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AGREEMENT FOR SALE OF FLAT

NO. 401

FLOOR Uth

BUILDING NO. 9

ROYAL RESIDENCY

11:40:38 AM

पावती

गावाचे नाव कल्याण

पावती क्र. : दिनांक 26/ď

दरतऐवजाचा अनुक्रमांक

2006 कलन2 - 06049 -

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव:सचिन मधुकर पैठणकर - -

नोंदणी फी

नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित्/

एकुण

आपणास हा दस्त अंदाजे 11:55AM ह्

बाजार मुल्यः 1800000 रु. भरलेले मुद्रांक शुल्क: 72600 रु. Thane Bharat Sahakari Bank Litt.

Scheduled Bank Litt.

Scheduled

Ward No.....

खानेदाराची प्रत / Party Copy

Clast Area MM.69 Sq. Ft mtr. carpel-

Market Value Rs.....

Actual Value Rs. 18,00,000/~

Agreement for sale

This article of agreement made and entered into at Kalyan 251912008

Between

Authorised Signatory
For Thane Bharat Sahakari Bank
Kalyan Branch.

R

Agra Road Kalyan (w).421-361

R.0072

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MESSRS. ROYAL ENTERPRISES, a registered Partnership Firm registered under the Indian Partnership Act, 1932 having its Office at 4/98, Amrit Villa, R. A. Kidwai Road, Wadala, Mumbai-400 031. and P.A.N. No. AAAFR 1378 Q hereinafter called the "PROMOTERS" (which expresision shall unless it be repugnant to the context or meaning thereof mean and include the Partner or Partners for the time being of the said Firm, the survivor or survivors of them and the respective heirs, executors and administrators of such survivor and his/her or their permitted assigns) of the ONE PART AND MR/MRS/MISS.M/S. Mr. Sachin Madhy kar Pai Hankar

Mrs. Manjusha Sachin Poithankar

of Mumbai Indian Inhabitant's residing athaving address at 13/102, Tirthdham Complex, Madhuban Building, Adharwadi

(w)

"PURCHASER/S" (which expression shall unless it be repugnant to the context or the meaning thereof mean and include his/her/their heirs, executors, administrators and permitted assigns). of the OTHER PART.

WHEREAS (1) (a) Gajanan Dattatray Pimple (b) Sangeeta Gajanan Pimple (c) Anant Gajanan Pimple (d) Dilip Gajanan Pimple (e) Manisha Anant Pimple (2) (a) Madhav Dattatray Pimple (b) Suneeta Madhav Pimple (c) Bhushan Madhav Pimple (d) Sarika Madhav Pimple (being a minor through her father and natural guardian Madhav Dattatray Pimple (3) Chanda Vithal Sahamate (4) Indira Lakhuman Kale (5) Neelesh Naresh Dhanukar (hereinafter refferred to as "the Original Owners") were the owners of all that piece or parcel of land or ground situate lying and being at Adharwadi Kalyan, Taluka Kalyan within the limits of Kalyan Municipal Corporation registration District Thane bearing Survey No. 71, Hissa Nos. 1, 2, 3, 4, 5, 6 and 7 admeasuring 15, 385, 62 Sq. Mts. or thereabouts and more particularly described in the First Schedule hereunder written. (hereinafter referred to as "the said property").

WHEREAS by Conveyance dated 8th March, 1995 and registered with the Sub Registrar of Assurances at Bombay under Serial No. RBBM - 998/95 of 1995 and made between the original Owners of the One Part and Promoters of the Other Part, the original Owners sold, transferred, conveyed and assured unto the Promoters herein the said property for the consideration and on the terms and conditions therein contained.

AND WHEREAS the Additional Collector & Competent Authority by his Order dated 21st June, 2000 granted order Section 8 (iv) of the Urban Land (Ceiling & Regulation) Act, 1976 holding that the said property is not affected by the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 and the same is held by the said original Owners within Ceiling Limits of 1500 Sq. Mts. each which each of the original

Owners were entitled to hold under the provisions of said ULCR Act.

AND WHEREAS the promoters have got the Building Plans sanctioned for the construction of Seven Buildings and comprising of two Buildings of Type "A" of ground + stilt + 7 upper floors and three Buildings of Type "B" of ground + stilt + 7 upper floors for Residential purpose and for Club House of ground and one upper floor (Part) on the said property from Kalyan Dombivli Mahanagar Palika, Kalyan under No. KV/105-45 on 11th June, 2004 and got the Works Commencement Certificate No. KV/105-45 dated 11th June 2004 issued by Kalyan Dombivli Mahanagar Palika, Kalyan.

AND WHERAS the promoters also obtained Non-Agricultural User permission from the District Collector & Competent Authority, Thane under Section 44 of the Maharashtra Land Revenue Code, 1966 by his Order dated 30th July, 2004. The copies of the said Order under Section 8 (iv) of the Urban Land (Ceiling & Regulation) Act of the Additional Collector & Competent Authority dated 21st June, 2000, Building Plans and Works Commencement Certificate dated 11th June 2004 issued by Kalyan Dombivli Mahanagar Palika, Kalyan and whereas the promoters have further acquired development rights in the form of TDR to the extent of 7337 Sq. Mts. to be used and utilized on the property bearing S. No. 71 Hissa No. 1 to 7, Adharwadi, Taluka Kalyan, Dist. Thane within the limits of the Kalyan Dombivli Mahanagar Palika, Kalyan and Non-Agricultural User permission from the District Collector & Competent Authority, Thane under Section 44 of the Maharashtra Land Revenue Code, 1966 dated 30th July, 2004 are annexed hereto and marked with letter "A" Collectively.

AND WHEREAS the promoters have got the building plans sanctioned for the construction of Eleven building and have commenced construction of the said residential building comprising of two buildings of Type 'A' of ground + stilt + 7 upper floors and three buildings of Type 'B' of ground + stilt + 7 upper floors and two building of Type 'C' of ground + stilt + 7 upper floors and two building of Type 'C' of ground + stilt + 7 upper floors and two building of Type 'E' of ground + stilt + 7 upper floors for residential purpose and for Club House of ground and upper floor (part) on the said property from Kalyan Dombivali Mahanagar Palika, Kalyan under No. KV/105-45 on the 11th June 2004 and KV/148-56 on 21st June 2005 and got the works Commencement Certificate No. KV/105-45 dated 11th June 2004 and KV/148-56 dated 21st June 2005 issued by Kalyan Dombivali Mahanagar Palika, Kalyan having flats/open car parking space and stilt parking.

AND WHEREAS the said property in the Revenue Records stands in the name of the said original Owners and in the Records of the Kalyan - Dombivli Mahanagar Palika / Property Register Card stand in the name of the said original owners, copies of the Revenue Record/Property Register Card in the name of the Original Owners are annexed hateo and marked with letter "B".

AND WHEREAS M/s. K. Å. Sanghvi & Co., Advocates of the Original Owners have certified title of the Original Owners/Promoters to the said property as clear and marketable and free from encumbrances and copy of the said Certificate of Title dated 10th February, 2004 is annexed hereto and marked with letter "C".

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AND WHEREAS the Promoters have handed over all the original documents required to be handed over by the Promoters to the Purchasers under the provisions of Maharashtra Ownership Flats Act, 1963 prior hereto;

AND WHEREAS the parties hereto are desirous of recording the terms and conditions agreed between them as hereinafter appearing.

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

- 1. The Promoters are developing all that piece or parcel of land or ground situate lying and being at Adharwadi Kalyan, Taluka Kalyan within the limits of Kalyan Municipal Corporation registration District Thane bearing Survey No. 71, Hissa Nos. 1, 2, 3, 4, 5, 6 and 7 admeasuring 15,385.62 Sq. Mts. and are also developing 7337 Sq. Mts. acquired as Development Rights in the form of TDR or thereabout and more particularly described in the First Schedule hereunder written (hereinafter reffered to as "the said property").
- 2. The Promoters are constructing Residential Buildings on the said property to be known as "ROYAL RESIDENCY" comprising of two Building of Type "A" of ground + stilt + 7 upper floors and three Building of Type "B" of ground + stilt + 7 upper floors and two Buildings of Type "C" of ground + stilt + 7 upper floors and two Building of Type "D" of ground + stilt + 7 upper floors and two Building of Type "E" of ground + stilt + 7 upper floors and for Club House of ground and one upper floor (part) as per sanctioned building Plans sacntioned by Kalyan Dombivli Mahanagar Palika, Kalyan under No. KV/105-45 dated 11th June 2004. and No. KV/148-56 dated 21st June 2005 issued by Kalyan Dombivli Mahanagar Palika, Kalyan. The copies of the said Building Plans and Works Commencement Certificate are annexed hereto and marked with letter "A" Collectively and the Purchaser/s confirm/s that the copies annexed are the true copies of the said Plans and the same are inspected and perused by the Purchaser/s.
- 3. The Promoters have agreed to sell and the Purchasers have agreed to puchase Flat No. 9 on the 9 Floor in Building No. 9 / Stilt / Open Car Parking Space of the proposed Building to be known as

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"RO	OYAL RESIDENCY" on Ownership basis in the said property					
adme	easuring 77. 69 Sq.Et. (Carpet Area) (which is inclusive of the area of					
balc	conies) for the price of Rs. 18,00,0001/-					
(Rup	oes Eylleen lakh on't - only)					
includ	ding Rs/- (Rupees					
, 	only) being the proportionate price of the common area and					
facilit	facilities appurtenant to the use occupation and enjoyment of the said Premises and					
	vn on the typical floor Plan annexed hereto and marked as Annexure "D"					
(here	einafter referred to as "the said Premises"). The said price of Rs. (\$1,00,1000)					
(Rup	ees Eight een cath only only)					
shall	be paid by the Purchaser to the Promoters in the following manner :-					
(a)	A sum of Rs. 2,00,000/ /- (Rupees Two Lath only					
	Only)					
on th	ne execution of these presents (the payment and receipt whereof the Promoters					
do h	ereby admit and acknowledge and acquit, release and discharge the Purchaser					
from	the payment and receipt thereof and every part thereof.)					
(b)	A sum of Rs. 2,00,000 - 1- (Rupees Two Lath only					
	Only)					
on th	ne completion of the construction of the plinth of the proposed Building.					
c)	A sum of Rs 2,00,000 - 1- (Rupees Two Lakh only.					
	Only)					
on th	ne completion of the casting of the second slab of the proposed Building.					
d)	A sum of Rs. 2,00,000/- 1- (Rupees Two lath only					
	Only)					
on th	ne completion of the casting of the fourth slab of the proposed Building.					
e) .	A sum of Rs. 2,150,1000 -1- (Rupees TWO Lake only					
	Only)					
on th	ne completion of the casting of the sixth slab of the proposed Building.					
f)	A sum of Rs. 11010001 /- (Rupees ONE COUCH FIFT)					
	A sum of Rs. 150,000/ 1- (Rupees One Latch Fifty) hous and only Only)					
on th	ie completion of the casting of the eighth slab of the proposed Building.					
g) L	A sum of Rs. 1/20,000/ 1- (Rupees One Cath Fifty Only)					
	nousand only only					
on th	be brick work of the said Premises in the Building being completed.					
h)	A sum of Rs. 11010001 1- (Rupees One Lakh fifty					
	thousand only - and					

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on the plaster of the said Premises in the Building being completed. A sum of Rs. 150,000 -- (Rupees One takh Only) on the flooring work of the said Premises in the Building being completed. A sum of Rs. 12 (1000/ 1- (Rupees One Lath twenter Housand only on the bathroom and other plumbing and sanitation work in the proposed Building being completed. A sum of Rs. 75,0001- 1- (Rupees Seventy five thousand only k) Only) on the possession of the said Premises being offered by the Promoters to the Purchaser as licensee pending execution of Dead of Conveyance in favour of any Co-operative Society or Limited Company or Condominium of Apartment Owners as the case may be and upon execution of such Conveyance such personal licensee to enter upon and enjoy the said Premises in favour of the Purchaser shall automatically become absolute possession of the Purchasers. The Purchaser shall pay the amounts as aforesaid on the due date without fail and without any delay or default or demur as time in respect of the said payments is of the essence of the Agreement. The Promoters will forward to the Purchaser intimation of the Promoters having carried out the aforesaid work at the address given by the Purchasers under this Agreement and the Purchaser will be bound to pay the amount of instalments within eight days of Promoters despatching such intimation Under Certificate of Posting at the address of the Purchaser as given in these presents. The Promoters will keep Certificate of their Architects certifying that the Promoters have carried and completed the specified stage of work and such Certificate will be open for inspection by the Purchaser at the office of the Promoters and such Certificate shall be valid and binding upon the Purchaser and the Purchaser agree not to dispute the same.

4. The Purchaser hereby expressly consent to the Promoters re-designing the said building and area or area which the said Promoters may desire to realign and redesign and the Promoters will be entitled to utilise any F.S.I./T.D.R. which may be available and/or allowed to be utilised on the said property or any part thereof or any adjoining property or properties as the case may be and till the entire Complex is completed and the F.S.I./T.D.R. available on the said Property is duly utilised by the Promoters and the amount or amounts receivable by the Promoters from the Purchasers of premises in the said Building is/are duly received by the Promoters and all the obligations required to be carried out by the Purchaser herein and the purchasers of premises from the said Promoters in the said Building are fulfilled by

January January

them the Promoters shall not be bound and shall not be called upon or required to form any Co-operative Society, Limited Company or Condominium of Apartments as the case may be and the Purchaser agree and irrevocably consent not to have any demand or dispute or objection in that behalf.

