

AGREEMENT FOR SALE

SECTOR - 4

Weelo

SHANTI GARDENS

MIRA ROAD (E)

Flat / Shop No. 104 on 1st Floor

in Bldg. No. 9 of Sector No. 4

: Developers :

**RAM NAGAR
DEVELOPMENT CORPORATION**

811, Embassy Centre, Nariman Point, Mumbai - 400 021



Monday, December 05, 2005

12:08:28 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 7997

गावाचे नाव मिरा

दिनांक 05/12/2005

दस्ताऐवजाचा अनुक्रमांक टनन10 - 07997 - 2005

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: मोनिका - बोरडिया (जैन)

नोंदणी फी :- 7410.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), :- 1060.00
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (53)

एकूण रु. 8470.00

आपणास हा दस्त अंदाजे 12:23PM ह्या वेळेस मिळेल

दुय्यम निंबधक
सह दु.नि.का-ठाणे 10

बाजार मुल्य: 720384 रु. मोबदला: 741000रु.

भरलेले मुद्रांक शुल्क: 20800 रु.

देयकाचा प्रकार : चलनाने;

चलन क्रमांक: 364852; रक्कम: 7410 रु.; दिनांक: 03/12/2005

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20,800

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SHANTI GARDENS

Customer's Copy
 CITIZENCREDIT CO-OPERATIVE BANK LTD.
 Lic # D-5/STP(V)/C.R. 1009/02/2005/200-203
 Br. Mira Road
 Date 31/12/05
 Pay to : Acct Stamp Duty Thane

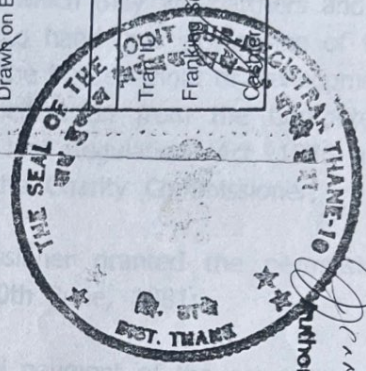
Franking Value	Rs 20800
Service Chgs (Rs. No per doc)	Rs 100
	Rs 20
	Rs 20900

Name of the paying party
 MIRA ROAD BRANCH
 CITIZENCREDIT CO-OP BANK LTD.
 MIRA ROAD BRANCH
 THANE-10

Cheque No. _____
 Drawn on Bank _____

(for Banks Use Only)
 Franking Sr. No. 75M-931725
 Officer _____

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AGREEMENT

ARTICLES OF AGREEMENT made and entered into at Mumbai this 30 day of December 2005
 Between

M/S. RAM NAGAR DEVELOPMENT CORPORATION a partnership firm registered under the Indian Partnership Act, 1932 having its office at Embassy Centre, Nariman Point, Mumbai - 400 021 hereinafter called "the Builders" (which expression shall unless it be repugnant to the context or meaning there of mean and include the partners for the time being of the firm the survivors or survivor of them and the heirs, executors and administrators of the last such survivor and his/her/their successors in interest and assigns) of the One Part

AND

MR./MRS./MS. Monika Bordia (Jain)

residing at The Riviera Tower Co-op Hsg. Ltd; A/2005-6, Lokhandwala Townshp, Akurli Road, Kandivali (East); Mumbai - 400 101.

hereinafter called "the Purchaser/s" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators and permitted assigns) of the Other Part;

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Monika Bordia (Jain) for Citizencredit Co-op. Bank Ltd.
 Rs. 20800/- Ruppes Twenty Thousand Eight Hundred only

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sold by the Builders, to the Purchaser as advance payment or deposit (the payment and receipt whereof the Builders do hereby admit and acknowledge) and the Purchaser has agreed to pay to the Builders balance of the sale price in the manner hereinafter appearing;

AND WHEREAS under section 4 of the said Act the Builders are required to execute a written Agreement for Sale of the said premises to the Purchaser being in fact these presents and also to register the said Agreement under the Registration Act;

NOW THIS AGREEMENT WITNESSETH AND IT IS HERBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

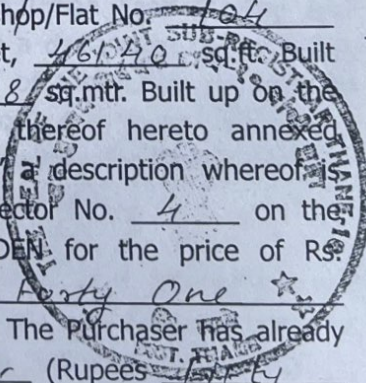
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1. The Builders shall construct the said Building being Building No. 9 of Sector No. 4 consisting of ground / stilts and six/seven upper floors on the said land more particularly described in the Schedule hereunder written and forming part of the said housing project of the Builders known as SHANTI GARDEN in accordance with plans designs and specifications approved by the concerned local authority and which have been seen and approved by the Purchaser, with only such modifications as the Builders may consider necessary or as may be required by the local authority and / or the Government to be made therein:

Provided that the builders shall have to obtain prior consent in writing of the Purchaser in respect of such variations or modifications which may adversely affect the said premises of the Purchaser.

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2. The Purchaser hereby agrees to purchase from the Builders and the Builders hereby agree to sell to the Purchaser Shop/Flat No. 104 of area admeasuring 384.50 sq. ft. carpet, 461.40 sq.ft. Built up equivalent to 35.73 sq.mt. carpet, 42.88 sq.mtr. Built up on the 1st floor as shown on the floor plan thereof hereto annexed (hereinafter referred to as "the said premises" a description whereof is hereto annexed) in Building No. 9 of Sector No. 4 on the said land and forming part of SHANTI GARDEN for the price of Rs. 7,41,000/- (Rupees Seven Lac Forty One Thousand only) The Purchaser has already paid to the Builders a sum of Rs. 51,000/- (Rupees One Thousand only) in part payment of the purchase price on or before execution of this Agreement and hereby agrees to pay to the Builders the balance amount of purchase price in the following manner:-



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Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the Rules made thereunder;

AND WHEREAS copy of the Certificate of Title of the Advocate of the Builders and Extracts of Village Form VII and XII showing the nature of the title of the Original Owner to the said land on which the premises are to be constructed has been annexed hereto.

AND WHEREAS the Builders have got approved from the concerned authority the plans, specifications, elevations, sections and details of the said building;

AND WHEREAS while sanctioning the said plans the concerned local authority and/or Government has laid down certain terms and conditions to be performed by the Builders while constructing the said building and upon due observance and performance of which only the completion and Occupation Certificate in respect of the building shall be granted by the local authority;

AND WHEREAS the Builders have accordingly commenced construction of the said Building in accordance with the said plans;

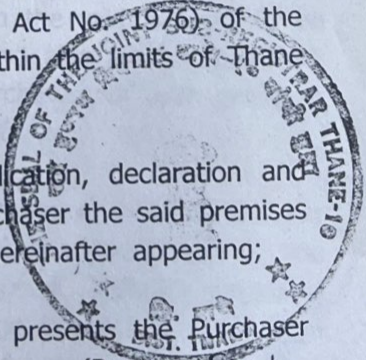
AND WHEREAS the Purchaser has applied to the Builders for allotment to the Purchaser of Shop/Flat No. 104 on the 1st floor of the Building No. 9 of Sector No. 4 on the said land forming part of the Housing Project of the Builders known as SHANTI GARDEN.

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AND WHEREAS prior to making application as aforesaid, as required by the provisions of the Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act No. XXIV of 1960) and the Urban Land (Ceiling and Regulation) Act, 1976 the Purchaser had made a declaration to the effect that neither the Purchaser nor the members of the family (as defined under the Urban Land (Ceiling and Regulation) Act No. 1976) of the Purchaser own a tenement, house or building within the limits of Thane Urban Agglomeration;

AND WHEREAS relying upon the said application, declaration and agreement the Builders agreed to sell to the Purchaser the said premises at the price and on the terms and conditions hereinafter appearing;

AND WHEREAS prior to execution of these presents the Purchaser has paid to the Builders a sum of Rs. 51,000/- (Rupees Fifty One Thousand only) being part payment of the sale price of the said premises agreed to be



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AND WHEREAS, as a result, the lands set out in the Schedule to the hereinbefore recited Government Order stand exempted by the Government subject to the terms and conditions contained in the Order (hereinafter referred to as the Exemption Order);

AND WHEREAS as per the Exemption Order and as a result of the hereinbefore recited Development Agreements the Builders are entitled and enjoined upon to construct various buildings on the exempted lands in accordance with the said Exemption Order);

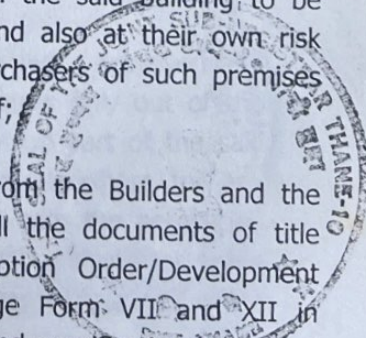
AND WHEREAS the Builders are developing a housing project known as SHANTI GARDEN on the said property on the exempted lands on a portion thereof, as more particularly described in the Schedule hereunder written, hereinafter referred to as "the said land", the Builders are constructing various buildings sector by sector including the Building No. 9 of Sector No. 4 hereinafter referred to as the said building forming part of the housing project known as SHANTI GARDEN.

