

Sab Enterprises

**ZOJWALLA
GROUP**

Shop No. 2/3, Bindu Tower, Opp. K.D.M.C. Veg. Market, Santoshi Mata Road, Kalyan (W.) 421301
Tel.: (0251) 2315194, (0251) 3246949 email: : sabdevelopers@yahoo.com

R. No. 259

Date: 11-09-2011

Received with thanks from ~~Mr~~ / Mrs. Pratibha R. Jadhav x -
..... Mr. Ramesh E. Jadhav x -
the sum of Rupees One lac Twenty one Thousand only

by ~~Cash~~ / Cheque No. 130305 / 444128 Dt. 10-11-07 / 01-04-08
Drawn on The K. J. S. Bank Ltd. Kaly. ~~Part~~ / Part Payment of Dwelling
Unit No. 901602 on 6th floor at Anant Regency Phase III, Wing,
Bldg. No. Opp. Padmavathi Complex, Santoshi Mata Road Kalyan (W).

For Sab Enterprises

Rs. 1,21,000/-

The Receipt is issued subject to Realisation of your Cheque / Draft.

Authorised Sign.



ZOJWALLA
GROUP

Shop No. 2/3, Bindu Tower, Opp. K.D.M.C. Veg. Market, Santoshi Mata Road, Kalyan (W.) 421301

Tel.: (0251) 2315194, (0251) 3246949 email: : sabdevelopers@yahoo.com

R. No. 260

Date: 11-09-2011

Received with thanks from ~~Mr~~ / Mrs. Pratibha R. Jadhar

Mr. Ramesh E. Jadhar

the sum of Rupees Two lac Ninety Thousand only

by ~~Cash~~ / Cheque No. 444129/452201/376456 Dt. 27-04-08/30-04-08

Drawn on The K. J. S. Bank Ltd. Kalyan ~~Part~~ / Part Payment of Dwelling

Unit No. 602 on 6th floor at Anant Regency Phase III, — Wing,

Bldg. No. 1 Opp. Padmavathi Complex, Santoshi Mata Road Kalyan (W).

For Sab Enterprises

Rs. 2,90,000/-

The Receipt is issued subject to Realisation of your Cheque / Draft.

Authorised Sign.

Sab Enterprises

ZOJWALLA
GROUP

Shop No. 2/3, Bindu Tower, Opp. K.D.M.C. Veg. Market, Santoshi Mata Road, Kalyan (W.) 421301
Tel.: (0251) 2315194, (0251) 3246949 email: : sabdevelopers@yahoo.com

R. No. 261

Date: 13-09-11

Received with thanks from Mr / Mrs. Pratiksha R. Jadhav,

Mr. Ramesh E. Jadhav

the sum of Rupees One lac fifty Thousand only —

by ~~Cash~~ / Cheque No. 444130/452204 Dt. 02-05-08/14-05-08

Drawn on The K. J. S. Bank Ltd., Kalyan ~~Full~~ / Part Payment of Dwelling

Unit No. 602 on 6th - floor at Anant Regency Phase III, — Wing,

Bldg. No. 1 Opp. Padmavathi Complex, Santoshi Mata Road Kalyan (W).

For Sab Enterprises

Rs. 1,50,000/-

The Receipt is issued subject to Realisation of your Cheque / Draft.



Authorised Sign.

Sab Enterprises

ZOJWALLA
GROUP

Shop No. 2/3, Bindu Tower, Opp. K.D.M.C. Veg. Market, Santoshi Mata Road, Kalyan (W.) 421301

Tel.: (0251) 2315194, (0251) 3246949 email: : sabdevelopers@yahoo.com

R. No. 262

Date: 13-09-2011

Received with thanks from ~~Mr~~ / Mrs. Pratibha R. Jadhav

Mr. Ramesh E. Jadhav

the sum of Rupees one lac fifty thousand only

by Cash / Cheque No. 452210 / 376457 Dt. 08-06-2008

Drawn on The K. T. S. Bank Ltd., Kalyan / Part Payment of Dwelling

Unit No. 602 on 6th floor at Anant Regency Phase III, Wing,

Bldg. No. 1 Opp. Padmavathi Complex, Santoshi Mata Road Kalyan (W).

For Sab Enterprises

Rs. 1,50,000/-

The Receipt is issued subject to Realisation of your Cheque / Draft.

Authorised Sign.



Shop No. 2/3, Bindu Tower, Opp. K.D.M.C. Veg. Market, Santoshi Mata Road, Kalyan (W.) 421301

Tel.: (0251) 2315194, (0251) 3246949 email: : sabdevelopers@yahoo.com

R. No. **263**

Date: 14-09-2011

Received with thanks from ~~Mr~~ / Mrs. Pratibha R. Jadhav

Mr. Ramesh E. Jadhav

the sum of Rupees Three lac fifty Thousand only

by ~~Cash~~ / Cheque No. 465251 / 376458 Dt. 12-06-08 / 22-06-08

Drawn on The K.J.S. Bank Ltd. Kalyan ~~Part~~ / Part Payment of Dwelling
Unit No. 602 on 6th floor at Anant Regency Phase III, — Wing,
Bldg. No. 1 Opp. Padmavathi Complex, Santoshi Mata Road Kalyan (W).

For Sab Enterprises

Rs. 3,50,000/-

The Receipt is issued subject to Realisation of your Cheque / Draft.



Authorised Sign.

Shop No. 2/3, Bindu Tower, Opp. K.D.M.C. Veg. Market, Santoshi Mata Road, Kalyan (W.) 421301
Tel.: (0251) 2315194, (0251) 3246949 email: : sabdevelopers@yahoo.com

R. No. 264

Date: 14-09-2011

Received with thanks from ~~Mr~~ / Mrs. Pratibha R. Tadkar
Mr. Ramesh E. Tadkar x
the sum of Rupees One lac only
x

by ~~Cash~~ / Cheque No. 465256 Dt. 07-09-08
Drawn on The K.J.S. Bank Ltd, Kly. ~~Part~~ / Part Payment of Dwelling
Unit No. Ro.2 on 6th floor at Anant Regency Phase III, — Wing,
Bldg. No. 1 Opp. Padmavathi Complex, Santoshi Mata Road Kalyan (W).

For Sab Enterprises

Rs. 100,000/-

The Receipt is issued subject to Realisation of your Cheque / Draft.



Authorised Sign.



ZOJWALLA
GROUP

Shop No. 2/3, Bindu Tower, Opp. K.D.M.C. Veg. Market, Santoshi Mata Road, Kalyan (W.) 421301
Tel.: (0251) 2315194, (0251) 3246949 email: : sabdevelopers@yahoo.com

R. No. 265

Date: 15-09-2011

Received with thanks from ~~Mr~~ / Mrs. Pratibha R. Tadhar

Mr. Ramesh E. Tadhar

the sum of Rupees Four lac only

by Cash / Cheque No. 492895/492991/492896 Dt. 23-02-09/25-02-09

Drawn on The K.J.S. Bank Ltd., Kalyan ~~For~~ / Part Payment of Dwelling

Unit No. 602 on 6th floor at Anant Regency Phase III, --- Wing,

Bldg. No. 1 Opp. Padmavathi Complex, Santoshi Mata Road Kalyan (W).

For Sab Enterprises

Rs. 4,00,000/-

The Receipt is issued subject to Realisation of your Cheque / Draft.


Authorised Sign.

Shop No. 2/3, Bindu Tower, Opp. K.D.M.C. Veg. Market, Santoshi Mata Road, Kalyan (W.) 421301
Tel.: (0251) 2315194, (0251) 3246949 email: : sabdevelopers@yahoo.com

R. No. 266

Date: 15-09-2011

Received with thanks from ~~Mr~~ / Mrs. Pratibha R. Jadhar
Mr. Ramesh E. Jadhar
the sum of Rupees Three lac only

by ~~Cash~~ / Cheque No. 479994 Dt. 27-05-09
Drawn on The K.J.S. Bank Ltd, Kalyan / Part Payment of Dwelling
Unit No. 602 on 6th floor at Anant Regency Phase III, — Wing,
Bldg. No. 1 Opp. Padmavathi Complex, Santoshi Mata Road Kalyan (W).

For Sab Enterprises

Rs. 3,00,000/-

The Receipt is issued subject to Realisation of your Cheque / Draft.



Authorised Sign.

Shop No. 2/3, Bindu Tower, Opp. K.D.M.C. Veg. Market, Santoshi Mata Road, Kalyan (W.) 421301
Tel.: (0251) 2315194, (0251) 3246949 email: : sabdevelopers@yahoo.com

R. No. 267

Date: 16-09-2011

Received with thanks from Mr / Mrs. Pratikbha R. Jadhav

Mr. Ramesh E. Jadhav

the sum of Rupees One lac forty Thousand only

by ~~Cash~~ / Cheque No. 480000 / 506296 Dt. 06-08-09 / 08-08-09

Drawn on The K.J.S. Bank Ltd. Kalyan / Part Payment of Dwelling

Unit No. 602 on 6th floor at Anant Regency Phase III, — Wing,

Bldg. No. 1 Opp. Padmavathi Complex, Santoshi Mata Road Kalyan (W).

For Sab Enterprises

Rs. 1,40,000/-

The Receipt is issued subject to Realisation of your Cheque / Draft.


Authorised Sign.

Shop No. 2/3, Bindu Tower, Opp. K.D.M.C. Veg. Market, Santoshi Mata Road, Kalyan (W.) 421301
Tel.: (0251) 2315194, (0251) 3246949 email: : sabdevelopers@yahoo.com

R. No. 268

Date: 16-09-2011

Received with thanks from ~~Mr~~ / Mrs. Pratibha R. Jadhar

Mr. Ramchandra E. Jadhar

the sum of Rupees One lac seventy five Thousand

only X

by ~~Cash~~ / Cheque No. 506297 / 520391 Dt. 13-09-11 / 15-9-09

Drawn on The K.J.S. Bank Ltd., Kalyan ~~For~~ / Part Payment of Dwelling

Unit No. 602 on 6th - floor at Anant Regency Phase III, Wing,

Bldg. No. 1 Opp. Padmavathi Complex, Santoshi Mata Road Kalyan (W).

For Sab Enterprises

Rs. 1,75,000/-



The Receipt is issued subject to Realisation of your Cheque / Draft.

Authorised Sign.

Shop No. 2/3, Bindu Tower, Opp. K.D.M.C. Veg. Market, Santoshi Mata Road, Kalyan (W.) 421301
Tel.: (0251) 2315194, (0251) 3246949 email: : sabdevelopers@yahoo.com

R. No. 269

Date: 17-09-2011

Received with thanks from Mr / Mrs. Pratibha R. Jadhav

Mr. Ramesh E. Jadhav

the sum of Rupees One Lax only

by ~~Cash~~ / Cheque No. 524744 / 520396 Dt. 30-11-09

Drawn on The K.J.S. Bank Ltd, Kalyan / Part Payment of Dwelling
Unit No. 602 on 6th - floor at Anant Regency Phase III, --- Wing,
Bldg. No. 1 Opp. Padmavathi Complex, Santoshi Mata Road Kalyan (W).

For Sab Enterprises

Rs. 100,000/-

The Receipt is issued subject to Realisation of your Cheque / Draft.



Authorised Sign.

Shop No. 2/3, Bindu Tower, Opp. K.D.M.C. Veg. Market, Santoshi Mata Road, Kalyan (W) 421301
Tel.: (0251) 2315194, (0251) 3246949 email: : sabdevelopers@yahoo.com

R. No. 270

Date: 18-09-11

Received with thanks from Mr / Mrs Pratibha R. Tadhar

Mr. Ramesh E. Tadhar

the sum of Rupees One lac only

by ~~Cash~~ / Cheque No. 520399 / 539465 Dt. 01-04-10 / 04-04-10

Drawn on The K.J.S. Bank Ltd, Kly. ~~Part~~ / Part Payment of Dwelling

Unit No 602 on 6th floor at Anant Regency Phase III, — Wing,

Bldg. No. 1 Opp. Padmavathi Complex, Santoshi Mata Road Kalyan (W).

For Sab Enterprises

Rs. 1,00,000/-

The Receipt is issued subject to Realisation of your Cheque / Draft.



Authorised Sign.

Shop No. 2/3, Bindu Tower, Opp. K.D.M.C. Veg. Market, Santoshi Mata Road, Kalyan (W.) 421301
Tel.: (0251) 2315194, (0251) 3246949 email: : sabdevelopers@yahoo.com

R. No. 271

Date: 18-09-2011

Received with thanks from Mr/ Mrs. Pratibha R. Jadhar

Mr. Ramesh S. Jadhar

the sum of Rupees one lac only — X —

— X —

by ~~Cash~~ / Cheque No. 539468 Dt. 18-04-10

Drawn on The K.J.S. Bank Ltd. KLy Full / Part Payment of Dwelling

Unit No. 602 on 6th floor at Anant Regency Phase III, — Wing,

Bldg. No. 1 Opp. Padmavathi Complex, Santoshi Mata Road Kalyan (W).

For Sab Enterprises

Rs. 1,00,000/-

The Receipt is issued subject to Realisation of your Cheque / Draft.



Authorised Sign.

Shop No. 2/3, Bindu Tower, Opp. K.D.M.C. Veg. Market, Santoshi Mata Road, Kalyan (W.) 421301
Tel.: (0251) 2315194, (0251) 3246949 email: : sabdevelopers@yahoo.com

R. No. 273

Date : 18-09-2011

Received with thanks from Mr / Mrs. Pratibha R. Jadhav
Mr. Ramesh E. Jadhav
the sum of Rupees Forty Nine Thousand only

by ~~Cash~~ / Cheque No 330646 Dt. 05-09-10
Drawn on ICICI Bank Ltd. Dom. ~~Part~~ / Part Payment of Dwelling
Unit No 60A on 6th floor at Anant Regency Phase III, — Wing,
Bldg. No. 1 Opp. Padmavathi Complex, Santoshi Mata Road Kalyan (W).

For Sab Enterprises

Rs. 49,000/-

The Receipt is issued subject to Realisation of your Cheque / Draft.


Authorised Sign.

Shop No. 2/3, Bindu Tower, Opp. K.D.M.C. Veg. Market, Santoshi Mata Road, Kalyan (W.) 421301
Tel.: (0251) 2315194, (0251) 3246949 email: : sabdevelopers@yahoo.com

R. No. 274

Date: 18-09-11

Received with thanks from Mr/Mrs. Pratibha R. Jadhav
Mr. Ramchandra E. Jadhav
the sum of Rupees Fifty one Thousand only

by ~~Cash~~ / Cheque No. 576782 Dt. 05-09-10
Drawn on The K.J.S. Bank Ltd., Kalyan / Part Payment of Dwelling
Unit No. 602 on 6th floor at Anant Regency Phase III, Wing,
Bldg. No. 1 Opp. Padmavathi Complex, Santoshi Mata Road Kalyan (W).

For Sab Enterprises

Rs. 51,000/-

The Receipt is issued subject to Realisation of your Cheque / Draft.



Authorised Sign.

Shop No. 2/3, Bindu Tower, Opp. K.D.M.C. Veg. Market, Santoshi Mata Road, Kalyan (W.) 421301
Tel.: (0251) 2315194, (0251) 3246949 email: : sabdevelopers@yahoo.com

R. No. 275

Date: 18-09-2011

Received with thanks from ~~Mr~~ / Mrs. Pratibha R. Jadhar

Mr. Ramesh E. Jadhar

the sum of Rupees one lac only

by ~~Cash~~ / Cheque No. 543990 Dt. 13-09-10

Drawn on The K.J. S. Bank Ltd., Kly. ~~Full~~ / Part Payment of Dwelling
Unit No. 602 on 6th floor at Anant Regency Phase III, — Wing,
Bldg. No. 1 Opp. Padmavathi Complex, Santoshi Mata Road Kalyan (W).

For Sab Enterprises

Rs. 100,000/-

The Receipt is issued subject to Realisation of your Cheque / Draft.



Authorised Sign.

Shop No. 2/3, Bindu Tower, Opp. K.D.M.C. Veg. Market, Santoshi Mata Road, Kalyan (W.) 421301
Tel.: (0251) 2315194, (0251) 3246949 email: : sabdevelopers@yahoo.com

R. No. 276

Date : 26-09-2011

Received with thanks from ~~Mr~~ / Mrs. Pratibha R. Jadhav
Mr. Ramesh E. Jadhav
the sum of Rupees Two lac only

by ~~Cash~~ / Cheque No 592818 Dt. 13-09-11
Drawn on The K.J.S. Bank Ltd. Kalyan / Part Payment of Dwelling
Unit No 602 on 6th floor at Anant Regency Phase III, — Wing,
Bldg. No. 1 Opp. Padmavathi Complex, Santoshi Mata Road Kalyan (W).

