

Agreement For Sale

ARTICLES OF AGREEMENT are made Mira Road, Thane
this _____ day of _____ 201_____

BETWEEN

SHREE HOUSING CO. through its partnership firm having its office at Flat No.02, Ground Floor, CTS No. 13 & 22, Shree Laxmi Narayan Apartment, Mira Village, Mira Road (East), Thane -401107, hereinafter called "THE PROMOTERS" (when expression shall, unless repugnant to the context or meaning thereof mean and include its successor and assigns) of the FIRST PART.

AND

Shri / Smt./M/s. _____

hereinafter collectively referred to as **"THE ALLOTTEE/S"** (which expression shall, unless contrary to the context or meaning thereof, mean and include in the case of individuals his/her/their heirs and legal representatives and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives and in the case of a corporate body, its successors and assigns and in the case of the Trust its Trustees for the time being) **OF THE OTHER PART;**

WHEREAS the land bearing details are as follow: S.No.72, Hissa No.2, area **13050.68** sq.mtrs., S.No.73, Hissa No.1, area **7243.64** sq.mtrs., S.No.73, Hissa No.1, area **7243.64** sq.mtrs., S.No.73, Hissa No.2, area **354.09** sq.mtrs., S.No.73, Hissa No.3, area **2094.18** sq.mtrs., S.No.73, Hissa No.4, area **9752.60** sq.mtrs., S.No.74, Hissa No.1, area **2761.89** sq.mtrs., S.No.74, Hissa No.2, area **8846.37** sq.mtrs., S.No.79, Hissa No.1, area **1153.32** sq.mtrs., S.No.79, Hissa No.3, area **5533.89** sq.mtrs., S.No.79, Hissa No.4, area **3399.25** sq.mtrs., situate, lying and being at village Godbunder, Taluka and District Thane and in the registration District and Sub-District of Thane, (hereinafter referred to as the **"SAID FIRST PROPERTIES"**).

- a) Originally Shri.Ramchandra Balkrishna Patil, Smt.Gauribai Ramchandra Patil, Shri Namdev Ramachandra Patil, Master Ravindra Namdev Patil, Smt.Kusum Namdev Patil, Miss. Bhavana Namdev Patil, Shri.Tulsidas Ramchandra Patil, Miss. HarshadaTulsidar Patil, Smt, Meena Tulsidas Patil, Smt, Draupadi Dattatreya Mhatre, Smt. Yashubai Tukaram Bhoir, Smt. Manjutabai Gauver Tare, Shri.Yashubai Balkrishna Patil, Smt.,Bhimabai yadneshwar Patil, Shri Lokmanya Yadneshwar Patil, Master Vishwajeet Lokmanya Patil, Smt.Jayshree Lokmanya Patil, Smt.Hemprabha Manik Gawand, Smt., Hemlata Bhagwan Thakur, Smt.Bharati Ghanashyam Patil, Shri Kanha Balkrishna Patil, Smt.Indumati Kanha Patil, Shri Prakash Kanha Patil, Smt.Jayshree Umesh Bhoir, Ms. Jayanti Kanha Patil, Smt. Tulsibai Soma Gharat, Smt. Godibai Mahadev Gharat, Shri. Manohar Keshav Patil, Smt. Nirmala Devram Patil, Smt. Suman Narayan Patil, Smt. Kamlabai Pandurang Tandel, Smt. Harubai Jayaram Patil, Smt.Laxmibai Kashinath Mhatre, Shri. Balram Gopal Bhoir, Smt. Saraswatibai Janardan Mhatre, Smt. Gangabai Keshav Patil were the joint owners of the aforesaid properties, situate, lying and being at Village Ghodbunder, Taluka and District Thane. in the Registration District and Sub-District Thane. and now within the limits of the Mira Bhayandar Municipal Corporation, (hereinafter referred to as "the Said First Property").
- b) By an Agreement, dated 30th January, 1988, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. 1566 of 1988, the aforesaid original Owners have agreed to sell their undivided right, title, interest and share in the said first property to /s. Sanjanwala Constructions, at the price and on the terms and conditions stated therein.

- b) By an Agreement, dated 30th January, 1988, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. 1566 of 1988, the aforesaid original Owners have agreed to sell their undivided right, title, interest and share in the said first property to /s. Sanjanwala Constructions, at the price and on the terms and conditions ulated therein.
- c) In pursuance to the said Agreement, dated 30th January, 1988, the said Shri Ramchandra Balkrishna Patil and others had also executed an Irrevocable General Power of Attorney, dated 2nd February, 1988, in favour of the partners of M/s. Sanjanwala Constructions, conferring upon them several powers inter-alia power to sell the undivided share of the said Shri Ramchandra Balkrishna Patil and others in the said first property to the person or persons of his choice.
- d) By an Agreement for Sale cum Development, dated 4th March, 1992, registered in the office of Sub-Registrar of Assurance atThane under Sr, No, TNN-1401 of 1992, dated 30th June, 1992, the said Shri Balram Gopal Bhoir, Smt. Saraswatibai Janardan Mhatre, Smt. Gangabai Keshav Patil agreed to sell their undivided right, title,interest and share in the said first property along with undivided share of survey No. 75 Hissa No., 1 admeasuring 10420 sq. meters and Survey No. 75 Hissa No. 2 admeasuring 3390 sq. meters to the said M/s. Sanjanwala Constructions, at the price and on the terms and conditions stipulated therein.
- e) In pursuance to the said Agreement, dated 4th March, 1992, the said Shri Balram Gopal Bhoir, Smt. Saraswatibai Janardan Mhatre, Smt. Gangabai Keshav Patil had also executed Power of Attorney, dated 4th March, 1992, in favour of the partners of M/s. Sanjanwala Constructions, conferring upon them several powers inter-alia power to sell the undivided share of the said Shri. Balram Gopal Bhoir and others in the said first property along with undivided share of survey No., 75 Hissa No. 1 admeasuring 10420 sq. meters and Survey No. 75 Hissa No. 2 admeasuring 3390 sq, meters to the person or persons of his choice.
- f) The said owners Shri Ramchandra Balkrishna Patil, Smt. Gauribai Ramchandra Patil. Shri Namdev Ramchand X atil, Master Ravindra Namdev Patil, Smt. Kusum Namdev Patil, Miss Bhavana Namdev Patil. Shri Tulsidas Ramchandra Patil, Miss.Harshada Tulsidar Patil, Smt. Meena Tulsidas Patil, Smt. Draupadi Dattatrey Mhatre, Smt. Yashubai Tukaram Bhoir, Smt. Manjulabai Gauver Tare, Shri. Yadneshwar Balkrishna Patil, Smt. Bhimbai Yadneshwar Patil, Shri Lokmanya Yadneshwar Patil, Master Vishwajeet Lokmanya Patil,Smt. Jayshree Lokmanya Patil, Smt. Hemprabha Manik Gawand, Smt. Hemlata Bhagwan Thakur, Smt. Bharati Ghanshyam Patil, Shri. Kanha Balkrishna Patil, Smt. Indumati Patil. Shri.Prakash Kanha Patil, Smt. Jayshree Umesh Bhoir, Ms. Jayanti Kanha Patil. Smt. Tulsibai Soma Gharat, Smt. Bhimabai Gopal Bhoir, Smt.Godibai Mahadev Gharat, Shri Manohar Keshav Patil, Smt, Nirmala Devram Patil, Smt.Suman Narayan Patil, Smt.

Thane and now within the limits of the Mira Bhayandar Municipal Corporation, (hereinafter referred to as "the Said Second Property").

- g) By an Agreement, dated 15th May, 1987, the said Shri Ramchandra Balkrishna Patil and others agreed to sell an area admeasuring 6373.59 sq. meters forming the portion of the said Second land bearing Survey No. 75, Hissa No. 1, situate, lying and being at Village Ghodbundar, Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of the Mira Bhayandar Municipal Corporation, shown and surrounded by RED colour boundary line on the plan annexed hereto, (hereinafter referred to as "First portion of the Said Second Property") to Chintaman Dharmaji Thakur, Smt. Hirabai Chintaman Thakur, Smt. Satyabama Karlas Kim nee Miss Satyabama Chintaman Thakur, Miss Hemlata Chintaman Thakur, Miss Harshada Chintaman Thakur and Miss, Kunda Chintaman Thakur, at the price and on the terms and conditions stipulated therein.
- h) By and under an Agreement for Sale, dated 17th June, 1988, registered in the office of Sub-Registrar of Assurance at Thane-1, under Sr. No. TNN-1/7007/1996, the said Shri Chintaman Dharmaji Thakur and others with the consent and confirmation of the said Shri. Ramchandra Balkrishna Patil and others had assigned all their right, title and interest of the First portion of the said Second property to M/s. Sanjanwala Constructions, at the price and on the terms and conditions stipulated therein.
- i) By and under an Agreement, dated 31st January, 1982, the said Shri. Ramchandra Bhalkrishna Patil, Shri. Yedneshwar Bhalkrishna Patil, Shri. Kanha Bhalkrishna Patil, Smt. Tulsibai Soma Gharat, Smt. Bhimabai Gopal Bhoir, Smt. Godibai Mahadev Gharat, Smt. Tulsibai Soma Gharat, Smt. Bhimabai Gopal Bhoir, Smt. Godibai Mahadev Gharat, Shri. Manohar Keshav Patil, Smt. Nirmala Devram Patil, Smt. Suman Narayan Patil, Smt. Kamlabai Pandurang Tandel, Smt. Harubai Jayram Patil and Smt. Laxmibai Kashinath Mhatre, had agreed to setl remaining area admeasuring 4046.73 sq. meters, forming the portion of said Second property bearing Survey No. 75, Hissa No. 1, situate, lying and being at Village Ghodbundar, Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of the Mira Bhayandar Municipal Corporation, more particularly shown and surrounded by GREEN colour boundary line on the plan annexed hereto, (hereinafter referred to as "the Second portion of Said Second Property") to Smt. Deepa Dattatrey Patil and Smt. Yamunabai Vithoba Patil, at the price and on the terms and conditions stipulated therein.
- j) By and under an Agreement for Sale, dated 17th June, 1988, the said Smt. Deepa Dattatrey Patil and Smt. Yamunabai Vithoba Patil, in their turn agreed to sell the said Second portion of the Second property to M/s. Sanjanwala Constructions, at the price and on the terms and conditions stipulated therein.

- k) By and under an Agreement, dated 11th April, 1994, the said M/s, Sanjanwala Constructions in its turn agreed to grant the development rights of the said first and First portion and Second portion of Second property, (hereinafter the said first, second and third property shall be collectively referred to as "the Said entire Property") to Shri Harshadbhai Poonamchand Doshi, at the Price and on the terms and conditions stipulated therein.
- l) In pursuance to the said Agreement, dated 11th April, 1994, the said M/s. Sanjanwala Constructions., had also executed an Irrevocable General Power of Attorney in favour of the said Shri Harshadbhai Poonamchand Doshi, conferring upon him several powers inter-alia power to develop the said entire property by constructing buildings thereon.
- m) By and under an Agreement, dated 29th November, 1994, the said Shri Harshadbhai Poonamchand Doshi in his turn agreed to grant and assign the development rights of the said entire property to M/s, Ravi Developments, at the price and on the terms and condition stipulated therein.
- n) In pursuance to the said Agreement, dated 29th November, 1994, the said Shri Harshadbhai Poonamchand Doshi had also executed an Irrevocable General Power of Attorney in favour of the partners of M/s, Ravi Developments, conferring upon him several powers inter-alia power to develop the said property by constructing buildings thereon.
- o) The Additional Collector of Competent Authority, Thane had also passed an Order No. ULC/TA/WSHS-20/SR-757. dated 15th November, 1994 read with Corrigendum, dated 8th November, 2003, read with an Order No. ULC/TA/ATP/Section-20/SR-757, dated 2nd November, 2002 and Order No. ULC/TA/ATP/NOC/Ghodbundar, dated 2nd November, 2002, in respect of the said entire property.
- p) The erstwhile, the Mira Bhayandar Municipal Council had sanctioned the plan of the four buildings to be constructed in the layout of the said property vide its V. P. No. NP/NR-2805/7885/1994-95, dated 2nd January, 1995 and accordingly. the erstwhile Mira Bhayandar Municipal Council had also issued Commencement Certificate No. NP/NR/349/6217/1995-96. dated 25th September, 1995.
- q) The Collector of Thane has also granted N.A. permission in respect of the said property vide an Order No. Revenue/K-I/T-8/NAP/SR- 1/95, dated 15th April, 1995.
- r) The erstwhile Mira Bhayandar Municipal Council had further amended the layout plan of the said property vide its V.P. No. NP/ NR/2410/11728/1998. dated 24th March. 1998. On 12th March, 2008, the Mira Bhayandar Municipal Corporation had again amended the

layout plan of the said property vide its V.P. No. MB/MNP/NR/4647/2007-08, dated 12th March, 2008.

- s) The Mira Bhayandar Municipal Corporation has also granted the Commencement Certificate No. MB/MNP/NR/62/2011.12, dated 7th April, 2011, to proceed with the work of construction of five buildings viz. Cluster-1, Building No. C/2, consisting of part ground plus four upper floors admeasuring 862.24 sq. meters of F.S.I., Building No. C/3, consisting of part ground plus four upper floors admeasuring 1470.03 sq. meters of F.S.I., Building No. C/4, consisting of stilt plus four upper floors admeasuring 767.24 sq. meters of F.S.I and Building No., C/6, consisting of stilt plus four upper floors admeasuring 1392.64 sq. meters of F.S.I. in the layout of the said property.
- t) Save and except Building No. C/6, M/s. Ravi Development has already constructed other buildings viz. Cluster-1, Building No. C/2, consisting of part ground plus four upper floors admeasuring 862.24 sq. meters of F.S.I., Building No. C/3, consisting of part ground plus four upper floors admeasuring 1470.03 sq. meters of F.S.I., Building No. C/4, consisting of stilt plus four upper floors admeasuring 767.24 sq. meters of F.S.I, in the layout of the said property.
- u) By and under Agreement for Development 17% April 2012, vide registration No. TNN/7/2780/2012, M/s. Ravi Development has agreed to sell, transfer and assign 71,466 Sq. feet salable (approximately) including TDR to be consumed in "D" Wing of the Building No. C/6, consisting of podium plus 21 upper floor on the portion of the said property to M/S. SHREE HOUSING CO., through its Partner SHRI. ASHOKKUMAR H. VYAS a partnership fir, having its office at 104, Shree Park, Kashimira, Bhayander Road, Mira Road (E), Taluka & District Thane, for consideration and on the terms and conditions contained therein.
- v) The property mentioned in the First Schedule is subject to the provisions of section 43 of the Bombay Tenancy & Agricultural Lands Act, 1948 and sale permission under the abovementioned act is necessary to be obtained.
- w) The Estate Investment Co. Pvt. Ltd., name is showing in the others rights column on 7/12 extract of the said properties and claiming crops right on the said entire properties.