- 5. The Promoters have also given inspection to the Purchasers of original Buildings Plans sanctioned by the Kalyan Dombivli Mahanagar Palika, Kalyan under No. KV/105-45 on 11th June, 2004. No. KV/148-56 on 21st June, 2005 and the Works Commencement Certificate issued by Kalyan Dombivli Mahanagar Palika, Kalyan. in respect of the said property and copies whereof are annexed nereto and marked with LETTER "A" (COLLECTIVELY).
- 6. It is expressly agreed that right of the Purchasers under this Agreement is only restricted to the Premises agreed to be sold by the Promoters and agreed to be acquired by the Purchasers and all the other premises and portion or portions of the said Building shall be the sole property of the Promoters and the Promoters shall be entitled to develop the same in the manner deemed fit by them without any reference of recourse or consent or concurrence from the Purchasers in any manner whatsoever. The Purchaser's do/doth hereby confirm and consent to the irrevocable right of the Promoters to develop the said Building known as "ROYAL RESIDENCY" on the said Property more particularly described in the First Schedule hereunder written in the manner deemed fit by the Promoters without any further or other consent of concurrence in future.
- In the event of Promoters permitting formation of any proposed Co-operative 7. Society, Limited Company or Adhoc Committee of Purchasers in the said Building more particularly described in the first Schedule hereunder written as the Promoters may desire in their sole discretion and such proposed Society or Limited Company or Adhoc Committee shall not call upon and will not demand formation and registration of any Society, Limited Company or Condominium of Apartments and shall not take charge or demand administration of the said building or the said Buildings more particularly described in the First Schedule hereunder written till the Buildings are duly completed by the Promoters and till entire F.S.I./T.D.R. available in respect of the said Property more particularly described in the First Schedule hereunder written is duly utilised by the Promoters and any further or other F.S.I. which may become available in respect of the said Property or any adjoining portion or Porperty is fully utilised by the Promoters and all the Purchasers of Premises have observed and performed and fulfilled their obligations under the Agreement for acquiring the Premises with the Promoters as contained herein without any delay or default. The Purchaser further confirms that any such proposed Society, Limited Company or





Inder M.C.S. Act 1960 Reg. No. TNA/KLN/HSG/(T.C.)/20532/2008-2009 Date: 13-03-2009 Jail Road, Adharwadi, Kalyan (West) 421301, Dist. Thane, Maharashtra.

SHARE CERTIFICATE &

Sertificate No. 31	Member's Registration No.9/401
Authorised Share Capital ₹ 42,000/- Divided into 840 Shares of Rs. 50/- ex	into 840 Shares of Rs. 50/- ea
HIS IS TO CERTIFY that Shri. / Smt. / M/s. MR. SACHIN MADHUKAR PAITHANK	SACHIN MADHUKAR PAITHANK
AND	MRS. MANJUSHA SACHIN PAITHANK

Subject to the Bye-Laws of the said society and that upon each of such Shares the is the Registered Holder of TEN Shares from No. 301 to 310 of ₹500/- (Rupees-FIVE HUNDRED ONLY) IN THE ROYAL RESIDENCY (PHASE II) CO.OP. HOUSING SOCIETY LTD. KALYAN Still No. sum of Rupees Fifty has been paid. of Building No./Flat No. 9/401

Given under the Common Seal of the Said society at KALYAN, this 26th Day of March 2012



Chairman

Hon, Secretary

Member of the Committee

Condominium of Apartments Owners or Adhoc Committee shall be subject to over all paramount rights of the Promoters and control and management by the Promoters alone.

- 8. Notwithstanding what is contained to the contrary the Promoters shall be entitled to convey or cause to be conveyed or demise the said Property or any part thereof or portion or portions thereof to independent Society, Limited Company or Condominium of Apartments or Body of persons or association of persons as the case may be and the option to be selected and exercised by the Promoters shall be the sole option of the Promoters and the Purchaser confirm that neither the Purchaser herein nor any Body of prospective Purchase will be entitled to call upon or compel the Promoters to select any specific option as the case may be.
- 9. It is expressly agreed that it will be the sole option of the Promoters to convey or demise such land appurtenant with common or exclusive right to use as the Promoters may desire to any Society, Limited Company or Condominium of Apartments as the case may be and neither the Purchaser herein nor the Body of prospective Purchaser shall dispute, object or to oppose the decision of the Promoters in that behalf.
- Subject to terms of this Agreement being fulfilled and subject to provisions of 10. this Agreement the Promoters shall execute conveyance or conveyances in respect of the said Property or any part thereof or execute lease or sub-lease or under-lease in respect of the said Property or any part thereof either portion wise or for the building as the Promoters may desire and all costs, charges, expenses by way of stamp duty and registration fee and all other expenses whatsoever shall be borne and paid by the Purchaser alone along with other prospective Purchaser of premises on pro-rata basis and contribution of the Purchaser shall be determined by the Promoters and the Contribution demanded by the Promoters shall be valid and binding upon the Purchaser and the Purchaser shall not object to or oppose or dispute the same in any manner whatsoever. Simultaneously along with convenyance and / or lease in respect of the said Property or any part thereof being executed by the Promoters, the Promoters shall also hand over possession of the said Premises to the Purchaser/s herein along with all other prospective Purchaser as the case may be,
- 11. It is expressly agreed that the Purchaser shall be entitled to the common areas and facilities along with the said Premises and the nature, extent and description of such common areas and facilities and proportionate undivided interest which the Purchaser will enjoy in the common areas and facilities appurtenant to the said Premises agreed to be sold is set out in the Second Schedule hereunder

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Condominium of Apartments Owners or Adhoc Committee shall be subject to over all paramount rights of the Promoters and control and management by the Promoters alone.

- 8. Notwithstanding what is contained to the contrary the Promoters shall be entitled to convey or cause to be conveyed or demise the said Property or any part thereof or portion or portions thereof to independent Society, Limited Company or Condominium of Apartments or Body of persons or association of persons as the case may be and the option to be selected and exercised by the Promoters shall be the sole option of the Promoters and the Purchaser confirm that neither the Purchaser herein nor any Body of prospective Purchase will be entitled to call upon or compel the Promoters to select any specific option as the case may be.
- 9. It is expressly agreed that it will be the sole option of the Promoters to convey or demise such land appurtenant with common or exclusive right to use as the Promoters may desire to any Society, Limited Company or Condominium of Apartments as the case may be and neither the Purchaser herein nor the Body of prospective Purchaser shall dispute, object or to oppose the decision of the Promoters in that behalf.
- Subject to terms of this Agreement being fulfilled and subject to provisions of 10. this Agreement the Promoters shall execute conveyance or conveyances in respect of the said Property or any part thereof or execute lease or sub-lease or under-lease in respect of the said Property or any part thereof either portion wise or for the building as the Promoters may desire and all costs, charges, expenses by way of stamp duty and registration fee and all other expenses whatsoever shall be borne and paid by the Purchaser alone along with other prospective Purchaser of premises on pro-rata basis and contribution of the Purchaser shall be determined by the Promoters and the Contribution demanded by the Promoters shall be valid and binding upon the Purchaser and the Purchaser shall not object to or oppose or dispute the same in any manner whatsoever. Simultaneously along with convenyance and / or lease in respect of the said Property or any part thereof being executed by the Promoters, the Promoters shall also hand over possession of the said Premises to the Purchaser/s herein along with all other prospective Purchaser as the case may be.
- 11. It is expressly agreed that the Purchaser shall be entitled to the common areas and facilities along with the said Premises and the nature, extent and description of such common areas and facilities and proportionate undivided interest which the Purchaser will enjoy in the common areas and facilities appurtenant to the said Premises agreed to be sold is set out in the Second Schedule hereunder

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written.

- 12. It is expressly agreed that the Purchaser shall be entitled to the Limited Common areas and facilities along with the said Premises and the extent, nature and description of such limited common areas and facilities and the proportionate undivided interest which the Purchaser will enjoy in the limited common areas and facilities appurtenant to the said Premises agreed to be sold is set out in the Third Schedule hereunder written.
- 13. It is expressly agreed between the Promoters and the Purchaser that the said Premises shall be utilised for residential purposes and car parking space/stilt parking shall be used only for parking vehicle pertaining to the Purchaser and for no other purpose of purposes whatsoever. The Purchaser agrees not to change use of the said Premises without prior consent in writing of the Promoters which the Promoters will be entitled to refuse if they so desire and any unauthorised change of user by the Purchaser shall render this Agreement void/voidable and the Purchaser in that event shall not be entitled to any such right arising out of this Agreement.
- 14. The Promoters have obtained a Report on title of the said Original Owners to the said Property more particularly described in the First Schedule hereunder written from M/s. K. A. Sanghvi & Co., Advocates dated 10th February, 2004 and a copy of the Certificate is annexed hereto and marked with letter "C". The Purchaser confirms having inspected the original title certificate and the Purchaser further confirms that the copy annexed hereto is the true copy of the original Certificate inspected by the Purchaser. The Purchaser accepts the said Title Certificate and the Purchaser agrees not to raise any further or other requisitions or objections to the title of the said Owners and/or Promoters to the said Property.
- 15. The said property in the City Survey Record stands in the name of the Owner and the Property Register Card in the name of the Owner and the copies of the Property Register Card in the name of the Owner are annexed hereto and marked with letter "B" and the Purchaser confirms that the inspection of the original records is taken by the Purchaser prior to the execution of these presents and the copies annexed are the true xerox copies of the original records inspected by the Purchaser.
- 16. It is expressly agreed that the said Premises shall contain (save and except car parking space, area covered under stilt which shall be of a normal brick structure with cement plaster and cement flooring) specifications, fixtures, fittings and amenities as set out in the Fourth Schedule hereunder written and the Purchaser confirms that the Promoter shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Premises.

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- 17. The Promoters confirm that they are developing the said Property in accordance with the sanctioned plans and the Floor Space Index available on the said Property is not utilised by the Promoters elsewhere.
- 18. The Purchaser confirms that the Promoters have given full free and complete inspection of documents of title in respect of the said Property including the Conveyance as referred to hereinabove and the Pruchaser confirm that he/she/they has/have entered into this Agreement after inspection the aforesaid documents.
- The Purchaser confirms that the instalments payable by the Purchaser under these presents shall be payable on the due dates without any delay or default as time in respect of payment of instalments and in respect of all amounts payable under these presents by the Purchaser to the Promoters is of the essence of the contract. If the Purchaser makes delay or default in making payment of any of the instalments or amounts the Promoters shall be entitled to interest at the rate of 18% per annum, on all such amounts and instalments from the date of default till payment and/or receipt thereof by the Promoters without prejudice to their other rights in law and under these presents. It is further agreed that on the Purchaser committing default in payment of either the instalments or any other amount or amounts under these presents on the due date (including his/her proportionate share of taxes, rates, cesses, other charges, betterment charges, maintenance charges and all other outgoings), the Promoters shall be entitled at their option to terminate this Agreement. PROVIDED AND ALWAYS that the power to terminate herein contained shall be exercised by the Promoters after giving the Purchaser 15 days prior notice in writing of their intention to terminate this Agreement and specifying the breach or breaches of the terms and conditions on account of which the Promoters intend to terminate the Agreement and if the Purchaser continues the default in remedying such breach or breaches within the stipulated period of fifteen days from the date of such notice from the Promoters, It is further agreed that upon termination of this Agreement as stated herein, the Promoters shall refund to the Purchaser the instalments of the sale price which the Purchaser may have till then paid to the Promoters but the Promoters shall not be liable to pay to the Purchaser any interest on the amount so refunded and upon termination of this Agreement and refund of the aforesaid amount by the Promoter, the Promoter shall be at liberty to dispose of and sell the said Premises to such person or persons at such price and on such conditions as the Promoters may desire and think fit in their absolute discretion and the Purchaser shall have no right in that behalf.
- 20. The Promoter will sell all premises intended to be constructed on the said Property with a view ultimately that the Purchaser of all the premises in the said

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buildings shall be admitted to such Co-Operative Housing Society, Limited Company or Condominium of Apartment of all such prospective Purchaser/s of premises (hereinafter referred to as "the said Organisation") and upon the Purchaser of all the premises in such building/buildings paying in full their respective dues payable by them to the Promoters and complying with the terms and conditions of their respective Agreements with the Promoter, the Promoter shall convey or demise and transfer or cause to be conveyed or demised and transferred the said Property in favour of the said Organisation of various premises Purchaser.

