

98
20

AGREEMENT FOR SALE

VASTU

An ideal home you dream about....

BUILDERS & DEVELOPERS



BAJAJ
CONSTRUCTIONS

101, Shanti Kutir, Shivaji Road, Off. M. G. Road, Kandivali (W),
Mumbai - 400 067 Tel : 28010200 / 28050626



Tuesday, July 06, 2004
10:21:47 AM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 5146

दिनांक 06/07/2004

गावाचे नाव वडवली

दस्तऐवजाचा अनुक्रमांक टनन5 - 04911 - 2004

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: मकबुल अ. शेख

नोंदणी फी	:-	6210.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (56)	:-	1120.00
एकूण	रु.	7330.00

आपणास हा दस्त अंदाजे 10:36AM ह्या वेळेस मिळेल

दय्यम निबंधक
दय्यम निबंधक ठाणे ९

बाजार मुल्य: 432790 रु. मोबदला: 621000 रु.
भरलेले मुद्रांक शुल्क: 16100 रु.
देयकाचा प्रकार : चलनाचे,
चलन क्रमांक: 94; रक्कम: 6210 रु.; दिनांक: 05/07/2004

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मुळ दस्त दिला

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मूळ प्रत
ORIGINAL COPY

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शासनास केलेल्या प्रदानाची पावती
RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place Thane दिनांक/Date 29/6/04

Received from Maqbool A. Shaikh

रु./Rs 16100/- (रुपये/Rupess Sixteen thousand)

on account of 20% One hundred

161267 Twenty

रोखपाल वा लेखापाल
Cashier or Accountant

(सही/Signature)
Proprietor/Designation)
Sub Registrar Thane-2

RS:- 16100/- Rupees sixteen thousand one hundred
ONLY SBI CHNO - 4
28/6/04.

AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai, This 2nd day of July in the year Two Thousand 2004

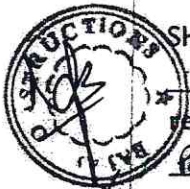
BETWEEN

"M/S. BAJAJ CONSTRUCTIONS" a proprietary concern of SHRI MANISH ASHOK BAJAJ having its office at 101, Shanti Kutir, Shivaji Road, Off. M.G. Road, Kandivali (W), Mumbai-400 067. hereinafter called "THE PROMOTERS" (which expression shall unless it be repugnant to the context or meaning thereof include their heirs and legal representatives, executors, administrators and assigns) of the ONE PART.

AND

SHRI/SMT./M/S. MAQBOOL A. SHAIKH

residing / having their office at 303 'B' VASTU opposite Parsharmali Eng collage G.B. Road, Thane (W) hereinafter referred to as "THE PURCHASER/S" (which expression shall unless it be repugnant to the context or the meaning thereof include his/her/their heirs, executors and administrators) of the



S. Manish



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SUB REGISTRAR
THANE - 2
R.0016100/11027

WHEREAS :

a) By an agreement of Sale dated 17th March, 1997 made between SHRI. GANGADHAR ATMARAM PATIL & OTHERS (hereinafter referred to as "The First Owners") of the One Part and PROMOTERS of the Other Part agreed to sell transfer and alienate the piece and parcel of land bearing Survey No. 46, admeasuring 1 Hectare-49, Acre-0), Pratis equivalent to 14,900 Sq. Mtrs. lying being and situated at Village Vadavali, Taluka and District Thane within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane and more particularly described as Firstly in First Schedule hereunder written (hereinafter referred to, as "The Said Property").

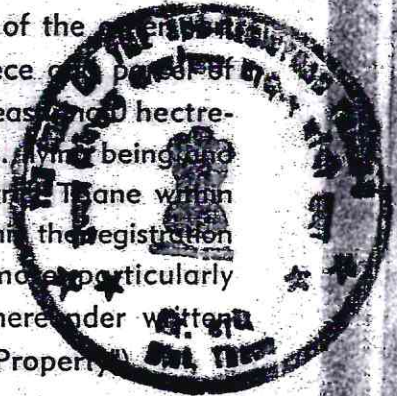
b) By and Agreement for sale dated 15th January, 1995 made between SHRI YESHWANT MORESHWAR MANWACHARYA (hereinafter referred to as "The Second Owner") of the One Part and PROMOTERS of the other part agreed to sell transfer and alienate the piece and parcel of land bearing Survey No.68. Hissa No. 13 part. admeasuring 0 Hectre-34 Are-0 Pratis equivalent to 3.400 Sq. Mtrs., lying being and situated at Village Vadavali. Taluka and district Thane within limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane and more particularly described as Firstly in First Schedule written (hereinafter referred to as "The Said Second Property").

c) By an Agreement for Sale dated 22nd April, 1994 and 30th September, 2000 made between SHRI. SIDDHUMIYA ISMAIL SHAIKH & OTHERS (hereinafter referred to as "The Third Owner") of the One Part and PROMOTERS of the other part agreed to sell transfer and alienate the piece and parcel of land bearing Survey No. 47. Hissa No.3, admeasuring 1 hectre-07 Acre-6 Pratis equivalent to 6760 Sq. Mtrs. lying being and situated at village Vadavali, Taluka and district Thane within limits of Thane Municipal Corporation and within the registration District and Sub-district of Thane and more particularly described as thirdly in the first Schedule hereunder written (hereinafter referred to as "The Said Third Property").



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d) By an Agreement for Sale dated 1st November, 1994 made between SMT.RUKIYBAI ABDUL GAFOOR VAREKARS

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(hereinafter referred to as "The Fourth Owner") of the One Part and PROMOTERS of the other part agreed to sell, transfer and alienate the piece and parcel of land bearing Survey No. 57, Hissa No. 4, admeasuring 0 Hectare-22 Acre-5 Pratis equivalent to 2250 Sq.Mtrs., lying being and situated at Village Vadavali, Taluka and district Thane within limits of Thane Municipal Corporation and within the registration District and Sub-district of Thane and more particularly described as Fourthly in the First Schedule hereunder written (hereinafter referred to as "The Said Fourth Property").

AND WHEREAS:

1. By a Power of attorney dated 18-03-1997 executed by the Owners SHRI.GANGADHAR ATMARAM PATIL & OTHERS in favour of SHRI. HARIDAS THAKKAR, said owner have appointed Promoters as their Agent to develop the said land more particularly in the First Schedule written hereunder and to construct thereon building/ buildings in accordance with the said Agreement for sale and the plans approved by Thane Municipal Corporation.

2. By a Power of attorney dated 18-09-2000 executed by the Owner SHRI.YESHWANT MORESHWAR MANAWACHARYA in favour of SHRI. SAMEER HARIDAS THAKKAR, said owner have appointed Promoters as their Agent to develop the said land more particularly in the First Schedule written hereunder and to construct thereon building / buildings in accordance with the said Agreement for sale and the plans approved by Thane Municipal Corporation.

3. By a Power of attorney dated 30-09-2000 executed by the Owner SHRI. SIDDHUMIYAN ISMAIL SHAIKH & OTHERS in favour of SHRI. SAMMER HARIDAS THAKKAR, said owners have appointed Promoters as their Agent to develop the said land more particularly in the First Schedule written hereunder and to construct thereon building/ buildings in accordance with the said Agreement for sale and the plans approved by Thane Municipal Corporation.

4. By a Power of attorney dated 18-12-1995 executed by the Owner SMT.RUKIYABAI ABDUL GAFOOR VAREKAR in favour of SHRI. URMIL LAXMIDAS THAKKAR, said owners have appointed Promoters as their Agent to develop the said land

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more particularly in the First Schedule written hereunder and to construct thereon building / buildings in accordance with the said Agreement for sale and the plans approved by Thane Municipal Corporation.

AND WHEREAS:

1. By an order dated 2nd February, 1999 (hereinafter referred to the said First Order) U/s.8 (4) of the Urban land (ceiling and Regulation) Act. 1976 the Government has declared the said First land with the ceiling limits and exempted the same from the provision of the Urban Land Ceiling Act. subject to the condition stated in the First order.

2. By an order dated 12th January, 1999 (hereinafter referred to the said Second Order) U/s.8 (4) of the Urban land (ceiling and Regulation) Act. 1976 the Government has declared the said Second land with the ceiling limits and exempted the same from the provision of the Urban Land Ceiling Act. subject to the condition stated in the Second order.

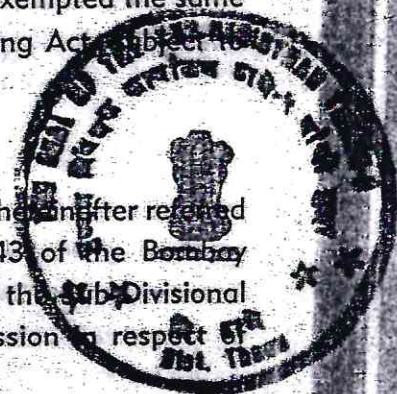
3. By an order dated 9th May, 1999 (hereinafter referred to the said Third Order) U/s.8 (4) of the Urban land (ceiling and Regulation) Act. 1976 the Government has declared the said Third land with the ceiling limits and exempted the same from the provision of the Urban Land Ceiling Act. subject to the condition stated in the Third order.

4. By an order dated 20th October, 2000 (hereinafter referred to the said Fourth Order) U/s.8 (4) of the Urban land (ceiling and Regulation) Act. 1976 the Government has declared the said Fourth land with the ceiling limits and exempted the same from the provision of the Urban Land Ceiling Act. subject to the condition stated in the Fourth order.

AND WHEREAS :

1. By its permission dated 10th April, 2000 (hereinafter referred to as the said First Permission) U & /s. 43 of the Bombay Tenancy and Agricultural Lands Act, 1948, the Sub-Divisional Officer Thane has granted the sale permission in respect of the said First Land.

2. By its permission dated 16th November, 2000 (hereinafter



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referred to as the said Second Permission) U & /s. 43 of the Bombay Tenancy and Agricultural Lands Act, 1948, the Sub-Divisional Officer Thane has granted the sale permission in respect of the said Second Land.

AND WHEREAS :

1) By and under Development Agreement dated 4th October, 2001 the said M/s. Thakkar Land Development Corporation, agreed to grant a development right to the extent of 50,000 sq. ft. FSI (Bldg. No. 13, 14 and 15) from the property which is more particularly described in the First Schedule hereunder written and executed a General Power of Attorney in favour of Manish A. Bajaj, proprietor of M/s. Bajaj Constructions the promoters herein in respect of the said property, hereinafter referred to as the "Said Land".

2) By virtue of the above mentioned agreement, Power of Attorney and Permissions and NOC's granted by the various authorities the Promoters has submitted the plans for the development of the said land by constructing buildings consisting of Ground and 7 (Seven) upper floors, and Municipal Corporation under its V.P. No. 2000/ 129 Kasarvadavali on has sanctioned building plans in respect of the residential buildings on the said land and has issued to the Promoters an R.O.D. bearing No. CE/ 3015 dated 13/12/2002 in respect of the said building plan sanctioned as above and also issued commencement Certificate bearing No. 813 dt 10/7/02 in respect of the said building.

g) The Promoters have entered into a standard agreement with an Architect registered with the council of Architects and such Agreement is as per the agreement prescribed by the council of Architects, whereas the promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the said building. The Promoters accept the professional supervision of the Architect and the structural Engineer till the completion of the said construction work.

h) Upon application made by the Promoters they have obtained various permissions and NOC's granted by the statutory authorities, the promoters alone have the sole and exclusive

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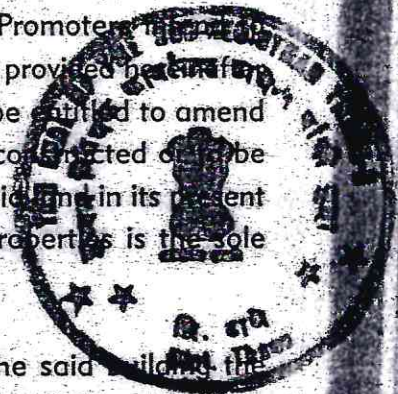
right to sell the Flats/Shops/Garages or any other premises in the said buildings known as "VASTU" to be constructed by the Promoters on the said land and to enter into Agreement/s with the Flat Purchaser/s of the Flat/Shop/Open Space and receive the sale price in respect thereof.

i) The Flat Purchaser/s demanded from the Promoters and the Promoters has given inspection to the Flat Purchaser/s of all the documents of title relating to the said land, the plans, designs and specifications prepared by the Promoters Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act. 1963 (hereinafter referred as MOFA) and the Rules made thereunder.

j) A copy of Certificate of Title issued by the Advocate of the Promoters, Copies of Property Card, Plans etc. or any other relevant revenue record showing the nature of the title of the Promoters to the said land on which the said Flat/Shop/Garages are constructed or are to be constructed and a copy of the plan approved by the concerned local Authority. Floor plan of the Flat/Shop agreed to be purchased by the Flat Purchser/s and the list of Amenities to be provided by the Promoters have been annexed hereto and marked an Annexure "A", "B", "C" and "D" respectively.

k) The promoters have obtained all the necessary permissions from the concerned departments for the development of the said property and also got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said building. However, the F.S.I. available for construction is likely to increase and the Promoters shall be entitled to use and shall be entitled to use the same as provided hereunder and for that purpose the promoters shall be entitled to amend the plans from time time of any building constructed or to be constructed on any part or portion of the said land in its present state or after amalgamation with other properties is the sole discretion of the Promoters.

While sanctioning the said plans for the said building the concerned local competent authorities and/or Government have laid down certain terms, conditions, stipulation and restrictions



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which are to be observed and performed by the Promoter while developing the said land and the said building and upon due observance and performance of which only the occupation and the completion certificate in respect of the building shall be granted by the concerned local authority.

m) The Flat Purchaser/s has/have applied to the Promoter for allotment of Flat / Shop / Garage / Open Car Parking Space / Terrace / Covered Car Parking No. B/001 on the Ground floor in the said building known as "VASTU" to be constructed on the said land more particularly described in the Schedule hereunder written (hereinafter referred to as "the said flat").

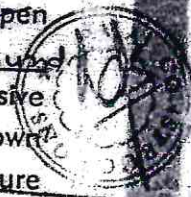
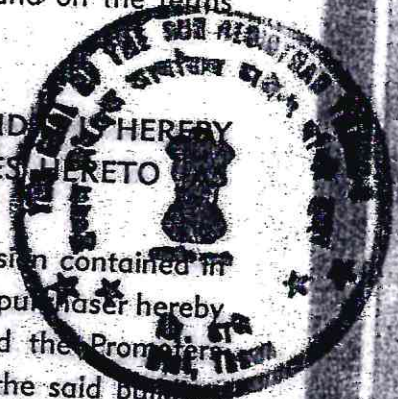
n) The Flat Purchaser/s has / have entered into this agreement with full knowledge of all terms and conditions contained in the documents, papers, plans, orders, schemes, etc. recited and referred above.

o) Under section 4 of the said Act the Promoters are required to execute a written agreement for sale of said Flat/Shop/Garage/Parking space to the Flat Purchaser/s being the fact of these presents and also to register said agreement under the Registration Act.

p) Relying on the said application, declaration and agreement contained in this agreement the promoter agrees to sell to the Flat Purchaser/s the said Flat at the price and on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO FOLLOWS :

1. Subject to the terms, conditions and provision contained in the hereinbefore recited Agreements, the Flat purchaser hereby agrees to purchase from the promoters and the Promoters hereby agrees to sell to the Purchasers/s in the said building known as "VASTU" a Flat/Shop/Garage/Open Car Parking/Open Space/Terrace/Covered Car Parking No. B/001 on Ground floor admeasuring 576 Sq. ft. Built Up (which is inclusive of the area of balconies if any) i.e. 53.55 Sq. Mtrs. as shown in the floor plan thereof hereto annexed and marked Annexure " " with amenities as described in Schedule Annexure



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"for the aggregate price of Rs. 6,21,000/-
(Rupees Six lakhs Twenty one thousand only)
Only)

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including the proportionate price of the "common areas and facilities" appurtenant to the premises, the nature extent and description of the common/limited common area and facilities which are more particularly described in the Second Schedule hereunder written. The Flat Purchaser/s has / have paid a sum of Rs. 5000/- (Rupees five thousand only) Only)



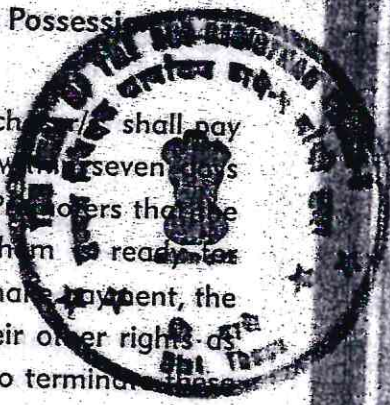
as earnest or deposit money on or before the execution of these present. The Flat Purchaser/s hereby agrees to pay to the promoters balance amount in the following manner :-

- | | |
|---------------------------|-----------------------------------|
| Rs. <u>6,21,000/-</u> | as earnest money. |
| i) Rs. <u>62,100/-</u> | on execution of Agreement. |
| ii) Rs. <u>62,100/-</u> | on Commencement of Plinth |
| iii) Rs. <u>31,050/-</u> | on completion of 1st Slab. |
| iv) Rs. <u>31,050/-</u> | on completion of 2nd Slab. |
| v) Rs. <u>31,050/-</u> | on completion of 3rd Slab. |
| vi) Rs. <u>31,050/-</u> | on completion of 4th Slab. |
| vii) Rs. <u>31,050/-</u> | on completion of 5th Slab. |
| viii) Rs. <u>31,050/-</u> | on completion of 6th Slab. |
| ix) Rs. <u>31,050/-</u> | on completion of 7th Slab. |
| x) Rs. <u>31,050/-</u> | on completion of 8th Slab. |
| xi) Rs. <u>31,050/-</u> | on completion of Brick Work. |
| xii) Rs. <u>31,050/-</u> | on completion of Plaster Work. |
| xiii) Rs. <u>31,050/-</u> | on completion of Flooring Work. |
| xiv) Rs. <u>31,050/-</u> | on completion of Plumbing Work. |
| xv) Rs. <u>31,050/-</u> | on completion of Doors & Windows. |
| xvi) Rs. <u>31,050/-</u> | on Offering Possession. |



PROVIDED FURTHER that the Flat Purchaser/s shall pay the last installment of the purchase price within seven days from the receipt of the intimation from the Promoters that the unit agreed to be purchased by him/her/them is ready for occupation and Flat Purchaser/s Failing to make payment, the promoters shall be at liberty to exercise their other rights as set out in this Agreement including a right to terminate these and sell the said unit to any other person.