WHEREAS the documents executed by and between the parties thereto as stated hereinabove are valid, legal, subsisting and force same are in full force and effect.

AND WHEREAS in the premises aforesaid, the Owner / Builder / Promoter/ Developer is absolutely seized and possessed of and/or well and sufficiently entitled to the said property.

The Promoters are thus entitled to deal with and dispose of the Flats /Units / Shops / Car Parking Spaces / Garages in the building i.e. the said building on the ownership Flats Act and their title has been certified by their Advocates as per the copy of the Certificate annexed hereto and marked Annexure-II.

The Promoters are constructing the said building name 'SHREE HAVEN' for sale in the open market.

The Promoters are offering Flats / Shops / Gala / Garages / Units on ownership in the said building.

This Agreement is being entered into for the sale of Flats /Shops/ Gala / Garages / Units in the said building "SHREE HAVEN" Mira Road (E)-401 107.

The Promoters have fully apprised the Full Allottee/s of the nature of construction, materials to be used in the building and of the amenities to be provided therein and which amenities have been more particularly set out in Annexure-Ihereto.

The Promoters have also given to the Allottee/s full, free and complete inspection of the building plans in all aspects as approved by the Mira Bhayandar Municipal Corporation and other authorities concerned, therewith and also of all the documents referred to herein above in various recitals and which Flat Promoters both hereby admit acknowledge.

The Flat Allottee/s have inspected the site and seen the said saleable building under construction and have taken inspection of 'all the documents as required under the MAHA RERA.

- a. Sanctioned Plans of the said building.
- b. IOD and C. C. as mentioned hereinabove.
- c. N. A. Permission issued by the Collector, Thane.
- d. Development Agreement between the Owner/ Promoter/ Builder and the Promoter therein.

AND WHEREAS the proposed Podium and Common Amenities of the entire Layout shall be completed as and when the last phase of the entire Layout is completed.

AND WHEREAS the Allottee/s is offered an Apartment bearing number _____ on the floor, in Building Type '_____' wing '_____' (herein after referred to as to as the said "Apartment") of the building called "**SHREE HAVEN**" (herein after referred to as the said "**Building**") being constructed on the said project, by the Promoter.

AND WHEREAS the Promoter has 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 Promoter has registered the Project under the Provisions of the Act with the Real Estate Regulatory Authority at Mira Road. MBMC No. _____ authenticated copy is attached in **Annexure 'B'**

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure 'E'**.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the building and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure 'F'**.

AND WHEREAS the authenticated copies of the plans and specification of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as **Annexure 'G'**.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations. Sections and of the said building / s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

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

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

AND WHEREAS the Allottee /s has applied to the Promoter for allotment of an Apartment No. _____ on _____ floor in Building Type ' _____ ' Wing ' _____ ' situated in Building Known " **SHREE HAVEN**" being constructed on the said Project.

AND WHEREAS the carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable

floor area of an apartment. Excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee /s, verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee /s. But includes the area covered by the internal partition walls of the apartment.

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

AND WHEREAS prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of Rs. _____ (Rupees _____ only) being part payment of the lumpsum sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee /s as advance payment or Application Fee (the payments and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee /s has agreed to pay to the Promoter the Balance of the lumpsum sale consideration in the manner hereinafter appearing.

AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mira Road MBMC bearing No. P51700002002

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale Apartment with the Allottee /s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and condition set out in this Agreement and as mutually agreed upon and between the Parties, the Promoter hereby agrees to sell and the Allottee /s hereby agrees to purchase the apartment and the Garage / covered parking.

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

1. The Promoter has proposed to construct the said project to be known as "**SHREE HAVEN**" in different Phases. The Promoter has proposed to construct Building Type-D consisting of 1 Building (Stilt + 2 podium + 20 floor) **SHREE HOUSING CO.**

THE PROPOSED Podium and Common Amenities of the entire Layout Shall be completed as and when the last phase of the entire Layout is completed.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee /s in respect of variations or modification which may adversely affect the Apartment of the Allottee /s except any alteration or addition required by any Government authorities or due to change in law.

a)

i. The Allottee /s hereby agrees to purchases from the Promoter and the Promoter hereby agrees to sell to the Allottee /s Apartment No. _____ on _____ floor of the Building Type ' _____ ' wing ' _____ ' of carpet area admeasuring _____ sq. Meters as per Real Estate (Regulation and Development) Act 2016 (excluding enclosed balcony) in the (hereinafter referred to as "**the Apartment** ") as shown in the Floor plan thereof hereto annexed and marked **Annexures 'H' and 'I'** (Car Parking Plan) Along with Car Parking No. _____ for the lumpsum consideration of Rs. _____ including Rs. _____ being the proportionate price of the common areas and facilities appurtenant to the premises and more particularly described in the Second Schedule annexed herewith.

ii. The Allottee /s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee /s Garage bearing Nos. _____ or which shall be allotted at the time of possession, situated at _____ Stilt and / or podium being constructed in the layout for the lumpsum consideration of Rs. _____/-

iii. The Allottee /s hereby agrees to Purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee /s covered stilt / Podium / puzzle parking spaces bearing Nos. _____ or which shall be allotted at the time of possession, situated at _____ being constructed in the layout for the lumpsum consideration of Rs. _____/-

I (b) the total aggregate lumpsum consideration amount for the apartment including / excluding Garages / Stilt / podium / puzzle covered parking spaces is thus Rs. _____/-

I (c) The Allottee /s has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ only) (not exceeding 10% of the total lumpsum consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____/- (Rupees _____ only) in the following manner:-

i. Amount of Rs. _____/- (Rupees _____ only) (not

exceeding 30% of the total lumpsum consideration) to be paid to the Promoter after the execution of Agreement.

- ii. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 45% of the Total lumpsum consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs. _____/- On completion of the First Slab.
- iv. Amount of Rs. _____/- On completion of the Second Slab.
- v. Amount of Rs. _____/- On completion of the Third Slab.
- vi. Amount of Rs. _____/- On completion of the Fourth Slab.
- vii. Amount of Rs. _____/- On completion of the Fifth Slab.
- viii. Amount of Rs. _____/- On completion of the Sixth Slab.
- ix. Amount of Rs. _____/- On completion of the Seventh Slab.
- x. Amount of Rs. _____/- On completion of the Eighth Slab.
- xi. Amount of Rs. _____/- On completion of the Ninth Slab.
- xii. Amount of Rs. _____/- On completion of the Tenth Slab.
- xiii. Amount of Rs. _____/- On completion of the Eleventh Slab.
- xiv. Amount of Rs. _____/- On completion of the Twelfth Slab.
- xv. Amount of Rs. _____/- On completion of the Thirteenth Slab.
- xvi. Amount of Rs. _____/- On completion of the Fourteenth Slab.
- xvii. Amount of Rs. _____/- On completion of the Fifteenth Slab.
- xviii. Amount of Rs. _____/- On completion of the Sixteenth Slab.
- xix. Amount of Rs. _____/- On completion of the Seventeenth Slab.
- xx. Amount of Rs. _____/- On completion of the Eighteenth Slab.
- xxi. Amount of Rs. _____/- On completion of the Nineteenth Slab.
- xxii. Amount of Rs. _____/- On completion of the Twentieth Slab.
- xxiii. Amount of Rs. _____/- On completion of the Twenty First Slab, i.e. not exceeding 70% of the total lumpsum consideration) to be paid to the Promoter.

- xxiv. Amount _____ of Rs. _____/-
(Rupees _____ only) (not exceeding 75% of the total lumpsum consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- xxv. Amount _____ of Rs. _____/-
(Rupees _____ only) (not exceeding 80% of the total lumpsum consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment.
- xxvi. Amount _____ of Rs. _____/-
(Rupees _____ only) (not exceeding 85% of the total lumpsum consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said Apartment is located.
- xxvii. Amount _____ of Rs. _____/-
(Rupees _____ only) (not exceeding 95% of the total lumpsum consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby / s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- xxviii. Balance Amount of Rs. _____/- (Rupees _____ only) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, G.S.T. which is implemented by Government of India (Applicable w.e.f. 01/07/2017) and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment

1(e) The Total Price above is escalation – free, save and except escalation / increases, due to increase on account of development charges payable to the competent authority and /or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee / s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee /s. Which shall only be applicable on subsequent payments.

- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee / s by discounting such early payments@_____ % per annum for the period by which the respective instalment has been prepared. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to an Allottee / s by the Promoter.
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee /s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within forty five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee /s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate square meter as aged in Clause 1(a) of this Agreement.
- 1(h) The Allottee /s authorizes the Promoter to adjust / appropriate all payments made y him / her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Alloottee /s undertakes not to object / demand/ direct the Promoter to adjust his payments in any manner.
- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, condition, stipulations and restriction if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall. Before handing over possession of the Apartment to the Allottee/s obtain from the concerned local authority occupancy and /or completion in respect of the Apartment.
- 2.2 Time is essence for the Promoter as well as the Allottee /s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common arera to the association of the Allottee /s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee /s shall make timely payments of the installments and other dues payable by him/her and meeting the other obligation under the Agreement subject to the simultaneous complection of construction by the Promoter as Provided in clause 1 (c) herein above. ("Payments Plan")
- 3 . The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project land is _____ square meters only and Promoter has planned to utilize Floor Space Index of 2.5 by

availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 2.5 as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee /s agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee /s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter.

- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee /s committing default in payment on due date amount due and payable by the Allottee /s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payments of installments, the Promoter shall at his own option, may terminate this Agreement; the Promoter shall at his own option, may terminate this Agreement:

Provided that Promoter shall give notice of fifteen days in writing to the Allottee /s by Registered Post AD at the address provided by the Allottee /s and mail at the e-mail address provided by the Allottee /s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee /s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee /s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of lumpsum sale consideration of the Apartment which may till then have been paid by the Allottee/s to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'J', annexed hereto.
6. The Promoter shall give possession of the Apartment to the Allottee/s on or before _____ day _____ 20____ if the Promoter fails or neglects to give possession of the Apartment to the Allottee/s on account of reasons of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee / s the amounts already received by him in respect of the Apartment.

- 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

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

- 7.1 **Procedure for taking possession** –The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee /s as per the agreement shall offer in writing the possession of the Apartment, to the Allottee /s in terms of this Agreement to be taken within 3 (three) month from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee /s. The Promoter agrees and undertakes to indemnify the Allottee /s in case of failure of fulfillment of any of the provision, formalities, documentation on part of the Promoter. The Allotte/s agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee /s, in writing within 7 days of receiving the occupancy certificate of the Project.
- 7.2 The Allottee /s, shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee /s intimating that the said Apartment are ready for use and occupancy;
- 7.3 **Failure of Allottee /s to take possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee / s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement. And the Promoter shall give possession of the Apartment to the Allottee /s. In case the Allottee /s fails to take possession within the time provided in clause 8.1 such Allottee /s, shall continue to be liable to pay maintenance charges as applicable.

- 7.4 If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee /s, brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on accounts of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee /s shall be entitles to receive from the Promoter, compensation for such defect in the manner as provided under Act.
- 8 The Allottee /s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence / office / show-room / shop / godown for residential purpose or carrying on any industry or business. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Allottee /s along with other Allottee(s) of Apartments in the building shall join in forming and registering the society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and /or membership and the other papers and documents necessary for the formation and registration of the Society or Associates 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 Promoter within seven days of the same being forwarded by the Promoter to the Allottee /s, so as to enable the Promoter to register the common organization of Allottee /s. No Objection shall be taken by the Allottee /s if any, changes or modification are made in the draft bye-lwas, or the Memorandum and/or Articles 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.
- 9.1 The Promoter shall, within three month of the registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right title and the interest of the Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
- 9.2 The Promoter shall, within three month of the Federation /apex registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the Federation / apex body all the right, title and the interest of the Promoter and / or the owner in the Project land on which the building with multiple wings or Building are constructed.
- 9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee /s that the Apartment is ready for use and occupancy, the Allottee /s shall be liable to bear and pay the proportionate share (i.e.in proportion to the carpet area of the Apartment) of outgoings

in respect of the project land and Building /s namely local taxes, betterment charges or such other levies by the concerned local authority and / or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building /s. Until the Society or Limited Company is formed and the said structure of the building /s or wings is transferred to it, the Allottee / s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee /s further agrees that till the Allottee /s share is so determined the Allottee /s shall pay to the Promoter provisional further monthly contribution of Rs._____ per month towards the outgoings. The amounts so paid by the Allottee /s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance / assignment of lease of the structure of the building or wing is executed in favor of the society or a limited company as aforesaid. On such conveyance / assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee /s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

- i. Rs_____ for share money, application entrance fee of the Society or Limited Company / Federation / Apex body.
- ii. Rs_____ for formation and registration of the Society or Limited Company / Federation / Apex body.
- iii. Approx. Rs._____ for proportionate Share of taxes and other charges / levies in respect of the Society or Limited Company / Federation / Apex body
- iv. Rs._____ for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company / Federation / Apex body.
- v. Rs._____ for deposits towards water, Electric, and other utility and services connection charges &
- vi. Rs_____ for deposits of electrical receiving and Sub Station provided in Layout.
- vii. Rs_____ towards Infrastructure Charges.

