

conditions as the Developer may desire and deem fit in their sole and unfettered discretion.

35. It is further agreed between the Developer and the Purchaser/s that the Corpus Fund as well as interest will be utilized by the Developer for the purpose as mentioned in clause 30 above, and balance amount, if any shall be handed over to the Society upon completion of entire project.
36. It is further agreed between Developer and the Purchaser/s that if at the time of handing over charge of the management of the said Building and/or other Buildings as the case may be to committee or ad-hoc committee of the Society, any IOD deposits and any other deposits paid by Developer in respect of the said Building are not received by Developer from the Society / Purchaser/s of Flats/Shops shall be adjusted by the Developer, out of the amounts, if any, payable by Developer to such Ad-hoc Committee and/or such committee of the society. In case of there being any shortfall, such shortfall shall be paid by the Purchaser/s to Developer.
37. The purchaser/s and/or the society shall bear and pay the municipal taxes, maintenance charges and all other outgoings in respect of the said building/s. In addition thereto the common expenses in respect of maintenance of recreation ground, internal roads, pathways, open spaces, common passages and other facilities that may be provided for benefit of Flat/Shops Purchasers of 'Royal Flora' shall be shared by the Purchaser/s herein along with other premises purchaser/s in the said Complex in proportion of their respective area.



38. The Land Owner/Developer shall not be liable to bear or pay any amount by way of contribution, out goings, deposits,

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transfer fees, non occupancy charges, donation, premium or otherwise howsoever to the society/s in respect of any unsold/un-allotted flats/shops or parking spaces in the said Complex out of their respective shares, save and except the rents, rates, taxes, cess and assessments payable to the Corporation and other Government, local or public or private bodies and authorities in respect thereof. The Land Owner/Developer will be entitled to apply for and obtain reduction in and the refund of the municipal and other taxes, cess, assessments and levies on account of the vacancy of the un-allotted/unsold flats, shops, premises and parking spaces, if the Land Owner/Developer are liable to pay or have paid the same in respect of the flats, shops, premises and/or parking spaces which are not allotted, sold and disposed of. If any refund of any such taxes, cesses, assessments or other levies made by the Corporation or any other Government, local or public body or authority is received by the society/s in respect of such unsold or un-allotted flats, shops premises and/or parking spaces, then the Society/s (as the case may be) shall forthwith and without making any claim or demand or raising any objection or dispute whatsoever in respect thereof, pay over the same to the Land Owner/Developer, whether the Land Owner/Developer have demanded the same or not.



39. Land Owner/Developer shall have a right to make additions

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and alterations and to raise additional storey's on the buildings or structures that may be constructed or put on additional structures, wings, building at any time as may be permitted by the Competent Authority and/or Municipal Corporation in the said Project and such additions alterations

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and additional structures or storey's shall be the sole property of Land Owner/Developer and they shall be entitled to deal with or dispose off in any manner that they may deem fit and the Purchaser/s hereby irrevocably consent to the same. The Purchaser/s hereby consent and agree that he/she/they/it will give all the facilities and assistance and fully cooperate with Land Owner/Developer to enable Land Owner/Developer to make any additions and alterations and/or to raise additional storey's or wings or structures in accordance with the plans sanctioned or which may hereafter be sanctioned and will not obstruct or hinder the Land Owner/Developer in their using the staircase, lobbies lift etc. for carrying the materials on upper floors. The Land Owner/Developer shall be entitled to utilize and/or make connection from all water pipelines and storage tanks sewerage and drainage pipe lines, electric cables, electric lines and sub-station/receiving station and other conveniences and Common Facilities to the said additional storey's or wings or structures which may be constructed by the Land Owner/Developer and the Purchaser/s hereby irrevocably consent to the same and he/she/they/it shall not raise any objection whatsoever. The Purchaser/s further agree and undertake not to object to such constructions on the ground of light and ventilation nuisances annoyance inconvenience and/or on any other reasons whatsoever or claim abatement in the price or concession or rebate or compensation or damages.