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PROVIDED FURTHER that the Flat Purchaser/s under this

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Agreement shall pay the deposits in respect of the Electric & Water meter, maintenance, etc. as provided alongwith the payment of the last installment.

2. The percentage of the undivided interest of the Flat Purchaser/s in the common areas and facilities limited or otherwise pertaining to the Flat / Shop shall be in proportion of the area of the said Flat/Shop to the entire area of all the Flat/Shop in the said Building known as "VASTU".

3. The Promoters hereby agree to observe, perform and comply with or caused to be observed, performed and complied with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said Plans or hereafter and shall, before handing over possession of the Flat/Shop to the Flat Purchaser/s, obtain from the concerned local authority occupation and / or completion certificates in respect of the said building.

4. The Flat Purchaser/s agrees to comply with all the terms and conditions of any order scheme, permission, objection etc., that may have been granted or sanctioned to and/or which may hereafter be granted or sanctioned or imposed by any authority statutory or otherwise including paying any charges, being expenses, making deposits, whether refundable or not.

5. The Flat Purchaser/s hereby grants his/her/their irrevocable power and consent to the Promoters and agrees.

(a) That until the conveyance or any other document vesting the title of the property in favour of co-operative society of the said building known as "VASTU" as may be permissible under law is executed the Promoters shall be entitled to all FSI whether available or present or in future including the balance FSI, the additional FSI available under D.C. Rules from time to time and by special concession, modification of present Rules and Regulations granting FSI, FSI available in lieu of the road widening, set back, reservation by way of Transfer of Development Right (TDR) or otherwise howsoever.

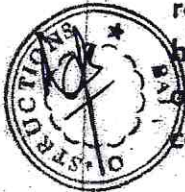
(b) That under no circumstances the Flat Purchaser/s and or society or other common organisation will be entitled to any FSI or shall have any right to consume the same in any manner whatsoever.



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c) That the Promoter shall be entitled to develop the said portion fully by constructing and/or making additions in respect of the said building and/or by constructing additional buildings / floors / structures so as to avail of the full FSI permissible at present or in future for the said portion including for staircase, lift, passage, by way of purchase of floating FSI., TDR., free FSI which may be available on the said land or acquired otherwise however and including putting up of any additional construction, as mentioned above and Promoters selling the same and appropriating to themselves the entire sale proceeds thereof without the Flat Purchaser/s or other acquires of the Flat/Shop in such building or buildings and/or their common organisation having any claim thereto or to any part thereof. The FSI of any nature whatsoever available at present or in future and further and/or additional construction shall always be the property of the promoters who shall be at liberty to use, deal with, dispose of, sell, transfer etc., the same in manner the promoters chooses. The Flat Purchaser/s agrees not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance while putting up such additional construction mentioned above. The Promoters shall be entitled to consume such FSI by raising floor or floors on any structures including the said building known as "VASTU" and/or putting additional structures and/or by way of extension of any structure. The document vesting the title of the said portion/ land, building etc. and transfer of rights and benefits of the promoter/s hereinafter mentioned shall be subject in toto to the aforesaid reservation.

d) That the Promoters alone shall be entitled to sell any part or portion of the said building including the terrace/s, walls or part of the said portion, basement, stilt, parking space, covered or otherwise, or open space including for use as a bank, office, shops, nursing home, restaurant, hotel, garden, display of advertisements, boardings, well water, etc. as the same may be permissible or ultimately may be permitted by the authorities concerned.

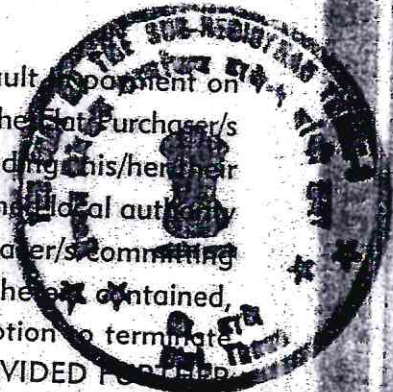


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- e) To admit without any objection the persons who are allotted flat/shop by the promoters as members of the proposed society and/or as members of the society in the event the registered before all flat/shop including flat/shop of extended annexed building are sold by the promoters.
- f) To execute, if any further or other writing, documents, consents etc., as required by the Promoters for carrying out the terms hereof and intentions of the parties hereto.
- g) To do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings forms, applications etc., at the costs and expenses of the Flat Purchaser/s which the promoters in his absolute discretion deem fit for putting into complete effect the provisions of this Agreement.
- h) The aforesaid consent and agreement shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said Flat/Shop is handed over to the Flat Purchaser/s and/or possession of the said building is handed over to the society of the Flat Purchaser/s of flat.

6. Without prejudice to the other rights and contentions of the promoters and without waiver of any of the rights and contentions of the promoters, the Flat Purchaser/s agrees to pay to the Promoters, interest at 24% per annum on all the amounts which become due and payable by the Flat Purchaser/s to the Promoters under the terms of this agreement from the date of the said amount is payable by the Flat Purchaser/s to the promoters.

7. On the Flat Purchaser/s committing default or default on due date of any amount due and payable by the Flat Purchaser/s to the Promoters under this agreement including his/her share proportionate share of taxes levied by concerned local authority and other outgoings and/or on the Flat Purchaser/s committing breach of any of the terms and conditions hereof contained, the Promoters shall be entitled at his own option to terminate this agreement by giving 15 days notice PROVIDED THAT upon termination of this Agreement as aforesaid, the Promoters shall refund to the Flat Purchaser/s installments of sale price of the Flat which may till then have been paid by the flat Purchaser/s to the Promoters but the Promoters shall not



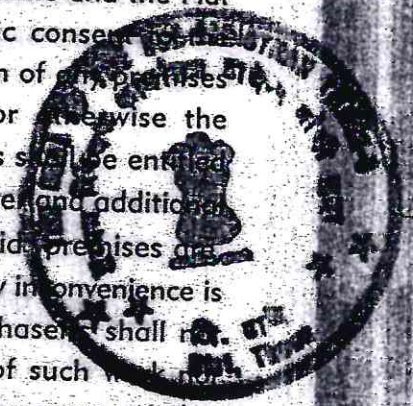
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be liable to pay to the Flat Purchasers any interest or any other amount over and above the amount so refunded and upon termination of this agreement and on refund of aforesaid amount by the Promoters, the Promoters shall be at liberty to deal with or dispose off or sell the flat to such person and at such price as the Promoters may in its absolute discretion think fit. The Flat Purchaser/s agrees that sending of the said amount by cheque by the Promoters to flat Purchaser/s at the address given by the Flat Purchaser/s in these presents, whether the Flat Purchaser/s accepts and/or encases the cheque or not, will amount to the refund of the amount so required to be refunded, PROVIDED HOWEVER, if the default of payment by the Flat Purchaser/s continues for a period of one month from the due date the flat Purchaser/s shall be liable to pay an interest at the rate of 24% per annum on the outstanding amounts payable from the date the said amount is payable by the Flat Purchaser/s till the payment. PROVIDED FURTHER that the acceptance of outstanding amount with the interest as aforesaid shall solely be at the option of the Promoters and Promoters shall have a simultaneous right to terminate this Agreement at their own discretion and as they may deem fit and proper.

8. The fixtures, fittings and amenities to be provided by the Promoters in the said Flat/Shop and the building are those that are set out in Annexure " E " annexed hereto.

9. The Promoters may complete the entire building or any part or portion thereof or floor or building and obtain part occupation certificate thereof and give possession of premises therein to the acquires of such premises and the Flat Purchaser/s herein shall have no right to object to the same and the Flat Purchaser/s hereby gives his/her/their specific consent to the same. If the Flat Purchaser/s takes possession of any premises in such part completed portion or floor or otherwise the promoters and / or their agents or contractors shall be entitled to carry on the remaining work including further and additional construction work of building in which the said premises are the said building or any part thereof and if any inconvenience is caused to the Flat Purchaser/s. The Flat Purchaser/s shall not protest, object to or obstruct the execution of such work.

The Flat Purchaser/s shall be entitled to any compensation and/or damage and/or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/



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complain for any
be caused to him/
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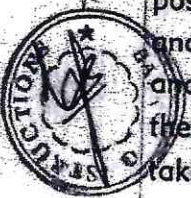
her/their or any other person/s.

10. The Promoters shall give possession of the Flat/Shop to the Flat Purchaser/s after completion of the Building. If the Promoter fails to give possession of the Flat/Shop to the Flat Purchaser/s on account or reasons beyond his/her/their control and of his/her/their agents as per the provisions of section 8 of Maharashtra Ownership Flats Act. by the aforesaid date, then the Promoters shall be liable on demand to refund to the Flat Purchaser/s the amounts already received by the Promoters in respect of the Flat/Shop with simple interest at nine percent per annum from the date the Promoter's received the sum till the date the amounts and interest thereon is paid and shall have no other right or claim against the promoters except for such refund and interest accrued upon the refund amount. The Flat Purchaser/s agrees that sending of the said amount by cheque by the Promoters at the address given by the Flat Purchaser/s in these presents, whether the Flat Purchaser/s accepts or encases the Cheque or not, will amount so required to be refunded. PROVIDED THAT the Promoters shall be entitled to reasonable extension of time for giving delivery of Flat/Shop on the aforesaid date, if the completion of the said building in which the Flat/Shop is to be situated is delayed on account of:-

- i) Non-availability of steel, cement, other building material, water or electric supply.
- ii) War, Civil Commotion or act of God .
- iii) Any notice, order, rule, notification of the Government and/or other public or competent authority.

11. The Promoters shall be entitled to change the user of the said property, and/or extended floor in the said building and/or part or portion thereof but the same will be directly to the user of the existing said flat/shop.

12. The Flat Purchaser/s shall take possession of the Flat/Shop within seven days of the Promoters giving written notice to the Flat Purchaser/s intimating that the said Flat/Shop is ready for use and occupation and the Flat Purchaser shall before taking possession of the said Flat/Shop inspect the same thoroughly and point out defect if any in construction and/or amenities and facilities and will take possession only after rectification thereof if any required. In the event of the Flat Purchaser/s taking possession of the said Flat/Shop he shall be deemed to



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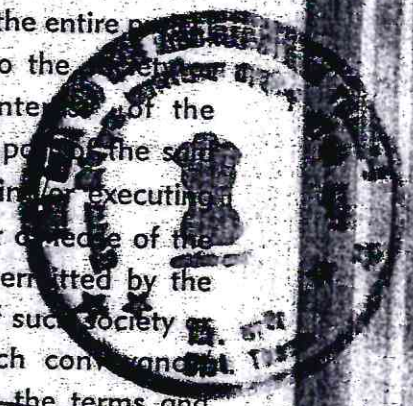
१३-५६

have inspected the same thoroughly and found the same without defect in construction and /or amenities and facilities unless otherwise recorded in writing.

13. The Flat Purchaser/s shall use the Flat/Shop or any part thereof or permit the same to be used only for purpose of Residence /Shop for carrying on any professional or business. He/She They shall use garage or parking space only for purpose of for keeping or parking the Flat Purchaser/s own vehicle.

14. The Flat Purchaser/s along with other purchasers of flat/shops in the said building shall join in forming and registering the society or a Limited Company to be known by such name as the Flat Purchaser/s may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within 10 days of the same being forwarded by the Promoters to the Flat purchasers so as to enable Promoter to register the organisation of the Flat Purchaser/s on completion of the entire project. No objection shall be taken by the Flat Purchaser/s if any changes or modifications are made in the draft bye-laws, or the memorandum and/or Articles of associations, as may be required by the Registrar of Co-Operative societies or the Registrar of companies, as the case may be, or any other competent Authority.

15. Unless it is otherwise agreed to by and between the parties hereto the Promoters will register the societies or limited company as aforesaid and/or on completion of the entire project whichever is latter cause to be transferred to the Society or Limited Company all the right, title and interest of the Promoters and /or the owners in the allocate part of the said property together with the building by obtaining or executing the necessary conveyance and or assignment of lease of the said property (Or to the extent as may be permitted by the authorities) and the said building in favour of such Society or Limited Company, as the case may be such conveyance and assignment of lease shall be in keeping with the terms and provisions of this Agreements.



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16. Commencing a week after notice in writing is given by the Promoters to the Flat Purchaser/s that the Flat/Shop is ready for use and occupation, or before taking the possession of the Flat/Shop. Whichever is earlier, the Flat Purchaser/s will be liable to pay regularly to the promoters the proportionate share (i.e. in proportion to the floor area of the Flat/Shop) of outgoings in respect of the said property and said building, namely local taxes, betterment charges or such other levies by the concern local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill of collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building. Until the society /Limited Company is formed and the land and said building transferred to it, the Flat Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Flat Purchaser/s shall seven days of posting intimation about the Flat being ready for occupation as aforesaid, deposit and keep deposit with the Promoters a sum of Rs. _____

(Rupees _____) without interest as security deposit for payment by the Flat Purchaser/s by the Flat Purchaser/s his/her/their share of aforesaid outgoings and payments. The Flat Purchaser/s further agrees that till the Flat Purchaser/s share is so determined the Flat Purchaser/s shall pay the Promoters on 5th day of every month provisional monthly contributions of Rs. 720/- per month towards an on account of the Flat Purchaser/s share of the aforesaid outgoings and such payments shall be made every month in advance to the Promoters. The Promoters shall be at liberty without being bound to do so to appropriate from the said deposit money, if any, the due by the Flat Purchaser/s towards aforesaid share of liability.

17. The Flat Purchaser/s shall on or before delivery of possession pay to the promoters the following amounts:-

i) Rs. 3000/-

Agreed Legal Expenses from the date of this agreement till the possession of the Flat / Shop.

ii) Rs. 361/-

being the proportionate amount towards, share money, application entrance fee of the Society or Limited Company.

Rs 8064/-

As development charges



टनन-५
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- iii) Rs. 5000/- towards the provisional deposit to meet legal expenses for formation and registration of the society or Limited Company.
- iv) Rs. 21000/- For proportionate share of BMC taxes, Electric, Water Connections and other deposits and other charges.
- v) Rs. 8640/- Advance maintenance Charges for 12 Months to meet with outgoing, Municipal taxes, water taxes, Common passage Electric bills etc.

Rs. 46065/- Total

18. The Promoters shall utilise the sum of Rs. /- paid by the Flat Purchaser/s to the Promoters for meeting all legal costs, charges and expenses, including professional fees of the Attorney - at - Law/Advocates of the Promoters in connection with formation of the said Society, or as the case may be Limited Company, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement, However, if there is any short fall the same shall be made good by the Flat Purchaser/s.

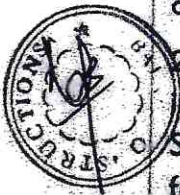
19. At the time of registration the Purchaser/s shall pay his/her/their share of the stamp duty and registration charges, payable, if any by the said society or Limited Company on the conveyance or lease or any document or instrument of transfer in respect of the said property and the said Building to be executed in favour of the society or Limited Company. It is agreed that Promoters are in no way liable for the same.

20. Hereinafter if any charges are levied by or payment required to be made to any Government Authorities or Local Bodies either on the portion or building or otherwise the Flat Purchaser/s on being called upon to do so by the promoters, pay to the Promoters his/her/their share thereof at or before or after taking possession of the said flat/shop as may be required or demanded by the promoters.

21. The Flat Purchaser/s himself/herself/themselves with intention to bring the Flat/Shop into whosoever hand the Flat/Shop may call for Receipt by Promoters as follows.