AND WHEREAS the Builders 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 and whereas the Builders have appointed Structural Engineer for preparation of the structural designs and drawings of the said building and the Builders accept the professional supervision of the Architect and the Structural Engineer till completion of the said building;

AND WHEREAS the Builders are not the agents of the Original Owner for the purpose of construction of the said building and sale and disposal of the premises therein;

AND WHEREAS by virtue of the hereinbefore recited Agreements and Exemption Order the Builders alone have the sole and exclusive right at their own risk and cost to sell the premises in the said building to be constructed by the Builders on the said land and also at their own risk and cost to enter into Agreements with the purchasers of such premises and to receive the sale price in respect thereof;

AND WHEREAS the Purchaser demanded from the Builders and the Builders gave inspection to the Purchaser of all the documents of title relating to the said land including the Exemption Order/Development Agreement/power of Attorney, Extracts of Village Form VII and XII in respect of the said land and the plans, designs and specifications prepared by the Builders' Architects as specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and



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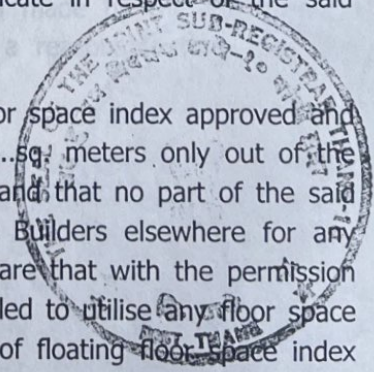
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|--------------------------|--|
| 1) Rs. <u>60,000/-</u> | as Earnest Money on or before the execution of this Agreement. |
| 2) Rs. <u>1,40,000/-</u> | on or before completion of Plinth. |
| 3) Rs. <u>44,500/-</u> | on or before completion of 1st Slab |
| 4) Rs. <u>44,500/-</u> | on or before completion of 2nd Slab |
| 5) Rs. <u>44,500/-</u> | on or before completion of 3rd Slab |
| 6) Rs. <u>44,500/-</u> | on or before completion of 4th Slab |
| 7) Rs. <u>44,500/-</u> | on or before completion of 5th Slab |
| 8) Rs. <u>44,500/-</u> | on or before completion of 6th Slab |
| 9) Rs. <u>44,500/-</u> | on or before completion of 7th Slab |
| 10) Rs. <u>44,500/-</u> | on or before completion of 8th Slab |
| 11) Rs. <u>30,000/-</u> | on or before completion of Masonary work. |
| 12) Rs. <u>30,000/-</u> | on or before completion of Plastering |
| 13) Rs. <u>30,000/-</u> | on or before completion of Flooring |
| 14) Rs. <u>30,000/-</u> | on or before completion of Plumbing |
| 15) Rs. <u>14,000/-</u> | at the time of Possession. |

3. The Builders hereby agree to observe, perform and comply with all the terms conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said premises to the Purchaser, obtain .from the concerned local authority occupation and/or completion certificate in respect of the said premises.

4. The Builders hereby declare that the floor space index approved and availed in respect of the said land issq. meters only out of the total F.S.I. of the layout of SHANTI GARDEN and that no part of the said floor space index has been utilised by the Builders elsewhere for any purpose whatsoever. The Builders further declare that with the permission of the concerned authorities they will be entitled to utilise any floor space index of any other land or property by way of floating floor space index or TDR while developing the said land.

5. The Builders hereby agree that they shall, before handing over possession of the said premises to the Purchaser and in any event before



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8. The fixtures, fixtures and amenities to be provided by the Builders, in the said premises and the said building are those that are set out in Annexure annexed hereto.

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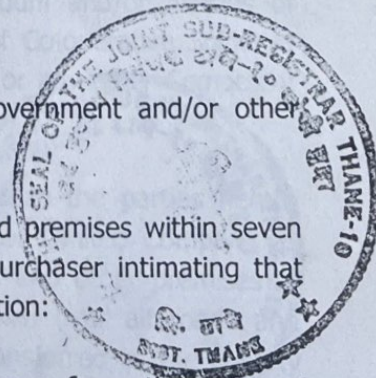
9. The Builders shall give possession of the said premises to the Purchaser on or before the ...31st... day of ...March... 2007. If the Builders fail or neglect to give possession of the said premises to the Purchaser on account of reasons beyond their control and/or of their agents as per the provisions of Sections 8 of the Maharashtra Ownership Flats Act, by the aforesaid date or the date or dates prescribed in Section 8 of the said Act, then the Builders shall be liable on demand to refund to the Purchaser the amounts already received by them in respect of the said premises with simple interest at nine per cent, per annum from the date the Builders received the sum till the date the amounts and interest thereon are repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in Section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Builders to the Purchaser they shall, subject to prior encumbrances, if any, be a charge on the said land as well as the construction or building in which the said premises are situated or were to be situated:

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

- 1) 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.

10. The Purchaser shall take possession of the said premises within seven days of the Builders giving written notice to the Purchaser intimating that the said premises are ready for use and occupation:

Provided that if within a period of one years from the date of handing over the said premises to the Purchaser, the Purchaser brings to the notice of the Builders any defect in the said premises or the building in which the said premises are situated or the material used therein or



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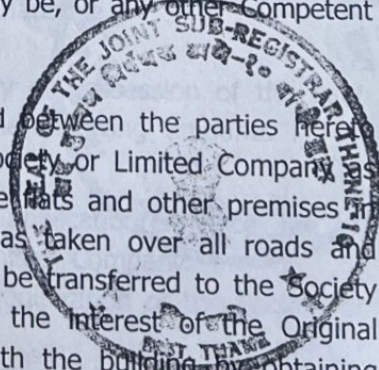
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any unauthorised change' in the construction of the said building, then, wherever possible, such defects or unauthorised changes shall be rectified by the Builders at their own cost and in case it is not possible to rectify such defects or unauthorised changes, then the Purchaser shall be entitled to receive from the Builders reasonable compensation for such defect or change.

11. The Purchaser shall use the said premises or any part thereof or permit the same to be used only for purpose of residence/shop/office/showroom/ godown, as the case may be, and shall use the garage or parking space only for purpose of keeping or parking the Purchaser's own vehicle.

12. The Purchaser along with other purchasers of flats/shops/offices/showrooms/godowns/garages/parking spaces in the building shall join in forming and registering the Society or a Limited Company to be known by such name as the Purchasers may decide: Provided that the name "SHANTI GARDEN" shall always form part of the name of the Society/ Limited Company. The Purchaser for the purpose of formation and registration of the Society/Limited Company shall 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 Builders within two days of the same being forwarded by the Builders to the Purchaser, so as to enable Builders to register the organisation of the purchasers under Section 10 of the said Act within the time limit prescribed by rule 8 of the Maharashtra Ownership Flats (Regulation of the promotion of Construction, Sale, Management and Transfer) Rules, 1964. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, 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.

13. Unless it is otherwise agreed to by and between the parties here to the Builders shall, after registration of the Society or Limited Company aforesaid and the sale and disposal of all the flats and other premises in the Building, and after the local authority has taken over all roads and common spaces, whichever is later, cause to be transferred to the Society or Limited Company all the right, title and the interest of the Original Owner/Builders in the said land together with the building by obtaining or executing the necessary conveyance of the portion of the land underneath the said building and land appurtenant (or to the extent as may be permitted by the authorities) and transfer of the said building in favour of



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of such Society or Limited Company, as the case may be. Such conveyance and transfer of building shall be in keeping with the terms and provisions of this Agreement.

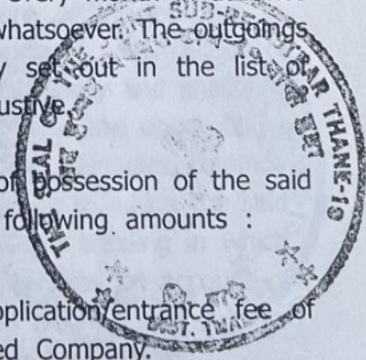
14. Commencing a week after notice in writing is given by the Builders to the Purchaser that the said premises are ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (as per rates applicable in accordance with permitted users and in accordance with law) all outgoing in respect of the said land and building namely betterment charges or such other levies by the concerned local authority and /or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building and management and maintenance of the common amenities and facilities in the said exempted lands as hereinafter provided. Until the Society/Limited Company is formed and the said land and building transferred to it, the Purchaser shall pay to the Builders such proportionate share of outgoing as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Builders provisional monthly contribution of Rs. 855/- per month towards the outgoing. The amounts so paid by the Purchaser to the Builders shall not carry any interest and remain with the Builders until a conveyance is executed in favour of the society or limited company as aforesaid. Subject to the provisions of section 6 of the Maharashtra Ownership Flats Act, 1963 on such conveyance being executed, the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Builders to the Society or the Limited Company, as the case may be. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoing regularly by the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. The outgoing payable by the Purchaser are more particularly set out in the list of outgoing annexed hereto. The list is not exhaustive.

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15. The purchaser shall on or before delivery or possession of the said premises keep deposited with the Builders the following amounts :

- i) Rs. 1000/- for legal charges
 - ii) Rs. 350/- for share money, application/entrance fee of the Society or Limited Company.
 - iii) Rs. 750/- for formation and registration of the Society or Limited Company.
 - iv) Rs. 20520/- for proportionate share of outgoing.
 - v) Rs. 2000/- for electric cable, water meter and electric meter
- Rs. 25620/- Total

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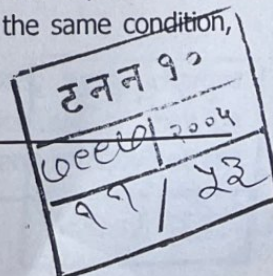
16. The Builders shall utilise the sums at items (i) and (iii) paid by the Purchaser to the Builders for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Builders in connection with formation of the Society/Limited Company, preparing its rules, regulations and bye-laws or the Memorandum and Articles of Association as the case may be, and the cost of preparing and engrossing this Agreement for which the builders shall not be liable to render any accounts.

17. At the time of registration the Purchaser shall contribute his share of stamp duty and registration charges payable, if any, by the said Society or Limited Company on any document or instrument of transfer in respect of the said land and the building to be executed in favour of the Society or Limited Company.