- 21. It is expressly agreed that the possession of the said Premises will be handed over by the Fromoters to the Purchaser by 30th __Provided the Promoters have received the full purchase price of the said Premises and the amounts payable by the Purchaser/s to the Promoters under these presents and provided the construction by the Promoters is not delayed on account of non-availability of steel, cement and other building material, water or electric supply and no act of God, Civil Commotion, Riot, War or any notice, order, rule notification of the Government and/or any other Public Body and/or Competent Authority has disturbed the construction schedule of the Promoters and there is no delay in Issue of Occupation Certificate and/or Building Completion Certificate by the Kalyan Dombivli Municipal Corporation and/or Planning Authority and circumstances beyond the control of the Promoters. If the Promoters for the aforesaid reasons beyond the control of the Promoters are unable to give possession of the said Premises by the date stipulated hereinabove then the Promoters agree that they shall be liable on demand by the Purchaser to refund to the Purchaser the amounts already received by them in respect of the said Premises with simple interest at the rate of 12% per annum from the date the Promoters received the sum till the dates the amounts and interest thereon is re-paid by the Promoters to the Purchaser. Till the said amount and interest as stated is refunded by the Promoters to the Pruchaser they shall subject to prior encumbrances if any, be charged on the said Property as well as the Premises in question. It is agreed that upon refund of the said amount together with interest as stated hereinabove the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the said Premises or against the said Property in any manner whatsoever and the Promoter shall be entitled to deal and dispose of the said Premises to any person or party as the Promoters may desire at their absolute discretion.
- 22. Upon the Purchaser being given License to enter upon the said Premises, he/she/they shall have no claim against the Promoters as regard the quality of the

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building material used for construction of the Premises or the nature of the construction of the said Premises or otherwise howsoever, provided that if within a period of two years from the date of grant of License to enter the said Premises any defect in the said Premises or the building in which the said Premises are situated or the material used therein or any unauthorised change in the construction of the said building, then, wherever possible such defect or unauthorised changes shall be rectified by the Promoters at his/their own cost and in case it is not possible to rectify such defects or unauthorised changes, then the Purchaser shall be entitled to receive from the Promoter/s reasonable compensation for such defect or change.

- 23. The Purchaser hereby agrees that in the event of any amount by way of premium of security deposits is payable to the Kalyan Dombivli Muncipal Corporation or to the the State Government or betterment changes or development tax or security deposits for the purpose of giving water connection, drainage connection and electricity connection or any other tax or payment of a similar nature becoming payable by the Promoter/s the same shall be paid by the Purchaser to the Promoters in proportion to the area of the said Premises and in determining such amount the discretion of the Promoters shall be conclusive and binding upon the Purchaser It it agreed that the betterment charges referred hereinabove shall mean and include prorate charges which the Purchaser may be called upon to pay by the Promoters in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cables, electric substation (if any) making and maintaing of Internal Roads, and access to the said property, drainage, lay out and all other facilities time to time till the charge of the said property is handed over to such Society or Limited Company or Condominium of Apartments as the case may be.
- 24. (A) The Purchaser shall at the time or grant of License to enter upon the said Premises pay to the Promoters the following amounts.
 - (1) Rs. 100 / towards membership fees
 - (2) Rs. 2501 towards share money.
 - (3) Rs. 15,000- towards cost of installation, electrical transformers, cables, deposits payable to M.S.E.B.
 - (4) Rs. \\\[\sum_{1000} \sum_{1000} \] towards legal costs.
 - (5) Rs. <u>U650</u> towards provisional outgoings for Municipal Taxes,

 Water Bill, Common Electric Bill, Maintenance Charges,

 Other Society Expenses.

Total Rs. 35,000 (Rupees Thirty Fire Housand only

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- (B) The aforesaid amount after deduction therefrom arrears of taxes and expenses mentioned in the Fifth Schedule and the expenses incurred in the formation of the Co.operative Society or Limited Company or Condominium of Apartment or legal expenses etc. will be transferred by the Promoters to the Society as and when such Co.operative Society or Limited Company or Condominium of Apartment is formed and after the Property is finally transferred to such Co.operative Society or Limited Company or Condominium of Apartment as the case may be, If, however, such Society of Limited Company or Condominium of Apartment is not formed, the said amount will be retained by the Promoters and the same will not be refunded to the Purchaser.
- 25. The Purchaser is aware that the Promoter has paid the full Stamp Duty on the Deed of Conveyances taken by the Promoter in his name as Promoter under the provisions of the Maharashtra Ownership Flats (Regulation and the permission of construction, sale, management and transfer) Act, 1963, of Royal Residency Cooperative Housing Society Ltd. (Proposed) or such other name as may be permitted by the Registrar of Co-operative Societies under Maharashtra Co-operative Societies Act, 1960. The Purchaser hereby undertakes to reimburse to the Promoter the said amount of Stamp Duty and Registration Fee paid by the Promoter on the said conveyance before taking by way of license to enter upon the said premises or prorata basis along with other Purchasers of premises in the said building.
- 26. Notwithstanding anything contained in this Agreement the Purchaser hereby agree to contribute and pay his/her/their proportionate share towards the costs, charges, expenses, municipal taxes, maintenance charges and outgoings in respect of the items specified in the Sixth Schedule hereto such share to be determined by the Promoters having regard to the area of each Flat/Car Parking Space/Stilt Parking. The Purchaser will not be entitled to ask for adjustment of the deposit amounts mentioined herein against the expenses, municipal taxes and outgoings.

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- 27. So long as each flat/car parking space/stilt parking in the said Building shall not be separately assessed for municipal taxes and water taxes, the Purchaser shall pay to the Promoters or to the said organisation when formed a proportionate share of the municipal tax and water tax assessed on the whole Building, such proportion to be determined by the Promoters on the basis of the area of each flat car parking space/stilt parking in the said Building. The Purchaser along with the other premises holders will not require the Promoters to contribute a proportionate share of the maintenance charges of the flat car parking space/stilt parking ect. which are not sold and disposed off by the Promoters. The Promoters will also be entitled to the refund of the municipal taxes on account of the vacancy of the said Premises.
- 28. The Purchaser shall from and after the date of receipt by him/her/them of the notice the Promoters to take License to enter the said Premises regularly pay every month irrespective of possession being taken or not a provisional amount of Rs.3.000/- towards taxes, salary of the persons appointed by the Promoters, to manage and look after the building, the Chowkidars, liftmen, sweepers, insurance premium etc. and other outgoing and expenses including the outgoing mentioned in the Fourth Schedule hereto.
- 29. The Purchaser shall not use the said Premises for any purpose other than as set out in these presents nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the said Building of for any illegal or immoral purpose or unauthorised purpose.
- 30. If the Promoters are not able to give possession of the said flat / car parking space/stilt parking to the Purchaser on account of any reasonable cause or circumstances beyond their control the Purchaser shall not be entitled to any damages whatsoever but he/she/they shall be entitled to remedies available under the Maharashtra Ownership Flats (Regulation of Promotion of Construction, sale, management and transfer) Act, 1963.
- 31. The Purchaser for himself/themselves with intention to bring all persons unto whosoever hands the said Premises may come doth/do hereby covenant with the Promoters as follows:-
- (a) To maintain the said Premises, at Purchaser own cost in good tenantable repair and conditon from the date of License to enter the said Premises is granted to the Purchaser's and shall not do or suffer to be done anything in or to the building in which the said Premises 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 said Premises is situated and the said Premises itself or any part thereof.

- (b) Not to store in the said Premises 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 said Premises 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 staircase, common passages or any other structure of the building in which the said Premises is situated or the said Premises on account of negligence or dafault of the Purchaser shall be liable for the consequences of the breach.
- (c) To carry at his/her own cost all internal repairs to the said Premises and maintain the said Premises in the same conditions, state and order in which it was delivered by the Promoters to the Purchaser and shall not do or suffering to be done anything in or to the building in which the said Premises is situated or the said Premises which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision the Purchaser shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.
- (d) Not to demolish or cause to be demolished the said Premises or any part thereof, not at any time make or cause to be made any addition or any alteration in the elevation and outside colour scherne of the Building in which the said Premises is situated and shall keep the portion, sewers, drains pipes in the said premises and appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the Building in which the said Premises is situated and shill not chisel or in any other manner damage to columns, beams, walls, slabs or R.C.C., pardis or other structural members in the said Premises without the prior written permission of the Promoters 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 insurance of the said land and Building in which the said Premises are situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, rage, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said land and the Building in which the said Premises is situated.
- (g) To pay to the Promoters within 7 days or demand by the Promoters his/her/ their share of maintenance charges, security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service

connection to the Building in which the said Premises is situated.

- (h) To bear any pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concered local authority and/or Government and/or other public authority, on account of change of user of the said Premises by the Purchaser, viz. user for any purposes other than for shopping/offices purpose.
- (i) The Purchaser shall not let, sub-let, transfer assign or part with the said Premises interest or benefit of this Agreement or part with the possession of the said Premises until all the dues payable by the Purchaser to the Promoters under this Agreement are fully paid up and only if the Purchaser had not ben guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has/have first obtained consent in writing of the Promoters which the promoters are entitle to refuse without assigning reasons.
- (j) The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Condominium of Apartment may adopt at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection the concerned local authority or Government or giving water, electricity or any other service connection to the Building in which the said Premises is situated.
- (h) To bear any pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Premises by the Purchaser, viz. user for any purposes other than for shopping/offices purpose.
- (i) The Purchaser shall not let, sub-let, transfer assign or part with the said Premises interest or benefit of this Agreement or part with the possession of the said Premises until all the dues payable by the Purchaser to the Promoters under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-obeservance of any of the terms and conditions of this Agreement and until the Purchaser has/have first obtained consent in writing of the Promoters which the Promoters are entitled to refuse without assigning reasons.
- The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Condominium of Apartment may adopt at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the premises 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 or Govenment and other Public Bodies. The Purchaser shall also observe and perform all the

stipulations and conditions laid down by the Soceity/Limited Company or Condominium of Apartment regarding the occupation and use of the said Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- (k) Till a Conveyance or demise of Building in which the said Premises is situated is executed, the Purchaser shall permit the Promoters and his/their surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said land and Building or any part or whole of the Premises to view and examine the state and conditions thereof.
- (I) The Purchaser of shop premises shall not be entitled to run, conduct or operate any flour mill or 'chakki' as popularly known in the said property at any time hereafter.
- 32. At the time of registration of Conveyance or lease of the said property the Purchaser shall pay to the Promoters the Purchaser's share of stamp duty and registration charges payable, by the said Society or Limited Company or Condominium of Apartment on the Conveyance or any document or instrument of transfer in respect of the said land and the building to be executed in favour of the Society or Limited Company or Condominium of Apartment without any delay or default.
- 33. The Purchaser shall from the date of his/her taking possession maintain the said Premises at his/her/their cost in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said building or the said Premises, staircase, lift, stilt portion and common passages which may be against the rules and bye laws of the Kalyan Dombivli Municipal Corporation or any other authority and nor shall Purchaser change alter or make additions to or to said Building or any part thereof. The Purchaser shall be responsible for any breach of this provision which shall render this Agreement void as hereinafter appearing.
- 34. Provided it does not in any way affect or prejudice the rights of the Purchaser in respect of the said Premises the Promoters shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said Property more particularly described in the First Schedule hereunder written.
- 35. The Purchaser shall not let, sub-let, sell, transfer, assign, or part with his/her/ their interest under or benefit of this Agreement or part with possession of the said Premises without the prior permission in writing of the Promoters.
- 36. The Purchaser and the person to whom the said Premises are permitted to be transferred, shall from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoters or the Co-operative Society and/or the Limited Company and/or Condominium of Apartment/Owners (as the case may

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be) and may require for safe guarding the interest of the Promoters and/or the Purchaser and other Purchaser in the said Property more particularly described in the First Schedule hereunder written.

The Purchaser and the person to whom the said Premises is permitted to 37. transfer with the written consent of the Promoters shall observe and perform all the provisions of the bye-laws and/or the rules and regulations of the Co.operative Society or Limited Company or Condominium of Apartment as and when required and/or all the provisions of the Memorandum and Articles of Association of the Limited Company, when incorporated and/or the Condominium of Apartments as and when required and/or all the provisions of the Memorandum and Articles of Association of the Limited Company, when incorporated and/or the Condominium of Apartments and the addition alterations or amendments thereof for the observance and carrying. out the Building Rules and Regulations. Bye-Laws and the Development Control and Regulations for the time being of the Kalyan Dombivli Municipal Corporation and other local and/or public bodies. The Purchaser and persons to whom the said Premises are allowed to be transferred shall observe and perform all the stipulations and conditions laid down by such Co-operative Society or Limited Company or Condominium of Apartments as the case may be regarding the occupation and use of the said Premises and the said Property and shall pay and contribute regularly and punctually towards rates, cesses, taxes and/or expenses and all other outgoings. It is agreed between the Promoters and the Purchaser that commencing a 38. week after the notice on the writing is made by the Promoters to the Purchaser that the Premises is ready for use and occupation the Purchaser shall be liable to take the License to enter the same and pay the proportionate share (i.e. in proportion to the floor area of the said Premises) all outgoings in respect of the said Property and the proposed Building including local taxes, cesses, rates and other charges, betterment charges and all other rules by the local authority, government, water charges Insurance charges, maintenance charges, common lights, repairs, salaries of clerks Bill Collector's charges, Chowkidar and Sweeper charges, maintenance charges and all other expenses necessary and incidental to the administration, management and maintenance of the said Property and the said Building and until the said Property is transferred to any Co-operative Society, Limited Company or Condominium of Apartment as the case may be the Purchaser shall pay to the Promoters the proportionate share of outgoings as may be determined by the Promoters. The Purchaser further agrees that till the Purchaser share is so determined the Purchaser shall pay to the Promoter, the provisional monthly contribution of Rs.3,000/- per month towards such outgoings and taxes the amount so paid by the Purchaser to the

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Promoter shall not carry any interest and remain with the Promoter only a Conveyance is executed in favour of any Sociey, Limited Company or Condominium of Apartment as the case may be, subject however to the provisions of Section 6 of the Maharasthra Ownership Flats Act, 1963. On such Conveyance being executed the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Promoters to the Society of Limited Company or Condominium of Apartment/ Owners as the case may be. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings and charges regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

- 39. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Limited Company or Condominium of Apartment/Owners or towards the outgoings, legal charges and shall utilise the amounts only for the purposes for which they have been received.
- 40. The Purchaser shall form of the Purchaser along with the other Purchaser who have taken or who may take the other Premises in the said Building form a Co-operative Society or Limited Company or Condominium of Apartment. The rights of the Purchaser of the said Premises will be recognised and regulated by the provisions of the said Co-operative Society or Limited Company or Condominium of Apartment and the rules and regulations framed by them thereunder.
- 41. On receipt by the Promoters the full payment of the amounts due and payable by them, the Purchaser of all the premises and not earlier than________, 200______ the Promoters shall co-operate with the Purchaser in forming and registering or incorporating a Co-operate Society or Limited Company or Condominium of Apartment as the case may be subject to the rights of the Promoters under this Agreement and the Conveyance to be executed in pursuance hereof when the Co-operative Society or Limited Company or Condominium of Apartment is registered or incorporated of formed as the case may be and all the amounts due and payable to the Promoters shall execute or cause to be executed Conveyance in favour of any such Co-operative Society or Limited Company or Condominium of Apartments as the case may be.
- 42. The Purchaser along with the other Purchaser of premises in the said Building shall join in forming and registering a Co-operative Housing/Premises/Society, Limited Company or Condominium of Apartment/Owners as the case may be and for that purpose also from time to time sign and execute applications for registration and

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papers and connected and other documents necessary for formation of such Society, Limited Company or Condominium or Apartment/Owners and to become member and sign and return all the documents including bye-laws within seven days of receipt thereof time being of the essence so as to enable the Promoters to register the Organisation of the Purchaser under Section 10 of the Maharashtra Ownership Flats Act, 1963 within the time limit prescribed by Rule 8 of Maharashtra, Ownership Flats Act (Regulation of the Promotion, Construction, Sale, Management and Transfer) Rules 1964. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye laws or the Memorandum of Association and Articles of Association as may be required by the Registrar of Co-operative Societies or Registrar of Companies and in the Condominium of Apartment/Owners as the case may be by any other Authority Competent in that behalf.