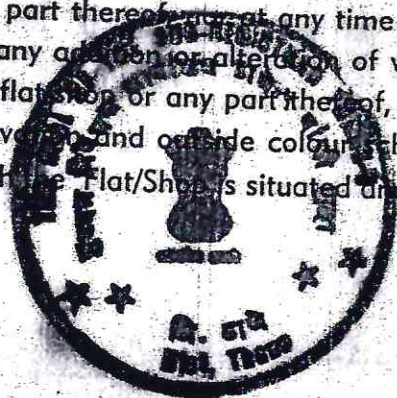
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- (a) to maintain the Flat at Purchaser's own cost in good tenable repair and conditions from the date of possession of the Flat/Shop is taken and shall not do or suffered to be done anything in or to the Flat/shop and the building in which the Flat/Shop is situate its staircase or any passage which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the Flat/Shop is situated and the Flat/Shop itself or any part thereof.
- (b) Not to store in the Flat/Shop 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 Flat is situated or storing or which goods is objected to the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building in which the flat/shop is situated and in case any damage is caused on account of negligence or default of the Flat Purchaser/s in this behalf, the Flat Purchaser/s shall be liable for the consequences of the breach.
- (c) To carry out at his/her/their own cost all internal repairs to the said Flat/shop and maintain the Flat/Shop in the same conditions, state and other in which it was delivered by the Promoters to the Flat Purchaser/s and shall not do or suffer to be done any thing in or to the building in which the Flat/Shop is situated or the Flat/Shop which may be governed under the Rules and Regulations and bye-laws of such Housing Society, the concerned local authority or other public authority. And in the event of the Flat Purchaser/s committing any act in contravention of the above provision, the Flat Purchaser/s shall be responsible and liable for the consequences thereof to concerned local authority and/or other public authority.

Not to demolish or cause to be demolished the Flat/Shop or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the flat/shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Shop is situated and to keep the portion

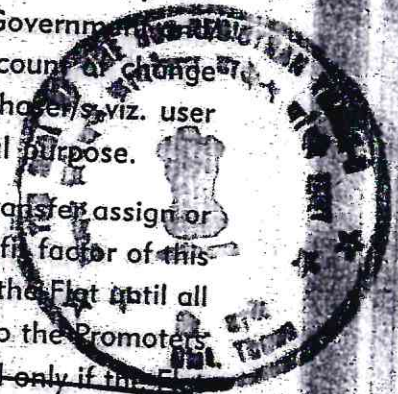
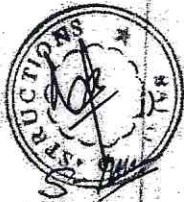


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sewers, drains, pipes, in the Flat/Shop and appurtenances thereof in good tenantable condition, and in particular, so as to support shelter and protect the other part of the building in which the Flat/Shop is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs, or RCC parts or other structural members in the Flat/Shop without prior written permission of the promoters and/or the society.

- 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 the building in which the flat/shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat/shop in the compound or any portion of the said land the building in which the Flat/Shop is situated.
- g) Not to keep anything in the common passage, staircases, terraces, walls or any other common place and not to hand any sign boards, hoardings, name boards etc., in passage or outer wall of the building. The Promoter/s Society shall throw away such things without any notice if any thing is found in breach of this provision.
- h) Pay to the promoters regularly such security as may be demanded by concerned local authority or Government authority of giving water, electricity, sewer clearance, or any other service connection to the building in which the Flat/Shop is situated.
- i) To bear and pay increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned local authority and/or Government or other public authority including on account of change of user of the Flat/Shop by the Flat Purchaser/s, viz. user for any purpose other than for residential purpose.

The Flat Purchaser/s shall not let, sub-let transfer assign or part with Flat Purchaser/s interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Flat Purchaser/s to the Promoter/s under this Agreement are fully paid up and only if the Flat Purchaser had not been guilty of breach of or non-



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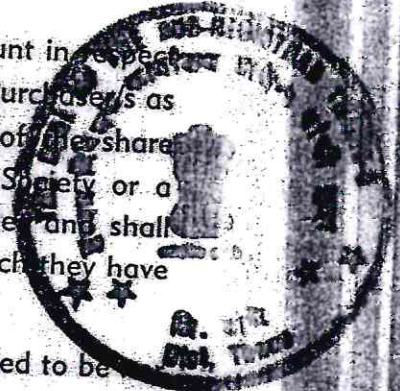
observance of any of the terms and conditions of this Agreement and without obtaining prior written permission of the Promoters.

- k) The Flat Purchaser/s Shall observe and perform all the rules and regulations which the society may at its inception and the additional, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Shop therein and for the observance and performance of the building rules, regulations and bye-laws for the building rules, regulations and bye-laws for the time of the concerned local authority and of the Government and other public bodies. The Flat Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the society regarding the occupation and the use of the Flat/shop in the building and shall pay and contribute regularly towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- l) Till a conveyance of building in which Flat/Shop/Garage/ Parking Space is situated is executed the Flat Purchaser/s shall permit the Promoters and 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 thereof to view and examine the state and conditions thereof.
- m) The Flat Purchaser/s shall not close verandah or balconies without the sanction and permission of the promoters and the authorities concerned nor shall make any alteration or changes in the elevation and outside colour scheme of the said flat/building.
22. The Promoters shall maintain separate account in respect of sum received by the Promoters from the Flat Purchaser/s as advance or deposit, sum received on account of shares capital for the promotion of the Co-operative Society or a Company of towards the outgoings, legal charges and shall utilise the amounts only for the purposes for which they have been received.

23. Nothing contained in this Agreement is intended to be construed as a grant, demise or assignment in law of the said flat/shop or of the said flat/shop and the said building

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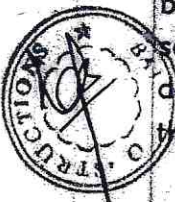
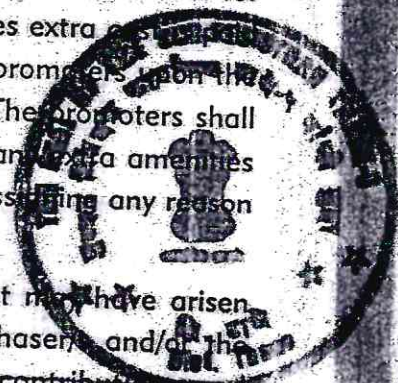


or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said flat/shop hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, etc., will remain the property of the promoters, till execution of the conveyance and transfer of the said property in favour of the society. The Promoters are also entitled to construct further floors subject to the approval from the TMC by using all the future FSI available from the said property and/ or by using TDR purchased from the outside on the said property and sale the same to the intending purchasers as per their choice.

24. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flat/shop or of the said land and building or any part thereof in favour of the Flat purchaser/s and/or other purchaser/s of Flats in the said building or other building or buildings the flat purchasers shall have no claim save and except in respect of the flat/shop hereby agreed to be sold to him/her/them and the entire property including all open spaces, parking spaces, lobbies, staircases, recreation spaces, walls, compound wall, lifts, terraces including the right over walls hoarding rights, etc., will remain the property of the promoters and/or the said firm and company, who shall be entitled to sell, transfer deal with or dispose of the same in any manner they deem fit until the entire property including portion and building/s transferred to the Society as herein mentioned.

25. During the Course of construction, the Flat purchaser/s may instruct the promoters to make any addition or alteration including any extra amenities provided the same does not involve any structural change and is permitted by the T.M.C. and for such additional alteration or extra amenities extra amount to be paid in advance by the Flat Purchaser/s to the promoters upon their promoters agreeing to provide the same. The promoters shall be at liberty to refuse to provide such or any extra amenities and/or addition and/or alteration without assigning any reason and in their absolute discretion.

26. Irrespective of the disputes, if any, that may have arisen between the Promoters and the Flat Purchaser/s and/or the said Co-operative Society, all amounts, contributions, deposits including amounts payable by the Flat purchaser/s to the promoters under this Agreement shall always be paid



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punctually by the Flat Purchaser/s to the promoters and shall not be withheld by the Flat Purchaser/s for any reasons whatsoever.

27. In the event of the Society being formed and registered before the sale and disposal by the promoters of all the flats, stilt, basement and other spaces, garages, gardens, terraces, compounds and car parking space in the said building and in the compound the power and authority of the society so formed or of the flat holder/s and the purchaser/s of flat/s and other spaces and car parking spaces, shall be subject to the over all authority and control of the promoters in respect of any of the matters concerning the said entire property layout, the construction and completion thereof and all amenities pertaining to the same and in particular the promoters shall have absolute authority and control as regards the unsold Flats, garages, basement, stilts, terraces, compounds, other spaces and car parking spaces and the disposal thereof. The promoters shall be liable to pay only the Municipal Taxes at actual rate in respect of the unsold flats, garages, and/or car parking spaces. In case, the conveyance is executed in favour of the co-operative society before the disposal by the promoters of all the flats then and in such event the promoters shall join in promoters/ Members in respect of such unsold premises and as and when such premises are sold to the persons of the choice and at the discretion of the promoters the co-operative society shall admit as members the purchasers of such premises/flats without charging any premium or any other extra payment or transfer fee etc.

28. The deposits that may be demanded by or paid to the TMC for the purpose of sanctioning the plan and/or issuing the commencement certificate and/or occupation certificate and/or building completion certificate and/or giving water connection to the said building and the electric meter deposits to be paid to M.S.E.B., shall be payable by all the flats/slab holders of the said building in proportion to the respective costs of their flats or other spaces or car parking spaces. The Flat purchaser/s agrees to pay to the promoters such proportionate share of the Flat Purchaser/s of such deposit at the time of taking possession or within seven days of demand, whichever is earlier.

29. Any delay tolerated or indulgence shown by the promoters in endorsing the terms of the Agreement or any for bearing

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or giving of time to the Flat purchaser/s by the promoters shall not be construed as a waiver on the part of the promoter or any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat purchaser/s nor shall the same in any manner prejudice the rights of the promoters.

30. The purchaser/s shall present this Agreement and the Conveyance at the proper registration office within the time limit prescribed by the Indian Registration Act and the promoters will attend such office and admit the execution thereof.

31. All notices to be served on the Flat purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the purchaser/s, by Registered post A.D./ Under postal certificate/speed post at his/her/their address specified below

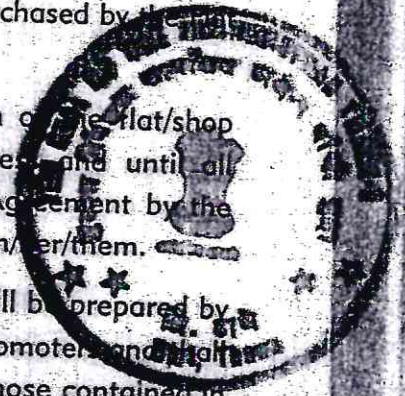
Mr. MAQBOOL. A. SHAIKH
303 'B' Vastu opposit. Parsharnath
Eng. collage, Kaveri Vadavli
G. B. Road, Kame (W).

32. After possession of the said Flat/Shop is handed over to the Flat purchaser/s if any additions or alterations in or about or relating to the said building and/or flat are required to be carried out by any statutory authority, the same shall be carried out by the Flat purchaser/s and the other acquirers of the flats/shops in the said building at their own costs, expenses, risks and responsibilities and promoters will not in any manner be responsible for the same.

33. The promoters shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title or interest in the said property or in the said building to be constructed by promoters but the same shall not affect the flat/shop purchased by the purchaser/s.

34. Under no circumstances, the possession of the flat/shop shall be given to the Flat purchaser/s unless and until all payments required to be made under the Agreement by the Flat purchaser/s has/have been made by him/her/them.

35. The transfer deed and all documents shall be prepared by MR. VIKAS R. HIRLEKAR Advocate of the promoters and shall contain covenants and conditions including those contained in this Agreement with such modifications, alterations, and additions therein as the promoters may deem fit and proper



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२२-५६

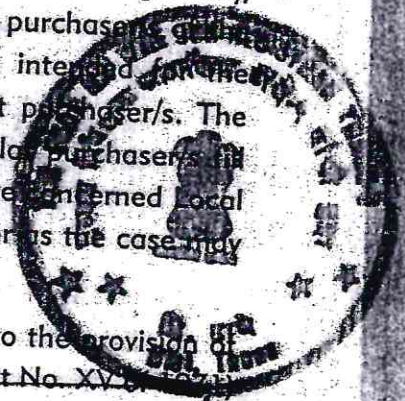
and other clauses which they think necessary and desirable. Any such documents of transfer shall be in consonance with the terms and conditions of this agreement inter alia in respect of the consumption of any further FSI by promoters as envisaged in the foregoing clauses hereof.

36. The Flat purchaser/s shall sign all papers and documents and do all other things that the promoters may require it to do from time to time in this behalf including for safe guarding the interest of the promoters and holders of other shop/office/garages/parking spaces/hoarding space etc., in the building in the said property.

37. All costs, charges and expenses in connection with the formation of the Co-operative Society as well as the costs, charges and expenses of preparing engrossing stamping and registering this and all other Agreements Conveyance deeds including Deed of Assignment or any other documents required to be executed by the promoters and/or the Flat purchaser/s and out of pocket expenses and all costs, charges and expenses arising out of or under these presents as well as the entire professional costs of the Advocates or solicitors for the promoters including preparing and approving all such documents shall be borne and paid by the acquirers of the tenements or by the Society proportionately including the Flat purchaser/s. The promoters shall not contribute anything towards such expenses. The proportionate share of the costs, charges and expenses payable by Flat Purchaser/s shall be paid by the Flat purchaser/s immediately on demand.

38. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace flat in the said Building if any, shall belong exclusive use of the respective purchaser/s of the Terrace flat and such terrace spaces are intended for the exclusive use of the respective Terrace Flat purchaser/s. The said Terrace shall not be enclosed by the flat purchaser/s till the permission in writing is obtained from the concerned Local Authority and the promoters or the society or as the case may be.

39. This Agreement shall always be subject to the provision of the Maharashtra Ownership Flat Act, (Mah Act No. XV, 1962) and the Rules made thereunder.



टनन-९

दस्ता फर्मा ४९९/२००४

२३-५६

IN WITNESS WHEREOF the parties hereto have set their hands and seal to this writing the day and the year herein before written.

THE SCHEDULE OF THE PROPERTY REFERRED TO :

FIRSTLY :

ALL THAT pieces or parcels of land or around lying being and situate at village Vadavali Taluka and District Thane bearing S. No. 46, H. No. Nil, admeasuring 14,900 sq. mtrs. or thereabout.

SECONDLY :

ALL THAT piece or parcels of land or ground lying being and situate at Village Vadavali Taluka and District Thane bearing S. No. 68 H. No. 13 (Part) admeasuring 3,400 sq. mtrs. or thereabout.

THIRDLY :

ALL THAT pieces or parcels of land or ground lying being and situate at Village Vadavali Taluka and District Thane bearing S. No. 47, H. No. 3 admeasuring 14,900 Sq. mtrs. or thereabout.

Fourthly :

ALL THAT pieces or parcels of land or ground lying being and situate at Village Vadavali Taluka and District Thane bearing S. No. 57, H. No. 4 admeasuring 2,680 Sq. mtrs. or thereabout.

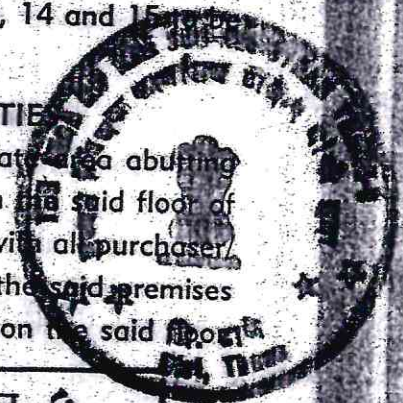
THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT 50,000 ft. FSI including balcony area and staircase which is arising from the property described in the First Schedule hereinabove for Bldg. No. 13, 14 and 15 to be constructed on the said property.

COMMON AREA AND FACILITIES

Proportionate equal right to the immediate area abutting the main entrance door after the landing on the said floor of the said premises. With prorata right along with all purchasers of the said units in the building in which the said premises is situated (Applicable in case of flats only) on the said premises.

S. M.



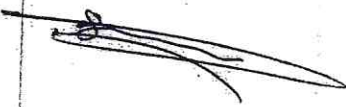
टनन-५
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२४-५६

SIGNED SEALED AND DELIVERED
by the withinnamed "PROMOTERS"
M/S. BAJAJ CONSTRUCTIONS
Through it Proprietor Shri Manish Ashok Bajaj
in the presence of _____

FOR M/S. BAJAJ CONSTRUCTIONS

PROPRIETOR / PROMOTERS



1) 

2) 

SIGNED SEALED AND DELIVERED by
the withinnamed "PURCHASER/S"
SHRI/SMT./MS. MAQBOOL AHMED
SHAIKH

S-Ma

In the presence of _____

1) 

2) 





टनन-3
दस्त क्रमांक 8099/2008
28-58

RECEIPT


RECEIVED of and from the Purchaser/s abovenamed the sum of Rs. 5000/- /- (Rupees Five thousand only only) by Cash /
Cheque No. 815328 Dated 02-07-04
drawn on Syndicate Bank being the earnest money or deposit paid by the said Purchaser/s to the Promoters.

Rs. 5,000/- /-

Witnesses :-

- 1. 
- 2. 

WE SAY RECEIVED
For Bajaj Constructions


Proprietor



टनन-६
वस्त क्रमांक १९१२००४
२६-५६

LIST OF AMENITIES

1. 24 hours water & power supply.
2. Decorative main door with fittings.
3. Wall to wall elegant ceramic flooring.
4. Granite kitchen platform with built-in-stainless steel sink & dado covered with glazed tiles.
5. Designer glazed tiles up to full height in bathroom.
6. Concealed copper wiring with adequate electric points.
7. Concealed plumbing with separate provision for hot & cold water with fitting of reputed make.
8. Plaster of Paris (POP) in entire flat.
9. Distemper paint in entire flat.
10. Sandtex paint for exterior.
11. Powder coated aluminium sliding windows with tinted glasses.
12. Fan in living room & tube lights in all rooms.
13. Concealed wiring for cable connection.
14. Telephone (MTNLH/Hughes) connection in each flat.
15. Decorative entrance lobby.
16. Sprawling Gardens with landscaped greenery.