18. The Purchaser himself/herself/themselves with intent to bring in all persons, into whosoever hands the said premises may come, doth hereby covenant with the Builders as follows :

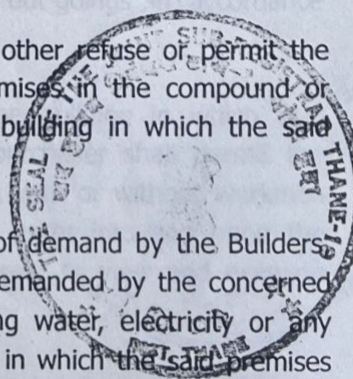
- a) To maintain the said premises at Purchaser's own cost in good tenantable repair and condition from the date possession of the said premises is taken and not to do or suffer to be done anything in or to the building in which the said premises is situate which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change alter or make additions in or to the building in which the premises is situated and the said premises itself or any part thereof.
- b) Not to store in the said premises any goods which are of hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises is situated or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the building in which the said premises is situated, including entrances of the building in which the said premises is situated or the said premises on account of negligence or default of the Purchaser in this behalf. The Purchaser 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 premises and maintain the said premises in the same condition,

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state and order in which it was delivered by the Builders to the Purchaser, and not to do or suffer to be done anything in or to the building in which the said premises is situated or the said premises which may be against the rules, regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- d) Not to demolish or cause to be demolished the said premises 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 said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said premises is situated and shall keep the partition walls, sewers, drains, pipes in the said premises and appurtenances thereof in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the building in which the said premises is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R. C. C. Partis or other structural members in the said premises without the written premises of the Builders and /or the Society or the Limited Company.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of he said land and the building in which the said premises 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, garbage or other refuse or permit the same to be thrown from the said premises, in the compound or any portion of the said land and the building in which the said premises is situated.
- g) Pay to the Builders within seven days of demand by the Builders his/her/their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the said premises is situated.
- h) To bear and pay any increase in local taxes, water charges insurance and such other levies, if any, which are or may be imposed by the concerned local authority and/or Government



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and/or other public authority on account of any purposes or unauthorised change of user of the said premises by the Purchaser viz. user for any purposes other than for the purpose of residence/ shop/office/showroom/godown/ garage, as the case may be, it being expressly understood that any such payment shall not prejudice the right of the Builders or of the incorporated body of Purchasers to be formed against the Purchaser for any such unauthorised change of user.

- i) The Purchaser shall not let, sub-let, transfer, assign or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the said premises until all the dues payable by the Purchaser to the Builders under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or nonobservance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Builders.
- j) The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said premises, and other premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society / Limited Company regarding the occupation and use of the said premises in the Building and shall pay and contribute regularly and punctually towards the taxes expenses or other out-goings in accordance with the terms of this Agreement.
- k) Till the conveyance and transfer of the building in which said premises is situated is executed, the purchaser shall permit the Builders and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.

19. The Builders shall maintain a separate account in respect of sums received by the Builders from the Purchaser as advance or deposit, on account of the share capital for the promotion of the Co-operative Society or a Company or towards the outgoings and shall utilise the amounts only

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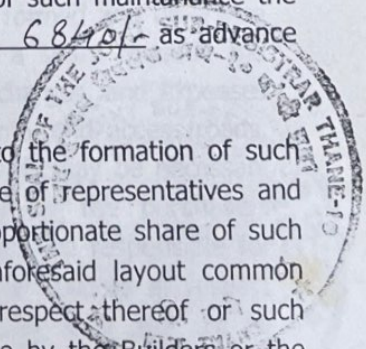
for the purposes for which they have been received.

20. The Builders have informed the Purchaser that the housing project comprises of construction of several buildings and that there will be common, access and internal roads, central recreation spaces, common electric and telephone cables, water lines, drainage lines and other common amenities in the exempted lands and the Builders shall be entitled at all times to lay such pipe lines, underground electric and telephone cables, water lines, drainage lines, sewage lines etc. through any part of the said land and building irrespective of whether the conveyance is executed in favour of the said incorporated body of purchasers or not. It shall be the primary responsibility of the Purchaser and the incorporated bodies of purchasers in the housing scheme to form an Apex Body, federation or association or a Committee of their representatives for maintaining the common amenities and facilities aforesaid in any part of the exempted lands in accordance with such directions, instructions and guidance as may be given by the Builders from time to time and as they may in their sole discretion deem fit. The Purchaser or purchasers of premises in the building on the said land or any of the said incorporated bodies of purchasers or an apex body, federation, association, committee or other body of purchasers formed or to be formed shall not be entitled to raise any objection and shall allow free access to the Builders, their servants and agents through any part of the said land and building for the purposes aforesaid irrespective of whether the said land is transferred to the incorporated body of purchasers or not.

21. It is expressly agreed and understood that the purchasers as also the said incorporated body of purchasers along with the owners of the other buildings of the said scheme will contribute their share of maintenance of the internal access roads, common spaces, and all the common amenities of the said housing scheme and for the purpose of such maintenance the Purchaser shall pay to the builder a sum of Rs. 6840/- as advance towards such expanses.

22. The Purchaser hereby agrees and consents to the formation of such Apex Body, Federation, Association or a Committee of representatives and agrees to pay from time to time his/ her/their proportionate share of such amounts as may be payable in respect of the aforesaid layout common amenities as also the maintenance charges in respect thereof or such amounts as may be determined from time to time by the Builders or the said incorporated body of purchasers or the said Apex Body, Federation, Association or Committee, as the case may be. The Purchaser shall make such payments irrespective of whether the said incorporated body of purchasers is formed or not and the Purchaser agrees to pay to the

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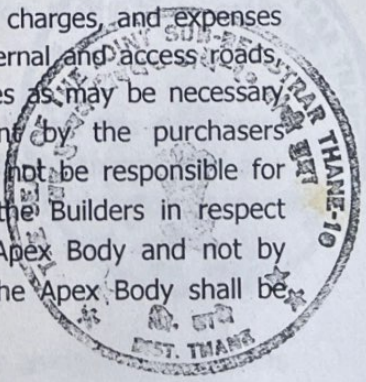
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Builders on demand or at the time of possession such amounts as may be determined by the Builders as advance for such payments. An account of such payments made to the builders shall be transferred to the apex body on completion of the project.

23. The Builders may make such arrangements as they may in their sole discretion deem fit and proper for the maintenance of the common amenities and facilities and for that purpose may appoint such agencies on such terms and conditions as they may deem fit and proper. The Builders may appoint separate agencies for different works, The Purchasers and each incorporated body of purchasers in the housing project as also any apex body shall be bound by all the terms and conditions of such contracts as may be entered into by the Builders in this respect. In the event of the apex body not being formed and in any case till such body is formed the Purchaser individually and jointly with other purchasers shall be bound to pay to the Builders his/her/their proportionate shares as may be determined by the Builders of the remuneration payable to such agencies as part of their proportionate share of outgoings payable by / him her / them under the foregoing provisions.

24. It is expressly agreed that the said incorporated body of purchasers that may be formed shall join as a member of the intended Apex Body of Federation or Association or in the alternative of such Committee as may be formed of the representatives of each of the said incorporated body of purchasers on the said exempted lands and such Apex Body, Federation, Association or Committee, as the case may be, (hereinafter referred to as "the Apex Body") shall after completion of the project be in charge of maintenance of access roads; common recreation spaces, and all other common amenities in the said exempted lands and each of the said incorporated bodies of purchasers shall if already formed and otherwise each of the purchasers of premises shall contribute a share towards the formation of such Apex Body and towards the costs, charges, and expenses of maintenance, repair and reconstruction of the internal and access roads, open recreation spaces, and all the common amenities as may be necessary from time to time and in case of non payment by the purchasers individually or jointly with others, the Builders shall not be responsible for any consequences thereof. Any representation to the Builders in respect of common amenities shall be made only by the Apex Body and not by purchasers or individual societies. All decisions of the Apex Body shall be binding on all the purchasers / societies.

25. The Purchaser has prior to the execution of this agreement satisfied himself/herself/themselves about the marketable title of the said land and he/ she/they shall not be entitled to investigate the title or make any



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requisitions thereon.

26. It is hereby expressly agreed between the parties hereto that the Builders shall be entitled to borrow construction loan from any person or party including financial institutions and for that purpose to create any mortgage or lien on the said land and/or the entire construction work put up thereon or any part thereof.

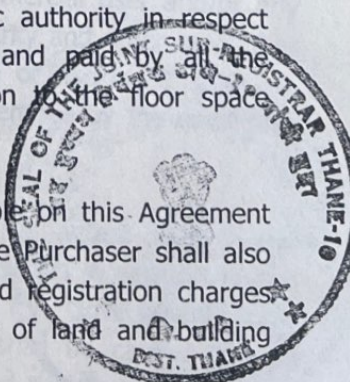
27. If the Purchaser obtains any loan for purchase of the said premises from any employer or any financing institution and it becomes necessary for the Builders to give any commitments or undertakings to do or not to do any acts, deeds or things in respect of the said premises than in that event it shall be the responsibility of the Purchaser from time to time to get such acts, deeds and things done by the Builders and also to furnish to the incorporated body of the Purchasers to be formed as hereinafter set out all necessary details of any loan obtained and any mortgage, charge or lien created in respect of the said premises and also cause to be entered the name of the employer or financing institution, as the case may be, in the share certificate or any other documents to be obtained by the Purchaser in respect to the said premises from the incorporated body of Purchasers to be formed.

28. If any security deposit is demanded by any Government, semi Government. Public or local authority for the purpose of giving electric and water connection to the said building or for any other purpose such deposit shall be payable by all the purchasers of premises in the said building proportionately. The Purchaser agrees to pay to the Builders within maximum seven days of demand his/her/their share of deposit.

29. Any development and /or betterment charges or other levy by the local authority. Government and/or any other public authority in respect of the said land and/or building shall be borne and paid by all the purchasers of premises in the building in proportion to the floor space area of their respective premises.

