the said building or Apartment/shop/office/commercial etc. The fittings, fixtures and amenities being mentioned in Schedule hereunder written. Whereas the DEVELOPER/PROMOTER in the event of non-availability of material etc. shall have right to replace the said amenities with the similar amenities.



15. The Promoter has already obtained Occupancy Certificate of Vedant Millenia Phase 1. The possession of the Apartments in the said phase is successfully handed over to the Flat customers. The entire project of Vedant Millenia Happiness (Phase II) comprises of building Nos. A to E and the Promoter shall complete the entire project i.e. Vedant Millenia Happiness Phase II on or before **December 2030**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents as per the provisions of Section 8 of Maharashtra Ownership of Flats Act, by the aforesaid date or the date or dates prescribed in Section 8 of the said Act, then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of

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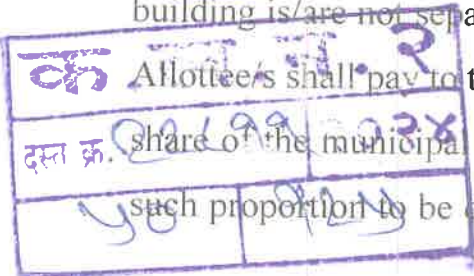
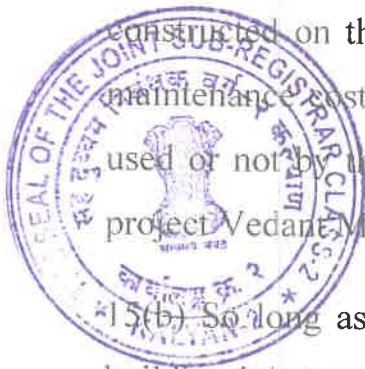
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the Apartment with simple interest at nine per cent per annum from the date the Promoter received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in Section 8 have been satisfied or not will be referred to the Competent Authority who will act as an arbitrator. Till the entire amount and interest thereon is refunded by the Promoter to the Allottee they shall, subject to prior encumbrances if any, be a charge on the said land as well as the construction or building in which the Apartments are situated or were to be situated.

15(a) In the interest of Purchasers and for environmental safety as per statutory requirement, a centralized Sewage Treatment Plant shall be operated and managed by agency appointed by the Promoters/Proposed Society of the Allottee/s/Federation/Apex body of the Societies. The said agency will supply treated water to all the buildings of the Project/Federation on the scheduled times, depending upon the availability of the said water. The usage of such treated water will be measured by water meter and the said agency will charge and claim the cost from the organization of the Purchasers per month as per consumption and accordingly the Purchaser will be mandatorily abide to pay those charges when claimed, also that as and when co-operative housing society shall be formed for a building or the Apex Body/Federation of all the Societies of the buildings to be constructed on the said property, such Society needs to share the operation and maintenance cost of the STP irrespective of the case whether the treated water is used or not by the Society as this is centralized STP for all the buildings in the project Vedant Millenia.

15(b) So long as each of the Apartments / Covered Parking Spaces in the said building is/are not separately assessed for municipal taxes and water taxes etc., the Allottee/s shall pay to the Promoter or to the Society when formed, a proportionate share of the municipal taxes and water taxes etc. assessed on the whole Building, such proportion to be determined by the Promoter on the basis of the area of each



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Apartment/covered parking in the said building. The Allottee/s alongwith other allottee will not require the Promoter to contribute to the proportionate share of the water charges, tanker water charges, electricity used for water, lifts and any other similar charges relating to occupation in respect of the building which are not sold and disposed off by the Promoter. The Promoter will also be entitled to the refund of the Municipal Taxes on account of such vacancy of such units.

15(c) In the event, the Promoter is providing any item/article/machinery in which warranty or guarantee has been provided by the Manufacturer/Supplier/Seller in such situation if there is any problem in those items/articles/machinery, the Allottee/s shall directly pursue with concerned manufacturer/agency for getting the same repaired/replaced without bothering the Promoter.

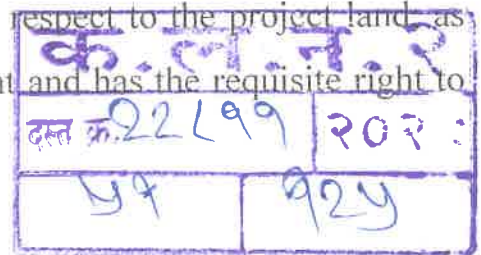
15(d) The Allottee/s agree and undertake not to raise any nature of objection whatsoever as regard to giving access to the third party plot/s going through the plot/building compound, to such owners/possession holders or their authorized agents of the third party plots within the said property or adjacent to the said property.

15(e) The Allottee/s hereby confirms and it is expressly agreed that the Promoter shall be entitled without affecting the rights of the Allottee/s to the said unit, to revise, amend, alter, modify, rectify and resubmit and/or change the approved building plan and layout plan, amalgamation, subdivision of plots and/or relocate recreational garden/s or amenity spaces or parking in the layout in respect of the said property, pursuant to obtaining necessary permission from competent authority.

16. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as follows:

i. The Promoter has clear and marketable title with respect to the project land as declared in the title report annexed to this agreement and has the requisite right to



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carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the RERA registration form;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment] which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment] to the Allottee in the manner contemplated in this Agreement;

Developer's Sign: _____

Purchaser's Sign: _____

ix. After completion of entire project i.e. building Nos. A to E, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Common areas of the structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project.

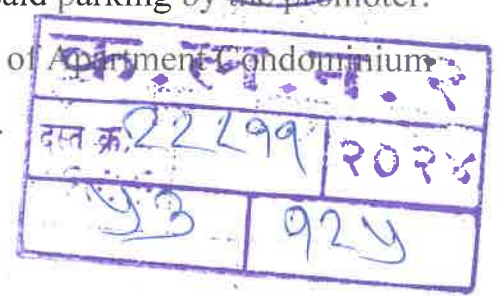
xii. The Promoter shall be Entitled to sell the unalloted units in said project without any separate permission or consent of said apartment condominium. The promoter may mortgage the unalloted units of the said project with the financial institution without any separate NOC from Said Apartment Condominium.

xiii. The Allottee or said Apartment Condominium shall not be entitled to demand any transfer charge for the transfer of unalloted units by the promoter to prospective allottees.

xiv. The prospective allottees of unalloted unit will be inducted as a member of the said Apartment Condominium and no objection shall be raised by the said Apartment Condominium or the allottee herein.

xv. The promoter is entitled to retain all unalloted parking spaces in the said project and allottee/ Apartment Condominium/Confederation/Society shall not raise any objection or create any hindrance in the enjoyment of said parking by the promoter.

Promoter is entitled to all the rights of being a member of Apartment Condominium right to attend meeting, right to vote in the meeting etc.



Developer's Sign: _____

Kamchan

Purchaser's Sign: _____

17. The Allottee or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenant with the Promoter as follows:

a) In Building Vedant Millenia happiness D Wing the ground floor and 1st floors will be used for commercial purposes like offices, banks, hotels, banquet hall, wine shop, discotheque, hookah, restaurant & bar, food court, food bazaar, hospitals, tuition centers, showrooms and for any other uses, subject to approval from local and government authorities if required. That it has been categorically, specifically and clearly understood by the allottee of wing A, B, C, D and E that they will not raise any objection of any nature whatsoever either in his individual capacity and/or as member of the association or society/ Apartment Condominium as agreed to use of the Ground Floor and First Floor in any manner whatsoever nature.

a) To maintain the Apartment at Allottee's own cost any good tenantable repair and condition from the date of possession of the Apartment is taken and shall not do or suffered to be done anything in or to the building in which the Apartment is situated staircase or any passages which may be against the rules, regulations or bye laws or concerned local or any other authority or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without consent of the Local Authorities if required.

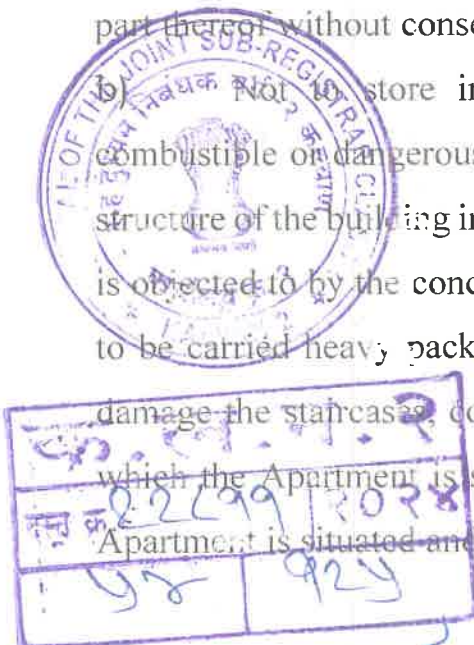
b) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to

damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the

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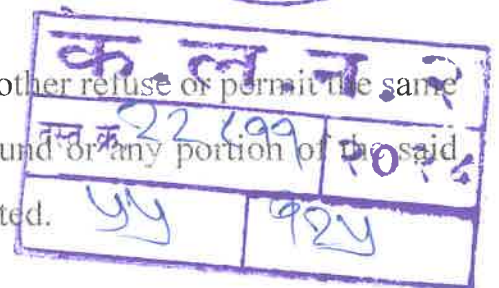
Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the Breach.

c) To carry at his own cost all internal repairs to the said Apartment and maintain the apartment in the same conditions, state and order in which it was delivered by the promoter to the Allottee and shall not do or suffering to be done anything in or to the building in which the apartment is situated or the Apartment which may be given by rules and regulations and bye laws of the concerned local authority or other public authority. And in the event of Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local Authority and/or other public authority.

d) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains pipes in the Apartment and appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society of the Limited Company.

e) Not to do or permit to be done any Act or thing which may render void or voidable any instance of the said land and the building in which the apartment is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said land and the building in which the Apartment is situated.



Developer's Sign: _____

P. S. Kancham

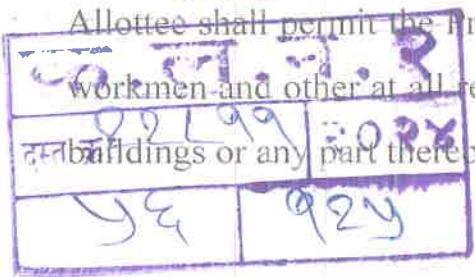
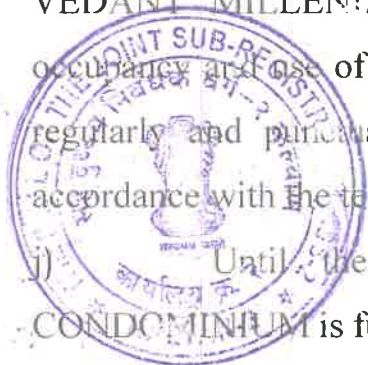
Purchaser's Sign: _____

g) To bear and pay increase in local taxes, water charges, insurance and such other levys, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee viz., user for any purposes other than for residential purpose.

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

i) The Allottee shall observe and perform all the rules and regulations which the said Vedant MILLENIA HAPPINESS Apartment Condominium has already framed and may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the apartments therein and for the observance and performance of the Building Rules, Regulations and Bye Laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the said VEDANT MILLENIA HAPPINESS Apartment Condominium regarding the occupancy and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out goings in accordance with the terms of this Agreement.

j) Until the VEDANT MILLENIA HAPPINESS APARTMENTS CONDOMINIUM is functional and the said land and building/s transferred to it, the Allottee shall permit the Promoter and their Surveyors and agents, with or without workmen and other at all reasonable times to enter into and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.



Developer's Sign: _____

Believe *Kameham*

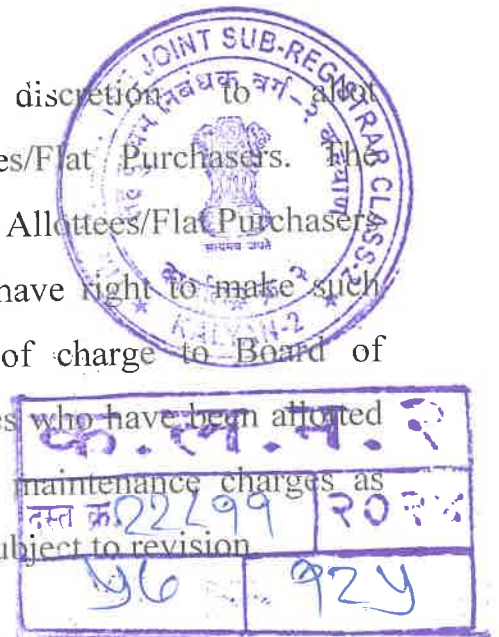
Purchaser's Sign: _____ 52

k) In The event of any portion of the said property being required for putting up an electric sub-station/watchman room/Generator/OWC/STP/Fire Fighting Pump Room, and any other use the Promoters shall be entitled to give such portion or to the concerned body for such purpose on such terms and conditions as the Promoters shall think fit.

18. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or towards maintenance and shall utilize the amounts only for the purpose for which they have been received.

19. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartments or of the said plot and building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment thereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoter in so far as parking spaces are concerned, it is agreed between the parties as under.

20. The Promoter shall have absolute discretion to allot Stilt/Stack/Puzzle/Tower parking space to the allottees/Flat Purchasers. The allotments made by the promoter shall be binding on all the Allottees/Flat Purchasers and the board of managers/Society. The Grantor shall have right to make such allotments &/or revised or recall till handing over of charge to Board of Managers/Society. However, it is made clear that allottees who have been allotted Stilt/Stack/Puzzle/Tower parking's, has to pay parking maintenance charges as decided by Promoter or Board of Managers/Society and subject to revision



21. As per the Development permission, the Promoter/Developer is under obligation to provide requisite "Car Parking Lots/Stilt/Stack/Puzzle Parking". Accordingly, the Promoter/Developer has made provision for said "Car Parking

Developer's Sign: _____

B. Singh Kanchan

Purchaser's Sign: _____

Lots/Stilt/Stack/Puzzle/Tower Parking. The Developer/Promoter has informed about availability of Stilt/Stack/Puzzle/Tower Parking. However, the Allottee is **Not Interested** in having the "Stilt/Stack/Puzzle/Tower Parking. The Allottee has also consented for allotment of Car Parking Spaces to the other Allottees who are interested in having the car parking's. Allottee will not have any objection for the allotments done by the Promoter/Developer of Car Parking Spaces. Allottee hereby declares that he will not raise any objection for the allotments done by the Developer of such car parking's Stilt/Stack/Puzzle/Tower Parking nor will obstruct the allottees from using the Car Parking Stilt/Stack/ Puzzle/Tower Parking Spaces allotted by the Developer/Promoter to them. The Promoter has shown the stilt/Stack/Puzzle/Tower Parking and two wheeler parking on approved plan, but the grantor on its own discretion can add/ delete/ change the parking's during the construction and the grantor can add puzzle/ stack parking's also.

22. The Allottee will utilize the parking, if allotted, for his/her/their personal use. The location and other details viz parking number shall be intimated at the time of handing over of possession of the said unit.

23. The allottee shall not be allowed to allot/transfer/let-out said parking space to any outsider/ visitor i.e. other than the unit Allottee of said unit.

24. The said parking space must be used only for the purpose of parking vehicle and not for any other purpose.

25. The Allottee shall keep the said parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner.

26. Promoter has shown the open/stilt/stack/puzzle/tower for four wheeler and two wheeler parking on approved plan, but the promoter on its own discretion can add/delete/change the parking during the construction as per his requirement.

27. The Developer has made provision of stack parkings in stilt parking area itself.

Meaning thereby the stilt parking space can be used to park two vehicles (1 at stilt level and 1 at stack level) The Developer has decided to allot the said parking space

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52	924

Developer's Sign: _____

P. S. K. Kanchan

Purchaser's Sign: _____

(compromising of 1 stilt parking and 1 stack parking) In common to, two flat purchasers. So that, the expenses maintaining stack parking can be shared by said two owners. Furthermore, said two flat owners can make interse arrangement regarding their vehicles. The details regarding co-allottee of parking space shall be provided in parking allotment letter. The flat purchaser do not have any objection for common allotment.

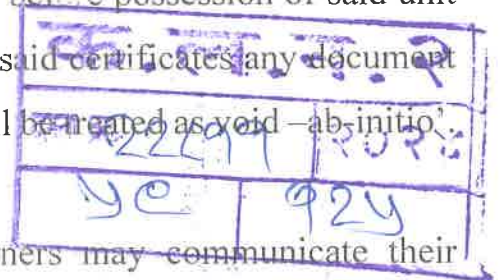
28. The apartment condominium shall not have right to cancle allotments made by promoter and shall finally ratify the reservation of such parking in its first meeting at the time of handover by the promoter.

29. The developer has proposed to provide the additional parking facility by constructing additional tower/parking floors in the building named as vedant millenia happiness phase II. Since the said buildings are part of the project comprising of multiple buildings, The Flat purchaser does not have any objection for the same.

30. Furthermore, the developer has proposed for parking like tower/puzzle/stack that the allotted parking will be managed and maintained by the allottees only and if any taxes are related to same in future that will also exclusively borne by the allottee.

31. The Allottee shall obtain "No Objection Certificate" and "No Dues Certificate" from promoter to transfer the right, title and interest in respect of the said unit to third party during course of construction of said project or before possession of said unit to Allottee whichever is later. Without obtaining the said certificates any document executed by Allottees in the name of a third party shall be treated as void-ab-initio.

32. **Correspondence:** The Flat/Apartment owners may communicate their request, demands, complainants etc to the grantor through e-mail. The email id of Grantoris "millenia@tharwaniinfrastructures.com" and "legal@tharwaniinfrastructures.com". It shall be responsibility of all flat/Apartment owners to provide the details like phone number, email id etc before taking possession of the flat. The complaints,



Developer's Sign: _____

Kamchan

Purchaser's Sign: _____

requests, demands etc shall be only communicated only through email. Flat/Apartment owners shall not sent their complaints through courier post or by hand delivery. No such complaint shall be entertained. Without prior approval, Flat/Apartment owners shall not enter the office premises of Grantor.

33. 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 Allottee by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Promoter.

34. The Allottee and/or the promoter shall present this Agreement as well as the Deed of Apartment to be executed in future u/s 5 of the Maharashtra Apartment Ownership Act, 1970 at the proper registration office, within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

35. That all notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

IF to the Promoter:



M/s Tharwani Infrastructure,
Near MeeraNx Hospital,
Kalyan Ambarnath Road,
Ulhasnagar 421003.

IF to the Allottee:

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Name and address of Allottee:-

Developer's Sign: _____

Signature
Kamchan

Purchaser's Sign: _____ 56

MR. KETAN SOMNATH GHIGE

MRS. KANCHAN GANESH LANGHI

Phone Number: 7758097043

Email id: ketanghige0@gmail.com / kanchangl1986@gmail.com

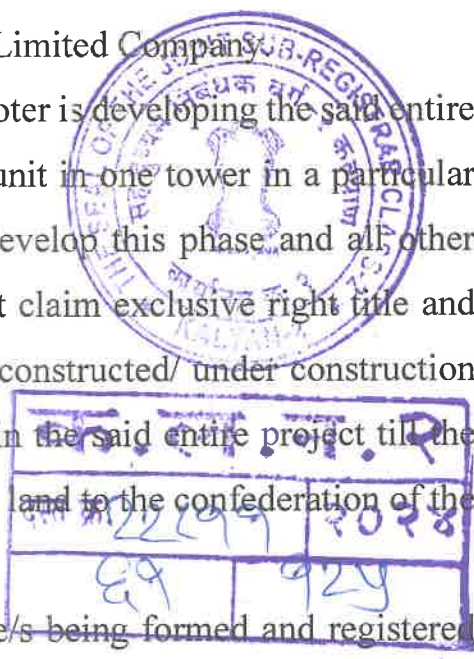
Residing at – A-17, Om Adishakti Building, Mahakalinagar, Mulund East, Mumbai - 400081.

36. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES

i) Hereto that the terrace space in front of or adjacent to the terrace apartments in the said building, if any, shall belong exclusively to the respective Allottee of the terrace apartment and such terrace spaces are intended for the exclusive use of the respective terrace Allottee. The said terrace shall not be enclosed by the Allottee till the permission in writing is obtained from the concerned local authority and the Promoter or any society, or as the case may be, the Limited Company

ii) The Allottee understand and accept that the promoter is developing the said entire project in phases. This agreement is for particular unit in one tower in a particular phase the right of the promoter to construct and develop this phase and all other phase remains unhindered and the allottee shall not claim exclusive right title and interest in any portion of the land or any phase or constructed/ under construction area or amenity space or the FSI on this said land in the said entire project till the completion of all phases and conveyance of the said land to the confederation of the societies.

iii) In the event of organization of all the Allottee/s being formed and registered before the sale and disposal by the Promoter of all the units/parking spaces, the powers and the authorities of such organization shall be subject to the overall



Developer's Sign: _____



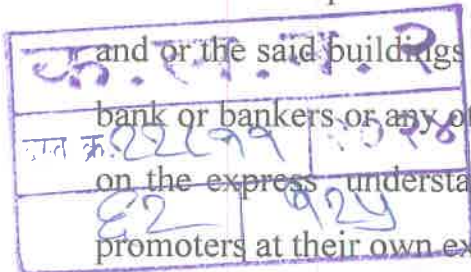
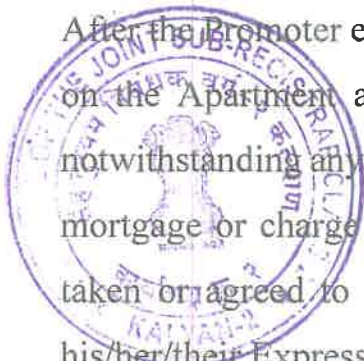

Purchaser's Sign: _____ 57

authority and control of the Promoter in respect of all the matter concerning the said building and in particular the Promoter shall have absolute authority and control as regards the unsold units/covered parking spaces and disposal thereof; PROVIDED AND ALWAYS the Allottee/s hereby agree/s and confirm/s that in the event of such organization being formed earlier than the Promoter dealing with or disposing off all the units in the said building then and in that event any Allottee/s of Apartment/covered parking space from the Promoter shall be admitted to such organization on being called upon by the Promoter without payment of any premium or any additional charges.

iv) The Allottee understand and accept that the promoter is developing the said entire project in phases. This agreement is for particular unit in one tower in a particular phase the right of the promoter to construct and develop this phase and all other phase remains unhindered and the allottee shall not claim exclusive right title and interest in any portion of the land or any phase or constructed/ under construction area or amenity space or the FSI on this said land in the said entire project till the completion of all phases and conveyance of the said land to the confederation of the societies.

37. ~~PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE-~~

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment. The allottees/s undertake hereby gives his/her/their Express consent to the promoters to raise any loan against the said land and or the said buildings under the construction and to mortgage the same with any bank or bankers or any other Financial Institutions or any other party this consent is on the express understanding that any such loan liability shall be cleared by the promoters at their own expenses on or before handing over of charge of the building and the land to the board of Managers/Associations of flat Owners.



Developer's Sign: _____

[Handwritten signatures]

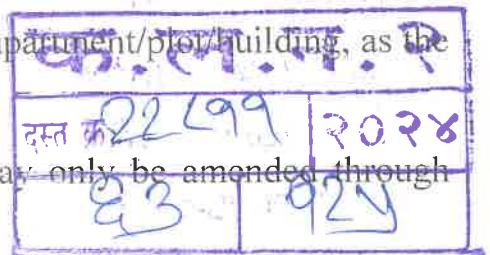
Purchaser's Sign: _____

38. **BINDING EFFECT** - Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

39. **ENTIRE AGREEMENT** - This Agreement along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

40. **RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.

41. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES** - It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case



Developer's Sign: _____

Purchaser's Sign: _____

of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

42. **SEVERABILITY-** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

43. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT** - Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

44. **FURTHER ASSURANCES:** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

45. **PLACE OF EXECUTION:** The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said

Developer's Sign: _____

Purchaser's Sign: _____ 60

Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at.

46. This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act (Mah. Act No. XV of 1971) and the Rules made there under/said Act and the Rules made there under.

47. The party of the First Part has met the party of the Second Part specifically aware about the provisions of Section 2 of Sub Section 10 of Maharashtra Ownership Flats (Regulation of Permission, Construction, Sale Management and Transfer) Act, 1963 which provides that after execution and registration of a Deed of declaration as contemplated by Section 2 of the Maharashtra Apartment Ownership Act, 1970 which Deed of Declaration is factually executed and registered by the party of the First Part as indicated above and of which a true copy is delivered along with Index II to the party of the Second Part, it is impermissible and it would be impermissible to form a Cooperative Housing Society.

48. In the event of any dispute or differences between the parties hereto in relation to the interpretation of any terms or conditions of this Agreement for contract entered into by the parties by this Agreement, till the commencement of relevant Sections of R.E. (R&D) Act, 2016 by the issuance of a notification u/s 1 (3) of R.E. (R&D) Act, 2016 by the Government of India for the geographical area of the said property, all disputes and differences between the parties would be Sole Arbitrator to be appointed by mutual consent of the parties hereto and in the absence of such consent u/s 11 of the Arbitration & Conciliation Act, 1996 or any statutory amendments, requirements/modifications thereof and the parties agree that Civil Court will not have jurisdiction to try and entertain any such dispute. The seat of the Arbitration will be at Ulhasnagar, the arbitration will be conducted in English and the Arbitrator will give reasons for the Award.



क.ल.न.२	
दस्त क्र. 2249	2024
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Developer's Sign: _____

Petige Kamchan

Purchaser's Sign: _____

SCHEDULE- I

All that piece and parcel of land admeasuring **9295.08 Sq. Mtrs**(inclusive of land. Which is not in possession of Promoter) comprising of pieces and parcels of land bearing S. Nos. 221/3/1 (P), 221/3/2 (P),221/4 (P) and 221/6 (P)situated at village Titwala, Taluka Kalyan, District Thane situated within the municipal limits of Kalyan Dombivli Muncpal Corporation and more particularly described as under:
- or thereabout and bounded as follows that is to say:

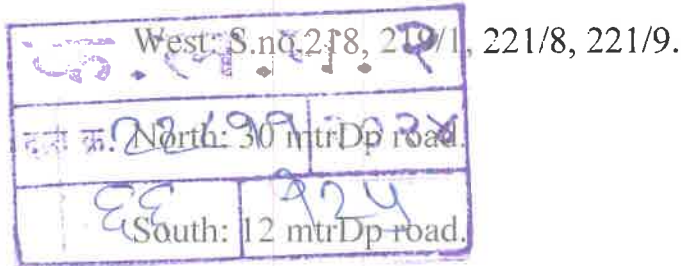
Survey no:	Areas (Approximately):
1. 221/3/1 (P)	7447 sq.mtrs.
2. 221/3/2 (P)	350 sq.mtrs
3. 221/4 (P)	15 sq.mtrs
4. 221/6 (P)	1483.08 sq.mtrs

Total : 9295.08 sq.mtrs.



Bounded as under:

East: 15 mtrDp road.



Developer's Sign: _____

[Handwritten Signature]

[Handwritten Signature: Kamchan]

Purchaser's Sign: _____

SCHEDULE IA**(CLUB HOUSE PROPERTY)**

All that piece and parcel of land approximately admeasuring 2501.92 sq.mtrs and Built up area approximately admeasuring 1976.62sq.mtrs and highlighted in yellow color on Exhibit G, Bearing survey no 221/3/1 (P), 221/3/2 (P), 221/4 (P) and 221/6 (P) situated at village Titwala, Taluka Kalyan, District Thane situated within the municipal limits of Kalyan Dombivli Municipal

Corporation and more particularly described as under:- or there about Bounded as under:

East: 15 mtr. Dp road.

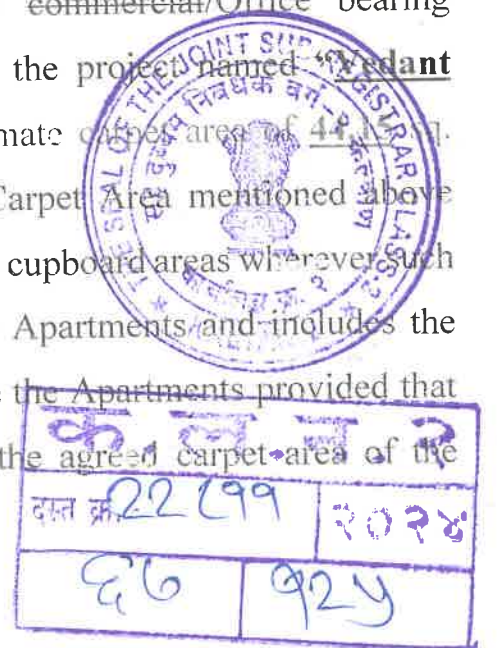
West: S.no.218, 219/1, 221/8, 221/9.

North: Vedant Millenia Happiness Phase II Multi storied buildings.

South: 12 mtr. Dp road.

SCHEDULE II

One self-contained Apartment/ shop/ office/ commercial/Office bearing No. **2202**, on **22nd** floor in the building **"B"** in the project named **Vedant Millenia Happiness (Phase II)** having an approximate carpet area of 44.11 sq. meters as defined in R.E. (R& D) Act, 2016. The Carpet Area mentioned above indicates the areas after enclosing the balconies and the cupboard areas wherever such balconies & cupboard areas are available within the Apartments and includes the areas of columns/pillars/Beams which protrude inside the Apartments provided that the actual area may differ to the extent of 3% of the agreed carpet area of the apartment.



Developer's Sign: _____

Platige Kamchan

Purchaser's Sign: _____

SCHEDULE III
AMENITIES TO BE PROVIDED

1. Earthquake resistant RCC design construction.
2. Entrance lobby.
3. Stand by generator for lift & common area.
4. Geysers will be provided in each bathroom.
5. Reputed brand lift with each tower.
6. Security Grill is not provided at Terrace. Terrace is protected with M.S Railing



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६८	१२५

Developer's Sign: _____

Patil

Kamchar

Purchaser's Sign: _____ 64

IN WITNESS WHEREOF the Parties hereto have signed and delivered these presents the day and year herein above mentioned.

Signed and delivered by the)
Within named Developer/Promoter)
M/S THARWANI INFRASTRUCTURE)
The party of the ONE PART through)
Its proprietor **Shri Mohan Hardasmal**)
Tharwani in presence.....)



Signed and delivered by the)
Within named **Other Part**)

MR. KETAN SOMNATH GHIGE



MRS. KANCHAN GANESH LANGHI



In presence of witnesses.....)

1. Kalpna H. Parked
Kalyan (w)
2. Sanjida M. Phadnis
Kalyan (w)



क.ल.न.२	
दस्त क्र. 22199	२०२४
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Developer's Sign: _____

Purchaser's Sign: _____

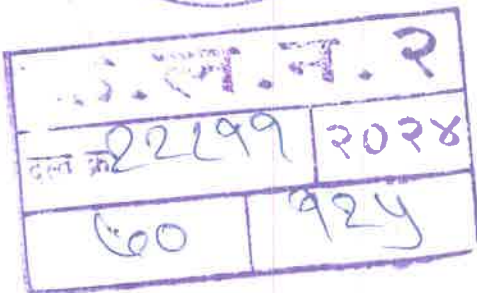
RECEIPT

RECEIVED from the above named the Other Party the sum of **Rs.51,000/-** (**Rupees Fifty One Thousand Only**), as and by the way of Part payment/~~advance/full~~ of Sale Consideration as herein above mentioned by Cheque.

1. By Cheque No - 000001, Dt. 16/11/2024, Drawn on HDFC Bank, Amount
- Rs.51,000/-.

All Cheques are subject to realization

I SAY RECEIVED
FOR M/S THARWANI INFRASTRUCTURE
PROPRIETOR



16

Developer's Sign: _____

Purchaser's Sign: _____ 66

आवक दिनांक : 14/08/2022



महाराष्ट्र शासन

गाव नमुना मात (अधिकार अभिलेख पत्रक)

| महाराष्ट्र जमीन पटवून अधिकार अभिलेख आणि नोंदवहा (गवा काले व सुस्थितीत ठेवणे) नियम, १९७९ च्यातील नियम ३,५,६ आणि ७ |



13079701680

गाव :- टिटवाळा (943680)

तालुका :- कल्याण

जिल्हा :- ठाणे

ULPIN : 13079701680

भूमापन क्रमांक व उपविभाग : 221/3/2

भू-धारणा पध्दती : भोगवटादार वर्ग - I

गोताचे स्थानिक नाव :

क्षेत्र, एकक व आकारणी	खाते क्र.	भोगवटादाराचे नाव	क्षेत्र	आकार	पो.ख.	फे.फा.	कुळ, खंड व इतर अधिकार
क्षेत्र एकक	इ.अ.र.चौ.मी	13	कल्याण हाविवाही महानगरपालिका	0.48.15	0.76	(2644)	कुळाचे गाव व खंड
अ) लागवड योग्य क्षेत्र		[464]	[-सिद्धार्थ-कर्मिण्ण-खे]			(2644)	
कालापत	0.71.40		[-अश्विनी-कर्मिण्ण-खे]			(2644)	इतर अधिकार
सूक्ष्म सा.सो. क्षेत्र	0.71.40		[-आश्विन-कर्मिण्ण-खे]	0.23.25	0.37	0.28.60	(2644)
ब) पोट-पुलाक क्षेत्र (लागवड अयोग्य)			[-अश्विनी-पुंजा-पट्टी]			(2644)	प्रामाणिक व्यवहार : नाही.
जमी (अ)	0.28.60		[-सिद्धार्थ-कर्मिण्ण-पट्टी]			(2644)	शेवटचा पंजीयन क्रमांक 2644 व दिनांक 28/07/2017
जमी (ब)			[-जयशंकी-कर्मिण्ण-खे]			(2644)	
सूक्ष्म सा.सो.	0.28.60	697	वे. धारबाती इ-का, लफे प्रो.पा.			(2644)	
सूक्ष्म क्षेत्र (अनर्थ)	1.00.00		मोहन हरदासपुत्र बाबावानी	0.23.25	0.37	0.28.60	(2644)
जमीनपट्टी	1.13						
मुद्दे किंवा विवाद							
आपातणी							
दूर पर्याय क्र	(1387) (1571) (1950) (2266) (2267) (2628)						मौल्य मूल्य धारण विकस

गाव नमुना दारा (पिकांची नोंदवही)

| महाराष्ट्र जमीन पटवून अधिकार अभिलेख आणि नोंदवहा (गवा काले व सुस्थितीत ठेवणे) नियम, १९७९ च्यातील नियम २९ |

गाव :- टिटवाळा (943680)

तालुका :- कल्याण

जिल्हा :- ठाणे

: 221/3/2

पिकांसाठी क्षेत्राचा तपशील								ता.पं.स.साठी उपलब्ध नसलेली जमीन		नोंद
वर्ष	हंगाम	खाता क्रमांक	पिकाचा प्रकार	पिकाचे नाव	जल सिंचित	अजल सिंचित	जल सिंचनाचे माध्यम	स्वरूप	क्षेत्र	
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)	(९)	(१०)	(११)
					आर. चौ.मी	आर. चौ.मी			आर. चौ.मी	
2019-20	खराप		निशेक	गवत		0.71.40				

टीप : * हदची नोंद घेवार्हेत अथ हद घेवार्हेत आलेली आहे



(नाव :- जनार्दन बालाजी सुर्यवंशी)
तलाठी साझा :- टिटवाळाता :- कल्याण जि :- ठाणे

जलाठी सजा टिटवाळा
ता.कल्याण, जि.ठाणे.

क.ल.न.२	
क्र.सं. 22199	२०२४
७२	९२५

अवधान दिनांक : 14/08/2022



महाराष्ट्र शासन

गाव नमुना सात (अधिकार अभिलेख पत्रक)

| महाराष्ट्र ग्रामीण परमूल अधिकार अभिलेख आणि नोंदवहा (नगर काणे व सुविधनीय ठेवणे) नियम, १९७१ वार्षिक नियम ३,५,६ आणि ७ |



16263466795

गाव :- टिटवाळा (943680)
ULPIN : 16263466795तालुका :- कल्याण
भूवापन क्रमांक व उपविभाग : 221/3/1

जिल्हा :- ठाणे

क्षेत्र, एकक व आकारणी	खाले क्र.	भोगवटादाराचे नाव	क्षेत्र	आकार	पो.ख.	फे.फा.	कुळ, खड व इतर अधिकार
क्षेत्राचे एकक इ.आर.पी.सी	13	कल्याण डोंबिवली महानगरपालिका	0.18.45	0.29		(3010)	कुळाचे नाव व खद
अ) लागवड योग्य क्षेत्र	1640	-अग्रणी-सुरीयार-सो				(1953)	इतर अधिकार
ब) पौध-खात क्षेत्र		-अग्रणी-सुरीयार-सो				(1953)	अग्रणीय बांध
ग) पौध-खात क्षेत्र (लागवड अयोग्य)		-अग्रणी-सुरीयार-सो				(2653)	अग्रणीय प्रयोजनाकरणा (27411)
घ) पौध-खात क्षेत्र		साप्ताहिक क्षेत्र					प्रतिबंधित क्षेत्रात : नाही
जमी (अ)	0.28.40	शे. धारवाणी इन्फ्रास्ट्रक्चर व प्रो.प्र.मॉहन एच.धारवाणी	0.52.15	0.83	0.28.40	(3010)	नोंदवहा विषयक क्रमांक : 2951 व दिनांक : 22/12/2021
जमी (ब)							
उत्पन्न पो.ख.	0.28.40						
उत्पन्न क्षेत्र (अ-ब)	0.99.00						
जमावटवारी	1.12						
मुद्री किंवा विक्रीत आकारणी							

उपरोक्त क्षेत्राचे क्र. (689) (763) (1387) (1491) (1950) (1953) (2152) (2677) (2653) (2957)

सोमा आणि भूवापन विभाग

गाव नमुना बारा (पिकांची नोंदवही)

| महाराष्ट्र ग्रामीण परमूल अधिकार अभिलेख आणि नोंदवहा (नगर काणे व सुविधनीय ठेवणे) नियम, १९७१ वार्षिक नियम २९ |

गाव :- टिटवाळा (943680)

तालुका :- कल्याण

जिल्हा :- ठाणे

: 221/3/1

पिकांखालील क्षेत्राचा तपशील								लागवडीसाठी उपलब्ध नसलेली जमीन		शेरा
वर्ष	हंगाम	खाले क्रमांक	पिकांचा प्रकार	पिकांचे नाव	जल सिंचित	अजल सिंचित	जल सिंचनाचे साधन	स्वरूप	अन्न	
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)	(९)	(१०)	(११)
					भा. पी.सी	भा. पी.सी			भा. पी.सी	
2019-20	खाप		निंबूळ	गजब		0.9900				

टीप : * सराखे नोंद घेण्यास अर्थ हवे पंजेंत आलेली आहे

"या प्रमाणित प्रतीसाठी फी म्हणून ₹५/- रुपये मिळाले."

दिनांक :- 20/11/2023

सांकेतिक क्रमांक :-

(नाव :- अर्पित बालाजी मुर्यवंशी)

तलाठी साझा :- टिटवाळा :- कल्याण

तलाठी साझा टिटवाळा

ता.कल्याण, जि.ठाणे.



क.ल.न.२	
दस्त क्र. 22199	2024
63	924

"Annexure A"

क्र.महसुल/क-१/टे. क्र.७/एनपीसी/टिटवाळा-कल्याण/एसआर-२०१/२०११

जिल्हाधिकारी कार्यालय ठाणे

दिनांक : 24 FEB 2012

याचले :-

१. श्रीम. जिजाबाई काशिनाथ तरे व इतर यांचे कु.मु.धा मे धारवाणी इन्फ्रास्ट्रक्चर्स तर्फे भागीदार श्री मोहन ह. धारवाणी, रा. रोझाली, वार्डिंह विलेज, हिलरोड खडकपाडा, कल्याण (प) जि. ठाणे यांचा दि. २०/१२/२०११ रोजीचा अर्ज.
२. तहसिलदार कल्याण यांचेकडील चौकशी अहवाल क्र.जनिनबाब/टे-२/कावि-५९/एसआर-१९७/२०११, दि. ०७/०१/२०१२
३. नगररचनाकार कल्याण डोंबिवली महानगरपालीका कल्याण यांचेकडील यांचेकडील अंतरिम खरूप्याची मंजूरी (I.O.D.) क्र. कडॉमपा/नरवि/बाप/कावि-७७ दि. १६/१२/२०११
४. दैनिक "महाराष्ट्र जनमुद्रा" या जिल्हास्तरीय वृत्तपत्रामध्ये दि.२७/१२/२०११ रोजी व दैनिक "जनमत" तालुकास्तरीय वृत्तपत्रामध्ये दि. २८/१२/२०११ प्रसिध्द केलेला जाहीरनामा.
५. भूतंपादन विभागाकडील अनौपचारिक संदर्भ
 - १) विशेष भूतंपादन अधिकारी लघु पाटबंधारे, ठाणे यांचेकडील क्र. भू.सं./ल.पा./टे.नं.१/एसआर/४१ दि. ०७/०१/२०१२.
 - २) भूमि संपादन विशेष अधिकारी (विशेष घटक), ठाणे यांचेकडील क्र. भूसविज/नाहदा/५०, दि. ०५/०१/२०१२.
 - ३) विशेष भूतंपादन अधिकारी मेट्रो सेंटर-२, ठाणे यांचेकडील क्र. भू.सं./मेट्रो/ल.पा.आर-२२२१, दि. ०४/०१/२०१२
 - ४) उपविभागीय अधिकारी ठाणे विभाग ठाणे यांचेकडील क्र.टिडॉ/टे-५/भू.सं.वा./कावि-/एसआर-५४२/२०११, दि. २९/१२/२०११
 - ५) विशेष भू-संपादन अधिकारी उल्हास खाते प्रकल्प ठाणे यांचेकडील क्र.भूतंपादन/टे.नं.१/सो-८२२३५ दि. ११/०१/२०१२
 - ६) विशेष भूतंपादन अधिकारी, लघु पाटबंधारे ठाणे पत्र नळा यांचेकडील क्र.भूतंपादन/एसआर/टे-१/कावि-२६२३/११, दि. ०९/०१/२०१२
६. अर्जदार यांनी सादर केलेले हनीकम दि.२६/१२/२०११
७. अर्जदार यांनी सादर केलेले प्रतिज्ञापत्र दि.२६/१२/२०११
८. अर्जदार यांनी सादर केलेले अर्थपत्र व संकल्प दि. २३/१२/२०११
९. हकीमी अर्जदार यांचा दि. ३/२/२०१२ चा अर्ज व मान्यता पत्र दि. १/२/२०१२
१०. दैनिक ०८/०१/२०१२ रोजी प्रकल्प इंग्लिश हकीमी अर्ज निकाली काढण्याबाबतचे पत्र क्र. महसुल/क-१/टे-७/कावि-१३१०/एसआर-२०५/११ दि. १०/०१/२०१२.



आदेश :-

ज्याअर्थी, श्रीम. जिजाबाई काशिनाथ तरे व इतर यांचे कु.मु.धा मे धारवाणी इन्फ्रास्ट्रक्चर्स तर्फे भागीदार श्री. मोहन ह. धारवाणी, रा. रोझाली, वार्डिंह विलेज, हिलरोड खडकपाडा, कल्याण (प) जि. ठाणे यांनी ठाणे जिल्हातील कल्याण तालुक्यातील भौजे- टिटवाळा, ता.कल्याण येथील न नं. १६/५ व २२१/५/२ एकूण क्षेत्र १२२००.०० चौ.मी. जमिनीस रोहवास प्रयोजनासाठी कार्याची परवानगी मिळवण्याबाबत अर्ज केलेला आहे.

ज्याअर्थी, अर्जदार यांनी दि. २७/१२/२०११ रोजीचे "महाराष्ट्र जनमुद्रा" या जिल्हास्तरीय व दि. २८/१२/२०११ रोजीचे "जनमत" या तालुकास्तरीय वृत्तपत्रात जाहीरनामा प्रसिध्द करण्यात आला आहे. नुद्दात दिनांक ०८/०१/२०१२ रोजी इकडील कार्यालयाकडे १) श्रीम. सुशिला विष्णु ठाणकर जेकरे सुशिला सुरेश मोरी, २) आशा विष्णु ठाणकर जेकरे आशा पंढरीनाथ केणे, ३) उषा विष्णु

क्र. ल. न. २	
क्र. 22499	२०१४
१५	१२५

क्र.महसुल/क-१/टे. क्र.७/एनएपी/टिटवाळा-कल्याण/एसआर-२०९/२०११

ठाणकर ऊर्फ उपा चंद्रकांत भगत यांचा हरकती अर्ज झालेला असून, सादरचा हरकती अर्ज हरकतदार यांचे दि. ३/२/२०१२ चे अर्ज व दि. १/२/२०१२ चे मान्यता पत्रान्वये या कार्यालयचे पत्र क्र. महसुल/क-१/टे-७/कावि-१३९५/एसआर-२०९/११ दि. १०/२/२०१२ अन्वये निकाली काढणेत आलेला आहे.

आणि ज्याअर्थी, कल्याण-डोबिवली महानगरपालिका कल्याण यांनी त्यांचेकडील क्र. कडोमपा/ नरवि/बाप/कवि-७७ दि. १६/१२/२०११ मौजे- टिटवाळा, ता.कल्याण येथील स नं. १६/५ व २२१/३/२ क्षेत्र १२२००.०० चौ.मी. पैकी १२५२.५३ चौ.मी. चटई क्षेत्राच्या जमिनीस अंतरिम स्वरूपाचे मंजूरीपत्र (I.O.D.) दिलेली असून बांधकाम नकाशे मंजूर केलेले आहेत.