KS - [Signature]



टनन-६
दस्त क्रमांक ९९९/२००४
२७-५६

मनोज केशव पट्टे

बी. ए. एलएल. बी.
(अॅडवोकेट)

M. K. Pashtc

B.A., LL. B.
(Advocate)

हेमाश्री को-ऑपरेटिव्ह होसिंग सोसायटी लि.

पहिला मजला, अहिल्या बागेजवळ, घरई ठाणे.
फोन : ४३४ ४० ३४ / ४३४ १९ ६२.

Hemashree Co-op. Hsg. Soc. Ltd.,
1st Floor, Near Ahilya Garden, Charai, THANE.
Tel. : 534 40 35, 534 19 62

TITLE CERTIFICATE

Re. : Property being ALL that piece and parcel of land, bearing Survey No.46, admeasuring 1Hectare 49Are 0Pratis equivalent to 14900 Square meters, lying, being and situated at Village Vadavali, Taluaka & District Thane, within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane.

I have caused the search of the above referred property to be taken in the Office of the Sub-Registrar, Thane, for the years commencing from 1958 to 1995 through Shri.G.D.Vaze, Searcher. For the years 1988 to 1995, the Index is not written. I have found no encumbrance on the property from the year 1958 to 1987.

On 17.03.1997, Shri.Sameer Haridas Thakkar entered into an Agreement for Sale of the above referred property with the Owners, i.e. Gangadhar Atmaram Patil and others, and the same is duly registered with the Sub-Registrar of Assurances at Thane on 18.03.1997 at Sr.No.1398/97;

The Owners, have also applied to the Competent Authority under Urban Land (Ceiling and Regulation) Act, 1976. The Competent Authority was pleased to pass Order on 02.02.2000 thereby exempting the above referred property from Ceiling Limits;

The Said Property was a property acquired by the Owners under the provisions of Bombay Tenancy and Agricultural Lands Act, 1948 and was therefore affected by Sec.43 of the said Act;



टनन-६

दस्त क्रमांक ४८९१ / २००४

२८-४६

मनोज केशव पष्टे

बी. ए. एलएल. बी.
(अॅडव्होकेट)

M. K. Pashte

B.A., LL. B.
(Advocate)

हेमाश्री को-ऑपरेटिव्ह होसिंग सोसायटी लि.
पटिला मजला, अडिल्चा बागेजवळ, चरई ठाणे.
फोन : ५३४ ४० ३५ / ५३४ १९ ६२.

Hemashree Co-op. Hsg. Soc. Ltd.,
1st Floor, Near Ahilya Garden, Charai, THANE
Tel. : 534 40 35, 534 19 62

The Owners preferred application before the Sub-Divisional Officer Thane, for granting to them the Sale Permission in respect of the above referred property. The Sub-Divisional Officer, Thane was pleased to accord his permission vide Order dated 10.04.2000;

The Owners have also executed a General Power of Attorney in favour of Shri. Sameer Haridas Thakkar for the development of the above referred Property and for sale of the flats and premises of the building/s proposed to be constructed thereon, which Power of Attorney has been duly registered with the Office of the Sub-Registrar of Assurances at Thane, at Sr.No.61/97 on 18.03.97;

The Plans have also been submitted to the Thane Municipal Corporation vide V.P.No.2000/129/Kasarvadali, the proposed development of the above referred property.

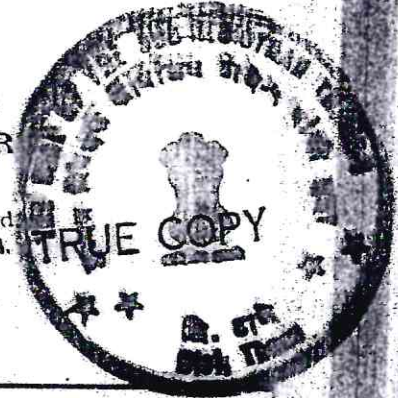
I have also perused the Revenue Records of the said property and the Mutation Entries of the above referred property and I have found no encumbrance on the property.

I have also issued a Public Notice, in Marathi daily "Mumbai Vruttanama" in its edition dated 02.10.2000 calling for the objections, from the public at large. I have not received any objection/s from any person whomsoever, within the time so stipulated in the said public notice. In my opinion the above referred property is free of encumbrances and the title of the said SHRI.GANGADHAR ATMARAM PATIL and 7 others is clear and marketable.

Thane
Date: 24.11.2000

M.K. Pashte
(M.K.PASHTE)
Advocate

Vikas R. Hirlekar
VIKAS R. HIRLEKAR
ADVOCATE, HIGH COURT
377 C, 1st Floor
3rd Floor, Main Road, S.V. Road
Malad (West), Mumbai-400 064.



टनन-९

दस्त क्रमांक १९१/२००४

२९-५६

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गाव वडवली

तालुका ठाणे

भूमापन क्रमांक	भूमापन क्रमांकाचा व्यवस्थापन	भूमापना पद्धती	योग्यदादाचे नाव	कुळाचे नाव
उ. म. ४६	—	—	(५०९) (६२६) (०४०)	
शेतीचे स्थानिक नांव	नि. ज. प्र.		वैशाखन आत्माराम पा.	
शासकरी पं. ग. क्षेत्र	हेक्टर	आर	जनार्दन आत्माराम पा.	
	१-४६-०		दशरथ आत्माराम पा.	
			माराजीबाई रागर्षद	
			(६३)	
			बांताबाई वास्तुदेव पाटील	इतर अधिकार स्म. क्र
	१-४६-०		पुरुषोत्तम वास्तुदेव पाटील	(५४५) (३६९)
			गंडोनी बांताबाई पाटील	(६५२) (३६५)
			(३६६) (६५०)	
पो. उ. (शासकरी योग्य नसताने):				
वर्ग (अ)				
वर्ग (ब)				
आवाराणी				
मुही किंवा विशेष आकारणी	२	६०		सिमा आणि भूमापन पिन

गांव नमुना बारा (पिकांची नोंद घरी)

वर्ष	वेळी	पिकांसाठी क्षेत्राचा संपादन										शासकरीसाठी उपलब्ध नसलेली जमीन	पिके घेतलेले क्षेत्र	जमीन बाबतचे नोंद	टिप	
		पिके घेतलेले क्षेत्र					निर्पिके पिकांसाठी क्षेत्र									
		पिके घेतलेले क्षेत्र	पिके घेतलेले क्षेत्र	पिके घेतलेले क्षेत्र	पिके घेतलेले क्षेत्र	पिके घेतलेले क्षेत्र	पिके घेतलेले क्षेत्र	पिके घेतलेले क्षेत्र	पिके घेतलेले क्षेत्र	पिके घेतलेले क्षेत्र	पिके घेतलेले क्षेत्र					
		हे.आर.	हे.आर.			हे.आर.	हे.आर.			हे.आर.	हे.आर.					

१०००
१००९

TRUE COPY

अस्तित्वात बाबतची नोंद घरी नसताना दिली असे.

दिनांक १५/१२/२०१०

NIKAS R. HIRLAKAR
ADVOCATE, HIGH COURT
306, Sri Sai Arc Road,
Malad (West), Mumbai - 400084.



टनन-६

दस्त क्रमांक ४९९/२००४

३०-४६

गांव नमुना सात (अधिकार अभिलेख प्राप्त)

गांव वडवडी

पु. नं. ()

वाणिका ठरणे

पु. नं. ६८	पु. नं. १३	पु. नं. १९५	पु. नं. १९५
पु. नं. १९५	पु. नं. १९५	पु. नं. १९५	पु. नं. १९५
पु. नं. १९५	पु. नं. १९५	पु. नं. १९५	पु. नं. १९५
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पु. नं. १९५	पु. नं. १९५	पु. नं. १९५	पु. नं. १९५

यशवंत मोरेस्कर
मन्वाचार्य
१९५

पु. नं. १९५

पु. नं. १९५

पु. नं. १९५

गांव नमुना द्वारा (पिकांची नोंद घेई)

क्र. नं.	पिकांचा प्रकार	पिकांचा मालकाचा नाव										पिकांचा क्षेत्र	पिकांचा क्षेत्र
		पिकांचा मालकाचा नाव					पिकांचा मालकाचा नाव						
		पिकांचा मालकाचा नाव	पिकांचा मालकाचा नाव	पिकांचा मालकाचा नाव	पिकांचा मालकाचा नाव	पिकांचा मालकाचा नाव	पिकांचा मालकाचा नाव	पिकांचा मालकाचा नाव	पिकांचा मालकाचा नाव	पिकांचा मालकाचा नाव	पिकांचा मालकाचा नाव		
१	पिकांचा मालकाचा नाव	पिकांचा मालकाचा नाव	पिकांचा मालकाचा नाव	पिकांचा मालकाचा नाव	पिकांचा मालकाचा नाव	पिकांचा मालकाचा नाव	पिकांचा मालकाचा नाव	पिकांचा मालकाचा नाव	पिकांचा मालकाचा नाव	पिकांचा मालकाचा नाव	पिकांचा मालकाचा नाव	०.३४-०	३

२०००
२००५

३१/०३/२००५

तलाठी-आंवळे

TRUE COPY

VIKAS R. HIRLE
ADVOCATE, HIGH COURT
306, Sri Sai Arcade,
3rd Floor, Mantriwadi, S.V. Road,
Malad (West), Mumbai-400 034



टनन-९
दस्त क्रमांक ४९९९/२००४
३९-५६

TRUE COPY

VIKAS R. HIRLEKAR
ADVOCATE, HIGH COURT
303, Sri Sai Ashada

क्र.महसुल/क-१/टे.१/एनएपी/एसआर-१३/२००९
जिल्हाधिकारी कार्यालय ठाणे
दिनांक ०१०/०९/२००९

वाचले 3rd Floor, Marathi B.S.V. Road,
Malad (West)

- १) श्रीमती नाजुबाई इब्राहीम व इतरांचे कुळमुखत्यारी श्री समीर हरदास ठक्कर यांचा दिनांक १-२-२००९ रोजीचा अर्ज.
- २) तहसिलदार ठाणे यांचेकडील चौकशी अहवाल क्र./जमिनबाब/२/वशी/११ दिनांक १३/३/२००९
- ३) उप विभागीय अधिकारी, ठाणे विभाग ठाणे यांचेकडील आदेश क्र. टीडी-६/कुव/विम/एसआर-१०१/९५ दिनांक १०-४-२००० व एसआर-३१२/९७ दि. १६/११/२०००
- ४) अपर जिल्हाधिकारी व संक्रम प्राधिकारी ठाणे नागरी संकुलन ठाणे यांचे कडील आदेश क्र. युएलसी/टीए/टे-७/कासारवडवली/एसआर-१११ दि.२०/१०/२००० ब) एसआर-१०९-८६ दिनांक ७/६/९७ क) एसआर-७८ दि.१९/७/१९९६ व दि.२/२/२००० ड) कावेसर-एसआर-२२२ दिनांक ९/५/२००० इ) युएलसी/टीए/डब्ल्युएसएचएस/२०/एसआर-१०४७ दि. १२/१/१९९९ दि.१६/९/२००० लगत पत्र क्र. युएलसी/टीए/कासारवडवली/वशी-३९९ दि.११/४/२००९.
- ५) सामान्य शाखा (भुसंपादन विभाग) यांचे कडील पत्र क्र. सामान्य/ का-४/ टे-३/ भुस/कावि-९००० दि. १६/५/२००९
- ६) ठाणे महानगरपालिका यांचे कडील बांधकाम परवानगी क्र. व्हीपी नं./२०००/१२९/टीएमसी/टीडीडी/१९४४ दि. २५/१/२००९ .
- ७) मा. दिवाणी न्यायालय वरिष्ठ स्तर ठाणे यांचेकडील दावा क्र. ०६७/२००९ मधील दिनांक १५/६/२००९ रोजीचा निर्णय
- ८) दि. १६/२/२००९ रोजीच्या दैनिक ' मुंबई वृत्तनामा ' मधील जाहिरनामा.
- ९) अर्जदार यांचे दि.१२.२.२००९ रोजीचे हमीपत्र

आदेश :-

ज्या अर्थी, श्रीमती नाजुबाई इब्राहीम व इतर रा. कासारवडवली ता. ठाणे यांनी ठाणे जिल्ह्यातील ठाणे तालुक्यातील मौजे- वडवली ता. ठाणे जि. ठाणे यांनी ठाणे जिल्ह्यातील ठाणे तालुक्यातील मौजे वडवली येथील स.नं. ४६, ४७/३, ५७/४, ६८/१३ पैकी मधील आपल्या मालकीच्या जमीनीतील क्षेत्र २७, ३१०-०० चौ.मी. एवढ्या जागेचा रहिवास व वाणिज्य या विंगरशेतकी प्रयोजनार्थ वापर करण्याची परवानगी मिळण्या बाबत अर्ज केलेला आहे.

आणि ज्या अर्थी दि.१२/२/२००९ रोजी अर्जदार यांनी दैनिक 'मुंबई वृत्तनामा' या वृत्तपत्रात जाहिरात दिलेली होती त्यावर श्री शंबीर अब्दुल रहमान शेख रा. कासारवडवली ता. ठाणे यांनी दि.२२/२/२००९ रोजी घेतलेल्या हरकतीची रीतसर सुनावणी घेऊन निर्णय घेणेत आलेला आहे.

त्या अर्थी, आता महाराष्ट्र जमीन महसुल अधिनियम १९६६ चे कलम ४४ अन्वये जिल्हाधिकारी ठाणे यांच्याकडे निहित करण्यांत आलेल्या अधिकारांचा वापर करून उक्त जिल्हाधिकारी याद्वारे, श्री गंगाधर आत्माराम, जनार्दन आत्माराम, दशरथ आत्माराम, मालतीबाई रामचंद्र, शांताबाई वासुदेव पाटील, पुरुषोत्तम वासुदेव पाटील, नंदिनी शामराव पाटील, नाजूबीबी इब्राहीम हाबीबीबी मर्द महंमद अमीन, सुलेमान आदम शेख, अब्दुल अजीज आदम शेख, अमिनाबी शेख महंमद शेख, रशीदा जावेद शेख, महंमद सलीम शेख, आश्रबी गफूर शेख, हाबीबाबी अब्दुल रहमान, सुप्राबी अब्दुल रहमान, शब्बीर अब्दुल रहमान, बशीर अब्दुल रहमान, अयुब अब्दुल रहमान, पप्पु अब्दुल रहमान, मममान अब्दुल रहमान, महंमद इतीफ अब्दुल का., फारुख अब्दुल कादीर, सहराबी इब्राहीम शेख, रजीया जखार शेख, सरीखी अन्वरी, नफीशा अब्दुल कादीर, अबीदानी बशीर शेख, नफीसाबी मुक्तार शेख, शब्बीरकोबी जखार शेख, नफीसाबीबी अब्दुल गफूर चरेकर व यशवंत मोरेधर मन्वायचि रा.



टनन-९
बस्त क्रमांक ४६९१/२००९
३२-५६


Chauhan

कासारवडवली ता. जि.ठाणे यांना ठाणे तालुक्यातील मौजे-वडवली येथील स.नं. . ४६, ४७/३, ५७/३, ६८/१ मधील ३७,३००-०० चौ.मी एवढ्या जमीनीच्या क्षेत्रा पैकी रहिवास २६,५९७-०० चौ.मी. व वाणिज्य ७१२-३५ चौ.मी.या विंगर शेतकी प्रयोजनार्थ वापर करण्या बाबत पुढील शर्तीवर अनुज्ञा (परवानगी) देण्यांत येत असून ठाणे महानगरपालिकेच्या मंजूर बांधकाम नकाशाप्रमाणे खालील क्षेत्रावर बांधकाम अनुज्ञेय नाही.

१) रोड सेंट बॅक एरिया	२२५२-३७ चौ.मी.
२) नियोजित रस्ता	३५३९-९३ चौ.मी.
३) रिक्रीएशन ग्राऊंड व रस्ता	४७७-७५ चौ.मी.
४) इतर सुविधांसाठी	२०७४-८८ चौ.मी.