- 43. M/s. Parimal K. Shroff & Co., Advocates & Solicitors of the Promoters shall prepare the Conveyance or lease and all other documents to be executed in pursuance of these presents as also the Bye Laws and the Memorandum and Articles of Association in connection with the Co-operative Society of the Limited Company or the Condominium of Apartment/Owners as the case may be and all costs, charges and expenses including stamp duty, registration charges and other expenses in connection with the preparation and execution of the Conveyance and other documents and the formation or registration or incorporation of the Co-operative Society or Limited Company or Condominium of Apartment/Owners as the case may be shall be borne and paid by all the Purchaser of the said Premises in the said Property in proportion to the respective area of the respective Premises.
- 44. The stamp duty and registration charges incidental to this Agreement shall be borne and paid by the Purchaser alone. The Purchaser shall immediately after the execution of this Agreement inform the Promoters the Serial No. under which and date on which this Agreement is lodged for registration to enable the promoter to attend and admit execution of this Agreement before Sub-Registrar of Asssurances.
- 45. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served it posted to the Purchaser under certificate of posting at the address hereinbefore stated:

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^{46.} Nothing contained in these presents shall be constructed to confer upon the Purchaser any right title or interest of any kind whatsoever into or over the said Property and the Premises or any part thereof such conferences to take place only

upon the execution of the conveyance in favour of a Limited Company or a Cooperative housing/premises/Society or Condominium of Apartment/Owners or an incorporated body to be formed of the Purchaser of all premises in the building as herein stated.

- 47. The Purchaser shall have no claim save and except in respect of the particular Premises, common area and facilities and limited common areas and facilities appurtenant thereto and hereby agreed to be acquired, i.e. all other areas including terraces, etc. will remain the Property of the Promoters until the whole of the said Property is transferred to the Co-operative Society or Limited Company or Condominium of Apartment/Owners as herein provided subject to the rights of the Promoters as contained in this Agreement.
- 48. The Purchaser shall at no time demand partition of his/her/their interest in the said Building and/or Property, it is being hereby agreed and declared by the Purchaser that his/her/their such interest in the said Premises is impartible.
- 49. The Promoters shall always have a right to get the benefit of additional F.S.I. for construction authorities concerned and also to make the addition, alterations, raise storeys or put up additional structures as may be permitted by the Kalyan Dombivli Municipal Corporation and other and other competent authorities such additions structures and storeys will be the sole property of the Promoters alone who will be entitled to use the terrace including the parapet wall for any purpose including display of advertisements and sign boards/Terrace Garden, open air restaurant and the Purchaser shall not be entitled to raise any objection or claim or any abatement in the price of the Premises agreed to be acquired by his/her/them and/or claim any compensation or damage on the ground of inconvenieneces or any other ground whatsoever from the Promoters.
- The Purchaser hereby expressly agrees and covenants with the Promoters that in the event of all the Wings of the said proposed buildings on the said Property and/or all the Buildings on the said property being not ready for occupation simultaneously and in the event of the Promoters offering licence to enter upon the said Premises to the Purchaser or handing over possession of the said Premises simultaneously on the execution of Conveyance in respect of the said Property earlier than completing all the Wings and all the buildings on the said Property then and in that event the Purchaser shall have no objection to the Promoters completing the construction of the balance wings or buildings on the said Property without any interference of objection by the Purchaser. The Purchaser further confirm that he/she/ they shall not object or dispute construction of the balance building or buildings, wing or wings or part or parts thereof by the Promoters or their assigns on the ground of

nuisance, annoyance or any other ground or reason whatsoever and the Promoter shall be entitled to either transfer or though any nominees to construct and complete the said wing or wings or building or buildings on the said Property as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser.

- 51. The Promoters shall in respect of any amount remaining unpaid by the Purchaser under the terms and conditions of this agreement shall have a first lien and charge on the said Premises agreed to be purchased by the Purchaser.
- 52. The Purchaser hereby covenants to keep the said Premises, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and condition and in particular so as to support shelter and protect the parts of the Building other than the said Premises. The Purchaser further covenants not to chisel or in any other manner damage the colums, beams, slabs, or R.C.C. Partition or walls or other structural members without the prior written permission of the Promoters. The breach of this conditions shall cause this Agreement to ipso facto to come to an end and the earnest monies and all other amounts paid by the Purchaser to the Promoters shall stand forfeited and the Promoters shall be entitled to deduct from the balance payments made by the Purchaser such amounts as they may find proper to compensate for the damage so caused and if such payments are inadequate, they shall be entitled to recover further amounts from the Purchaser to compensate for the damage so caused and the Purchaser hereby consents to the same. The decision of the Promoters in that regard shall be final and binding upon the Purchaser who shall not dispute the decision of the Promoters in this regard.
- 53. The Purchaser shall not do or cause to be done any act or thing which may render void or voidable any insurance of any of the said Building or cause any increased premium to be payable in respect thereof.
- It is expressly agreed that the Promoter shall be entitled to put a hoarding on the said Property or on the Building or Buildings on the said Property or any parts of the Building or Buildings on the said Property and the said hoardings may be illuminated or comprising of neon sign and for that purpose Promoters are fully authorised to allow temporary or permanent construction or erection in installation either on the exterior of the said Building or on the said Property as the case may be and the Purchaser agree not to object or dispute the same.
- 55. It is agreed that the Promoters shall be entitled without affecting the rights of the Purchaser to the said Premises including the area thereof to revise the building plans in respect of the said Building and to utilise the total F.S.I. and the development rights available in respect of the said Properly as the Promoters may desire and the

Purchaser hereby irrevocably consents to the right of the Promoters to revise and modify the building plans in respect of the said Property time to time.

- 56. It is expressly agreed between the Promoters and the Purchaser and the Purchaser confirms that he/she/they are aware that the Promoters are likely to receive additional F.S.I. and/or development rights are likely to be received by the Promoters on the said Property from the adjoining property and in such event of Promoters receiving additional F.S.I. and/or development rights (T.D.R.) the Promoters shall be entitled to construct either additional floor or floors on the said Building or any part thereof or construct any additional structure on the said Property in the open compound as may be permissible either as Annexe structure or as an independent structure as the Promoters may desire and in the aforesaid event the Promoters shall be entitled to deal with, dispose of, alienate, encumber or transfer such additional floor or floors or premises and building or buildings or structures for such consideration to such party as the Promoters may desire without reference or recourse or consent of the Purchaser in any manner whatsoever and the Purchaser agrees not to dispute or object to the same.
- 57. The Purchaser shall not decorate the exterior of the said Premises otherwise than in any manner agreed to with the Promoters under this Agreement.
- 58. That the Society shall always be known as "Royal Residencey Co-operative Society Limited" and the name of the Co-operative Society or Limited Company or Condominium of Apartments to be formed shall bear the said name and this name shall not be changed without the written permission of the Promoters.
- 59. In the event of any co.operative Society being formed and registered before the sale and disposal by the Promoters of all the premises and the powers and authority of the Society or Limited Company or Condominium of Apartment/Owners so formed or the Purchaser and other holders of the premises shall be subject to the over all authority and control of the Promoters in respect of all the matters concering the said Building and, in particular the Promoters shall have absolute authority and control as regards the unsold premises and the same and disposal thereof. PROVIDED AND ALWAYS the Purchaser hereby agrees and confirms that in the event of the said Co.operative Society being formed earlier the said Co.operative Society and/or Limited Company or Condominium of Apartment/ Owners earlier than the Promoters deal with or dispose of the said Building on the said Property then and in that event any allottee or purchaser of premises from the Promoters shall be admitted to such Co.operative Society, Limited Company or Condominium of Apartment/Owners on being called upon by the Promoters without payment of any premium or any additional charges save and except Rs.250/- for the share money and Rs.100/-as

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entrance fee and such allottee purchaser or transferee thereof shall not be discriminated or treated prejudically by such Co.operative Soceity, Limited Company or Condominium of Apartment/Owners as the case may be.

- 60. Any delay or indulgence by the Promoters in enforcing the terms of this Agreement of any for forbearance or giving of time to the Purchaser shall not be contrued as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall be same in any manner prejudice the rights of the Promoters.
- 61. PROVIDED AND ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives in respect of the construction of these presents or concerning anything herin contained or arising out of the Premises or as the rights liabilities or the duties of the said partie hereunder the same shall be referred to Arbitrators of two persons one to be appointed by each party. The arbitrators shall appoint an Umpire before entering upon the reference. The provisions of the Indian Arbitration Act shall apply to such reference.
- 62. This agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flat Act, 1963 and the Maharashtra Ownership Flat Rules 1964 and any other provisions of law applicable thereto.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of property bearing Survey No. 71, Hissa Nos. 1, 2, 3, 4, 5, 6 and 7 admeasuring 18,200 Sq.Yds. equivalent to 15,385.62 Sq.Mtrs. or thereabouts, situate at Kalyan, Taluka Kalyan, within the limits of Kalyan Municipal Corporation Registration District Thane.

THE SECOND SCHEDULE ABOVE REFERRED TO :-

DESCRIPTION OF COMMON AREAS & COMMON FACILITIES.

- 1. Common areas shall include.
- (a) Areas covered under the external and internal walls and pardis (built up areas).
- (b) Staircases, lobbies, passage and landings, common terraces (excluding pocket/ attached terrace abutting certain flats and, as such, exclusively allotted to Purchaser of the said flat) open spaces appurtenant to the building including garden.

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- 2. Common facilities in the building shall include:
- (a) Overhead and underground water storage tanks and water pipes, water meter, pump room with pumps and accessories.
- (b) Drainage and sewerage, including septic tank and soak etc.
- (c) Electrical common load wiring, starters/switches and all common wirings.
- (d) Common lights, in staircases, landings, gates, terrace and compounds.
- (e) Unallotted open bathroom spaces.
- (f) Compound gate/s.
- (g) Common compound walls.

THE THIRD SCHEDULE ABOVE REFERRED TO :

Prorata right along with all Purchasers of premises in the said property in limited common areas and facilities i.e. to say:

- (1) Staircase
- (2) Entrance Hall
- (3) Lift, lift machine room (if any).

THE FOURTH SCHEDULE ABOVE REFERRED TO : LIST OF AMENITIES.

1. Garden : Common Lay out Landscape garden with Children Playing

amenities

2. Structure : Building will be R.C.C. frames, ground shopping & park stilt

with seven upper floors structure with brick walls & water

proofing treatment on terrace.

3. Lift : Lift of well known reputed make :

4. Flooring : Ceramic tiles (Johnson/Somani/Sonara/Orient or equivalent)

flooring in living room as well as in bed room, passage and

in kitchen with 4" skirting.

5. Kitchen : Granite kitchen platform with built in-stainless steel sink and

2'00" dado of decorative colourful glazed tiles above the

platform.

6. Bathroom, W.C.: Full glazed decorative colourful tiles on walls & flooring in

bathroom & W.C.

7. Plumbing : High Grade Concealed Plumbing with Branded C.P fittings

will be provided in bathroom, w.c. and Kitchen.

8. R.C.C. Loft : R.C.C. Loft will be provided above bathroom & w.c.

9. Main Door : Main Door of the flat with Sunmica/venier tinish from outside

with number plate, magic eye, call bell, fancy handle with

Godrej night latch lock.

Jung (

10. Door & Window: All others internal doors are flushed doors & windows of

good quality teak wood duly oil painted with good quality

aluminium section or aluminium fittings.

11. Bath & W.C. : Bathroom & W.C. doors of Alluminium with a panel ofDoor : Laminated Sheets of Super quality with marble frame.