त्याअर्थी आता महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम ५४ अन्वये जिल्हाधिकारी ठाणे यांच्याकडे निहित करण्यांत आलेल्या अधिकारांचा वापर करून उक्त जिल्हाधिकारी या आदेशाद्वारे जनाबाई विठ्ठल तरे, श्रीकांत विठ्ठल तरे, आप्पा विठ्ठल तरे, सुनिल विठ्ठल तरे, नकुल विठ्ठल तरे, मोरेश्वर विठ्ठल तरे, कुष्णाबाई मोतीराम पाटील, मेघना मोहन पाटील, कल्याण रमेश कडच, लिला विठ्ठल तरे, जीजाबाई काशिनाथ तरे, अनिल काशिनाथ तरे, संतोष काशिनाथ तरे, प्रसाद काशिनाथ तरे, प्रमिला सुरेश पाटील, विजया नारायण पाटील, काळुराम गणपत तरे, रामचंद्र गणपत तरे, मनुबाई गंगाराम पावशे, जनाबाई वृत्तात्रय पाटील, उमेश विष्णू ठाणकर, महेश विष्णू ठाणकर, जीजाबाई काशिनाथ तरे, अनिल काशिनाथ तरे, संतोष काशिनाथ तरे, प्रसाद काशिनाथ तरे, प्रमिला सुरेश पाटील, विजया नारायण पाटील, जयश्री काशिनाथ तरे यांचे जिल्हाधीन कल्याण तालुक्यातील मौजे टिटवाळा, स नं. १६/५, २२१/३/२ क्षेत्र १२,२००.०० चौ.मी. (कल्याण डोबिवली महानगरपालिका यांचेकडील नकाशाप्रमाणे प्रत्यक्ष ताब्यात असलेले क्षेत्र ११६८५.०० चौ.मी. क्षेत्रास) रहिवास या विंगरशेतकी प्रयोजनार्थ वापर करण्याबाबत पुढील शर्तीवर अनुज्ञा (परमिशन) देण्यांत येत असून कल्याण डोबिवली महानगरपालिका यांचेकडील मंजूर बांधकाम नकाशाप्रमाणे खालील क्षेत्रावर बांधकाम अनुज्ञेय राहणार नाही.

1) 12,15&30 M.W. Road Set Back Area	4300.00 Sq.mt.
Handed over to K.D.M.C.	92.00 Sq.mt.
2) 12 m. & 30m. Road out of S.No. 16/5	1800.00 Sq.mt.
3) Gardem Reservation	2795.00 Sq.mt.
4) Green Zone Area	8987.00Sq.mt.



अधिनियम न्यायालयीन क्षेत्रात नियम दाखल करून देण्यांत आलेली

अशा जमीनीचा वापर व त्यावरील इमारतीच्या आणे किंवा उक्त जमीनीचा ज्या प्रयोजनार्थ उपयोग करण्यास परवानगी देण्यांत येईल असा अर्ज करून देण्यांत येईल आणि त्याने अशा जागेत किंवा त्या कोणत्याही जागेचा इतर कोणत्याही प्रयोजनार्थ जिल्हाधिकारी ठाणे यांच्याकडून तशा परवानगी मिळविण्याशिवाय वापर करता कामा नये. इमारतीच्या वापरावरून

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मनुजाबाई येजुरान (अ) जिल्हाधिकारी व नदरित नगरपालिका प्राधिकरण यांचे समाधान हाईल अशा रीतीने अशा जमीनीत रस्ते, गटारे वगैरे बांधून आणि (ब) भूगापन विभागाकडून अशा भूखंडाची नोंदणी व त्यांचे सीमांकन करून ती जमीन या आदेशाच्या तारखे पासून एक वर्षाच्या आंत मंजूर आराखड्याप्रमाणेच काटेकोरपणे विकसित केली पाहिजे आणि अशा रीतीने ती जमीन विकसित क्षेत्री जाई पर्यंत त्या जमीनीची कोणत्याही रीतीने विल्हेवाट लायता कामा नये.

क्र.महसुल/क-१/टे. क्र.७/पुनर्परी/टिडवाळा-कल्याण/एसआर-२०१/२०११

५. अनुज्ञाग्राही व्यक्तीस असा भुखंड थिकावयाचा असो विकासा त्यांनी इतर प्रकारे विल्हेवाट लावायची असेल तर अशा अनुज्ञाग्राही व्यक्तीने तो भुखंड या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीचे पालन करूनच थिकावणे विकासा अशा शर्तीनुसारच त्याची अन्य प्रकारे विल्हेवाट लावणे आणि त्यांचे निष्पादित केलेल्या विलेखात तसा खास उल्लेख करणे हे त्यांचे कर्तव्य असेल.

६. या सोबत जोडलेल्या स्थळ आराखड्यात आणि विकासा इंगारतीच्या नकाशात निर्दिष्ट केल्याप्रमाणे इतक्या जोते क्षेत्रावर बांधकाम करण्याविषयी ही परवानगी देण्यात आलेली आहे. सदर भुखंडातील नकाशात दर्शविल्याप्रमाणेच उर्वरित क्षेत्र दिना बांधकाम मोकळे सोडले पाहिजे.

६.३) प्रस्तावित बांधकाम हे नकाशात दर्शविलेल्या मजल्यापेक्षा जास्त मजल्याचे असू नये.

७. प्रस्तावित इमारत विकासा कोणतेही काग (असल्यास) त्यांच्या बांधकामास सुरुवात करण्यापूर्वी अनुज्ञाग्राही व्यक्तीने (गॅटीने) कल्याण-डोंबिवली महानगरपालिका यांची असे बांधकाम करण्याविषयीची आवश्यक ती परवानगी मिळविणे हे अशा व्यक्तीवर बांधकाम करणे असेल.

८. अनुज्ञाग्राही व्यक्तीने सोबत जोडलेल्या नकाशात दर्शविल्याप्रमाणे सीमांतिक मोकळे अंतर (ओपन मार्जिनल डिस्टेंसेस) सोडले पाहिजे.

९. या आदेशाच्या दिनांकापासून एक वर्षाच्या कालावधीत अनुज्ञाग्राही व्यक्तीने अशा जमीनीचा विंगर शेत प्रयोजनासाठी वापर करण्यास सुरुवात केली पाहिजे. मात्र वेळोवेळी असा कालावधी वाढविण्यात आला असेल तर तो गोट अलाहिदा. अनुज्ञाग्राही व्यक्तीने उपरोक्त प्रमाणे न केलेल्या ही परवानगी रद्द करण्यात आली असल्याचे समजण्यात येईल.

१०. अनुज्ञाग्राही व्यक्तीने अशा जमीनीचे विंगर शेतकी प्रयोजनार्थ वापर करण्यास ज्या दिनांकापासून सुरुवात केली असेल विकासा ज्या दिनांकास त्याने अशा जमीनीच्या वापरात बदल केला असेल तर तो दिनांक त्याने एक महिन्याच्या आत लक्षावधानात कल्याण महसिलद्वारास कळविले पाहिजे. जर तो असे करण्यास नुकतेच तर महानगर जमीन महसूल (जमीनीच्या वापरातील बदल व विंगरशेतकी आकारणी) नियम १९६९ मधील नियम ६ अन्वये त्याच्यावर कारवाईही करण्यास असा अनुज्ञाग्राही पात्र ठरेल.

११. सदर आदेशाच्या दिनांकापासून सदर अनुज्ञाग्राहीने त्या जमीनीच्या संबंधात दर चौ.मी. मागे रकमे ०-०१-० दराने विंगर शेतकी आकारणी दिली पाहिजे विकासा परवानगीच्या तारखेच्या पूर्वापेक्षा प्रभावाने अथवा त्यानंतर अंमलात येणारे विंगरशेतकी दराने विंगरशेतकी आकार देणे बांधकाम करणे राहिल. अशा जमीनीच्या वापरात कोणत्याही प्रकारचा बदल करण्यात आला तर त्या प्रमाणे निराक्या दराने विंगर शेतकी आकारणीच्या इमीची मुदत अदून समाना व्हावयाची आहे ही नोट विचारते घेण्यात येऊन आहे.

१२. सदन जमीनी अती कातडीची नोंदणी जो रकम रु. ४२०००/- (अक्षरी रु. वेचाळीस हजार मात्र) चलन क्र. १२०/२०१२, दि. २४/१२/२०१२, भरतीय स्टेट बँक, शाखा ठाणे बांधकाम विंगर चलन क्र. ४२९ दिनांक २४/०२/२०१२ अन्वये शासन नमूद केले आहे.

१३. भूसाधन विभागाकडून जमीनीची नोंदणी करण्यात आल्या नंतर अशा जमीनीचे विकासा क्षेत्रफळ आढळून येईल तितक्या क्षेत्रफळानुसार या आदेशात आणि सनदीमध्ये नमूद केलेले क्षेत्रफळ विंगरशेतकी आकारणी घेत बदल करण्यात येईल

१४. सदर जमीनीच्या विंगरशेतकी वापरात प्रारंभ केल्याच्या दिनांकापासून दोन वर्षांच्या कालावधीत अनुज्ञाग्राहीने अशा जमीनीवर आवश्यक ती इमारत बांधली पाहिजे. अन्यथा सदर आदेश रद्द समजण्यात येईल व अनुज्ञाग्राही यांना अकृषिक परवानगीसाठी नव्याने अर्ज सादर करावा लागेल.



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क्र.महसुल/क-३/टे. क्र.७/एनएपी/टिठयाळा-कल्याण/एसआर-२०१/२०११

१५. पुर्वीच मंजूर केलेल्या नकाशावरहुकुम अगोदरच बांधलेल्या इमारतीत अनुज्ञाग्राहीने 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 भरिचे किंवा फेरबदलाचे नकाशे मंजूर करून घेतले असतील तर ती गोष्ट वेगळी.

१६. अनुज्ञाग्राही व्यक्तीने आजुबाजुच्या परिसरांत अस्वच्छता व घाण निर्माण होणार नाही अशा रीतीने आपल्या स्वतःच्या खर्चाने आपली पाणी पुरवठ्याची व सांडपाण्याचा निचरा करण्याची व्यवस्था केली पाहिजे.

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

१८-अ. या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीविकी कोणत्याही शर्तीचे अनुज्ञाग्राही व्यक्तीने उल्लंघन केल्यास उक्त अधिनियमाच्या उपबंधान्वये असा अनुज्ञाग्राही ज्या कोणत्याही शास्तीस पात्र ठरेल त्या शास्तीस वाधा न येऊ देता वाण्याच्या जिल्हाधिका-यास तो निर्दिष्ट करेल असा दंड आणि आकारणी भरल्यानंतर उक्त जमीन किंवा भूखंड अर्जदारांच्या ताब्यात राहू देण्याचे अधिकार असेल.

१८-ब. घरात खंड (१८अ) मध्ये काहीही अंतर्भूत असतो तरीही या परवानगीच्या तरतूदीविरुद्ध जाऊन कोणतीही इमारत किंवा बांधकाम उभे करण्यात आले असेल किंवा तरतूदी विरुद्ध या इमारतीच्या किंवा बांधकामाचा वापर करण्यात आला असेल तर विनिर्दिष्ट नुदतीच्या आंत अशा रीतीने उभारलेली इमारत काढून टाकण्याविषयी किंवा तीत फेरबदल करण्याविषयी जिल्हाधिका-यांचे निर्देश देणे विधी संमत असेल तसेच जिल्हाधिका-याला अशी इमारत किंवा बांधकाम काढून टाकण्याचे किंवा तीत फेरबदल करण्याचे काम करवून घेण्याचा किंवा त्या प्रीत्यर्थ आलेला खर्च अनुज्ञाग्राही व्यक्तीकडून जमीन महसुलाची धरुवाकी म्हणून वसूल करून घेण्याचा अधिकार असेल.

१९. दिलेली ही परवानगी मुंबई कुळधडिवाट व शेतजमिन अधिनियम १९४८, महाराष्ट्र प्रमाणचक्रन अधिनियम आणि नगणपालिका अधिनियम इ. सारख्या त्या वेळी अंमलात असलेल्या इतर कोणत्याही कायद्याचे कोणतेही उद्देश्य प्रकरणाच्या अन्य संबंधीत बाबींच्या बाबतीत लागू होतील त्या उद्देश्याच्या अधिन असेल.

२०. अनुज्ञाग्राही याने दिनांक २०/१०/२०१२ मधील महाराष्ट्र शासन या मा.उच्च न्यायालयातील रिट क्र. ६७०२/२०१२ मधील न्यायालयाचे अंतरिम स्थगितीबाबत शासनाचे महसुल व क्र. गो.प्रति-१०/१०१२/प्र.क्र. ३१८/ख दि. १०/११/२०११ मधील सुधनानुसार मा.उच्च न्यायालयाचे अंतिम आदेशास अधिन राहून राडर परवानगी देणेत आली असून मात्र मा. उच्च शासन वादावरील जे निर्णय / आदेश देतील ते अर्जदार यांचेवर बंधनकारक राहतील.



महाराष्ट्र घरेलू अंजक हाऊसिंग विरुद्ध महाराष्ट्र शासन या मा.उच्च न्यायालयातील रिट क्र. ६७०२/२०१२ मधील न्यायालयाचे अंतरिम स्थगितीबाबत शासनाचे महसुल व क्र. गो.प्रति-१०/१०१२/प्र.क्र. ३१८/ख दि. १०/११/२०११ मधील सुधनानुसार मा.उच्च न्यायालयाचे अंतिम आदेशास अधिन राहून राडर परवानगी देणेत आली असून मात्र मा. उच्च शासन वादावरील जे निर्णय / आदेश देतील ते अर्जदार यांचेवर बंधनकारक राहतील.

अनुज्ञाग्राही याने कल्याण-डोंबिवली महानगरपालिका यांचेकडील मंजूर नकाशावरहुकुमच घेतलेले व त्या मध्ये नमूद उक्त बांधकाम हाऊसिंग महानगरपालिका यांचेकडील अंतरिम स्थगितीबाबत शासनाचे महसुल व क्र. गो.प्रति-१०/१०१२/प्र.क्र. ३१८/ख दि. १०/११/२०११ मधील अटी व शर्ती बंधनकारक राहतील.

क.ल.नं.२
 दस्त क्र. २२८९९ / २०२४
 ७८ १२५

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क्र.नहसुल/क-१/टे. क्र.७/एनएपी/टिटवाळा-कल्याण/एसआर-२०९/२०११

२२. अनुज्ञाग्राही यांनी कल्याण-डोंविवली महानगरपालिका यांचेकडील बांधकाम नकाशा वृत्तिरिक्त जादा बांधकाम केल्यास अगर बांधकामामध्ये बदल करून जादा चढईक्षेत्र निर्देशांक वापरल्यास अनुज्ञाग्राही हे महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ चे कलम ५२ अन्वये जबाबदारी स्वरूपाचा गुन्हा दाखल करण्यास पात्र रहातील व असे जादा बांधकाम दूर करण्यास पात्र राहतील.

२३. कल्याण-डोंविवली महानगरपालिकेने उपोघातील अ.क्र. ३ च्या आदेशान्वये अंतरीम मंजूरी दिलेली असून तदनंतर अंतीम मंजूरी प्रमाणपत्र मिळणार आहे. तथापि, अंतरीम मंजूरी प्रमाणपत्र व नंतर प्राप्त होणा-या अंतीम प्रमाणपत्रांमध्ये कोणत्याही स्वरूपात बदल झाल्यास त्यानुसार सुधारीत अकृपिक परवानगी घेणे अर्जदारावर बंधनकारक राहिल.

२४. प्रस्तुतच्या जमिनीच्या मालकी हक्कासंदर्भात भांड्यात कोणत्याही प्रकारचा वाद उद्भवल्यास त्याची सर्वस्वी जबाबदारी अनुज्ञाग्राही यांची राहिल.

२५. अर्जदार यांनी सादर केलेली कागदपत्रे खोटी अथवा धनादट असलेचे आढळून आल्यास नंतरची दिनशेती परवानगी आपोआप रद्द झालेचे समजणेत येईल.

सही/-

(ए. एल.ज-हाड)
जिल्हाधिकारी ठाणे



श्रीम. जिजाबाई काशिनाथ तरे व इतर
श्रीम. जनाबाई विठ्ठल तरे व इतर
रा. टिटवाळा, ता.कल्याण, जि.ठाणे



आदेश निर्गमित केले

जिल्हाधिकारी ठाणे करिता



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७९	१२५



"Annexure A"

महाराष्ट्र शासन

तहसिलदार तथा कार्यकारी दंडाधिकारी कार्यालय, कल्याण

पत्ता - दिवाणी न्यायशाखापार, रेशन गवळ, कल्याण (प.)

दुरध्वनी क्र. ०२५१-२३२५१२४ फॅक्स क्र. ०२५५१-२३२५१२४

Email Id - tahkalyan@gmail.com

क्र./महसूल/टे-२/जमिनवाब/विनिश्चिती/मौजे टिटवाळा/एसआर १७४/१६.
प्रति,

दिनांक:

3 SEP 2016

नगररचनाकार
कल्याण डोंबिवली महानगर पालिका,
कल्याण. (नगररचना विभाग)

विषय:- महाराष्ट्र जमिन महसूल अधिनियम १९६६ चे कलम ४२अ
१(अ)प्रमाणे वर्ग, भोगवटा व भार विनिश्चितीबाबत.
मौजे टिटवाळा, ता. कल्याण, जि. ठाणे

स.नं.	एकूण क्षेत्र (७/१२ प्रमाणे)	विनिश्चितीकरीता क्षेत्र
२११/२	१६४०.००	१६४०.००
२११/३	३३७.००	३३७.००
	कल्याण डोंबिवली महानगरपालिका, कल्याण क्षेत्र १४३.००	
२२६३/२	३९००.००	९९००.००
२२३/५	१२००.००	१२००.००
एकूण क्षेत्र	१३२२०.००	१३०७७.००

* Confirm.

संदर्भ:- नगररचनाकार (क.वि.) कल्याण डोंबिवली महानगरपालिका, कल्याण
बांधकडील पत्र क्र. जा.क्र.काडोमारा/नरवि/१४७, दिनांक २०/०७/२०१६.

मौजे टिटवाळा, ता. कल्याण येथील वर नमुद वर्तनाच्या अधीन मिळकती बाबत महाराष्ट्र जमिन महसूल
संहिता, १९६६ च्या कलम ४२ अ (१) (अ) प्रमाणे वर्ग व भार विनिश्चिती बाबतचे प्रकरण नगररचनाकार, कल्याण
डोंबिवली महानगरपालिका, कल्याण बांधकडील क्र. काडोमारा/नरवि/१४७, दिनांक २०/०७/२०१६ रोजी या कार्यालयास
पत्र ठाणे जिल्हा मध्य प्रदेश अनुसंधान अर्थ मंडळ अधिकारी कल्याण बांधकडील दिनांक ०८/०८/२०१६ रोजीच्या
अहवालाचे अनुषंगाने व महाराष्ट्र जमिन महसूल संहिता, १९६६ (दुसरी सुधारणा) अधिनियम, २०१४ (महाराष्ट्र
अधिनियम ३७/२०१४) व शासन निर्णय क्रमांक. हनएपी २०१६/प्र.क्र.७/टी - १, दिनांक २२ जानेवारी, २०१६ व
महाराष्ट्र जमिन महसूल संहिता, १९६६ च्या कलम ४२ अ(१)(अ) अनुसार महाराष्ट्र प्रादेशिक नियोजन व नगररचना
अधिनियम, १९६६ च्या तरतुदीन्वये तयार करण्यात आलेल्या प्रारूप विकास योजना अथवा अंतिम विकास योजनेत
निश्चित केलेल्या भोगवटादार वर्ग एक म्हणून धारण केलेल्या जमिनीच्या वर्गाबाबत, भोगवट्याबाबत
विनिश्चिती करणाऱ्या सर्वोपरी महसूला प्राधिका-याकडून विनिश्चिती करील
अटी व शर्तीवर वर्ग व त्यावरील भार याबाबतची खालील अटी व शर्तीवर



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१. मंडळ अधिकारी टिटवाळा यांचे अहवालानुसार तसेच प्रकरणात दाखल तलाठी सजा टिटवाळा यांचे कडील ७/१२ उतारे पहाता, व कल्याण डोंबिवली महानगर पालिका यांनी प्रस्तावासोबत सादर केलेले जमीनीचे आजरोजीचे ७/१२ पहाता मीजे टिटवाळा, ता. कल्याण येथील खालील वर्णन केलेल्या जमीनीबाबत जमीनीचा वर्ग, महसूल अभिलेखानुसार असणारे भोगवटादाराचे नांव (जमीनीचा भोगवटा) तसेच इतर हक्कातील नोंदीनुसार असणारा जमीनीवरील भार खालील प्रमाणे दिसून येत आहे.

जमिन मिळकतीचे वर्णन

(परिशिष्ट "अ")

अ.क्र.	गावाचे नाव	स.नं.	एकुण क्षेत्र (७/१२ प्रमाणे) (चौ.मी.)	जमिनीचा वर्ग	कब्जेदाराचे नाव	इतरहक्कातील नोंदी
१	टिटवाळा	२१९/२	१६४०.००	वर्ग - १	जयश्री हरिभाऊ तरे श्री. जितेंद्र हरिभाऊ तरे श्री. संतोष हरिभाऊ तरे श्री. जयेश हरिभाऊ तरे	निरंक
२	टिटवाळा	२१९/३	४८०.००	वर्ग - १	जनाबाई विठ्ठल तरे श्रीकांत विठ्ठल तरे आप्पा विठ्ठल तरे सुनिल विठ्ठल तरे नकुल विठ्ठल तरे मोरेश्वर विठ्ठल तरे कृष्णाबाई मोतीराम पाटील मेघना मोहन पाटील कल्याण रमेश कडव लिल्ल विठ्ठल तरे जिजाबाई काशिनाथ तरे अनिल काशिनाथ तरे संतोष काशिनाथ तरे प्रसाद काशिनाथ तरे प्रमिला सुरेश पाटील विजया नारायण पाटील जयश्री काशिनाथ तरे काळूराम गणपत तरे समचंद्र गणपत तरे मनुबाई मंगाराम पावशे जनाबाई दत्तात्रय पाटील उमेश विष्णू टणकर महेश विष्णू टणकर क्षेत्र - ३३७.०० चौ.मी. कल्याण डोंबिवली महानगरपालिका, कल्याण क्षेत्र १४३.०० चौ.मी.	निरंक
३	टिटवाळा	२२१/३२	९९००.००	वर्ग - १	जयश्री हरिभाऊ तरे श्री. जितेंद्र हरिभाऊ तरे श्री. संतोष हरिभाऊ तरे श्री. जयेश हरिभाऊ तरे	निरंक
४	टिटवाळा	२२१/५	१२००.००	वर्ग - २	जिजाबाई काशिनाथ तरे अनिल काशिनाथ तरे संतोष काशिनाथ तरे	



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					प्रसाद काशिनाथ तरे प्रतिभा सुरेश पाटील विजया नारायण पाटील जयश्री काशिनाथ तरे
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२. उपरोक्त विपयांकित जमीन भोगवटादार वर्ग १ ची असून गाव नमुना नं. ७/१२ चे इतर हक्का मध्ये कोणत्याही प्रकारचा बांधा अथवा भार असून येत नाही.
३. उपरोक्त परिशिष्टात नमुद कल्याणप्रमाण जमीनीचा वर्ग दर्शविण्यात आलेला असून आज रोजीच्या गाव नमुना नं. ७/१२ चे भोगवटादारामध्ये वर परिशिष्टात नमुद केलेल्या खातेदारांची नावे दाखल आहेत.
४. सदरची विनिश्चिती ही शासन निर्णय दिनांक २२/०४/२०१६ नुसार करणेत आलेली असून आपणा मार्फत विकास प्रस्ताव दाखल करणारे व्यक्ती/संस्था/कंपनी यांनी जमीनीचे आज रोजीचे ७/१२ नुसार असणारे भोगवटादार यांचे कडून कायदेशिररित्या विफारसनाचे हक्क प्राप्त करून घेतले असलेबाबतची खाची प्रथम आपले स्तरावरून करणेत यावी.
५. प्रस्तुत प्रकरणी विकास परवानगी देण्यापूर्वी अथवा अंतिम मान्यता देणेपूर्वी जमीनीच्या फेरफाट बाबत / असलेबाबत कोणत्याही दिवाणी न्यायालयात किंवा इतर कोणत्याही सक्षम प्राधिकारी यांचे न्यायालयात दावा / नसलेबाबत जमीननालका विकासक यांचे कडून प्रतिज्ञापत्र आपले स्तरावर घेणेत यावे.
६. विकास प्राधिकरणाने वर्गनप्रमाणे विनिश्चिती कळविण्यात येत असली तरी, या प्रमाणपत्रान्वये भोगवटादार वर्ग - १ या जमीनधारकांचा विनिश्चिती कळविण्यात आलेली जमीन भविष्यात भोगवटादार वर्ग - २ या धारणाधिकार्याची जमीनच्या विविध इतरास त्यासाठी प्रचलित तरतुदी विचारात घेतल्यानंतर शासनाकडे नियमानुसार देय असणारी नववर्ग्याची व राखणस देय असलेली अन्य रकम विहित कार्यपद्धती अकलंबून संबंधित महसूल प्रबंधक-याने नगराचे विकास सदर रकम शासनास जमा करणे ही संबंधित भोगवटादाराची जबाबदारी राहिल आणि हे संबंधित भोगवटादारास मान्य आहे, असे संबंधित भोगवटादार यांच्याकडून वधपत्राच्या स्वरूपात नियोजन प्राधिकरणाने लिहून घेणे अनिवार्य राहिल.
७. सदर जमिन खाजगी वने संपादन कायदा, गादिवासी हस्तांतरण कायदा इत्यादी कायद्याने बाधित होत नाही.
८. तसेच विषयांकित जमीन कोणत्याही शासकिय विभाग अथवा महामंडळ यांचेकडील प्रकल्पाबाबतचे अधिसूचनेने/आरक्षणाने बाधित होत आहे, किंवा नाही याबाबतची खाची आपल्या स्तरावर करण्यात यावी.
९. विषयांकित जमिन भूस्वाम्यामध्ये येत आहे अगर कसे ? याबाबत आपले स्तरावर संबंधित सक्षम प्राधिकारी यांचे

अनिवार्य घेणेत यावेत.