For Sab Enterprises

Rs. 2,00,000/-

The Receipt is issued subject to Realisation of your Cheque / Draft.



Authorised Sign.



SR NO 90994
दि कल्याण जनता सहकारी
बैंक लि.
(शेड्युल बैंक)
The Kalyan Janata Sahakari
Bank Ltd.
(Scheduled Bank)

काला तलाव शाखा दिनांक/Date 15-10-2010
मुद्रांक शुल्क/Stamp Duty रु. /Rs. 435/-
सेवा आकारणी शुल्क रु. /Rs. 10/-
Service Charges
एकूण / Total रु. /Rs. 445/-
अक्षरी रूपरे/Amount in Words Four Hundred and Forty Five Rupees
मुद्रांक शुल्क भरणाऱ्याचे नाव / Name of stamp
duty paying party Mrs. Pooja Bhatia. R.
पत्ता / Address Jadhav

Plot - 501, 'B' wing, Anant Regency
P-1 Pambay-4 Kalyan
समोरच्या पक्षकाराचे नाव / Name of counter party

Sab Enterprises
यादाराच्या अदशावे कारणांवरुन purpose of transaction
Agreement No. 501/P

धनादेश / चे ऑर्डर ज्या बँकेवर काढला आहे त्या बँकेचे
नाव / Name of the Drawee Bank Branch
Ch. No. / Pay Order No.

सोबतचा/ Cashier अधिकार्याची सही
Authorised Signator
मुद्रांक देताना दस्तऐवज योग्यता देताना ही जावती आहे
आवश्यक आहे/This counterfoil has to be present
at the time of delivery of stamp.

Signature of Purchase



For The Kalyan Janata Sahakari Bank Ltd.
(Scheduled Bank) Kalyan Branch
R-S-J
Authorised Signatory

Ground Plus + 13
Ward No. :
Village : Chikanghar
Flat No. 602 : Area 1060 sq. ft. (Carpet)
Bldg. No. : 1
Agreement Value : 30,49,250/-

क ल न २	
दस्त क्र. १२३१२	२०१०
१	२८

AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT MADE AT KALYAN

ON THIS 15th DAY OF OCT - 2010

[Handwritten signature]

[Handwritten signature]

95302
171564
R01354
INDIA STAMP DUTY

M/s. **Sab Enterprises**, a Joint Venture firm, having its office at Survey No. 100/1 (pt), 101 (P) and 102 (P) of Village Chikanghar, Taluka Kalyan, District Thane, through its Authorised Signatory 1) **Shri Johar Hasan Zojwalla** & 2) **Shri Anant Vithal Gawli**, hereinafter called and referred to as the **Builder / Promoter** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the survivors of joint venture/their/his heirs, executors, administrators and assigns) being the Party of the **First Part**.

A N D

1) **Mrs. Pratibha R. Jadhav** 2) **Mr. Ramesh E. Jadhav**

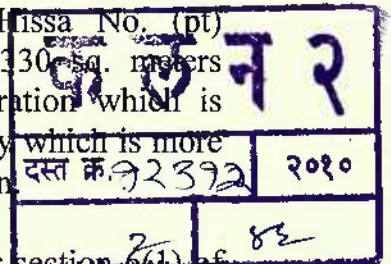
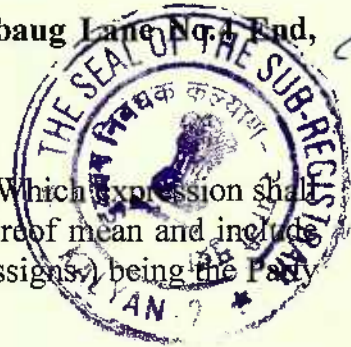
Aged about 1) 33 Yrs. & 2) 40 Yrs., residing at Flat No. B / 501, Anant Regency Phase - I, Rambaug Lane No. 4 End, Kalyan (West) - 421 301

hereinafter called and referred to as the Purchaser/s (Which expression shall unless it be repugnant to the context or meaning thereof mean and include his / her / their heirs, executors, administrators and assigns) being the Party of The **Second Part**.

WHEREAS Mrs. Rukhminibai Vithal Gawli and Anant Vithal Gawli are the Owners of the pieces and parcels of land lying, being and situate at Village Chikanghar, Taluka Kalyan, District Thane, bearing Survey No. 102 (pt) admeasuring 100 sq. meters, Survey No. 100 Hissa No. 1 (pt) admeasuring 4930 sq. meters and Survey No. 101, Hissa No. (pt) admeasuring 300 sq. meters thus totally admeasuring 5330 sq. meters within the limits of Kalyan Dombivli Municipal Corporation which is hereinafter called and referred to as the Said Entire Property which is more particularly described in the First Schedule hereunder written.

AND WHEREAS the said owners had filed a return under section 6(1) of the Urban Land (Ceiling and Regulation) Act, 1976 and the said return was finalised under the order passed by the Dy. Collector and Competent authority, Ulhasnagar Urban Agglomeration Thane, under order No. ULC / ULN / 6(1) / SR- 48 / Chikanghar dated 03.05.2006 where-under the said property was declared as retainable land.

AND WHEREAS under the agreement for joint venture dated 15.12.2006 executed between the said owners Mrs. Rukhminibai Vithal Gawli and Anant Vithal Gawli as the Owners and Shri Johar Hasan Zojwalla as the Developer, the said owners and the developer agreed to develop the said property as a joint venture known as 'Sab Enterprises' and the said agreement is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No. 8201/2006.



Jadhav
X
ab
Jadhav

AND WHEREAS the said property is converted to non- agricultural assessment under the order passed by The Collector Thane under No.Mahasul/K-1/T-7/NAP/SR-35/07 dated 29.03.2007.

AND WHEREAS the Kalyan Dombivli Municipal Corporation has granted the building commencement certificate under No. KDMC/NRV/BP/ KV/ 833-340 dated 30.03.2007 and further revised under No. KDMC/NRV/BP/ KV/ 647-284 dated 24.01.2008 and also granted Completion Certificate No. KDMC / NRV / CC / KV / 332 dated 05.08.2010

AND WHEREAS under the agreement dated 18.08.2006 executed between Smt. Radhika Prakash Borgaonkar & Others as Vendors and the Promoters the Promoters acquired the transferable development rights to the extent of 854.33 Sq. Mtrs. to be used on the said entire property and as evidenced by the permission under No. KDMC/NRV/HVH/1780 Dated: 30.07.2007 from Kalyan Dombivli Municipal Corporation.

AND WHEREAS the Promoter has decided to develop part of the said entire property that is Plot No. 1 admeasuring 2555.31 Sq. Mtrs. in accordance with the above said permission and sanctions which is thereafter called and referred to as the 'Said Property' which is more particularly described in the Second Schedule hereunder written and shown on the plan annexed hereto by Red Boundary Lines.

AND WHEREAS in pursuance to the sanctioned plans and permissions, the Promoter has commenced the construction work on the said property.

AND WHEREAS the Builder/Promoter herein declare that the above said agreements, plans and permissions are still valid, subsisting and completely in force.

AND WHEREAS the Builder/Promoter herein has reserved his rights to avail the Transferable Development rights to be used and utilised on the said property as per the rules and regulations.

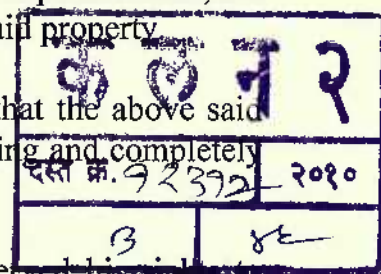
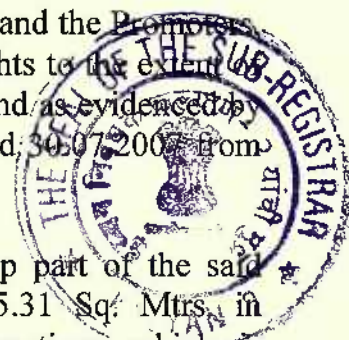
AND WHEREAS as recited hereinabove, the Builder/Promoter is entitled to sell of the Flats/Units constructed in the building on said property on ownership basis and to enter into agreements with the purchaser and to receive the sale price in respect thereof and upon such disposal of the Flats/shops/Units to convey the said land together with the buildings constructed thereon in favour of the cooperative housing society of all those several persons acquiring the respective Flats/Units.

AND WHEREAS the Purchaser/s has agreed to pay the sale price / consideration in respect of the flat in accordance with the provisions of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 and in accordance with the progress of the construction work of the said scheme.

Radhak
X

Radhak

Radhak



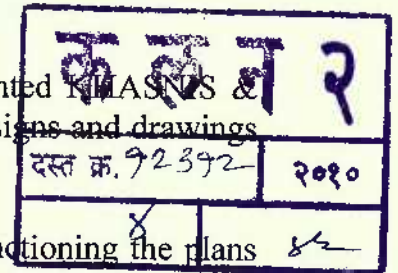
AND WHEREAS this agreement is made in accordance with the provisions of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules framed there under including the model form of Agreement prescribed therein.

AND WHEREAS by executing this agreement the Purchaser has accorded his / her consent as required under section 9 of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 whereby the Builder/Promoter is entitled to sell, mortgage or create charge on any flats / units etc., which is not hereby agreed to be sold.

AND WHEREAS by executing this agreement the Purchaser has accorded his / her consent as required under section 7 of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 whereby the Builder/Promoter is entitled to make such alterations in the structures in respect of the said flats / Unit, agreed to be purchased by the Purchaser and/or such other alterations or additions in the structure of the building as may be necessary and expedient in the opinion of the Architect / Engineer.

AND WHEREAS the plans, floor plans, drawings and specifications etc., in respect of the proposed building have been prepared by Architect Shri Dilip Tambade & Satish Kanade.

AND WHEREAS the Builder/Promoter has also appointed KILASNIS & ASSOCIATES as Engineer for preparing of structure designs and drawings of the building to be constructed thereon.



AND WHEREAS while granting the permission and sanctioning the plans the Municipal/Planning Authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Builder/Promoter while developing the said property and upon due observance and performance of which only completion and/or occupation certificate in respect of the new building shall be granted by the concerned local authority.

AND WHEREAS the Builder/Promoter expressed his intention to dispose off the Flats/Units in the proposed housing project to be known as "Anant Regency Phase-III"

AND WHEREAS the Purchaser has seen the site of the building and the work of construction of the said building being in progress and is satisfied with the quality of the work and has approved the same.

AND WHEREAS the list of amenities, copy of certificate of title issued by the Advocate Mr. V. B. Ghodvaidya, copies of extracts of 7/12 of the said

Handwritten signatures and initials:
 - A signature that appears to be "Tadkar" with a cross mark above it.
 - A stylized signature or initial.
 - The initials "J.B."
 - A signature that appears to be "Ghosh" or similar.

property on which the said flats / units are constructed or to be constructed and the copy of the floor plans have been annexed hereto.

AND WHEREAS the Purchaser/s has examined and approved of the building and floor plans the nature and quality of construction fittings, fixtures, facilities and amenities provided / to be provided thereto as per the general specifications as well as the restricted and common facilities and amenities.

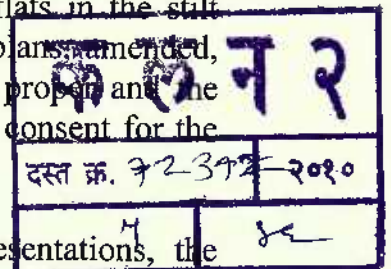
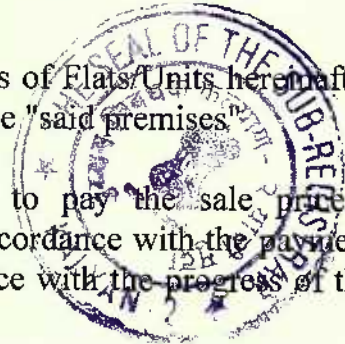
AND WHEREAS the proposed building consists of Flats/Units hereinafter for the sake of brevity called and referred to as the "said premises".

AND WHEREAS the Purchaser has agreed to pay the sale price / consideration in respect of the Flats/ Units in accordance with the payment schedule hereinafter mentioned and in accordance with the progress of the construction work of the said building.

AND WHEREAS the Purchaser/s has accepted the title of the owner to the said property as shown in the records of rights in respect thereof and the documents referred to hereinabove and the Promoter has brought to the knowledge of the Purchaser/s herein and the Purchaser/s is aware that the Promoter during the course of completion of the entire scheme of construct will acquire additional FSI / TDR as per the rules and regulations of the Municipal Corporation and will further avail, use and consume additional floor space index thereby constructing additional floors, flats in the still area of the said scheme of construction and will get the plans amended, revised and modified as the Promoter may deem fit and proper and the Purchaser/s has accorded his / her express and irrevocable consent for the same.

AND WHEREAS relying upon the said aforesaid representations, the Builder/Promoter agreed to sell the Purchaser a Flat / Unit at the price and on the terms and conditions herein after appearing.

AND WHEREAS by the end of **October 2010** but subject to the availability of the controlled building materials, government and other restrictions and/or circumstances beyond the control of the Builder/Promoter, the Builder / Promoter agrees to complete in all respect the construction of the proposed buildings known as '**Anant Regency Phase - III**' on the said land particularly described in the schedule hereunder written in accordance with the plans recited above and as per the general specifications hereto but subject to such additions, alterations, modifications if any that may be required by the government local planning authorities from time to time till the completion of the proposed development of the said property and the Builder/Promoter agrees to sell and cause to convey the said buildings when completed in all respect absolutely freehold and free from encumbrances in favour of the cooperative housing society to be formed of the several persons (including the Purchaser herein) acquiring the respective flats / units therein at and for



X
Padhar

X
JL

X
Padhar
X
JL

an aggregate price / consideration to be contributed and paid by them according to their respective agreements (similar to these presents) with the Builder/Promoter.

AND WHEREAS the Builder/Promoter shall accordingly Sell and the Purchaser shall purchase acquire the said flats/Unit by becoming member / share holder / constituent of the proposed cooperative society and the Purchaser shall pay to the Builder/Promoter **Rs.30,49,250/- (Rupees Thirty Lacs Forty Nine Thousand Two Hundred Fifty Only)** as the agreed price / consideration in respect of the said Flat bearing No. 602, building No.1 on 6th floor, admeasuring 1060 sq. ft. Carpet (which is inclusive of the area of door Jam, Cupboard and Balcony) in project known as "**Anant Regency Phase-III**" allotted to the Purchaser and shown and marked accordingly on the floor plan annexed hereto.

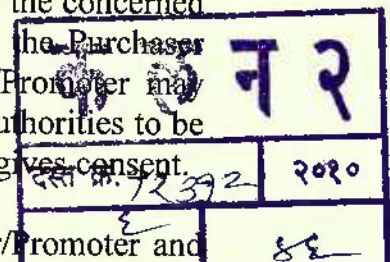
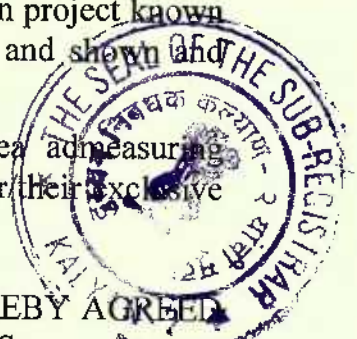
The said flat has adjoining Architectural Projection area admeasuring 194 Sq. ft., which is available to the Purchaser/s for his/her/their exclusive use and benefit.

NOW THIS PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY & BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. THE Builder/Promoter shall construct the building on the said property in accordance with the plans, design specifications approved by the concerned local authority and which have been seen and approved by the Purchaser with only such variation and modification as the Builder/Promoter may consider necessary or as may be required by the municipal authorities to be made in them or any of them for which the Purchaser hereby gives consent.
2. THE Purchaser hereby agrees to purchase from the Builder/Promoter and the Builder/Promoter hereby agrees to sell to the Purchaser/s the Flat/Unit No. 602 on the 6th floor, in Building No 1 in the project known as "**Anant Regency Phase-III**" and as shown on the floor plan thereof hereto annexed and marked as Annexure "C" (hereinafter referred to as "the said premises") for the price / consideration of **Rs.30,49,250/- (Rupees Thirty Lacs Forty Nine Thousand Two Hundred Fifty Only)**

The Purchaser agrees to pay the above consideration in the following manner:

- a) Rs.1,00,000/- at the time of execution of this agreement.
- b) Rs.6,93,250/- to be paid on or before completion of plinth
- c) Rs.1,22,000/- to be paid on or before completion of 1st Slab
- d) Rs. 1,22,000/- to be paid on or before completion of 2nd Slab
- e) Rs. 1,22,000/- to be paid on or before completion of 3rd Slab
- f) Rs. 1,22,000/- to be paid on or before completion of 4th Slab



[Signature]
X
Jadhav.