12. Sliding Window: Alluminium Sliding windows with heavy section provided in

living room and bedroom.

13. Electric Fittings : a) Call Bell.

b) 1 Zoomers Pts., 1 Fan Pts., 1 light Pts., 1 Plug Pts., 1
 T.V. Common Anteena Plug, Telephone Plug in living room

c) 1 Light Pts., 1 Fan Pts., 1 Lamp Pts., 1 Plug Pts., 1 T.V., common anteena plug, and telephone plug in bedroom.

d) 1 Light Pts., 1 Fan Pts., 1 Exhaust Fan Pts., 1 Mixer Plug., 1 Fridge 15 Amp. Pts., 1 Extra 5 Amp. Plug Pts. in kitchen.

e) 1 Light Pts. In passage, 1 Light Pts., In W.C., 1 Plug of 15 Amp. Pts. in bathroom for Geyser.

f) E.L.C.B. (Circuit Breaker) will be provided at the main power distribution junction of the fiat.

14. Water, Supply : Adequate water supply through overhead storage tank and

underground section tank with electric motor affixed in pump

room.

15. Painting : External colour painting by Sandtex matt and Snowcem

combination and internal with colour white wash.

16. Entrance : Marble/Granite decorative entrance.

NOTE: The Promoters reserves the rights to make changes or amendments in construction and amenities so stated and described.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

(Schedule of Expenses and Charges)

1. The expenses of maintaining, repairing, redecorating, etc. of the main structure and in particular the terrace, gutters and rain water pipes, of the building, water pipes, lift and electric wires in, under or upon the building and enjoyed or used by the flat/premises holder/s in common with the other occupiers of flats and the main entrance, passages, landings, lift and staircases of the building as enjoyed

by the flat holder/s used by him/her/them in common as aforesaid and the boundary walls of the building, compound, terraces, etc.

- 2. The cost of cleaning and lighting the passages, water pump, landings, staricases, lift, common lights and other parts of the building used by the flat holder/s in common as aforesaid.
- 3. The cost of the salaries of clerks, bill collectors, lift-man, chowkidars, pump-man, sweepers etc.
- 4. The cost of the working and maintenance of common light, water pump lift and other service charges.
- 5. Deposits for Building, water-meter, electric-meter, sewer line etc.
- 6. Municipal and other taxes such as water charges bills, development charges, electricity charges bill cess, levy and revenue N.A. taxes etc.
- 7. Insurance of the building.
- 8. Such other expenses as are necessary or incidental for the maintenance and upkeep of building.
- It is hereby expressly agreed that Service Tax if any applicable on this Agreement / Transaction / Contract shall be borne by the Purchasers alone.

Agreeme Agreeme

WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first herein above written.

SIGNED SEALED AND DELIVERED)	Man
by the withinnamed "PROMOTERS")	
M/S. ROYAL ENTERPRISES)	
in the presence of)	0/
DA 2		
SIGNED SEALED AND DELIVERED)	\bigcap
by the withinnamed "PURCHASER")	(V. Vine
MR/M RS/M/s/M ISS. <u>Sachin</u>)	Man
Madhukar Pow Honkour &	.)	, with
Mrs. Manjusha Sachin Paithanko	*)	Swage
in the presence of)	: //
RECEIVED of and from the)	
withinnamed Purchaser/s a sum of)	
(Rupees Ffy Housand		-
only only)	Rs. 20,000/-
drawn on HDFC Bank	-	
branch World for being the		
the amount within menitioned)	
to have been paid by him/her/them)	
to us)	
Cha 1101 777503		WE SAY RECEIVED :
		FOR M/S. ROYAL ENTERPRISES
WITNESSES:		FOR M/S. ROYAL ENTERPRISES PARTNERS

कल्याण डोबिवली महानगरपालिका, कल्याण जा क.कडामगा/नावि/बांग/के कि १०५ - ६५ कल्याण- चीववली महापालिका कार्यालय कल्याण विवक ११ (६) १०४

कार्याना दत्सामय पिंपले त इतर मांचे क मुन्य स्थारक - की महिंद हिमराम् हारियालउतर टारा -की आजित निरमुंड नास्तुबिह्यकार कुलान.

विषय:- स.नं. ७ १ स्थार मंजि- किया मंजि किया मं

मर्ट्यां अगरेश दि 🤊 : 🛪 र ८ : 🛪 । वा औ अगिल सिउहारी । वास्तुशिलाकाः यांच भार्षत यांच वर्लला आहे

उभादत्था के हिए - लक्ष्में - क्विल्यपेन प्रश्नाता क्वित सामि करता विकास भारताना विकास आहे. नृतनीकरण करताना विवास विकास आहे. नृतनीकरण करताना विवास विकास आहे. नृतनीकरण करताना विवास विवास विकास आहे. नृतनीकरण करताना विवास नियमित्या विकास आराख्यक्याच्या अनुमंगाने छानती करण्यात येईल.

२) नकाणात..... रंगाने केलंल्या दुरुरूया आपल्यावर बंधनकारक राहतील.

- ३) में जिल्हाधिकारों, ट्रांगे यांजकडून बांधकाम चाल् करावयाचे अगांटर विनरांगी परवानगी घेण्याची जबाबटारो तुमच्यावर राहिल व जिन अतीच्या परवानगीची एक मटब प्रत काम सुरु करावयाच पंघरा (१५) दिवस अण महानगरणिकंकडे पाठविण आवश्यक गहिल्य
- अधिकाम चार्य करण्यागुर्वी (३) दिवस आधी महागातिका कार्याटयास लेखी कठविण्यांत याव
- ५) ही परवानमी आपल्या मारुकाच्या कव्यावीरू अभीती व्यक्तिवेका जमीनीवर बांधुकाम आगर विकास करण्यास ह देत नाही
- ६) बांधकाम या सोबतस्या मंत्रूर केलंख्या नकाणा प्रमाण आणि घालून दिलंख्या अटोप्रमाणे करता येटेल
- ७) बाईभित व जीत्यागर्येत अधिकाम झाल्यानंतर तास्तुशिल्पकाराचे मंजूर नकाशाप्रमाणे अधिकाम केल्याबाबतचे प्र महानगरणालिकेस सादर करण्यात याते व इक्ष्ण्येल कार्यालयाकडून तपासणी करून घेउनच त्या नंतरच जीत्या अधिकाम करावे
- ८) एठाँटचे ह्रद्रोत दमारती भोसती माकळ्या साहावयाच्या आगत बदल कर नय त त्यामध्य कोणत्याही प्रकारचे कर नये
- वांधव्यमात कारावही प्रकारमा फेरफार पूर्व परवानमी विवयमाणिताय कर नये तसे केख्याच आढळून आख्या बांधकाम परवानमी स्ट्रंट बाल्टी अस् समजण्यात वर्षेट
- १०) <mark>उमारतोच्या अ</mark>धिकामाच्या सुरक्षितचो (स्ट्रवचरल संप्टो)जबाबदारी सर्वस्वी आपरी वास्तुशिलाकार व स्थापत्य हि यांचेवर महिल
- ् ११) । बांधकाम पूर्णसंस्था दाखारक दागरपरवानमो घतल्यारियकाच इमारतीस वापर करु नय करु<mark>चास कायंदरगोर कार</mark>

- १७) नवीन इमारतीस मजूर नकारा प्रमाण सप्टोबः टेक पाष्टिज य सन्तास भविष्य काळात जवळच्या मळिनस्सरण निळयस स्वखार्चाने नगर अभियंता यांचे परवानगीन जोडणे आवश्यक सहिल संप्टोक टेक विहोरी पासून कमीत कमी ५० फुट अंतरावर असणे आवश्यक आहे
- १५) सांडपाण्याचे व पागाळ्याचे पाणी महानगरपारिकात्या गटायत स्वाख्यांने नगर अभियता याच्या प्राती प्रमाण साजाव लागेल. सांड पाण्याच्या बाबतीत आरोग्य खात्याचे प्रमाण्याचे असल्या शिवाय वापर गरवाना देण्यात येणार नाही
- १६) बाधकामाचे मंदरीयले रस्त्यावर टाकावयाच झाल्यास महानगरणालिकदेया बाधकाम खात्याची गरवानगी घेण आवश्यक सहोल व त्या करिता नियमाप्रमाणे लागणासी सकस्य स्व स्वत्रझाल्यास त्या सकस्यस्तित) भरावी लागल
- १७) बांधकामाच्या बंठो निरुपयाणी माल (मंट्रोयुर्ट) महान्तरापुरिका सांग्ल त्या ठिकापो स्वखावनि बाहून टाकल। पाहिज
- श्र्या वाधकामार्च्या संभावताली सोडलेल्या खुल्या वागित कमीत कमी १)अ शिकि: २)गुलमोहर, ३)चिच. ४)निलिगरी.
 ५)करंज पैकी एकूण दहा ब्रांड लायून त्यांची जागायना केली गाहिज तसेच सदा। अस्तोत्वात असलेली ब्रांड तोडण्यापूर्वी परवानगी घेण बंधनकारक आहे.
- १९) नकाशांत^{्र}दीखंविल्याप्रमाणे बांधकामाचा फक्त <u>सहणसाठी/वाणिज्य/ श्रेक्णिक/अमेनिकि</u> उपयोक करावा
- २०) नागरी जमीन कमाल मर्यादा अधिनियम १९७६ मधोल तरतूदीप्रमाण जागा बाधीत होत असल्यासत्याची सर्वस्वी जबाबदारी आपलेवर राहिल
- २१) जागेतून किंवा जागेजबळून अतिदाब विद्युववाहिनी जाव असल्यास बांधकाम करण्यापूर्वी संबंधीत खाल्याकडून - नाहरकत दाखला घेतला पाहिज
- २२) जाया महामार्ग किंवा रेल्वे मार्गास सन्मुख लागून किंवा जवळ असल्यास संबंधीत खाल्याकडूने बाधकाम करण्यापर्वी नाहरकेत देखिला घेतला पाहिले
- २३) बाधकामाकड किंवि इमारतीकडे जांण्या येण्याच्या मार्गाची जबाबटारी संपूर्णणण अग्यलेकड गाँहेल बाबकाम परवानण नियाजित रस्त्याप्रमाणे दिला असल्यासत्या रस्त्याचे काम महानगरगालिकेच्या साथी प्रमाण व ष्राधान्यते प्रमाण कले जाईल व तसा रस्ता होई गावेती इमारताकडे जाण्या येण्याच्या मार्गाची जबाबटारो सर्वस्त्री आपली राहील
- .२४) जागेत जुने भाडेकर असल्यास त्यांच्या बावत योग्य ती त्यवस्था करावयाची जबाबदारी मालकाची गहिल व मालक भाडेकर् <mark>यामध्ये काही</mark> बाद असल्यास हिंवा निर्माण, ज्ञाल्यास त्यांच निकारण मालकान करणे आन्तरयक राहील य
- 🕥 🥶 'न्त्याबार्बतीत् महनिगरपंर्तिका जवाबंदार गहणार नाही
- २६)' ं संदर्भ जागेस्मं पाण्याच्या नेसुग्रोस निचरा श्रीतं आसल्याय ता इक्जोल परवानगो जिलाय वक्क अथवा यह करू नय
- २६) सटर प्रकरणो चुकोची भूपूर्णे माबिसो दिल्लो असल्याम मटर बानकाम परवानगो अयरहर करणेत गईल
- .२५) , सदर आगेत (बिंहीर असरियास ती इकडील परिवानमी शिवाय गुजबू नये
- २८) अध्यक्तम पूर्ण झाल्यावर पिण्याच्या पाण्याचे कनेक्यान मिर्ह्मण्याकरिता महानगरपारिरक्षेत्रक जगागदामै सहपार नाही किंदा पिण्याच्या पिण्यासादी महानगरपारिकत हमी अंगार नाही
- २९) सदर जागेत बांधकाम करण्याबाबतचा पूर्वीचा परवाना असेल तर ती याल्डारे रहंद झाला असे समजण्यात यावे.
- एटाराचे व पावसाचा निचरा होणंकरिता महानगरगास्त्रिकचा गटासस जोडणंसाठीस पक्कण स्वरुपाची गटार बाधावीत
- 3१) ं बांधकामासाठो व पिण्याच्या पाण्यासाठो नद्धाचे कनेक्शन मिटाणार नाहो त्यासाठो बोअरबेलचे काम करावे लागेल
- भृखंडासमोरोल रस्ता पक्क्या स्वरुपान तथार केल्याखेरीज वापर परवाता मिळणार ताही.
- ३३) जागंच्या मालको हक्कागागत कायदेशोर बाद निर्माण झाल्यास त्याचे निराकरण करण्याची जगागदारी आगलो राहील
- (३४) पिण्याचे पाणो महापालिके तर्फे उपलब्धतेनुसार दिले जाउंतर, य त्यासाठी आवश्यक नो जलवाहिनो क.डो.म.पा., पाणो पुरवठा विभागातर्फे दिलेल्या निर्देशानुसार स्वख्नचनि टाकणे आवश्यक राहिल
- ३५) सञ्जम अभियंत्याच्या देखांरखोखालो प्रस्तावित बांधकाम है भारतीय मानक संस्थित प्रमाणित केल्याप्रमाणे भूकपराधक केल्याबाबतचा दाखला बांधकाम सुरु करण्यापूर्वी व बाधकाम पुणितचा दाखला घंताना सादर करणे बंधनकारक गहील
- ३६) इमारतोच्या आतारात प्रवेश न करता धनरा उचलभा याया अणा मध्यतीने कचरा कुहीची रचना करण्यात यावी
- ३७) क.डो.म.पा.च्या निर्देशानुसार सोरउडो उपकरणे प्रसावण वधनकारक राहील
- ३८) म.स.वि.मं कडून विज पुरवटा घेण्यास क हो.म.पा को हरकत नाही
- ३९) भविष्यात रस्ता रुंदोकरणासाठी जागा त्यागल्यास तो क द्यां.म.गा.स उमारतोच्या सामासिक अतरामधून विनामुल्य उपलब्ध **करुन दयाबी लागेल**