जमिन (कमल भर्वादा व विनियमन) अधिनियम १९७६ मधील तरतुदीबाबत, मा. सक्षम विकासक यांचे कडून प्रतिज्ञापत्र आपले स्तरावर घेणेत यावेत.
शासकीय निर्णय दिनांक २२/०४/२०१६ मधील निर्देशानुसार महाराष्ट्र जमिन महसूल संहिता, १९६६ चे करम ४२ अ (१) (अ) येथे ज्या अनुप्रमाणे ज्या कोणत्याही व्यक्ती/संस्था जमीनीच्या धारणामधील बदलास परवानगी देण्यात आली असेल, त्याने असा बांधावटाला यदन मूळ येण्यापासून ३० दिवसांच्या आत या कार्यालयास लेखी कळविणे वधपत्राकडे आहे. तसेचतर करम ४७ अ मध्ये नमुद केलेल्या दराप्रमाणे स्थापतरण कराचा आणि त्याबाबदल अकलंबक जाकरणाचा भरण करण आवश्यक असून जसा भरण केल्यावर ३० दिवसांच्या कालावधीत सनद घेणे अनिवार्य आहे. याप्रमाणे अट बाधित विकास परवानगी मध्ये नमुद करण्यात यावी.

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८२	९२५

१२. महाराष्ट्र जमीन महसूल संहिता, १९६६ च्या कालात १५७ अन्वये अधिकार अभिलेखातील नोंद व फेरफार नोंदखोसोस प्रमाणित नोंद ही एतत्कारुद्ध शिष्ट कारण्यात योषपर्यंत किंवा त्याबद्दल नवीन नोंद कायदेशिररित्या वायल कारण्यात येईपर्यंत खरी असाऱ्याचे गृहीत धरण्यात येते. या तरतुदीच्या अधीन राहून सदरची विनिश्चिती ही सदर जमीनी संदर्भातील अद्ययावत अधिकार अभिलेख व फेरफारांची तपासणी करून देण्यात येत आहे.

१३. विषयांकित मिळकतीबाबतचे कोणतेही अभिलेख अथवा फेरफार हे कोणत्याही सक्षम न्यायालयाने रद्द केल्यास सदरची विनिश्चिती आपोआप रद्द झाले, असे समजणेत येईल, व त्याकरीता कोणतेही स्वतंत्र आदेश काढणेची आवश्यकता राहणार नाही. याप्रमाणे अट आपले विकास-असल्यागी मध्ये नमुद करण्यात यावी.



तहसिलदार कल्याण



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"Annexure A"

महाराष्ट्र शासन

तहसिलदार तथा कार्यकारी दंडाधिकारी कार्यालय, कल्याण

पत्ता - दिवाणी न्यायालयासमोर, स्टेशन जवळ, कल्याण (प.)

दुरध्वनी क्र. ०२५१-२३१५१२४ फॅक्स क्र. ०२५१-२३१५१२४

Email Id - tahkalyan@gmail.com

क्र./महसूल/टे-२/जमिनबाब/विनिश्चिती टिटवाळा/ एसआर ४२/१६.
प्रति,

दिनांक: 18-7-2016

नगररचनाकार
कल्याण डोंबिवली महानगर पालिका,
कल्याण (नगररचना विभाग)

विषय:- महाराष्ट्र जमिन महसूल अधिनियम १९६६ चे कलम ४२अ
१(अ)प्रमाणे वर्ग, भोगवटा व भार विनिश्चितीबाबत.

मौजे टिटवाळा, ता.कल्याण, जि. ठाणे

स.नं.	एकुण क्षेत्र (चौ.मी)	विनिश्चितीकरीता क्षेत्र (चौ.मी)
२२१/६ अ	२१०५०.००	१४५०.००
एकुण	२१०५०.००	१४५०.००

संदर्भ:- नगररचनाकार (क.वि.) कल्याण डोंबिवली महानगरपालिका, कल्याण
यांचेकडील पत्र क्र. जा.क्र. क.कडॉमपा/नरवि/४८२,
दिनांक ०९/०५/२०१६



मौजे टिटवाळा, ता. कल्याण येथील वर नमुद वर्णनाच्या जमीन मिळकती बाबत महाराष्ट्र जमीन महसूल संहिता, १९६६ च्या कलम ४२ अ (१) (अ) प्रमाणे वर्ग व भार विनिश्चिती बाबतचे प्रकरण नगररचनाकार, कल्याण डोंबिवली महानगरपालिका, कल्याण यांचेकडील क्र कडॉमपा/नरवि/४८२, दिनांक ०९/०५/२०१६ रोजी या कार्यालयास प्राप्त झाले आहे. सदर पत्राचे अनुषंगाने मंडळ अधिकारी टिटवाळा यांचे कडील दिनांक २०/०६/२०१६ रोजीचा अहवालाचे अनुषंगाने व महाराष्ट्र जमीन महसूल संहिता, १९६६ (दुसरी सुधारणा) अधिनियम, २०१४ (महाराष्ट्र अधिनियम ३७/२०१४) व शासन निर्णय क्रमांक. एनएपी २०१६/प्र.क्र.७/टी - १, दिनांक २२ जानेवारी, २०१६ व महाराष्ट्र जमीन महसूल संहिता, १९६६ च्या कलम ४२ अ(१)(अ) अनुसार महाराष्ट्र प्रादेशिक नियोजन व नगररचना अधिनियम, १९६६ च्या तरतुदीन्वये तयार करण्यात आलेल्या प्रारूप विकास योजना अथवा अंतिम विकास योजनेत निश्चित केलेल्या वापरानुसार भोगवटादार वर्ग एक म्हणून धारण केलेल्या जमिनीच्या वर्गाबाबत, भोगवटयाबाबत तसेच अशा जमीनीवरील भाराबाबत विनिश्चिती करण्यासाठी संबंधित महसूली प्राधिका-याकडून विनिश्चिती करील असे नमुद आहे. सदर तरतुदीनुसार खालील जमीनीचा वर्ग व भार याबाबतची खालील अटी व शर्तीवर विनिश्चिती कळविणेत येत आहे.

मंडळ अधिकारी टिटवाळा यांचे अहवालानुसार तसेच प्रकरणात दाखल तलाठी सजा टिटवाळा यांचे कडील ७/१२ अटीर महाता, व कल्याण डोंबिवली महानगर पालिका यांनी प्रस्तावासोबत सादर केलेले जमीनीचे आजरोजीचे ७/१२ पहाता मौजे टिटवाळा, ता. कल्याण येथील खालील वर्णन केलेल्या जमीनीबाबत जमीनीचा वर्ग, महसूल



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अभिलेखानुसार असणारे भोगवटादाराचे नाव (जमीनीचा भोगवटा) तसेच इतर हक्कातील नोंदीनुसार असणारा जमीनीवरील भार खालील प्रमाणे दिसून येत आहे.

जमिन मिळकतीचे वर्णन
(परिशिष्ट "अ")

अ.क्र	गावाचे नाव	स.नं.	क्षेत्र ७/१२ प्रमाणे	जमिनीचा वर्ग	कर्जेदाराचे नाव	इतर हक्कातील नोंदी
१	टिटवाळा	२२१/६ अ	२१०५०.००	वर्ग - १	श्री. जनाबाई विठठल तरे श्री. श्रीकांत विठठल तरे श्री. आप्पा विठठल तरे श्री. सुनिल विठठल तरे श्री. नकुल विठठल तरे श्री. मारेश्वर विठठल तरे श्री. कृष्णाबाई विठठल तरे श्रीम.मेघना मोहन पाटील श्रीम. कल्पना रमेश कडव श्रीम. लिला विठठल तरे श्रीम. जिजाबाई काशिनाथ तरे श्रीम. जिजाबाई काशिनाथ तरे श्री. अनिल काशिनाथ तरे श्री. संतोष काशिनाथ तरे श्री. प्रसाद काशिनाथ तरे सौ. प्रमिला सुरेश पाटील सौ. विजया नारायण पाटील सौ. जयश्री काशिनाथ तरे श्री. काळूराम गणपत तरे श्री. रामचंद्र गणपत तरे श्री. मनुबाई गंगाराम पावशे श्री. जनाबाई दत्तात्रय पाटील श्री. उमेश विष्णू ठाणकर श्री. महेश विष्णू ठाणकर	निरंक
					कल्याण डोंबिवली महानगरपालिका, कल्याण (रत्यासाठी) क्षेत्र ३४७५.०० चौ.मी.	

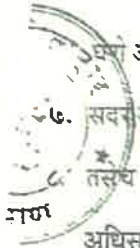
- उपरोक्त विषयांकित जमीन भोगवटादार वर्ग १ ची असून सदर गाव नमुना नं. ७/१२ चे इतर हक्कामध्ये कोणत्याही प्रकारचा बोजा अथवा भार दिसून येत नाही.
- उपरोक्त परिशिष्टात नमुद केल्याप्रमाणे जमीनीचा वर्ग दर्शविण्यात आलेला असून आज रोजीच्या गांव नमुना नं. ७/१२ चे भोगवटादारामध्ये वर परिशिष्टात नमुद केलेल्या खातेदारांची नावे दाखल आहेत.
- विषयांकित जमीन मिळकतीत स.नं. २२१/६ पै या जमीन मिळकतीची मा. जिल्हाधिकारी बाणेश्वर यांनी दिनांक २०/१२/२०१२ रोजी विनशेती आदेश निर्गमित केलेले आहेत. (मा. जिल्हाधिकारी ठाणे यांचेकडील आदेश क्र. महसूल/क-१/क्र-७/एन.ए.पी/टिटवाळा कल्याण/एसआर -१८१/११, दिनांक २७/०२/२०१२) प्रस्तुतच्या विनशेती आदेशामध्ये (स.नं. १२/४, २२१/४, २२१/४पै, २३८ एकूण क्षेत्र ३४५६०.०० चौ.मी.) याप्रमाणे क्षेत्राचा उल्लेख आहे.



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परंतु स.नं. २२१/६ पैकी या स.नं. चे किती क्षेत्र बिनशेती करण्यात आले आहे याबाबत आदेशामध्ये नमुद केलेले नाही त्यामुळे सदर स.नं. २२१/६ पै ये ७/१२ वरील बिनशेती क्षेत्राबाबत बोध होत नाही.

४. सदरची विनिश्चिती ही शासन निर्णय दिनांक २२/०१/२०१६ नुसार करणेत आलेली असून आपणा मार्फत विकास प्रस्ताव दाखल करणारे व्यक्ती/संस्था/कंपनी यांनी जमीनीचे आज रोजीचे ७/१२ नुसार असणारे भोगवटादार यांचे कडून कायदेशिररित्या विकासनाचे हक्क प्राप्त करून घेतले असलेबाबतची खात्री प्रथम आपले स्तरावरून करणेत यावी.
५. प्रस्तुत प्रकरणी विकास परवानगी देण्यापुर्वी अथवा अंतिम मान्यता देणेपुर्वी जमीनीच्या फेरफारा बाबत / अभिलेखाबाबत कोणत्याही दिवाणी न्यायालयात किंवा इतर कोणत्याही सक्षम प्राधिकारी यांचे न्यायालयात दावा/अपिल सुरू नसलेबाबत जमीनमालक/विकासक यांचे फडून प्रतिज्ञापत्र आपले स्तरावर घेणेत यावे.
६. नियोजन प्राधिकरणास वरीलप्रमाणे विनिश्चिती कळविण्यात येत असली तरी, या प्रमाणपत्रान्वये भोगवटादार र्ग - १ या धारणाधिकाराची विनिश्चिती करण्यात आलेली जमीन भविष्यात भोगवटादार र्ग - २ या धारणाधिकाराची असल्याचे निष्पन्न झाल्यास त्यासाठी प्रचलित तरतूदी विचारात घेतल्यानंतर शासनाकडे नियमानुसार देय असणारी नजराण्याची व शासनास देय असलेली अन्य रक्कम विहित कार्यपध्दती अवलंबून संबंधित महसूल प्राधिका-याने मागणी केल्यास सदर रकमा शासनास जमा करणे ही संबंधित भोगवटादाराची जबाबदारी राहिल आणि हे संबंधित भोगवटादारास मान्य आहे, असे संबंधित भोगवटादार यांच्याकडून बंधपत्राच्या स्वरुपात नियोजन प्राधिकरणाने लिहून घेणे अनिवार्य राहिल.



७. सदर जमीन खाजबी वने संपादन कायदा, आदिवासी हस्तांतरण कायदा इत्यादी कायदयाने बाधित होत नाही.

तसेच विषयांकित जमीन कोणत्याही शासकिय विभाग अथवा महामंडळ यांचेकडील प्रकरणाबाबतचे अधिसूचनेने/आरक्षणाने बाधित होत आहे, किंवा नाही याबाबतची खात्री आपल्या स्तरावर करण्यात यावी.

९. विषयांकित जमीन भुसंपादनामध्ये येत आहे अगर कसे याबाबत आपले स्तरावर संबंधित सक्षम प्राधिकारी यांचे अभिप्राय घेणेत यावेत.
१०. विषयांकित जमिनीबाबत नागरी जमीन (कमाल मर्यादा व विनियमन) अधिनियम १९७६ बाबत सक्षम प्राधिकारी यांचे अभिप्राय नियोजन प्राधिकारी यांनी घेणे अनिवार्य आहे.
११. शासन निर्णय दिनांक २२/०१/२०१६ मधील निर्देशानुसार महाराष्ट्र जमीन महसूल संहिता, १९६६ चे कलम ४२ अ (१) (अ) व (ब) च्या अनुबंगाने ज्या कोणत्याही व्यक्तीला जमीनीच्या वापरामधील बदलास परवानगी देण्यात आली असेल, त्याने असा वापरातील बदल सुरू केल्यापासून ३० दिवसांच्या आत या कार्यालयास लेखी कळविणे बंधनकारक आहे. तदनंतर कलम ४७ अ मध्ये नमुद केलेल्या दराप्रमाणे रूपांतरण कराचा आणि त्याबद्दल अकृषिक आकारणीचा भरणा करणे आवश्यक असून असा भरणा केल्यावर ३० दिवसांच्या कालावधीत सन्द्द घेणे अनिवार्य आहे. याप्रमाणे अट आपले विकास परवानगी मध्ये नमुद करण्यात यावी.
१२. महाराष्ट्र जमिन महसूल संहिता, १९६६ च्या कलम १५७ अन्वये अधिकार अभिलेखातील नोंद व फेरफार नोंदपहीतील प्रमाणित नोंद ही एतद्विरुद्ध सिध्द करण्यात येईपर्यंत किंवा त्याबद्दल नवीन नोंद कायदेशिररित्या दाखल करण्यात येईपर्यंत खरी असल्याचे गृहीत धरण्यात येते, या तरतुदीच्या अधीन राहून सदरची विनिश्चिती ही सदर जमीनी मधील अद्ययावत अधिकार अभिलेख व फेरफारांची तपासणी करून देण्यात येत आहे.



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१३. विषयांकित मिळकतीबाबतचे कोणतेही अभिलेख अथवा फेरफार हे कोणत्याही सक्षम न्यायालयाने रद्द केण्यास सारखी विनिश्चिती आपोआप रद्द झाले, असे समजणेत येईल, व त्याकरीता कोणतेही स्वतःच आदेश काढणेची आवश्यकता राहणार नाही. याप्रमाणे अट आपले विकास परवानगी मध्ये नमूद करण्यात यावी.


तहसिलदार कल्याण

✓ प्रत - श्री. जनाबाई विठ्ठल तरे व इतर यांस माहितीसाठी खाना.




तहसिलदार कल्याण



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"Announcements"

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जिल्हाधिकारी कार्यालय ठाणे

दिनांक: 27 FEB 2012

वाचते :-

१. श्रीम. जनाबाई विष्णू तरे व इतर गांचे कु.गु.भा. धार्यानी इन्फोस्ट्रक्चर तर्फे श्री. मोहन ह. धार्यानी रा. धर्चे व्हीलज, हिलरोड, खडकपाडा, कल्याण (प.) यांचा दि. १४/११/२०११ रोजीचा अर्ज.
२. तहसिलदार कल्याण यांचेकडील चौकशी अहवाल क्र.जमिनबाध/टे-२/फायि-२३१०/एसआर-१६७/११, दि. २४/११/२०११
३. नगररक्षणकार कल्याण डोंबिवली महानगरपालीका कल्याण यांचेकडील यांचेकडील अंतरिम स्वरूपाची मॅजुरी (I.O.D.) क्र. यादोमपा/नरवि/बाप/कावि-१९ दिनांक ८/११/२०११
४. दैनिक 'महाराष्ट्र जनमुद्रा' या जिल्हास्तरीय वृत्तपत्रामध्ये दि. १६/११/२०११ रोजी व दैनिक 'जनमत' तालुकास्तरीय वृत्तपत्रामध्ये दि. १६/११/२०११ प्रसिध्द केलेला जाहीरनामा.
५. भूसंपादन विभागाकडील अनौपचारिक संदर्भ
 - १) विशेष भूसंपादन अधिकारी लघु पाटबंधारे, ठाणे यांचेकडील क्र. भूसं/ल.पा./टे-२/एसआर/-६३७६ दि. २१/११/२०११
 - २) भुनि संपादन विशेष अधिकारी (विशेष घटक), ठाणे यांचेकडील क्र. भूसविअ/नाहदा/१५८३, दि. २४/११/२०११
 - ३) विशेष भूसंपादन अधिकारी मेट्रो सॅटर, ठाणे यांचेकडील क्र. भूसं/मे.सं.३/एसआर-१०९३ दि. २५/११/२०११
 - ४) उपविभागीय अधिकारी ठाणे विभाग ठाणे यांचेकडील क्र. टिड/टे-५/भू.सं.दा./कावि-/एसआर-४५७/२०११ दि. २२/११/२०११
 - ५) विशेष भूसंपादन अधिकारी उल्हास खोरे प्रकल्प ठाणे यांचेकडील क्र. भूसंपादन/टे.नं.४/सी-७२८९४ दि. २५/११/२०११
 - ६) विशेष भूसंपादन अधिकारी, लघु पाटबंधारे ठाणे, उषा मोळा यांचेकडील क्र. भूसंपादन/एसआर-वशी-१३/टे-५/जा.क्र.३४६७, दि. २५/११/२०११
६. अर्जदार यांनी सादर केलेले हमीकन प्रतिज्ञापत्र दि. १८/११/२०११
७. अर्जदार यांनी सादर केलेले शपथपत्र व वधपत्र दि. १८/११/२०११
८. श्री. नहेरा श्यामसुंदर गोंयल यांचा हरकती अर्ज निकाली काढलेबाबतचे पत्र क्र. महसूल/क-१/टे-७/एनएपी/एसआर-१८१/११ दि. १५/०२/२०१२
९. श्रीम. सुशिलाबाई विष्णू ठाणकर व इतर २ यांचा हरकती अर्ज निकाली काढलेबाबतचे पत्र क्र. महसूल/क-१/टे-७/एनएपी/एसआर-१८१/११ दि. १०/०२/२०१२



ज्याबाबत अर्जदार यांनी दि. १५/११/२०११ रोजीचे 'महाराष्ट्र जनमुद्रा' या जिल्हास्तरीय व दि. १६/११/२०११ रोजीचे 'जनमत' या तालुकास्तरीय वृत्तपत्रात जाहीरनामा प्रसिध्द करण्यात आला आहे. मुदतीक सुटविलेला फायलयाकडे दि. ३१/११/२०११ रोजी १) श्रीम. सुशिला विष्णू ठाणकर उर्फ सुशिला सरेशा भोसले २) उषा विष्णू ठाणकर उर्फ अशा पंढरीनाथ केणे ३) उषा विष्णू ठाणकर उर्फ

२३/२०११ रोजीचे 'जनमत' या तालुकास्तरीय वृत्तपत्रात जाहीरनामा प्रसिध्द करण्यात आला आहे. मुदतीक सुटविलेला फायलयाकडे दि. ३१/११/२०११ रोजी १) श्रीम. सुशिला विष्णू ठाणकर उर्फ सुशिला सरेशा भोसले २) उषा विष्णू ठाणकर उर्फ अशा पंढरीनाथ केणे ३) उषा विष्णू ठाणकर उर्फ

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 क्र. महसूल/कल/टे. क्र. ७/पत्राणी/दिवाळा-कल्याण/एसआर-२८१/२०२३
 उपा चंद्रकांत भगत यांनी तसेच श्री. महेश यशमसुंदर गायक यांनी हरकती अर्ज सादर केला होता. व
 सदरचा हरकती अर्ज दिनांक १०/२/२०१३ व १५/२/२०१३ रोजीचे प्रजात्यये निफाली काढणेत आलेला
 आहे.

ज्याअर्थी कल्याण डोंबिवली महानगरपालिका कल्याण प्रांती त्याचेकडील अन्यये मोजे-
 दिवाळा ता.कल्याण येथील स.न. १२/४, २२१/४, २२२/६९, २३८ क्षेत्र ३४५६०.०० चौ.मी.
 (प्रत्यक्ष ताब्यात आलेले क्षेत्र ३१०५५.०० चौ.मी.) पैकी १२८८३.९३ चौ.मी. जमिनीस अंतरिम
 स्वरुपाचे मंजूरीपत्र (I.O.D.) दिलेली असून बांधकाम नकाशा मंजूर केलेले आहेत.