30. The stamp duty and registration charges payable on this Agreement shall be borne and paid by the Purchaser alone. The Purchaser shall also bear and pay proportionate share of stamp duty and registration charges payable on any document or instrument of transfer of land and building to the incorporated body of purchasers.

31. It is expressly understood that if any deposit given to the Builders by the purchaser for any purpose is found to be less than the amount required for the purpose and the purchaser is required to



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pay the amount of difference the Purchaser shall not be entitled to refuse such payment on the ground that other deposits remain unexpended with the Builders. In cases of deposits for which the Builders are expected to render accounts such accounts shall be given only to the incorporated body of purchasers in a consolidated manner after transfer of the said land and the said building in its favour and not to purchasers individually and any excess lying with the builders shall be passed on to such incorporated body of purchasers.

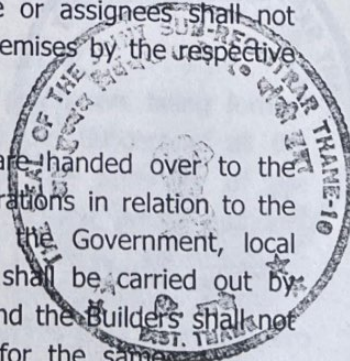
32. The Builders or any person or agents nominated by the Builders shall have the absolute and exclusive right to display or cause to be displayed any posters, hoardings, advertisements or neon signs, on any part of the building till the execution of the conveyance in favour of the incorporated body of purchasers and any part of the said exempted lands including the D.P. Roads and Internal Roads till the completion of the project in all respects and the purchasers or any incorporated body of purchasers or any apex body shall not be entitled to raise any objection on any ground whatsoever in this respect.

33. The Purchaser and the persons to whom the said premises is let, sublet, transferred, assigned or given possession of shall from time to time sign all applications papers and documents and do all such acts, deeds and things as the Builders and /or the said incorporated body of purchasers may require for safeguarding the interest of the Builders and/or the purchasers in the said building.

34. The Builders shall be entitled to sell premises in the said building for the purpose of using the same as guest houses, dispensaries, nursing homes, maternity homes or for residential or commercial user and/or any other user that may be pennitted by the local authority and other authorities in that behalf and the Purchaser or his assignee or assignees shall not object at any time in future to such user of the premises by the respective purchasers thereof or assignee or assignees.

35. After the possession of the said premises are handed over to the purchasers in the building, if any additions or alterations in relation to the said building arc required to be carried out by the Government, local authority or any other statutory body the same shall be carried out by the purchasers in the building at their own cost and the Builders shall not be in any way or manner liable or responsible for the same.

36. The purchaser shall not do any act deed or thing which is likely to cause nuisance or annoyance to occupiars of the other premises in the said building and in particular the Purchaser shall not use or permit or



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cause to be used any terraces or common or open spaces, garage or parking place for slaughter or sacrifice of any creature fowl bird or animal.

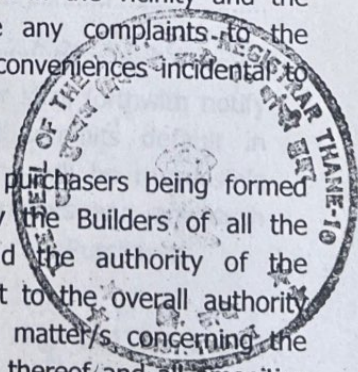
37. No purchaser shall without the prior permission of the Builders grow any trees or plants in the land appurtenant to the building or keep any flower pots or other plants in the passages, staircases, common terraces and other open spaces of the building or on balcony projections or hanging on balconies and all flowers, fruits and other products of any such trees, plants or pots if put up unauthorisedly shall belong to the Builders and thereafter to the said incorporated body purchasers and no individual purchaser shall have any right over such trees, plants, pots or the produce thereof.

38. The Purchaser without the prior written permission of the Builders shall not at any time demolish or cause to be demolished the said premises or any part thereof agreed to be acquired nor shall enclose or cause to be opened up any door in any ground Floor premises or make or cause to be made any addition or alternation of whatever nature to the said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said premises agreed to be acquired.

39. The Purchaser shall not do or permit to be done any act, deed or thing which may render void or voidable any insurance of any premises or any part of the said building or cause any increased premium to be payable in respect thereof.

40. The Purchaser is informed and is aware that the housing project of the Builders comprises of construction of several buildings and that construction will continue for a number of years in the vicinity and the purchaser covenants and agrees not to make any complaints to the Builders or any other authorities of the usual inconveniences incidental to such construction.

41. In the event of the incorporated body of purchasers being formed and registered before the sale and disposal by the Builders of all the premises in the said building the power and the authority of the incorporated body of purchasers shall be subject to the overall authority and control of the Builders over any or all the matters concerning the said building the construction and the completion thereof and all amenities appertaining to the same and in particular the Builders shall have absolute authority and control as regards the unsold premises and the disposal thereof and no demand shall be made by the society for admission of the purchaser of such premises as member of the society.



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42. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said land and building or any part thereof. The Purchaser shall have no claim save and except in respect of the said premises hereby agreed to be sold and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Builders until the said land and building are transferred to the Society / Limited Company as hereinbefore mentioned.

43. Any delay tolerated or indulgence shown by the Builders in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Builders shall not be construed as a waiver on the part of the Builders of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Builders.

44. The Purchaser shall present this Agreement as well as the conveyance, as the case may be, at the proper registration office for registration within the time limit prescribed by the Registration Act and the Builders will attend such office and admit execution thereof.

45. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post A. D. / under Certificate of Posting at his/ her address specified below:

Viz Mrs. Monika Bordia (Jain)
The Riviera Tower Co-op. Hsg. Ltd. A/1005-6
Lekhandwala Township, Akurli Road, Kandivali (East)

46. In case of any change in address the Purchaser shall forthwith notify the same to the Builders and if the Purchaser commits default in communicating the new address the Purchaser alone will be responsible for non receipt of any communication from the Builders and any such communication shall be deemed to be received by the Purchaser.

47. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to a terrace flat in the said building if any, shall belong exclusively to the respective purchasers of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace flat purchaser. The said terrace shall not be enclosed by the purchaser till the permission in writing is obtained from the concerned local authority and the Builders or from the Society or the Limited Company, as the case may be.

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48. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act. 1963 and the rules made thereunder,

THE SCHEDULE ABOVE REFERRED TO

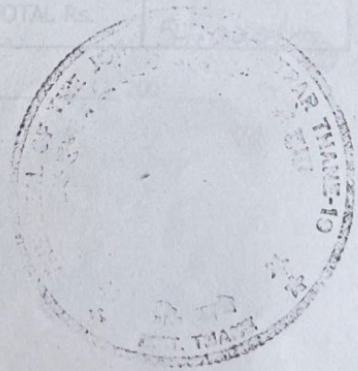
All that piece or parcel of leasehold land or ground situate lying and being at Village Mira in Taluka Thane of District Thane within the limits of Mira-Bhayandar Municipal Council and in the Registration Sub-District and District of Thane containing by admeasurement 25 acres and 31 gunthas bearing Survey Nos. 146, 147, 148, 149, 150, 151, 152/1. New Survey No. 17, 18, 19, 20, 21, 22, 23/1.

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

SIGNED AND DELIVERED) For RAM NAGAR DEVELOPMENT CORPORATION
 by the withinnamed Builders)
 M/s. RAM NAGAR DEVELOPMENT CORPORATION)
 in the presence of _____) **PARTNER**

[Handwritten Signature]

SIGNED AND DELIVERED
 by the withinnamed Purchaser)
Mrs. Monika Baxdia (Jain)) + *Monika*
)
 in the presence of.....)



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 २० / २३

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव मिरे
तालुका हाणे

उ.स. (१४९)

भूमापन क्रमांक	भूमापन क्रमांकाचा उपविभाग	भूधारणा पद्धती	भोगवटादाराचे गांव	कुळाचे नांव
न.स. २०	-	NA	(३१०) (४५०)	
शेतीचे स्थानिक नांव			श्रीराम देवस्नान भास्कर	
लागवडी योग्य क्षेत्र	हेक्टर	आर	व्यवस्थापक	
	१-८०-९		मंदलाल त्वादुराम अश्रवाल	
			मालचंद चंभुलाल	
			(११०५)	
एकूण	१-८०-९			
शे.ख. (लागवडी योग्य नसलेले)				
वर्ग (अ)	०.१०.४			
वर्ग (ब)	०.१०.४			
एकूण	०.१०.४			
आकारणी	१९००			
तुडी किंवा विशेष आकारणी				
				सिमा आणि भूमापन चिन्हे

इतर अधिकार
(३९५) (५६३) (३५०)
(३५०) (५०५)
(११३५)

गांव नमुना बारा (पिकाची नोंद वही)

सं	हंगाम	पिका खालील क्षेत्राचा तपशिल									लागवडीसाठी उपलब्ध नसलेली जमीन		जलसिंचनाचे साधन	जमिन करणाराचे नांव	शेरा
		मिश्र पिका खालील क्षेत्र			निर्भळ पिका खालील क्षेत्र						स्वरूप	क्षेत्र			
		जल सिंचित	अजल सिंचित	घटक पिके व प्रत्येका खालील क्षेत्र	पिकाचे नांव	जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित					
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६
			हे.आर.	हे.आर.		हे.आर.	हे.आर.		हे.आर.	हे.आर.		हे.आर.			
	२००३														
	२००४														

अस्सल बरहुकूम खरी नक्कल दिली असे.