[Signature]

- g) Rs. 1,22,000/- to be paid on or before completion of 5th Slab
 h) Rs. 1,22,000/- to be paid on or before completion of 6th Slab
 i) Rs. 1,22,000/- to be paid on or before completion of 7th Slab
 j) Rs. 1,22,000/- to be paid on or before completion of 8th Slab
 k) Rs. 1,22,000/- to be paid on or before completion of 9th Slab
 l) Rs. 1,22,000/- to be paid on or before completion of 10th Slab
 m) Rs. 1,22,000/- to be paid on or before completion of 11th Slab
 n) Rs. 1,22,000/- to be paid on or before completion of 12th Slab
 o) Rs. 1,22,000/- to be paid on or before completion of 13th Slab
 p) Rs. 1,22,000/- to be paid on or before completion of final Slab
 q) Rs. 2,44,000/- to be paid on or before completion Brickwork, Plastering and flooring.
 r) Rs. 2,44,000/- to be paid on or before completion Plumbing, windows and door work.
 s) Rs. 60,000/- to be paid within 7 days from the date of receipt of intimation that the said premises, is ready for use and occupation.



Note: All Payments to be made in the name of

"Sab Enterprises, Canara Bank, Murbad Road, Kalyan, A/C No. 0230201006592"

कलन २	
दस्ता क्र. ३२३९२	२०१९
१०	८२

It is hereby expressly agreed that the time for payment of each of the aforesaid installment of the consideration amount shall be essence of contract. All the above respective payments shall be made within 7 days of the Promoters / Builders sending a notice to the Purchaser/s calling upon him / her to make payment of the same. Such notice is to be sent under certificate of posting at the address of the Purchaser/s mentioned above and this posting will be sufficient discharge to the Promoters / Builders.

THE Purchaser/s agrees and assures to pay a sum of Rs.5000/- towards legal charges, entrance fees and share capital, society formation charges, M.S.E.B. meter and water connection charges.

THE Purchaser/s also agree to pay the maintenance charges of 12 months in advance at the time of possession for provisional outgoings of municipal taxes; water bill, borewell common electric expenses and requisite lift charges and proportionate expenses thereto, if any. The said amount will be non-refundable and non accountable.

gadhav. *gadhav.* *gadhav.*

3. The Builder/Promoter hereby agree to observe perform and comply with all the terms, conditions, stipulations if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter.
4. The Builder/Promoter hereby declares that he have utilised the floor space index as mentioned in the approved plan and the Builder/Promoter has brought to the notice of the Purchaser herein and the Purchaser herein is fully aware that the Builder/Promoter intends to acquire the transfer of development rights to be used, availed and consumed on the said property and thereby construct additional floors, flats, units and the Purchaser herein has granted his / her express and irrevocable consent for the same and the Purchaser herein along with the other purchasers in personal capacity or in the capacity as the member of the cooperative housing society or as a corporate body as the case may be will not raise any objection or hindrance and will render sincere cooperation for the Builder/ Promoter to consume and avail the T.D.R. and complete the additional construction as per the plans and permissions granted by the Municipal Corporation.
5. THE Builder/Promoter hereby agrees that they shall make out clear and marketable title before handing over the possession of the premises to the Purchaser and in any event before the execution of the Conveyance of the said property in favour of a Corporate Body to be formed by the purchasers of the Flats / Other Unit in the building to be constructed on the said property and ensure that the said property is free from all encumbrances and that the Builder/Promoter has absolute, clear and marketable title to the said property so as to enable him to convey to the said Society such absolute, clear and marketable title on the execution of a conveyance of the said property by the Builder/Promoter in favour of the said Society.
6. THE Purchaser agrees to pay to the Builder/Promoter interest @ 24% per annum on all the amounts which becomes due and payable by the Purchaser to the Builder/Promoter under the terms and conditions of this agreement from the date the said amount is payable by the Purchaser to the Builder/Promoter.
7. ON the Purchaser/s committing default, in payment on due date of any amount due and payable by the Purchaser/s to the Promoters under this agreement, (including his / her / their proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Purchaser/s committing breach of any of the terms and conditions herein contained the Promoters shall be entitled to at their option to terminate this agreement and to forfeit the moneys paid by the Purchaser/s under this agreement by giving one month clear notice to the Purchaser/s herein.

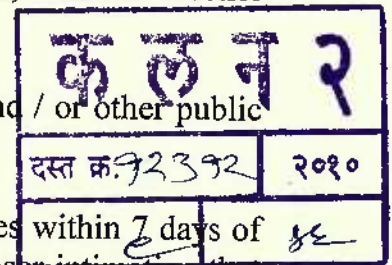
THE Promoters shall have the first lien and charge on the said flat/premises agreed to be acquired by the Purchaser/s in respect of any amount due and

X
Fadhav

X
JL

payable by the Purchaser/s under this terms and conditions of this agreement.

8. THE fixtures, fittings, and amenities to be provided by the Builder/Promoter in the premises and the said building are those that are set out in the Annexure "D" annexed hereto.
 9. THE Builder/Promoter shall give possession of the said premises to the Purchaser or his/her nominee or nominees on or before end of **October - 2010**. If the Builder/Promoter fails or neglect to give possession of the premises to the Purchaser or his / her nominee or nominees by the aforesaid date or dates prescribed in clause (B) of the section 8 of the said Act then the Builder/Promoter shall forthwith refund to the Purchaser the amount already received by him in respect of the premises with simple interest at 9% p.a. from the date of Builder/Promoter received the sum till the date the entire amount and interest thereon is refunded by the Builder/Promoter to the Purchaser. They shall, subject to prior encumbrances, if any, be in charge of the said land as well as the construction or building in which the premises are situated or were to be situated.
- THE Builder/Promoter s shall be entitled to reasonable extension of time for giving possession of the said flat/tenament/other unit on the aforesaid date, if the completion of building in which the said flat / other unit is situated is delayed on account of :-
- a) non-availability of steel, cement other building materials, water or electric supply;
 - b) war, civil commotion or Act of God;
 - c) any notice order, rule, notification of the Government and / or other public or competent authorities.
10. THE Purchaser shall take possession of the said premises within 7 days of the Builder/Promoter giving written notice to the Purchaser intimating that the said premises are ready for use and occupation.
 11. THE Purchaser shall use the said premises or any part thereof or permit the same to be used only for the purpose for which it allotted by the Builder/Promoter only as per the prevailing rules, regulations, and bylaws of the concerned authorities.
 12. THE Purchaser along with the other Purchasers of the Flats / units in the building shall join in forming and registering the cooperative society to be known by such name as the Builder/Promoter may decide and for this purpose he / she also from time to time sign and execute the necessary applications and/or other papers and documents necessary for the formation and registration of the co-operative society including the bye laws of the proposed society and duly fill in, sign and return to the Builder/Promoter within 7 days of the same being forwarded by Builder/Promoter to the Purchaser. No objection shall be taken by the Purchaser if any changes or modification are made in the draft bye laws or the Memorandum and/or



X
Jadhar

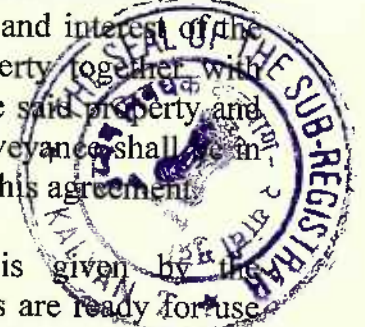
X
JH

Article of Association, as may be required by the Registrar of Co-operative Societies or any other competent authority.

13. ON the completion of the building and on receipt by the Builder/Promoter of the full payment of all the amounts due and payable to him by all the purchasers of all the flats/ premises in the said building, the purchasers shall co-operate with the Builder/Promoter in forming and registering or incorporating a society a registered body, when the society is registered and all the amounts due and payable to the Builder/Promoter in respect of the flats and other units and other portions in the said building, garages and car parking spaces are paid in full as aforesaid, the Builder/Promoter shall cause to be transferred to the society all the rights title and interest of the Builder/Promoter in the aliquot part of the said property together with building by executing the necessary Conveyance of the said property and the said premises in favour of such society, such conveyance shall be in keeping with the terms and conditions and provisions of this agreement.

14. COMMENCING a week after notice in writing is given by the Builder/Promoter to the Purchaser that the said premises are ready for use and occupation. The Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the said land called as open land tax, betterment tax. The Purchaser shall be liable to bear and pay the proportionate share of municipal tax, outgoings in respect of the said land, flat / unit and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or government. The purchaser shall be liable and responsible to pay water charges, common lights, repairs and salaries of clerks, bills of collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said building. The Purchaser shall pay to the Builder/Promoter such proportionate share of outgoings as may be determined by the Builder/Promoter. The Purchaser further agrees that till the Purchaser's share is so determined by the Builder/Promoter shall pay to the Builder/Promoter provisional monthly contribution of Rs.3500/- per month towards the outgoings from the date of notice as aforesaid. The amount is paid by the Purchaser to the Builder/Promoter shall not carry any interest and shall remain with the Builder/Promoter until a conveyance is executed in favour of co-operative society as aforesaid. Subject to the provisions of section 6 of the Maharashtra Co-operative Societies Act, on such conveyance being executed the aforesaid deposits (less deductions there from for the actual expenses incurred in various account) shall be paid over by the Builder/Promoter to the Co- operative Society or as the case may be. The adhoc charges of monthly contribution of Rs.3500/- will be exclusive of the municipal taxes for the said premises.

15. THE Purchaser hereby agrees to pay on demand the Purchaser's share of stamp duty and registration charges payable, if any, by the said society on the Conveyance or any document or instrument of transfer in respect of the said property and the building or the said premises to be executed in favour of the society.



न २	
२०१०	४२

X *Pathav*

X *JS*

X *Pathav*

X *JS*

16. THE Builder/Promoter hereby declare that the said property is not subject to any mortgage, charge, lien or any other encumbrances whatsoever.
17. THE Purchaser shall from the date of possession maintain the premises at Purchaser's own cost in good tenantable condition and shall not do or suffer to be done anything in or to the building in which the said building or the premises, staircase or common passage which may be against the rules, regulations of the concerned local or any other authority and the Purchaser shall not change, alter or make additions in or to the said premises or the building or any part thereof.
18. THE Purchaser shall not store in the said premises any goods which are hazardous, combustible and/or dangerous in nature or are so heavy as to damage the construction or structure of the building or are rejected by the concerned local or other authority or authorities shall not carry out or cause to be carried heavy packaged to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building including the entrance of the premises and the Purchaser shall be liable for the consequences of breach of this clause.
19. THE Purchaser shall at their costs carry out all internal repairs to the said premises and maintain the same in good condition, state and order in which the same was delivered by the Builder/Promoter and shall not do or suffer to be done anything in or to the building in which the said building or to the said premises, which may be against the rules, regulations and bye laws of the concerned local authority and/or public authorities and the Purchaser shall be responsible to the concerned local authorities and or the other public authority for any thing so done in connection with the said building and/or the said premises and shall be liable for the consequences thereof.
20. THE Purchaser shall not at any time demolish or cause to be demolished the said premises or any part thereof nor shall at any time made or cause to be made any additions or alterations of whatsoever nature to the said premises or any part thereof or any alterations in the elevation and outside colour scheme of the said premises and shall keep the partition walls, sewer, drains, pipes in the said premises an appurtenances thereto in good tenantable repairs and condition of and in particular so as to support shelter and protect the other parts of the building and shall not chisel or cause damage to any columns, R.C.C. pardis or other structure or structural members in the said building without prior written permission of the Builder/Promoter and/or Society.

The Builder/Promoter may make alterations in structure of the said premises as described in the said plans or any other alterations or additions in the structure of the said building after the said plans are disclosed or furnished to the Purchaser and the Purchasers shall not object for such alterations or additions, provided that such alterations /

X
Jadhav

X
J.S.

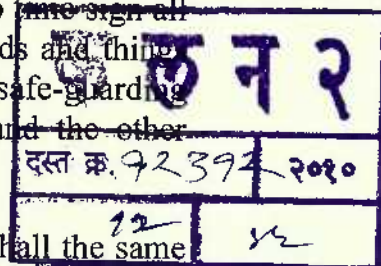
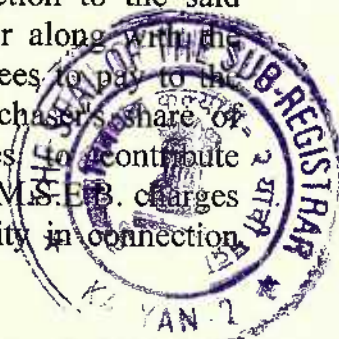
additions should not affect the flat / premises agreed to be purchased by the Purchaser.

21. THE Purchaser shall not do or permit or be done any act or thing which render void or voidable any insurance of the said property and building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
22. THE Purchaser shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in compound or any portion of the said property or building.
23. IN case any security deposit is demanded by the concerned local authorities or government for the purpose of giving water connection to the said building, such deposit shall be payable by the Purchaser along with the other Purchasers of the said building. The Purchaser agrees to pay to the Builder/Promoter within seven days of demand the Purchaser's share of such amount of deposit. The Purchaser also agrees to contribute proportionate expenses for transformer etc., if insisted by M.S.E.B. charges and penalties leviable by the concerned planning authority in connection with the enclosing of Balcony or otas.
24. THE development and/or betterment charges, N.A. taxes, open land taxes or other taxes levied by the concerned local authority, Government and/or any other public authority in respect of the said property and/or building, shall be borne and paid by the Purchaser along with all the Purchasers of flats in the building in proportion to the floor area of their respective premises.
25. THE Purchaser and/or the Builder/Promoter shall from time to time sign all applications, papers and documents and do all such acts, deeds and things as the Builder/Promoter and/or the Society may require for safe-guarding the interest of the Builder/Promoter and/or the Purchaser and the other Purchasers of the said premises in the said building.
26. NOTHING contained in this agreement is intended to be nor shall the same be constructed as a grant, demise or assignment in law of the said premises or of the said land and building or any part thereof. The Purchaser shall have no claim, save and expect in respect of the said premises hereby agreed to be sold to him / her and all open spaces, parking spaces, stilts, lobbies, staircases, terraces, recreation space etc., will remain the property of the Builder/Promoter until the said land and the said building is convey to the co-operative society as herein before mentioned.
27. THE Purchaser shall not let, sub-let, transfer, assign or part with his / her interest or benefit factors under this agreement or part with the possession of the said premises until all the dues payable by the

Purchaser to the Builder/Promoter under this agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-

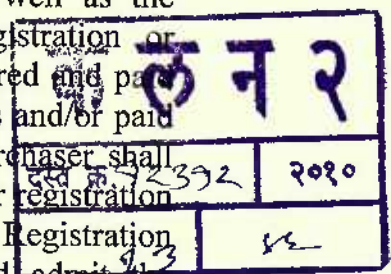
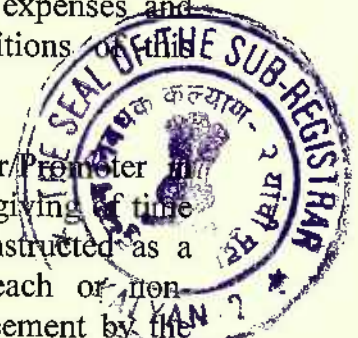
X
Gadhar

X
Jh



observance of any of the term and conditions of this agreement and unless & until prior permission in writing is obtained from the Builder/Promoter.