11. The Allottee /s shall pay to the Promoter a sum of Rs._____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/ Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

- 12 At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/s shall pay to the Promoter. The Allottee/s, share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any documents or instruments of transfer in respect of the structure of the said building / wing of the building. At the time of Registration of conveyance or Lease of the project land, the Allottee /s shall pay to the Promoter, the Allottee/s' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any documents or instruments of transfer in respect of the structure of the said land to be executed in favor of the Apex Body or Federation.

13 REPRESENTATION AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee/s as follows.

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite right to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no Litigation pending before any Court of law with respect to the project land or the Project land or the Project except those disclosed in the title report;
- v. All approvals, Licenses and permits issued by the competent authorities with respect to the Project, project land and said building / wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, Licenses and permits to be issued by the competent authorities with respect to the Project, Project land and said building / wing shall be obtained by following due process of law and the Promoter has been and shall, at all times. Remain to be in compliance with all applicable laws in relation to the Project, Project land, Building /wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee /s created herein, may prejudicially be affected;

- vii. The Promoter has not entered into any agreement for sale and /or development agreement or any other agreement or arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said apartment to the Allottee/s in the manner contemplated in this Agreement;
- ix. At the time execution of the conveyance deed the structure to the association of Allottee/s the Promoter shall handover lawful, vacant, peaceful. Physical possession of the common areas of the Structure to the Association of the Allottee/s.;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental due, rate, charges and taxes and other monies, levies, imposition ,premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

14 The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the apartment may come, hereby covenants with the Promoter as follows:-

- i. To Maintain the Apartment at the Allottee/s own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change / alter or make addition in or to the building in which the apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objection to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages

or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the allottee/s shall liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and /or other public authority.
- iv. Not to demolish or cause to be de demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any alteration in the elevation and outside color scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenatable repair and condition, and in particular, so as to support shelter and protect the other pans of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and /or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

- viii. 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 and/or other public authority by the Allottee for any purpose other than for putpose for which it is sold.
 - ix. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment are fully paid up.
 - x. The Allottee/s shall observe and perform all the rules and regulation which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alteration or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulation and conditions laid down by the Society/ Limited Company / Apex Body/ Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
 - xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favor of Society / Limited Society, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
 - xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favor of Apex Body or Federation, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as Advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircase, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body / Federation as hereinbefore mentioned.

17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**
After the Promoter executes this Agreement he shall not mortgage or create a charge on the apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Apartment.

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

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

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee of the apartment, in case of a transfer, as the said obligation go along with the apartment for all intents and purposes.

22. SEVERABILITY:

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

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVERREFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of the apartment to the total carpet area of all the Apartment in the Project.

24. FURTHER ASSURANCES:

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

25. PLACE OF EXECUTION:

The execution of this agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, on _____ after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the agreement shall be registered at the office of the Sub- Register. Hence this Agreement shall be deemed to have been executed at Mira Road.

26. The Allottee/s and /or Promoter shall present this Agreement as well as the conveyance / assignment of lease at the proper registration

office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

_____ Name of Allottee/s

_____ (Allottee's Address)

Notified Email ID: _____

M/S. SHREE HOUSING CO.
Flat No.02, Ground Floor,
CTS No. 13 & 22,
Shree Laxmi Narayan Apartment,
Mira Village, Mira Road (East), Thane -401107
Notified Email ID: **shreehousingco@yahoo.com**

It shall be the duty of the Allottee/s and the promoter inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall ne deemed to have been received by the promoter or the Allottee/s, as the case may be.

28. **JOINT ALLOTTEES:**

That in case there are joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for intent and purposes to consider as properly served on all the Allottees.

29. **STAMP DUTY AND REGISTRATION :**

The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. DISPUTE RESOLUTION:

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the concerned Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts at Thane will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Mira Road in the presence of attesting witness, signing as such on the day first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THOSE pieces and parcels of following land, situate , lying and being at village Kavesar, Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of the Thane Municipal Corporation:

Sr.no	Survey Nos.	Hissa Nos	Area in Sq.meters
1	72	2	13050.68
2	73	1	7243.64
3	73	1	7243.64
4	73	2	354.09
5	73	3	2094.18
6	73	4	9752.60
7	74	1	2761.89
8	74	2	8846.37
9	79	1	1153.32
10	79	3	5533.89
11	79	4	3399.25

THE SECOND SCHEDULE ABOVE REFERRED TO:

Apartment /Shop No. _____ admeasuring _____ sq.feet(Carpet) i.e. equivalent to _____ sq. meters as per Real Estate (Regulation and Development) Act 2016 (excluding enclosed balcony), on the _____ floor in Building Type ' _____ ' Wing ' _____ ' and covered stilt / Podium/puzzle parking spaces bearing Nos _____ situated at _____ in the Complex known as "SHREE HOUSING CO." to be constructed on the property, more particularly described in the First Schedule hereinbefore written.

SIGNED AND DELIVERED)
by the within named "ALLOTTEE /S")

1) _____)

2) _____)

3) _____)

At _____ on _____

In the presence of WITNESSES)

1.Name _____)

Signature _____)

2.Name _____)

Signature _____)

SIGNED AND DELIVERED)

By the within named "PROMOTER")

M/S. SHREE HOUSING CO.)

In the presence of WITNESSES)

1. Name _____)

Signature _____)

2.Name _____)

Signature _____)

RECEIPT

RECEIVED of and from the within named Allottee/s, the sum of
Rs. _____ (Rupees _____
_____ Only) by way of part / full payment of lumpsum sale
consideration price hereinabove mentioned, by Cash / Cheque /DD / pay Order
bearing No. _____ dated _____ drawn on
_____ Branch.

Rs. _____

WE SAY RECEIVED

For M/S. SHREE HOUSING CO.

(Authorized Signatory)

WITNESS:

1. _____

2. _____

AMENITIES

- » Well decorated entrance lobby.
- » Decorative entrance Door & Internal door.
- » Internal walls of the entire flat to be POP finished with smooth Luster Paint.
- » Vitrified flooring in entire flat with skirting.
- » Granite kitchen platform with stainless steel sink & service platform.
- » Powder coated aluminum sliding windows with marble sill.
- » Concealed copper wiring, cable TV & intercom in living & bedroom with modular switches.
- » Concealed plumbing & CP fittings of approved make.
- » Full tiles upto door height in all toilets with marble sill or designers.
- » Security system with intercom facility in each flats.
- » Decorative marble trend and risers.
- » Two lifts per wing.
- » Under ground water tanks with sufficient storage capacity.
- » Beautiful landscaped garden.
- » Designed compound wall with main gate.
- » One plus podium parking.

LETTER OF POSSESSION

Date :

To,

Dear Sir,

Re : Handling over the possession of Flat / Shop / Floor wing No. _____ on the _____ Floor, in your Building known as 'SHREE HAVEN' at Mira Road (East), Taluka & District- Thane.

This is to confirm and put on record that I/we have received the possession of Flat/Shop/Car Parking No. _____, on the _____ Floor, of the above said building, agreed to be purchased from you, as per Agreement for sale dated _____ entered into by and between yourself and me/us.

I/we say that I/we have inspected thoroughly my/our above said flat/ shop/ car parking in particular and the building in general and it is very much in accordance with the plans and specifications and the amenities provided are more and better than all the amenities as per the list annexed with the said Agreement for Sale, in my/our above said flat/shop/row-house.

I/we am/are fully satisfied with the materials used in the construction including all fittings and fixtures and I/we have absolutely no grievances of whatever nature.

I/we further say and state that from is no discrepancy with regard to the area is concerned.

I/we further say and record that from this date, you shall not be responsible for any of the defect in the above said flat/shop/row-house.

I/we, also agree and undertake to deposit with you a sum of Rs. _____/- (Rupees _____ only)

towards maintenance charges, property taxes, water charges, electricity chartes and other common expenses, which will not carry any interest,

immediately and also further agree and undertake to pay and bear any other charges, which becomes so payable in respect of the above said flat/shop/row- house, as and when demanded by you and in case of default on my/our part, I/we further agree and undertake to pay interest at the rate of 24% per annum from the date of default till the date of payment.

I/we further declare and state that I/we shall also extend full and all co-operation for the formation of any body of purchasers of the premises of the abovesaid building and shall further sign and deliver by all documets, as and demanded by you, without any excuse whatsoever.

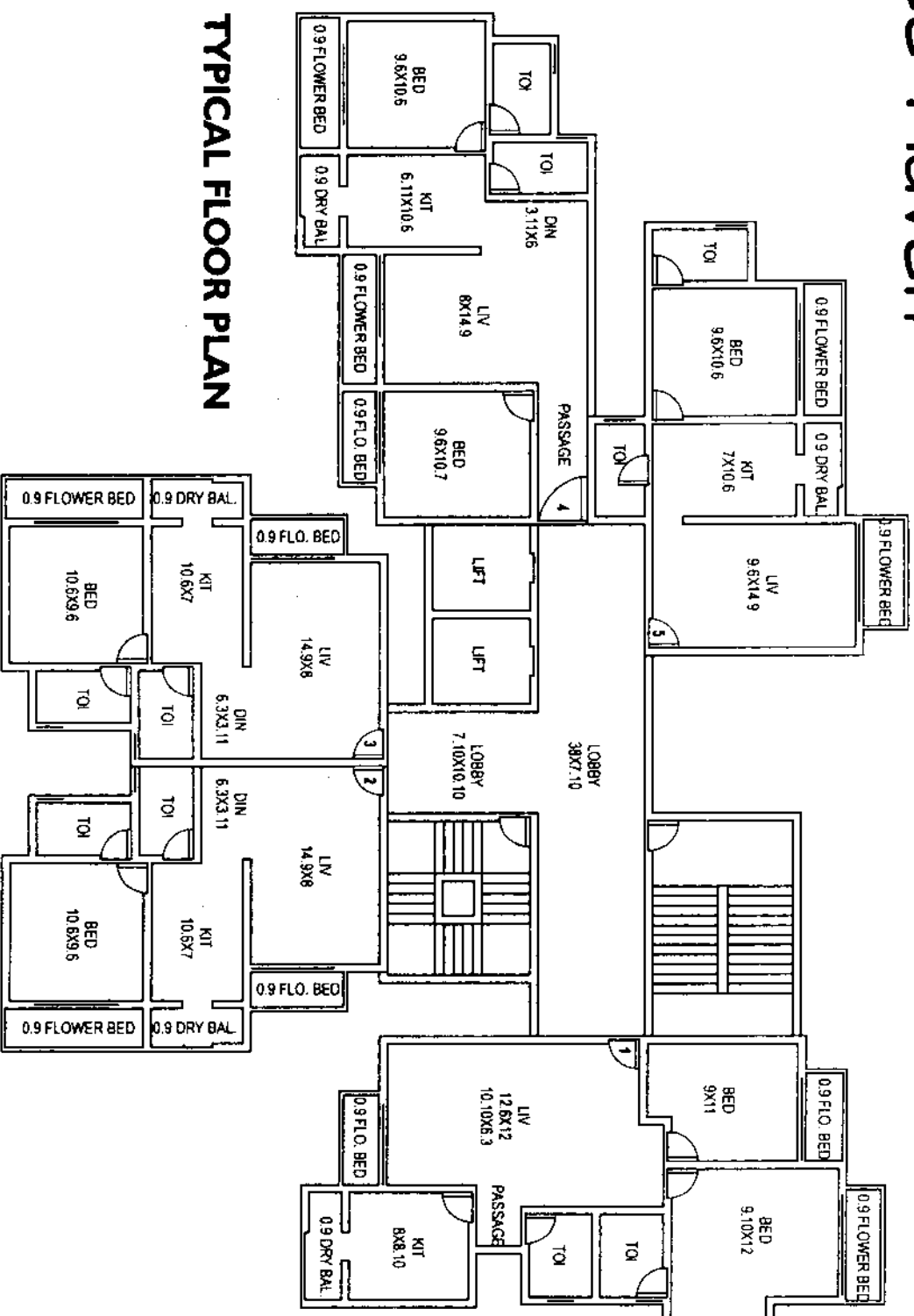
Thanking you,

Yours Faithfully,

(Signatrue)

Name and present Address :

TYPICAL FLOOR PLAN



Shree Haven, Mangal Nagar, GCC Club,
Mira Bhayandar Road, Mira Road (E), Thane - 401 107.

नाम होशबंद
तासुका ठाणे

भूमापन कर्पांक	भूमापन कर्पांकाचा उपविभाग	भूमापन पद्धती	भोगवट्यासहचे नंबर
न. स. 102	2	प्री.	305, 334, 400
प्री. स्थानिक नंबर	प्री. स्थानिक नंबर	प्री. स्थानिक नंबर	9058, 9200

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9-28.2

$$9 - 24 - 2$$

0 - 0.9 - 1

0-03-2

$$G = \begin{vmatrix} 1 & 0 & 0 \\ 0 & 1 & 0 \\ 0 & 0 & 1 \end{vmatrix}$$

तुझे किया विशेष आकाशनी

सिमा आणि पुराण चिन्हे

[illegible]

अस्सल बरुकूम छरी नक्षल दिली असे.

artr 3/2/2090

SECRET

गांव

तालुका

610/

सिमा आणि भूमापन विन्हे

332

190

622

वि. इस्टेट इन्व्हेस्टमेंट कं.ली.

୨୨୧

युमन नारायण पा

कुसुम नारिनाथ मन्त्रे

ପ୍ରାନ୍ତ ପରିଷଦ

9228

୨୨୦୪

श्री. जी. मोहन

सत्यमेव जयते

॥ श्री गणेशाय नमः ॥

गांव घोडवेंर
वास्तका ठाजे

वास्तुका

कुळाचे नांव

जुद्धो किंवा विशेष आकारणा

सिमा आणि भूमापन विभाग

अथ कश्चिन्नाम

अस्सल बरहुकूम खरी नबकल दिती असे.

श्री. अ. जी. बोडके
तलाठी सजा धोडबंदर
ता. जि. ठाणे.