संख

8 APR 2004

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हाणे तालुका

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गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव गिरी
तालुका हाणे

न क्रमांकाचा विभाग	भूधारणा पद्धती	भोगवटादाराचे गांव	कुळाचे नांव
	NA	(६८५) (३१०) (३५०)	
हेक्टर	आर	श्रीराम देवस्थान भाईदर व्यवस्थापक मंदलाल लामदुराम अश्रवाल मालचंद चंडुलाल (११०५)	
१-१८-१			
१-१८-१			
०-०६-७			
०-०६-७			
१०-६६			

(७६३) (३५०) (१०२५)
इतर अधिकार (५०५)
१४३५

सिमा आणि भूमापन चिन्हे

गांव नमुना बारा (पिकाची नोंद वही)

पिका खालील क्षेत्राचा तपशिल				लागवडीसाठी उपलब्ध नसलेली जमीन		जलसिंचनाचे साधन	जमिन करणाऱ्याचे नांव	शेरा
पिका खालील क्षेत्र	निर्मळ पिका खालील क्षेत्र			स्वरूप	क्षेत्र			
अजल सिंचित	घटक पिके व प्रत्येका खालील क्षेत्र			अजल सिंचित	अजल सिंचित	१४	१५	१६
५	पिकाचे नांव	जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	११	१२	१३
हे.आर.		हे.आर.	हे.आर.	हे.आर.	हे.आर.	हे.आर.	हे.आर.	हे.आर.
-	-	-	-	जो.भा.	१-१८-१			
							दामचंद गिरधरलाल मुकेश दामचंद चौधरी	

ल दिली असे.

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रनन १०
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२२ २३



मिरा भाईदर महानगरपालिका.

मुख्य कार्यालय, भाईदर (प.),

छत्रपती शिवाजी महाराज मार्ग, ता. जि. ठाणे - ४०९ ९०९.

मि.भा./मनपा/नर/---२००४---/२००४---

दिनांक :- ३१/११/२००५

जागामालक श्री. मे. श्रीराम देवस्थान नंदलाल लादुराम व भालचंद्र चंदुलाल कामठि या
र पत्रधारक श्री./मेसर्स रामनगर डेव्हलपर्स कार्पो.
वास्तुविशारद मेसर्स मे.अविनाश म्हात्रे अॅन्ड असो.

विषय :- मिरा भाईदर महानगरपालिका क्षेत्रातील मौजे - मिरा
सर्वे क्र./ हिस्सा क्र.नवीन १७, १८, १९, २०, २१, २२, २३/१,
जुना १४६, १४७, १४८, १४९, १५०, १५१, १५२/१ या जागेत नियोजित
बांधकामास बांधकाम प्रारंभपत्र मिळणेबाबत.

संदर्भ :- १) आपला दि.१४/०९/२००५ चा अर्ज.

२) मे. सक्षम प्राधिकारी नागरी संकुलन ठाणे यांचेकडील आदेश क्र.

यू.एल.सी./टी.ए/डब्ल्यू.एस.एस.एच. २०/एस.आर - ७५

दिनांक ११/१०/९९ ची मंजूरी.

३) मा. जिल्हाधिकारी ठाणे यांचेकडील अकृषिक परवानगी

आदेश क्र. महसुल/क-१/टे-१/एनएपी/एसआर-८२/९७, दि.१७/१०/२००२

४) या पुर्वीचे पत्र क्र. मनपा/नर/७०६/१०४१८/२००२-०३, दि.२१/०९/२००३

अन्वये सुधारीत बांधकाम परवानगी व पत्र क्र. मनपा/नर/१०५०/१११०७/

२००३-०४, दि.२८/०९/२००४ अन्वये बांधकाम प्रारंभपत्र.

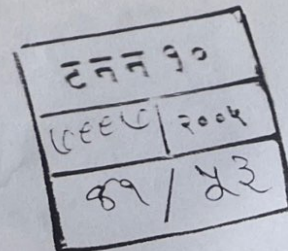
सुधारीत :- बांधकाम प्रारंभपत्र :-

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या कलम ४५ अन्वये व मुंबई प्रांतिक
नगरपालिका अधिनियम १९४९ चे कलम २५३, २५४ (प्रकरण १२ सह) विकास कार्य करण्यासाठी /
काम प्रारंभपत्र मिळण्यासाठी आपण विनंती केले नुसार मिरा भाईदर महानगरपालिका क्षेत्रातील मौजे- मिरा
नं./सर्वे क्र./हिस्सा क्र. नवीन वरील प्रमाणे जुना वरील प्रमाणे या जागेतील रेखांकन, इमारतीचे बांधकाम
मास हिरव्या रंगाने दुरुस्ती दर्शविल्याप्रमाणे खालील अटी व शर्तीचे अनुपालन आपणाकडून
व्या अधीन राहून ही मंजूरी देण्यात येत आहे.

सदर भुखंडाचा वापर फक्त बांधकाम नकाशात दर्शविलेल्या वापरासाठीच करण्याचा आहे.

सदरची बांधकाम परवानगी आपणास आपल्या हक्कात नसलेल्या जागेवर कोणतेही

बांधकाम करून घेणार नाही.



मंजूर नकाशाप्रमाणे जागेवर प्रत्यक्ष मोजणी करून घेणेची आहे व त्यांची जिल्हा निरीक्षक भूमि अभिलेख ठाणे यांनी प्रमाणीत केलेली नकाशाची प्रत या कार्यालयाच्या अभिलेखार्थ दोन प्रतीमध्ये पाठविणेची आहे व त्यास मंजूरी घेणे आवश्यक आहे.

सदर भूखंडाची उपविभागणी नगर परिषदेच्या पूर्वपरवानगीशिवाय करता येणार नाही. तसेच मंजूर रेखांकनातील इमारती विकसीत करण्यासाठी इतर/दुस-या विकासकास अधिकार दिल्यास / विकासामाठी प्रधिकृत केल्यास दुय्यम / दुस-या विकासकाने मंजूर बांधकाम नकाशे व चटई क्षेत्राचे व परवानगीत नमूद अटी व शर्तीचे उल्लंघन केल्यास / पालन न केल्यास या सर्व कृतीस मुळ विकासक धारक व वास्तुविशारद जबाबदार राहिल.

या जागेच्या आजुवाजुला जे पुर्वीचे नकाशे मंजूर झाले आहेत त्याचे रस्ते हे सदर नकाशातील रस्त्याशी प्रत्यक्ष मोजणीचे व सिमांकनाचे वेळो सुसंगत जुळणे आवश्यक आहे. तसेच या जागेवरील प्रस्तावीत होणा-या बांधकामास रस्ते संलग्नित ठेवणे व सार्वजनिक वापरासाठी खुले ठेवणेची जबाबदारी विकासक/ वास्तुविशारद / धारक यांची राहिल. रस्त्याबाबत व वापराबाबत आपली / धारकाची कोणतेही हरकत असणार नाही.

नागरी जमीन धारणा कायदा १९७६ चे तरतुदीना व महाराष्ट्र जमीन महसुल अधिनियम च्या तरतुदीम कोणत्याही प्रकारची बाधा येता कामा नये व या दोन्ही कायदयान्वये पारीत झालेल्या व यापुढे वेळोवेळी होणा-या सर्व आदेशाची अंमलबजावणी करण्याची जबाबदारी विकासक व वास्तुविशारद इतर धारक यांची राहिल.

रेखांकनात /बांधकाम नकाशात इमारतीचे समोर दर्शविण्यात / प्रस्तावीत करण्यात आलेली सामासीक अंतराची जागा ही सार्वजनिक असून महानगरपालिकेच्या मालकीची राहिल व या जागेचा वापर सार्वजनिक रस्त्यासाठी /रस्ता रुंदीकरणासाठी करण्यात येईल. याबाबत अर्जदार व विकासक व इतर धारकांचा कोणताही कायदेशीर हक्क असणार नाही.

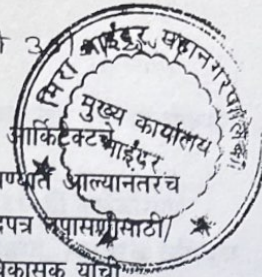
मालकी हक्काबाबतचा वाद उत्पन्न झाल्यास त्यास अर्जदार, विकासक, वास्तुविशारद, धारक व संबंधीत व्यक्ती जबाबदार राहतील. तसेच वरील जागेस पोच मार्ग उपलब्ध असल्याची व जागेच्या हद्दी जागेवर प्रत्यक्षपणे जुळविण्याची जबाबदारी अर्जदार, विकासक, वास्तुविशारद यांची राहिल. यामध्ये तफावत निर्माण झाल्यास सुधारीत मंजूरी घेणे क्रमप्राप्त आहे.

मंजूर रेखांकनातील रस्ते ड्रेनेज व गटारे व खुली जागा (आर.जी.) अर्जदाराने / विकासकाने नगरपालिकेच्या नियमाप्रमाणे पूर्ण करून सुविधा सार्वजनिक वापरासाठी कायम स्वरुपी खुली ठेवणे बंधनकारक राहिल.

- 1) मंजूर रेखांकनातील इमारतीचे नियमावलीनुसार जोत्याचे प्रमाणपत्र प्राप्त केल्याशिवाय उर्वरीत बांधकाम करण्यात येऊ नये.
- 2) इमारतीस उदवाहन, अग्निशामक, तरतुद, पाण्याची जमिनीवरील व इमारतीवरील अशा देन टाक्या दोन इलेक्ट्रीक पंपसेटसह तरतुद केलेली असली पाहिजे.
- 3) महानगरपालिका आपणांस बांधकामासाठी व पिण्यासाठी व इतर कारणासाठी पाणी पुरवठा करण्याची हमी घेत नाही. याबाबतची सर्व जबाबदारी विकासक/धारक यांची राहिल. तसेच सांडपाण्याची मोय व मैलविसर्जनाची व्यवस्था काण्याची जबाबदारी विकासकाची/ धारकाची राहिल.