आणि ज्याअर्थी मोजे-दिवाळा ता. कल्याण येथील स.न. २९१/४ क्षेत्र १२१००.००/
 चौ.मी. ही जमिन कुळ कापदा फलम ४३ ना. पाज. असून मुबई कुळवाडियाद ह. शेतजमीन
 अधिनियम १९४८ चे कलम ४९ व मुबई कुळवाडियाद व शेतजमीन नियम १९५६ चे नियम २५(२)
 नुसार परवानगी देण्यासाठी जिल्हाधिकारी सक्षम आहेत. त्यानुसार सदरहू स.न. २९१/४ क्षेत्र
 १३१००.०० च्या आकाराच्या ४० गट नकारण्याची र. रु. ५०/- (आक्षरि रुपये पन्नास माय) /
 (रु.५०/- चे चकान एक रिकारत नसल्याने रकम रु.५००/-) इकडील चलन नं. ३६०/२०१२
 दिनांक २७/२/२०१२ भारतीय स्टेट बँक माथेकडील चलन नं. २३३ दि. २७/२/२०१२ अन्यये
 शासन जमा केली आहे. प्रकरणी कुळ कापदा कलम ४३ ना. पाज. असलेली शर्त या आदेशाच्या
 शिथिल करण्यात येत आहे. तशी गोपये अभिलेखात तोंद घेणेत यावी.



त्याअर्थी आता महाराष्ट्र जमीन महसूल अधिनियम १९६६ च्या कलम ४४ अन्वये जिल्हाधिकारी
 ठाणे याच्याकडे निहित करण्यात आलेल्या अधिकाऱ्यांची बापर करण्य बायत जिल्हाधिकारी या आदेशाद्वारे
 जनाबाई चिडुल तरे, शोकांत चिडुल तरे, आषा चिडुल तरे, रणिल चिडुल तरे, तफुल चिडुल तरे, मोरेन्यर
 चिडुल तरे, कुण्याबाई मोतीराम पाटील, मेघना मोहन भाटील कल्याण रमेश फडत, लिला चिडुल तरे,
 अजयबाई काशिनाथ तरे, अनिल काशिनाथ तरे, सुवीर काशिनाथ तरे, प्रभाकर काशिनाथ तरे, प्रमिला
 सुरेश पाटील, विजया नारायण पाटील, जयश्री काशिनाथ तरे, काळबाई गणपत तरे, रामचंद्र गणपत
 तरे, मनुबाई गंगाराम प्रायश, जनाबाई दत्तात्रय पाटील, रमेश विष्णू बाणकर, महेश विष्णू बाणकर,
 निर्मला धर्मापतेल, कलास धर्मा एगडे, अनंत धर्मा एगडे, वनिता धर्मा एगडे, सुनिता सुभाष क्योरे,
 चंद्रकांत दुकल्या एगडे, कुडलीर दुकल्या एगडे, कांता दुकल्या एगडे, कुसुम लक्ष्मण क्योरे यांना ठाणे
 जिल्ह्यातील कल्याण तालुक्यावधील मोजे दिवाळा ता.कल्याण येथील स.न. १२/४, २२१/४,
 २२२/६९, २३८ क्षेत्र ३४५६०.०० चौ.मी. (प्रत्यक्ष ताब्यात आलेले क्षेत्र ३१०५५.०० चौ.मी.) पैकी
 १२८८३.९३ चौ.मी. क्षेत्रास राहियास या जिरासतकी प्रगळनाथ बापर करण्याबायत पुढील शर्तीवर
 अनुज्ञा (परमोशान) देण्यात येत असून कल्याण डोंबिवली महानगरपालिका बांधकामी मंजूर बांधकाम
 नकाशाप्रमाणे खालील क्षेत्रावर बांधकाम अन्वये राहणार नाही.

१. १५.०० M.V. रोड सेट प्रक ४३१५.०० चौ.मी.
 २. गार्ड-रिटराशन नं. ९१ ४३२५.०० चौ.मी.
 ३. इध.एस. रिटराशन नं. ९३ २०३०.०० चौ.मी.
 ४. पी. एस. रिटराशन नं. ९० २३२०.०० चौ.मी.
 ५. ४५ टक्के आर.सी. (स्लॉट क्र. १ व ३) २१३२५.०० चौ.मी.
-
 १८३० चौ.मी.

ह्या शर्ती अशा:-

१. ही परवानगी अधिनियम त्याखालील वेधने नियम यांना अधिने देऊ देण्यात आलेली
 आहे.
२. अनुज्ञावाही व्यक्तीने (पेट्टीने) अशा जमीनीच्या बापर व त्यापरील इमारतीच्या आणि कृषि
 अन्य बांधकामाच्या उपयोग उक्त जमीनीच्या ज्या प्रयोजनाथे उपयोग करण्यास परवानगी देण्यात
 आली असले त्या प्रयोजनाथे केवळ केला पाहिजे आणि त्याने अशी जमीन किंवा तिच्या कोणताही



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"Annexure A"

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भाग किंवा अशी इमारत यांचा इतर कोणत्याही प्रयोजनार्थ जिल्हाधिकारी ठाणे यांच्याकडून तशा अर्थाची आगाऊ लेखी परवानगी मिळविल्याशिवाय वापर करता कामा नये. इमारतीच्या वापरावरून नमिणीचा वापर ठरविण्यात येईल.

३. अशी परवानगी देणा-या प्राधिका-याकडून अशा भूखंडाची किंवा त्यांचे जे कोणतेही उपभूखंड करण्याबाबत मंजूरी मिळाली असेल त्या उपभूखंडाची आणखी पोटविभागणी करता कामा नये.

४. अनुज्ञाग्राही व्यक्तीने (अ) जिल्हाधिकारी व संबंधित नगरपालिका प्राधिकारणा यांचे तामाधान होईल अशा रीतीने अशा जमीनीत रस्ते, गटारे वगैरे बांधून आणि (ब) भूगापन विभागाकडून अशा भूखंडाची मोजणी व त्यांचे सीमांकन करून ती जमीन या आदेशाच्या तारखे पासून एक वर्षाच्या आत मंजूर आराखड्याप्रमाणेच फाट्यावरपणे विकसित केली पाहिजे आणि अशा रीतीने ती जमीन विकसित केली जाई परंतु त्या जमीनीची कोणत्याही रीतीने विल्हेवाट लावता कामा नये.

५. अनुज्ञाग्राही व्यक्तीस असा भूखंड विकण्याचा 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.

६. या सोबत जोडलेल्या स्थळ आराखड्यात आणि किंवा इमारतीच्या नकाशात निदर्शित केलेल्याप्रमाणे इतरथा जोते क्षेत्रावर बांधकाम करण्याविषयी ही परवानगी देण्यात आलेली आहे. परंतु भूखंडातील नकाशात दर्शविल्याप्रमाणेच उर्वरित क्षेत्र विना बांधकाम मोकळे सोडले पाहिजे.

६.३) प्रस्तावित बांधकाम हे नकाशात दर्शविलेल्या मजालांपेक्षा जास्त मजल्याचे असू नये.

७. प्रस्तावित इमारत किंवा कोणतेही काम (असल्यास) त्याच्या बांधकामास सुरुवात करण्यापुर्वी अनुज्ञाग्राही व्यक्तीने (वैदीने) कल्याण-डोंपिबली महानगरपालिका यांची असे बांधकाम करण्याविषयीची आवश्यक ती परवानगी मिळविणे हे अशा व्यक्तीवर बांधकाम असेल.

८. अनुज्ञाग्राही व्यक्तीने सोबत जोडलेल्या नकाशात दर्शविल्याप्रमाणे सीमांतिक मोकळे अंतर (ऑपन मार्जिनल डिस्टेंस) सोडले पाहिजे.

९. या आदेशाच्या दिनांकापासून एक वर्षाच्या कालावधीत अनुज्ञाग्राही व्यक्तीने अशा जमीनीचा विंगर शैली प्रयोजनासाठी वापर करण्यास सुरुवात केली पाहिजे. मात्र वेळोवेळी असा कालावधी वाढविण्यात आला असेल तर ती गोष्ट अलाहिदा अनुज्ञाग्राही व्यक्तीने उपरोक्त प्रमाणे न केलेल्या ही परवानगी रद्द करण्यात आली असल्याचे समजण्यात येईल.

१०. अनुज्ञाग्राही व्यक्तीने अशा जमीनीचे विंगर शैली प्रयोजनार्थ वापर करण्यास ज्या दिनांकापासून सुरुवात केली असेल किंवा ज्या दिनांकास त्याने अशा जमीनीच्या वापरात बदल केला असेल तर तो दिनांक त्याने एक महिन्याच्या आत तलाठ्यामार्फत कल्याण तहसिलदारांस कळविले पाहिजे. जर तो असे करण्यास चुकल तर महाराष्ट्र जमीन मंडसुल (जमीनीच्या वापरातील बदल व विंगरशैली आकारणी) नियम १९६९ मधील नियम ६ अन्वये त्याच्यावर कार्यवाही करण्यास असा अनुज्ञाग्राही पात्र ठरेल.

११. सदर आदेशाच्या दिनांकापासून सद्दर अनुज्ञाग्राहीने त्या जमीनीच्या संबंधात दर चौ.मी. माने रुपये २००० इतके विंगर शैली आकारणी दिली पाहिजे किंवा परधानगीच्या तारखेच्या पुढील प्रमाणे अथवा त्यानंतर अंमलात येणारे विनशेती दराने विनशेती आकार देणे वगैरे निराकरणा दराने विंगर शैली आकारणीच्या हमीची मुदत अजून समाप्त व्हायची आहे ही गोष्ट विचारता येण्यात येऊ शकते.



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 १२. सदर जागेची अती तातडीची मोजणी प्रौ रक्कम रु. १,२०,०००/- (अक्षरी रु. एक लाख
 वीस हजार मात्र) घेतून क्र. १२८/२०१२, दि. २४/२/२०१२, भारतीय स्टेट बँक, शाखा ठाणे
 यांचेकडील चलन क्र. ४००, दिनांक २४/२/२०१२ अन्वये शासना जमा केली आहे.

१३. भूमापन विभागाकडून जमीनीची मोजणी करण्यात आल्या नंतर अशा जमीनीचे जितके
 क्षेत्रफळ आढळून येईल तितक्या क्षेत्रफळानुसार या आदेशात आणि सनदीमध्ये नमूद केलोले क्षेत्र
 तसेच बिगरशेतकी आकारणी यात वाढ करण्यात येईल

१४. सदर जमीनीच्या बिगरशेतकी वापरास प्रारंभ केल्याच्या विनाकापासून दोन वर्षांच्या
 कालावधीत अनुजाघीने अशा जमीनीवर आगशयक ती इमारत बांधली पाहिजे, अन्यथा आदेश
 आदेश रद्द समजण्यात येईल व अनुजाघी यांना अफेसिव्ह परवानगीसाठी नव्याने अर्ज सादर
 करावा लागेल.

१५. पुर्वीच मंजूर केलोल्या नकाशावरहुकूम आगशयक बांधलेल्या इमारतीत अनुजाघीने
 कोणतीही भर घालता कामा नये किंवा ती मध्ये कोणताही फेरबदल करता कामा नये, मात्र अशी
 भर घालण्यासाठी किंवा फेरबदल करण्यासाठी जिल्हाधिकाऱ्यांची परवानगी घेतली असेल आणि
 अशा भरीचे किंवा फेरबदलाचे नकाशे मंजूर करून घेतले असतील तर ती गोष्ट वेगळी.

१६. अनुजाघी व्यक्तीने आजुबाजुच्या परिसरात अस्तित्वात व पाणनिर्माण होणार नाही अशा
 रीतीने आपल्या स्वताच्या स्वयाने आपली पाणी पुरवठ्याची व सांडपाण्याचा विचारा करण्याची
 व्यवस्था केली पाहिजे.

१७. जमीनीच्या बिगरशेतकी वापरास प्रारंभ केल्याच्या विनाकापासून एक महिन्याच्या
 कालावधीत अनुजाघी व्यक्तीने महाराष्ट्र जमीन महसूल (जमीनीच्या वापरात बदल व बिगरशेतकी
 आकारणी) निमत १९६९ यातील अनुसूची प्राच मध्ये दिलेल्या नमुन्यात एक सनद करून देऊन तीत
 या आदेशातील सर्व शर्ती समाविष्ट करणे त्यास बांधकारक असेल.

१८-अ. या आदेशात आणि सनदीमध्ये नमूद केलोल्या शर्तीची कोणत्याही शर्तीचे अनुजाघी
 व्यक्तीने उल्लंघन केल्यास उक्त अधिनियमाच्या उपबंधाच्या असा अनुजाघी ज्या कोणत्याही
 शास्तीस पात्र ठरेल त्या शास्तीस बाधा न येऊ देता वाण्याच्या जिल्हाधिकाऱ्यास तो निर्दिष्ट करेल
 असा दंड आणि आकारणी भरल्यानंतर उक्त जमीन किंवा भूखंड अर्जदाराच्या ताब्यात राहू
 देण्याचा अधिकार असेल.

१८-ब. घरील सांड (अ) मध्ये काहीही अंतर्भूत असले तरीही या परवानगीच्या तरतुदीविरुद्ध जाऊन
 कोणताही इमारत किंवा बांधकाम उभे करण्यात आले असेल किंवा तरतुदीविरुद्ध या इमारतीच्या
 किंवा बांधकामाचा पात्र करण्यात आला असेल तर निर्दिष्ट मुदतीच्या आत अशा रीतीने
 उभारलेली इमारत काढून टाकण्याविषयी किंवा ती फेरबदल करण्याविषयी वाण्याच्या
 जिल्हाधिकाऱ्याने निर्देश देणे शक्य असेल तसेच वाण्याच्या जिल्हाधिकाऱ्याला अशी इमारत
 किंवा बांधकाम काढून टाकण्याचे किंवा ती फेरबदल करण्याचे काम करवून घेण्याचा किंवा त्या
 प्रीत्यर्थ आलेला खर्च अनुजाघी व्यक्तीकडून जमीन महसूलची धकबाफी म्हणून घेवून घेतून
 घेण्याचा अधिकार असेल.

१९. दिलेली ही परवानगी मुंबई फुळवट्टियाट व शेतजमीन अधिनियम १९५८ महाराष्ट्र
 ग्रामपंचायत अधिनियम आणि नगरपालिका अधिनियम ६, सारख्या त्या वेळी अमलात असलेल्या
 इतर कोणत्याही कायद्याचे कोणतेही उपबंध प्रकरणाच्या अन्य संबंधीत बाबींच्या वापरीत
 होतील त्या उपबंधाच्या अधिन असेल.

२०. अनुजाघी यांनी बिगरशेतकी आकारणीच्या पाचपट रक्कम रु. ३५,३८०/- (अक्षरी रु.
 सतरा हजार दोनशे ऐशी मात्र) रूपांतरीत फर (क्रन्डेशन टॅक्स) इफडील घेतून क्र. २४/२/२०१२
 दिनांक २४/२/२०१२ व भारतीय स्टेट बँक, शाखा ठाणे यांचेकडील चलन क्र. २४/२/२०१२ अन्वये सरकारजमा केली आहे.



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२०-अ. महाराष्ट्र चॅम्बर्स ऑफ हौसिंग विरुद्ध महाराष्ट्र शासन या मा. उच्च न्यायालयातील रिट याचिका क्र. ६७०२/२०११ मधील मा. न्यायालयाचे अंतरिम स्थगितीबाबत शासनाचे महसुल य वन विभागाचे क्र. गौ.खनि.-१०/२०११/प्र.क्र. ६१८/ख दि. १७/११/२०११ मधील सुचनांनुसार मा. न्यायालयाचे अंतिम आदेशास अधिन राहून सदर परवानगी घेणे आली असून, मा. उच्च न्यायालय/ शासन याबाबतीत जे निर्णय/आदेश देतील ते अर्जदार यांचेवर बंधनकारक राहतील.

२१. अनुज्ञाग्राही यांनी कल्याण-डोंबिवली महानगरपालिका यांचेकडील मंजूर नकाशावर हकुमच बांधकाम केले पाहिजे. तसेच कल्याण डोंबिवली महानगरपालिका यांचेकडील अंतरिम स्वरूपाचे मंजूरीपत्र (I.O.D.) क्र. कडोमपा/ नरवि/वाप/कवि-६६ दिनांक ८/११/२०११ मधील अटी व शर्ती अनुज्ञाग्राही यांचेवर बंधनकारक राहिले.

२२. अनुज्ञाग्राही यांनी कल्याण-डोंबिवली महानगरपालिका यांचेकडील बांधकाम नकाशा व्यतिरिक्त जादा बांधकाम केल्यास अंगर बांधकामामध्ये बदल करून जादा चटईक्षेत्र निर्देशांक वापरल्यास अनुज्ञाग्राही हे महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ चे कलम ५२ अन्वये फौजदारी स्वरूपाचा गुन्हा दाखल करण्यास पात्र राहतील व असे जादा बांधकाम दूर करण्यास पात्र राहिले.

२३. कल्याण-डोंबिवली महानगरपालिकेने उपोपातील अ.क्र. ३ च्या आदेशान्वये अंतरिम मंजूरी दिलेली असून तदनंतर अंतिम मंजूरी प्रमाणपत्र मिळणार आहे. तथापि, अंतरिम मंजूरी प्रमाणपत्र व नंतर प्राप्त होणा-या अंतिम प्रमाणपत्रामध्ये कोणत्याही स्वरूपात बदल झाल्यास त्यानुसार सुचारीत अकृषिक परवानगी घेणे अर्जदारांवर बंधनकारक राहिले.

प्रस्तुतच्या जमीनीच्या मालकी हक्कासंदर्भात भविष्यात कोणत्याही प्रकारचा वाद उदभवल्यास त्याची सर्वस्वी जबाबदारी अनुज्ञाग्राही यांची राहिले.

२४. अर्जदार यांनी सादर केलेली कागदपत्रे खोटी अथवा वनावट असलेचे आढळून आल्यास सादरची विनशेती परवानगी आपोआप रद्द झालेचे समजणेत येईल.

सही/-

(ए. एल. ज. हाड.)

जिल्हाधिकारी ठाणे

प्रति,

श्रीम. जनाबाई विठ्ठल तरे प्र इतर

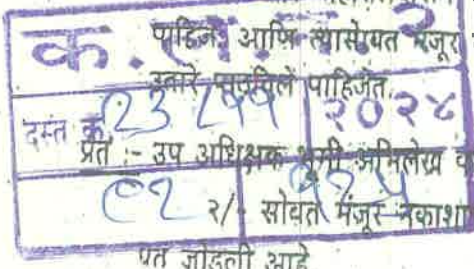
रा. टिटवाळा, ता. कल्याण जि. ठाणे

प्रत :- वरिष्ठ अधिकारी कल्याण यांचेकडे माहितीसाठी व आवश्यक त्या कार्रवाहीसाठी.

अनुज्ञाग्राही व्यक्तीने सादर जमीनीच्या आंत विंगरशेतकी प्रयोजनार्थ वापर करण्यास सुरुवात केली आहे किंवा कसे या बाबतच्या त्याच्या अहवालावर त्याने लक्ष ठेवले पाहिजे. असा अहवाल मिळाल्यानंतर अनुज्ञाग्राही व्यक्तीकडून त्याने विंगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून विंगर शेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून विंगरशेतकी आकडेवारीची रक्कम वसूल करण्या करिता नोंद घेण्याची पुरतीका मधील तक्रार नमूना क्र. २ व ग्राम नमुना नं. २ यामध्ये आवश्यक ती नोंद घेण्याची तजवीज केली पाहिजे. जमीन ताब्यात असलेल्या व्यक्तीस जमीनीची मोजणी फी दिली असल्यामुळे त्या बाबतीत सादर वरिष्ठ अधिकाराने उप अधिक्षक भूमी अभिलेख कल्याण यांस तसे कळविले पाहिजे आणि त्यासोबत मंजूर नकाशे व संबंधित जमीनीच्या बाबतीत अधिकार अभिलेखाचे उकते सादर केली पाहिजेत.

प्रत :- उप अधिक्षक भूमी अभिलेख कल्याण यांना माहितीसाठी प्रत आनापू पाठविण्यांत येत आहे.

२/ सोबत मंजूर नकाशा प्रत तसेच चलन क्र. १२८/२०१२, दि. २४/२/२०१२ ची प्रत जोडली आहे.



SR.no. 181/2011/7/10/11 प्रमाणित/प-1/द. क्र. 6/पनएपी/दिटवाळा-कल्याण/एसआर-161/2011

प्रत :- शासनाच्या कार्यालयीन महानगरपालिका वीथीकडे माहितीसाठी रवाना.

प्रत :- उपजिल्हाधिकारी व सहाय्य प्राधिकारी उल्हासनगर नागरी संकुलून ठाणे

- तलाठी सजा दिटवाळा

- कार्यालयीन संपिका.



जिल्हाधिकारी ठाणे करिता



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दस्ता क्र २३८९९	२०२४
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Maharashtra Real Estate Regulatory Authority

**REGISTRATION CERTIFICATE OF PROJECT
FORM 'C'**

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number : **P51700030699**

Project: **VEDANT MILLENIA HAPPINESS PHASE II WING**, Plot Bearing / CTS / Survey / Final Plot No.: **S NO 221 3 1 P S NO 221 3 2 P S NO 221 4 P S NO 221 6 A P** at **Titwala, Kalyan, Thane, 421605**;

1. Mr./Ms. **Mohan Hardasmal Tharwani** son/daughter of Mr./Ms. **HARDASMAL HAZARIMAL THARWANI** **Mhsil: Ulhasnagar, District: Thane, Pin: 421003**, situated in State of Maharashtra.
2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
 - The Registration shall be valid for a period commencing from **08/09/2021** and ending with **31/08/2025** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

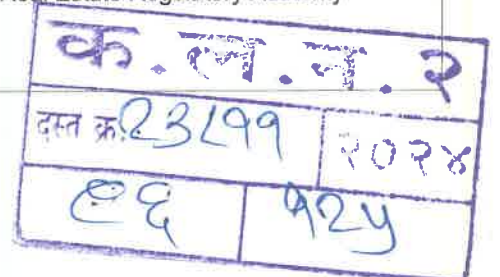
Signature valid
Digitally Signed by
Dr. Vasant Premchand Prabh
(Secretary, MahaRERA)
Date:08-09-2021 08:01:14



Dated: **03/09/2021**

Place: **Mumbai**

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority



"Annexure D"



Satish N. Notani

B.Com., LL.B.

ADVOCATE HIGH COURT

9850853223
8551049787

Office Address: Shop No.11, Menka Park, Near Prabhat Garden, Ulhasnagar - 421 005,
Dist. Thane. State Maharashtra. E-mail: satishnotani21@gmail.com

FORMAT-A

To,

MahaRERA
Bandra

LEGAL TITLE REPORT

SUB: Title Clearance Certificate with respect to property bearing Survey No.221, Hissa No.3/1, Area 0 H-70 R-60 P + Pot Kharba 0 H-28 R-40 P, Survey No.221, Hissa No.3/2, Area 0 H-71 R-40 P + Plot Kharba 0 H-28 R-60 P, Survey No.221, Hissa No.4, Area 1 H-13 R-00 P, Survey No.221, Hissa No. 6/A, Area 2 H-10 R-50 P, situated at Mouje, Titwala, Taluka Kalyan, District Thane, within the local limits of Kalyan Dombivli Municipal Corporation, Kalyan, Dist. Thane hereinafter referred to as "**Said Property**".