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव धोडव ६२
तालुका ६१०

जु. स. (—)

भूमापन क्रमांक	भूमापन क्रमांकाचा उपविभाग	भूधारणा पद्धती
न. स. ७३	३	
होतीचे स्थानिक नांव		
लागवडी योग्य क्षेत्र	हेक्टर	आर
	०-१९-९	
एकूण	०-१९-९	
पो. (लागवडी योग्य नसलेले)	६-००-८	
वर्ग (अ)		
वर्ग (ब)		
एकूण	०-००-८	
आकारणी	१-०३७	
जुडी किंवा विशेष आकारणी		

भूमापनदाराचे नांव ३३२
रामचंद्र बाळकृष्ण
परशुराम बाळकृष्ण
काजी बाळकृष्ण
भिमाबाई गोपाळ
कुळशीबाई सोमा
गोदीबाई मफोदेव ३३५
बाळराम गोपाळ पं.
यशस्वतीबाई नवादेव
मंगलबाई छेराव
मनोहर छेराव
कमलाबाई पांडुरंग ६१

कुळाचे नांव

इतर अधिकार

३३३
मे. गद्यवेकम अधिकारी मने
भाते उडील ठाणे कमी मने
१०००- ७२८
दि. इस्टेट इन्व्हेस्टमेंट कं.ली.

११९५

गांव नमुना बारा (पिकांची नोंद नाही)

वर्ग	संगम	पिकाखालील क्षेत्राचा वपरीत										उपलब्ध नसलेली जमीन	उपलब्ध नसलेली जमीन	उपलब्ध नसलेली जमीन	उपलब्ध नसलेली जमीन	उपलब्ध नसलेली जमीन
		मिश्र पिकाखालील क्षेत्र					निर्मळ पिकाखालील क्षेत्र									
		मिश्र पिकांचे क्षेत्र	पत विविध	अपत विविध	घटक पिके व प्रत्येका खालील क्षेत्र					पिकाचे नांव	पत विविध	अपत विविध	पत विविध	पत विविध	पत विविध	
					पिकाचे नांव	पत विविध	अपत विविध	पत विविध	अपत विविध							
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६	१७
			हे.आर.	हे.आर.		हे.आर.	हे.आर.		हे.आर.	हे.आर.		हे.आर.				
०-१२-२०२०																

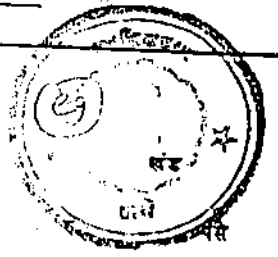
अस्थान वरतुक्रम खरी नक्का दिली आहे.

तारीख १५/०७/०९०

श्री. जे. जी. बोडेक
तलाठी सजा घोडबंदर
ता. जि. ठाणे.

गांव नमुना सात (अधिकार अभिलेख) (क) म. गा. २४ म
 (महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुविधित करणे) नियम १९७१ यातील नियम ३.५.९, भाग ७) R. V. 24m.
 गांव हरी-वडर तालुका हरी

भूमापन क्रमांक	भूमापन क्रमांकाचा उपविभाग	सुधारणा पडली	गांव नमुना सात (अधिकार अभिलेख) (क) म. गा. २४ म R. V. 24m. (महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुविधित करणे) नियम १९७१ यातील नियम ३.५.९, भाग ७)	साले क्रमांक
१०३	४		जमिंदार लाडकण पाटील (३०२) (३०३) यशवंतर लाडकण फानी लाडकण मिमाबाई गोपाळ लुशीबाई सोमा गोविंदार मयोर (३०४) लाजराबाई गोपाळ पाटील सरस्वती अनारम गंगाबाई जेठण मनोर (३०५) कमलाबाई पांडुरंग, लक्ष्मी गजराबाई, सुकन नारायण सुकुम लक्ष्मीबाई निर्मला देवकी पाटील (३०६) (३०७)	३०३ मुळाचे गांव साले अधिकार (३०२) (३०३) मे. गजराबाई अधिकार (३०४) स्वातंत्र्यलक्ष्मी लक्ष्मी (३०५) ६ रोजे लक्ष्मी दे. नि. (३०६) सीमा आणि भूमापन चिन्हे
पोताचे स्थानिक नांव				
लागवडीयोग्य क्षेत्र	हेक्टर	बार		
	०.९०	८		
एकूण ..	०.९०	८		
पोटल राब (लागवडीयोग्य नसलेले)				
वर्ग (अ)	०.०	४.६		
वर्ग (ब)				
एकूण ..	०.०	४.६		
आकारणी	एकूण	वर्ग		
जुडी किंवा विशेष आकारणी	४.६६	वर्ग		



महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुविधित करणे) नियम १९७१ यातील नियम ३.५.९, भाग ७
 गांव नमुना सात (अधिकार अभिलेख) (क) म. गा. २४ म R. V. 24m.
 (महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुविधित करणे) नियम १९७१ यातील नियम ३.५.९, भाग ७)

वर्ग	हंगाम	मिथ्याणाचा संकेत	मिथ्याणाचा क्रमांक	४ यत्न सिंचित	५ यत्न सिंचित	पट्टक पिके व प्रत्येका- बालील क्षेत्र	पिकांचे नाम	६ सिंचित	अजल सिंचित	१ पिकाचे नाम	२० यत्न	२१ यत्न	२२ यत्न	२३ यत्न	२४ यत्न	२५ यत्न
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६	१७
१९	२०	२१	२२	२३	२४	२५	२६	२७	२८	२९	३०	३१	३२	३३	३४	३५
२६	२७	२८	२९	३०	३१	३२	३३	३४	३५	३६	३७	३८	३९	४०	४१	४२
४३	४४	४५	४६	४७	४८	४९	५०	५१	५२	५३	५४	५५	५६	५७	५८	५९
६६	६७	६८	६९	७०	७१	७२	७३	७४	७५	७६	७७	७८	७९	८०	८१	८२
९९	१००	१०१	१०२	१०३	१०४	१०५	१०६	१०७	१०८	१०९	११०	१११	११२	११३	११४	११५

दिनांक ३ १५/०७/०९०

श्री. अ. जी. बोडके
 तलाठी सजा घोडबंदर
 ता. जि. ठाणे.

(संस्कृत-भाषा-अभिलेख पत्रक)

नाम 22/3/92

सालका — 512

इतर अधिकार रुकठा २५३)
(३३) (१०)

ਦੀ ਘੋੜ ਸੁਰੈਗੋਸਤ ਕੇ ਡਿ

सौम्य आणि सुदापन चिन्हे

गांव नमन

(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदबंदीचा नियम करणे व संशोधित करणे) नियम १९७१ यातील नियम २१)

[illegible]

दिनांक :- १५/०६/०९०

श्री. अ. जी. बोडके
तलाठी सजा घोडबंदर
ता. जि. ठाणे.

माधव सोडबंदर
भासुका ठावे

पूमापन कर्पाक	पूमापन क्रमांकाया उपक्रमाया	पूमापना पत्राती	पुणेकराद्वाराये राब
न. सं. ७४	२		३०४ ३३५
पेटीचे व्यापिक नांव	रामचंद्र बाळबुळट पार्ल मल्लेश्वर, बाळबुळट प		

मोतीचे रसायनिक नाव

सागवरी योग्य क्षेत्र	वेक्टर	आर
एकूण	0-02-5	
	0-02-5	
उ. (सागवरी योग्य नसलेले)		
वर्ग (अ)	S	
वर्ग (२)		
एकूण	-	-
	४ = ५६	

आचारणं
पुनः किञ्च विशेष आचारणं

रामचंद्र बाबूजी पाटिल
 मलेश्वर बाबूजी पाटिल
 कान्हा बाबूजी पाटिल
 विष्णुबाई केशवजी भोईर
 तुकलबाई सोमना धरत
 गोदाबाई महादेव धरत
 बाबा राम केशव पाटिल
 सरस्वती जगदीश महादेव
 गोदाबाई केशव पाटिल
 मनोहर केशव पाटिल
 महादेवबाई गणेश लक्ष्मी
 तुकलबाई जगदीश पा.
 विष्णु नारायण पाटिल
 तुकलबाई काशिनाराय महादेव
 विष्णुबाई देवकी पाटिल
 १२६३ ३३०५

832, 490

अधिकार से: गणविकास

~~अतिशय ठाणे~~

કુશાલે જાતિ લગાવે

T. 5 2000/-

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विद्या आणि पुष्पापन चिन्हे

गाव नमुना द्वारा (पिकाची नोंद घरी)															
वर्ग	देगान	पिकाखालील क्षेत्राचा तपशील										सांगण्यासारखी उपलब्ध नमनेल. जमीन		१० बोर राखणवे नं.	११ नोंद
		भिन्न पिकाखालील क्षेत्र					निर्भळ पिकाखालील क्षेत्र					१२ बस	१३ बस		
		१. किरावा क्षेत्र	२. रत निंब	३. रत निंब	४. पटक पिके व प्रायेण खालील क्षेत्र		५. निंबे रत	६. रत निंब	७. रत निंब						
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	
			४.आर.	४.आर.		४.आर.	४.आर.		४.आर.	४.आर.		४.आर.			
०९ ०१० ०-८२-५ ०९/०१०															

અભાત ધાતુકૃપ પરી ચક્રાત રિતિ દર્શે.

तारीख 3/2/2090

संयोजक

तासुका ठठ

भूमापन क्रमांक	भूमापन क्रमांकाचा उपविभाग	भूमापन पद्धती	शेतावरून शेतारो नांव	कुळारो नांव
न. स. ७५	९		३०४ ३३२	
शेतीचे स्थानिक नांव			रामचंद्र बाबूळकर पाटिल महेश्वर बाबूळकर पाटिल कान्हा बाबूळकर पाटिल श्रीमालाबाई गंगेबाबू मेडकर सुबलिंगबाई सोमरा दारत गोदाबाई महादेव दारत बाबादराम गंगेबाबू पाटिल सरस्वती जगदामन महादेव गंगाबाई जेठार पाटिल मनोहर जेठार पाटिल जमनाबाई पांडुरंग लखरे हाडुबाई जगदामन पा. कुल्लुन नारायण पाटिल कुल्लुन काशिनाराय गंगे जिनिता देवजी पाटिल	कुळारो नांव
लागवडी योग्य क्षेत्र	हेक्टर	आर		
एकूण	०-७८-९		३३२ ८१०	
च. (लागवडी योग्य नसलेले)	०-७८-५		३३२ ८१०	
वर्ग (अ)	०-७५-३		३३२ ८१०	
वर्ग (ब)	०-७५-३		३३२ ८१०	
एकूण	०-७८-५		३३२ ८१०	
आकाराची चुकी किंवा विविध आकाराची	३ = ८०		३३२ ८१०	

क्र.सं.	हंगाम	पिकाणालील क्षेत्राचा तपशिल										सागवरीलती वयलस वमलेल. जमीन	सं. वसतिगृहे वरून	सं. वसतिगृहे वरून	नक्षेत्र
		भित्त पिकाणालील क्षेत्र					निर्भर पिकाणालील क्षेत्र								
		निर्भर क्षेत्र	सं. वसतिगृहे	सं. वसतिगृहे	घटक पिके व प्रत्येका पालील क्षेत्र			निर्भर क्षेत्र	सं. वसतिगृहे	सं. वसतिगृहे					
					निर्भर क्षेत्र	सं. वसतिगृहे	सं. वसतिगृहे								
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६
			६.आर.	६.आर.		६.आर.	६.आर.		६.आर.	६.आर.		६.आर.			
असेल व वरुण ०-४८-९															

આત્મસંચારકૃપા ઉપર નિશ્ચય દિતો અણે.

तारीख 3/2/2090


 Director, Government of India
 New Delhi

गांव नमुना सात (अधिकार अधिलेख पत्रक)

गांव कोठबंदर
तालुका ठाणे

जु. स. ()

भूपापन क्रमांक	भूपापन क्रमांकाचा उदयिपत्रक	भूपापना पद्धती	भोगवट्याचे नांव	कुळ्याचे नांव
न. नं. ७०८	९		(३०६) (३३६)	
मोतीचे स्थानिक नांव			रामचंद्र बाबूळकर पाटिल मलेश्वर बाबूळकर पाटिल कान्हा बाबूळकर पाटिल मिमाबाई बनेचाव मोडर सुबलिंगबाई शेठराय चरल गोदाबाई म्हादेव चरल बाबायाराम शेठराव पाटिल रत्नबाई जगनार्दन म्हाते शेठबाबाई डेसाय पाटिल मनोहर डेसाय पाटिल कमलाबाई पंडुरंग लखरे हनुमंती जगनाराम पा. सुतन जगनाराम पा. कुसुम काशिनाथ लखरे निर्मला देवकी पाटिल	कुळ्याचे नांव
लागवडी योग्य क्षेत्र	हेक्टर	भा		
	०-२०-६			
एकूण	०-२०-६			
१. ८. (लागवडी योग्य नसलेले)	०-००-८			
वर्ग (अ)				
वर्ग (ब)				
एकूण	०-००-८			
आकारपती				
जमीन किंवा विशेष आकारपती	०-५२			

(३३२) (८१०)

मो. गणेशबाबा
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हजारचे कजित लागार
र. ६ २०००/-
(८२०)

७१५

सिपा आणि भूपापन दिने

गांव नमुना दारा (पिकाची नोंद बरी)

पिकासाठी क्षेत्राचा तपशील														सागवडीतरी वपलव नसलेली जमीन		वर्ग
पिठ पिकासाठी क्षेत्र						निर्धेत पिकासाठी क्षेत्र										
पिकाचा क्षेत्र	वर्ग	वर्ग	वर्ग	पट्टा पिके व प्रत्येका			वर्ग	वर्ग	वर्ग	वर्ग	वर्ग	वर्ग	वर्ग			
				वर्ग	वर्ग	वर्ग										
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असत बाबूळ करी वरकल दिली आहे.

तारीख ३/२/२०१०

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गाव कोरवेंकर

तासुका ठाणे

गांव नमुना द्वारा (पिकाजी मोंद वरी) विरायत माली, मंदकमाल

ਅਸਲਤ ਬਾਹੁਕਾਸ ਖਰੀ ਨਧਕਾਨ ਦਿਲੀ ਆਏ.