टन १०
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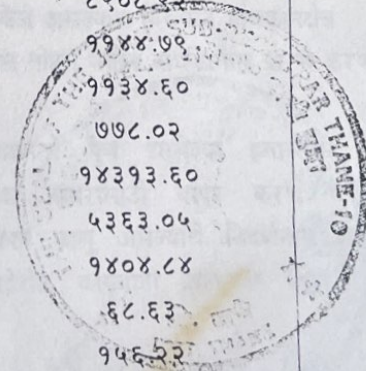
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विवाराने स.नं., हि.नं., मौजे, नगरपालिका/ महानगरपालिका मंजूरी, विल्डरचे नांव, आर्किटेक्टचाईपर, आल्यानतरच, आर्किटेक्टचाईपर, आल्यानतरच विकासासाठी जागेवर सर्व कालालधीसाठी उपलब्ध करून देवणे ही वास्तुविशारद व विकासक यांची जबाबदारी आहे. अशी कागदपत्रे जागेवर प्राप्त न झाल्यास तातडीने काम बंद करण्यात येईल. मंजूर रेखांकनातील इमारतीचे बांधकाम करण्यापूर्वी मातीची चाचणी (Soil Test) घेऊन व बांधकामाची जागा भूकंप प्रवण क्षेत्राचे अनुषंगाने सर्व तांत्रिक बाबी विचारात घेऊन (Specifically earthquake of highest intensity in seismic zone should be considered) आर.सी.सी. डिझाईन तयार करून संबंधित मक्षम अधिका-यांची मंजूरी घेणे. तसेच इमारतीचे आयुष्यमान, वापर, बांधकाम चालू साहित्याचा दर्जा व गुणवत्ता व अग्नि क्षमण व्यवस्था याबाबत नॅशनल विल्डींग कोड प्रमाणे तरतुदी करून कार्यान्वीन करणे तसेच बांधकाम चालू असतांना तांत्रिक व अंतांत्रिक कार्यवाही पूर्ण करून त्याची पालन करण्याची जबाबदारी अर्जदार/ विकासक/ स्ट्रक्चरल अभियंता/ वास्तुविशारद/ बांधकाम पर्यवेक्षक/ धारक संयुक्तपणे राहिल.

रेखांकनातील जागेत विद्यमान झाडे असल्यास तोडण्यासाठी महानगरपालिकेची व इतर विभागांची पुर्व मंजूरी प्राप्त करणे बंधनकारक आहे. तसेच खुल्या जागेत वृक्षारोपण करण्यात यावे. मंजूर बांधकाम नकाशे व जागेवरील बांधकाम यामध्ये तफावत असल्यास नियमावलीनुसार त्वरीत सुधारीत बांधकाम नकाशे मंजूर घेणे बंधनकारक आहे अन्यथा हे बांधकाम मंजूर विकास नियंत्रण नियमावलीनुसार अनधिकृत ठरते त्यानुसार उक्त अनधिकृत बांधकाम तोडण्याची कार्यवाही करण्यात येईल. पूर्वी पत्र क्रं. दि. अन्वये यासोबतच्या मंजूर रेखांकनात प्रस्तावित केलेल्या इमारतीचे बांधकाम खालीलप्रमाणे मर्यादित ठेवून यानुसार कार्यन्वीत करणे बंधनकारक राहिल.

इमारती नांव/प्रकार	संख्या	तळ + मजले	प्रस्तावित बांधकाम क्षेत्र चौ.मी.
सी	9	पार्ट तळ + ७	३९०४.६२
डी	५	पार्ट तळ + ७	१३४५१.९०
डी-१	१	पार्ट तळ + ७	२६६९.९४
इ	४	पार्ट तळ + ७	८९०८.९२
इ-२	१	पार्ट तळ + ७	११४४.७९
इ-३	१	पार्ट तळ + ७	११३४.६०
एफ	१	पार्ट तळ + ७	७७८.०२
एफ-१	२०	स्टिल्ट + ७	१४३१३.६०
एफ-२	७	स्टिल्ट + ७	५३६३.०५
जी	१	पार्ट तळ + ६	१४०४.८४
एस-१	१	तळ	६८.६३
एस-२	१	तळ	१५६.२२
एस-३	१	तळ	२०१.८५
एस-४	१	तळ	६२.६४
एस-५	४	तळ	१२६.५०



पुर्वीच्या मंजूरीप्रमाणे अस्तित्वातील क्षेत्र एकूण

१२६.५०
५३६३.०५
५३६३.०५
५३६३.०५
५३६३.०५

- वांधकाम साहित्य रस्त्यावर व सार्वजनिक ठिकाणी ठेवता येणार नाही. याबाबतचे उल्लंघन झाल्यास महानगरपालिकेकडून आपणाविरुद्ध दंडात्मक कार्यवाही करण्यात येईल.
- इमारतीचे बांधकामाबाबत व पुर्णत्वाबाबत नियमावलीतील बाब क्र. ४३ ते ४६ ची काटेकोरपणे अंमलबजावणी करण्याची संपुर्ण जबाबदारी विकासक/ अभियंता, वास्तुविशारद, स्ट्रक्चरल अभियंता, पर्यवेक्षक व धारक यांची राहिल.
- महानगरपालिकेने मंजूर केलेले बांधकाम नकाशे व बांधकाम प्रारंभ पत्र रद्द करण्याची कार्यवाही खालील बाबतीत करण्यात येईल व मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ व महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या तरतुदीनुसार संबंधिकाविरुद्ध विहित कार्यवाही करण्यात येईल.
- १) मंजूर बांधकाम नकाशाप्रमाणे बांधकाम न केल्यास.
- २) मंजूर बांधकाम नकाशे व प्रारंभ पत्रातील नमुद सर्व अटी व शर्तीचे पालन होत नसल्याचे निदर्शनास आल्यास.
- ३) प्रस्तावित जागेचे वापरात महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ व इतर अधिनियमान्वये प्रस्तावाखालील जागेच्या वापरात बदल होत असल्यास अथवा वापरात बदल करण्याचे नियोजित केल्यास.
- ४) महानगरपालिकेकडे सादर केलेल्या प्रस्तावात चुकीची माहिती व विधी ग्राह्यता नसलेली कागदपत्रे सादर केल्यास व प्रस्तावाच्या अनुषंगाने महानगरपालिकेची दिशाभुत केल्यास निदर्शनास आल्यास या अधिनियमाचे कलम २५८ अन्वये कार्यवाही करण्यात येईल.
- १) प्रस्तावीत इमारतीमध्ये तळमजल्यावर स्टिल्ट (Stilt) प्रस्तावीत केले असल्यास स्टिल्टची उंची मंजूर बांधकाम नकाशाप्रमाणे ठेवण्यात यावी व या जागेचा वापर वाहनतळासाठीच करण्यात यावा.
- २) मंजूर विकास योजनेत विकास योजना रस्त्याने / रस्ता रुंदीकरणाने बाधीत होणारे क्षेत्र २.१.२.००.००.००.०० मी. चौ.मी./ महानगरपालिकेकडे हस्तांतर केले असल्याने व हया हस्तांतर केलेल्या जागेच्या मोबदल्यात आपणांस अतिरिक्त चटई क्षेत्रांचा लाभ/ मंजुरी देण्यात आली असल्याने सदरचे क्षेत्र कायमस्वरुपी खुली/ मोकळे/ अतिक्रमणविरहीत ठेवण्याची जबाबदारी विकासकाची राहिल. तसेच या जागेचा मालकी हक्क इतरांकडे कोणत्याही परिस्थितीत व केव्हाही वर्ग करता येणार नाही. तसेच या क्षेत्राचा इरांकडून मोबदला आपणांस इतर संबंधितास व धारकास स्विकारता येणार नाही.
- ३) मंजूर बांधकाम नकाशातील २४.० मी. पेक्षा जास्त उंचीचे इमारतीचे अग्निशमन व्यवस्थेबाबत सक्षम अधिका-याचे 'ना हरकत प्रमाणपत्र' सादर करणे बंधनकारक आहे.
- ४) मंजूर रेखांकनाच्या जागेत विद्यमान इमारत तोडण्याचे प्रस्तावीत केले असल्यास विद्यमान बांधकामक्षेत्र महानगरपालिकेकडून प्रमाणीत करून घेतल्यानंतर विद्यमान इमारत तोडून नवीन बांधकामास प्रारंभ करणे बांधनकारक आहे.
- ५) प्रस्तावातील इमारतीचे बांधकाम पुर्ण झाल्यानंतर नियमाप्रमाणे पुर्ण झालेल्या इमारतीस प्रथम वापर परवाना प्राप्त करून घेणे व तदनंतरच इमारतीचा वापरासाठी वापर करणे अनिवार्य आहे. महानगरपालिकेकडून वापर परवाना न घेता इमारतीचा वापर चालू असल्याचे निदर्शनास आल्यास वास्तुविशारद, विकासक व धारक यांच्यावर व्यक्तीशः कायदेशीर कार्यवाही करण्यात येईल.