सहाय्यक संचालक सहाय्यक संचालक बांधकाम परवानगो मंजूरो करणा सहायी सही व हुद्दा

लिका, कल्याण. जा.क. कडोंमपा/नरवि/बांप/कार्च १६८ - ४६ कल्याण-डोविवली महापालिका कार्यालय, कल्याण. दिनांक :- १) न्ह्-रुप higher ind *दिस्सभा*भाषा क्षा १५ पा मध्यारक्य प्रदेश । अ मह्या है भगन हिस्सा व इतर . येथे बांधकाम करण्याच्या मंज्रोबावत. संदर्भ :- आपला दि. १७ ६ ७ ५ चा श्री. जिनित निरमुड रि रि जार क्षेत्रः ७३३७,०० सामी यांवे मार्फत सादर केलेला अर्जे. महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे कलग ४५ अन्वचे सि.स.नं. हिनं १ ने ७

- १. ही बांधकाम परवानगी दिल्याचे तारखेपांसून एक वर्ष पर्यंत वैध असेल. नंतर पुढोल वर्षासाठी परवानगीचे नूतनीकरण मुदर्त संपर्ण आधी करणे आवश्यक राहिल. अशा प्रकारचे नुतनीकरण फनत तीन वर्ग करता थेईल. वंश गुन्तील चांगकाम पूर्ण करणे आवश्यक आहे. नुतनीकरण करतांना किंवा नवीन परवानगी घेताना त्यावेळी अस्तित्वात आलेल्या नियनाच्या व नियोजित विकास आराखडयाच्या अनुषंगाने छाननी करण्यांत येईल.
- २. नकाशात एंगाने केलेल्या दुष्कन्या आगल्यावर वंधनकारक गहनील.
- ३. में. जिल्हाधिकारी, ठाणे यांजकडून बांधकाम चालू करावयाचे अगोदर विनशेती परवानमी घेण्याची जवाबदारी तुमच्यावर राहिल व विन शेतीच्या परवानमीची एक सत्य प्रत काम सुरू करावयाचे पंधरा (१५) दिवस अगोदर महानगरपालिकेकडे पाठविणे आवश्यक राहिल.
- र्थ. **बांघकाम चालू करण्यापूर्वी (७) दिवस आधी महापा**लिका कार्यालयास लेखी कळविण्यांत यावे.
- ५. ही परवानगी आपल्या मालकाच्या कब्जातील जमीनी व्यक्तिरोक्त जमीनीवर बांधकाम अगर विकास करण्यास हक्क देत नाही.
- ६. **बांधकाम या सोवतच्या मंजूर केलेल्या नकाशा प्रमाणे आ**णि घालून दिलेल्या अटीप्रमाणे करता येईल.
- ७. वाडेभिंत व जोत्यापर्यंत बांधकाम झाल्यानंतर वास्तुशिल्पकाराचे मंजूर नकाशाप्रमाणे वांधकाम केल्यावावतचे प्रमाणपत्र, महानगरपालिकेस सादर करण्यात यावे व इकडील कार्यालयाकडून तपासणी करून बेऊनच त्या नंतरच जोत्यावरील बांधकाम करावे.
- ८. फ्लॉटचे हदीत इंमारती भोवती मोकळपा सोडावयाच्या जागेत बदल करू नये व त्यामध्ये कोणत्याही प्रकारचे बांधकाम करू नये.
- ९. वांधकामात कोणतेही प्रकारचा फेरफार पूर्व परवानगी घेतल्याशिवाय करू नये. तसे केल्याचे आढळून आल्यास सदरची वांधकान परवानगी रद्द झाली असे समजण्यात येईल.
- १०. इमारतीच्या बांधकामाच्या सुरिक्षततेची (स्ट्क्चरल सेप्टी) जवाबदारी सर्वस्वी आपले वास्तुशिल्पकार व स्थापत्य विशारद यांचेवर राहिल.
- ११. बांधकाम पूर्णतेच्या दाखला वापरपरवानगी घेतल्याशिवाय इमारतीचा वापर करू तये. केल्यास कामोलार कार्यवाही करण्यात होईल्ल

- १३. नकाशात दाखविलेल्या गाळयांच्या संस्थेमध्ये व नियोजनामध्ये पूर्वपरवानमी शिवाय वदल कर नर्ग
- १४. नियीन शास्तिय मंजूर नकाशे प्रमाणे संप्टीक टक पाहिल व सडास भविष्यकात्व्या जवत्व्य्या मलिनस्सरण निरुक्तस स्यःखचीन नगरअभियंता यांचे परवानगीने जोडणे आवश्यक सहिल. संप्टीक टॅक विहीसे पसून कमीत कमी ५० फुट अंतरावर असणे आवश्यक आहे.
- १५. सांडपाण्याचे व पागोळवाचे पाणी महानगरपालिकेच्या गटारात स्व:खर्चाने असल्या परावा परावी प्रमाणे साडावे लागेल. सांडपाण्याच्या बावतीत आरोग्य खात्याचे प्रमाणपत्र असल्या शिवाय वापः परवाना देण्यांत येणार नाही.
- १६. **बांधकामाचे मटेरीयल रस्त्यावर टा**कावयाचे झाल्यास महानगरपालिकेच्या दाधकाम खात्याची परवानमी घेणे आवश्यक राहील व त्या करिता नियमाप्रमाणे लागणारी स्कम (व दंड झाल्यास त्या स्कमेसहीठ) भरावी लागेल.
- १७. बांधकामाच्या वेळी निरूपयोगी माल (गटेरीयल) महानगरपालिका सांगेर्ड त्या ठिकाणी स्व:खचाने बाहून टाकला पाहिजे.
- १८. बांधकामाच्या सभोवताली सोडलेल्या खुल्या जागेत कमीन कमी (१) अशोक, (२) गुलमोहर, (३) विच, (४) निजियते, (५) करंज पैकी एकूण दहा झाडे लावून त्यांची जोपासना केली पाहिजे नमेन महा। अम्तीत्वान असलेली झाडे नोडण्यापूर्वी परवानगी घेणे बंधनकारक आहे.
- १९. नकाशात दाखनिल्याप्रमाणे बांधकामाचा फक्त राहणसाटा / करिष्ट्रज्य / ऋंक्षीयष्य / श्रीक्षीत्रक उपयोग करावा.
- २०. नागरी जमीन कमाल मर्यादा अधिनियम १९७६ मधील तरतूदीप्रमाणे जागा बाधीत होत असल्या सत्याची सर्वस्वी जबाबदारी अपलेवर राहिल.
- २१: जागेर्तून किंवा जागेजवळून अतिदाव विद्युतवाहिनी जात असल्यास बांधकाम करण्यापूर्वी संबंधीत खात्याकडून गहरकत दाखला धेतला पाहिजे.
- २३. बांधकामाकडे किंवा इमारतीकडे जाण्या—येण्याच्या मार्गाची जवाबदारी संपूर्णपणे आपलेकडे राहिल बांधकाम परवानगी नियोजित रस्त्याप्रमाणे दिली असल्यास त्या रस्त्याचे काम महानगरपालिकेच्या सोयीप्रमाणे व प्राधान्यतेष्रमाणे केले जाईल व तसा रस्ता होई पावेती इमारतीकडे जाण्या—येण्याच्या मार्गाची जवाबदारी सर्वस्वी आपली राहील.
- २४. जागेत जुने भाडेकरू असल्यास त्यांच्या वावत योग्य ती व्यवसीं। करावयाची जवाबदारी मालकाची राहिल व मालक भाडेकरू यामध्ये काही वाद असल्यास किंवा निर्माण झाल्यास त्याचे निकारण मालकाने करणे आवश्यक रहील व त्याबाबलीत महानगरपाला जवाबदार राहणार नाही.
- ३५. सदर जागेतून पाण्याच्या नैसुर्गीस निचरा होत असल्यास तो इकडील परवानगीशिवाय वळवू अथवा यद करू नये.
- ३६: सदर प्रकरणी चुकीची सपूर्ण माहिती दिली असल्यास सदर बांग्काम परवानगी रद्द करणेत येईल.
- २७. सदर जागेत विहीर असल्यास ती इकडील गरवानगी शिवाय वजवू नये.
- न्द्रः नांभकाष् पूर्ण बाल्यावर प्रिण्याच्या माण्याचे क्लेक्शन गिलण्य करिता महानगरपास्क्रिकेट जयायदारी ग्रहणार गाही किंदा प्रिण्याच्या प्रिण्याच्या प्रिण्याच्या भूकानगरपास्क्रिक हमी पेणार माही २००७ देन देवि र्विट्रिंग भागता क्लान्यरान्ति । "ज्राकी
- २९. सदर जागेत बांधकाम करण्यावाबतचा पूर्वीचा गरवाना असेल तर ती याद्वारे रद्द झाला असे समजण्यात यावे.
- ३०. गटाराचे य पावसाचा निश्रप होणेकरिता महानगःपालिकेचा गटारास जोडणेसाठी पक्क्या स्वरूपाची गटारे बांधावीत.
- ३१. बांधकामासाठी व पिण्यान्या पाण्यासाठी नळाचे कनेक्शन मिळणार नाही त्यासाठी बोअखेलचे काम करवे लागेल. -
- ३२. भूखंडासमोरील रस्ता पक्क्या स्वरूपात तयार केल्याखेरीज वापर परवाना मिळणार नाही.
- ३३. जागेच्या मालकी हक्कायायत कायदेशीर वाद निर्माण झाल्यास त्याचे निर्मकरण करण्याची जवायदारी आपली राहील.
- ३४. पिण्याचे पाणी महापालिके तर्फे उपलब्धतेनुसार दिले जाईल व त्यासाठी आवश्यक तो जलवाहिनी क.डॉ.म.पा. पाणी पुरवठा विभागातर्फे दिलेल्या निर्देशानुसार स्व:खर्चाने टाकणे आवश्यक ग्रहिल
- ३५. सक्षम अभियंत्याच्या देखरेखीखाली प्रस्तावित वांधकाः हे भारतीय मानक संस्थेने प्रमाणित केल्याप्रमाण भूकंपरोधक केल्यावायतचा दाखेला बांधकाम सुख करण्यापूर्वी व बांधकाम पूर्णतेचा दाखला घेता ना सादर करणे वंधनकारक ग्रहील.
- ३६. इमारतीच्या आवारात प्रवेश न करता कचरा उचलता यावा अशा पदतीने कचरा कुंडोची रचना करण्यात यावी.
- ३७. के.डॉ.म.पा. च्या निर्देशानुसार सौरउर्जा उपकरणे वसविगे वंधनकारक ग्रहील.
- ३८. म.रा.वि.मं. कडून विज पुरवठा घेण्यास क.डों.म.पा. ची हरकत नाही.
- ३९. भविष्यात रस्ता रूदोकरणासाठी जागा लागल्यास ती वाडों माण्य स इमारतीच्या सामासिक अंतरामधून विनामुल्य उपलब्ध त्वरूत् द्यावी लागेल क्ष्रिया परका उपलब्ध करूर द काबी जाठाठदारी ए की पुरका असारका नाइस्तरी

-9-

क्र.महसुल/क-१/टे.७/एनएपी/एसआर-५५/२००४ जिल्हाधिकारी कार्यालय ठाणे दिनांक : ३०/७/२००४

वाचले :-

- 9) में. धी दत्तात्रय स्टील वर्कस तर्फे प्रमोटर गजानन दत्तात्रय पिंपळे व इतर यांचे कुळमुंखत्यारी श्री. महेंद्र हेमराज हरिया रा. ४/९८, अमृत व्हीला, आर ए किडवाई रोड, वडाळा मुंबई ३५ यांचा दिनांक २/७/२००४ चा अर्ज.
- २) तहसिलदार कल्याण यांचेकडील चौंकशी अहवाल क्र.जिमनवाय/टे.२/कावि/१०७३/एमआर-५८/०४ दि.१४/७/२००३ २) स्थळ पहाणी अहवाल जमीनवाय/टे-२/क्रावि-१०७३ दि १४/७/२००४
- ३) कल्याण-डोंबिवली महानगर पालिका यांचेकडील बांधकाम परवानगी क्र. कडामपा/नरवि/वांप/ कवि/१०५-४५ दि.११/६/२००४
- ४) उपजिल्हाधिकारी वं सक्षम प्राधिकारी उल्हासनगर नागरी संकुलन ठाणं यांचेकडील आदेश क्र युएलसी/युएलएन/६(१) एसआर-२५६ कल्याण दि. २१/६/२००० २)क्र.युएलसी/युएलएन/ सेक्शन २२/वशी-२५९ दि. २६/५/२००४

सामान्यशाखा (भूसंपादन विभाग) यांचेकडील पत्र क्र.सामान्य/का-४/ट-३/भूसं/कावि-५०९७ दिनांक १५/७/२००४

दैनिक '' ठाणे वैभव '' या वृत्तपत्रा मध्य दिनाक ५/७/२००४ रोजी प्रांसेध्व कलला जाहरकामा अर्जदार यांनी सादर केलेले दि. २/७/२००४ रोजीचे हमीपत्र.