त्या शर्ती अशा:-

१. ही परवानगी अधिनियम त्याखालील केलेले नियम यांना अधिन ठेवून देण्यांत आलेली आहे.
२. अनुज्ञाप्राप्ती व्यक्तीने (प्रॅटीने) अशा जमीनीचा वापर व त्यावरील इमारतीच्या आणि किंवा अन्य बांधकामाचा उपयोग उक्त जमीनीचा ज्या प्रयोजनार्थ उपयोग करण्यास 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 तसा अर्थाची आगाऊ लेखी परवानगी मिळविल्याशिवाय वापर करता कामा नये. इमारतीच्या वापरावरून जमिनीचा वापर ठरविण्यांत येईल.
३. अशी परवानगी देणा-या प्राधिका-याकडून अशा भूखंडाची किंवा त्यांचे जे कोणतेही उपभूखंड करण्या बाबत मंजूरी मिळाली असेल त्या उपभूखंडाची आणखी पोट विभागणी करता कामा नये.
४. अनुज्ञाप्राप्ती व्यक्तीने (अ) जिल्हाधिकारी व संबंधित नगरपालिका प्राधिकरण यांचे समाधान होईल अशा रीतीने अशा जमीनीत रस्ते, गटारे वगैरे बांधून आणि (ब) भूमापन विभागा कडून अशा भूखंडाची मोजणी व त्यांचे सीमांकन करून ती जमीन या आदेशाच्या तारखे पासून एक वर्षांच्या आंत मंजूर आराखड्या प्रमाणेच काटेकोरपणे विकसित केली पाहिजे. आणि अशा रीतीने ती जमीन विकसित केली जाई पर्यंत त्या जमीनीची कोणत्याही रीतीने विल्हेवाट लायता कामा नये.
५. अनुज्ञाप्राप्ती व्यक्तीस असा भूखंड द्यावयाचा असेल किंवा त्यांनी इतर प्रकारे विल्हेवाट लावण्याची असेल तर अशा अनुज्ञाप्राप्ती व्यक्तीने तो भूखंड या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीचे पालन करूनच विकणे किंवा अशा शर्तीनुसारच त्याची अन्य प्रकारे विल्हेवाट लावणे आणि त्यांचे निष्पादित केलेल्या विलेखात तसा खास उल्लेख करणे हे त्यांचे कर्तव्य असेल.
६. या सोबत जोडलेल्या स्थळ आराखड्यात आणि किंवा इमारतीच्या नकाशात निर्दिष्ट केल्या प्रमाणे इतक्या जोते क्षेत्रावर बांधकाम करण्या विषयी ही परवानगी देण्यांत आलेली आहे. सदर भूखंडातील नकाशात दर्शविल्या प्रमाणेच उर्वरित क्षेत्र विना बांधकाम मोकळे सोडले पाहिजे.
- ६अ) प्रस्तावित बांधकाम हे नकाशात दर्शविलेल्या मजल्या पेक्षा जास्त मजल्याचे असू नये.
७. प्रस्तावित इमारत किंवा कोणतेही काम (असल्यास) त्यांच्या बांधकामास लागू करण्यापूर्वी अनुज्ञाप्राप्ती व्यक्तीने (प्रॅटीने) ठाणे महानगरपालिका यांची असेल बांधकाम विषयाची आवश्यक ती परवानगी मिळविणे हे अशा व्यक्तीवर बंधन ठेवले असेल.
८. अनुज्ञाप्राप्ती व्यक्तीने सोबत जोडलेल्या नकाशात दर्शविल्या प्रमाणे सीमांतिक मोकळे क्षेत्र (ओपन मार्जिनल डिस्टेंसेस) सोडले पाहिजे.
९. या आदेशाच्या दिनांका पासून एक वर्षांच्या कालावधीत अनुज्ञाप्राप्ती व्यक्तीने अशा जमीनीचा विंगर शेतकी प्रयोजनासाठी वापर करण्यास सुरुवात केली पाहिजे. मात्र वेळोवेळी असा काळवाणी वाढविण्यांत आला असेल तर ती गोष्ट अलाहिदा. अनुज्ञाप्राप्ती व्यक्तीने उपरोक्त प्रमाणे न केलेल्यास ही परवानगी रद्द करण्यांत आली असल्याचे समजण्यात येईल.


 ३३-४६



र वानखोडे अपर जिल्हाधिकारी व सक्षम प्राधिकारी, ठाणे नागरी
ठाणे व बृहन्मुंबई नागरी संकलना समीक्षालीन ८ कि.मी. परिसर
यांचे न्यायालयाने.

दस्तावेज क्रमांक :- युस्लतो/दिश्टे.७/कासार वडवली/सजा८/७८
निष्पत्ती दिनांक :- ०२/२/२०००
विवरणपत्रधारकाचे नांव :- श्री. गंगाधर आत्माराम पाटील
व पत्ता :- रा. कासार वडवली ता. जि. ठाणे.

- वाचने - १] शासन परिपत्रक क्र/युस्लतो/१०९२/[५४४४]/का. १३ दि. २२/२/९३
२] श्री. गंगाधर आत्माराम पाटील व इतर यांचे कुळमुडत्यारो श्री.
समोर हरीदास ठक्कर यांनी मा. सचिव गृहनिर्माण व विशेष
सहाय्य विभाग यांचेकडे केलेला दि. २६/१०/९९ रोजीचा अर्ज.
३] शासन गृहनिर्माण व विशेष सहाय्य विभाग यांचेकडील पत्र क्र.
नाजक ४२९९/प्रक्र. १४६/नाजकधा-३ दिनांक १५/११/९९
४] सहाय्यक नगर रचनाकार यांचे कडील दि. ८/१२/९९ मंत्र टिप्पणी.

नागरी जमोन कमाल धारणा कायद्याचे
कलम ४५ प्रमाणे सुधारित आदेश

ज्या अर्थी श्री. गंगाधर आत्माराम पाटील यांनी धारणा केलेल्या मोजे
कासार वडवली येथील जमोनोबाबत नागरी जमोन कमाल धारणा कायद्याचे कलम
४५ प्रमाणे दि. १४/१०/९९ रोजी सुधारित आदेश पारोत करण्यात आले आहे.
सदर आदेश पारोत करतांना विवरणपत्रधारक यांचे स्फुण धारणा क्षेत्र ३७५७०.००
चौ. मि. मधून हरित पट्ट्याखालील २८८०.०० चौ. मि. रस्त्या खालील
२१७७.६२ चौ. मि. क्षेत्र वजा जाता ३०६१२.६८ चौ. मि. निव्वळ मोकळे क्षेत्र येत
आहे. सदर मोकळे क्षेत्रातून विवरणपत्र धारकास ४०००.०० चौ. मि. ८ हिस्से
मंत्र कडून अनुज्ञेय ठरविण्यात येवून २६६१२.६८ चौ. मि. क्षेत्र अतिरिक्त घोषित
करणेत आले आहे.

ज्या अर्थी गंगाधर आत्माराम पाटील व इतर यांचे कुळमुडत्यारो यांनी
दि. २६/१०/९९ रोजी शासनाच्या गृहनिर्माण व विशेष सहाय्य विभाग यांचेकडे
अर्ज देवून सदर आदेशातील कासार वडवली त. नं. ४६ हो जमोन शेतजमोन अगून
सन १९७२ व १९७६ साली जमोन हरोत पट्ट्यात असल्याने कलम २(क्यू)[वन]
नुसार सदर जमोन हो नागरी मोकळी जमोन हया तक्षिमध्ये येत नाही म्हणून मा.
सर्वांचे न्यायालयाने अतियाबी बेगम विरुद्ध उत्तर प्रदेश सरकार हया निर्णयात
दिलेला निर्णयानुसार सदर जमोनोत ना. ज. क. धा. बस कायद्याच्या तरतुदी
नुसार होत नाही असा आदेश पारोत करणे बाबत विनंतो केली आहे.

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दस्तावेज क्रमांक ४८९९/२०००
३६-५६

१९अ. या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीपैकी कोणत्याही शर्तीचे अनुज्ञाप्राप्ती व्यक्तीने उल्लंघन केल्यास उक्त अधिनियमाच्या उपबंधान्वये असा अनुज्ञाप्राप्ती ज्या कोणत्याही शास्तीस पात्र ठरेल त्या शास्तीस बाधा न येऊ देता ठाण्याच्या जिल्हाधिका-यास तो निर्दिष्ट करेल असा दंड आणि आकारणी भरल्यानंतर उक्त जमीन किंवा भूखंड अर्जदाराच्या ताब्यात राहू देण्याचा अधिकार असेल.

१९ब. वरील खंड अ) मध्ये काहीही अंतर्भूत असले तरीही या परवानगीच्या तरतुदीविरुद्ध जाऊन कोणतीही इमारत किंवा बांधकाम उभे करण्यांत आले असेल किंवा तरतुदी विरुद्ध या इमारतीच्या किंवा बांधकामाचा वापर करण्यांत आला असेल तर विनिर्दिष्ट मुदतीच्या आत अशा रीतीने उभारलेली इमारत काढून टाकण्या विषयी किंवा तीत फेरबदल करण्याविषयी ठाण्याच्या जिल्हाधिका-याने निर्देश देणे विधी संमत असेल. तसेच ठाण्याच्या जिल्हाधिका-याला अशी इमारत किंवा बांधकाम काढून टाकण्याचे किंवा तीत फेरबदल करण्याचे काम करवून घेण्याचा किंवा त्या प्रीत्यर्थ आलेला खर्च अनुज्ञाप्राप्ती व्यक्तीकडून जमीन महसुलाची थकबाकी म्हणून वसूल करून घेण्याचा अधिकार असेल.

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

२१. अनुज्ञाप्राप्ती यांनी विगरशेतकी आकारणीच्या पाचपट रक्कम रु.१३,५३३/- (अक्षरी रु. तेरा हजार पाचशे तेहत्तीस मात्र) रुपांतरीत कर (कन्व्हर्शन टॅक्स) म्हणून तलाठी सजा ओवळे यांचे कडील पावती क्र. २००६४३५ दि. ७-९-२००९ अन्वये सरकार जमा केली आहे.

२२. अनुज्ञाप्राप्ती यांनी ठाणे महानगरपालिका यांचे कडील मंजूर नकाशाबरहुकुमच बांधकाम केले पाहिजे.

२३. अनुज्ञाप्राप्ती यांनी ठाणे महानगरपालिका यांचे कडिल बांधकाम नकाशा व्यतिरिक्त जादा बांधकाम केल्यास अगर बांधकामा मध्ये बदल करून जादा घटईक्षेत्र निर्देशांक वापरल्यास अनुज्ञाप्राप्ती हे महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ चे कलम ५२ अन्वये फौजदारी स्वरुपाचा गुन्हा दाखल करण्यास पात्र रहातील व असे जादा बांधकाम दूर करण्यास पात्र राहिल.

२४. अपर जिल्हाधिकारी व सक्षम प्राधिकारी, ठाणे नागरी संकुलन ठाणे यांचेकडील प्रस्तावनेतील अनुक्रमांक ४ वरील आदेशामध्ये नमूद केले प्रमाणे ठराविक मापाच्या सदनिकांचे बांधकाम करणे व ज्या सदनिकांचे शासनाकडे हस्तांतरण करणेचे आहे त्यांचे शासनाकडे हस्तांतरण करणे अनुज्ञाप्राप्ती यांचेवर बंधनकारक राहिल.

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सही/-

(आय.एस. चडल)

जिल्हाधिकारी ठाणे

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प्रति,

श्रीमती नाजुबाई इब्राहीम व इतर

रा. कासारवडवली ता. जि. ठाणे.



जिल्हाधिकारी ठाणे करिता

टनन-९

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१०. अनुज्ञाप्राप्ती व्यक्तीने अशा जमीनीचे बिगर शेतकी प्रयोजनार्थ वापर करण्यास ज्या दिनांका पासून सुरुवात केली असेल किंवा ज्या दिनांकास त्याने अशा जमीनीच्या वापरात बदल केला असेल तर तो दिनांक त्याने एक महिन्याच्या आंत तलाठ्या मार्फत ठाणे तहसिलदारांस कळविले पाहिजे. जर तो असे करण्यास चुकेल तर महाराष्ट्र जमीन महसुल (जमीनीच्या वापरातील बदल व बिगरशेतकी आकारणी) नियम १९६९ मधील नियम ६ अन्वये त्याच्यावर कार्यवाही करण्यास असा अनुज्ञाप्राप्ती पात्र ठरेल.
११. सदरहू आदेशाच्या दिनांकापासून सदर अनुज्ञाप्राप्तीने त्या जमिनीच्या संबंधात दर चौ.मी. मागे ०-१३-३ रुपये दराने बिगर शेतकी आकारणी दिली पाहिजे. किंवा परवानगीच्या तारखेच्या पूर्वलक्षी प्रभावाने अथवा त्यानंतर अंमलात येणारे बिनशेती दराने बिनशेती आकार देणे बंधनकारक राहिल. अशा जमिनीच्या वापरात कोणत्याही प्रकारचा बदल करण्यांत आला तर त्या प्रसंगी निराळ्या दराने बिगर शेतकी आकारणीच्या हमीची मुदत अजून समाप्त व्हावयाची आहे ही गोष्ट विचारांत घेण्यांत येणार नाही.
१२. दि.३१-७-१९९१ रोजी अस्तीत्वांत असलेल्या दराने अकषिक आकारणी सदरहू आदेशामध्ये करण्यात आलेली असली तरी महाराष्ट्र जमीन महसुल अधिनियम १९६६ मधील तरतूदीनुसार आणि त्या अनुषंगाने वेळोवेळी तयार करण्यांत आलेल्या प्रचलित नियमानुसार दिनांक १-८-९१ पासून असून अकषिक आकारणीचे जे सुधारित प्रमाणदर अंमलात येतील त्या दरानुसार आकारणीची रक्कम भरणे परवानगी धारकावर बंधनकारक राहिल. तसेच दिनांक १-८-९१ पासून निर्गमित केलेल्या आदेशान्वये जरी जुन्या दराने अकषिक आकारणीचे दर नमूद केले असले तरी जुने दर व नवीन अस्तीत्वांत येणारे दर यामधील फरकाची रक्कम भरणे परवानगीधारकावर बंधनकारक राहिल. त्याच प्रमाणे रुपांतरित कराचे फरकाची रक्कम भरणे देखील अनुज्ञाप्राप्ती यांचेवर बंधनकारक राहिल.
१३. अनुज्ञाप्राप्ती यांनी सदर जागेची अती तातडीची मोजणी फ्री रक्कम रु.३२००/- (अक्षरी तीन हजार दोनशे रु मात्र) चलन क्र. २६९/२००१ दिनांक ७ / ९ / २००१ अन्वये शासन जमा केली आहे.
१४. भूमापन विभागाकडून जमीनीची मोजणी करण्यांत आल्या नंतर अशा जमीनीचे जितके क्षेत्रफळ आढळून येईल तितक्या क्षेत्रफळानुसार या आदेशात आणि सनदीमध्ये नमूद केलेले क्षेत्र तसेच बिगरशेतकी आकारणी यांत बदल करण्यांत येईल.
१५. सदर जमीनीच्या बिगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून एक वर्षाच्या कालावधीत अनुज्ञाप्रीने अशा जमीनीवर आवश्यक ती इमारत बांधली पाहिजे. अन्यथा सदरहू आदेश रद्द समजण्यांत येईल. व अनुज्ञाप्राप्ती यांना अकषिक परवानगीसाठी नव्याने अर्ज सादर करावा लागेल.
१६. पुर्वीच मंजूर केलेल्या नकाशावरहुकुम अगोदरच बांधलेल्या इमारतीत अनुज्ञाप्राप्तीने कोणतीही भर घालता कामा नये किंवा ती मध्ये कोणताही फेरबदल करता कामा नये. मात्र अशी भर घालण्यासाठी किंवा फेरबदल करण्यासाठी जिल्हाधिका-यांची परवानगी घेतली असेल आणि अशा भरीचे किंवा फेरबदलाचे नकाशे मंजूर करून घेतले असतील तर ती मंजूर व्हावी.
१७. अनुज्ञाप्राप्ती व्यक्तीने आजुबाजूच्या परिसरांत अस्वच्छता व मलनिर्गमन नियम लागू ठरविलेले प्रमाणे रीतीने आपल्या स्वतःच्या खर्चाने आपली पाणीपुरवठ्याची व्यवस्था पाण्याचा निचरा करण्यास व्यवस्था केली पाहिजे.
१८. जमीनीच्या बिगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून एक महिन्याच्या कालावधीत अनुज्ञाप्राप्ती व्यक्तीने महाराष्ट्र जमीन महसुल (जमीनीच्या वापरात बदल व बिगरशेतकी आकारणी) नियम १९६९ यातील अनुसूची पाच मध्ये दिलेले नमुन्यात एक सनद करून देऊन ती या आदेशातील सर्व शर्ती समाविष्ट करणे त्यास बंधनकारक असेल.

२. द. द. द.



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ज्या अर्थी शासन गृहनिर्माण व विशेष सहाय्य विभाग, मंत्रालय यांचे कडील पत्र क्रमांक/नाजक ४२९९/प्र.क. १४६ नाजकधा. ३ दि. १५/११/९९ अन्वये प्रकरणी अतिथी मोहम्मदो बेगम विरुद्ध उत्तर प्रदेश सरकार या प्रकरणी सर्वोच्च न्यायालयाने दिलेला निकाल विचारांत घेवून — फेरतपासणी करून निर्णय घेण्याबाबत निर्देश दिले आहेत.

ज्याअर्थी दिनांक १९/७/९६, १२/१/९९ व दि. १४/१०/९९ रोजी पारोत केलेल्या आदेशांमध्ये सन. ४६ चे स्कूण १४९००.०० चौ. मि. क्षेत्रातून विकास रस्त्याने बांधित होणारे २०८२.०० चौ. मि. क्षेत्र वजा करून उर्वरित १२८१८.०० चौ. मि. क्षेत्र निव्वळ मोळे क्षेत्र ठरविण्यात आले होते. वि.प. धारकाच्या विनंती नुसार त्यास अनुज्ञेय ८ हिस्से [५००x८] = ४००० चौ. मि. क्षेत्र याच जमिनीतून राखून ठेवण्यात आले होते व उर्वरित ८८१८.०० चौ. मि. क्षेत्र अतिरिक्त जाहिर करण्यांत आले. स. नं. ३६/३ स्कूण क्षेत्र ४१४०.०० चौ. मि. मधून ७१०.०० चौ. मि. क्षेत्र विकास रस्त्याने बांधित होवून ३४३०.०० चौ. मि. क्षेत्र निव्वळ मोळे क्षेत्र ठरविण्यांत आले होते. व सदरचे क्षेत्र अतिरिक्त म्हणून जाहिर करण्यांत आले आहे.