टनन १०
०००४/२००४
४५/२२

- पुर्नविकसीत / नव्याने पुर्ण होणा-या इमारतीमध्ये विद्यमान रहिवाशांना सामावून घेण्याची जबाबदारी वास्तुविशारद, विकासक व धारक यांची राहिल. याबाबतची सर्व कायदेशीर पुर्तता (रहिवाशांसोबत करावयाचा करारनामा व इतर बाबी) विकासकाने / धारकाने करणे बंधनकारक राहिल.
- या मंजूरीची मुदत दि.३१.१२.१९... पासून दि.३१.१२.१९... पर्यंत राहिल. तदनंतर महाराष्ट्र प्रदेशीक व नगररचना अधिनियम १९६६ चे तरतुदीनुसार विहित कालावधीसाठी नुतनीकरण करण्यात येईल अन्यथा सदरची मंजूरी कायदेशीररीत्या आपोआप रद्द होईल.
- या पुर्वीचे पत्र क्र. मनपा/नर/७०६/१०४९८/२००२-०३, दि.२१/०१/२००३ अन्वयेची सुधारीत बांधकाम परवानगी व पत्र क्र. मनपा/नर/१०५०/१११०७/२००३-०४, दि.२८/०१/२००४ अन्वये देण्यात आलेली बांधकाम परवानगी रद्द करण्यात येत आहे.
- सदरच्या आदेशातील नमूद अटी व शर्तीचे पालन करण्याची जबाबदारी अर्जदार, वास्तुविशारद, विकासक, अधिकार पत्रधारक, बांधकामपर्यवेक्षक स्ट्रक्चरल अभियंता व धारक यांची राहिल.
- यु.एल.सी. आदेशात नमूद केल्याप्रमाणे विकास योजना आरक्षणाधील रेखांकनातील शाळा व खेळाचे मैदानाची जागा त्वरीत महानगरपालिकेकडे विनामुल्य हस्तांतर करणे आपणावर बंधनकारक राहिल.
- रेखांकनातील प्रस्तावीत 'अॅमेनिटी ओपन स्पेस' या जागेचे चटई क्षेत्र हे हस्तांतरणाची प्रक्रिया पुर्ण झाल्यानंतरच मंजूर करण्यात येईल.

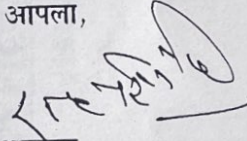
मनपा/नर/२०१४/२००४/०५

दि. ३१/१२/२००५

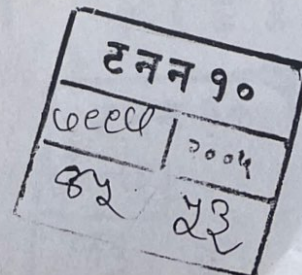
'सावधान'

मंजूर बांधकाम नकाशे व प्रारंभ पत्रात नमूद अटी व शर्तीचे पालन न करता बांधकाम केल्यास नियमावलीनुसार आवश्यक असलेल्या परवानग्या घेता बांधकाम करणे व वापर करणे बेकायदेशीर सून सदरहू बांधकाम अनधिकृत बांधकामाबाबत धिनियम १९६६ व मुंबई प्रांतिक महानगरपालिका धिनियम १९४९ च्या तरतुदीनुसार दखलपात्र गुन्हा न संबधीत व्यक्ती शिक्षेस पात्र ठरतात.

आपला,


आयुक्त,

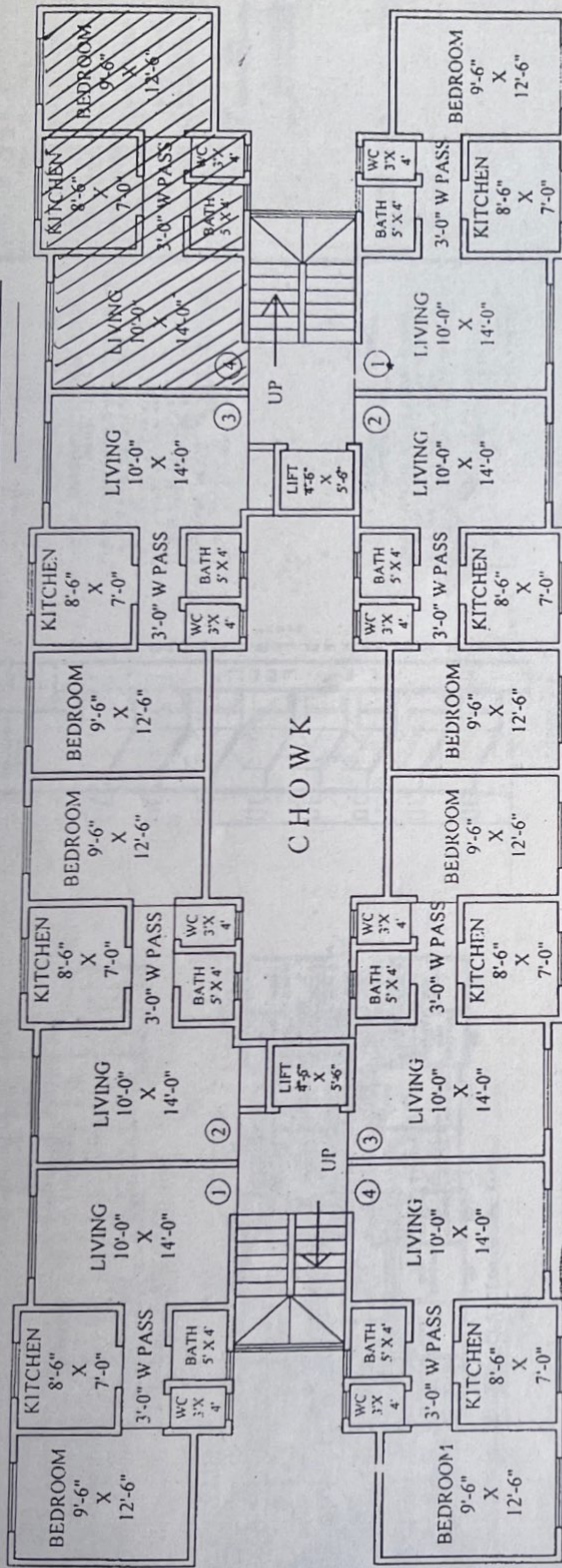
मिरा भाईदर महानगरपालिका.



BLDG NO. 6 / 8

BLDG NO. 7 / 9

BLDG TYPE - E

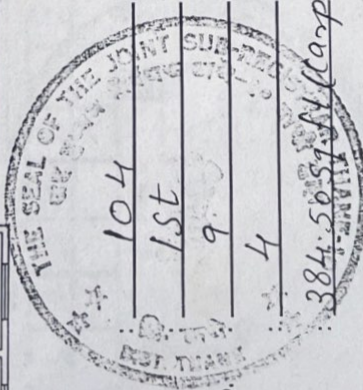


TYPICAL FLOOR PLAN
(1ST TO 7TH FLOOR)

Flat No. _____
on Floor _____
in Bldg. No. _____
Sector No. _____
Area _____

Builders Sign. : Rupa Gb

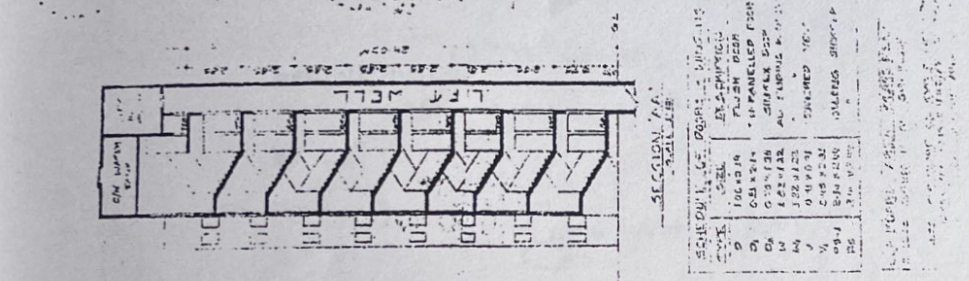
Purchaser Sign. : Monjay



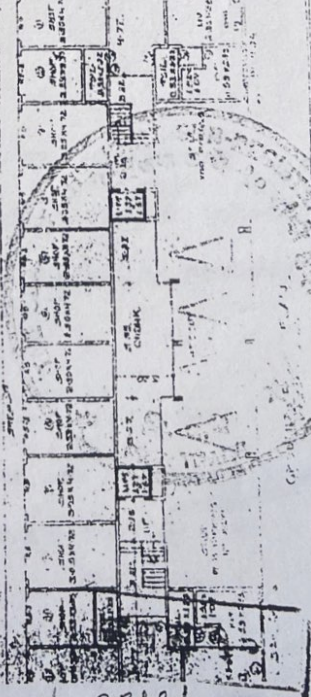
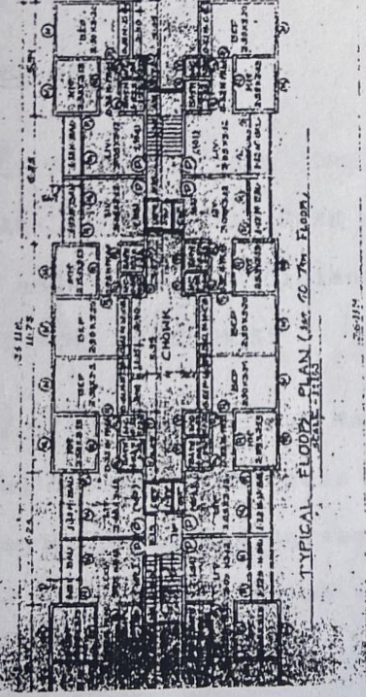
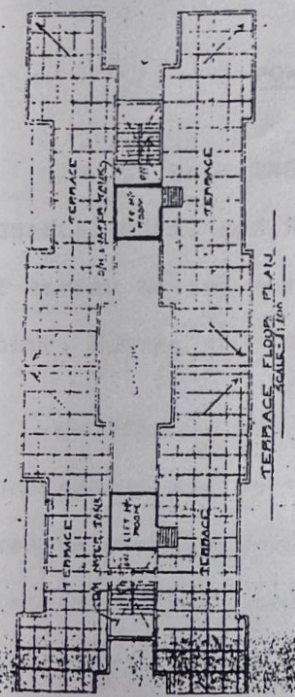
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DETAILS OF SHEET MAP C
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NO.	DESCRIPTION	QTY	UNIT	REMARKS
1	CEILING	1000	SQ. METERS	
2	FLOOR	1000	SQ. METERS	
3	WALL	1000	SQ. METERS	
4	DOOR	1000	SQ. METERS	
5	WINDOW	1000	SQ. METERS	
6	STAIR	1000	SQ. METERS	
7	ROOF	1000	SQ. METERS	
8	FOUNDATION	1000	SQ. METERS	
9	PLUMBING	1000	SQ. METERS	
10	ELECTRICAL	1000	SQ. METERS	
11	MECHANICAL	1000	SQ. METERS	
12	PAINT	1000	SQ. METERS	
13	GLASS	1000	SQ. METERS	
14	IRONWORK	1000	SQ. METERS	
15	CONCRETE	1000	SQ. METERS	
16	MASONRY	1000	SQ. METERS	
17	WOODWORK	1000	SQ. METERS	
18	CEILING	1000	SQ. METERS	
19	FLOOR	1000	SQ. METERS	
20	WALL	1000	SQ. METERS	
21	DOOR	1000	SQ. METERS	
22	WINDOW	1000	SQ. METERS	
23	STAIR	1000	SQ. METERS	
24	ROOF	1000	SQ. METERS	
25	FOUNDATION	1000	SQ. METERS	
26	PLUMBING	1000	SQ. METERS	
27	ELECTRICAL	1000	SQ. METERS	
28	MECHANICAL	1000	SQ. METERS	
29	PAINT	1000	SQ. METERS	
30	GLASS	1000	SQ. METERS	
31	IRONWORK	1000	SQ. METERS	
32	CONCRETE	1000	SQ. METERS	
33	MASONRY	1000	SQ. METERS	
34	WOODWORK	1000	SQ. METERS	