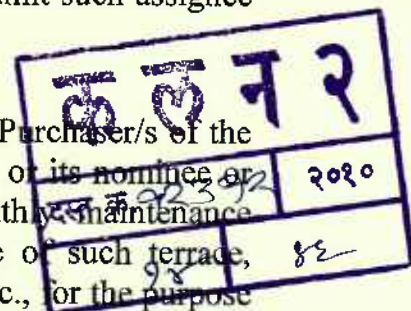
28. THE Purchaser shall observe and perform all the rules and regulations which the society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats there in and for the observance and performance of the building rules, regulations and bye laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all stipulations and conditions laid down by the co-operative society regarding the occupation and use of the said premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms and conditions of this agreement.
29. ANY delay tolerated or indulgence shown by the Builder/Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser by the Builder/Promoter shall not be constructed as a waiver on the part of the Builder/Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Builder/Promoter.
30. ALL costs, charges and expenses, penalties, Sales-Tax / Service Tax, if any, including stamp duty, registration charges and expenses in connection with the preparation and execution of this Agreement as well as the Conveyance and other documents and the formation, registration or incorporation of the Co-operative Society, shall be borne, shared and paid by all the Purchasers of the flats or other units or other spaces and/or paid by such co-operative Society or as the case may be. The Purchaser shall present this Agreement as well as the Conveyance at the proper registration office for registration within the time limits prescribed by the Registration Act and the Builder/Promoter shall attend such office and admit the execution thereof. The Purchaser shall deposit with the Builder/Promoter sum of which will be worked at the prevailing rates being proportionate share of stamp duty that would be needed for execution of final Deed of Conveyance in favour of the Co-operative Housing Society or Condominium of Apartments. It is agreed that unless and until the Purchaser of various flats / units in the said building pay the proportionate amount of stamp duty and registration charges, if any, the Builder / Promoter shall not be obliged to execute or cause to be executed the final deed of conveyance in favour of the co- operative housing society / condominium of apartments.
31. ALL notices to be served on the Purchaser as contemplated by this agreement shall be if sent by the Registered A.D. Post or Under Certificate



[Handwritten signatures]

of Posting to the Purchaser at his / her / their address as specified hereinabove.

32. IT is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flat in the said building, if any, shall be exclusively to the respective Purchasers of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchaser. The Purchaser shall not enclose the said terrace till the permission in writing is obtained from the concerned local authority and the Builder/Promoter or the society.
33. a) The Builder/Promoters shall be entitled to transfer, assign, dispose off and/or sell in any manner he / she deem proper the said terrace, stilt, garage etc., to anybody. The Purchaser/s along with the other Purchaser/s will not raise any objection of whatsoever nature. The stilt and open spaces shall always be the property of the Builder/Promoters and the Promoters shall have full right and absolute authority to enclose the said stilt area of the building and further shall have the right to sell the same to any prospective Purchaser/s.
- b) The Builder/Promoters shall become the member of the society in respect of its rights and benefits concerned above. If the Builder/Promoters transfers, assigns and disposes of such rights and benefits at any time to anybody the assignee / transferee shall become the member of the society and/or the Apartment Owner's Association in respect of the said rights and benefits. The Purchaser will not have any objection to admit such assignee or transferee as the member/s of the Society.
- c) The Purchaser/s agrees that they along with the other Purchaser/s of the flats will not charge anything from the Builder/Promoter or its nominee or nominees or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for the use of such terrace, compound walls, display of advertisement or hoardings etc., for the purpose mentioned hereinabove.
34. IF the Purchaser/s wants to deletion of any amenities or changes in his/her flat then he/she will not entitled to claim any deduction in the purchase price on that account.
35. IF Additional amenities are required by the Purchaser/s, then in that event the Purchaser/s agrees to pay in advance the cost of such additional amenities as per the estimate prepared by the Promoters or the Architect of the Promoters and his decision shall be final and binding.
36. THE Builder/Promoter shall have the right to make additions and/or alterations and raise or put up additional structures, as may be permitted by concerned authorities on the terrace or the said land and/or grant right of way from the said land for development of any property adjacent to this



X
Jadhav

X
J

property. If any portion of the said land is acquired or notified to be acquired by the Government or any other Public body or authority, the Builder/Promoter shall be entitled to receive all the benefits in respect of thereof and/or compensatory FSI or all other benefits which may be permitted in lieu thereof.

37. THE transaction covered by this contract at present is not understood to be a sale liable to tax under Sales Tax Laws OR Service Tax is liable for such transaction. If however, by reason of any amendment to the constitution or enactment or amendment of any other laws, central or state, this transaction is held to be liable for tax as a sale or otherwise either as a whole or in part, in connection with this transaction are liable to be tax, the same shall be payable by the Purchaser along with the other purchasers of the building on demand at any time.

38. The Purchaser covenant with the Builder/Promoter that if at the request of the Purchasers the Builder/Promoter makes any change in the flats / other units agreed to be sold and as a result of this the Builder/Promoter have to use any materials less than the other purchasers, even then the Purchaser shall not be entitled to any reduction in the agreed price of the said flat and he / she shall be liable to pay the entire agreed price as per this agreement. Similarly, the Builder / Promoter is not bound to carry out any extra additional work for the purchasers without there being a written acceptance by the Builder/Promoter that he have agreed to execute the additional extra work for the purchaser. In case if the Builder/Promoter has agreed to do any additional extra work for the purchasers, have agreed to do any additional extra work for the purchaser, the Purchaser shall within 7 days from the date when the Builder/Promoter gives the estimated cost. If the Purchaser fails to deposit with the Builder/Promoter the estimated cost for the additional extra work agreed to be carried out by the Builder / Promoter then the Builder/Promoter shall not be liable to carry out the said additional work in the premises of the said Purchaser.

39. TILL a conveyance of the said land and building is executed the Purchaser/s shall permit the Promoter and his surveyors, agents with or without workmen and other at all reasonable times to enter into and upon the said land and building or any part thereof to view and examine the sate and condition thereof.

40. IT is also agreed and understood that the Builder/Promoter will only pay the municipal tax for the unsold flats / units and will not pay any maintenance charges like water, light etc., and the Builder/Promoter can sell the said flats / units to any prospective buyers and then such prospective buyers will become the member of the society without paying any transfer premium or any other charges.

41. THAT the Purchaser shall at no time demand partition of their interest in the said SCHEDULE hereunder written of the said building it being hereby agreed and declared by the Purchaser that their interest in the piece or



2020	
दस्ता क्र. 92392	82
94	

Radhar

X Jsh

parcel of land more particularly described in the SCHEDULE hereunder written and the building and land is impartible and it is further agreed that the Builder/Promoter shall not be liable to execute a transfer deed in favour of the Purchaser unless the Builder/Promoter decided to submit the entire building to the provisions of the Maharashtra Apartment Ownership Act, 1970.

42. IN case for any reason whatsoever if the Purchaser would terminate this agreement he / she shall be entitled to a refund of sale price already paid by him / under this agreement deducting therefrom an amount of 20% towards damages. But he / she shall not be entitled to any interest on the sale price paid by him / her to the Builder/Promoter herein. Further it is hereby specifically agreed between the parties that the Builder/Promoter shall be liable to refund the said price only after they would get the fresh booking for the said premises from another intending purchaser/s and that he has received the money from the said intending purchaser of the said premises.

43. Notwithstanding any other provisions of this agreement the Builder/Promoter shall :-

- To form a separate / combined cooperative housing society or limited Company or condominium of apartment or any other body or bodies of Purchaser/s to be formed and constituted.
- To decide and determine how and in what manner the infrastructure including the common utility areas such as gardens, open spaces, roads etc. may be transferred and/or conveyed /assigned/leased.
- To provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads, if any.
- To decide from time to time to what extent the building/s along with land appurtenant to its transferred to the respective body formed.
- To decide from time to time when and what sort of document of transfer should be executed.
- To grant of right of access / way and / or other easement rights to the adjacent buildings, plots of the said entire property.

१२	
१२३७२	२०१०
१२	४२

44. It is clearly understood and agreed by and between the parties hereto that the Builder/Promoters shall have the unqualified and unfettered right to sell on ownership basis to anyone of their choice, the garden in the compound and the terrace above the top floor of the said building subject to the necessary means of access to be permitted for such purpose so as to reach the water tank. The Purchaser/s Occupant of such terrace/garden shall be entitled to make use of the same for the purpose whatsoever, as permissible by law. However, the Purchaser/s Occupant of such terrace/garden shall not enclose or cover the said terrace/garden without the written permission of the Builders and/or the society or such body formed, as the case may be and Municipal Corporation and other concern authorities.

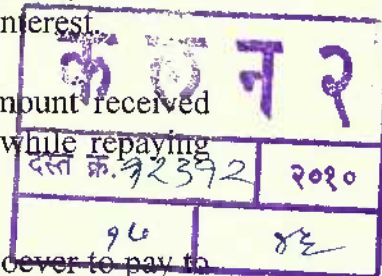
Jadhav

JH

45. It is specifically declared that if the Builder/Promoter provides the facility of borewell then the Builder/Promoter shall have full right and absolute authority to grant the water connection / supply to any adjoining buildings / societies and the Purchaser/s herein along with the other Purchaser/s shall not raise any objection for such grant of facility of borewell water and use of such borewell water by the Builder/Promoter for construction of other buildings in the adjoining properties.
46. THE Purchaser/s is aware that the Builder/Promoter shall be paying the maintenance, municipal taxes, local taxes and all outgoing as aforesaid in respect of whole of the property for and on behalf of the Purchaser/s of the flats and it shall be the paramount responsibility and obligation of the Purchaser/s to pay all the outgoing regularly. In the event of the default being committed by the Purchaser/s herein or any of the Purchaser/s of any other units and in such event the Builder/Promoter shall not be bound to pay the outgoings for and on behalf of such defaulting persons and in the event of any essential supply being disconnected, it shall be the responsible of the Purchaser/s together in respect of the flats in respect of which possession has been given by the Builder/Promoter.
47. IF the Purchaser intends to cancel this agreement with having good and reasonable grounds, he / she shall give written application to the Builder/Promoter and on cancellation of the agreement he / she shall give six months period to the Builder/Promoter within which period the Builder/Promoter shall arrange to refund the moneys collected by them on account of the installments of the said premises without any interest.

The Builder/Promoter shall forfeit the 20% of the total amount received from the Purchaser as and by way of liquidated damages, while repaying the money paid by the Purchaser.

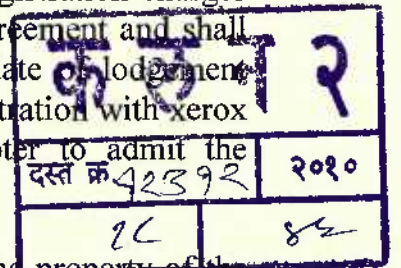
48. If the Purchaser neglects, omits or fails in any manner whatsoever to pay to the Builder/Promoter any of the amounts due and payable by the Purchaser under the terms and conditions of the agreement (whether before or after delivery of possession) within the time herein specified or if the Purchaser shall in any other way fails to perform or observe any of the covenants and stipulations or his part thereto contained or referred to, the Builder/Promoter shall be entitled to re-enter and resume possession of the said flat / other unit etc, and of everything whatsoever therein contained and this agreement shall cease and stand terminated and the earnest money and other amounts already paid by the Purchaser to the Builder/Promoter shall be refunded to the Purchaser in respect of the said premises and the Purchaser shall have no claim in or upon the said premises and the Purchaser hereby agree to forfeit all his rights, title and interest in the said premises and in such event the Purchaser shall be liable to be immediately ejected as trespasser but the right given by this clause to the Builder/Promoter shall be without prejudice to the other rights, remedies and claims, whatsoever at law or under this agreement of the Builder/Promoter against the Purchaser.



X
Hav

X
JH

49. IN the event of the society or corporate body being registered before the sale and disposal by the Builder/Promoter of all the flats/units in the said building, the power and authority of the society or the corporate body so formed or of the Purchaser herein and other Purchasers of the flat shall be subject to the overall powers of the Builder/Promoter in any matter concerning the building construction and completion thereof and the Builder/Promoter shall have absolute authority and control as regards the unsold flats, the balance floor space and its disposal thereof.
50. THE Purchaser herein has desired to avail the special amenities over and above the general amenities as mentioned in the Annexure hereto and the Purchaser has agreed to pay the extra consideration as mentioned in the supplemental agreement for providing amenities. It is further agreed and understood by and between the parties that the said amenities shall be provided only on payment of installment as mentioned in the supplemental agreement and that such agreement shall form a part and parcel of this agreement.
51. THE Purchaser shall lodge at his own costs as to the registration charges for registration within two months of the date of this agreement and shall intimate the Builder/Promoter within 7 days from the date of lodgement and serial number under which the same is lodge for registration with xerox copy of receipt in order to enable the Builder/Promoter to admit the execution of the same.
52. THE stilt, basement and garage if any, shall always be the property of the Promoters / Builders and the Promoters / Builders have full right and authority to enclose the said stilt area of the building and further right to sell the same to any prospective Purchaser/s and the Purchaser/s herein along with other Purchaser/s will not take any objection for the same and the Purchaser/s has only the right in respect of the flat agreed to be purchased by him or her.
53. THE Builder/Promoter shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules, regulations etc.,
54. IT is brought to the notice of the Purchaser that the electric meters of all the flats as well as the water meters will be in the name of the Builder/Promoters/Owners/Secretary herein and the Purchasers and / or their society shall get the same transferred in their favour and the Builder/Promoter herein will grant the no objection as and when required.
55. The Purchaser has seen the layout of the proposed building complex and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the premises in the said complex and accordingly the Purchasers of the

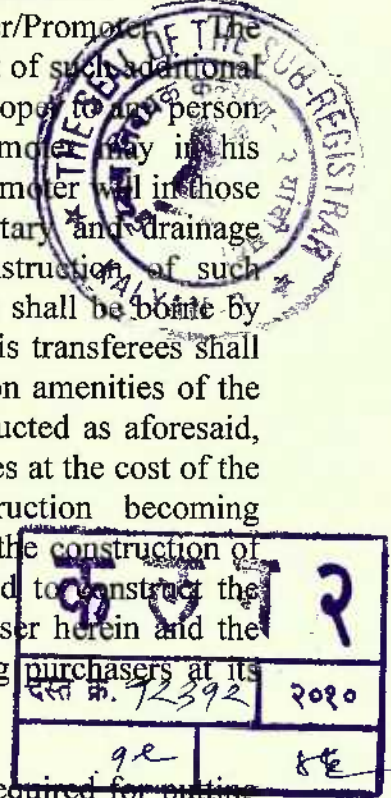


Signature

Signature

premises in the said complex and the different common organization will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.,

56. It is agreed that if before the execution of the conveyance in favour of the proposed society and further construction on the land is allowed in accordance with the rules and regulations of the municipal corporation then the Builder/Promoter would be entitled to put up additional or other construction without any hindrance by the Purchaser. Provided that any payment may have to be made to the municipal corporation. For such additional construction shall be paid by the Builder/Promoter. The Developers shall be entitled to sell premises forming part of such additional construction in such manner as they may think fit and proper to any person or persons for such consideration as the Builder/Promoter may in his absolute discretion deem fit and proper. The Builder/Promoter will in those events be entitled to connect the electric meter, sanitary and drainage connections provided however that all costs of construction of such additional floors and the connection to be made thereto shall be borne by the Builder/Promoter. The Builder/Promoter and / or his transferees shall have the right to use all the staircases and other common amenities of the building. In the event of additional floors being constructed as aforesaid, the water tank shall be shifted to the top of such structures at the cost of the Builder/Promoter. Even if any additional construction becoming permissible on the said building after the completion of the construction of the said building, the Builder/Promoter shall be entitled to construct the same and to sell the additional tenements. The Purchaser herein and the members of the society shall admit such new intending purchasers at its members.

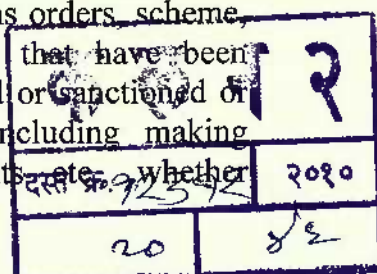


57. In the event of any portion of the said property being required for putting up an electric sub-station, the Builders/Promoters shall be entitled to give such portion to the concerned body for such purpose on such terms and conditions as the Promoters shall think fit.
58. THE Purchaser shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the premises allotted to the purchaser.
59. After the possession of the premises is handed over to the Purchaser if any additions or alterations in or about or relating to the said building are thereafter required to be carried out by the Government, municipality or any statutory authority the same shall be carried out by the Purchaser in co-operation with the Purchaser of the other premises in the said building at his own costs and the Builder/Promoter shall not be in any manner be liable or responsible for the same and for any damage caused to the building.
60. IT is hereby agreed that the Promoters shall be at liberty to amalgamate and / or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so

Signature *Signature*

amalgamated / combined sanctioned from the planning authority and in such event form and get registered cooperative housing society of all the flats Purchaser/s in the said buildings and the Purchaser/s herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (Purchaser/s of the adjacent land for the purpose of development) the Promoter shall be at liberty and / or entitled to grant a right of way from or through the aid land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Purchaser/s herein shall not object the said right of the Promoter in any manner.