The Purchaser/s with intention to bind and bring in all persons into whosoever hands the Flat/Shop may come, doth/do hereby covenants with Developer as follows: 



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- a) To maintain the said Flat/Shop at Purchaser/s own cost in good habitable repair and condition from the date of possession of the said Flat/Shop is taken. The Purchaser/s shall not do or suffer to be done anything in or to the building in which the said Flat/Shop is situated nor to alter or make additions in or to the building in which the said Flat/Shop is situated, which may be against the rules, regulations or bye laws of concerned local or any other authority or change.
- b) To carry at his/her/their own cost all internal repairs to the said Flat/Shop and maintain the said Flat/Shop in the condition, state and order in which it was delivered by Developer to the Purchaser/s and shall not do or suffer to be done anything in or to the said Flat/Shop which may be against the rules and regulations and bye laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- c) To observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said flat/Shop, the said building and other buildings and the flats/shops therein and for the observance and performance of the building rules, regulations and bye laws for the time being of the



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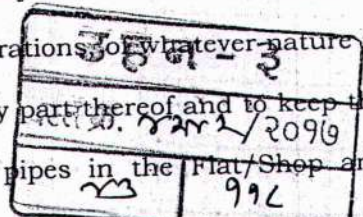
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concerned local authority and of government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Flat/Shop and the common areas and shall pay and contribute regularly and punctually towards the taxes expenses or other outgoings in accordance with the terms of this Agreement.

- d) Not to change the user of the said Flat/Shop without previous written consent of Developer and/or Society.
- e) Not to store in the Flat/Shop any goods, which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said building in which the said Flat/Shop is situated or to store goods which is objected by the concerned local or other authority and not to carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building including entrances of the building and in case any damage is caused to the building on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.



Not to demolish or cause to demolish the Flat/Shop or any part thereof, nor at any time make or cause to be made any addition or alterations of whatever nature in or to the Flat/Shop or any part thereof and to keep the portion, sewers, drains, pipes in the Flat/Shop and appurtenances thereto in good tenantable repair and



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condition and in particular so as to support shelter and protect the other parts of the said Building in which the Flat/Shop is situated and not to chisel or in any other manner damage columns, beams, walls, slabs or RCC, walls or other structural members in the Flat/Shop without the prior written permission of Developer and/or the Society.

g) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Shop in the compound or any portion of the said property and the building in which the said Flat/Shop is situated.

h) Not to change and/or alter the elevation and the colour scheme of the said building.

i) Not to enclose and/or undertake and do any construction in the stilt area of the said building.

j) Not to enclose and/or cover terrace area adjoining the residential area if any and the common terrace of the said building.

k) Not to enclose duct, service areas or elevation projections.

Not to do or permit to be done any act or thing which may render void or voidable any Insurance of the said Property and the said Building in which the said Flat/Shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

Not to transfer, assign, give on leave and license, caretaker, paying guest or tenancy basis or induct any

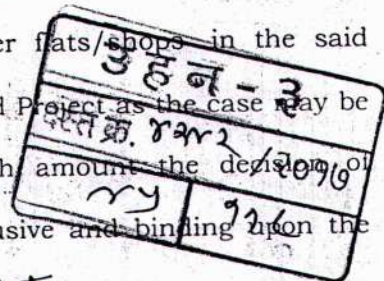


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person/s into or part with the said Flat/Shop and/or the Purchaser's right, interest or benefit under this Agreement or part with the possession of the said Flat/Shop without the prior written consent of Developer until the execution of the Deed of Lease. Developer shall grant such consent to the Purchaser/s only if the Purchaser/s has not committed any breach or violation of any of the terms, conditions, covenants, stipulations or provisions of this Agreement. Such consent shall be subject to the terms and conditions imposed and stipulated by Developer in this regard, including payment of transfer fees and/or other amounts payable by the Purchaser/s to Developer under this Agreement.

- n) The Purchaser/s hereby agrees that in the event any amount by way of deposit or premium or betterment charges or development charges or any tax or levies of payment of a similar nature becoming payable by Developer to the Municipal Council or to any other authority in respect of development of the said Property or in respect of the said building and other buildings constructed and/or being constructed thereon the same shall be reimbursed to Developer in proportion to the area of the said Flat/Shop agreed to be purchased by the Purchaser/s bears to the area of the Flat/Shop and/or all other flats/shops in the said building and/or in the said Project as the case may be and in determining such amount the decision of Developer shall be conclusive and binding upon the Purchaser/s. ३३ १२/१०