I have investigated the title of the said property as per documents made available to me by, and on the request of, M/s. Tharwani Infrastructure through its Proprietor Shri Mohan H. Tharwani, having office Near Meera NX Hospital, Kalyan- Ambernath Road, Ulhasnagar-421 003, and copies of following documents are made available to me of the said property i.e.

- 1) Last 7/12 extract of Mutation Entry bearing No.2644.
- 2) Conveyance Deed dated 09/01/2017 duly registered at Sr No.188/2017
- 3) Conveyance Deed is duly registered at Sr.No.5419/2017 dated 03/06/2017



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- 4) Commencement Certificate KDMC/TPD/BP/KD /2017-18/10/2017 dated 29/07/2021 issued by Kalyan Dombivli Municipal Corporation (KDMC)
- 5) Search Report issued by Shri G.H.Jagtap, and he did not find any adverse entry as per the available record of the said property
- 6) Search Report dated 10/03/2022 issued by Shri G.H. Jagtap
- 7) Search Reports dated 13/07/2022 issued by Shri Satish Anand Farad.
- 8) Revised Permission bearing No.KDMC/TPD/BP/KD/2017-18/10/305 dated 10/11/2022 issued by Kalyan Dombivli Municipal Corporation.
- 9) Revised Permission bearing No.KDMCC/RB/2024/APL/00030 dated 08/02/2024 issued by Kalyan Dombivli Municipal Corporation.
- 10) Search Report dated 10/10/2023 issued by Shri G.H. Jagtap

2/- on perusal of those documents and all other relevant documents relating to right of the said property, I am of the opinion that M/s Tharwani Infrastructure through its Proprietor Shri Mohan H Tharwani is owner of the said property and is having marketable right and title on the said property.

Owners of the Land: Mr. Mohan H. Tharwani, Proprietor of M/s. Tharwani Infrastructure

3/- The report reflecting the flow of the ownership M/s. Tharwani Infrastructure through its Proprietor Shri Mohan H Tharwani is enclosed herewith as Annexure.



(Signature)

(NOTANI SATISH)
Advocate

Adv. NOTANI SATISH
B.Com., LL.B.
ADVOCATE HIGH COURT
Off. Shop No. 11, Senka Park, Near Prabhu Garcon,
Kalyan - 421105. Mob: 9850853223 / E: 1045787
Email: jvsatishnotani@gmail.com

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9850853223
8551049787

Satish N. Notani

B.Com., LL.B.

ADVOCATE HIGH COURT

Office Address: Shop No.11, Menka Park, Near Prabhat Garden, Ulhasnagar - 421 005,
Dist. Thane. State Maharashtra. E-mail: satishnotani21@gmail.com

FORMAT-A

FLOW OF THE TITLE OF THE SAID PROPERTY

- 1) Last 7/12 extract of Mutation Entry bearing No.2644.
- 2) Conveyance Deed dated 09/01/2017, duly registered at Sr No.188/2017
- 3) Conveyance Deed is duly registered at Sr.No.5419/2017 dated 03/06/2017
- 4) Commencement Certificate KDMC/TPD/BP/KD /2017-18/10/2017 dated 29/07/2021 issued by Kalyan Dombivli Municipal Corporation (KDMC)
- 5) Search Report issued by Shri G.H.Jagtap, and he did not find any adverse entry as per the available record of the said property
- 6) Search Report dated 10/03/2022 issued by Shri G.H. Jagtap
- 7) Search Reports dated 13/07/2022 issued by Shri Satish Anand Farad.
- 8) Revised Permission bearing No.KDMC/TPD/BP/KD/2017-18/10/305 dated 10/11/2022 issued by Kalyan Dombivli Municipal Corporation.
- 9) Revised Permission bearing No.KDMCC/RB/2024/APL/00030 dated 08/02/2024 issued by Kalyan Dombivli Municipal Corporation.
- 10) Search Report dated 10/10/2023 issued by Shri G.H. Jagtap
- 11) Any Other Relevant Title: Nil
- 12) Litigations, if any: At Present Nil

Date: 09/02/2024



(NOTANI SATISH)

Advocate SH

B.Com., LL.B.

ADVOCATE HIGH COURT

Off. Shop No. 11, Menka Park, Near Prabhat Garden,

Ulhasnagar - 421005, Mob: 9850853223 / 8551049787

E-mail: satishnotani@gmail.com

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"Annexure E"

GANESH HARI JAGTAP
B.Com,
SEARCHER,

**112, MADHAV BAUG APARTMENT,
ZUNJARRAO MARKET,
KALYAN, DIST. THANE**
Date:- 10/10/2023

PAN No. ABBPJ0804B,

BILL FOR TAKING SEARCHES

To,
M/s. Tharwani Infrastructure.

Please find enclosed herewith detailed report of SEARCHES taken in respect of the property bearing :-

<u>S.No/HLNo.</u>	<u>VILLAGE</u>	<u>TALUKA</u>	<u>DISTRICT</u>
221/3/1,	TITWALA	KALYAN	THANE
221/3/2,	TITWALA	KALYAN	THANE
221/4,	TITWALA	KALYAN	THANE
221/6/A,	TITWALA	KALYAN	THANE

Total Search Report 04,
Search Period 02 Years,

Total Bill of Rs. 6,000/- (Rupees Six Thousand only) onwards Govt. Fee and my Professional Fee in the abovesaid matter.

Enclosed herewith :-

- 1) Govt. Receipts,
- 2) Search Reports,


G. H. JAGTAP
SEARCHER (B.Com.)
174, Datta Kripa Niwas, Chawl Soci. Opp. Kala -
Talav, Near Sonali Bldg., ThaneKarpada,
Kalyan (W) - 421301. Mob. 9820429462

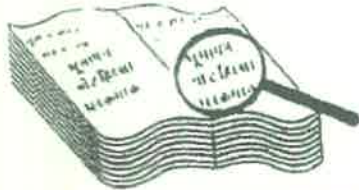


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MH009218716202324E	Government of Maharashtra	Regn. 39 M
Department of Registration and Stamps		
09 Oct 2023	Receipt	Receipt no.: 1113117445
	Name of the Applicant :	Ganesh Hari Jagtap
	Details of property of which document has to be searched :	Dist :Thane Village :Titavala S.No/CTS No/G.No. : 221
	Period of search :	From :2022 To :2023
	Received Fee :	300
The above mentioned Search fee has been credited to government vide GRN no :MH009218716202324E		
As this is a computer generated receipt, no stamp or signature is required.		
For Physical search in office, Please bring this receipt along with mentioned Gras Challan.		
Payment of search fee through GRAS challan can be verified on 'gras.mahakosh.gov.in/challan/views/frmSearchChallanWithOutReg.php'.		



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GANESH HARI JAGTAP
G.H. JAGTAP
B.Com.

SEARCHER

Office : 112, 1st Floor, 'A' Wing, Madhav Baug Apt., Zunjarrao Market, Opp. Anand Sports,
Station Road, Kalyan (W) 421 301.

Resi : Datta Kripa Niwas Hsg. Soc., Chawl No. 1/4, Behind Om Sonali Building,
Opp. Kala Talav, Thankar Pada, Kalyan (W) 421 301.

Date :- 10/10/2023

SEARCH REPORT

Re:- Property bearing S.No. **221**, H.No. **3/1**, Area 0 H - 70 R - 60 P + Pot
Kharaba 0 H - 28 R - 40 P, Owner - M/s. Tharwani Infrastructure &
Kalyan Dombivali Municipal Corporation, situated at Mouje **TITWALA**,
Taluka **KALYAN**, District **THANE**.

I have taken the Search In respect of the above mentioned property and I have gone
through the available Index-II Registers kept in the Office of Sub-Registrar KALYAN
No. 1 To 5 for the period of 02 years i.e. 2022 & 2023.

I could not take the search for the year 2022 & 2023 the Index-II register are still not ready
in the office of Sub-Registrar Kalyan 1 To 5,

I have taken the online Index II register eSearch in respect of the above mentioned
property available on www.igrmaharashtra.gov.in.

SEARCH REPORT IS AS UNDER :-

YEAR	TRANSACTION	YEAR	TRANSACTION
2022	Transaction	2023	NIL,UPTO 29/09/2023

The Transaction of the above mentioned property of which the details is as under :-

TRANSACTION FOR THE YEAR 2022 :-

(Entry found in SRO KLN - 2 online Index II register search)

Mortgage Deed Rs. 6,00,00,000/-;

S.No. **221**, H.No. **3/1**, 6 Pt,

Land on Building project known as Vedant Millennia Happiness Phase - 2, "A" wing details,

Flat No. 101, Area 476 Sq.Fts,

Flat No. 102, Area 625 Sq.Fts,

Flat No. 202, Area 624 Sq.Fts,

Flat No. 302, Area 625 Sq.Fts,

Flat No. 402, Area 624 Sq.Fts,

Flat No. 403, Area 624 Sq.Fts,

Flat No. 803, Area 624 Sq.Fts,

Flat No. 1002, Area 624 Sq.Fts,

Flat No. 1101, Area 476 Sq.Fts,

Flat No. 1202, Area 624 Sq.Fts,

Flat No. 1402, Area 624 Sq.Fts,

Flat No. 1403, Area 624 Sq.Fts,

Flat No. 1602, Area 624 Sq.Fts,

Flat No. 1603, Area 624 Sq.Fts,

Flat No. 1703, Area 625 Sq.Fts,

Flat No. 1803, Area 624 Sq.Fts,

Flat No. 2002, Area 624 Sq.Fts,

Flat No. 2101, Area 476 Sq.Fts,

Flat No. 2102, Area 625 Sq.Fts,

Flat No. 2103, Area 625 Sq.Fts,

Flat No. 2104, Area 476 Sq.Fts,

Mortgagor :- M/s. Tharwani Infrastructures Through its Proprietor - Mohan H.Tharwani
Through its Power of Attorney Holder - Chaltanya Vijay Deshmukh,

Mortgagee :- Fullerton India Home Finance Company Ltd. Through its authorized
signatory - Dattprasad Suresh Kamble,

Date of Execution & Registration 15/09/2022; Reg.No. 21185;

Stamp Duty Rs. 1,80,000/- Registration Fee Rs. 15,000/-

NOTE :- S.No. **221/3/1 Pt**, 221/3/2 Pt, 221/4 Pt & 221/6 Pt, Constructed Building project
known as Vedant Millennia Happiness Phase - 2 by M/s. Tharwani Infrastructure
various Agreement for Sale of Flats, document executed and registered.

Attached Govt. Fees paid vide eReceipt No. 1113117445,

Search Application GRN No. MH009218716202324E, dated 09/10/2023.

HENCE THIS SEARCH REPORT;

PLACE :- KALYAN;

DATE :- 10/10/2023

G. H. JAGTAP
SEARCHER (B.Com.)

1/4, Datta Kripa Niwas, Chawl Soci. Opp. Kala -
Talav, Near Sonali Bldg., Thankarpada,
Kalyan (W) - 421301. Mob. 9820429462-



क. ल. न. २	
दस्ता क्र 23199	2023
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G.H. JAGTAP

B.Com.

**SEARCHER**

Office : 112, 1st Floor, 'A' Wing, Madhav Baug Apt., Zunjarrao Market, Opp. Anand Sports,
Station Road, Kalyan (W) 421 301.

Resi : Datta Kripa Niwas Hsg. Soc., Chawl No. 1/4, Behind Om Sonali Building,
Opp. Kala Talav, Thankar Pada, Kalyan (W) 421 301.

Date :- 10/10/2023

SEARCH REPORT

Re:- Property bearing S.No. **221**, H.No. **3/2**, Area 0 H - 71 R - 40 P + Pot
Kharaba 0 H - 28 R - 60 P, Owner - M/s. Tharwani Infrastructure &
Kalyan Dombivali Municipal Corporation, situated at Mouje **TITWALA**,
Taluka **KALYAN**, District **THANE**.

I have taken the Search in respect of the above mentioned property and I have
gone through the available Index-II Registers kept in the Office of Sub-Registrar
KALYAN No. 1 To 5 for the period of 02 years i.e. 2022 & 2023.

I could not take the search for the year 2022 & 2023 the Index-II register are still
not ready in the office of Sub-Registrar Kalyan 1 To 5,

I have taken the online Index II register eSearch in respect of the above
mentioned property available on www.igrmaharashtra.gov.in.

I did not find any land conveyance transaction whatsoever nature in respect of
the above mentioned property.

SEARCH REPORT IS AS UNDER :-

YEAR	TRANSACTION	YEAR	TRANSACTION
2022	NIL	2023	NIL,UPTO 29/09/2023

NOTE :- S.No. 221/3/1 Pt, **221/3/2 Pt**, 221/4 Pt & 221/6 Pt, Constructed
Building project known as Vedant Millennia Happiness Phase - 2 by
M/s. Tharwani Infrastructure, various Agreement for Sale of Flats,
document executed and registered.

Attached Govt. Fees paid vide eReceipt No. 1113117445,

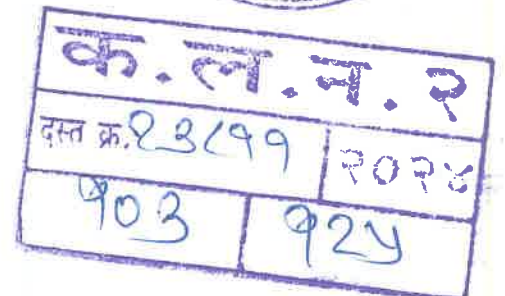
Search Application GRN No. MH009218716202324E, dated 09/10/2023,

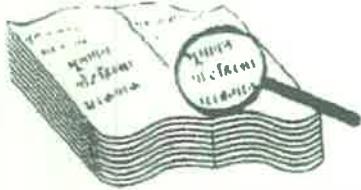
HENCE THIS SEARCH REPORT;

PLACE :- KALYAN;

DATE :- 10/10/2023

G. H. JAGTAP
SEARCHER (B.Com.)
1/4, Datta Kripa Niwas, Chawl Soci. Opp. Kala Talav,
Near Sonali Bldg., Thankarpada,
Kalyan (W) - 421301. Mob. 9820429462





GANESH HARI JAGTAP

G.H. JAGTAP

B.Com.

SEARCHER

Office : 112, 1st Floor, 'A' Wing, Madhav Baug Apt., Zunjarrao Market, Opp. Anand Sports,
Station Road, Kalyan (W) 421 301.

Resi : Datta Kripa Niwas Hsg. Soc., Chawl No. 1/4, Behind Om Sonali Building,
Opp. Kala Talav, Thankar Pada, Kalyan (W) 421 301.

Date :- 10/10/2023

SEARCH REPORT

Re:- Property bearing S.No. 221, H.No. 4, Area 1 H - 13 R - 00 P, Owner
- M/s. Tharwani Infrastructure & Kalyan Dombivali Municipal
Corporation, situated at Mouje **TITWALA**, Taluka **KALYAN**, District
THANE.

I have taken the Search in respect of the above mentioned property and I have
gone through the available Index-II Registers kept in the Office of Sub-Registrar
KALYAN No. 1 To 5 for the period of 02 years i.e. 2022 & 2023.

I could not take the search for the year 2022 & 2023 the Index-II register are still
not ready in the office of Sub-Registrar Kalyan 1 To 5,

I have taken the online Index II register eSearch in respect of the above
mentioned property available on www.igrmaharashtra.gov.in.

I did not find any land conveyance transaction whatsoever nature in respect of
the above mentioned property.

SEARCH REPORT IS AS UNDER :-

YEAR	TRANSACTION	YEAR	TRANSACTION
2022	NIL	2023	NIL,UPTO 29/09/2023

NOTE :- S.No. 221/3/1 Pt, 221/3/2 Pt, **221/4 Pt** & 221/6 Pt, Constructed
Building project known as Vedant Millennia Happiness Phase - 2 by
M/s. Tharwani Infrastructure, various Agreement for Sale of Flats,
document executed and registered.

Attached Govt. Fees paid vide eReceipt No. 1113117445,

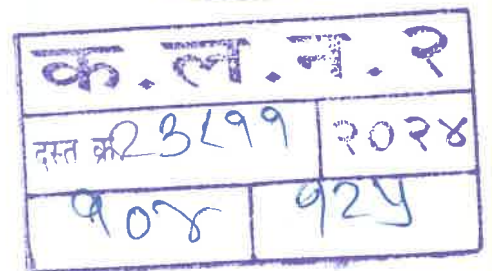
Search Application GRN No. MH009218716202324E, dated 09/10/2023,

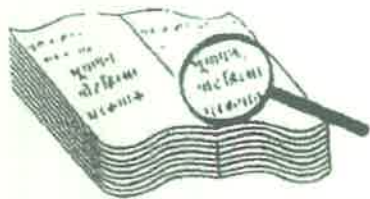
HENCE THIS SEARCH REPORT;

PLACE :- KALYAN;

DATE :- 10/10/2023

G. H. JAGTAP
SEARCHER (B.Com.)
1/4, Datta Kripa Niwas, Chawl Soci, Opp. Kala
Talav, Near Sonali Bldg., Thankarpada
Kalyan (W) - 421301. Mob. 9820429462





G.H. JAGTAP

B.Com.

SEARCHER

Office : 112, 1st Floor, 'A' Wing, Madhav Baug Apt., Zunjarrao Market, Opp. Anand Sports, Station Road, Kalyan (W) 421 301.

Resi : Datta Kripa Niwas Hsg. Soc., Chawl No. 1/4, Behind Om Sonali Building, Opp. Kala Talav, Thankar Pada, Kalyan (W) 421 301.

Date :- 10/10/2023

SEARCH REPORT

Re:- Property bearing S.No. **221**, H.No. **6/A**, Area 2 H - 10 R - 50 P, Owner - M/s. Tharwani Infrastructure & Kaiyan Dombivali Municipal Corporation, situated at Mouje **TITWALA**, Taluka **KALYAN**, District **THANE**.

I have taken the Search in respect of the above mentioned property and I have gone through the available Index-II Registers kept in the Office of Sub-Registrar KALYAN No. 1 To 5 for the period of 02 years i.e. 2022 & 2023.

I could not take the search for the year 2022 & 2023 the Index-II register are still not ready in the office of Sub-Registrar Kalyan 1 To 5,

I have taken the online Index II register eSearch in respect of the above mentioned property available on www.igrmaharashtra.gov.in.

SEARCH REPORT IS AS UNDER :-

YEAR	TRANSACTION	YEAR	TRANSACTION
2022	Transaction	2023	NIL,UPTO 29/09/2023

The Transaction of the above mentioned property of which the details is as under :-

TRANSACTION FOR THE YEAR 2022 :-

(Entry found in SRO KLN - 2 online Index II register search)

1) Mortgage Deed Rs. 6,00,00,000/-;

S.No. **221**, H.No. 3/1, **6 Pt**,

Land on Building project known as Vedant Millennia Happiness Phase - 2, "A" wing details,

Flat No. 101, Area 476 Sq.Fts,

Flat No. 102, Area 625 Sq.Fts,

Flat No. 202, Area 624 Sq.Fts,

Flat No. 302, Area 625 Sq.Fts,

Flat No. 402, Area 624 Sq.Fts,

Flat No. 403, Area 624 Sq.Fts,

Flat No. 803, Area 624 Sq.Fts,

Flat No. 1002, Area 624 Sq.Fts,

Flat No. 1101, Area 476 Sq.Fts,

Flat No. 1202, Area 624 Sq.Fts,

Flat No. 1402, Area 624 Sq.Fts,

Flat No. 1403, Area 624 Sq.Fts,

Flat No. 1602, Area 624 Sq.Fts,

Flat No. 1603, Area 624 Sq.Fts,

Flat No. 1703, Area 625 Sq.Fts,

Flat No. 1803, Area 624 Sq.Fts,

Flat No. 2002, Area 624 Sq.Fts,

Flat No. 2101, Area 476 Sq.Fts,

Flat No. 2102, Area 625 Sq.Fts,

Flat No. 2103, Area 625 Sq.Fts,

Flat No. 2104, Area 476 Sq.Fts,

Mortgagor :- M/s. Tharwani Infrastructures Through its Proprietor - Mohan H.Tharwani Through its Power of Attorney Holder - Chaitanya Vijay Deshmukh,

Mortgagee :- Fullerton India Home Finance Company Ltd. Through its authorized signatory - Dattprasad Suresh Kamble,

Date of Execution & Registration 15/09/2022; Reg.No. 21185;

Stamp Duty Rs. 1,80,000/- Registration Fee Rs. 15,000/-

(Entry found in SRO KLN - 2 online Index II register search)

2) Lease Deed;

S.No. **221/6**, Area 43.97 Sq.Meters,

Lessor :- M/s. Tharwani Infra. Through its Proprietor - Mohan Hardas Tharwani,

Lessee :- Maharashtra State Electricity Distribution Company Ltd. Through its Executive

Engineer - Ganesh Pawar Through its Power of Attorney Holder Chaitanya Vijay

Deshmukh,

Date of Execution & Registration 21/12/2022; Reg.No. 28722,

Stamp Duty Rs. 24,850/- Registration Fee Rs. 4,970/-

NOTE :- S.No. 221/3/1 Pt, 221/3/2 Pt, 221/4 Pt & **221/6 Pt**, Constructed Building project known as Vedant Millennia Happiness Phase - 2 by M/s. Tharwani Infrastructure, various Agreement for Sale of Flats, document executed and registered.