ज्याअर्थी शासनाच्या दि. १५/११/९९ च्या निर्देशानुसार वि.प. धारकाच्या स. नं. ४६ व ३६/३ ह्या जमोनी मुंबई महानगर प्रादेशिक नियोजन मंडळाच्या विकास योजनेनुसार कायद्याच्या प्रांभदिनी अनुज्ञेय भूवापरा बाबत छाननी केली असता प्रस्तुतच्या जमोनी ह्या १७/२/७६ रोजी हरित पट्ट्यांत समाविष्ट होत्या स. नं. ४६ मधील ८८१८.०० चौ. मि. क्षेत्र हे मोजे कासार वडवली गावठाणाच्या बाह्य सीमेच्या २०० मीटर [१ फ्लॉग] परिघस्त सीमेच्या बाहेर आहे आणि उर्वरित क्षेत्र ६०८२.०० चौ. मि. हे परिघस्त सीमेच्या आत आहे.

ज्याअर्थी स. नं. ४६ आणि ३६/३ या जमिनीचा नियत दिनापूर्वी पासूनचा फलक वापर संबंधित जमिनीचे महसुली अभिलेखा [७/१२] वरून अक्कोकन करता जातरीती व गवता करिता केला जात होता असे स्पष्ट होते.

ज्याअर्थी प्रस्तुत जमोनी नियतदिनीपूर्वी पासून शीती करिता वापरल्या जात होत्या आणि विकास योजनेमध्ये त्यांचा वापर हा बांधकाम योजने प्रयोजनासाठी नव्हता त्यामुळे कलम २(ओ) [अ] अन्वये मुख्य त्वेकरून शीतीसाठी वापरण्यात येण-वा जमोनी असे गृहित धरावे लागेल तथापि मुंबई महानगर प्रादेशिक नियोजन मंडळाच्या अहवालातील बांधकाम विषयक मार्गदर्शक तत्वा नुसार [परिच्छेद ५२.६२] हरित पट्ट्यातील ज्या जमोनी गावठाणाच्या बाह्य सीमेपासून १ फ्लॉगाच्या परिघामध्ये समाविष्ट आहेत त्यामध्ये गावाच्या नैसर्गिक वाढीसाठी बांधकामे अनूज्ञेय ठरविण्यात आली होती म्हणून स. नं. ४६ मधील ६०८२.०० चौ. मि. क्षेत्र जमिनी अक्कोकन कलम २(क्यू)[वन] नुसार



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मोक्को जमोन या त्हेत समाविष्ट होईल व त्यास नागरी जमोन कमाल धारणा कायदाच्या तरतूदी लागू होतील.

आचार्यी मा. सर्वोच्च न्यायलयाने अतिया महंमदी बेगम विरुद्ध उत्तर प्रदेश सरकारच्या प्रकरणात दिलेल्या निवाड्यानुसार तसेच त्याअनुषंगाने केंद्र सरकारच्या गृह विभागाने दि. २०/१/९६ रोजी निर्गमित केलेल्या मार्गदर्शक सूचना तसेच राज्यशासनाच्या दि. ११/५/९८ व २४ जून ९९ रोजी निर्गमित केलेल्या सूचना नुसार ज्या जमिनी नियतदिनी कलम २(क्यू) [वन] नुसार मोक्को जमोन या त्हेत समाविष्ट नव्हत्या त्या जमिनी विकास योजने ताल पर्याय बदलाने जरी बांधकाम योग्य ठरविले प्रयोजनांशाली समाविष्ट करण्यात आल्या असल्या तरी देखिल प्रकरण ३ च्या तरतूदी लागू करण्यापसून अस्तित्वात त्यामुळे वि. प. धारकाने धारण केलेल्या स. नं. ४६ मधील १४९००.०० रु. = ८८१८ आणि ३६/३ मधील ४१४०.०० चौ. मि. क्षेत्र हे प्रकरण ३ च्या तरतूदी लागू नव्हत्यापासून मुक्त आहे असे गृहित धरण्यात येवून शासनाने दि. २४/१२/९३ रोजीच्या आदेशात दिलेल्या अधिकाराचा व दि. १४/११/९९ रोजी दिलेल्या निर्देशाच्या विचारा नुसार प्रस्तुत प्रकरणी पटोल प्रमाणे सुधारित आदेश पारित करण्यात येत आहेत.



क्र. नं.	स. नं. दि. नं.	जमोनो या भूपट्टा	एकूण क्षेत्र चौ.मी	हरित पट्ट्या शालील क्षेत्र चौ. मी	रस्त्या शालील क्षेत्र चौ. मी.	निष्कळ मोक्को क्षेत्र चौ.मी.	विप धारका रुडे, राहान ठेगाच्याचे क्षेत्र चौ. मि.	कलम २(क्यू) [वन] नुसार बांधकाम अयोग्य क्षेत्र चौ. मि.	अतिरिक्त क्षेत्र चौ. मि.
१	१७/६०	रस्ता	४५०.०	---	४५०.०	---	---	---	---
२	१७/६०	रस्ता	७३०.०	---	७३०.०	---	---	---	---
३	३६/३	रहिनरस्ता	४१४०.०	---	---	---	---	४१४०.००	---
४	४२/२	रहिनरस्ता	३५३०.०	---	---	३५३०.०	---	---	---
५	५८/४	"	२१०.०	---	---	२१०.०	---	---	३५३०.००
६	५२/६	"	१३७०.०	---	---	१३७०.०	---	---	२१०.००
७	६०/२	"	१६९०.०	---	---	१६९०.०	---	---	१३७०.००
८	६१/६	"	७१०.०	---	---	७१०.००	---	---	१६९०.००
९	७६/२३	हरित	१८२०.०	१८२०.०	---	---	---	---	७१०.००
१०	९३/२९	"	७१०.०	७१०.०	---	---	---	---	---
११	९३/५०	"	३५०.०	३५०.०	---	---	---	---	---
१२	११२/८	रहिनरस्ता	७५०.०	---	---	---	---	---	---
१३	१२०/२	रहिनरस्ता	१०१०.०	---	---	७५०.०	---	---	७५०.००
१४	५९/४	रहिनरस्ता	४५०.०	---	५.६२	१००४.३८	---	---	१००४.३८
१५	२३/२५	"	४६५०.०	---	---	४५०.०	---	---	४५०.००
१६	४६	रहिनरस्ता	१४९००.०	---	२०८२.०	१२८१८.०	४०००.०	८८१८.००	४६५०.००
प्रमाण		३७४७०.०	२८८०.०	३२६७.६	३२३०६१२.६८	४०००.०	१२२९५८.००	१४३६४.३८	---



टनन-६
 दस्त क्रमांक ५९९९/२००७
 ३८-५६

विवरणपर धारक हे १४३६४.३८ चौ. मि. क्षेत्राचे अतिरिक्त क्षेत्रधारक ठरलेले आहेत. सदरचे अतिरिक्त क्षेत्र तपशिलाच्या रकाना क्र. १० मध्ये दर्शविल्या नुसार स. नं. मधुन संधादन करण्यांत यावे व नागरी जमोन कयाल धारणा कायदा कलम ९ व १०[१] नुसार पुढील कार्यवाही करण्यात यावी.

सदरचा आदेश हा दि. १९/७/९६, १२/१/९९ व १४/१०/९९ रोजी पारित केलेल्या आदेशांमधूनून स रून पारित करण्यांत येत आहे.

सदरचा निकाल आज दि. २२/२/२००० रोजी माझे तहोशिक्यानिशी दिला आहे. सदरचा निकाल संबंधितांना कळविणेत यावा.

स्वी /

[भास्कर वानखोडे]

अपर जिल्हाधिकारी व सक्षम प्राधिकारी :
ठाणे नगर संकलन, ठाणे व
बृहन्मुंबई नगर संकलना समीक्षतालाल
८ कि. मी. परिसर, ठाणे.

श्री. गंगाधर आत्माराम पाटील
रा. कासार वडको ता. जि. ठाणे.



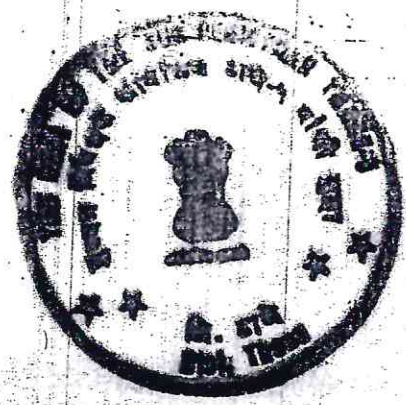
CERTIFIED COPY
Copy applied for on 3/2/2000 Copying fee Rs. 20.00
Copy ready on 3/2/2000 Charge Rs. ---
Copy delivered on 3/2/2000 Paper fee Rs. ---
Copied by V. P. L. Burges Rs. ---
Compared by [Signature] Total Rs. 20.00

Tahsiladar

Urban Agglomeration Thane

TRUE COPY

VIKAS R. HULEKAR
ADVOCATE, HIGH COURT
393, Sri Sai Society
3rd Floor, Mantriwadi, S. V. Road,
Malad (West), Mumbai-400 094.



टनन-६
वस्त क्रमांक ६९९१/२००४
३९-४६

- १५] महात्मा गांधीवास्तुवाद निमित्त प्रस्तुत ह्याची जबाबदारी
- १६] महात्मा गांधीवास्तुवाद निमित्त महात्मा गांधीवास्तुवाद
- १७] महात्मा गांधीवास्तुवाद निमित्त महात्मा गांधीवास्तुवाद
- १८] महात्मा गांधीवास्तुवाद निमित्त महात्मा गांधीवास्तुवाद

आयला,


महास्येक मुद्रांक नमूर रचना,
 ठाणे, महानगरपालिका, ठाणे.

उपे. २८६०२





सावधान

कृपया नकाशासुधार बांधकाम न करणे वरिष्ठ
 विभाग निदेशानुसार नियमावलीनुसार बांधकाम करा
 नकाशासुधार न करता बांधकाम बांधू नये, नकाशासुधार
 बांधकाम बांधू नये. नकाशासुधार बांधकाम बांधू नये.
 नकाशासुधार बांधकाम बांधू नये. नकाशासुधार बांधकाम बांधू नये.

TRUE COPY



SHRUTI VARNAYKAR & ASSOCIATES
 ARCHITECTS.

Copy To,

- 1) Dy. Municipal Commissioner - Zone
- 2) E. E. (Enrichment)
- 3) Competent Authority (U. L. C.)
for sec. 20, 21 & 22 if required
- 4) TILR for necessary correction in record of
Land is affected by Road
widening/reservatio.



टनन-९
दस्त क्रमांक ४९९९/२००५
४९-५६

क्र.युएलसी/टिए/एटीपी/कलम-२०/एस.आर.१९७,
अपर जिल्हाधिकारी व सक्षम प्राधिकारी,
ठाणे नागरी संकुलन, ठाणे,
दिनांक - १२/०५/२००२.

प्रति,
श्री. गंगाधर आत्माराम पाटील व इतर,
द्वास. श्री. समीर हरीदास ठक्कर,
३, शरदकुंज, डॉ. मुस रोड,
ठाणे.

विषय - ना.ज.क.धा. अधिनियम १९७६,
कलम २० खालील योजना....
जमीनधारक-श्री. गंगाधर आत्माराम पाटील व इतर.
गोंज- कारारगडवली, ता. त्रि. ठाणे.
स.क्र. ४६.
संदर्भ - श्री. समीर हरीदास ठक्कर यांचा दि. ७/५/२००२
संज्ञीचा अर्ज.

महोदय,

उपरोक्त विषयासंदर्भात आपणांस कळविणेत येते की, खालील अटी व शर्तीच्या अधीन राहून
योजनेतील सदनिकांच्या नोंदणीस या कार्यालयाची हरकत नाही.

१. मूळ योजना आदेश क्र. युएलसी/टिए/ एटीपी/डब्ल्यु.एस.एच.एस. २० / एस.आर.१९७,
दि.१६/१०/९६ मधील इतर अटी व शर्ती पूर्वी प्रमाणेच योजनाधारक / विकारांकलें यांचे
बंधनकारक राहतील.
२. शासनाच्या दर निश्चितीबाबतचा निर्णय आपणांचे बंधनकारक राहिल.



अपर जिल्हाधिकारी व सक्षम प्राधिकारी,
ठाणे नागरी संकुलन, ठाणे.

- प्रत - मा. आयुक्त ठाणे, म. प्र. योजना देवून कळविणेत येते की, कृपया उक्त प्रकरणी पुढील
परवानगी देणेस या कार्यालयाची हरकत नाही.
- प्रत - सह जिल्हा निबंधक, ठाणे.
- प्रत - दुय्यम निबंधक, ठाणे यांना देवून कळविणेत येते की, उक्त प्रकरणी खरेदी - विक्री व्यवहार
नोंदविण्यास या कार्यालयाची हरकत नाही.



टनन-९
वस्त क्रमांक ६९९ / २००४
४२-५६

क्र.युएलसी/टिप/एटीपी/कलम २०/एस.आर.१०४७,
अपर जिल्हाधिकारी व सक्षम प्राधिकारी,
ठाणे नगरी संकुलन, ठाणे.
दिनांक - १३/०५/२००२.

प्रति,
श्री.यशवंत मोरेश्वर मन्वाचार्य,
द्वारा. श्री. समीर हरीदास टक्कर,
३, शरदकुंज, डॉ. भुस रोड,
ठाणे.

विषय - ना.ज.क.धा. अधिनियम १९७६,
कलम २० खालील योजना....
जमीनधारक - श्री.यशवंत मोरेश्वर मन्वाचार्य,
मौजे- कासारवडयली, ता. जि. ठाणे.
स.क्र. ६८/१२ पै.
क्षेत्र - ४६७७.०० चौ.मी.
संदर्भ - श्री. समीर हरीदास टक्कर यांचे दिनांक -
०७/०५/२००२ सेजीचा अर्ज.

महोदय,

उपरोक्त विषयासंदर्भात आपणांस कळविणेत येते की, खालील अटी व शर्तीच्या अधीन राहून
योजनेतील सदनिष्ठांच्या नोंदणीस या कार्यालयाची हरकत नाही.

१. मूळ योजना आदेश क्र. युएलसी/टिप/ एटीपी/कलम २०/एस.आर.१०४७,
दि.१२/१/९६, खालील अटी व शर्ती पूर्वी परवानगीची योजनाधारक / चिक्कराकर्ता यांना
बंधनकारक राहतील.
२. शासनाचा दर निश्चीतीबाबतचा निर्णय आपणांवर बंधनकारक राहिल.



अपर जिल्हाधिकारी व सक्षम प्राधिकारी,
ठाणे नगरी संकुलन, ठाणे.

- प्रत - मा. आयुक्ता टाणे येथे पा. योजनेतून कळविणेत येते की, कृषया उर्वरत प्रकरणी
परवानगी देणारा योजनेतील सदनिष्ठांच्याची हरकत नाही.
- प्रत - सह जिल्हा निबंधक.
- प्रत - दुय्यम निबंधक, ठाणे यांना द्याऊन कळविणेत येते की, उक्त प्रकरणी खालील अटी व शर्ती
नोंदविण्यास या कार्यालयाची हरकत नाही.