0000 2004
 80 / 23

1. To appear before the Sub-Registrar of Assurances concerned in respect of any documents heretofore executed or to be executed hereafter by any of us as Partner of M/s.Ram Nagar Development Corporation and for us and on our behalf to admit execution of such documents executed by us in respect of premises on lands bearing Mira Survey Nos.146 to 151 and 152/1.

2. For us and on our behalf to present for registration any documents heretofore executed or to be executed by any of us as Partner of M/s,Ram Nagar Development Corporation.

3. To do all acts deeds and things for us and on our behalf to cause the attendance of any executing parties to any such documents before the Sub-Registrar of Assurances and to make any application or submissions in writing for the purpose effectively registering any such documents as our said Attorneys may deem fit and proper.

AND we for ourselves agree to ratify and confirm all and whatsoever our said Attorneys shall purport to do or cause to be done by virtue of these presents.

IN WITNESS, WE, NATVERLAL MOHANLAL DESAI and RAMESH CHHAGANLAL SHAH have hereunto set and subscribed their hands at Bombay this 12th day of April 1994.

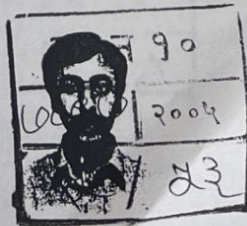
Solemnly affirmed at
this day of 1994

(N.M. DESAI)
(R.C. SHAH)
BEFORE ME.

IDENTIFIED BY MR

P.M. Vakil

P. M. VAKIL
ADVOCATE, HIGH COURT,
8, Tulsiani Chambers
Nariman Point
BOMBAY-400 021



Re-examined before the Sub-Registrar

on 12-4-94

Signature
Signature

1) J.M. Vakil

Handwritten mark

क.स. 200/er

92/10/er

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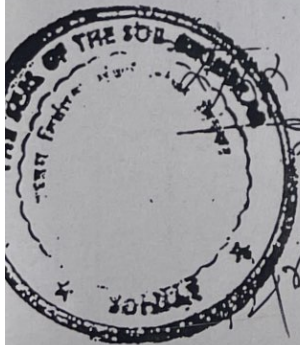
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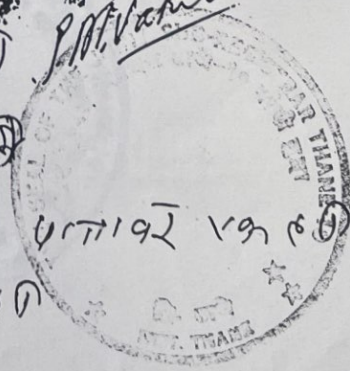
वृष्यम निबंधक, पुणे

①

Signature



... 192 ...



Signature

टनन 90
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2/2005

दुय्यम निबंधकः

9:36 pm

सह दु.नि.का-ठाणे 10

दस्त गोषवारा भाग-1

टनन10

दस्त क्र 7997/2005

92143

क्रमांक : 7997/2005

गाचा प्रकार : करारनामा

5. पक्षकाराचे नाव व पत्ता

नाव: मोनिका - बोरडिया (जैन)
पत्ता: घर/फ्लॅट नं: अ/1005-6
गल्ली/रस्ता: -
ईमारतीचे नाव: रिवेरा टॉवर
ईमारत नं: -
पेट/वसाहत: लोखंडवाला टाउन शिप
शहर/गाव: कांदिवली मुं
तालुका: -
पिन: -

पक्षकाराचा प्रकार

लिहून घेणार

वय 25

सही

Monica

छायाचित्र



अंगठ्याचा उसा



नाव: मे. रामनगर डेव्ह कोर्पो चे भागीदार आर सी शाह
गांच्या तर्फे कु.मु.दिनेश - भट्ट
पत्ता: घर/फ्लॅट नं: 9
गल्ली/रस्ता: -
ईमारतीचे नाव: पार्वती निवास
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव: बोरि

लिहून देणार

वय 39

सही

Dinesh

वज करुन देणार तथाकथीत [करारनामा] दस्तऐवज करुन दिल्याचे कबूल करतात.

1 OF 1



दस्त गोषवारा भाग - 2

टनन10

दस्त क्रमांक (7997/2005)

43193

दस्त क्र. [टनन10-7997-2005] चा गोषवारा
बाजार मुल्य :720384 मोबदला 741000 भरलेले मुद्रांक शुल्क : 20800

पावती क्र.:7997 दिनांक:05/12/2005
पावतीचे वर्णन
नांव: मोनिका - बोरडिया (जैन)

दस्त हजर केल्याचा दिनांक :05/12/2005 12:04 PM
निष्पादनाचा दिनांक : 03/12/2005
दस्त हजर करणा-याची सही :

monika

7410 :नोंदणी फी
1060 :नक्कल (अ. 11(1)), पृष्ठांकनाची
नक्कल (अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ: 13) ->
एकत्रित फी

8470: एकूण

[Signature]

दु. निबंधकाची सही, सह दु.नि.का-ठाणे 10

दस्ताचा प्रकार :25) करारनामा
शिकका क्र. 1 ची वेळ : (सादरीकरण) 05/12/2005 12:04 PM
शिकका क्र. 2 ची वेळ : (फी) 05/12/2005 12:08 PM
शिकका क्र. 3 ची वेळ : (कबुली) 05/12/2005 12:09 PM
शिकका क्र. 4 ची वेळ : (ओळख) 05/12/2005 12:09 PM

दस्त नोंद केल्याचा दिनांक : 05/12/2005 12:09 PM

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

1) नैतिक- पटेल, घर/फ्लॅट नं: - *Nairin*

गल्ली/रस्ता: -
ईमारतीचे नाव: शांतीनगर
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव: मिरारोड पू
तालुका: -
पिन: -

प्रमाणित करण्यात येते की
हा दस्ता एवढा 43 आहे आहे.

[Signature]
सह दुय्यम निबंधक जावे १०

2) अरीन- वलाले, घर/फ्लॅट नं: वरील प्रमाणे *Zain*
गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -

[Signature]

दु. निबंधकाची सही
सह दु.नि.का-ठाणे 10



क्र. क्रमांक ७५
..... ०६७
..... कर्नाकार नोंदले.

[Signature]
दुय्यम निबंधक जावे क्र. १०
..... ७५ आहे ७२ ०५

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

MONIKA BORDIA
NIHAL CHAND LODHA
21/08/1980

Permanent Account Number

AJUPB2538B

Monika

Signature



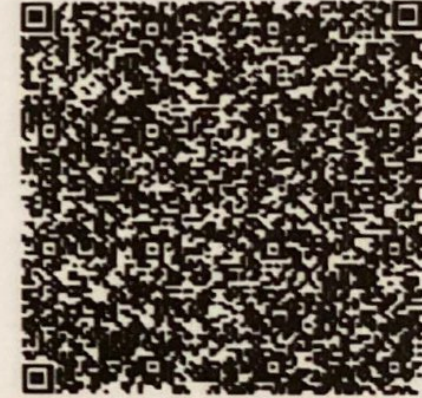


भारत सरकार

GOVERNMENT OF INDIA



मोनिका पवनकुमार बोरदिया
Monika Pavankumar Bordia
जन्म तारीख/DOB: 21/08/1980
महिला/ FEMALE



6401 9563 5447

VID : 9179 3129 9968 5772

माझे आधार, माझी ओळख



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

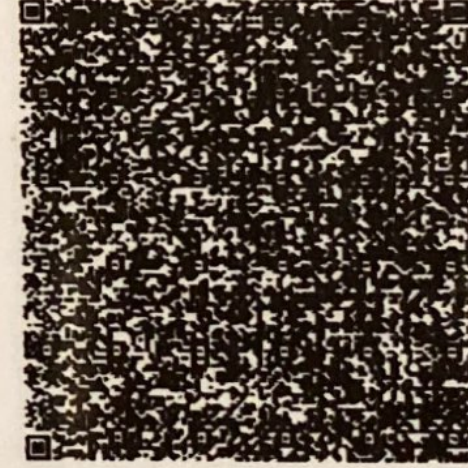
Download Date: 01/08/2018

पत्ता:

9/104 शांति गार्डन सेक्टर 4 सीएचएस लिमिटेड, मिरा
भायंदर रोड, सूर्या शॉपिंग सेंटर समोर, मीरा-भायंदर, ठाणे,
महाराष्ट्र - 401107

Address :

9/104 shanti garden Sector 4 chs ltd, mira
bhayandar road, opp surya shopping center,
Mira-Bhayander, Thane,
Maharashtra - 401107



Generation Date: 12/11/2012

6401 9563 5447