61. The Purchaser/s hereby declare and confirm that he / she have entered into this agreement, after reading and having understood the contents of all the aforesaid exemption order, building permissions, deeds, documents, writings and papers and all disclosures made by the Builder/Promoter to the Purchaser/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the Municipal Corporation and all other concerned government bodies and authorities and also subject to the Builder/Promoter's right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, utilise, consume and exploit the entire balance and additional floor space index available on the said property as entire transferable development rights as may be permissible by law.
62. The Purchaser/s agree and undertake to observe, abide by and comply with all the terms, conditions and stipulations of all exemptions orders, scheme, building permission, sanctions, approvals, NOCs etc., that have been granted or sanctions and which may hereafter be granted or sanctioned or imposed by any authority, statutory or otherwise, including making payment of all amounts, charges, expenses, deposits etc. whether refundable or not.
63. All terms, conditions and covenants of this agreement, including the powers, authorities, permission and covenant given by the Purchaser/s to the Builder/Promoter herein shall remain valid, operative, binding, continuous, subsisting, irrevocable and in full force and effect even after the occupation / possession of the said premises is handed over to the Purchaser/s under the possession of the said building is handed over to the said organization and the deed of conveyance is executed.
64. The Builder/Promoter shall have full right, absolute authority and shall be entitled to sell, assign, mortgage, charge, encumber or otherwise deal with all or any of their rights, title, benefits and interest in respect of the said property, and / or the said building or any part thereof, including for the purpose of raising finance, monies for the development of the said property or otherwise, subject to the rights of the Purchaser/s under this agreement.
65. It is expressly agreed that the Developers shall be entitled to put a hoarding and / or cable network station mobile phone set up or station on the said



Indhar

JH

property or on the building to be constructed on the said property and the said hoardings may be illuminated or comprising of neon sign or such other type or mode as may be designed by the Builder / Promoter and for the purpose Builder / Promoter is fully authorized to allow temporary or permanent construction or erection in installation either on the exterior or the said building or on the property as the case may be and the Purchaser/s agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance. The Builder / Promoter or his nominees along with the society to be formed shall be entitled to the income that may be derived by display of such advertisement or installation of cable network or mobile phone station, any time hereafter in the ratio of 75% to the Promoter and 25% to the society when formed and registered. The Purchaser/s shall not be entitled to any abatement in the price of the said premises or to object to the same for any reason and shall allow the Builder / Promoter, his agents, servants etc., to enter into the said property including the terraces and other open spaces in the building for the purpose of putting and / or preserving and / or maintaining and / or removing the advertisements and / or hoardings, neon lights or such installations etc. The Builder / Promoter shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the Society shall not raise any objection thereto.

66. THE Builder/Promoter shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules, regulations etc.,
67. PROVIDED and ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives or between Purchasers of other premises in the said building, and the Builder/Promoter in respect of the construction of these presents or concerning anything hereto contained or arising out of the premises or as the rights liabilities or the duties of the said parties hereunder the same shall be referred to Arbitrators of two persons one to be appointed by the Purchaser or all other Purchasers together and one by the Builder/Promoter. The Arbitrator so appointed shall appoint before entering upon the reference, appoint Chairman. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to such reference.
68. This agreement shall, to the extent they are statutory, always be subject to the provisions contained in the Maharashtra Ownership Flat (Regulation of Promotion, Construction, Sale, Management and Transfer) Act, 1963, (Maharashtra Act No. XV of 1997) and Rules made there under and any other provisions of Law Applicable thereto.

X
[Signature]

X
[Signature]

FIRST SCHEDULE

(Entire Property)

All those pieces and parcels of land lying, being and situate at Village Chikanghar, Taluka Kalyan, District Thane, bearing Survey No. 102 (pt) admeasuring 100 sq. metres, Survey No. 100 Hissa No. 1 (pt) admeasuring 4930 sq. metres and Survey No. 101, Hissa No. (pt) admeasuring 300 sq. metres thus totally admeasuring 5330 sq. metres within the limits of Kalyan Dombivli Municipal Corporation

SECOND SCHEDULE

(Property to be conveyed to the Society)

कलनर	
दस्त क्र. १२३९२	२०१०
२२	४८

All those pieces and parcels out of land lying, being and situate at Village Chikanghar, Taluka Kalyan, District Thane, bearing Survey No. 100 admeasuring 2555.31 sq. metres and out of this area, area under D.P. Road 1300.69 Sq. Mtrs. therefore Net area of the Plot No. 1, Building No. '1- A' is 1254.62 Sq. Mtrs. on which the said building No. '1- A' is constructed within the limits of Kalyan Dombivli Municipal Corporation



X
Gadhav

X
J.S.

IN WITNESS WHEREOF, the parties have set and subscribed their respective signatures to this writing on the day and the year first hereinabove mentioned.

SIGNED & DELIVERED
by the within named
Builder/Promoter
M/s. Sab Enterprises
Through its Authorised Signatory

1) Shri Johar Hasan Zojwala



[Signature]



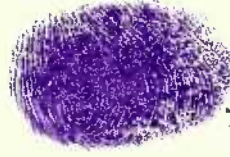
2) Shri Anant Vithal Gawli



[Signature]



SIGNED & DELIVERED
by the within named
Purchaser/s
01) Mrs. Pratibha R. Jadhav



[Signature]



02) Mr. Ramesh E. Jadhav



[Signature]



Witness:

01. Sanjay S. Gola

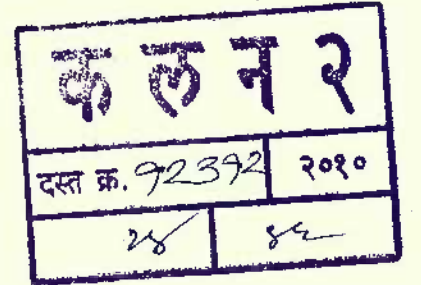
[Signature]

02.

क ल न २	
दस्ता क्र. 72372	२०१०
23	४२

RECEIPT

RECEIVED with thanks from the within named] I say received
 Purchaser/s the sum of **Rs. 1,00,000/ -**]
(Rupees One Lac Only)]
 being the part price / consideration in respect]
 of sale of the flat hereinabove mentioned .] Builder / Promoter



LIST OF AMENITIES

1. Joint free Ceramic Flooring in all Rooms.
2. Kitchen with Granite Plat form and Stainless Steel Sink
3. Tiles in Bath Room and W.C up to Door Height.
4. All Doors and Internal Doors are of Flush Door Type.
5. Windows in Powder Coated Aluminum Sliding.
6. Electric Point as per Modern Requirement
7. Walls finished with Good Quality any Powder Distemper Paint.

X
Gadhav

X
Jh

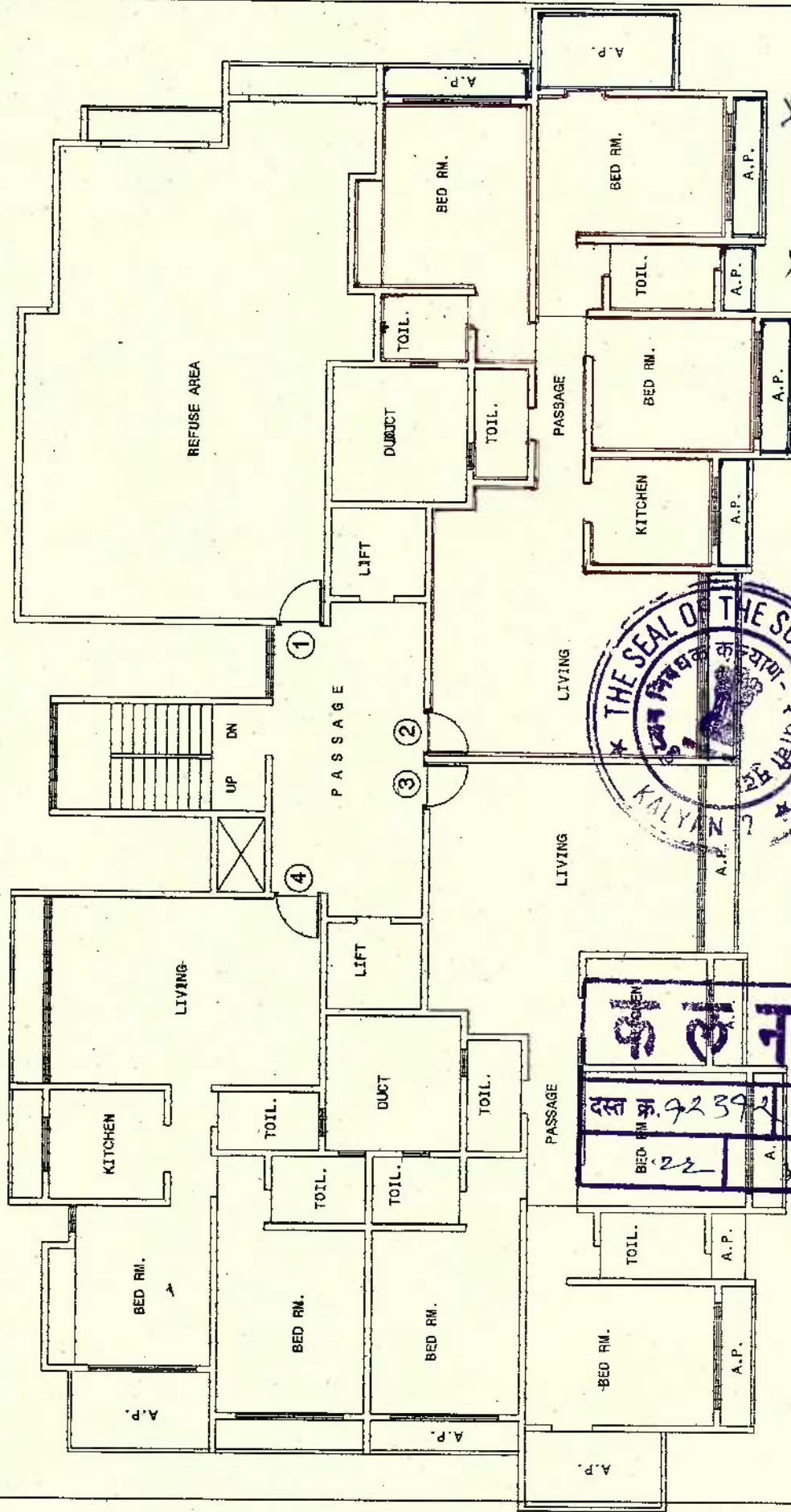
X
Honli

क ल न २	
दस्त क्र. ७२३७२	२०१०
२५	४३

DEVELOPERS - SAB ENTERPRISES
ANANT REGENCY PHASE - III - BUILDING NO. 1
K.D.M.C. APPROVAL NO 647-284 DATED 24-01-2008

PROPOSED RESIDENTIAL BUILDING ON
LAND BEARING S. NO.
100/1(pt), 101(pt), 102(pt) AT CHIKANGHAR,
KALYAN (W), DISTRICT THANE

FLAT NO. 602 OF 6th FLOOR
AREA ADMEASURING 1060 - SQ.FT. CARPET,
SQ.FT. A.P. (CARPET),
SQ.FT TERRACE (CARPET).



कलन २	
दस्ता क्र. ७२३९२	२०१०
BED RM. २२	A.P. १२

Handwritten signatures and initials:
x *padhan*
x *JS*
per
Agarwal

Date : 29.03.2010

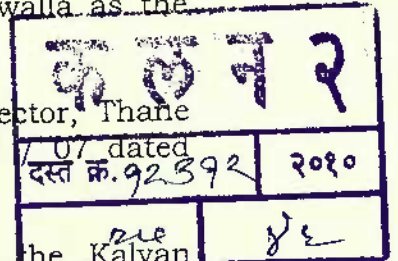
CERTIFICATE

Reg : All those pieces and parcels of land lying, being and situate at Village Chikanghar, Taluka Kalyan, District Thane bearing Survey No. 102 Hissa No. part admeasuring 100 Sq. metres, Survey No. 100 Hissa No. 1 (part) admeasuring 4930 Sq. Metres and Survey No. 101 Hissa No. part admeasuring 300 Sq. Meters within the limits of the Kalyan Dombivli Municipal Corporation belonging to Smt. Rukhminibai Vithal Gawli and Shri Anant Vithal Gawli.

READ :

1. Extracts of 7/12
2. Relevant Mutation Entries.
3. Ceiling Order under the provision of Section 8 (4) of the Urban Land (Ceiling and Regulation) Act, 1976 bearing No. D.C.KALYAN 2 6(1)/SR-48 Chikanghar dated 03.05.2006
4. Agreement for Joint Venture of "M/s. Sab Enterprises" dated 15.12.2006 registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No.8201/2006 executed between Sint. Rukhminibai Vithal Gawli and Shri Anant Vithal Gawli as the Owners and Shri Johar Hasan Zojwala as the Developers.
5. Non-Agricultural Permission granted by the Collector, Thane under No. Mahasul / K-1 / T-7 / NAP / SR-35 / 07 dated 29.03.2007.
6. Building Commencement Certificate issued by the Kalyan Dombivli Municipal Corporation under No.KDMC / NRV / BP / KV / 833-340 dated 30.03.2007 duly revised under No. KDMC / NRV / BP / KV / 647-284 dated 24.01.2008
7. Search Report.

On going through the above documents it appears that the Owners are well and sufficiently entitled to the said property and the title of the Owners to the said property is clear, marketable and free from encumbrances.



V. B. GHODVAIDYA

B.Sc., (Hons.), D.A.M., LL.M.

Advocate High Court

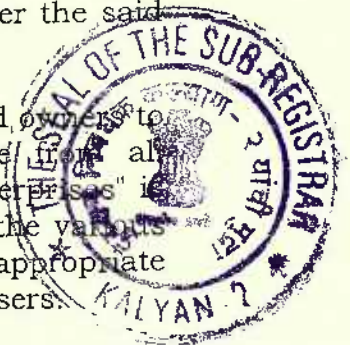
Q1, 2nd Floor, Sudhanshu Chambers, Shivaji Path, Kalyan - 421301. Tele. : 2327447, 2322526

It appears that by and under agreement for Joint Venture of "M/s. Sab Enterprises" dated 15.12.2006 registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No. 8201/2006 executed between Smt. Rukhminibai Vithal Gawli and Shri Anant Vithal Gawli as the Owners and Shri Johar Hasan Zojwalla as the Developers.

It further appears that the said property is converted to Non-Agricultural use and the Kalyan Dombivli Municipal Corporation has granted the building Commencement Certificate for the construction of the said property.

I have also gone through the search report taken at the office of Sub-Registrar of Assurances at Kalyan and the same does not reveal any entry, which may fall in the category of encumbrances over the said property.

In view of the above I hereby certify that the title of the said property is clear, marketable and free from all reasonable doubts and encumbrances and "M/s. Sab Enterprises" is entitled to develop the said property in accordance with the various permissions and sanctions to be obtained from appropriate authorities and sell the flats/units to the intending purchasers.



V. B. Ghodvaidya

(V. B. Ghodvaidya)
Advocate

क ल न २	
दस्त क्र. १२३१५	२०१०
२८	४६

गांव चिंचोळे

गां.न.क्र. ७ व १२

तालुका कोल्हापूर

भूतापन क्रमांक	भुना.क.चा. उपविभाग	भू-धारण प्रकार
900	9 पी.	
रोताचे स्वाधिक नांव -		
लागवडी योग्य क्षेत्र	एकर गुटे	हेक्टर आर प्रती
	चौ. वार	चौ. मिटर
एकूण	0-00-3	
	0-00-3	
पो.भा. लागवडी योग्य नसलेली		
वर्ग	(अ)	
वर्ग	(ब)	
एकूण		
आकारणी	रु. पैसे	
जडी अथवा विशेष आकारणी	93-00	
एकूण	93-00	

भोगवटदाराचे नांव

दुष्मिणीकिस विहो

ठावणी 2220

अनंत विहो ठावणी

3040

प्राप्ती क्रमांक

कुळाचे नांव - र.