- o) The Purchaser/s shall permit Land Owner/Developer and their surveyors and agents with or without workmen at all reasonable times, to enter into and upon the said Flat/Shop and the said building or any part thereof to view and examine the state and condition thereof;
41. At the time of execution of Conveyance Deed the Purchaser/s shall pay to the Developer, Purchaser's share of stamp duty and registration charges payable, if any, by the Society/s / Apex Body on the Conveyance or any document or instrument of transfer in respect of the said Building and/or the said Property.
42. The name of the said building shall be forever "EVERGREEN" and the name of the said Project shall forever be "**Royal Flora**".
43. The said Flat/shop is intended and shall be used for residential/commercial purpose only and the Purchaser/s shall not be entitled to and shall not change the user of the said Flat/shop. The Purchaser/s shall use the Podium/Open car parking space/s only for the purpose of keeping or parking vehicles and for no other purpose.



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Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat/shop or of the said Building or of the said Property or any part hereof. The Purchaser/s shall have no claim of any nature whatsoever save and except in respect of the Flat/Shop hereby agreed to be sold to him/her/them/it and all open spaces, parking spaces, lobbies, staircases, terraces, lifts, recreation grounds and any Common Facilities etc. will remain the property of Land Owner/Developer until

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the said Property and the said Building is transferred to the Society / Apex Body as herein after mentioned.

45. Land Owner/Developer may avail of financial Assistance from any banks, institutions and other persons against security of their Share in phase I under the said Supplementary Development Agreement. It is hereby expressly agreed, clarified and understood that so long as it does not prejudice the rights created in favour of the Purchaser/s under this Agreement in respect of the said Flat/Shop, Land Owner/Developer shall be absolutely, irrevocably and unconditionally entitled to and have the right to create charges or liens on, encumber, mortgage, sell, assign, transfer, dispose off, or otherwise deal with in any manner howsoever all or any of their rights, benefits, interest, title, privileges, and/or claims including development rights in respect of the said Property and/or the construction thereon or any part or parts thereof, including the said Building without any notice to the Purchaser/s and the Purchaser/s has given and granted his/her/their/its specific, full free, unqualified and irrevocable consent to Land Owner/Developer to do so. As part of any such arrangement by Land Owner/Developer all or any of the responsibilities and/or obligations of Land Owner/Developer respectively may be shifted or transferred to any other person or persons. All such arrangements by Land Owner/Developer shall be binding on the Purchaser/s. Land Owner/Developer undertake to clear the aforesaid encumbrances, if any, in respect of the said flat/shop or building in which same is situated prior to the execution and registration of the Conveyance deed in favour of the society and the Land



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Owner/Developer shall indemnify and keep the purchaser/s fully indemnified against all claims of any nature whatsoever that may be made against the Purchaser/s in respect of the said flat/shop by virtue of any encumbrances created as aforesaid.

46. Any delay, tolerance or indulgence shown by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by Developer shall not be construed as a waiver of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of Developer.

47. Developer shall be at liberty to sell assign or otherwise deal with or dispose of their right, title and interest in the said Property or any part thereof PROVIDED that Developer do not in any way affect or prejudice the right hereby granted in respect of the said Flat/Shop in favour of the Purchaser/s.

48. a) Developer have brought to the notice of the Purchaser/s that if there exist any public drainage line below the ground level on a portion of the said Property, Municipal Corporation and other authorities shall always and forever have right of access on the said Property to carry out repairs and maintenance of the said drainage line.

b) After the said property is fully and completely developed to the satisfaction of the Developer and after all the buildings and structures to be constructed on the said property are completed and after the society/ societies of all the buildings/structures so constructed on the said larger property are formed and registered and after all the flats/Shops in the said buildings/structures have been sold and disposed off by the Developer and after the Developer have



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received all the dues and moneys payable to them under the terms of the Agreements with the Purchasers of flats/premises in the said buildings/ structures, the Developer shall execute or cause to be executed the necessary Deed of Conveyance assignment/transfer (hereinafter referred to as the said Deed of conveyance) transferring the right title and interest in the said building and/or in other buildings and in the said property as more particularly described in the **Second schedule** hereunder written in favour of society/ societies of the Purchasers in the manner and on such terms and conditions as the Developer may think fit and proper.