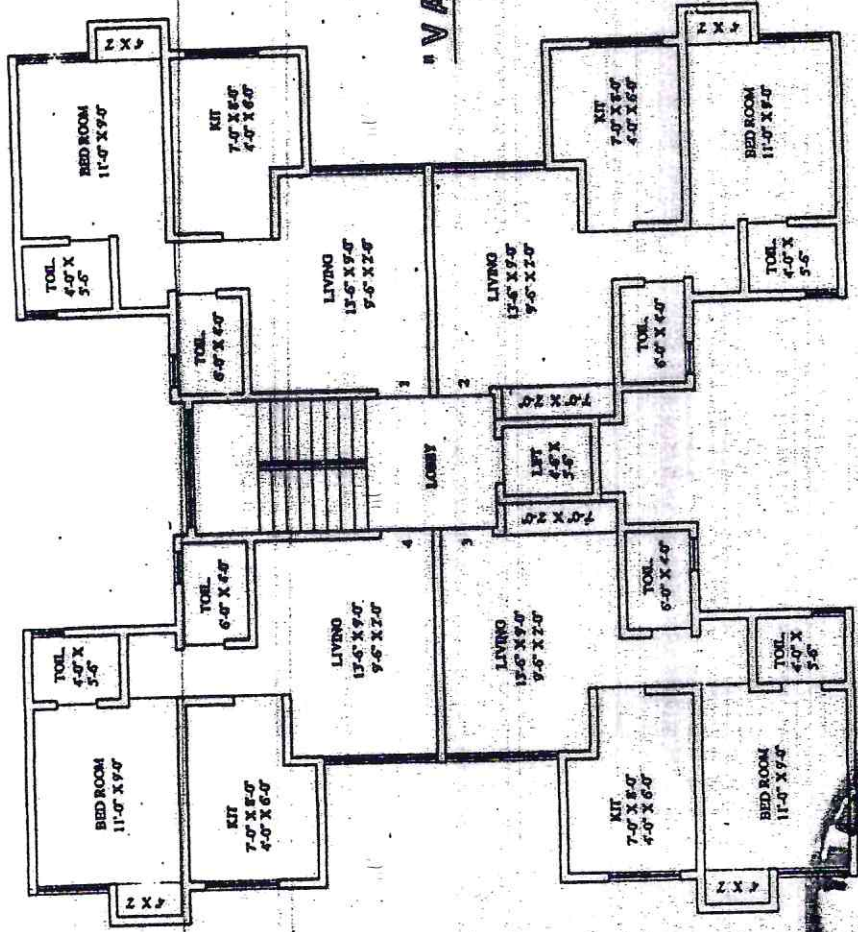


टनन-९

वस्त क्रमांक ४९११/२००४

४३-४६

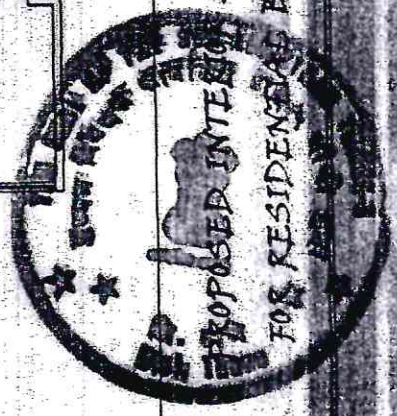
"VASTU" WING A



GUPTA VADAVIKAR & ASSOCIATES
 ARCHITECTS
MS. DHIRUTI SANKPAL
 COOPERATIVE ARCHITECTS
SURA & ASSOCIATES
 R.O.P. CONSULTANTS



LAYOUT FOR WING A
FOR RESIDENTIAL BUILDING AT THANE

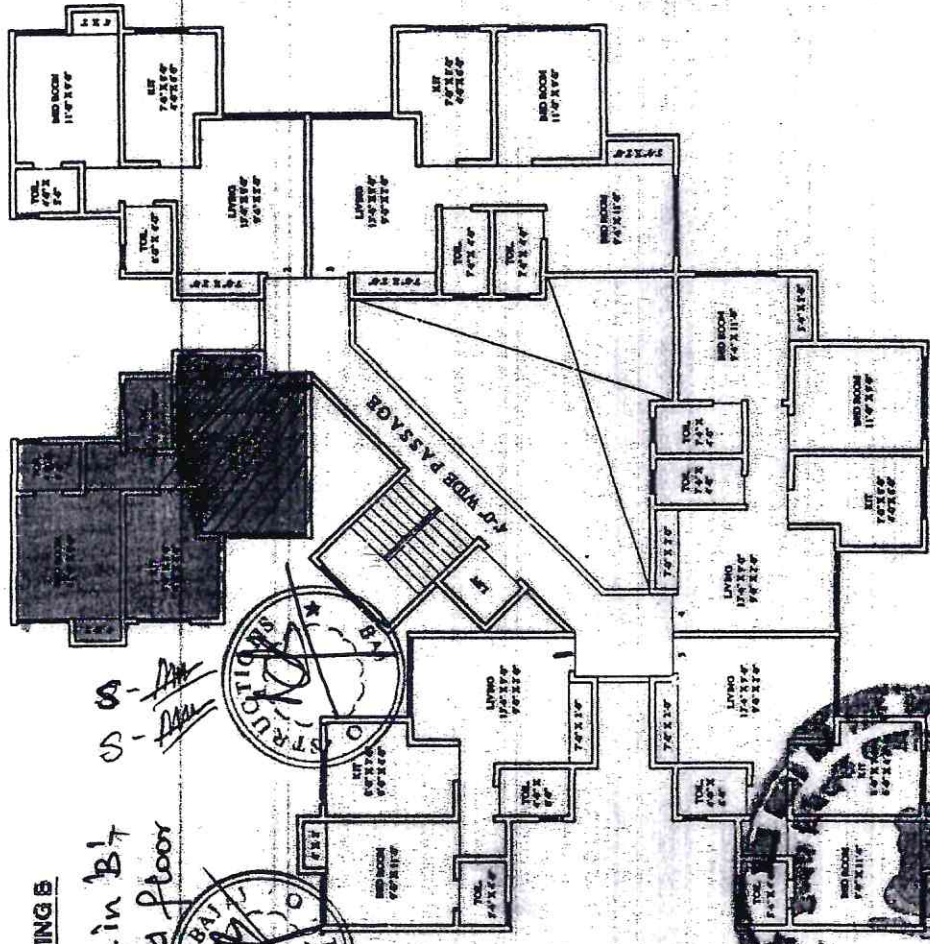
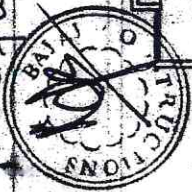


टनन-९
 वस्तु क्रमांक ४९९९/२००४
 ४४-४६

'VASTU' WINGE

Flat No. 002 in B7 wing on ground floor

S -
S -



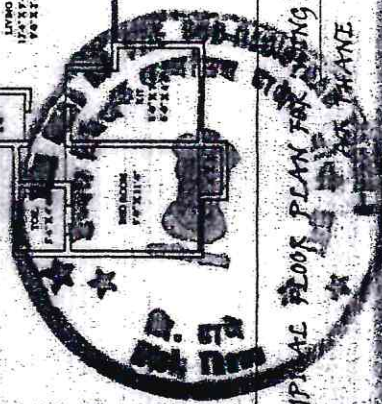
टनन-५
वस्तु क्रमांक ४९९९/२००४
४५-५६

SUITE VADAVIKAR & ASSOCIATES
ARCHITECTS
DIRLJI SANKRAL
SHELA & ASSOCIATES
P.L.O. CHANDRAN

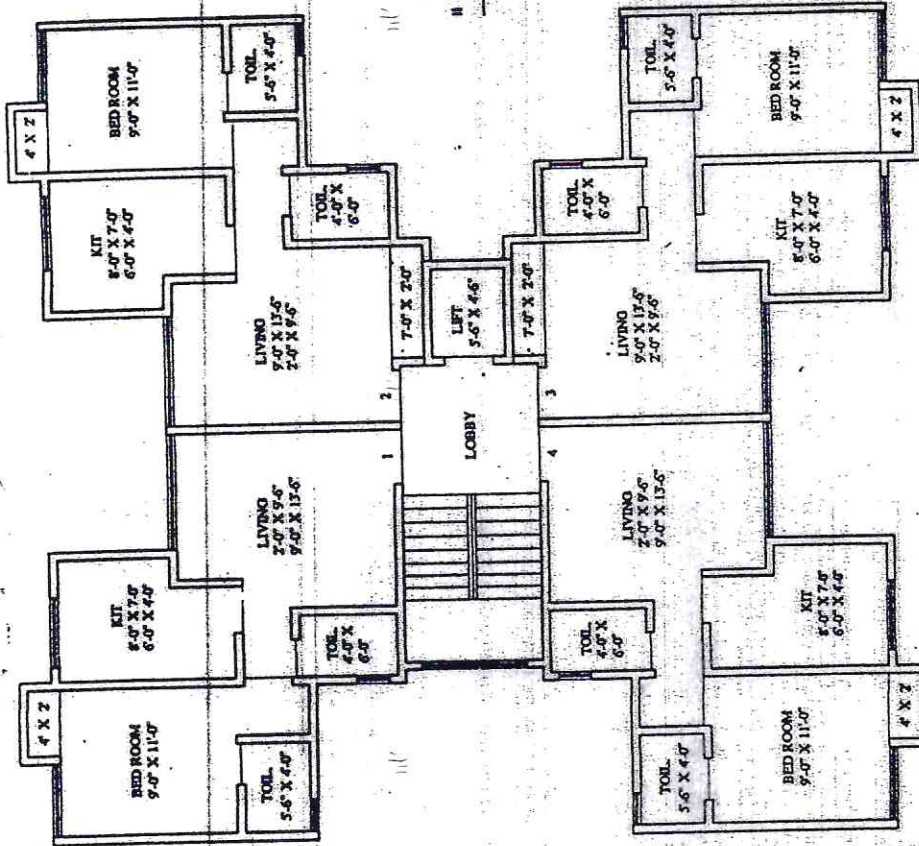
NORTH



PROPOSED TYPICAL FLOOR PLAN FOR WING B FOR RESIDENTIAL BUILDING



"VASTU" WING C



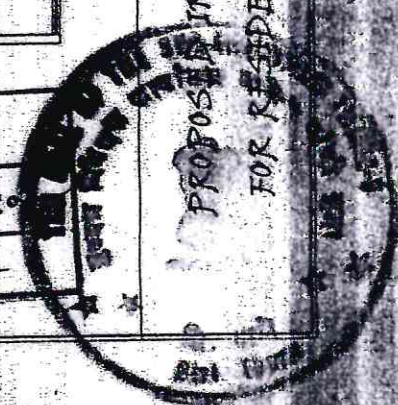
GUPTA VADAVHKAR & ASSOCIATES
ARCHITECT
MS. DHRUTI SANKPAL
CONSULTING ARCHITECT
SURA & ASSOCIATES
I.C.E. CONSULTANT

NORTH



PROPOSED INTERIOR LAYOUT FOR 'WING C'
FOR RESIDENTIAL BUILDING AT THANE

टनन-६
वस्त क्रमांक ४९९९/२०
४९-४९





hb

बिळीचे ठिकाण : गिता जनरल स्टोअर
१३, भवाली मार्केट, कोर्टनाका, ठाणे
अनुक्रम नं. 5108 किंमत रु. 100/-
नाव M/s. BAJAJ CONSTRUCTIONS
हस्ते M/s. BAJAJ A.J.
दिनांक 1.2.03 *Ashok*

01 FEB 2003

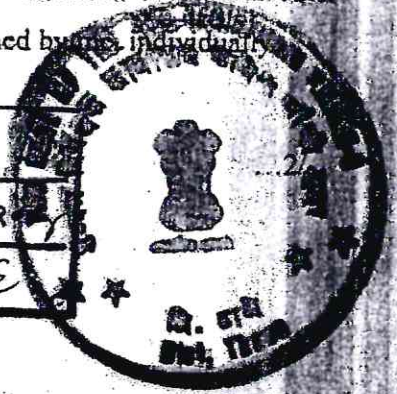
मुद्रांक विक्रेता
(निकळठ ठक्कर)
(सा.नं. २२/२००२)

GENERAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME I, SHRI
MANISH ASHOK BAJAJ, An adult, Occupation Business, Proprietor of
M/S. BAJAJ CONSTRUCTIONS, having address at Vastu Building,
Vadavali, Ghodbunder Road, Thane (West), do hereby SEND
GREETINGS.

WHEREAS I am the Proprietor of M/S. BAJAJ
CONSTRUCTIONS, and in the course of business are required to execute
various documents including Agreement for sale of Flats/Shop/Office and
Deed of Confirmation, Cancellation Deed, Rectification Deed and other
agreement/s of already executed documents signed by me individually.

Manish
टनन-६
दस्ता क्रमांक 8e99/2
०६-५६



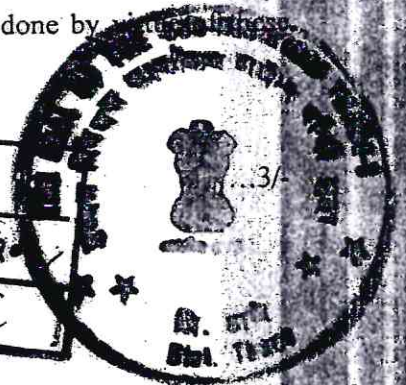
AND WHEREAS I am desirous of appoints SHRI. VINAYAK PANCHAL & SHRI. NIKHIL S. THAKKAR, ^{Miss. Harsha V. Vora} Both Adults, Indian Inhabitants, having address at Shop No. 5, Geeta Xerox Centre, Bhavanis Market, Near Collector Office, Court Naka, Thane (West) - 400 601, as my true and lawful attorney for the purpose of registration of such documents.

NOW KNOW I by these presents, that I, SHRI. MANISH ASHOK BAJAJ Proprietor of M/S. BAJAJ CONSTRUCTIONS, do hereby appoints, nominates, and constitutes the to SHRI. VINAYAK PANCHAL & SHRI. NIKHIL S. THAKKAR, ^{Miss. Harsha V. Vora} as my true and lawful attorneys to do the following acts, deeds and things.

1. To appear before the Sub-Registrar of Assurances, Thane concerned in respect of any documents, here to before executed by me or to be executed by me, and for me and on my behalf of me to admit execution of such documents executed by me.
2. For me and on my behalf to present for registration of any documents here to before execute by me or to be executed by me as Proprietor of M/S. BAJAJ CONSTRUCTIONS.
3. To do all acts, deeds and things for me and on my behalf to cause to attendance of my executing parties to any documents before the Sub-Registrar of Assurances, Thane, to make any application or submissions in writing for the purpose of effectively registering any documents as my said attorneys may deem fit and proper.

AND I myself agree to ratify and confirm all and whatsoever my said Attorneys shall purpose to do or cause to be done by presents.

टनन-६
वस्त क्रमांक ४९९/१२
०८-५६



[Handwritten signature]

SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel of land bearing Survey No.46, Hissa No. Nil admeasuring about 14,900 sq. meters, Survey No. 68, Hissa No. 13 Part, admeasuring about 3,400 sq. meters, Survey No. 47, Hissa No. 3, admeasuring about 14,900 sq. meters and Survey No. 57, Hissa No. 4, admeasuring about 2,680 sq. meters situate, lying and being at revenue village of VADAVALI at Ghodbunder Road, Thane (West), Taluka & District Thane within the limits of the Thane Municipal Corporation, Registration Sub-District and District of Thane, and building known as VASTU.



THE SUB-REGISTRAR
 THE ATTORNEY HO

SIGNATURES

(SHRI. VINAYAK PANCHAL) & (SHRI. NIKHIL S. THAKKAR)

(Miss. Harshika Vora)

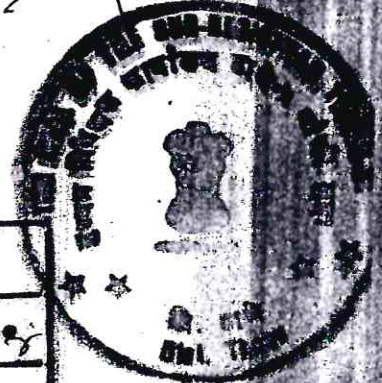
IN WITNESS WHEREOF I, SHRI. MANISH ASHOK BAJAJ
 Proprietor of M/S. BAJAJ CONSTRUCTIONS has put my hands on this

7th day of February, 2003 at Thane.

SIGNED, SEALED AND DELIVERED by)
 The withinnamed -EXECUTANT-)
 SHRI. MANISH ASHOK BAJAJ Proprietor)
 of M/S. BAJAJ CONSTRUCTIONS)
 In the presence of)

[Handwritten signature]

1. *[Handwritten signature]*
2. *[Handwritten signature]*



टनन-५

दस्त क्रमांक १९९/२००३

४९-५६

विह्वन देणार -

[Handwritten signature]

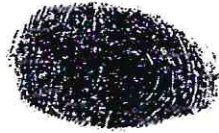
लि. छेणार

[Handwritten signature]



श्री. विनायक पांचाळ (१)

[Handwritten signature]

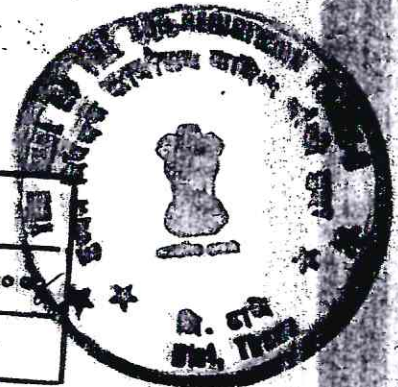
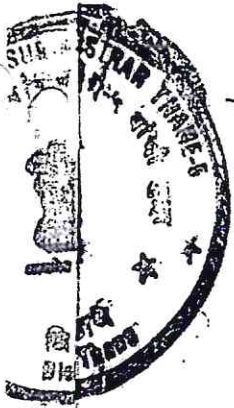


श्री. निरविक्रम धुस उक्कर (२)

Hemshet V. Vora :



श्रीमती लर्जा व्ही घोरा



टनन-६
बस्त क्रमांक ४९९ / २००९
५०-५६

C. A TO OWNERS

(1) SHREE S. H. THAKKAR,
(2) SHREE U. L. THAKKAR,
2. SHARAD KUND, DR. MOOSE ROAD, THANE (W.)