दर

इतर



कलन २

गां.न.क्र. १२ (पिकाची नोंदवही)

वर्ग	पिकावलील क्षेत्र										पडीत व पिकास निरुपयोगी अशाजमिनी चा तपशिल		पाणी पुढळ्यांचे साधन		
	हंगाम	मिश्रपिकांचे एकूण क्षेत्र				पटक पिके व प्रत्येक पिकाचे क्षेत्र				निर्भळपिकाचे क्षेत्र					
		मिश्रपिकांचे सर्वाधिक	जलसिंचन	जलसिंचन	जलसिंचन	पिकांचे नांव	जल	सिंचित	अजल	सिंचित	अजल	सिंचित		स्वरूप	क्षेत्र
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६
			हे.आ	हे.आ		हे.आ	हे.आ		हे.आ	हे.आ		हे.आ			
2006															
2007															

असात ग्राहकूम खरी नक्कल ठेवू असे.

तारीख

६/१२/२००७

तलवडी नुमा

गांव चिकठाड गां.न.क्र. ७ व १२ तालुका चवगा

भूमापन क्रमांक	भुमा.क.चा. अपविभाग	भू-धारण प्रकार	भोगवटदाराचे नांव	घाते क्रमांक
२०११	पैकी		९५३९	कुळाचे नांव - र. गेते
रोताचे स्थानिक नांव -			श्रीमंती रुक्मीणीबाई	खंड
लागवडी	एकर गुटे	हेक्टर आर	प्रती	
योग्य क्षेत्र	चौ.वार	चौ.मिटर		
एकूण				
पो.श. लागवडी योग्य नसलेली				
वर्ग (अ)				
वर्ग (ब)				
एकूण				
आकारणी,	र.	गेते		
जडी अथवा विशेष आकारणो	०-२०			
एकूण	०-२०			



कलन २	
समीक्षाकर्ता का नाम देसा क्र. ७२५९२	२०१०
३०	४६

[illegible]

आसल' बाहुकुम छरी नक्कल रुजू आरो.

तारीख

494200

गांव चिळोद गां.न.क्र. ७ व १२ तालुका कोर्याप

भूपापन क्रमांक	भुना.क.चा. उपविभाग	भू-पापन प्रकार	भोगवटदाराचे नांव	खाते क्रमांक
१०२	१०२		१५३९ २२२०	
रोताचे स्थानिक नांव -			अमल विठ्ठल गवली	कुळाचे नांव - र. पेंते
लागवडा योग्य क्षेत्र	एकर गुठे चौ. वार	हेक्टर आर चौ. मिटर	३०५०	खंद
			सुखमीनीबाई विठ्ठल गवली	इतर अधिकार -
			४९३९	
पो.ख. लागवडी योग्य नसलेली				
वर्ग (अ)				
वर्ग (ब)				
एकूण				
आकारणी		र. घेणे		
जडी अथवा विशेष आकारणी		०-१२	२००९	
एकूण		०-१२		



गां.न.क्र. १२ (पिकाची त्रेंदवही)

वर्ष	पिकाव्यालील क्षेत्र										पडीत व पिकास निरुपयोगी अशा जमिनीचा तपशील		पानी पुढल्यांचे साधन	जमीन काढ्यातचे नांव	अ.रा.
	हंगाम	मिश्रपिकांचे एकूण क्षेत्र			पटक पिके व प्रत्येक पिकाचे क्षेत्र		निर्मळपिकांचे क्षेत्र			स्वरूप	क्षेत्र				
		मिश्रपिकांचे संकेतांक	जलसिंचन	जलसिंचन	पिकांचे नांव	जलसिंचित	अजलसिंचित	पिकांचे नांव	जलसिंचित			अजलसिंचित			
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	
			हे.आ	हे.आ		हे.आ	हे.आ		हे.आ	हे.आ		हे.आ			

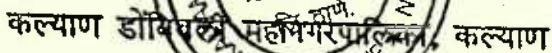
असल बाहुकुम खरी नक्चलत रुजू आले.

तारीख

६/१५/२००६

तारीख - ६/१५/२००६
ता. कल्याण

क ल न २	
वस्त क्र. १२३९२	२०१०
३१	४६



कल्याण
जा.क्र.कडोमपा/नरवि/बाप/कवि/ २४७-२८
कल्याण डोंबिवली महानगरपालिका, कल्याण
दिनांक:- २४-१-०६

₹ 50.00 च्यामि.

विषय:- स.ज. १००/१पे १००पे १०२पे सि.स.ज. -
 फ्लॉट नं. - मोजे - शिव मण्डल

येथे बांधकाम करण्याच्या मंजूरीबाबत

संदर्भ:- १) आपला दि. ०८/०८/०८ रोजीचा झी. दिलिप सांबडे वास्तुशिल्पकार,
यांचे मार्फत सादर केलेला अर्ज.
२) अंतर्निम आदेशपत्र क्र. जा.क्र.कडोमपा/नरवि/बाप/कवि/ ७३८-३०४
दिनांक:- २३.२.०८

स.नं. १००/१ पै. १०१ पै. १०२ पै. स.नं. —

मौजे- विष्णुध्व

मध्ये ५ ३३०.०० चौ.मी. भुखंडाचा विकास करण्यास मुंबई प्रांतिक
२५३ अन्वये बांधकाम करण्यासाठी केलेल्या दि. ०१/१०/१९६७ च्या अर्जास
मालकीच्या ५ ३३०.०० चौ.मी. बांधकाम विभागाने दि. ०१/१०/१९६७ च्या अर्जास

[illegible]

इमारत क्र०- स्त्रील्ल + लक्ष्मी + १२ मजल + ३ वा मजला (रंछना सींग, इ
क्र० २, ३ - स्त्रील्ल + ६ मजल (रंछना सींग)

- १) हे बांधकाम प्रारंभ प्रमाणपत्र दिल्याचे तारखेपासून एक वर्षांपर्यंत या असेल, नंतर पुढील वर्षासाठी मंजूरीपत्राचे नूतनीकरण मुदत संपण्याआधी करणे आवश्यक आहे. नूतनीकरण करताना किंवा नवीन परवानगी घेताना त्यावेळी अस्तित्वात आलेल्या नियमांच्या व नियोजित विकास योजने अनुषंगाने छाननी करण्यात येईल.
- २) नकाशात हिरव्या रंगाने केलेल्या दुरुस्त्या आपल्यावर बंधनकारक राहतील.
- ३) बांधकाम चालू करण्यापूर्वी सात दिवस आधी महापालिका कार्यालयास लेखी कळविण्यात यावे.
- ४) ही परवानगी आपल्या मालकीच्या कब्जातील जमीनीव्यतिरिक्त अन्य जमीनीवर बांधकाम अगर विकास करण्यास हक्क देत नाही.
- ५) इमारतीचे बांधकाम या सोबतच्या मंजूर केलेल्या नकाशाप्रमाणे आणि घालून दिलेल्या अटीप्रमाणे करता येईल.
- ६) वाडेपिंत व जोत्याचे बांधकाम झाल्यानंतर वास्तुशिल्पकारचे, मंजूर नकाशाप्रमाणे वाडेपिंतीचे व जोत्याचे बांधकाम केल्याबाबतचे प्रमाणपत्र महानगरपालिकेस सादर करण्यात यावे, व ते या कार्यालयाकडून तपासून घेउन "जोते पूर्णत्वाचा दाखला" घेण्यात यावा व त्यानंतरच पुढील बांधकाम करण्यात यावे.
- ७) सदर अभिन्यासात कोणत्याही प्रकारचा फेरफार पूर्व परवानगी घेतल्याशिवाय करू नये; तसे केल्याचे आढळू आल्यास सदरचे बांधकाम प्रारंभ प्रमाणपत्र रद्द झाले असे समजण्यात येईल.
- ८) इमारतीच्या बांधकामाच्या सुरक्षिततेची (स्ट्रक्चरल सॅफ्टी) जबाबदारी सर्व्वी आणले वास्तुशिल्पकार व स्थापत्य विशारद यांचेवर राहिल.
- ९) नकाशात दाखविलेल्या गाळ्यांच्या संख्येमध्ये व नियोजनामध्ये पूर्वपरवानगीशिवाय बदल करू नये. तसेच प्लॉटच्या हददीत इमारती भोवती मोकळ्या सोडावयाच्या जागेत बदल करू नये व त्यामध्ये कोणत्याही प्रकारचे बांधकाम करू नये.
- १०) नागरी जमीन कमाल मर्यादा अधिनियम १९७६ मधील तरतुदी प्रमाणे जागा बाधित होत असल्यास त्याची सर्व्वस्वी जबाबदारी आपलेवर राहिल.
- ११) भूखंडाकडे जाण्या-येण्याच्या मार्गाची जबाबदारी संपूर्णपणे आपलेकडे राहिल. बांधकाम प्रारंभ प्रमाणपत्र नियोजित रस्त्याप्रमाणे दिले असल्यास त्या रस्त्याचे काम महानगरपालिकेच्या सोयी प्रमाणे व प्राधान्याप्रमाणे केले जाईल व तसा रस्ता होईपर्यंत इमारतीकडे जाणाऱ्या येणाऱ्या मार्गाची जबाबदारी सर्व्वस्वी आपली राहिल.
- १२) जागेत जुने भाडेकरू असल्यास त्यांच्याबाबत योग्य ती व्यवस्था करायची जबाबदारी मालकाची राहिल व मालक-भाडेकरू यांमध्ये काही वाद असल्यास किंवा निर्माण झाल्यास त्याचे निराकरण मालकाने करणे आवश्यक राहिल व त्याबाबतीत महानगरपालिका जबाबदार राहणार नाही.
- १३) सदर जागेत विहीर असल्यास ती संबंधित विभागाच्या परवानगी शिवाय खुजवू नये.
- १४) सदर जागेतून पाण्याचा नैसर्गिक निचरा होत असल्यास तो जलनिःसारण विभाग, (क.डों.म.पा.)च्या परवानगी शिवाय वळवू अथवा बंद करू नये.

१४३) सदर बांधकामाच्या देवरेखीव्याली पुस्तकीत बांधकाम हे भूतपरोक्ष
 कल्याण नगरपालिका क्षेत्रात बांधकाम सुद्धा करणेपूर्वी बांधकाम पूर्णतेचा
 दाखला घेताना सादर करणे आवश्यक आहे.

- १५) सदर प्रकरणी घुकीची व अपुर्ण माहिती दिली असल्यास सदर बांधकाम प्रारंभ प्रमाणपत्र रद्द समजण्यात येईल.
- १६) बांधकामाचे साहित्य रस्त्यावर टाकावयाचे झाल्यास महापालिकेच्या बांधकाम खात्याची परवानगी घेणे आवश्यक राहिल व त्याकरीता नियमाप्रमाणे लागणारी रक्कम (दंड झाल्यास त्यासह रक्कम) भरावी लागेल.
- १७) तसेच निरूपयोगी साहित्य महापालिका सांगिल त्याठीकाणी स्वखर्चाने वाहून टाकणे बंधनकारक राहिल.
- १८) प्रस्तुत भूखंडास विण्याचे पाणी महानगरपालिकेकडून उपलब्धतेनुसार दिले जाईल व त्यासाठी आवश्यक ती जलवाहिनी कल्याण डोंबिवली महानगरपालिकेच्या पाणी पुरवठा विभागाकडून दिलेल्या निर्देशानुसार स्वखर्चाने टाकणे आवश्यक राहिल. तसेच रेल वॉटर हाव्होस्विंगवायत पाणीपुरवठा विभागाकडून निर्देश घेऊन त्याप्रमाणे अंमलबजावणी करणे आपणावर बंधनकारक राहिल.
- १९) सदर जागेत बांधकाम करण्याबाबतचा पूर्वीचा भरवना असेल तर तो या बांधकाम प्रारंभ प्रमाणपत्रामुळे रद्द झाला असे समजण्यात यावे.
- २०) गटारचे व पायसांच्या पायसांच्या निचर होणेकारिता महानगरपालिकेच्या गटारस जोडणेसाठी पक्क्या स्वरूपाची गटारे बांधवीत, तसेच बांधकामासाठी नळाचे कनेक्शन मिळणार नाही त्यासाठी संबंधितांनी स्वतः बांधकामासाठीच्या पाण्याची व्यवस्था करावी.
- २१) नकाशात रस्तारुंदीकरणाखाली दर्शविलेली जमीन तसेच अंतर्गत रस्ते, सार्वजनिक रस्त्याचा भाग समजण्यात येईल तसेच भविष्यात रस्ता रुंदीकरणासाठी जागा लागल्यास ती क.डो.म.पा.स विनामूल्य हस्तांतरित करावी लागेल.
- २२) रेल्वेकडून प्रस्तावातील सर्व भूखंड रस्ते, खुल्या जागा, यांची प्रस्तावित नकाशाप्रमाणे जागेवर आखणी ता.नि.भू.अ. यांचे मार्फत करून घ्यावी. व त्याचकडील प्रमाणित मोजणी नकाशाची प्रत, बांधकाम प्रारंभ प्रमाणपत्र दिल्यावर ताखेपासून एक वर्षाचे आत सादर करावी.
- २३) भूखंडातील विकास योजना रस्ते क.डो.म.पा.च्या सार्व.बांधकाम विभागाच्या निर्देशाप्रमाणे खडीकरण व गटार विकासात करून क.डो.म.पालिकेस विनामूल्य हस्तांतरित करावे.
- २४) भूखंडातील आरक्षित भाग भरणे करून व बांधकामाचे बांधकाम करून रितसर करताना व खरेदीद्वारासह क.डो.म.पा.स विनामूल्य हस्तांतरित करावे.
- २५) जलनिःसारण विभाग व मलनिःसारण विभाग, अग्निशमन विभाग, पाणी पुरवठा विभाग, उद्यान विभाग, क.डो.म.पा. यांचे कडील ना-हरकत दाखला बांधकाम नकाशासह सादर करावा.
- २६) जागेच्या मालकी हक्काबाबत काही माद असल्यास अथवा निर्माण झाल्यास त्याचे संपूर्ण निपटारा करण्याची जबाबदारी आपली राहिल.
- २७) वरीलप्रमाणे सर्व ना-हरकत दाखल्यानुसार इमारतीचे नकाशात फेरबदल करणे आपणावर बंधनकारक राहिल.
- २८) नकाशात दाखविल्याप्रमाणे बांधकामाचा फक्त राहणेसाठी/वाणिज्य/औद्योगिक/औद्योगिक-उपयोग करवा.
- २९) भूखंडाचा पोहोच रस्ता पक्क्या स्वरूपात तयार केलेल्याखेरीज वापर परवाना मिळणार नाही.
- ३०) बांधकाम पूर्णत्वाचा दाखला घेतल्याशिवाय इमारतीचा वापर सुरू करता येणार नाही. बांधकाम पूर्णतेच्या दाखल्यासाठी, वास्तुशिल्पकार व स्थापत्यनिशाद यांच्या विहित नमुन्यातील दाखल्यासह रितसर प्रस्ताव सादर करण्यात यावा. **अन्वया प्रमाणे ली म्हायती कुरव्यान भईल.**
- ३१) कल्याण डोंबिवली महानगरपालिकेच्या निर्देशाप्रमाणे इमारतीत सौरऊर्जा उपकरणे बसवणे आवश्यक आहे.
- ३२) ओल्या व सुक्या कच-यासाठी स्वतंत्र कचराकुंड्यांची व्यवस्था करावी.
- ३३) या परवानगीव्दारे मंजूर केलेल्या इमारतीचे व तदनुषंगीक बांधकामामध्ये फ्लायअॅश विट्या व फ्लायअॅश त्रेमासिक अहवाल सादर करणे बंधनकारक राहिल.
- ३४) पाणी पुरवठा उपलब्ध करून देण्याची जबाबदारी पाणी पुरवठा सुधारणा बोर्डापर्यंत महानगरपालिकेची राहणार नाही.
- ३५) सदर बांधकाम प्रारंभप्रमाणपत्रासोबत संदर्भात अंतरिम पत्र सोबतचा नकाशा कपाट दि. रक्कम.



कल न २	
नगरपालिका अहवाल	
दस्तावेज क्र. 42394	२०१०
३३	४८

इशारा:- मंजूर बांधकाम प्रस्तावाविरुद्ध केलेल्या अनधिकृत फेवदलाबाबत आगण महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम १९६६ च्या तरतुदी नुसार दखलपात्र गुन्हास पात्र राहाल.

- १) ठा आयुक्त अनधिकृत बांधकाम विभाग, क.डो.म.पा.कल्याण.
- २) करनिर्धारक व संकलक क.डो.म.पा.कल्याण.
- ३) विद्युत विभाग, क.डो.म.पा.कल्याण.
- ४) पाणीपुरवठा विभाग, क.डो.म.पा.कल्याण.