आदेश :-

ज्या अधीं, म. धी दत्तात्रय स्टील वर्कस तफें प्रमांटर श्री. गजानन दत्ताबर चेपक के इतर यांचे कुळमुखत्यारी श्री. महेंब्र हेमराज हरिया रा. ४/९८. अमृत व्हीला. आर ए किञ्चवर्ष राष्ट्र बङाळा मुंबई ३१ यांनी ठाणे जिल्हयातील कल्याण तालुक्यातील मींजे- कल्याण वेथील म.नं ७१/१,७१/५,७१/५,७१/५,७१/५,७१/७ क्षेत्र १५३८०-०० चौ.मी. मधील आपल्या मालकीच्या जमीनतील १२३४०-०० चौ.मी. एवढया जागेचा रहिवास व वाणिज्य या विगरशेतकी प्रयोजनार्थ वापर करण्याची परवानगी मिळण्याबाबत अर्ज केलेला आहे.

आणि ज्या अर्थि अर्जदार यांनी दि.५/७/२००४ रोजी अर्जदार यांनी दैनिक'ठाण वंभव 'या वृतपत्रात जाहिरात दिलेली होती व त्यावर मुदतीत कोणतीही हरकत/तक्रार या कार्यालयाकडे प्राप्त झालेली नाही.

त्या अर्थी आता महाराष्ट्र जमीन महसुल अधिनियम १९६६ चं कलम ४४ अन्वयं जिल्हाधिकारी ठाणे यांच्याकडे निहित करण्यांत आलेल्या अधिकारांचा वापर करुन उक्त जिल्हाधिकारी याद्वारे, मे. धी दत्तात्रय स्टील वर्कस तर्फे प्रमोटर १) श्री गजानन दत्तात्रय पिंपळे २) यां चंदा विटठी मिस्त्री २) श्रीमती इंदिरावाई लक्ष्मण काळे ३) श्री माधव दत्तात्रय पिंपळे ४) श्रीमती निलम नरेंद्र इहाणूकर रा. कल्याण ता! कल्याण जि.ठाणे यांना तालुका कल्याण मधील मौजे-कल्याण येथील य नं ७१/१,७१/२,७९/३,७९/४,७९/५,७९/६,७९/७ क्षेत्र १५३८०-०० चौ.मी. मधील १२५४०-०० चौ मी पैकी १९९८-१७ चौ.मी. क्षेत्राची रहियास य ३६१-८३ चौ.मी. वाणिज्य या विगर शतकी प्रयाजनार्थ वापर करण्याबाबत पुढील शर्तीवर अनुज्ञा (परमीशन) देण्यांत येत असून कल्याण डाविवर्ली महानगरपालिके कडील मंजुर वांधकाम नकाशाप्रमाणे खालील क्षेत्रावर बांधकाम अनुज्ञेय नाही

१. रोड सेट वॅक एरिया

२२४०-७४ चौ.मी.

२. कोर्ट बिल्डींग रिझर्व्हेशन एरिया

१४६-६५ चौ.मी.

- २. अनुजाग्राही व्यक्तीने (ग्रॅटीने) अशा जमीनीचा वापर व त्यावरील इमारतीच्या आणि किंवा अन्य बांधकामाचा उपयोग उक्त जमीनीचा ज्या प्रयोजनार्थ उपयोग करण्यांस परवानगी देण्यांत आली असेल त्या प्रयोजनार्थ केवळ केला पाहिजे. आणि त्याने अशी जमीन किंवा तिचा कोणताही भाग किंवा अशी इमारत यांचा इतर कोणत्याही प्रयोजनार्थ जिल्हाधिकारी ठाणे यांच्याकडून तशा अर्थाची आगाऊ लेखी परवानगी मिळविल्याशिवाय वापर करता कामा नय इमारतीच्या वापरावरुन जमिनीचावापर ठरविण्यांत येईल.
- ३. अशी परवानगी देणा-या प्राधिका-याकडून अशा भूखंडाची किंवा त्यांचे जे कोणतेही उपभूखंड करण्या बाबत मंजूरी मिळाली असेल त्या उपभूखंडाची आणखी पोट विभागणी करता कामा नयं
- ४. अनुजाग्राही व्यक्तीने (अ) जिल्हाधिकारी व संवंधित नगरपालिका प्राधिकरण यांचे समाधान होईल अशा रीतीने अशा जमीनीत रस्ते,गटारे वगैरे वांधून आणि (व) भूमापन विभागा कडून अशा भूखंडाची मोजणी व त्यांचे सीमांकन कठन ती जमीन या आदेशाच्या तारखं पासून एक वर्षाच्या आंत मंजूर आराखडया प्रमाणेच काटेकोरपणं विकिसत केली पाहिजे. आणि अशा रीतीने ती जमीन विकिसत केली जाई पर्यंत त्या जमीनीची कोणत्याही रीतीने विल्हेबाट लावना कामा नय
 - अनुज्ञाग्राही व्यक्तीस असा भूंखंड विकावयचा असेल किंवा त्यांनी इतर प्रकारे विल्हेबाट लक्ष्यायचीं असेल तर अशा अनुज्ञाग्राही व्यक्तीने तो भूखंड या आदेशात आणि सनदीमध्ये नमूद कलेल्या शर्तीचे पालन करुनच विकणे किंवा अशा शर्तीनुसारच त्याची अन्य प्रकारे विल्हेबाट लावणे आणि त्यांचे निष्पादित केलेल्या विलेखात तसा खास उल्लेख करणे हे त्यांचे कर्तव्य असेल.
 - या सोबत जोडलेल्या स्थळ आराखडयात आणि किंवा इमारतीच्या नकाशात निर्दिष्ट फल्क क्ष्मण इतस्या जोते क्षेत्रावर बांधकाम करण्या विषयी ही परवानगी देण्यांत आलेली आहे. पट्ट भूखंडातील नकाशात दर्शविल्या प्रमाणेच उर्वरित क्षेत्र विना बांधकाम माकळे साडले पाहिज
- ६अ) प्रस्तावित बांधकाम हे नकाशात दर्शविलेल्या मजल्या पेक्षा जास्त मजल्याचे असु नय
- ७. प्रस्तावित इमारत किंवा कोणतेही काम (असल्यास) त्यांच्या बांधकामास सुरुवात करण्यापुर्वः अनुज्ञाग्राही व्यक्तीने (ग्रॅंटीने) कल्याण-डोंबिवली महानगरपालिका यांची असे वांधकाम करण्याविषयाची आवश्यक ती परवानगी मिळविणे हे अशा व्यक्तीवर वंधनकारक असेल
- अनुज्ञाग्राही व्यक्तीने सोबत जोडलेल्या नकाशात दर्शविल्या प्रमाणे सीमांतिक मोकळ अंतर (ओपन मार्जीनल डिस्टेंसेस) सोडले पाहिजे.
- ९. या आदेशाच्या दिनांका पासून एक वर्षाच्या कालावधीत अनुज्ञाग्राही व्यक्तीन अशा जमीनीचा बिगर शेती प्रयोजनासाठी वापर करण्यास सुरुवात केली पाहिजे. मात्र वेळोवेळी असा कालावधी वाढविण्यांत आला असेल तर ती गोष्ट अलाहिदा. अनुज्ञाग्राही व्यक्तीन उपराक्त प्रमाण न केल्यास ही परवानगी रदद करण्यांत आली असल्याचे समजण्यांत येईल.
- 90. अनुज्ञाग्राही व्यक्तीने अशा जमीनीचे बिगर शेतकी प्रयोजनार्थ वापर करण्यांस ज्या दिनांका पासून सुरुवात केली असेल किंवा ज्या दिनांकास त्यांने अशा जमीनीच्या वापरात वदल केला असल तर तो दिनांक त्याने एक महिन्याच्या आंत तलाठया मार्फत कल्याण तहसिलदारांस कळविले पाहिजे जर तो असे करण्यांस चुकेल तर महाराष्ट्र जमीन महसुल (जमीनीच्या वापरातील वदल व बिगरशेतकी आकारणी) नियम १९६९ मधील नियम ६ अन्वये त्याच्यावर कार्यवाही करण्यांस असा अनुज्ञाग्राही पात्र ठरेल.
- 99. सदरहू आदेशाच्या दिनांकापासून सदर अनुज्ञाग्राहीने त्या जिमनीच्या संबंधात दर चौ.मी महो कपये २-७२-४ दराने विगर शेतकी आकारणी दिली पाहिजे. किंवा परवानगीच्या तारखंच्या पूर्वलक्षी प्रभावाने अथवा त्यानंतर अमलात येणारे विनशेती दराने विनशेती आकार दर्श बंधनकारक राहिल. अशा जिमनीच्या वापरात काणत्याही प्रकारचा वटल करण्यांत आला तर त्या



- --३-- क्र.महसुल/क-१/टे.७/एनएपी/एसआर-५५/२००४
- 93. भूमापन विभागाकडून जमीनीची मोजणी करण्यांत आल्या नंतर अशा जमीनीचे जितके क्षेत्रफळ आढळून येईल तितक्या क्षेत्रफळानुसार या आदेशात आणि सनदीमध्ये नमूद केलेले क्षेत्र तमेच बिगरशेतकी आकारणी यांत बदल करण्यांत येईल.
- 9४. सदर जमीनीच्या विगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून दोन वर्षाच्या कालावधीत अनुज्ञाग्रीने अशा जमीनीवर आवश्यक ती इमारत बांधली पाहिजे. अन्यथा सदरहू आदेश रह समजण्यांत येईल. व अनुज्ञाग्राही यांना अकृषिक परवानगीसाठी नव्याने अर्ज सादर करावा लागल.
- 94. पुर्वीच मंजूर केलेल्या नकाशाबरहुकुम अगोदरच वांधलेल्या इमारतीत अनुज्ञाग्राहीने कोणतीही भर वालता कामा नये किंवा ती मध्ये कोणताही फरबदल करता कामा नय मात्र अशी भर वालण्यासाठी किंवा फेरबदल करण्यासाठी जिल्हाधिका-यांची परवानगी घेतली असेल आणि अशा भरीचे किंवा फेरबदलाचे नकाशे मजूर करुन घेतले असतील तर ती गाष्ट वेगळी
- 9६. अनुज्ञाग्राही व्यक्तीने आजुवाजुच्या परिसरांत अस्वच्छता व घाण निर्माण होणार नाही अभा रीतीने आपल्या स्वतःच्या खर्चाने आपली पाणीपुरवठयाची व मांडपण्याचा निचरा क्ररण्याची व्यवस्था केली पाहिजे.
- 9७. जमीनीच्या विगरशेतकी वापरास प्रारंभ केल्याच्या दिनाका पासून एक महिन्याच्या कालावशीत अनुज्ञाग्राही व्यक्तीनं महाराष्ट्र जमीन महसुल (जमीनीच्या वापरात वदल य विगरशतकी आकारणी) नियम १९६९ यातील अनुसूची पाच मध्ये दिलेल्या नमुन्यात एक सनद कठन तकत तीत या आदेशातील सर्व शर्ती समाविष्ट करणे त्यास वंधनकारक असंग
- 9८. या आदेशात आणि सनदीमध्ये नमूद् केलेल्या शर्तीपैकी कोणत्याही शर्तीचे अनुज्ञाग्राही व्यर्क्तान उल्लंघन केलयास उक्त अधिनियमाच्या उपबंधान्वये असा अनुज्ञाग्राही ज्या कोणत्याही आस्तीय पात्र ठरेल त्या शास्तीस बाधा न येऊ देता ठाण्याच्या जिल्हाधिका-यास तो निर्दिण्ट करेल असा दंड आणि आकारणी भरल्यानंतर उक्त जमीन किंवा भूखंड अर्जदाराच्या ताव्यात राहू दण्याचा अधिकार असेल.
- 9८अ. वरील खंड १८ मध्ये काहीही अंतर्भूत असले तरीही या परवानगंच्या तरतूटीविरुद्ध जाऊन कांणतीही इमारत किंवा वांधकाम उभं करण्यांत आले असेल किंवा तरतूटी विरुद्ध या इमारतीच्या किंवा वांधकामाचा वापर करण्यांत आला असल तर विभिद्धिंट मुदर्ताच्या आत अशा रीतीने उभारलेली इमारत काढून टाकण्या विषयी किंवा तीत फेरवदरा करण्याविपयी टाण्याच्या जिल्हाधिका-याने निर्देश देणे विधी संमत असल तसंच ठाण्याच्या जिल्हाधिका-याला अशी इमारत किंवा वांधकाम काढून टाकण्याचे किंवा तीत फेरवल करण्याचे काम करवून घेण्याचा किंवा त्या प्रीत्यर्थ आलेला खर्च अनुज्ञाग्राही व्यक्तीकडून जमीन महसुलाची थळवाकी म्हणून वसुल करन घेण्याचा अधिकार असेल
- 9९. दिलेली ही परवानगी मुंबई कुळवहिवाट व शेतजमीन अधिनियम १९४८, महाराष्ट्र ग्रामपंचायत अधिनियम आणि नगरपालिका अधिनियम इ.सारख्या त्या वेळी अंमलात असलेल्या इतर कोणत्याही कायद्याचे कोणतेही उपबंध प्रकरणाच्या अन्य संबधीत वार्बाच्या बावर्तात लागू हातील त्या उपबंधाच्या अधिन असेल.
- २०. अनुझाम्राही यांनी विगरशंतकी आकारणाच्या पाचपट रक्कम क ६९५५५/- (अक्षरी रु.एकोणसत्तर हजार एकशे एक्कावन्न मान्न) रुपांतरीत कर (कन्व्हर्श । टॅक्म) व प्रभाकित जाम मध्ये अकृषिक परवानमी धेणे पूर्वी वापर सुरु केल्यामुळे होणारी दंडर्न य रक्कम रु.१.४९.३०७/- शासन जमा करणे आवश्यक आह. परंतु त्या पंकी तलाठी सजा कल्याण यांच कडील पावती क्र ०८४७८८९ दि. १५/४/०४ अन्वये एकूण दंडनीय रक्कम रु.१,४९.३०७/- रकमे पैकी रक्कम

--४-- क्र.महसुल/क-१/टे.७/एनएपी/एसआर-५५/२००४

२१. अनुज्ञाग्राही यांनी कल्याण-डोंबिवली महानगरपालिका यांचे कडील मंजूर नकाशावरहुकुमच बांधकाम केले पाहिजे.