तारीख 3/2/2090

१२/१२/२०१३
 एडवोकेट प्रो. ए. ए. ए.
 एडवोकेट प्रो. ए. ए. ए.

प्रायः एतेष्वेव
तासुका ठाणे

तासुका ठठवे

832 C90

सिपा आणि पुढावर धिरे

गाव नमुना बारा (पिकांची नोंद-बरी)														
व.नं.	हंगाम	पिकांसाठीील क्षेत्राचा तपशील								सागण्यासाठी उपलब्ध नसलेली जमीन		जमीन वापरणे येव	न.पे	
		भिन्न पिकांसाठीील क्षेत्र				निर्भक्ष पिकांसाठीील क्षेत्र								
		क्रियाकेंद्र क्षेत्र	रत सिंचित	रत सिंचित	रत सिंचित	पटक पिके व प्रायेकांसाठीील क्षेत्र	रत सिंचित	रत सिंचित	रत सिंचित	रत सिंचित	रत सिंचित			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
			हे.आर.	हे.आ.		हे.आर.	हे.आर.		हे.आर.	हे.आर.		हे.आर.		
02 090 पाडित 0-42-9 S														

अतःत बाह्यकृप छरी नसकल दिलो अरो.

આત્મનું વરદાન પાતી નદીમાં દિવાં બસે.

दिनांक ३/२/२०१०

१९१५
१९१५
१९१५

मिरा भाईंदर महानगरपालिका

मुख्य कार्यालय, भाईंदर (प.),
छत्रपती शिवाजी महाराज मार्ग, ता. जि. ठाणे - ४०१ १०१.



जा. क्र. मि.भा./मनपा/नर/-----/२०१३-१४

दिनांक :- ०६/११/२०१३

प्रति,

जमीन/जागामालक - श्री. रामचंद्र बालकृष्ण पाटील व इतर
अधिकार पत्रधारक - श्री. जयेश टी. शहा (मे. रवि डेव्हलपमेंट)
द्वारा - वास्तुविशारद - मे. तेजस कन्सलटंट

विषय :- मिरा भाईंदर महानगरपालिका क्षेत्रातील मौजे - घोडबंदर
स.क्र./हि.क्र. ७२/२, ७३/१,२,३,४, ७४/१,२, ७५/१, ७९/१,३,४
या जागेत नियोजित बांधकामास बांधकाम प्रारंभपत्र
मिळणेबाबत.

- संदर्भ :- १) आपला दि.१५/०६/२०१३ व १५/०७/२०१३ रोजीचा अर्ज.
२) मे. सक्षम प्राधिकारी नागरी संकुलन ठाणे यांचेकडील आदेश क्र.
यु.एल.सी./टिए/भाईंदर/एसआर-५६१, दि.२०/१२/१९८२ अन्वयेची
मंजूरी व यु.एल.सी./टिए/डब्ल्यू.एस.एच.एस.-२०/एसआर-७५७,
दि.१५/११/९४, Corrigendum दि.०८/११/०३ व
यु.एल.सी./टिए/एटीपी/कलम-२०/एसआर-७५७, दि.०२/११/०२,
यु.एल.सी./टिए/एटीपी/नाहरकत दाखला/घोडबंदर, दि.०२/११/०२
अन्वये नाहरकत दाखला.
३) मा. जिल्हाधिकारी ठाणे यांचेकडील अकृषिक परवानगी
आदेश क्र. महसूल/क-१/टे-८/एनएपी/एसआर-१/९५,
दि.१५/०४/९५
४) अग्निशमन विभागाकडील पत्र क्र. मनपा/अग्नि/१०९२/१२-१३,
दि.०५/०१/२०१३ अन्वये तात्पुरता नाहरकत दाखला.
५) या कार्यालयाचे पत्र क्र. मिभा/मनपा/नर/१६३१/२०१२-१३,
दि.२९/०६/२०१२ अन्वये सुधारीत बांधकाम परवानगी.

-: सुधारीत बांधकाम प्रारंभपत्र :-

(क्लस्टर १ मधील इमारत प्रकार सी-२, सी-३, सी-४, सी-६ च क्लस्टर ३ मधील १ व २ च्या मर्यादित)

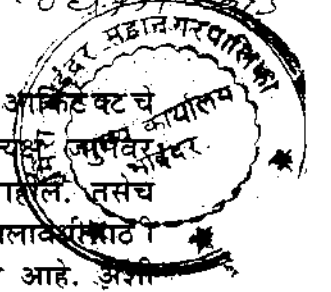
महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या कलम ४४, ४५ अन्वये व
मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ चे कलम २५३ ते २६९ विकास कार्य
करण्यासाठी / बांधकाम प्रारंभपत्र मिळण्यासाठी आपण विनंती केले नुसार मिरा
भाईंदर महानगरपालिका क्षेत्रातील मौजे - घोडबंदर स.स.नं./सर्वे क्र./हिस्सा क्र. नवीन
७२/२, ७३/१,२,३,४, ७४/१,२, ७५/१, ७९/१,३,४ या जागेतील रेखांकन, इमारतीचे
बांधकाम नकाशांस खालील अटी व शर्तीचे अनुपालन आपणाकडून होण्याच्या
अधीन राहून ही मंजूरी देण्यात येत आहे.

- १) सदर भुखंडाचा वापर फक्त बांधकाम नकाशात दर्शविलेल्या रहिवास + वाणिज्य
वापरासाठीच करण्याचा आहे.
- २) सदरच्या बांधकाम परवानगीने आपणास आपल्या हक्कात नसलेल्या जागेवर
कोणतेही बांधकाम करता येणार नाही.



- निकाशाप्रमाणे जागेवर प्रत्यक्ष मोजणी करून घेणेची आहे व त्यांची तालुका कार्यालयाच्या अभिलेखात दोन प्रतीमध्ये पाठविणेची आहे व त्यास मंजूरी घेणे आवश्यक आहे.
- ४) सदर भूखंडाची उपविभागणी महानगरपालिकेच्या पूर्वपरवानगीशिवाय करता येणार नाही. तसेच मंजूर रेखांकनातील इमारती विकसीत करण्यासाठी इतर/दुस-या विकासकास अधिकार दिल्यास / विकासासाठी 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 व वास्तुविशारद जबाबदार राहिल.
 - ५) या जागेच्या आजुबाजुला जे पुर्वीचे नकाशे मंजूर झाले आहेत त्याचे रस्ते हे सदर नकाशातील रस्त्याशी प्रत्यक्ष मोजणीचे व सिमांकनाचे वेळी 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 कोणतीही हरकत असणार नाही.
 - ६) नागरी जमीन धारणा कायदा १९७६ चे तरतुदींना व महाराष्ट्र जमीन महसुल अधिनियम च्या तरतुदीस कोणत्याही प्रकारची बाधा येता कामा नये व या दोन्ही कायद्यान्वये पारीत झालेल्या व यापुढे वेळोवेळी होणा-या सर्व आदेशाची अंमलबजावणी करण्याची जबाबदारी विकासक व वास्तुविशारद इतर धारक यांची राहिल.
 - ७) 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 रंदीकरणासाठी करण्यात येईल. याबाबत अर्जदार व विकासक व इतर धारकांचा कोणताही कायदेशीर हक्क असणार नाही.
 - ८) 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.
 - ९) मंजूर रेखांकनातील रस्ते, ड्रेनेज, गटारे व खुली जागा (आर.जी.) अर्जदाराने / विकासकाने महानगरपालिकेच्या नियमाप्रमाणे पूर्ण करून सुविधा सार्वजनिक वापरासाठी कायम स्वस्थी खुली ठेवणे बंधनकारक राहिल.
 - १०) मंजूर रेखांकनातील इमारतीचे नियमावलीनुसार जोत्याचे प्रमाणपत्र प्राप्त केल्याशिवाय उर्वरीत बांधकाम करण्यात येऊ नये.
 - ११) इमारतीस उदवाहन, अग्निशामक तरतुद, पाण्याची जमिनीवरील व इमारतीवरील अशा दोन टाक्या, दोन इलेक्ट्रीक पंपसेट सह तरतुद केलेली असली पाहिजे.
 - १२) महानगरपालिका आपणांस बांधकामासाठी व पिण्यासाठी व इतर कारणासाठी पाणी पुरवठा करण्याची हमी घेत नाही. याबाबतची सर्व जबाबदारी विकासक/धारक यांची राहिल. तसेच सांडपाण्याची सोय व मैलविसर्जनाची व्यवस्था करण्याची जबाबदारी विकासकाची/ धारकाची राहिल.

जा.क. मजपा नं. २५५४/२०१३-१४ दि. ०६/११/२०१३



- १३) अर्जदाराने स.नं., हि.नं., मौजे, महानगरपालिका मंजूरी, बिल्डरचे नांव, आर्किटेक्टचे नांव, अकृषिक मंजूरी व इतर मंजूरींचा तपशील दर्शविणारा फलक प्रत्यक्ष जागेवर लावण्यात आल्यानंतरच इतर विकास कामास सुरुवात करणे बंधनकारक राहिले. तसेच सर्व मंजूरीचे मुळ कागदपत्र तपासणीसाठी/निरीक्षणासाठी जागेवर सर्व कालावधीसाठी उपलब्ध करून ठेवणे ही वास्तुविशारद व विकासक यांची संयुक्त जबाबदारी आहे. अशी कागदपत्रे जागेवर प्राप्त न झाल्यास तातडीने काम बंद करण्यात येईल.
- १४) 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 संबंधीत सक्षम अधिका-यांची मंजूरी घेणे. तसेच इमारतीचे आयुष्यमान, वापर, बांधकाम चालू साहित्याचा दर्जा व गुणवत्ता व अग्नि क्षमण व्यवस्था याबाबत नॅशनल बिल्डींग कोड प्रमाणे तरतुदी करून कार्यान्वीत 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.
- १५) रेखांकनातील जागेत विद्यमान झाडे असल्यास तोडण्यासाठी महानगरपालिकेची व इतर विभागांची पूर्व मंजूरी प्राप्त करणे बंधनकारक आहे. तसेच खुल्या जागेत वृक्षारोपण करण्यात यावे.
- १६) मंजूर बांधकाम नकाशे व जागेवरील बांधकाम यामध्ये तफावत असल्यास नियमावलीनुसार त्वरीत सुधारीत बांधकाम नकाशांना मंजूरी घेणे बंधनकारक आहे अन्यथा हे बांधकाम मंजूर विकास नियंत्रण नियमावलीनुसार अनधिकृत ठरते त्यानुसार उक्त अनधिकृत बांधकाम तोडण्याची कार्यवाही करण्यात येईल.
- १७) बांधकाम साहित्य रस्त्यावर व सार्वजनिक ठिकाणी ठेवता येणार नाही. याबाबतचे उल्लेखन झाल्यास महानगरपालिकेकडून आपणाविष्यद दंडात्मक कार्यवाही करण्यात येईल.
- १८) इमारतीचे बांधकामाबाबत व पूर्णत्वाबाबत नियमावलीतील बाब क्रं.४३ ते ४६ ची काटेकोरपणे अंमलबजावणी करण्याची संपूर्ण जबाबदारी विकासक, वास्तुविशारद, स्ट्रक्चरल अभियंता, बांधकाम पर्यवेक्षक व धारक यांची राहिल.
- १९) 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 संबंधितांविष्यद विहीत 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 दिशाभूल केल्याचे निदर्शनास आल्यास या अधिनियमाचे कलम २५८ अन्वये कार्यवाही करण्यात येईल.



प्रस्तावीत इमारतीमध्ये तळमजल्यावर स्टिल्ट (Stilt) प्रस्तावीत केले असल्यास स्टिल्टची उंची मंजूर बांधकाम नकाशाप्रमाणे ठेवण्यात यावी व या जागेचा वापर वाहनतळासाठीच करण्यात यावा.

२१) मंजूर विकास योजनेत विकास योजना रस्त्याने / रस्ता रंदीकरणाने बाधीत होणारे क्षेत्र ८०८२.०० चौ.मी. महानगरपालिकेकडे हस्तांतर केले असल्याने व हया हस्तांतर केलेल्या जागेच्या मोबदल्यात आपणांस अतिरिक्त चटई क्षेत्रांचा लाभ/ मंजुरी देण्यात आली असल्याने सदरचे क्षेत्र कायमस्वरूपी खुले, मोकळे, अतिक्रमणविरहीत ठेवण्याची जबाबदारी विकासकाची राहिल. तसेच या जागेचा मालकी हक्क इतरांकडे कोणत्याही परिस्थितीत व केव्हाही वर्ग करता येणार नाही. तसेच या क्षेत्राचा इतरांकडून मोबदला आपणांस इतर संबंधितास व धारकास स्विकारता येणार नाही.

२२) मंजूर बांधकाम नकाशातील १५.० मी. पेक्षा जास्त उंचीचे इमारतीचे अग्निशमन व्यवस्थेबाबत सक्षम अधिका-याचे 'ना हरकत प्रमाणपत्र' सादर करणे बंधनकारक आहे.

२३) मंजूर रेखांकनाच्या जागेत विद्यमान इमारत तोडण्याचे प्रस्तावीत केले असल्यास विद्यमान बांधकामक्षेत्र महानगरपालिकेकडून प्रमाणीत करून घेतल्यानंतर विद्यमान इमारत तोडून नवीन बांधकामास प्रारंभ करणे बंधनकारक आहे.

२४) प्रस्तावातील इमारतीचे बांधकाम पूर्ण झाल्यानंतर नियमाप्रमाणे घेतलेल्या इमारतीस प्रथम वापर परवाना प्राप्त करून घेणे व तदनुसार 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.

२५) पुनर्विकसीत / नव्याने पुर्ण होणा-या इमारतीमध्ये विद्यमान रहिवाशांना सामावून घेण्याची कायदेशीर जबाबदारी वास्तुविशारद, विकासक व धारक यांची राहिल. याबाबतची सर्व कायदेशीर पुर्तता (विकासकाने रहिवाशांसोबत करावयाचा करारनामा व इतर बाबी) विकासकाने / धारकाने करणे बंधनकारक राहिल.