Attached Govt. Fees paid vide eReceipt No. 1113117445,

Search Application GRN No. MH009218716202324E, dated 09/10/2023,

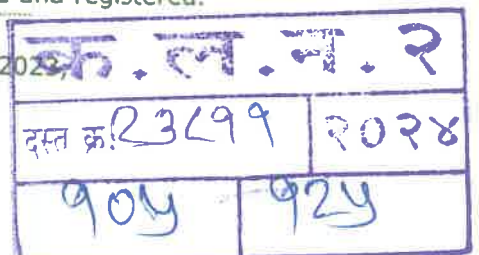
HENCE THIS SEARCH REPORT;

PLACE :- KALYAN;

DATE :- 10/10/2023

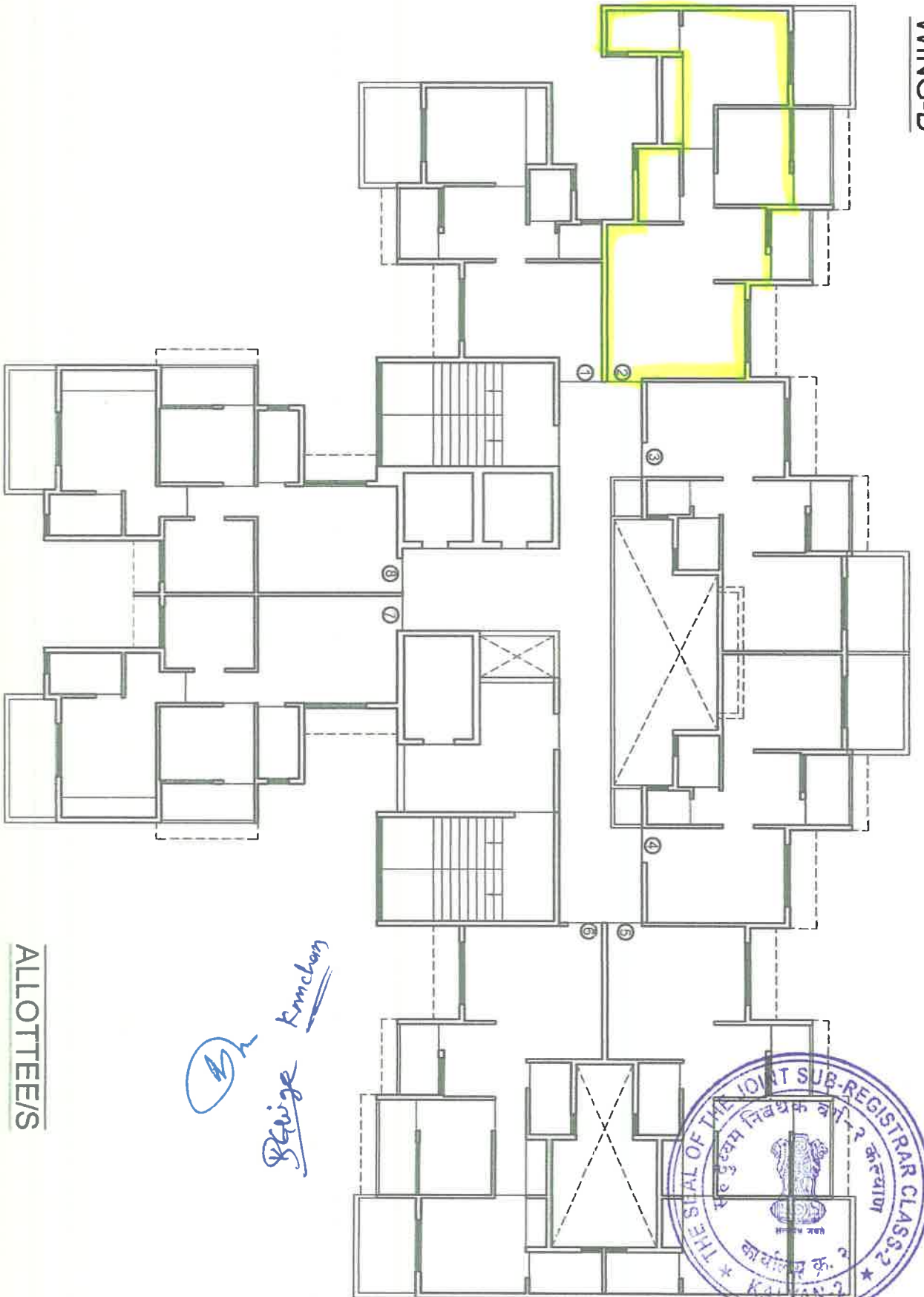
G. H. JAGTAP
SEARCHER (B.Com.)

1/4, Datta Kripa Niwas, Chawl Soci. Opp. Kala Talav, Near Sonali Bldg., Thankarpada, Kalyan (W) - 421301. Mob. 9820429462



ANNEXURE-F

WING-B

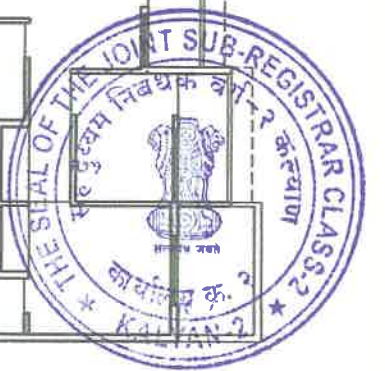


FLOOR PLAN

4,6,10,12,14,16,20,22 & 24TH FLRS

ALLOTTEE/S

Sh
 Dwige Kanchan

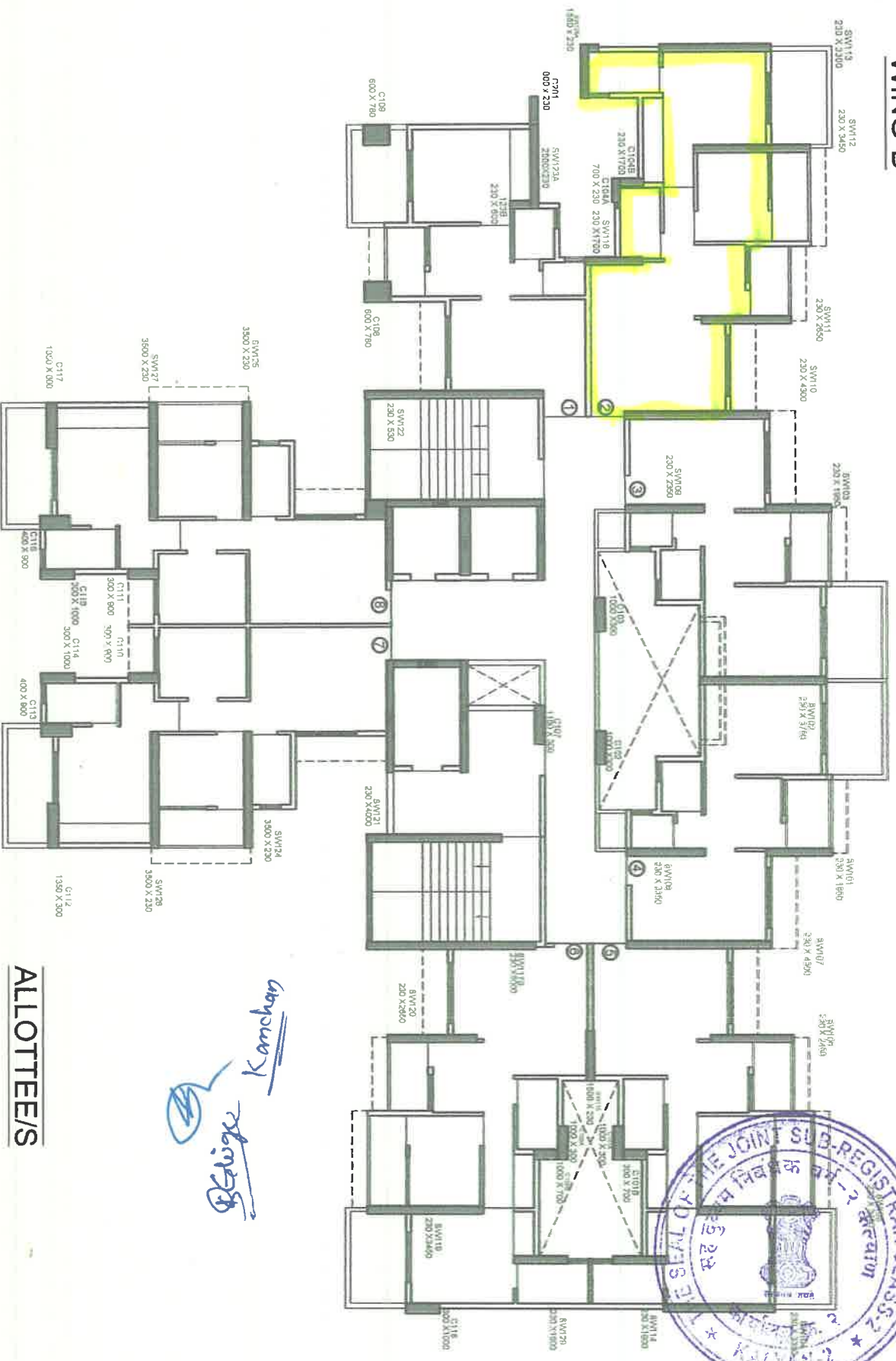


FLAT NO: 2202
 FLOOR: 22ND
 WING: B
 RERA AREA: 418.15 sqm

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906	924

ANNEXURE-F1

WING-B



COLUMN PLAN

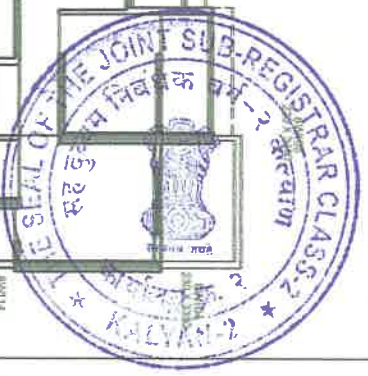
4,6,10,12,14,16,20,22 & 24TH FLRS

ALLOTTEE/S

FLAT NO: 22-02
FLOOR: 02nd

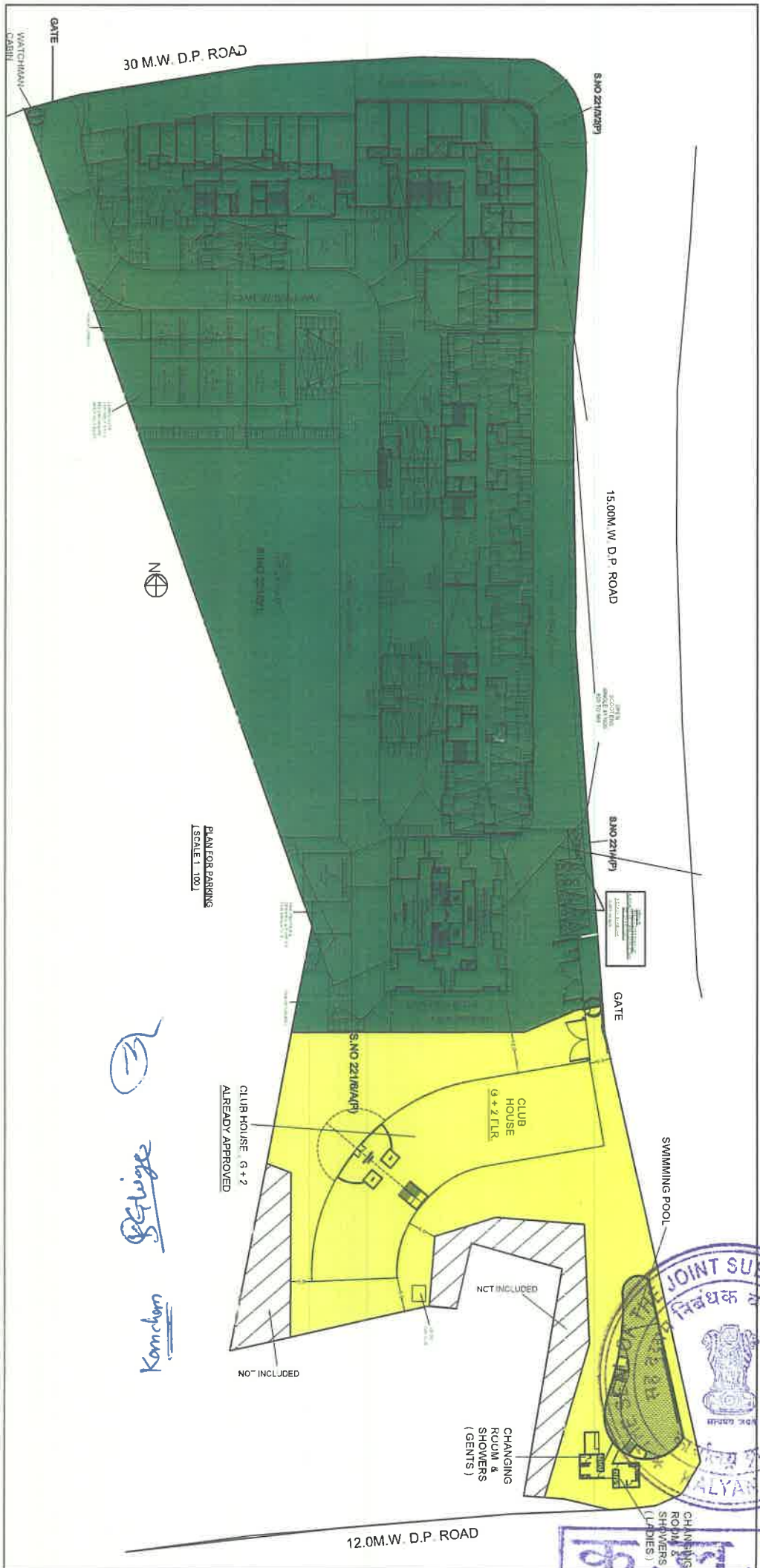
WING: D
RERA AREA: 44.15 sqm

Rajiv Kanchar



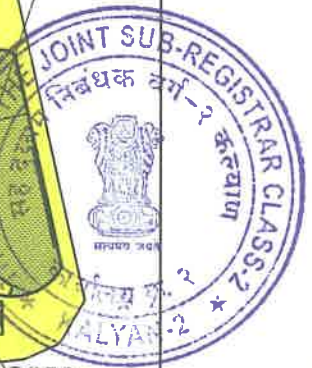
क. ल. न. २
दस्त क्र. 23199 २०२४
१०६ १२५

"Annexure G"



PLAN FOR PARKING
(SCALE 1:100)

Handwritten notes:
 (A circle with a line through it)
 S. S. S. S. S.
 Komchem



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दस्ता क्र. 23299	2028
90C	92Y

Annexure – H

1. Video door security systems of Godrej or Viewmax or Zicom or Hikvision Company in each apartment.
2. Vitrified tiles flooring of Dakshamurti or Asian or Johnson or Exxarocompany in entire apartment.
3. Granite kitchen platform having cost of approx. Rs. 75 to 80 per sq.ft with door level glazed tiles of Kajaria or Asian or fea or KMG ceramics company above platform with Stainless steel sink.
4. All bathrooms beautifully designed with door height premium quality tiles of KMG or Kajaria or Asian or Somany or Exxarocompany.
5. Hot & Cold water mixer of Jaguar company brand or Equivalent in bathrooms.
6. Branded quality modular switches of Anchor or Hi-fi or Elley's or Equivalent company.
7. Concealed plumbing of Fynolex or prince or Astral company and wiring of polycab or Anchor or Finolex company.
8. Gypsum finished walls painted with Plastic paints of Asian paint or Dulex-ICI or Nerolac or Equivalent company.
9. Geyser Will Be Provided In Each Bathroom

Note :- Subject to unavailability of material in following mentioned brands, the material of similar quality brands will be used.



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ANNEXURE J



Kalyan Dombivli Municipal Corporation
APPENDIX D-1
SANCTION OF BUILDING PERMISSION
AND COMMENCEMENT CERTIFICATE



Revised Building Permit No - 227641
Proposal Coce : KDMCC-22-ENTRY-91108

Permit No. : KDMCC/RB/2024/APL/00030
Date : 08/02/2024

Reference:- Building Permission No. : KDMC/TPD/BP/CD/2017-18/10/305
Approval date : 10/11/2021

Building Name : <u>B WING(Mixed)</u>	Floors :	GROUND FLOOR,FIRST FLOOR,SECOND FLOOR,TYPICAL FLOOR 3RD 5TH 7TH 9TH 11TH 15TH 17TH 19TH 21ST 25TH ,TYPICAL FLOOR 4TH 6TH 10TH 12TH 14TH 16TH 20TH 22TH AND 24TH FLOOR,8TH AND 18TH FLOOR,13TH AND 23TH FLOOR
Building Name : <u>C WING(Mixed)</u>	Floors :	GROUND FLOOR,FIRST FLOOR,SECOND FLOOR,THIRD AND FIFTH FLOOR,TYPICAL 4TH 6TH 10TH 12TH 14TH FLOOR,TYPICAL FLOOR 7TH 9TH 11TH 15TH,8TH FLOOR,13TH FLOOR
Building Name : <u>D WING(Mixed)</u>	Floors :	GROUND FLOOR,FIRST FLOOR
Building Name : <u>E WING(Mixed)</u>	Floors :	GROUND FLOOR,FIRST FLOOR,SECOND FLOOR,THIRD FLOOR
Building Name : <u>CLUB HOUSE(Mixed)</u>	Floors :	GROUND FLOOR,FIRST FLOOR,SECOND FLOOR

To,

- Tharvani Infrastructure Poa Mr Mohan Tharwani,
S.NO.221 , H. NO.3/1 , 221 , H. NO.3/2(P), 221,H. NO.4(P) ,S.NO.221 , H. NO.6/A(P) VIL. - TITWALA.VEDANT MILLENIA HAPPINESS PHASE 2, OPP. MAHAGANPATI MANDIR, TITWALA EAST
- Mr.satish V. Kanade (Architect)

Sir/Madam,

With reference to your application No **RKDMCC202300230**, dated **01-12-2023** for the grant of Revised Building Permission & Commencement Certificate under Section 18/44 of The Maharashtra Regional and Town Planning Act, 1966 read with **Maharashtra Municipal Corporations Act, 1949** , to carry out development work / Building on Plot No -, City Survey No./Survey No./Revenue S.No./Khasra No./Gut No. **S.NO.221 , H. NO.3/1 , 221 , H. NO.3/2(P), 221,H. NO.4(P) , H. NO.6/A(P)** , Final Plot No. -, Sector No. -, Mouje **TITWALA** situated at Road / Street **MAHA GANPATI MANDIR ROAD**, Society **VEDANT MILLENIA HAPPINESS WING B TO E AND CLUB HOUSE** . The Commencement Certificate / Building Permit is granted under Section 18/45 of the said Act, subject to the following conditions :

- The land vacated in consequence of the enforcement of the set back line shall form part of the public street.
- No new building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until Occupancy permission has been granted.
- The Development permission/Commencement Certificate shall remain valid for a period of one year commencing from the date of its issue.
- This permission does not entitle you to develop the land which does not vest in you.
- This permission is being issued as per the provisions of sanctioned Development Plan and Development Control Regulations. Any other statutory permission, as required from State and Central Govt. Departments, undertakings shall be taken by the applicant. If any irregularity is found at later date, the permission shall stand cancelled.
- Information Board to be displayed at site till Occupation Certificate.



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Kalyan Dombivli Municipal Corporation

APPENDIX D-1

SANCTION OF BUILDING PERMISSON AND COMMENCEMENT CERTIFICATE



Revised Building Permit No - 227641

Permit No. : KDMCC/RB/2024/APL/00030

Proposal Code : KDMCC-22-ENTRY-91108

Date : 08/02/2024

- 7. If in the development permission reserved land/amenity space/road winding land is to be handed over to the authority in the lieu of incentive FSI, if any, then necessary registered transfer deed shall be executed in the name of authority with in 6 month from the commencement certificate.
- 8. All the provision mentioned in UDCPR, as may be applicable, shall be binding on the owner/developer.
- 9. Provision for recycling of Gray water , where ever applicable shall be completed of the project before completion of the building and documents to that if a: shall be submitted along with the application form of occupancy.
- 10. Lift Certificate from PWD should be submitted before Occupation Certificate, if applicable.
- 11. Permission for cutting of tree, if necessary, shall be obtained from the tree authority. Also the certificate/letter for plantation of trees on the land, if required under the provision of tree act, shall be submitted before occupation certificate.
- 12. All guidelines mentioned in the environment and forest climate change department Govt. of Maharashtra, letter no CAP-2023/CR-170.TC-2, shall be followed, if applicable
- 13. Authority will not supply water for construction.
- 14. Areas/cities where storm water drainage system exists or designed, design and drawings from Service consultant for storm water drainage should be submitted to the concerned department of the authority before Commencement of the work and completion certificate of the consultant in this regard shall be submitted along with the application for occupancy certificate.
- 15. The owner/developer shall submit the completion certificate from the service consultant for completion of the septic tank or proper connection to the sewerage system of the authority or sewage treatment plant (where ever necessary)

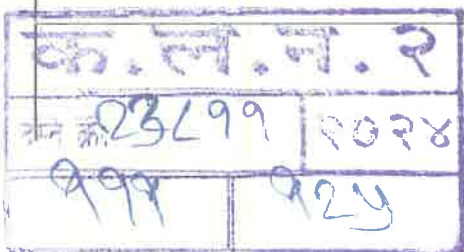
Signature valid

Digitally signed by DEEPA PRADEEPKAR SAWANT
 Date: 2024.02.08 12:41:23 IST
 Reason: Approved Certificate
 Location: Kalyan Dombivli Municipal Corporation
 Project Code : KDMCC-22-ENTRY-91108
 Application Number : KDMCC202300230
 Proposal Number : 227641
 Certificate Number : KDMCC/RB/2024/APL/00030



Scan QR code for verification of authenticity.

Assistant Director Town Planning,
Kalyan Dombivli Municipal Corporation,



घोषणापत्र

मी ~~सुमित शि. धरो.~~ याद्वारे घोषित करतो की, दुय्यम निबंधक----
~~कलम~~ यांचे कार्यालयात ~~करारनामा~~ या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात
आला आहे. ~~श्री. मे. चारवाणी इजाजतदार~~ व इ. यांनी दि. १६.११.२०२३ रोजी मला
दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे/निष्पादीत
करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र
रदद केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले
नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रददबातल ठरलेले नाही. सदरचे
कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे.
सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम, १९०८ चे कलम ८२ अन्वये
शिक्षेस मी पात्र राहिन याची मला जाणीव आहे.

दिनांक ०५/१२/२०२४

कुलमुखत्यारपत्रधारकाचे नाव

व सही

Smita
(सुमित सिधार्थ धरो)



क.ल.न.२	
दस्त क्र. 23499	२०२४
११२	१२५

पत्रकी नं: 3736 दिनांक: 16/09/2023
पत्रकी नाम: कल्याण
दस्तावेजाचे न्यायालय क्र: कल्याण-5-13205-2023
दस्तावेजाचा प्रकार: कलसुखकारण
कार्य क्रमांकाचे न्याय क्षेत्र प्रकाश उभारणे -
पुस्तक

पत्रकी क्र: 13750 दिनांक: 16/09/2023
पत्रकी नाम: कल्याण
दस्तावेजाचे न्यायालय क्र: कल्याण-5-13205-2023
दस्तावेजाचा प्रकार: कलसुखकारण
कार्य क्रमांकाचे न्याय क्षेत्र प्रकाश उभारणे -

दस्तावेजाचे मूल्य	₹ 100.00
पुस्तकी मूल्य: 5	
एकूण:	₹ 100.00

दस्तावेजाचे मूल्य	₹ 100.00
पुस्तकी मूल्य: 12	₹ 240.00
एकूण:	₹ 340.00

1) दस्तावेजाचे प्रकार: DHC (कल) ₹ 100/-
दीर्घावकाशासाठी खर्चक क्रमांक: 8823162/03110 दिनांक: 16/09/2023
संपत्ती न्याय क्षेत्र

1) दस्तावेजाचे प्रकार: DHC (कल) ₹ 240/-
दीर्घावकाशासाठी खर्चक क्रमांक: 0923044918967 दिनांक: 16/09/2023
संपत्ती न्याय क्षेत्र

पुस्तक, दस्तावेजाचे मूल्य -
कल्याण क्र. ९


पुस्तक, दस्तावेजाचे मूल्य -
कल्याण क्र. ९

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CHALLAN
MTR Form Number-6



CHLN	5071132052305	507113205	507113205	507113205	507113205	507113205	507113205	507113205	507113205																								
Payer Details																																	
Department	Inspector General of Registration																																
Type of Payment	Registration Fee	TAX ID / TAN of Amt.																															
Office Name	KLH1 KAIYAN NO 1 SUB REGISTRAR	PAN no. of Applicant																															
Location	THANE	Full Name	PRADEEP PRAKASH UMARDE																														
Form	9025-2014 One Time	Flat/Block No.	AS F/R POWER OF ATTORNEY																														
Account Head Details	Amount In Ru.	Premises/Building	AS PER POWER																														
03204421 Stamp Duty	100.00	Area/Locality	DOMIVALI WEST																														
030002351 Registration Fee	100.00	Town/City/District																															
<table border="1"> <tr> <td>क.ल.न. - ५</td> <td>दस्त. क्र. ३३२०५</td> <td>२०२३</td> </tr> <tr> <td>२</td> <td>५०</td> <td></td> </tr> </table>										क.ल.न. - ५	दस्त. क्र. ३३२०५	२०२३	२	५०																			
क.ल.न. - ५	दस्त. क्र. ३३२०५	२०२३																															
२	५०																																
Amount In	₹ 600.00																																
Mode	Cheque/DD																																
Payment Details	IDBI BANK	Bank Name	IDBI BANK																														
Cheque/DD Details	Bank CIN	Ref No.	0923044918967																														
Check/DD No.	Bank Date	RBI Date	04/09/2023																														
Name of Bank	Bank Branch	IDBI BANK																															
Name of Branch	City	THANE																															
																																	
<table border="1"> <tr> <td>Sr. No.</td> <td>Enrollment No.</td> <td>Ref. No.</td> <td>Amount</td> <td>Deface No.</td> <td>Amount</td> </tr> <tr> <td>1</td> <td>40011883820324</td> <td>0923044918967</td> <td>100.00</td> <td></td> <td>100.00</td> </tr> <tr> <td>2</td> <td>40011883820324</td> <td>0923044918967</td> <td>500.00</td> <td></td> <td>500.00</td> </tr> <tr> <td colspan="3">Total Payment Amount</td> <td>600.00</td> <td></td> <td>600.00</td> </tr> </table>										Sr. No.	Enrollment No.	Ref. No.	Amount	Deface No.	Amount	1	40011883820324	0923044918967	100.00		100.00	2	40011883820324	0923044918967	500.00		500.00	Total Payment Amount			600.00		600.00
Sr. No.	Enrollment No.	Ref. No.	Amount	Deface No.	Amount																												
1	40011883820324	0923044918967	100.00		100.00																												
2	40011883820324	0923044918967	500.00		500.00																												
Total Payment Amount			600.00		600.00																												

क.ल.न.-५
दस्त. क्र. ३३२०५ | २०२३
२ | ५०

D Document **H** Handling **C** Charges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PNR: 0923044918967 | Receipt Date: 16/09/2023

Received from KALYAN, Mobile number 9820669554, an amount of ₹.240/- towards Document Handling Charges for this Document to be registered on Document No. 13205 dated 16/09/2023 of the Sub Registrar office Joint S.R. Kalyan-5 of the District Thane

DEFACED ₹ 240 DEFACED

Payment Details

Bank Name: SBIN | Payment Date: 04/09/2023
Bank CIN: 10004152023090418042 | REF No.: 324768610257
Deface No.: 0923044918967D | Deface Date: 16/09/2023

This is computer generated receipt, hence no signature is required.