सहाय्यक संचालक नगररचना/न्यायसमाचार-
 कल्याण डोंबिवली महापालिका, कल्याण.

वाचले :-

१. श्रीमती रुक्मिणीबाई विठ्ठल गवळी व इतर १ यांचे कु.गू. श्री जोहर हसन झोडावाला रा. राणी मेन्शन, १ ला मजला, मुरबाड रोड, कल्याण (प) यांचा दि. २६/२/२००७ रोजीचा अर्ज.
२. तहसिलदार कल्याण यांचेकडील चौकशी अहवाल क्र. जमिनबाब/टे.२/कावि-४२५ एसआर-२५/०७, दि.८/३/२००७, २)पत्र क्र. जमिनबाब/टे.२/कावि-४२५/एसआर-२५ दि. ८/३/२००७
३. कल्याण महानगर पालिका यांचेकडील बांधकाम परवानगी जा.क्र. कडोंमपा/नरवि/बांण/डोंबि/७३८-३०४ दि. २३/२/२००७
४. उपजिल्हाधिकारी व सक्षम प्राधिकारी उल्हास नगर नागरी संकुलन ठाणे यांचेकडील आदेश क्र.युएलसी/युएलएन/६(१)/एसआर-४८/चिकणघर, दि ३/५/२००६,
५. सामान्यशास्त्रा (भूसंपादन विभाग) यांचेकडील पत्र क्र. सामान्य/का-४/टे-३/भूसं/कावि-१५३ दिनांक १६/३/२००७
६. दैनिक 'महाराष्ट्र जनमुद्रा' या वृत्तपत्रांमध्ये दि. २८/२/२००७ रोजी प्रसिध्द केलेला जाहिरनामा.
७. अर्जदार यांनी सादर केलेले दिनांक २६/२/२००७ रोजीचे हमीपत्र.

आदेश :-

ज्या अर्थी श्रीमती रुक्मिणीबाई विठ्ठल गवळी व इतर १ यांचे कु.गू. झोडावाला रा. राणी मेन्शन, १ ला मजला, मुरबाड रोड, कल्याण (प) यांनी कल्याण तालुक्यातील मौजे - चिकणघर येथील स. नं. १००/१पै, १०१पै, १०२पै ७/१२ प्रमाणे क्षेत्र ५३३०.०० चौ.मी पैकी २९३२.५० चौ.मी. एवढ्या जागेचा रहिवास व वाणिज्य प्रयोजनार्थ वापर करण्याची परवानगी मिळण्याबाबत अर्ज केलेला आहे.

आणि ज्या अर्थी अर्जदार यांनी दि. २८/२/२००७ रोजी दैनिक 'महाराष्ट्र-जनमुद्रा' या वृत्तपत्रांत जाहिरात दिलेली होती व त्यावर विहित गुदतीत कोणतीही हरकत/तक्रार या कार्यालयाकडे प्राप्त झालेली नाही.

त्या अर्थी आता महाराष्ट्र जमीन महसुल अधिनियम १९६६ चे कलम ४४ अन्वये जिल्हाधिकारी ठाणे यांच्याकडे निहित करण्यांत आलेल्या अधिकारांचा वापर करून उक्त जिल्हाधिकारी याद्वारे १) श्रीमती रुक्मिणीबाई विठ्ठल गवळी २) श्री अनंत विठ्ठल गवळी, यांना मौजे चिकणघर स. नं. १००/१पै, १०१पै, १०२पै ७/१२ प्रमाणे क्षेत्र ५३३०.०० चौ.मी पैकी २९३२.५० चौ.मी. मधील रहिवास २७५४-५० चौ.मी. व वाणिज्य १७८-०० चौ.मी. एवढ्या जागेचा बिगरशेतवई प्रयोजनार्थ वापर करण्याची परवानगी बाबत, मुदलील, भूविवर, अनंजा (परमीशन) देण्यांत येत असून कल्याण डोंबिवली महानगरपालिका येथील मुरबाड रोड बांधकाम नकाशाप्रमाणे खालील क्षेत्रावर बांधकाम अनुज्ञेय नाही.

- | | |
|---------------|----------------|
| १. प्रपोज रोड | १८८०.०० चौ.मी. |
| २. आर. जी. | ५१७.०० चौ.मी. |

त्या शर्ती अशा:-

१. ही परवानगी अधिनियम त्याखालील केलेले नियम यांना आधीन ठेवून देण्यांत आलेली आहे.

दस्त क्र. १२३१२		२०१०
३४	४६	

२. अनुज्ञाप्राप्ती व्यक्तीने (पॅटीने) अशा जमीनीचा वापर व त्यावरील इमारतीच्या आणि किंवा अन्य बांधकामाचा उपयोग उक्त जमीनीचा ज्या प्रयोजनार्थ उपयोग करण्यास परवानगी देण्यात आली असेल त्या प्रयोजनार्थ केवळ केला पाहिजे. आणि त्याने अशी जमीन किंवा तिचा कोणताही भाग किंवा अशा इमारत यांचा इतर कोणत्याही प्रयोजनार्थ जिल्हाधिकारी आणि यांच्याकडून तशा अर्थाची आगाऊ लेखी परवानगी मिळविल्याशिवाय वापर करता कामा नये. इमारतीच्या वापरावरून जमीनीचा वापर ठरविण्यांत येईल.
३. अशी परवानगी देणा-या प्राधिकार-याकडून अशा भूखंडाची किंवा त्यांचे जे कोणतेही उपभूखंड करण्या बाबत मंजूरी मिळाली असेल त्या उपभूखंडाची आणखी पोटविभागणी करता कामा नये.
४. अनुज्ञाप्राप्ती व्यक्तीने (अ) जिल्हाधिकारी व संबंधित नगरपालिका प्राधिकरण यांचे समाधान होईल अशा रीतीने अशा जमीनीत रस्ते, गटारे वगैरे बांधून आणि (ब) भूमापन विभागा कडून अशा भूखंडाची मोजणी व त्यांचे सीमांकन करून ती जमीन या आदेशाच्या तारखे पासून एक वर्षाच्या आत मंजूर आराखड्या प्रमाणेच काटेकोरपणे विकसित केली पाहिजे. आणि अशा रीतीने ती जमीन विकसित केली जाई पर्यंत त्या जमीनीची कोणत्याही रीतीने विक्री लावता कामा नये.
५. अनुज्ञाप्राप्ती व्यक्तीस असा भूखंड विक्रायचा असेल किंवा त्यांनी इतर कोणत्याही व्यक्तीला लावायची असेल तर अशा अनुज्ञाप्राप्ती व्यक्तीने तो भूखंड या आदेशात आणि आदेशाच्या नमुद केलेल्या शर्तीचे पालन करूनच विकणे किंवा अशा शर्तीनुसारच त्याचा उपभोग घ्यायचा विलेवाट लावणे आणि त्यांचे निष्पादित केलेल्या विलेखात तसा खास उल्लेख करणे हे बांधकाम करताना असेल.
६. या सोबत जोडलेल्या स्थळ आराखड्यात आणि किंवा इमारतीच्या नकाशात निर्दिष्ट केलेल्या प्रमाणे इतक्या जोते क्षेत्रावर बांधकाम करण्या विषयी ही परवानगी देण्यात आलेली आहे. सदर भूखंडातील नकाशात दर्शविल्या प्रमाणेच उर्वरित क्षेत्र विना बांधकाम करू नये. सोडले पाहिजे.
- ६अ. प्रस्तावित बांधकाम हे नकाशात दर्शविलेल्या मजल्या पेक्षा जास्त मजल्याचे असेल तर...
७. प्रस्तावित इमारत किंवा कोणतेही काम (असल्यास) त्यांच्या बांधकामास सुरुवात करण्यापुर्वी अनुज्ञाप्राप्ती व्यक्तीने (पॅटीने) कल्याण-डोंबिवली महानगरपालिका यांची असे बांधकाम करण्या विषयाची आवश्यक ती परवानगी मिळविणे हे अशा व्यक्तीवर बंधनकारक असेल.
८. अनुज्ञाप्राप्ती व्यक्तीने सोबत जोडलेल्या नकाशात दर्शविल्या प्रमाणे सीमांतिक मोकळे अंतर (ओपन माजीनल डिस्टेंसेस) सोडले पाहिजे.
९. या आदेशाच्या दिनांक पासून एक वर्षाच्या कालावधीत अनुज्ञाप्राप्ती व्यक्तीने अशा जमीनीचा विमर शेती प्रयोजनार्थ वापर करण्यास सुरुवात केली पाहिजे. मात्र वेळोवेळी असा कालावधी वाढविण्यांत आला असेल तर ती गोष्ट अलाह्या. अनुज्ञाप्राप्ती व्यक्तीने उपरोक्त प्रमाणे न केलेल्या ही परवानगी रद्द करण्यांत आली असल्याचे मगजण्यांत येईल.



२	
२३९२	२०१०
३५	४२

अनुज्ञाग्राही व्यक्तीने अशा जमीनीचे विंगर शेतकी प्रयोजनार्थ वापर करण्यास ज्या दिनांका पासून सुरुवात केली असेल किंवा ज्या दिनांकास त्याने अशा जमीनीच्या वापरात बदल केला असेल तर तो दिनांक त्याने एक माहिन्याच्या आत तलाठ्या मार्फत कल्याण तहसिलदारास कळविले पाहिजे. जर तो असे करण्यास चुकले तर महाराष्ट्र जमीन महसुल (जमीनीच्या वापरातील बदल व विंगरशेतकी आकारणी) नियम १९६९ मधील नियम ६ अन्वये त्याच्यावर कार्यावाही करण्यास असा अनुज्ञाग्राही पात्र ठरेल.

१०. सदरहू आदेशाच्या दिनांका पासून सदर अनुज्ञाग्राहीने त्या जमीनीच्या संबंधात दर चौ.मी. मागे २.१६.० पैसे दराने विंगर शेतकी आकारणी दिली पाहिजे. किंवा परवानगीच्या तारखेच्या पूर्वतरीन प्रभावाने अथवा त्यानंतर अंगलात येणारे बिनशेती दराने बिनशेती आकार देणे बंधनकारक राहिल. अशा जमीनीच्या वापरात कोणत्याही प्रकारचा बदल करण्यात आला तर त्या प्रसंगी निराळ्या दराने विंगर शेतकी आकारणीच्या हमीची मुदत अजून समाप्त व्हायची आहे ही गोष्ट विचारांत घेण्यात येणार नाही.

११. सदर जमिनी अती तातडीची मोजणी फी स्वकम रु. १०५००/- (अक्षरी रु. दहा हजार पाचशे मात्र) चलन क्र. ९७/२००७ दि. २९/३/२००७ अन्वये शारान जमा केले.

१२. भूमापन विभागामार्फत जमीनीची मोजणी करण्यात आल्या नंतर अशा क्षेत्रफळ आढळून येईल तितक्या क्षेत्रफळानुसार या आदेशात आणि सनद करून देऊन क्षेत्र तसेच विंगरशेतकी आकारणी यांत बदल करण्यात येईल.

१३. सदर जमीनीच्या विंगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून दोन वर्षांच्या कालावधीत अनुज्ञाग्राहीने अशा जमीनीवर आवश्यक ती इमारत बांधली पाहिजे. अन्यथा, सदरहू आदेश सदर समाजण्यात येईल. व अनुज्ञाग्राही यांना अनुषंग परवानगीसाठी नव्याने अर्ज सादर करावा लागेल.

१४. पुढील मंजूर केलेल्या नकाशावरहुकुम अगोदरच बांधलेल्या इमारतीत अनुज्ञाग्राहीने कोणतीही भर घालता कागा नये किंवा ती मध्ये कोणताही फेरबदल करू नये. अशी भर घालण्यासाठी किंवा फेरबदल करण्यासाठी जिल्हाधिकार्याची परवानगी घेतली असेल आणि अशा भरीचे किंवा फेरबदलाचे नकाशे मंजूर करून घेतले असतील तर ती गोष्ट वेगळी.

कल्याण - २	
दस्त क्र. १२३९९	२०१०
३६	४६

१५. अनुज्ञाग्राही व्यक्तीने आजूबाजूच्या परिसरात अस्वच्छता व घाण निर्माण होणार नाही अशा रीतीने आपल्या स्वतःच्या खर्चाने आपली पाणीपुसक्याची व सांडपाण्याचा निचरा करण्याची व्यवस्था केली पाहिजे.

१६. जमीनीच्या विंगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून एक माहिन्याच्या कालावधीत अनुज्ञाग्राही व्यक्तीने महाराष्ट्र जमीन महसुल (जमीनीच्या वापरात बदल व विंगरशेतकी आकारणी) नियम १९६९ यातील अनुमूची पाच मध्ये दिलेल्या नमुन्यात एक सनद करून देऊन ती या आदेशातील सर्व शर्ती समाविष्ट करणे त्यास बंधनकारक असेल.

१७अ. या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीपैकी कोणत्याही शर्तीचे अनुज्ञाग्राही व्यक्तीने उल्लंघन केलेल्यास उक्त अधिनियमाच्या उपबंधान्वये असा अनुज्ञाग्राही ज्या कोणत्याही शास्तीस पात्र ठरेल त्या शास्तीस बाधा न येऊ देता ठाण्याच्या जिल्हाधिका-यास तो निर्दिष्ट करेल असा दंड आणि आकारणी भरल्यानंतर उक्त जमीन किंवा भूखंड अर्जादाराच्या ताब्यात राहू देण्याचा अधिकार असेल.

१७ब. वरील खंड अ) मध्ये काहीही अंतर्भूत असले तरीही या परवानगीच्या तरतूदीविरुद्ध जाऊन कोणतीही इमारत किंवा बांधकाम उभे करण्यात आले असेल किंवा तरतूदी विरुद्ध या इमारतीच्या किंवा बांधकामाचा वापर करण्यात आला असेल तर विनिर्दिष्ट गुदतीच्या आंत अशा रीतीने उभारलेली इमारत काढून टाकण्या विषयी किंवा तीत फेरबदल करण्याविषयी ठाण्याच्या जिल्हाधिका-याने निर्देश देणे विधी संमत असेल. तसेच ठाण्याच्या जिल्हाधिका-याला अशी इमारत किंवा बांधकाम काढून टाकण्याचे किंवा तीत फेरबदल करण्याचे कागद मग्नून घेण्याचा किंवा त्या प्रालय्य आलेला खर्च अनुज्ञाग्राही व्यक्तीकडून जमीन महसुलाची थकबाकी म्हणून घेसुल करून घेण्याचा अधिकार असेल.

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

२१. अनुज्ञाग्राही यांनी धिमरशेतकी आकारणीच्या पाचपट रकम रु. २५०००० (दोन लाख पन्नास हजार रुपये) रक्कम (कन्स्ट्रक्शन टॅक्स) म्हणून तसेच याबाबतची घाबती क्र. १०२७७०८ दिनांक २८/२/२००७ अन्वये सरकार जमा केली आहे.

२२. अनुज्ञाग्राही यांनी कल्याण-डोंबिवली महानगरपालिका यांचे कडील गंजूर नकाशावसतुमुनवे बांधकाम केले पाहिजे.

२३. अनुज्ञाग्राही यांनी कल्याण-डोंबिवली महानगरपालिके कडील बांधकाम नकाशाच्या अंतर्गत जादा बांधकाम केल्यास अगर बांधकामा मध्ये बदल करून जादा चर्चद्वारे निर्देशांक वापरल्यास अनुज्ञाग्राही हे महाराष्ट्र प्रादेशिक नगरपालिका अधिनियम १९६४ अन्वये फौजदारी स्वरूपाचा मुद्दा दाखल करण्यास पात्र रहातील व असे जे बांधकाम करण्यास पात्र राहील.

कलन २	
दस्तावेज क्र. २३३२	२०१०
३८	४६

२४. कल्याण डोंबिवली महानगरपालिकेने उपोदयातील अ क्र. ३ च्या आदेशान्वये अंतरीम गंजुरी दिलेली असून तद्नंतर अंतिम गंजुरी प्रमाणपत्र मिळणार आहे. तथापी अंतरीम गंजुरी प्रमाणपत्र व नंतर प्राप्त होणाऱ्या अंतिम प्रमाणपत्रांमध्ये कोणत्याही स्वरूपात बदल झाल्यास त्यानुसार सुधारीत अर्जाप्रक परवानगी घेणे अर्जादारावर बंधनकारक राहील.