२६) या मंजुरीची मुदत दि.०६/११/१३ पासून दि.०५/११/१४ पर्यंत राहिल. तदनंतर महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे तरतुदीनुसार विहित कालावधीसाठी नुतनीकरण करण्यात येईल अन्यथा सदरची मंजुरी कायदेशीररीत्या आपोआप रद्द होईल.

२७) सदरच्या आदेशातील नमूद अटी व शर्तीचे पालन करण्याची जबाबदारी अर्जदार, वास्तुविशारद, विकासक, अधिकार पत्रधारक, बांधकामपर्यवेक्षक स्ट्रक्चरल अभियंता व धारक यांची राहिल.

२८) सदर जागेच्या मालकीबाबत व न्यायालयात दावा प्रलंबीत नसल्याबाबत आपण प्रतिज्ञापत्र दि.११/०३/२०११ रोजी दिलेले आहे. याबाबत काहीही विसंगती आढळून आल्यास दिलेली परवानगी रद्द करण्यात येईल.

२९) यापूर्वी पत्र क्र. दि. अन्वये

/यासोबतच्या मंजूर रेखांकनात प्रस्तावित केलेल्या इमारतीचे बांधकाम खालीलप्रमाणे मर्यादित ठेवून त्यानुसार कार्यान्वीत करणे बंधनकारक राहिल.

अ.क्र.	इमारतीचे नांव/प्रकार	संख्या	तळ + मजले	प्रस्तावित बांधकाम क्षेत्र चौ.मी.
१	क्लस्टर १			
	सी-२	१	पार्ट स्टिल्ट + २ पोटियम + ११	२५४०.१३
	सी-३	१	पार्ट स्टिल्ट + २ पोटियम + ११	३३४९.८१
	सी-४	१	स्टिल्ट + २ पोटियम + ११	३४०७.६४
	सी-६	१	स्टिल्ट + २ पोटियम + ११	२४५६.४६
२	क्लस्टर ३			
	१	१	पार्ट स्टिल्ट + २ पोटियम + १	३८२.८५
	२	१	पार्ट स्टिल्ट + २ पोटियम + १	७१२.९८
एकूण				१२८४९.८७ चौ.मी.

- ३०) यापूर्वीचे पत्र क्र. मनपा/नर/६२/२०११-१२, दि.०७/०४/२०११ अन्वये देण्यात आलेली मंजूरी (इमारत प्रकार सी-२, सी-३, सी-४, सी-६ च्या मर्यादित) रद्द करण्यात येत आहे.
- ३१) जागेवरून वॉटर हार्वेस्टिंगची व्यवस्था करणे तसेच अग्निशमन व्यवस्था करणे व अग्निशमन विभागाकडील नाहरकत दाखला सादर करणे आपणावर बंधनकारक राहिल.
- ३२) प्रस्तावित इमारतीसाठी भोगवटा दाखल्यापूर्वी प्रती सदनिका १०० लिटर या क्षमतेची सौर उर्जा वरिल पाणी गरम करण्याची व्यवस्था (सोलार वॉटर हिटिंग सिस्टीम) बसवून कार्यान्वीत करणे व त्याबाबत सार्वजनिक बांधकाम विभागाकडील नाहरकत दाखला सादर करणे आपणावर बंधनकारक राहिल.
- ३३) भोगवटा दाखल्यापूर्वी वृक्ष प्राधिकरणाकडील नाहरकत दाखला सादर करणे बंधनकारक राहिल.
- ३४) मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ चे कलम २६३ अन्वये भोगवटा दाखला घेणे आपणावर बंधनकारक राहिल.
- ३५) इमारत पूर्ण झाल्यानंतर बांधकाम परवानगी मधील नमुद अटी व शर्तीचे पालन केल्याशिवाय बांधकाम पूर्णत्वाचे प्रमाणपत्र व भोगवटा दाखला देण्यात येणार नाही. अटीची पूर्तता न केल्यास महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ व मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ अन्वये विकासकावर गुन्हा नोंद करून पुढील कार्यवाही करण्यात येईल.

मनपा/नर/२८५५/२०१३/१४

दि. ०६/११/२०१३

आयुक्त
मिरा भाईंदर महानगरपालिका

प्रत - माहितीस्तव व पुढील कार्यवाहीस्तव

- १) मा. अप्पर जिल्हाधिकारी व सक्षम प्राधिकारी, ठाणे
नागरी संकुलन, ठाणे, जिल्हाधिकारी कार्यालय, ठाणे
- २) प्रभाग अधिकारी
प्रभाग कार्यालय क्र.
- ३) कर निर्धारक व संकलक अधिकारी
कर विभाग





दूरध्वनी: २८९९२८२८ / २८९९३०२८ / २८९८९९८३ / २८९८९३५३ / २८९८५९८५
फॅक्स: २८९९७६३६

मिरा - भाईंदर महानगरपालिका

मुख्य कार्यालय भाईंदर

MIRA BHAINDAR MUNICIPAL CORPORATION

स्व. इंदिरा गांधी भवन, छत्रपती शिवाजी महाराज मार्ग, भाईंदर (प), ता. जि. ठाणे-४०११०१.

जा. नं. मनपा/नर/३३६९/२०१३-१४

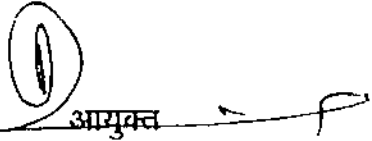
दिनांक : ११/११/२०१३

- वाचले:- १. मे. तेजस कन्सलटंट यांचा दि. १८/११/२०१३ रोजीचा अर्ज.
२. मिरा भाईंदर महानगरपालिका जा. क्र. मिभा/मनपा/नर/२८५५/२०१३-१४, दि. ०६/११/२०१३ अन्वये सुधारीत बांधकाम परवानगी.
३. मे. तेजस कन्सलटंट यांचा दि. १६/११/२०१३ अन्वये इमारत जोत्याचे बांधकाम मंजूर नकाशाप्रमाणे पुर्ण झाल्याबाबतचे प्रमाणपत्र.
४. मे. जय श्री कृष्ण व मे. एलोरा स्ट्रक्चरल कन्सलटंट यांचा दि. १२/०७/२०१३ अन्वये जोत्याचे बांधकाम तांत्रिकदृष्ट्या योग्यतेबाबतचे प्रमाणपत्र.

// जोत्याचा दाखला //

मिरा भाईंदर महानगरपालिका क्षेत्रांतील मौजे घोडबंदर, स.क्र. ७२/२, ७३/१, २, ३, ४, ७४/१, २, ७५/१, ७९/१, ३, ४ या जागेतील मंजूर रेखांकन नकाशामधील क्लस्टर - १, इमारत प्रकार "सी-३"; इमारत प्रकार "सी-४"; इमारत प्रकार "सी-६" या इमारतीच्या जोत्यापर्यंतचे बांधकाम जा. क्र. मिभा/मनपा/नर/२८५५/२०१३-१४, दि. ०६/११/२०१३ अन्वये मंजूर करण्यात आलेल्या बांधकाम नकाशाप्रमाणे पुर्ण झाले आहे म्हणुन जोत्याचा दाखला देणेत येत आहे. जोत्याच्या बांधकामा वरील उर्वरीत बांधकाम मंजूर नकाशाप्रमाणे करणे व संदर्भ क्र. २ च्या बांधकाम परवानगी पत्रातील अटी/शर्तीचे पालन करणे आपणावर बंधनकारक राहील.




आयुक्त
मिरा भाईंदर महानगरपालिका

क्र. महेवृत्त/५६७१/टे-८/सनरपो/सतबार- १/२५

जिल्हाधिकारी कार्यालय ठाणे

दिनांक १५/१२/२५

वाचते:-

- १) श्री. रामचंद्र बाळकृष्ण पाटील व इतर - १५ यांचे वतीने मुख्याधिकारी श्री. ज्योती टी. शहा यांना अर्ज दिनांक ४/१२/२५.
- २) उपविभागीय अधिकारी, ठाणे विभाग ठाणे यांचे आदेश क्र. टी.डी./६/टोसना/सतबार- ६/२४ दिनांक २/१२/२५.
- ३) उपजिल्हाधिकारी व सक्षम प्राधिकारी ठाणे नागरी संवत्सन ठाणे यांचे क्लम ८ [४] खालील आदेश क्र. सुरवाती/टि/मईंदर/सतबार-५६१/ दिनांक २०/१२/१९८२.
- ४) उपर जिल्हाधिकारी व सक्षम प्राधिकारी ठाणे नागरी संवत्सन ठाणे क्र. सुरवाती/टि/डब्ल्यूएसएस/२०/सतबार- ७५७/दि. १५/११/२४.
- ५) तहसिलदार ठाणे यांना यांच्या अधिकाऱ्या जेव्हा क्र. जमिनबाब/ २/वशि/सतबार- १४/दि. २७/१/१९९५.
- ६) मुख्याधिकारी मिरा भाईंदर नगरपालिका यांचे पत्र क्र. नपा/नर/२८००/ ७८५५/२४-२५ दिनांक २/१२/२५.
- ७) अर्जदार यांनी सादर केलेले बिनाई अंगोकार हमीपत्र दि. २/३/२५.

आदेश ३

याअर्जा, श्री. रामचंद्र बाळकृष्ण पाटील व इतर - १५ यांचे वतीने मुख्याधिकारी श्री. ज्योती टी. शहा यांना यांच्या ठाणे जिल्हाधिकारी ठाणे ताबुल्यातील मोजे- पोडबंदर या ठिकाणी सुमारे ३००० वर्ग मी. ७५/१, ७२/२, ७३/१, २, ३, ४, ७४/१, २, ७९/१, २, ४ मध्ये आपल्या मातकीच्या जमिनीतील ६३४२०.०० वर्ग मी. संपत्ती जागेवा रीतिधात या बिनाईतकी प्रयोजनास वापर करण्याची परवानगी मिळण्याबाबत अर्ज केलेला आहे.

याअर्जा, आता महाराष्ट्र जमिन महसुल अधिनियम १९६६ चे क्लम ४४ मध्ये जिल्हाधिकारी, ठाणे यांच्याकडे मिळालेले करण्यात आलेले अधिकारी वापर करून जिल्हाधिकारी यांच्याद्वारे श्री. रामचंद्र बाळकृष्ण पाटील २) यजेवर बाळकृष्ण पाटील ३) काना बाळकृष्ण पाटील ४) भिमाबाई गोपाळ मोईर ५) वसुधाबाई सोमा घेत ६) गोरोबाई महेदेव घेत ७) बाळाराम गोपाळ पाटील ८) सरस्वतीबाई अनंदन खात्रे ९) गंगाबाई देवम पाटील १०) कमलाबाई पांडुरंग तडिल ११) बाळाई जयराम पाटील १२) सुमन नारायण पाटील १३) सुमन जयराम खात्रे १४) निर्मला देवजी पाटील १५) मनोहर देवम पाटील यांना यांच्या ताबुल्या ठाणे मध्ये मोजे- पोडबंदर यांना ताबुल्या



વેચીત મુમાપન, માંકે ૭૫/૧, ૭૨/૨, ૭૩/૧, ૨, ૩, ૪ . ૭૫/૧, ૨, ૭૨/૧, ૨, ૪.
મુમીલ ૬૭૫૦-૦૦ વી.મી. પેકી. પ્રસ્તાવિત રૂપિયાલાલી ૮૦૮૨-૦૦
વી.મી. દેખા વગરજર્વિરત ૫૫૭૦૮-૦૦ વી.મી. સ્પષ્ટતા જમીનીયા
દેખાવી રહેવાનું વા બગરજેતવા પ્રયોજનાઈ વાપર કરવાબાબત મુદતો
શર્તીયર અનુજા [પરીચ્છત] દેત આદેત.

ત્યા શર્તો અજા :-

૧] હો પરવાનગી અધીનિયમ ત્યાલાલી કેલે નિયમ જાના અધીન લેવું
દેખાત આતેતો આદે.

૨] અનુજાગ્રાહો વ્યક્તીને [ગ્રન્ટીને] અજા જમીનીયા વાપર વત્તાવરો
હમારતોચ્યા આણિ રિંવા અન્ય કાંધામાવા ઉપયોગ, કહ ઉત્ત જમીનીયા
આપયોજનાઈ ઉપયોગ કરવાત પરવાનગી દેખાત આતો અતેલ ત્યા
પ્રયોજનાઈ કેવલ એલા વાદિજે. આણિ ત્યાને અજો બંધિ જમીન રિંવા
કિવા બોળતાહો માન રિંવા અજો હમારત જાંપા હતર બોળતાહો
પ્રયોજનાઈ જિલ્લાધિકારો, ડામે વાંજાકહન ત્યા અર્થવી આગાજ લેલો
પરવાનગી મિલ્કીવત્તામિત્રાવ વાપર કરતા અમા નયે. હમારતોચ્યા
વાપરાવરત જમીનીયા વાપર હરિયણાત યેઈલ.

૩] અજો પરવાનગી દેખા-યા પ્રાધિકા-યાકહન અજા મુખડાવી રિંવા
ત્યા રે બે બોળતાહો ઉપમુખડ કરવાબાબત મંજૂરો મિલ્કાલી અતેલ ત્યા
અમુખડાવો આણહો પોટીવિભાગણી કરતા અમા નયે.

૪] અનુજાગ્રાહો વ્યક્તીને [અ] જિલ્લાધિકારો વ સંબંધિત નગરપાલિકા
પ્રાધિકરણ યાદે સમાધાન હોઈલ અજા રિતીને અજા જમીનીત રત્તે, મટારે
વેશરે કાંધૂન આણિ [બ] મુમાપન યેઅગાકહન અજા મુખડાવી મોજી
વ ત્યાવે સિમાંકન કર્મ તો જમીન યા આદેશાચ્યા તારલેમાસુન રજ
વર્ષાચ્યા અંતે મંજૂ આરાહ્યાપ્રમાણે કાટેકોરપણે વિચીસિત લેતો વાદિજે.
આણિ અજા રિતીને તો જમીન વિવસીત લેતો આર્પયત ત્યાને ત્યા
જમીનીયા બોળતાહો રિતીને વિલેવાટ લાવતલ અમા નયે.