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अनुज्ञाग्राही यांनी कल्याण डोंबिवली महानगरपालिके कडील बांधकाम नकाशा व्यतिरिक्त जादा बांधकाम केल्यास अगर बांधकामा मध्ये बदल करुन जादा चटईक्षेत्र निर्देशांक वापरल्यास अनुज्ञागाही हे महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ चे कलम ५२ अन्वये फांजदारी स्वरुपाचा गुन्हा दाखल करण्यांस पात्र रहातील व असे जादा बांधकाम दूर करण्यांस पात्र राहील.

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प्रति.

मे. धी दत्तात्रय स्टील वर्कस तर्फे प्रमोटर गजानन दत्तात्रय पिंपळे व इतर

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K. A. SANGHAVI & CO.

KIRIT A. SANGHAVI ADVOCATE

ADVOCATE, PROPERTY & SOCIETY CONSULTANTS

203, Purvee Chambers, Behind Nagar Parishad, Vasai Road (W.) ©: 95250 - 234 9345

TITLE CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

Sub: Property bearing S.No.71 H.Nos.1 to 7, of Village Kalyan, Tal. Kalyan, Dist.Thane.

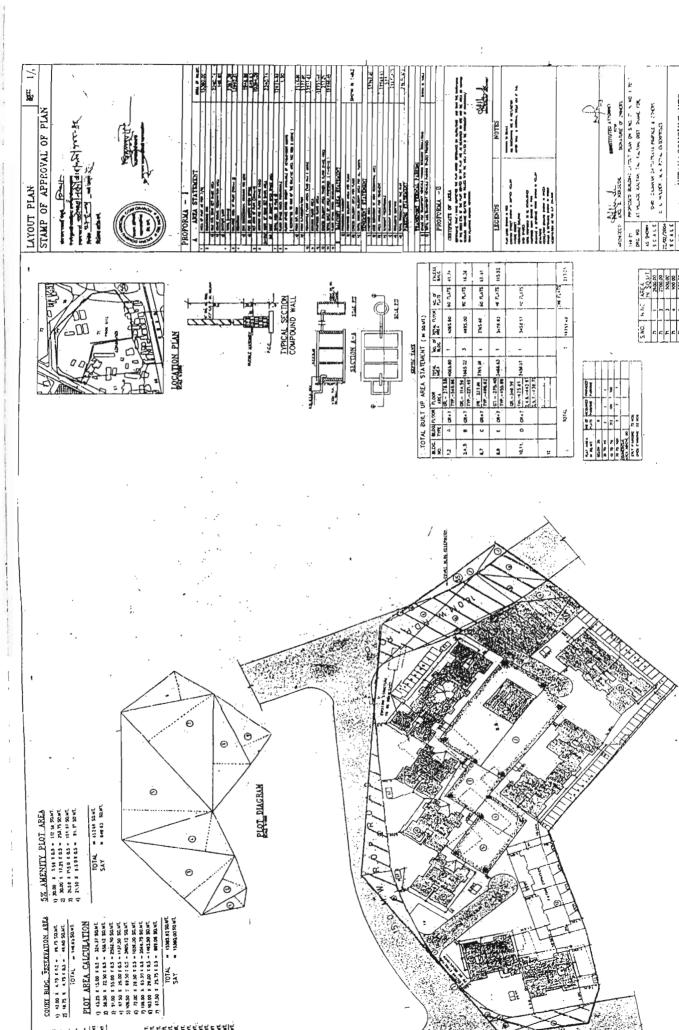
This is to certify that we have taken search in respect of above property in Sub-Registrar's office at Kalyan & Mumbai from 1975 to 2004 and in our opinion title to the said Property is clear, Marketable and free from all encumbrances in favour of M/S Royal Enterprises Subject to available record

For K. A. SANGHAVI & CO.

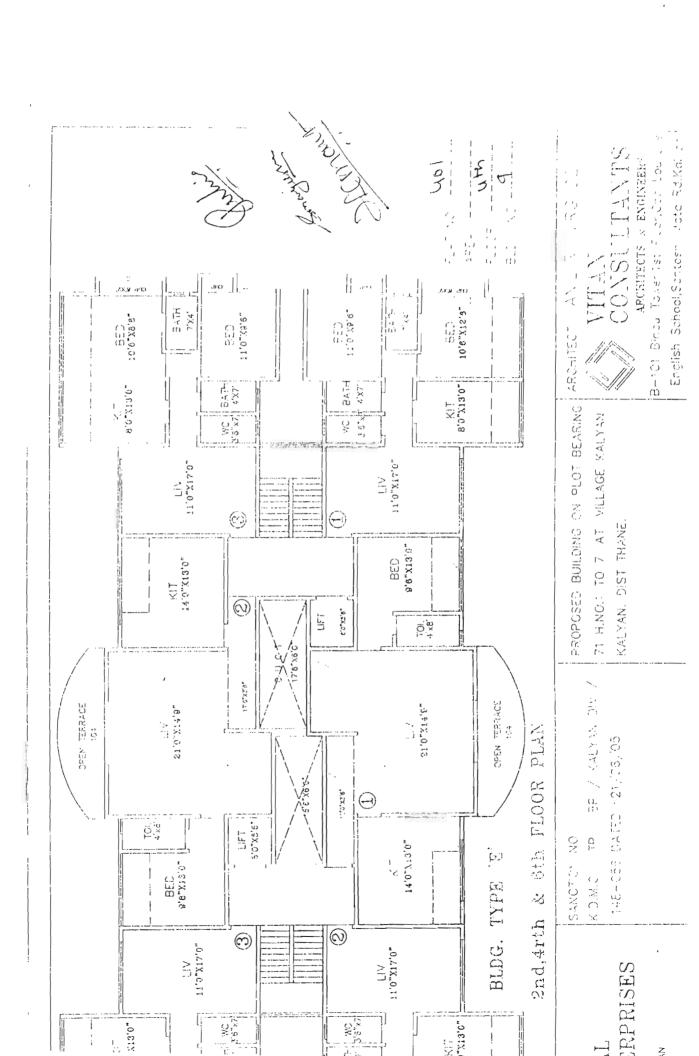
(KIRIT A SANGHAVI)

ADVOCATE.

Dated. 10/02/2004.



VITAN CONSULTANTS



26/09/2006

दुय्यम निवंधकः

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दस्त गोषवारा भाग-1

कलन2

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कल्याण 2

दस्त क्रमांक :

6049/2006

दस्ताचा प्रकार: करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

नावः सचिन मधुकर पैठणकर - -पत्ताः घर/फ़्लॅट नः -

गल्ली/रस्ता: -

ईमारतीचे नावः तीर्थधाम कॉम्पलेक्स

ईमारत नं: -

पेठ/वसाहत: कल्याण

शहर/गाव:-तालुकाः -पिन: -

पॅन नम्बर: ABBPP0105B

लिहून घेणार

वय 33

सही





नावः मंजूषा सचिन पैठणकर - -

2 पत्ताः घर/फ्लॅट नः वप्र गल्ली/रस्ताः -

ईमारतीचे नावः -

ईनारत नं: -

पेट/वसाहतः -शहर/गाव:-

तालुका: -पिन: -पॅन नम्बर: - लिहून घेणार

वय 30

सही





नावः मे. रॉयल एंटरप्रायजेस तर्फे हेमंत हरीया

AAAFR1378Q - -

पत्ता: घर/फ़्लॅट नं: अगीत व्हिला वडाळा मुंबई-31

गल्ली/रस्ताः -

ईमारतीचे नावः -

ईमारत नं: -

पेट/वसाहतः -

शहर/गाव:-

तालुकाः -

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ğ

लिहून देणार

वय







दस्त गोषवारा भाग - 2

कलन2 दस्त क्रमांक (6049/2006)

दस्त क्र. [कलन2-6049-2006] चा गोषवारा

बाजार 'मुल्य :1800000 मोबदला 1800000 भरलेले मुद्रांक शुल्क : 72600

दस्त हजर केल्याचा दिनांक :26/09/2006 11:38 AM

निष्पादनाचा दिनांक : 25/09/2006

दस्त हजर करणा-याची सही:

दस्ताचा प्रकार :25) करारनामा

शिक्का क्र. 3 ची वेळ : (कबुली) 26/09/2006 11:41 AM

दस्त नोंद केल्याचा दिनांक: 26/09/2006 11:41 AM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात.

1) शैलेश ठक्कर - - ,घर/ज़्लॅट नं:

गल्ली/रस्ता: -

ईमारतीचे नावः -

ईमारत नं: -

पेठ/वसाहतः कल्याण

शहर/गाव:-तालुका: -

पिन: -

2) विनोद सिंह - - ,घर/फ़्लॅट नं: -

गल्ली/रस्ताः -

ईमारतीचे नावः -

ईमारत नं: -

पेठ/वसाहत: -शहर/गाव: कल्याण

िवंधकाची राही

तालुका: -

कल्याण 2

पिन: -

प्रमाणित अरण्यात वंते की ५९ पान साहेत

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शिक्का क्र. 1 ची वेळ : (सादरीकरण) 26/09/2006 11:38 AM

शिक्का क्र. 2 ची वेळ : (फ़ी) 26/09/2006 11:40 AM

शिक्का क्र. 4 ची वेळ : (ओळख) 26/09/2006 11:41 AM

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पावती क्र.:6051 दिनांक:26/09/2006

पावतीचे वर्णन

नांव: राचिन मधुकर पंडणकर्

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980 ंनक्कल (अ. 11(1)), पृष्टाकनाची नक्व

(3T. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->

एकत्रित फ़ी

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दु. निबंधकाची सही, कल्याण 2

द्य्यम निवंधक: कल्याण 2

दस्तकमांक व वर्ष: 6049/2006

नारणी ५३ म

Tuesday, September 26, 2006

11;42;16 AM

सूची क्र. दोन INDEX NO. II

Rean 63 m e

गावाचे नाव :

कल्याण

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणा देतो की पटटेदार ते नमूद करावे) मोबदला रू. 1,800,000.00

बा.भा. रू. 1,800,000.00

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

(1) सर्वे क्र.: 71 वर्णनः स नं 71/1ते7 येथील रॉयल रेसिडन्सी मधील वि नं.9 चौथा मजला सदनिका नं 401 क्षेत्र

77.69 चौ मी कारपेट ******* विभागाचे नाव - गावाचे नाव : कल्याण (कल्याण डोंबिवली महानगरपालिका), उपविभागाचे नाव - 1/1 - विभाग.(10-अ) कल्याण उत्तर (अ) कल्याण उत्तर प्रभागाची व्याप्ती : [पूर्वेस - चिकंणघर, कोळीवली व गंधारे यांची पश्चिम हद] उत्तरंस | वाडंघर व कोळीवली यांची दक्षिंण हद्द] पश्चिमेस - [भिवंडी कडून येणा-या रस्त्यांच्या उत्तरेकडील खाडीचा भाग] दक्षिणेस- [भिवंडी रस्त्या पासून कल्याण - मुरवाड पर्यायी रस्ता ,चिकणघर गावाच्या पश्चिम हदीपर्यंत] व आधारवाडी गांवठाण. सदर मिळकत सर्व्हें. नंबर - 71 मध्दे आहे. (1)93.23

(3)क्षेत्रफळ

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)-

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

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

(1) मे. रॉयल एंटरप्रायजेस तर्फे हेमंत हरीया AAAFP.1378Q - -; घर/फ़्लॅट नं: अमीत व्हिला वडाळा मुंबई-31; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.

(1) सचिन मधुकर पैठणकर - -; घर/फ़लॅट नं: -; गल्ली/ररता: -; ईगारतीये नाव: नीर्थधाप कॉम्पलेक्स ; ईमारत नं: -; पेठ/वसाहत: कल्याण ; शहर/गाव: -; तालुका: -;पिन: -; पॅन नम्बर: ABBPP0105B . (2) मंजूषा सचिन पैडणकर - -; घर/फ़्लॅट नं: वप्र ; गल्ली/रस्ता: -; ईमारतीचे नाव: -;

ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -;पिन: -; पॅन नम्बर: -.

(7) दिनांक

करून दिल्याचा 25/09/2006

(8)

नोंदणीचा

(9) अनुक्रमांक, खंड व पृष्ठ

26/09/2006 6049 /2006

(10) बाजारभावाप्रमाणे नुद्रांक शुल्क

জ 72600.00

(11) बाजारभावाप्रमाणे नोंदणी

জ 18000.00

(12) शेरा