२५. प्रस्तुतच्या जमीनीच्या जमीनीच्या मालकी हक्क संदर्भात भविष्यात कोणत्याही प्रकारचा वाद उद्भवल्यास त्याची सर्वर्गी जबाबदारी अनुज्ञाग्राही यांची राहील.

२६. अर्जदार यांची सादर केलेली कामदपत्रे ओटी अथवा बनावट असलेचे आढळून आल्यास सदरची निवशेती परवानगी आपोआप रद्द झालेचे समजणेत येईल

सही/-

(एस एस झेंडे)

जिल्हाधिकारी ठाणे

प्रति,

श्रीमती रुख्मीणीबाई चिड्ढल भवर्ली व १

रा. चिकणघर, ता वज्र्याण, जि ठाणे

निर्गमित केले

१५/६/२०१०
जिल्हाधिकारी ठाणे करित



क ल न २	
दस्त क्र. १२३१२	२०१०
३८	४८

FRANKING DEPOSIT SLIP			
ICICI Bank Ltd. Kalyan		Customer Copy	
Deposit Br.	Pay to : ICICI Bank Ltd. AC Stamp Duty	Date	4/2/08
Franking Value	Rs. 150/-		
Service Charges	Rs. 10/-		
Total	Rs. 160/-		
Name of Stamp duty paying party : <u>Johar H. Zojwalla</u>			
DD / Cheque No. <u>CA</u>			
Drawn on Bank _____			
(For Bank's Use only)			
Tran ID	Franking Sr. No.		
Officer			



कलनर	
दस्त क्र. 3239	2080
30	80

POWER OF ATTORNEY

THIS POWER OF ATTORNEY MADE AT KALYAN

ON THIS 4th day of Feb. 2008

To All Whom These Presents Shall Come, I Shri Johar Hasan Zojwalla as joint Authorised Signatory of M/s. Sab Enterprises, a Joint Venture firm having its office at S. No. 100/1 (P), 101(P) & 102(P), Village Chikanghar, Kalyan (W), Dist. Thane.

DO HEREBY SEND GREETINGS:

Whereas as M/s. Sab Enterprises, a joint venture firm constructing the buildings on plot of land bearing Survey No. 100/1 (P), 101(P) & 102(P) Village Chikanghar, Kalyan (W), Dist. Thane (hereinafter called as SAID PLOT) in the name of "Anant Regency Phase - III", Building No.1, 2 & 3 (hereinafter called as the SAID BUILDINGS) and as a joint authorised signatory for the said firm I execute agreement for sale of flats/shops and or correction deed / supplementary agreement/ cancellation Deed related to such agreement for sale of flats/shops in the said buildings

And to appear before Sub-Registrar Office Kalyan for admission of execution of the said agreement it is not possible for me, hence admission of execution of the said agreement I am desirous of appointing

ICICI Bank Ltd. Kalyan Branch
Opp. Punaria Industrial Estate Road
Kalyan West Thane-421 401
D-S/STP/V/C R 101/1, 102/105, 1851/65

RECORDED
106350
FEB 04 2008
16:46

[Handwritten signature]

some fit and proper person to appear before Sub-Registrar Kalyan, I have requested Shri Anant Vithal Gawli, a joint authorised signatory of M/s. Sab Enterprises (Hereinafter called the ATTORNEY) to appear before Sub-Registrar Kalyan for admission of executed (signed) documents by me which the Attorney has consented to do so.

NOW KNOW YE ALL MEN AND THESE PRESENT WITNESSTH:-

I Shri Johar Hasan Zojwalla as joint authorised Signatory of M/s. Sab Enterprises, a Joint Venture firm having its office at S. No. 100/1 (P), 101(P) & 102(P), Village Chikanghar, Kalyan (W), Dist. Thane. Do hereby nominate, constitute, and appoint Shri Anant Vithal Gawli as my true and lawful attorney in my name and to execute and perform the work hereunder written.

01) To submit and admit before Sub-Registrar Kalyan for admission of executed (signed) documents of agreement for sale of flats/shops and or correction deed/ supplementary agreement/ cancellation deed related to the agreement for sale by me for the building known as "Anant Chikanghar Phase - III", Building No.1, 2 & 3 constructed on above said

Power Attorney holder has No Other Rights except to submit and admit before Sub-Registrar Kalyan the executed (signed) documents by me regarding the said buildings.



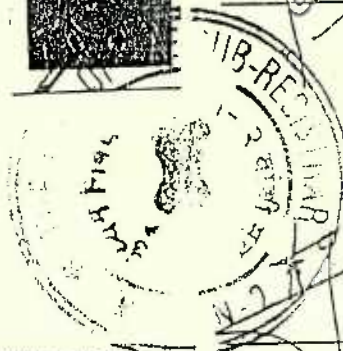
SIGNED & DELIVERED
by the within named Executants

SHRI JOHAR HASAN ZOJWALLA



Power of Attorney accepted by

SHRI ANANT VITHAL GAWLI

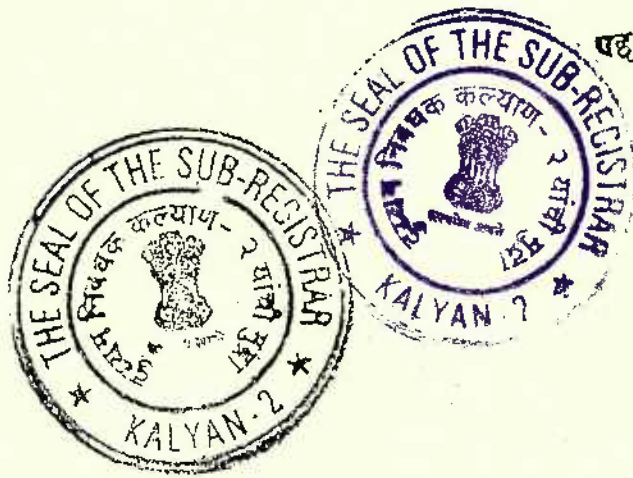


कल्याण - २	
दस्त क्र. १२३९२	२०१०
४०	४२



बहु. दृश्य निबंधक, कल्याण
दस्तावेज

कुळमुखारपत्र फ ५३/०८
 सदर कुळमुखारपत्र आज दि ८/२/०८ रोजी
 १) श्री. मोहर हसन मोशवाळी
 २) श्री. अनंत विठ्ठल गोवंडी
 ३) श्री. अमर पाठक
 ४) श्री. रत्ना खरोटे
 ५) श्री. अमर पाठक
 ६) श्री. रत्ना खरोटे
 हे खात्री पटवितात कि. फ. ५३/०८
 अधिष्ठापन फी रु. २५

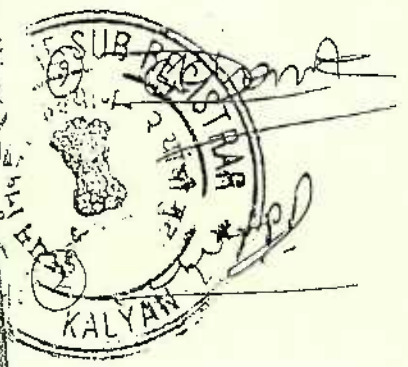


पहू दुय्यम निबंधक कल्याण-२
 वर्ग २

क ल न २	
दस्ता क्र. ३२३७२	२०१०
४७	४८




१) श्री रत्ना खरोटे

२) श्री अमर पाठक




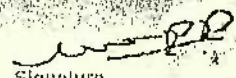

दिनांक - ८/२/०८

पहू दुय्यम निबंधक कल्याण-२
 वर्ग २

आयकर विभाग INCOME TAX DEPARTMENT		भारत सरकार GOVT. OF INDIA
DATTA KHAROTE		
BALKRISHNA BANDU KHAROTE		
31/10/1968 Permanent Account Number		
AQKPK9048E		
 Signature		 22032005



क ल न २	
दस्ता क्र. १२३९२	२०१०
४२	४२

आयकर विभाग INCOME TAX DEPARTMENT		भारत सरकार GOVT. OF INDIA
MAYUR P PATHAK		
PREMESHANKAR MOHANLAL PATHAK		
04/10/1972 Permanent Account Number		
AHCPP2059D		
 Signature		 15032007

SECRET

1000-1000-1000-1000

द्वारा:- श्री. दिलीप साठडे, वास्करिचकर, ठुकाण

258

१३ वा. प्रजना (४) ०२ सदसिद्ध

क ल न २	
दस्ता क्र. 72392	२०१०
४३	४२

३) पाणी पुरवठा उपलब्ध करून देण्याची जबाबदारी शर्णी पुरवठा सुधारणा होईनवते महानगरपालिकेची साधार नाही.



सहायक संचालक
कलकत्ता प्रोविन्सियल अस्पताल, कलकत्ता

- २) प्रभाग क्षेत्र अधिकारी, ' ' प्रभाग कावस्थित, का.ओं में प्र. कार्यवाही



दस्त गोषवारा भाग - 2

कलन2

दस्त क्रमांक (12312/2010)

४६/४६

दस्त क्र. [कलन2-12312-2010] चा गोषवारा
बाजार मुल्य : 2602000 मोबदला 3049250 भरलेले मुद्रांक शुल्क : 135400

दस्त हजर केल्याचा दिनांक : 23/12/2010 11:25 AM

निष्पादनाचा दिनांक : 15/10/2010

दस्त हजर करणा-याची सही :

पावती क्र.: 12635 दिनांक: 23/12/2010

पावतीचे वर्णन

नांव: प्रतिभा आर जाधव - -

30000 : नोंदणी फी

920 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),

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

30920: एकूण

दु. निबंधकाची सही, कल्याण 2

दस्ताचा प्रकार : (25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 23/12/2010 11:25 AM

शिक्का क्र. 2 ची वेळ : (फी) 23/12/2010 11:30 AM

शिक्का क्र. 3 ची वेळ : (कबुली) 23/12/2010 11:30 AM

शिक्का क्र. 4 ची वेळ : (ओळख) 23/12/2010 11:30 AM

दस्त नोंद केल्याचा दिनांक : 23/12/2010 11:31 AM

ओळख :

दुय्यम निबंधक यांच्या ओळखीचे इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात.

1) अँड शैलेश ठक्कर - - , घर/फ्लॅट नं. -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं. - कल्याण

पेठ/वसाहत: -

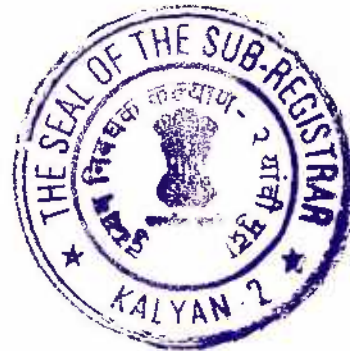
शहर/गाव:-

तालुका: -

पिन: -

दु. निबंधकाची सही

कल्याण 2



प्रमाणित करण्यात येते की,

द.क्र. 92392/२०१० मध्ये

४६ फांसे आहेत.

पुस्तक..... दस्त क्र. 92392

23:12:२०१० वर नोंदला.

पा. दुय्यम निबंधक, कल्याण-२

दि. 23/12/२०१०

23/12/2010

दुख्यम निबंधक:

11:30:48 am

कल्याण 2

दस्त गोषवारा भाग-1

कलन2

दस्त क्र 12312/2010

व्य/४६

दस्त क्रमांक : 12312/2010

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1

नाव: प्रतिभा आर जाधव - -

पत्ता: घर/फ्लॅट नं: -

गल्ली/रस्ता: अनंत रेसीडेन्सी फेज 4, कल्याण

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव: -

तालुका: -

पिन: -

पॅन नम्बर: -

लिहून घेणार

वय 33

सही



2

नाव: रमेश ई जाधव - -

पत्ता: घर/फ्लॅट नं: -

गल्ली/रस्ता: सदर

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव: -

तालुका: -

पिन: -

पॅन नम्बर: AEBPJ4847B

लिहून घेणार

वय 40

सही



3

नाव: मे. सॅब एंटरप्रायझेस तर्फे अनंत विठ्ठल गवळी हे
स्वतः करिता व जोहर हसन झोजवाला यांचे कु.मू.महणून.

AEHPG7124H - -

पत्ता: घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

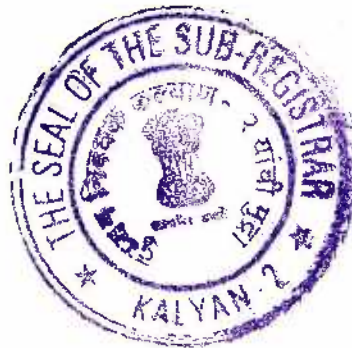
ईमारत नं: -

पेठ/वसाहत

लिहून देणार

वय 42

सही





दस्तक्रमांक व वर्ष: 12312/2010

नॉदणी 63 म.

Thursday, December 23, 2010

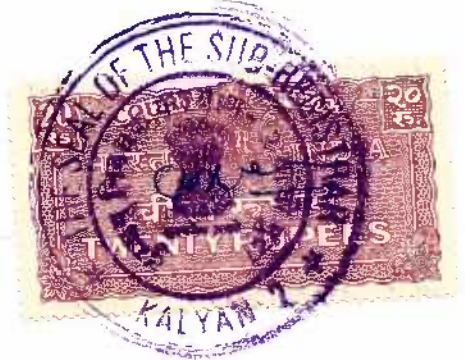
सूची क्र. दोन INDEX NO. II

Regn. 63 m.e.

11:31:26 AM

गावाचे नाव : चिकणघर

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा
व बाजारभाव (भाडेपट्ट्याच्या
बाबतीत पट्टाकार आकारणी देतो
की पट्टेदार ते नमूद करावे) मोबदला रु. 3,049,250.00
बा.भा. रु. 2,602,000.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) वर्णन: विभाग नं. 9 क मौजे चिकणघर स नं 102पार्ट,100 हि नं 1 पार्ट , 101 पार्ट यावरील अनंत रेजंसी फेस III ,बिल्डींग नं 1, सदनिका नं 602, 6 वा मजला क्षेत्र 1060 चौ फुट कारपेट
- (3) क्षेत्रफळ (1)
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मे. सॅब एंटरप्रायझेस तर्फे अनंत विठ्ठल गवळी हे स्वतःकरिता व जोहर हसन झोजवाला यांचे कु.मू.म्हणून. AEHPG7124H - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: कल्याण; तालुका: -; पिन: -; पॅन नम्बर: -.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) प्रतिभा आर जाधव - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: अनंत रेसीडेन्सी फेज2, कल्याण; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (2) रमेश इ जाधव - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: सदर; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AEBPJ4847B
- (7) दिनांक करून दिल्याचा 15/10/2010
- (8) नोंदणीचा 23/12/2010
- (9) अनुक्रमांक, खंड व पृष्ठ 12312 /2010
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 135075.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शेरा



सह. दुय्यम निबंधक, कल्याण-२.
वर्ग-२.

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

JOHAR H ZOJWALLA
HASAN KALABHAI ZIJWALLA
08/09/1967
Permanent Account Number
AAAFZ5650K

Signature



स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AEDPG70241



नाम /NAME
ANANT VITHAL SAWLI

पिता का नाम /FATHER'S NAME
VITHAL AMRUT GAYL

जन्म तिथि /DATE OF BIRTH
07-08-1968

हस्ताक्षर /SIGNATURE

Signature

Signature

Signature

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

PRATIBHA RAMESH JADHAV
D. I. SHINDE
05-11-1973
Permanent Account Number
AEPJ4847B

Signature



स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AEBPJ4847B



नाम /NAME
RAMESH EKNATH JADHAV

पिता का नाम /FATHER'S NAME
EKNATH YARMEAK JADHAV

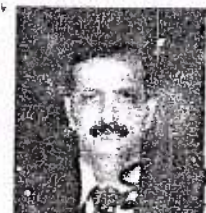
जन्म तिथि /DATE OF BIRTH
05-11-1973

हस्ताक्षर /SIGNATURE

Signature

Signature

आयकर अधिकारी (कंप्यूटर ऑपरेशन)
Commissioner of Income-tax (Computer Operation)



ADVOCATE

BAR COUNCIL OF
MAHARASHTRA & GOA

HIGH COURT, BOMBAY
2267 3371 2265 6867



NAME Gajlaxh Kanjibhai Thakkar
RESIDENCE Kalyan, Dist-Thane
ROLL No Mah/4962 / 2005
ENROLLED ON 29-10-2005
DATE OF BIRTH 12-12-1965

SECRETARY

दस्ता क्र. 72392	२०१०
४४	४६