૫] અનુજાગ્રાહો વ્યક્તીને અજા મુખડ વિકાચ્યા અતેલ રિંવા ત્યાવો હતર
પ્રકારે વિલેવાટ લાવાયવો અતેલ તર અજા અનુજાગ્રાહો વ્યક્તીને તો મુખડ
વા આદેશાચ્યર આણિ સનદોમયે નમુદ લેલેત્યાપ્રમાણે શર્તીયે અનુજાગ્રાહો
પાલન કર્મય વિલે રિંવા અજા શર્તીજુસારવ ત્યાવો અન્ય પ્રકારે વિલેવાટ
લાવળે આણિ ત્યાને નિરુપાલોત લેલેત્યા વિલેલત તતા હાસ ઉત્તેલ કરળે
દે ત્યાવે કર્તવ્ય અતેલ .

૬] વાતોલ જોડેલેત્યા સ્થલ આરાહ્યાત આણિ રિંવા હમારતોચ્યા
નકાશાતનિર્દાઈટ લેલેપ્રમાણે હતરવા જોતે દેખાવર કાંધામા કરવાવિષયી
હો પરવાનગી દેખાત આતો આદે.



તરખેડાતોલ નકાશાત સર્વિત્ત્વાપ્રમાણે ઉર્મિરિત હેતુ વિના લાંબકામ મોકલે તો કલે પાડિહે.

૬૫] પ્રસ્તાવિત લાંબકામ હે નકાશાત સર્વિત્ત્વાપ્રમાણે મજત્તાપેક્ષા જાસ્ત મજત્તાપે અસુ નેય.

૭] પ્રસ્તાવિત રૂમારત વિંધા બોળેહો કામ [અત્તવાત] યાચ્યા લાંબકામાત સુસ્વાત કરણ્યાપૂર્વે અનુજાગ્રાહી વ્યક્તિને [ઝિન્દીને] નગરપાલી યાંપો અલે લાંબકામ કરણ્યાવિષયોવો આવશ્યક તી પરવાનગી મિલકીવો હે અજા વ્યક્તીવર લંઘનકારક અસેલ.

૮] અનુજાગ્રાહી વ્યક્તીને તોલત જોડલેલ્યા નકાશાત સર્વિત્ત્વાપ્રમાણે સિમાંતિક મોકલે અંતર [ઓપન કાર્ગિનલ ડિસ્પોસેલ] તોડલે પાડિહે.

૯] યા આદેશાચ્યા તારકેમાસુન રિસ રક મજાચ્યા કાલાવધીત અનુજાગ્રાહી વ્યક્તીને અજા જમિનોચ્યા વિગરચેતકો પ્રયોક્તાવાહી વાપર કરણ્યાત સુસ્વાત મિલો પાડિહે. માત્ર વેહોવેહો અતા કાલાવધી વાદવિવણ્યાત આતા અસેલ તર તો મોષ્ટ અલાદીલવા. અનુજાગ્રાહી વ્યક્તીને ઉપરોક્તાપ્રમાણે ન લેલ્યાત હી પરવાનગી રદ કરણ્યાત આતી અત્તવાપે સમજ્યતાંત વેદીલ.

૧૦] અનુજાગ્રાહી વ્યક્તીને અજા જમિનોચે વિગરચેતકો પ્રયોક્તાધ વાપર કરણ્યાત ૮ દિનાંકાત સુસ્વાત લેલો અસેલ આળિ કંધા જ્યા દિનાંકાત ત્યાને અજા જમિનોચ્યા વાપરાત લલતેલા અસેલ તર તો દિનાંક ત્યાને રક મોહન્યાચ્યા આત તલાઠ્યા માર્ગત ઠાળે તદ્દતિતદારાત લ્હોવલે પાડિહે. જર તો અલે કરણ્યાત પુલે તર મ્હારાજદ જમિન મ્હસુલ અધીનિયમ [જમિનોચ્યા વાપરાત લલતેલ અક્રીષ્ક આકારણો] નિયમ ૧૯૬૯ મધ્યેલ નિયમ ૬ અન્વયે ત્યાપ્તવર કાર્યવાહી કરણ્યાત અજા અનુજાગ્રાહી પાત્ર હેલ.

૧૧] અજા જમિનોચા જ્યા પ્રયોક્તાધ વાપર કરણ્યાત અનુજાગ્રાહીત પરવાનગી લેણ્યાત આતી અસેલ ત્યા પ્રયોક્તાધ વાપર કરણ્યાત પ્રારંભ કરણ્યાચ્યા વિનાંમાપાતુન તર અનુજાગ્રાહી વ્યક્તીને અજા જમિનોચ્યા લંબકામ કર વો.મો. મોગે. ૦.૧૮.૦ યા દરાને વિગરચેતકો આકારણો દિલી પાડિહે. અજા જમિનોચ્યા વાપરાત કોળ્યાહી પ્રકારવા લલતે કરણ્યાત આતા અસેલ તર ત્યાપ્રસંગી નિરાઝ્યા દરાને વિગરચેતકી આકારણીચ્યા દમોવો મુદત અજુન સમાપ્ત વ્હાવ્યાવી આહે હી મોષ્ટ વિચારાત ધેવ્યાંત યેનાર નાહી.

૧૨] દિનાંક ૩૧/૭/૧૯૬૧ રોજી ગીસ્તાત્યાંત અતલેલ્યા દરાને અક્રીષ્ક આકારણો સદરદૂ આદેશામધ્યે કરણ્યાત આલેલી અસેલી તરી મ્હારાજદ જમિન મ્હસુલ અધીનિયમ ૧૯૬૬ મધ્યેલ તરતરીનુસાર આળિ ત્યા અનુજાગ્રાને વેહોવેહો ત્યાર કરણ્યાત આલેલ્યા પ્રવણિત નિયમાનુસાર દિનાંક ૧/૮/૧૯૬૧ પાસુન અક્રીષ્ક આકારણોવે જે સુધારોત પ્રમાણદર અમલતિ યેતીલ ત્યા દરાનુસાર આકારણોવો રત્તમ મજા પરવાનગીધારક વાપર લંઘનકારક નાહીલ. તલે દિનાંક ૧/૮/૧૯૬૧ પાસુન નિર્મિત લેલ્યા આદેશાન્વયે ત્યા હુન્વા દરાને અક્રીષ્ક આકારણોવે કર તમુદલે અત્તવાત હુને દર ૫



नविन अस्तित्वात देणारे दर वासणील परकाची रक्कम भरणे परवानगी धारकास
छंमकारक राहिल. त्याप्रमाणे स्मांतरीत करावे परकाची रक्कम भरणे हे
देखील अनुज्ञाग्राही यांचेवर छंमकारक राहिल.

१३) जमिनीच्या बिगरशेतकी वापरात सुरवात केल्यापासून एक महिन्याच्या
जांत अनुज्ञाग्राहीने जमिनीच्या मोजणीची किं दिली पाहिजे.

१४) भूमापन विभागाकडून अशा जमिनीची मोजणी करण्यात आल्यानंतर
अशा जमिनीच्या जिल्हे देखभाल आढकून घेईल तिच्या देखभालनुसार या
आदेशात जाण सनदीमध्ये नमूद केलेले क्षेत्र क्षेत्र बिगरशेतकी आकारणी यांत बदल
करण्यात येईल.

१५) सदर जमिनीच्या बिगरशेतकी वापरात प्रारंभ केल्याच्या दिनांकापासून
जेन वर्षाच्या काळाच्यात अनुज्ञाग्राहीने अशा जमिनीवर आवश्यक ती इमारत
बांधणी पाहिजे. अन्यथा सदर आदेश रद्द समजला येईल व अनुज्ञाग्राही यांना
अर्जावर परवानगी नाही नव्याने अर्ज सादर करावा लागेल.

१६) पूर्वाव मंजूर केलेल्या नकाशावर नकाशावर हलक अगोदरच बांधिलेल्या
इमारतीत अनुज्ञाग्राहीने कोणतीही नर घालता कामा नये. किंवा ती मध्ये
कोणातही फेरबदल करता कामा नये. मात्र अशा नर घालण्यात हो किंवा
फेरबदल करण्यात हो जिल्हाधिकारी यांची परवानगी घेईल आणि अशा
नरी किंवा फेरबदलाचे नकाशा मंजूर करून देईल असेल तर ती गोष्ट वेगळी.

१७) अनुज्ञाग्राही व्यक्तीने आजूबाजूच्या परिसरात अस्वच्छता व घाण
निर्मिती होणार नाही असे रितीने अशा आपल्या स्वतःच्या कामाने आपली
पाणी पुरवठ्या व लांडपाण्याची नियंत्रण करण्याची व्यवस्था केली पाहिजे.

१८) जमिनीच्या बिगरशेतकी वापरात प्रारंभ केल्याच्या दिनांकापासून एक
महिन्याच्या काळाच्यात अनुज्ञाग्राही व्यक्तीने महाराष्ट्र जमिनमंडळ
(जमिनीच्या वापरात बदल व श्रृंखला आकारणी) नियम १९६९ यातील

श्रृंखला अनुसूची याचमध्ये दिलेल्या नमुन्यात एक सनद करून देऊन तीत या
आदेशातल तर्क वार्ता तमाजबुद्ध करणे यास छंमकारक असेल.

१९) या आदेशात जाण सनदीमध्ये नमूद केलेल्या श्रृंखला कोणत्याही
श्रृंखले अनुज्ञाग्राही व्यक्तीने उल्लंघन केल्यास उक्त अधिनियमाच्या उपबंधा-व्ये
असा अनुज्ञाग्राही या कोणत्याही शास्तीत पात्र असेल त्या शास्तीसबध्दा
न येऊ देता ठाण्याच्या जिल्हाधिकारी यात तो निदर्शित करेल असा दंड आणि
आकारणी भरल्यानंतर उक्त जमिन किंवा भूखंड अनुज्ञाग्राही या ताब्यात राहू
देण्यापास अंधकार असेल.

१९ब) वरील कंड (अ) मध्ये काहीही अंतर्भूत असले तरीही या परवानगीच्या
नमूदो विस्तृत जापून कोणतीही इमारत किंवा बांधकाम कामे करण्यात आले
असेल किंवा अशा तरतुदी विस्तृत या इमारतीच्या किंवा बांधकामाचा वापर
करण्यात आला असेल तर निदर्शित हदतोच्या आज अशा रितीने उभारलेली



इमारत काढून टाकण्याविषयी विद्या तीत फेरबदल करण्याविषयी ठाण्याच्या
जिल्हाधिकार्याने निदेशी देणे विषय संमत झाले. तसेच ठाण्याच्या
जिल्हाधिकार्याला जगा इमारत विद्या बांधकाम काढून टाकण्याचे विद्या
तीत फेरबदल करण्याचे काम करून देण्याचा विद्या तीत फेरबदल करण्याचा
काम करून देण्याचा विद्या त्या प्रत्यक्ष जालेला अर्ज अनुज्ञाग्राही व्यक्तीकडून
प्रदान झालेला आहे. त्याच्या वस्तु वस्तु देण्याचा अधिकार असेल.

२०] विद्या ही परवानगी मुंबई नगरपालिका व जिल्हाधिकार्याने
२१] महाराष्ट्र नगरपालिका अधिनियम आणि नगरपालिका अधिनियम
आणि नगरपालिका अधिनियम इत्यादींमार्फत त्या त्यावेळी अमलात
असेल त्या इतर कोणत्याही कायद्याचे कोणत्याही उपबंध पारगणित्याकडून संबंधित
वाळीच्या बाबतीत लागू होतील त्या उपबंधाच्या अधिन असेल.

२१] हा अधिनियम किंवा त्याच्या दिनांकापासून तीत दिवसाच्या जात
विद्यमाना जाकारणाच्यातप्पट रक्कम म्हणजे रुपये ३४२८४/- [अक्षरी रुपये
पातोट हजार दोनशे चौ-सहस्र मात्र] इतकी रक्कम सांठित कर [वन्धर्जित
होत] म्हणून अनुज्ञाग्राही व्यक्तीने भरली पाहिजे. जर असे करण्यात ती
असुर जात तर ही विद्यमाना वापराबाबत देण्यात आलेली परवानगी
रद्द होण्यात पात्र ठरेल. या कायद्या रक्कम संबंधित तहसिलदाराकडे भरली
पाहिजे.

२२] अनुज्ञाग्राही व्यक्तीने मित्र भाईदर नगरपालिका पाठवले यांच्या जीडल
मंजूर नकाशावर हक्कम बांधकाम हो पाहिजे.

२३] अनुज्ञाग्राही यांनी मित्र भाईदर नगरपालिका पाठवले यांच्या जीडल
बांधकाम नकाशा व्यतिरिक्त जादा बांधकाम देण्यात अगर बांधकामामध्ये
वस्तु वस्तु जादा वस्तुनिष्ठ निदेशांच्या बाबतच्यात अनुज्ञाग्राही हे महाराष्ट्र
प्रदेशीय नगरपालिका अधिनियम १९६६ चे अलम ५२ अन्वये कोणत्याही स्थळाचा
गुन्हा दाखल करणेत पात्र राहतील व असे जवदा बांधकाम दूर करणेत पात्र
राहतील.

२४] उपर जिल्हाधिकारी व सक्षम प्राधिकारी ठाणे नागरी संकुलन ठाणे
यांनी त्यांच्या जीडल आदेश जा.क्र.मुसतती/टिए/डब्ल्यूस्तस्वरस/२०/ससआर-
७५७/दिनांक १५/११/२४ अन्वये प्रदानांकित जागेमध्ये कमाल जमिनीधारणा कायदा
१९७६ चे अलम २ अन्वये योजना मंजूर केलेली असून तदर आदेशामध्ये नमूद
केल्याप्रमाणे ठरावि. मावाच्या तदनिजा बांधणे हे परवानगीधारक यावेर
बंध्यकारक राहिल. त्याप्रमाणे त्या तदनिजा शासनाकडे मर्ज करण्याच्या आदेश
त्याचा बाबा शासनास देणे हे परवानगी धारक यावेर बंधनकारक राहिल.