क.ल.न. २
दस्त. क्र. २३८९९ | २०२४
५१३ | ५२५

Receipt of Document Handling Charges

PRN: 0923162703110 | Receipt Date: 16/09/2023

Received from KALYAN, Mobile number 8850869554, an amount of Rs 100/- towards Document Handling Charges for the Document to be registered on Document No. 0 dated 16/09/2023 at the Sub Registrar office Joint S.R.Kalyan 5 of the District Thane.

Payment Details:

Bank Name: SBIN	Payment Date: 16/09/2023
Bank CIN: 10004152023091602961	REF No.: 325972322378
Deface No: 09231627031100	Deface Date: 16/09/2023

This is computer generated receipt, hence no signature is required.

क.ल.न.-५
दस्ता क्र. २३२०५ २०२३
३ ५७



CHALLAN MTR Form Number-6

Department: Inspector General of Registration | Paper Details

Department: Stamp Duty | Type of Payment: Registration Fee

Office Name: Joint S.R. Office, Kalyan 5 | Full Name: PRABHU PRADIP LAFADAY

Location: MHRT | Year: 2023-2024 (Old Time) | Fee: AS PER ORDER OF ATTORNEY

Actual Head Details: Stamp Duty (60.00), Registration Fee (100.00)

Payment Details: Bank Name SBIN, Payment Date 16/09/2023, REF No. 325972322378, Deface No. 09231627031100

This is computer generated receipt, hence no signature is required.

क.ल.न.-५
दस्ता क्र. २३२०५ २०२३
४ ३७



33/10/23
Date: 16/09/2023

Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN: 092304491995 | Date: 04/09/2023

Received from KALYAN, Mobile number 8850869554, an amount of Rs 240/- towards Document Handling Charges for the Document to be registered (SARITA) in the Sub Registrar office S.R. Kalyan 1 of the District Thane.

Payment Details:

Bank Name: SBIN	Payment Date: 04/09/2023
Bank CIN: 10004152023091602961	REF No.: 324795110267

This is computer generated receipt, hence no signature is required.



क.ल.न.-५
दस्ता क्र. २३२०५ २०२३
५ ३७

क.ल.न.-५
दस्ता क्र. २३२९९ २०२४
११४ १२५

Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN: 0923162703110 | Date: 16/09/2023

Received from KALYAN, Mobile number 8850869554, an amount of Rs 100/- towards Document Handling Charges for the Document to be registered (SARITA) in the Sub Registrar office Joint S.R. Kalyan 5 of the District Thane.

Payment Details:

Bank Name: SBIN	Payment Date: 16/09/2023
Bank CIN: 10004152023091602961	REF No.: 325972322378

This is computer generated receipt, hence no signature is required.

क.ल.न.-५
दस्ता क्र. २३२०५ २०२३
६ ५७





क.ल.न.-५
दस्त क्र. ३३२०५ २०२३
७ ३७

GENERAL POWER OF ATTORNEY

THIS GENERAL POWER OF ATTORNEY made and executed at Kalyan on this 14th September, 2023.

TO ALL TO WHOM THESE PRESENTS SHALL COME, M/S Tharwani Infrastructures, Through its Proprietor Mr. Mohan Hardasmal Tharwani aged 48 yrs, Occupation Business, having its office at :- M/s Tharwani Infrastructures, Near Meera Nx Hospital, Kalyan Ambarnath Road, Ulhasnagar 421003

WHEREAS I am the Proprietor of M/s Tharwani Infrastructures carrying on business of Developers, Builders and Contractors.

Handwritten signatures and initials

AND WHEREAS we are developing the Property by constructing multi storied building of premises under the proprietorship firm named as M/s Tharwani Infrastructures.

AND WHEREAS it is not possible for us to attend the office of Sub-Registrar for admitting the execution of the said Agreement and

क.ल.न.-५
दस्त क्र. ३३२०५ २०२३
८ ३७

AND WHEREAS we are serious of appointing the Attorneys to act on our behalf in the manner hereinafter appearing.

KNOW HOW WE ALL AND THESE PRESENTS WITNESSES that, M/s Tharwani Infrastructures a proprietor Mr. Mohan H. Tharwani, Constitute and appoint the following Employees:-

(1) Mr. Pragney Prakash Ukarday , Aged About : 37 Year
Residing at- Flat No. 103, 1st Floor, Sai Anand Building, Reti Bandar Cross Road, Gopinath Chowk, Donbivli, Kalyan.

(2) Mr. Siddharth Ragho Dhotre , Aged About : 59 Year

(3) Mr. Sumeet Siddharth Dhotre, Aged About : 34 Year
Residing at: - 2-B/202 Nav Arjun CHS. LTD, Tisgaon. Near Sarwari Mandir, Tisgaon, Kalyan.



(4) Mr. Chander Gordhandas Rijhwani, Aged About:- 49 year
Residing at: - Sidhi Apartment, Room no 101, C block No -70, Near Century Ground, Ulhasnagar 421002.

Handwritten signatures and initials

Any one of them to be my true and lawful attorney with full authority or power to do and execute the following acts deeds and things in my name and on my behalf and for M's Tharwani Infrastructures.

- To lodge various Sale Deed/ Agreements for sale/Rectification Deed / Cancellation Deed/ Deed of Apartment, and Any Other Documents, of FLATS / SHOPS / ROW HOUSE / VILLA / TDR agreement that may be executed by us in capacity of said company by anyone of them.
- To appear before Sub Registrar, Sign before Sub Registrar on my behalf and admit the execution of the above said documents i.e Sale Deed/ Agreements for sale/Rectification Deed / Cancellation Deed and any Other Documents of FLATS / SHOPS / ROW HOUSE / VILLA / TDR agreement executed by me.
- To do all or any other acts, deeds, matters and things for the purpose of effectually getting the said Sale/Rectification Agreements for sale/Rectification: Deed / Cancellation Deed/Development Agreement/ Supplementary Agreement and any other documents of FLATS / SHOPS / ROW HOUSE / VILLA / TDR agreement and any other documents registered with the sub-registrar of Assurance and to collect the original documents from Sub Registrar Office.

क.ल.न.-५
दस्त क्र. ३३२०५ २०२३
८ ३७



Handwritten signatures and initials

4. AND WHEREAS the said Agreement for sale of FLATS/ SHOPS / ROW HOUSE/ VILLA/ TDR Agreement/ Sale Deed/ Agreements for sale/Rectification Deed / Cancellation Deed/ Development Agreement/Supplementary Agreement of FLATS / SHOPS / ROW HOUSE / VILLA/ TDR agreement are required to be registered with the sub Registered of Assurances,

क.ल.न.-५
दस्त क्र. ३३२०५ २०२३
९ ३७

as we are very much busy in our day to day activities hence we are necessitated to appoint 1) Mr. Pragney Prakash Ukarday, 2) Mr. Siddharth Ragho Dhotre, 3) Mr. Sumeet Siddharth Dhotre, 4) Mr. Chander Gordhandas Rijhwani as our true and lawful attorneys related to the above said properties in our name and on my behalf, jointly, severally or individually.

6. AND WE hereby agree to rectify and confirm in capacity as a Partner the said company whatever the said Attorney shall do or cause to be done by virtue of these presents

7. That the execution shall hereby reserve exclusive right and absolute right to cancel this power of attorney at any moment of time and upon such cancellation the power of attorney herein will not be valid on any manner or empowerment for further on basis of power of attorney.



क.ल.न.-२
दस्त क्र. २३८९९ २०२४
९१५ ९२५

WITNESS WHEREOF M/s Tharwani Infrastructures Through its Proprietor Mr. Mohan H. Tharwani have caused my hands to be here into affixed the day 17th September, 2023.

SIGNED, SEALED AND DELIVERED)
By the within named)

M/s Tharwani Infrastructures
Through its Proprietor
1. Mr. Mohan H. Tharwani

क.ल.न.-५	
दस्तक्र. ३३२०५	२०२३
३३	३७



Through POA Holders.

1) Mr. Pragney Prakash Ukarday,



(2) Mr. Siddharth Ragho Dhotre.



(3) Mr. Sumcet Siddharth Dhotre



(4) Mr. Chander Gordhanji Bhatwani



In the Presence of

1. Sudhit Prakash Kulkarni
Kalyan

2. Munish Kulkarni
Dombivli

क.ल.न.-५	
दस्तक्र. ३३२०५	२०२३
३२	३७



डी.ए.के. उकार्दाय भारत सरकार
D.K. U.K. UKARDAY GOVT OF INDIA



क.ल.न.-५	
दस्तक्र. ३३२०५	२०२३
३३	३७

क.ल.न.-३	
दस्तक्र. २३२९९	२०२४
९९६	९२५



4420 0329 5507

4107 4589 7599

मेरा आधार, मेरी पहचान



७८	२८
६२०२	१६ १२२
क-ए-ए-क	



50713205
दिनांक 16 नवंबर 2023 11:43 न.पू.

कार्यवाही क्र. 1
दिनांक 13/11/2023

पत्र क्र. 5/13205/2023
बिदाय क्र. 014
बिदाय क्र. 005

पत्र क्र. 15760
दिनांक 16-09-2023

गोदाम क्र. 100.00
पत्र क्र. 240.00

पत्र क्र. 340.00

पत्र क्र. 340.00

पु.स. दुय्यम विबधक वर्ग-२
कल्याण क्र. ५

दिनांक 16/09/2023 11:42:43 AM
दिनांक 16/09/2023 11:43:36 AM

प्रतिज्ञा पत्र

मैंने इसका प्रमाणित किया है कि...

पु.स. दुय्यम विबधक वर्ग-२
कल्याण क्र. ५

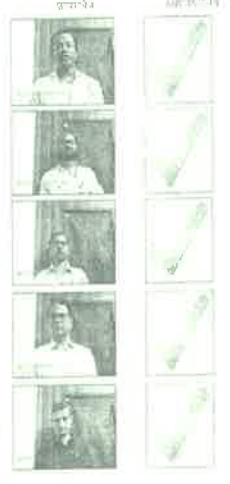


16/09/2023 12:16:09 PM

कार्यवाही क्र. 2
दिनांक 13/11/2023

पत्र क्र. 5/13205/2023
बिदाय क्र. 014

पत्र क्र. 15760
दिनांक 16-09-2023
गोदाम क्र. 100.00
पत्र क्र. 240.00
पत्र क्र. 340.00



दिनांक 16/09/2023 12:16:09 PM

पु.स. दुय्यम विबधक वर्ग-२
कल्याण क्र. ५



दिनांक 15/09/2023 12:15:04 PM

पु.स. दुय्यम विबधक वर्ग-२
कल्याण क्र. ५



Table with 8 columns: Sl, Purchasee, Type, Verification no/Vendor, GRM/Licence, Amount, Used At, Device Number, Office Date.

Stamp and registration details text.

पु.स. दुय्यम विबधक वर्ग-२
कल्याण क्र. ५

क.ल.न.-५
दस्ता क्र. 23205
2023



क.ल.न.-२
दस्ता क्र. 23199
2024
996 924



क.ल.	२
२३८९९	२४
११८	१२५

घोषणापत्र

आन्ही दस्तऐवज लिहून देणार व घेणार याद्वारे असे घोषित करितो कि, मा. सह दु. निबंधक कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. नोंदणीसाठी सादर केलेल्या दस्तऐवजाचा शोध घेतलेला असून ते खरे आहेत. तसेच सदरची मिळकत शासन मालकीची किंवा राखीव नाही. तसेच मिळकतीतील इतर हक्क, कर्ज बँक बोजे, विकसन बोजे, शासन बोजे व कुळमुखत्यार धारकांनी केलेल्या व्यवहाराच्या अधिन राहून आम्ही आमचा आर्थिक व्यवहार पूर्ण करून दस्तऐवज साक्षीदार समक्ष निष्पादित केलेला आहे.

या दस्तासोबत नोंदणी प्रक्रियेमध्ये जोडण्यात आलेले पुरक कागदपत्रे हे खरे आहेत व मिळकतीचा हस्तांतराबाबत कोणत्याही मा. न्यायालयाचा/शासकीय कार्यालयाचा मनाई हूकुम नाही. केंद्र वा राज्य शासनाचे कोणताही कायदा/नियम परिपत्रक अथवा शासकीय धोरणाच्या विरुद्ध कोणतीही कृती केलेली नाही. तसेच महाराष्ट्र नोंदणी नियम १९६१ चे नियम ४४ नुसार बांधील होत नाही. याची आम्ही खात्री देत आहोत.

महाराष्ट्र नोंदणी नियम १९६१ चे नियम ४४ अनुसार व वेळोवेळी मा. न्यायालयाने/उच्च न्यायालयाने दिलेल्या दस्तऐवजामधील मिळकतीचे मालक/कुळमुखत्यारधारक यांची मालकी व दस्तऐवजाची वैधता तपासणे हे नोंदणी अधिकारी यांची जबाबदारी नाही याची आम्हाला पूर्णपणे जाणीव आहे.


त्यामुळे आम्ही नोंदणी प्रक्रियेमध्ये कोणत्याही प्रकारचे गुन्हा घडणारे कृत्य केलेले नाही. जर भविष्यात सदर दस्ताच्या बाबतीत कायदानुसार कोणताही गुन्हा घडला असल्याचे सिद्ध झाल्यास महाराष्ट्र नोंदणी नियम १९०८ चे नियम ८३ व भारतीय दंड संहिता १८६० मधील नमूद असलेल्या ७ वर्षांच्या शिक्षेस आम्ही पात्र आहोत याची आम्हाला पूर्णपणे जाणीव आहे. त्यामुळे सदरचे घोषणापत्र दस्ताचा भाग म्हणून सोबत जोडत आहेत.

या मिळकतीचे रेकॉर्ड ऑफ राईट ७/१२ सदर मालके राखीव नाही. सदर जमिनीवर /बांधलेल्या चाळीतील/इमारतील रुम विक्रीचा व्यवहार आम्ही करित आहोत. त्या खालील जागा सोसायटीच्या नावे तबदील करण्यात येईल. मात्र, सदर जमिनीवरील चाळीतील/इमारतीतील रुमचे बांधीव/ मिळकतीचे हक्क तबतिल करण्यात येत आहेत.

दस्ताऐवज व सोबत जोडलेल्या कागदपत्रांच्या निबंधक व दस्त बनवणार किंवा नोंदणी करणार आमचीच आहे.

येणेप्रमाणे घोषणापत्र असे.

क. र. म. स. २	
याची नाही ती जबाबदारी सर्व	
दस्त क्र. 23199	2024
११९	१२५


Kamdan
सही/- लिहून घेणार


सही/लिहून देणार



क.ल.न.२	
दस्त क्र. १३१९९	२०२४
१२०	१२५

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SUMEET SIDDHARTH DHOTRE

SIDDHARTH RAGHO DHOTRE

25/03/1989
Permanent Account Number
ALJPD9342G

S. Dhotre
Signature



S. Dhotre

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

KETAN SOMNATH GHIGE

SOMNATH BAPUJI GHIGE

17/10/1992
Permanent Account Number
BBAPG8411P

K. Ghige
Signature



K. Ghige

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AYVPL8013H

नाम / Name
KANCHAN GANESH LANGHI

पिता का नाम / Father's Name
GANESH LANGHI

जन्म की तारीख /
Date of Birth
18/06/1996

Kanchan
Signature



Kanchan

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

KALPANA HARESH PARKAR

SHIVRAM PUNAJI BHANGRE

23/09/1986
Permanent Account Number
CJRPPT1307B

K. Parkar
Signature




क. ल. न. २	
वस्त क्र 23199	२०२४
९२९	९२५

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SANJANA SANTOSH MEMANE

DEORAM BUNAJI SABALE

11/12/1979
Permanent Account Number
AVSPM4214B

S. Memane
Signature



S. Memane



क.ल.न.२	
दस्तावेज क्र. २३८९९	२०२४
११२	११५

71/22811

गुरुवार, 05 डिसेंबर 2024 12:59 म.नं.

दस्त गोषवारा भाग-1

कलन2

928/924

दस्त क्रमांक: 22811/2024

दस्त क्रमांक: कलन2 /22811/2024

बाजार मूल्य: रु. 25,37,530/-

मोवदला: रु. 40,00,960/-

भरलेले मुद्रांक शुल्क: रु.2,80,100/-

दु. नि. सह. दु. नि. कलन2 यांचे कार्यालयाने

पावनी:24460

पावनी दिनांक: 05/12/2024

अ. क्र. 22811 वर दि.05-12-2024

सादर करणाऱ्याचे नाव: केतन सोमनाथ धिंगे - -

गेजी 12:56 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हानाळणी फी

रु. 2500.00

पृष्ठांची संख्या: 125

एकुण: 32500.00

दस्त हजर करणाऱ्याची मही:

Joint Sub Registrar Kalyan 2

सदर दुर्यम निबंधक वर्ग २,
कल्याण क्र. २Joint Sub Registrar Kalyan 2
सदर दुर्यम निबंधक वर्ग २,
कल्याण क्र. २

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थायी/अस्थायी कोणत्याही कक्षा क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्र. 1 05 / 12 / 2024 12 : 56 : 00 PM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 05 / 12 / 2024 12 : 57 : 30 PM ची वेळ: (फी)

प्रतिज्ञा पत्र

सदर दस्तऐवज नोंदणी कायदा १९०८ नियम १९६१ अंतर्गत नसतुदीनुसार नोंदणीमं टाखल केला आहे. सध्याच्यातल मुद्रांक शुल्क, निष्ठातक ध्यन्ती साक्षोदार व सोबत जोडलेले कायदे व नियमावली सत्यता वैधता कायदेशीर बाबीसाठी खालील नोंदणीतक व्यक्ती संपुर्णतक जबाबदार आहेत नसेच सट हस्तांतरण दस्तामूल राजशासन कद्रशासन यांच्या कोणत्याही कायदे/नियम/परिपत्रक यांचे उल्लंघन होत नाही

B. G. W. G.
धेणार सडी







Kam chary

K. S. M. M.
धेणार सडी

05/12/2024 1 50:03 PM

दस्त क्रमांक :कलन2/22811/2024





दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:मे.थारवाणी इन्फ्रास्ट्रक्चर्स चे प्रो.प्रा. श्री. नोहन हरदासमल थारवाणी यांचे कु.मु म्हणून क. ज देणार सुमित सिद्धार्थ धोत्रे - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: थारवाणी इन्फ्रास्ट्रक्चर्स मीरा एन एक्स हॉस्पिटल जवळ, कल्याण अंबरनाथ रोड, उल्हासनगर, महाराष्ट्र, ठाणे. पॅन नंबर:AAOPT7C33Q	लिहून देणार वय :-38 स्वाक्षरी:- <i>S.S.Murmu</i>		
2	नाव:केतन सोमनाथ घिगे - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: ए-7, ओम आदिशक्ती बिल्डिंग, मह काली नगर, मुलुंड पूर्व, महाराष्ट्र, मुम्बई पॅन नंबर:BBAPG8411P	लिहून देणार वय :-32 स्वाक्षरी:- <i>Kh Ghige</i>		
3	नाव:कांचन गणेश लांधी - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -. ब्लॉक नं: -, रोड नं: ए-7, ओम आदिशक्ती बिल्डिंग, मह काली नगर, मुलुंड पूर्व, महाराष्ट्र, मुम्बई पॅन नंबर:AYVPL8C13H	लिहून देणार वय :-28 स्वाक्षरी:- <i>Kanchan</i>		

वरील दस्तऐवज करून देणार तथाकर्तृता करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात. शिक्का क्र.3 ची वेळ:05 / 12 / 2024 31 : 47 : 34 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यांना व्यक्तीश: ओळखतात, व त्यांची ओळख पटवित्यात

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:संजना मेशाणे - - वय:45 पत्ता:कल्याण पिन कोड:400605	स्वाक्षरी <i>Sanjana</i>		
2	नाव:कल्पना पारकर - - वय:38 पत्ता:कल्याण पिन कोड:421201	स्वाक्षरी <i>Kh Paraker</i>		

शिक्का क्र.4 ची वेळ:05 / 12 / 2024 01 : 48 : 46 PM

शिक्का क्र.5 ची वेळ:05 / 12 / 2024 01 : 48 : 55 PM नोंदणी पुस्तक 1 मध्ये

Joint सहा रुग्णांसाठी मिश्रित वर्ग २,

कल्याण क्र. २

Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	KETAN SOMNATH GHIGE	eChallan	69103332024120517386	MH0120768182C2425E	280100.00	SD	0006656844202425	05/12/2024
2		DHC		1224039718029	500	RF	1224039718029D	05/12/2024
3		DHC		1224030820757	2000	RF	1224030820757D	05/12/2024
4	KETAN SOMNATH GHIGE	eChallan		MH012076818202425E	30000	RF	0006656844202425	05/12/2024

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

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दस्ता क्र. २२७७	२०२४
१२५	१२५

प्रमाणित करण्यात येते की,
द.क्र. २२७७ / २०२४ मध्ये
१२५ पाने आहेत.
पुस्तक क्र. ९ म.क्र. २२७७
५/१२ / २०२४ वर नोंदला.

Sachin
सह. दुय्यम निबंधक वर्ग २
कार्यालय क्र. २
दिनांक ५/०२/२०२४