NAME & ADDRESS OF OWNER

(iv) TOTAL PARKING PROVIDED 190

(iii) COVERED GARAGES PERMISSIBLE

(iii) COVERED GARAGES PROPOSED

(iii) CAR, SCOOTER / MOTOR CYCLE, OUTSIDERS (visitors)

(ii) PARKING REQUIRED BY REGULATIONS FOR CAR, SCOOTER / MOTOR CYCLE, OUTSIDERS (visitors)

(ii) RESIDENTIAL 55 + COMM. 9 + 10% VISITORS 179

D PARKING STATEMENT

TOTAL TENEMENTS ON PLOT 470

(v) TENEMENTS PROPOSED 470

(DENSITY OF TENEMENTS/ HECTARE) 250

(iv) TENEMENTS PERMISSIBLE 553

(iii) AREA AVAILABLE FOR TENEMENTS (i-iii) 22 130.61

(ii) LESS DEDUCTION OF NON RESIDENTIAL AREA 712.99

(i) PROPOSED AREA (ITEM A-12 ABOVE) 22847.9%

C TENEMENT STATEMENT

(iv) TOTAL EXCESS BAL. AREA FOR ALL FLOORS 2.49

(iii) EXCESS BAL. PER FLOOR AS SHOWN

(ii) PROPOSED BAL. AREA PER FLOOR

(i) PERMISSIBLE BAL. AREA PER FLOOR

B BALCONY AREA STATEMENT

14. TOTAL BUILT UP AREA PROPOSED (11+12+13) 22845.45

13. EXCESS BAL. AREA TAKEN IN F.S.I. 2.49

12. (A) (ii) B. (iii) BELOW

JOB NO. DWG. NO. SCALE
DRAWN BY
CHECKED BY

DATE: 25/11/2001

DATE: 25/11/2001

DATE: 25/11/2001

DATE: 25/11/2001

DATE: 25/11/2001

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DATE: 25/11/2001

DATE: 25/11/2001

DATE: 25/11/2001

DATE: 25/11/2001

DATE: 25/11/2001

GURUVADEVKAR & ASSOCIATES ARCHITECTS

GIRINAR APT. 1ST FLR., EDALJI ROAD, CHARAJ, THANE (W) - 400601. TEL. NO. 5345014

SHREE GANGAPATI ATMARAJ P. (OWNERS)

(2) SHREE U. L. THAKKAR (C.A. TO

(1) SHREE S. H. THAKKAR

NAME OF THE OWNER

57/4, 68/13P, VILLAGE VADAVALLI, TALUKA & DISTRICT - THANE

PROPOSED BUILDINGS ON LAND BEARING S. NO. 46, 47/3

DESCRIPTION OF PROPOSAL & PROPOSED

SIGNATURE OF LICENSED ARCHITECT

OWNERSHIP.

TALUES WITH THE AREA STATED IN DOCUMENTS

MEASURED ON SITE AND IN AREA SO WORKED OUT

SIDES, ETC. OF THE PLOT STATED ON PLAN AREAS

SURVEYED BY ME ON & THE DIMENSIONS OF

CERTIFIED THAT THE PLOT UNDER REFERENCE WAS

CERTIFICATE OF AREA

AS SHOWN

PROPOSED BAL. AREA PER FLOOR

EXCESS BAL. PER FLOOR

TOTAL EXCESS BAL. AREA FOR ALL FLOORS

BALCONY AREA STATEMENT

TOTAL BUILT UP AREA PROPOSED (11+12+13)

EXCESS BAL. AREA TAKEN IN F.S.I.

(A) (ii) B. (iii) BELOW

REVISION

DESCRIPTION

DATE

SIGNATURE

DATE

DATE

DATE

DATE

DATE

DATE

DATE



Plants are approved-Subject to conditions
Permitted in Permit No. V.P. 2001/129
TMCT.D-P/1 TST. 19/44. Dated: 25-11-2001
The Municipal Corporation of Thane, Thane, Maharashtra
Development Officer, Asstt. Director of Town Planning

1

सदर मुखत्यारपत्र आज दिनांक 00/02/03

Hehitate

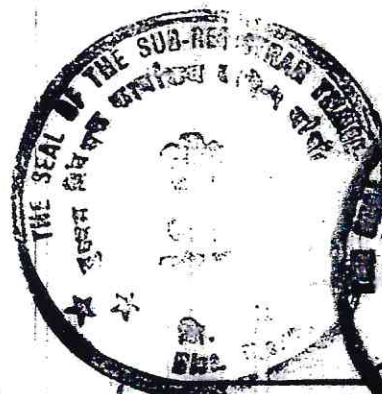
रोजी श्री मनिष अशोक जनाज
व्य. सजान प्रोफायटर, मे. जनाज कृष्णराज
वा. रंगोळे ग, वडवर्गे, घोडवोडे रोड, युना माड्या समेत
सही करून दिले व त्यांच्या ओळखी विषयी
श्री अशोक प्रच. चित्रीश, 34 शांती प्लाझा भि. रोड
व सुधीर फा. क, वि. ठळवोडे, कल्याण, जि. रा. ह. खास पदविलास

[Signature]

अनुक्रमांक नं. ५५
प्रमाणित फी २५/-

मुखत्यारनामा करून देणाऱ्या
व्यक्तीची ओळख देणाऱ्या
इसमाची स्वाक्षरी

दुय्यम निबंधक खाणे क्र. ५



टनन-९
वस्तु क्रमांक ४९९/२००४
५९-५९

4.क्र.मु.-२०,००,०००-१०-२००३-बीएच* -बि (वार) ७२० (बिळा)
 नोंदणी महानिरीक्षक व मुद्रांक नियंत्रक,
 महाराष्ट्र राज्य

नमुना म. क्रो. नि. ६
 [नियम ११२ पहा]
 प्रधानशीर्ष : ००३० मुद्रांक व नोंदणी की
 चलन क्रमांक **DDO-1075**

या ठिकाणी कोषागार / उपकोषागारत भरण्यात आलेल्या रकमेचे चलन
 भारतीय स्टेट बँकेमध्ये / भारतीय रिझर्व बँकेमध्ये

SBI Thane Collectrate
 भरणा केल्याच्यानंतर भरण्याचे

जिच्यावतीने रकम भरण्यात आली आहे त्या व्यक्तीचे
 नाव/पदनाम आणि पत्ता
Melbool A Shewch
303, B' vohy.
Godhambur Thane
 भरणा करण्यासंबंधीच्या प्राधिकारपत्राचा तपशील आणि
 भरणा केल्याचा उद्देश
दस्तऐवज नोंदणी की

भरणा केलेली रकम रुपये **6210/-**
 (अक्षरी) रुपये **SIX THOUSAND**
100 hundred ten
 भरणा करणाऱ्याची स्वाक्षरी
 दिनांक **5/7/04**



त न न . *
 दस्त * ४७७/२००
 ५३/५६

विभागीय अधिकाऱ्याचे किंवा कोषागाराने भरण्याचे	कोषागाराने/उपकोषागाराने/भारतीय रिझर्व बँकेने/ भारतीय स्टेट बँकेने/हिद्राबाद स्टेट बँकेने भरण्याचे
लेखाचे वर्गीकरण	रकम मिळाली.
विभाग : नोंदणी व मुद्रांक विभाग	रुपये (शकड्यात) 6210/- SIX THOUSAND 100
प्रधानशीर्ष : ००३० मुद्रांक व नोंदणी की	भारतीय स्टेट बँकेने/हिद्राबाद स्टेट बँकेने
उपप्रधानशीर्ष : ०३ नोंदणी की	कोषागाराने/उपकोषागाराने/भारतीय रिझर्व बँकेने/भारतीय स्टेट बँकेने/हिद्राबाद स्टेट बँकेने भरण्याचे
गोपनीशीर्ष : १०४ दस्तऐवजच्या नोंदणीसाठी की	कोषागाराने/उपकोषागाराने/भारतीय रिझर्व बँकेने/भारतीय स्टेट बँकेने/हिद्राबाद स्टेट बँकेने भरण्याचे
सर्वसाधारण वसुली	Thane Collectrate Campus Branch लेखापाक : 5 JUL 2004
संगणक संकेतिक	कोषागार/उपकोषागार/भारतीय रिझर्व बँकेने/भारतीय स्टेट बँकेने/हिद्राबाद स्टेट बँकेने भरण्याचे
0 0 3 0 0 1 5 2 0 0	मिळाले / भरले / RECEIVED
सोबत आहे, असे स्विकारले व गावठी दाबी.	
दिनांक: 5/7/04	दिनांक:

* येथे कोषागारत/बँकेत रकम भरणा केल्याबद्दल अक्षरी ठरविलेले आहे.
 कृ. माग पत्र.

06/07/2004

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

टनन5

दस्त क्र 4911/2004





10:23:47 am

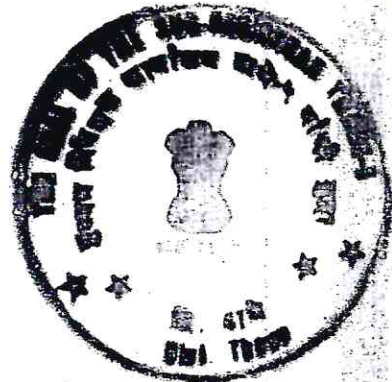
ठाणे 5

५५/५६

दस्त क्रमांक : 4911/2004

दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा तसा
1	<p>नाव: मकबुल अ शेख पत्ता: घर/फ्लॅट नं. - गल्ली/रस्ता: - ईमारतीचे नाव: वास्तु ईमारत नं. - पेट/वसाहत: वदवली शहर/गाव: ठाणे तालुका: - पिन: - पॅन नम्बर: ANRPS7651R</p>	<p>लिहून घेणार वय 48 सही S- <i>[Signature]</i></p>		
2	<p>नाव: मे बजाज कन्स्ट्रुक्शन्स प्रोप्रा मनिष अशोक बजाज तर्फे ज मु निखील - ठाकरे पत्ता: घर/फ्लॅट नं. - गल्ली/रस्ता: - ईमारतीचे नाव: गीता झेरॉक्स ईमारत नं. - पेट/वसाहत: ठाणे शहर/गाव:- तालुका: - पि</p>	<p>लिहून घेणार वय 23 सही <i>[Signature]</i></p>		



दस्ताऐवज करून देणार त्याकथीत [करारनामा] दस्ताऐवज करून दिल्याचे कबूल करतात.

1 OF 1

Tuesday, July 06, 2004
10:28:42 AM

नोंदणीपूर्व गोषवारा

- | (1) विलेखाचा प्रकार | करारनामा |
|--|--|
| (2) मोबदला | रु. 621,000.00 |
| (3) बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) | रु. 432,790.00 |
| (4) बाजारभावाप्रमाणे मुद्रांक शुल्क | रु 14800.00 |
| (5) बाजारभावाप्रमाणे नोंदणी फी | रु 6210.00 |
| (6) दस्त निष्पादित केल्याचा | 02/07/2004 |
| (7) पृष्ठांची संख्या | 85 |
| (8) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) | (1) सर्वे क्र.: 46,68/13,57/4 |
| (9) मालमत्तेचे इतर वर्णन | (1) वर्णन विभागाचे नाव - गावाचे नाव : वडवली (ठाणे महानगरपालिका), उपविभागाचे नाव - 13/48 - 1ब/4) रस्त्यापासून दुर असलेला भाग व वरील "13/4" मध्ये दर्शविलेल्या सर्वे नंबर व्यतिरीक्त वडवलीचे उर्वरित सिटीएस/सर्वे नंबर सिटी सर्वे नंबर (गावठाण) सदनिका क्र-001, तळमजला वी विंग, वास्तु |
| (10) क्षेत्रफळ | (1) बांधीव मिळकतीचे क्षेत्रफळ 53.53 चौ.मी. आहे. |
| (11) आकारणी किंवा जुडी देण्यात आसेल तेव्हा | (1)- |
| (12) *दस्तावेज करून देण्या-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश तालुका: -; पिन: -; पॅन नम्बर: AFBPB7764A. | (1) मे. बजाज कन्ट्र. चे प्रोग्राम मनिष अशोक बजाज तर्फे ज मु निखील - ठाणे/घर/प्लॉट नं. गल्ली/रस्ता: -; ईमारतीचे नाव: गीता झेरॉक्स; ईमारत नं: -; पेट/वसाहत: ठाणे/शहर/गाव: - |
| (13) *दस्तावेज करून घेण्या-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व पत्ता | (1) मकबुल अ शेख; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: वास्तु; ईमारती नं: पेट/वसाहत: वडवली; शहर/गाव: ठाणे; तालुका: -; पिन: -; पॅन नम्बर: ANRPS7851R |

सूचना

- 1) ही माहिती पक्षकारांनी साक्षात्कृत केलेल्या इनपुट फॉर्मवर आधारित आहे.
- 2) दस्ताची माहिती संगणकावर घेण्यात आली याचा अर्थ दस्त नोंदणीसाठी स्वीकारला असा नाही. दुय्यम निबंधक दस्त माकारू शकतात किंवा नियमानुसार योग्य ती अन्य कार्यवाही करू शकतात.
- 3) बदल/दुरुस्त्या कराव्यात.
- 4) क्रमांक 1,2,3,4,5,6 मध्ये बदल करता येणार नाही.

पूर्व नोंदणी गोषवा-यामध्ये इनपुट फॉर्म प्रमाणे अचूक डाटा एंटी करण्यात आली आहे.

(डाटा एंटी ऑपरेटर ची स्वाक्षरी)

नोंदणीपूर्व गोषवारा इनपुट फॉर्म प्रमाणे आहे व याचा मेळ मूळ दस्ताशी घेण्यात आला आहे. पक्षकाराने नमूद केलेले

*बदल/दुरुस्त्या याचा समावेश करण्यात आला आहे.

पूर्व नोंदणी गोषवारा तपासून पाहिला
* तो बरोबर आहे/त्याच्यात नमूद केलेले
बदल/दुरुस्त्या कराव्यात.

(पक्षकाराची स्वाक्षरी)

(दुय्यम निबंधकाची स्वाक्षरी)

दुय्यम निबंधक ठाणे 5



8299	1800
58/4E	

दस्त क्र. [टनन5-4911-2004] चा गोषवारा
बाजार मुल्य : 432790 मोबदला 621000 भरलेले मुद्रांक शुल्क : 16100.

पावती क्र.: 5146 दिनांक: 06/07/2004
पावतीचे वर्णन
नांव: मकबुल अं शेख

दस्त हजर केल्याचा दिनांक : 06/07/2004 10:17 AM
निष्पादनाचा दिनांक : 02/07/2004
दस्त हजर करणा-याची सही :

S-~~1111~~

6210 : नोंदणी फी
1120 : नक्कल (अ. 11(1)), पृष्ठांकनाची
नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

7330: एकूण

(Signature)

दु. निबंधकाची सही, ठाणे 5

दस्ताचा प्रकार : 25) करारनामा
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 06/07/2004 10:17 AM
शिक्का क्र. 2 ची वेळ : (फी) 06/07/2004 10:22 AM
शिक्का क्र. 3 ची वेळ : (कबुली) 06/07/2004 10:23 AM
शिक्का क्र. 4 ची वेळ : (ओळख) 06/07/2004 10:23 AM

दस्त नोंद केल्याचा दिनांक : 06/07/2004 10:23 AM

ओळख :

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

1) राकेश - मिस्त्री , घर/फ्लॅट नं: *(Signature)*

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: गीता झेरॉक्स

शहर/गाव: ठाणे

तालुका: -

पिन: -

2) विनायक - पांचाळ , घर/फ्लॅट नं: *(Signature)*

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: वरीलप्रमाणे

शहर/गाव: -

तालुका: -

पिन: -

(Signature)

दु. निबंधकाची सही
ठाणे 5

पुस्तक क्रमांक 9
899

क्रमांकावर नोंदला

(आर. एल. पटेल)

दुय्यम निबंधक ठाणे क्र. 4

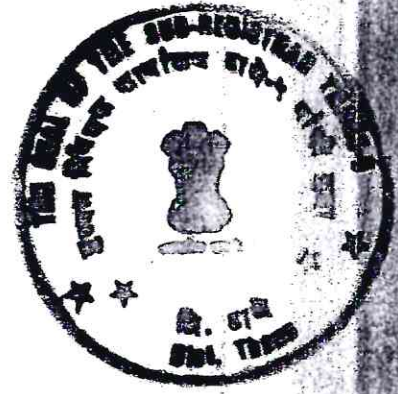
तारीख ६ माहे ७ सन २००४

प्रमाणित करणेत येते की या दस्तामध्ये

एकूण ५६ पाने आहेत.

(Signature)

दुय्यम निबंधक ठाणे क्र. 4





BAJAJ
CONSTRUCTIONS
Builders & Developers

101, Shanti Kutir, Shivaji Road,
Off. M. G. Road, Kandivali (W),
Mumbai - 400 067.
Tel.: 2801 0200 / 2805 0626

Receipt No. 236

Date: 19-7-04

Received with thanks from Mr./Ms. Maabool A. Sheikh.

the sum of Rupees Four Lacs only

by Cash/Cheque/DD No. 329706 Date 19-7-04

Drawn on Syndicate Bank towards Part/Full/Balance payment of
Flat/Shop No. B/001 in our Project 'VASTU' at Thane.

For BAJAJ CONSTRUCTIONS

Rs. 4,00,000/-

Subject of realisation of Cheque.

Authorised



Proprietor



BAJAJ
CONSTRUCTIONS
Builders & Developers

101, Shanti Kutir, Shivaji Road,
Off. M. G. Road, Kandivali (W),
Mumbai - 400 067.
Tel.: 2801 0200 / 2805 0626

Receipt No. 237

Date: 19-7-04

Received with thanks from Mr./Ms. Maabool A. Sheikh.

the sum of Rupees Two lacs sixteen Thousand only

by Cash/Cheque/DD No. 329707 Date 20-7-04

Drawn on Syndicate Bank towards Part/Full/Balance payment of
Flat/Shop No. B/001 in our Project 'VASTU' at Thane.

For BAJAJ CONSTRUCTIONS

Rs. 2,16,000/-

Subject of realisation of Cheque.

Authorised



Proprietor

VASTU
B - WING
FLAT OWNERS ASSOCIATION.

Regd: _____

Date: 18-3-06

TO WHOMEVER IT MAY CONCERN

This is to certify that our society named Vastu B'wing Buildings has not been issued with any "Share Certificate" to any of the member as on date; because the same society is not been registered.

Thus no certificates have been issued to flat owner of B-601 and B-606, to Mr Mukbool Ahmed Saikhi.

This certificate issued for Banks purpose only.



[Signature]
(P. GHOSH)

[Signature]
S. Y. Khurda