तदि/-

[जरीबंद रेड्डी]
जिल्हाधिकारी ठाणे

मी.रा.मो. बाळकृष्ण पाटील व जव इतर - १४

रा. मोडबंदर रोड ता. मालविका



जिल्हाधिकारी, ठाणे

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Date: 04/08/2012

TITLE CERTIFICATE

SHRI. ASHOKKUMAR H. VYAS, Partner of M/S. SHREE HOUSING CO., a partnership firm, having its office at, 102, Shree Park, Kashimira, Bhayander Road, Mira Road (E), Taluka & District Thane have produced registered Agreement For Development date 17/04/2012 vide registration No. TNN/7/2780/2012 under which the said M/S. SHREE HOUSING CO., has acquired FSI admeasuring 71,466 Sq. Ft. Salable (approximately) including TDR to be purchased by the Vendor therein i.e. M/s. Ravi Development. to be consumed in "D" Wing of the Building No. C/6 consisting of podium plus 21 upper floors on the portion and in respect the properties, situated at village Ghodbunder, Taluka & District Thane, bearing the details as follows:-

Sr. No.	Survey No.	Hissa No.	Area in Sq. meters
1.	72	2	13050.68
2	73	1	7243.64
3.	73	2	354.09
4.	73	3	2094.18
5.	73	4	9752.60
6.	74	1	2761.89
7.	74	2	8846.37
8.	79	1	1153.32
9.	79	3	5533.89
10.	79	4	3399.25

within the limits of Mira Bhayandar Municipal Corporation, in the Registration District. Sub-District Thane. (hereinafter called as the said First property for sake of brevity).

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- a) Originally Shri. Ramchandra Balkrishna Patil, Smt. Gauribai Ramchandra Patil, Shri Namdev Ramchandra Patil, Master Ravindra Namdev Patil, Smt. Kusum Namdev Patil, Miss. Bhavana Namdev Patil, Shri. Tulsidas Ramchandra Patil, Miss. Harshada Tulsidar Patil, Smt. Meena Tulsidas Patil, Smt. Draupadi Dattatreya Mhatre, Smt. Yashubai Tukaram Bhoir, Smt. Manjulabai Gauver Tare, Shri Yadneshwar Balkrishna Patil, Smt. Bhimabai Yadneshwar Patil, Shri Lokmanya Yadneshwar Patil, Master Vishwajeet Lokmanya Patil, Smt. Jayshree Lokmanya Patil, Smt. Hemprabha Manik Gawand, Smt. Hemlata Bhagwan Thakur, Smt. Bharati Ghanashyam Patil, Shri Kanha Balkrishna Patil, Smt. Indumati Kanha Patil, Shri Prakash Kanha Patil, Smt. Jayshree Umesh Bhoir, Ms. Jayanti Kanha Patil, Smt. Tulsibai Soma Gharat, Smt. Bhimabai Gopal Bhoir, Smt. Godibai Mahadev Gharat, Shri Manohar Keshav Patil, Smt. Nirmala Devram Patil, Smt. Suman Narayan Patil, Smt. Kamlabai Pandurang Tandel, Smt. Harubai Jayaram Patil, Smt. Laxmibai Kashinath Mhatre, Shri Balram Gopal Bhoir, Smt. Saraswatibai Janardan Mhatre, Smt. Gangabai Keshav Patil were the joint owners of the aforesaid properties, situate, lying and being at Village Ghodbundar, Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of the Mira Bhayandar Municipal Corporation, (hereinafter referred to as "the Said First Property").
- b) By an Agreement, dated 30th January, 1988, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. 1566 of 1988, the aforesaid original Owners have agreed to sell their undivided right, title, interest and share in the said first property to M/s. Sanjanwala Constructions, at the price and on the terms and conditions stipulated therein.

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- c) In pursuance to the said Agreement, dated 30th January, 1988, the said Shri Ramchandra Balkrishna Patil and others had also executed an Irrevocable General Power of Attorney, dated 2nd February, 1988, in favour of the partners of M/s. Sanjanwala Constructions, conferring upon them several powers inter-alia power to sell the undivided share of the said Shri Ramchandra Balkrishna Patil and others in the said first property to the person or persons of his choice.
- d) By an Agreement for Sale cum Development, dated 4th March, 1992, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-1401 of 1992, dated 30th June, 1992, the said Shri Balram Gopal Bhoir, Smt. Saraswatibai Janardan Mhatre, Smt. Gangabai Keshav Patil agreed to sell their undivided right, title, interest and share in the said first property along with undivided share of survey No. 75 Hissa No. 1 admeasuring 10420 sq. meters and Survey No. 75 Hissa No. 2 admeasuring 3390 sq. meters to the said M/s. Sanjanwala Constructions, at the price and on the terms and conditions stipulated therein.
- e) In pursuance to the said Agreement, dated 4th March, 1992, the said Shri Balram Gopal Bhoir, Smt. Saraswatibai Janardan Mhatre, Smt. Gangabai Keshav Patil had also executed Power of Attorney, dated 4th March, 1992, in favour of the partners of M/s. Sanjanwala Constructions, conferring upon them several powers inter-alia power to sell the undivided share of the said Shri Balram Gopal Bhoir and others in the said first property along with undivided share of survey No. 75 Hissa No. 1 admeasuring 10420 sq. meters and Survey No. 75 Hissa No. 2 admeasuring 3390 sq. meters to the person or persons of his choice.
- f) The said owners Shri Ramchandra Balkrishna Patil, Smt. Gauribai Ramchandra Patil, Shri Namdev Ramchandra Patil, Master Ravindra Namdev Patil, Smt.

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Kusum Namdev Patil, Miss Bhavana Namdev Patil, Shri Tulsidas Ramchandra Patil, Miss Harshada Tulsidar Patil, Smt. Meena Tulsidas Patil, Smt. Draupadi Dattatreya Mhatre, Smt. Yashubai Tukaram Bhoir, Smt. Manjulabai Gauver Tare, Shri Yadneshwar Balkrishna Patil, Smt. Bhimabai Yadneshwar Patil, Shri Lokmanya Yadneshwar Patil, Master Vishwajeet Lokmanya Patil, Smt. Jayshree Lokmanya Patil, Smt. Hemprabha Manik Gawand, Smt. Hemlata Bhagwan Thakur, Smt. Bharati Ghanashyam Patil, Shri Kanha Balkrishna Patil, Smt. Indumati Kanha Patil, Shri Prakash Kanha Patil, Smt. Jayshree Umesh Bhoir, Ms. Jayanti Kanha Patil, Smt. Tulsibai Soma Gharat, Smt. Bhimabai Gopal Bhoir, Smt. Godibai Mahadev Gharat, Shri Manohar Keshav Patil, Smt. Nirmala Devram Patil, Smt. Suman Narayan Patil, Smt. Kamlabai Pandurang Tandel, Smt. Harubai Jayaram Patil, Smt. Laxmibai Kashinath Mhatre, Shri Balram Gopal Bhoir, Smt. Saraswatibai Janardan Mhatre, Smt. Gangabai Keshav Patil also were the joint owners of land bearing Survey No. 75, Hissa No. 1, admeasuring 10420.31 sq. meters, situate, lying and being at Village Ghodbundar, Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of the Mira Bhayandar Municipal Corporation, (hereinafter referred to as "the Said Second Property").

- g) By an Agreement, dated 15th May, 1987, the said Shri Ramchandra Balkrishna Patil and others agreed to sell an area admeasuring 6373.59 sq. meters forming the portion of the said Second land bearing Survey No. 75, Hissa No. 1, situate, lying and being at Village Ghodbundar, Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of the Mira Bhayandar Municipal Corporation, shown and surrounded by RED colour boundary line on the plan annexed hereto, (hereinafter referred to as "First portion of the Said Second Property") to Shri Chintaman Dharmaji Thakur, Smt. Hirabai



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Chintaman Thakur, Smt. Satyabama Kailas Kini nee Miss Satyabama Chintaman Thakur, Miss Hemlata Chintaman Thakur, Miss Harshada Chintaman Thakur and Miss. Kunda Chintaman Thakur, at the price and on the terms and conditions stipulated therein.

- h) By and under an Agreement for Sale, dated 17th June, 1988, registered in the office of Sub-Registrar of Assurance at Thane- I, under Sr. No. TNN-1/7007/1996, the said Shri Chintaman Dharmaji Thakur and others with the consent and confirmation of the said Shri Ramchandra Balkrishna Patil and others had assigned all their right, title and interest of the First portion of the said Second property to M/s. Sanjanwala Constructions, at the price and on the terms and conditions stipulated therein.
- i) By and under an Agreement, dated 31st January, 1982, the said Shri Ramchandra Bhalkrishna Patil, Shri Yedneshwar Bhalkrishna Patil, Shri Kanha Bhalkrishna Patil, Smt. Tulsibai Soma Gharat, Smt. Bhimabai Gopal Bhoir, Smt. Godibai Mahadev Gharat, Smt. Tulsibai Soma Gharat, Smt. Bhimabai Gopal Bhoir, Smt. Godibai Mahadev Gharat, Shri Manohar Keshav Patil, Smt. Nirmala Devram Patil, Smt. Suman Narayan Patil, Smt. Kamlabai Pandurang Tandel, Smt. Harubai Jayram Patil and Smt. Laxmibai Kashinath Mhatre, had agreed to sell remaining area admeasuring 4046.73 sq. meters, forming the portion of said Second property bearing Survey No. 75, Hissa No. 1, situate, lying and being at Village Ghodbundar, Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of the Mira Bhayandar Municipal Corporation, more particularly shown and surrounded by GREEN colour boundary line on the plan annexed hereto, (hereinafter referred to as "the Second portion of Said Second Property") to Smt. Deepa Dattatrey Patil and Smt.

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Yamunabai Vithoba Patil, at the price and on the terms and conditions stipulated therein.

- j) By and under an Agreement for Sale, dated 17th June, 1988, the said Smt. Deepa Dattatrey Patil and Smt. Yamunabai Vithoba Patil, in their turn agreed to sell the said Second portion of the Second property to M/s. Sanjanwala Consturctions, at the price and on the terms and conditions stipulated therein.
- k) By and under an Agreement, dated 11th April, 1994, the said M/s. Sanjanwala Constructions in its turn agreed to grant the development rights of the said first and First portion and Second portion of Second property, (hereinafter the said first, second and third property shall be collectively referred to as "the Said entire Property") to Shri Harshadbhai Poonamchand Doshi, at the price and on the terms and conditions stipulated therein.
- l) In pursuance to the said Agreement, dated 11th April, 1994, the said M/s. Sanjanwala Constructions., had also executed an Irrevocable General Power of Attorney in favour of the said Shri Harshadbhai Poonamchand Doshi, conferring upon him several powers inter-alia power to develop the said entire property by constructing buildings thereon.
- m) By and under an Agreement, dated 29th November, 1994, the said Shri Harshadbhai Poonamchand Doshi in his turn agreed to grant and assign the development rights of the said entire property to M/s. Ravi Developments, at the price and on the terms and conditions stipulated therein.

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- n) In pursuance to the said Agreement, dated 29th November, 1994, the said Shri Harshadbhai Poonamchand Doshi had also executed an Irrevocable General Power of Attorney, in favour of the partners of M/s. Ravi Developments, conferring upon him several powers inter-alia power to develop the said property by constructing buildings thereon,
- o) The Additional Collector of Competent Authority, Thane had also passed an Order No. ULC/TA/WSHS-20/SR-757, dated 15th November, 1994 read with Corrigendum, dated 8th November, 2003, read with an Order No. ULC/TA/ATP/Section-20/SR-757, dated 2nd November, 2002 and Order No. ULC/TA/ATP/NOC/Ghodbundar, dated 2nd November, 2002, in respect of the said entire property.
- p) The erstwhile, the Mira Bhayandar Municipal Council had sanctioned the plan of the four buildings to be constructed in the layout of the said property vide its V. P. No. NP/NR-2805/7885/1994-95, dated 2nd January, 1995 and accordingly, the erstwhile Mira Bhayandar Municipal Council had also issued Commencement Certificate No. NP/NR/349 /6217/1995-96, dated 25th September, 1995.
- q) The Collector of Thane has also granted N.A. permission in respect of the said property vide an Order No. Revenue/K-1/T-8/NAP/SR-1/95, dated 15th April, 1995.
- r) The erstwhile Mira Bhayandar Municipal Council had further amended the layout plan of the said property vide its V.P. No. NP/NR/2410/11728/1998, dated 24th March, 1998. On 12th March, 2008, the Mira Bhayandar Municipal

N. N. Jadhav
Advocate High Court

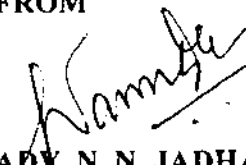
**A/101, Lodha Heritage, Lodha Mahavir Nagar CHS. Ltd., Achole Road, Nallasopara
(E), District Thane.
Cell No. 9969251631. E-mail: devinfo1981@gmail.com**

SHRI. ASHOKKUMAR H. VYAS a partnership firm, having its office at, 104, Shree Park, Kashimira, Bhayander Road, Mira Road (E), Taluka & District Thane, for consideration and on the terms and conditions contained therein.

- v) The property mentioned in the First Schedule is subject to the provisions of section 43 of the Bombay Tenancy & Agricultural Lands Act, 1948 and sale permission under the abovementioned act is necessary to be obtained.
- w) The Estate Investment Co. Pvt. Ltd., name is showing in the others rights column on 7/12 extract of the said properties and claiming crops right on the said entire properties.

In my opinion, subject to the terms and conditions of the Agreement/Deeds and documents hereinabove stated and subject to whatever stated hereinabove and subject to complying with all the terms and conditions of the Development Permissions issued by Mira Bhayandar Municipal Corporation and others concerned authorities in respect of the aforesaid properties, M/S. SHREE HOUSING CO., are entitled to develop/construct the proposed "D" wing of the Building No. C/6 on the portion of the said properties.

FROM


ADV. N. N. JADHAV