c) The conveyance in respect of the structure/s comprising the club house, swimming pool and recreational and common facilities shall be executed in favour of the Apex Body, only after the aforesaid Deed of Conveyance in respect of all the buildings and structures to be constructed on the said larger property have been executed.

d) The Deed of Conveyance and all other deeds, documents and writings relating or incidental to this Agreement, or to be executed pursuant to the same shall be approved by the Advocates of the Land Owners/Developers and the same shall be in accordance with the terms, conditions, covenants, stipulations and provisions of this Agreement and shall be in such form and shall contain such terms, conditions, covenants, stipulations and provisions including those contained in this Agreement as may be decided and determined by the Developers in their sole, absolute and unfettered discretion, including the following:

- i. Covenants which shall run with the land and which shall be binding upon, the Purchaser/s and his/her/their/its heirs, executors, lega



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representatives, successors, transferees and assigns, as the case may be, and on the Society/s.

- ii. Covenant/s for right of way/access, if any, given and granted or to be given and granted to and in favour of Developer of any contiguous or adjacent or adjoining lands and properties and/or any other person/s, over or through the said Property or any part thereof.
- iii. Declaration/s and confirmation/s of and from the Purchaser/s, the Society/s that they shall not to be entitled to or claim any easement of right of light or air, which would restrict or interfere with in any manner whatsoever, the free and unobstructed use and enjoyment of any portion of the said property by Developer, for the purpose of development thereof and/or any other lawful purpose;
- iv. Declaration/s and confirmation/s of and from the Purchaser/s, the Society/s in respect of the sole and absolute authority of Developer regarding sale, transfer, assignment and/or disposal of unsold flats, Shops, premises and parking spaces, including additional construction, carried out by utilizing and consuming the FSI, FAR and TDR or sale, transfer, assignment and/or disposal thereof and Developer sole right to enjoy and appropriate the revenue, income and benefits thereof; and ✓



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v. Declaration/s and confirmation/s of and from the Purchaser/s, the Society/s in respect of the sole and absolute authority of Developer regarding any contracts, arrangements, memorandums and/or writings executed for the said Project including appointment of any agency, firm or corporate body or person or any other organization or association to maintain and manage, control and regulate the said building and/or the said Project and/or the said Scheme and/or the facilities including power and authority to collect the entire outgoings, provisional charges and other amounts for such consideration and on such terms and conditions as Developer may deem fit.

vi. (1) So far as the Purchaser's rights, interest and benefits are concerned, the nature and scope of this agreement is limited to the said Flat/Shop agreed to be purchased by the Purchaser/s. The Purchaser/s shall not have any claim, right or interest in respect of any common areas, common facilities whatsoever in the said building/s and the said Project and/or said Scheme including the open spaces, lobbies, staircases, lifts, common entrances, common passages, corridors, terraces, recreation areas and club house and podium garden (hereinafter referred to as the said Common facilities) save and except the right of user, limited or otherwise, thereof hereby expressly given to the Purchaser/s in respect thereof and all such Common facilities



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shall remain the property of Land Owners/Developer until the Deed/s of Conveyance /Transfer/s is/are executed and registered. After execution and registration of the Deed/s of Conveyance /Transfer, the society/s as the case may be will hold all such Common facilities expressly subject to the rights, interests and benefits of and/or reserved by Land Owners/Developer herein and therein, or otherwise in respect thereof.

(e) The said Common facilities in the said Project shall be used in a reasonable manner and only for the purposes for which the same are intended and provided and the same shall be used in accordance with the rules and regulations as may be framed in this regard by Developer, the society/s and subject to the payment of the prescribed charges, if any and/or Maintenance Charges, as agreed upon.

49. It is also understood and agreed by and between the Parties hereto that all the Purchaser/s of the flats/shops in the said Project '**Royal Flora**' including the Purchaser/s herein shall be entitled to use and have ingress and/or egress through all the internal roads and pathways including such internal roads and pathways on the podium level and/or on the ground level (i.e. below the podium) provided on the said Property.



50. IT IS ALSO UNDERSTOOD AND AGREED BY AND

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that till execution of the terrace of the said building shall always belong to Land Owner/Developer. Land Owner/Developer may at their discretion allow put up hoardings, display of

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advertisements on the terrace of the said building or any part thereof and to commercially exploit the aforesaid rights for their own benefit.

51. **IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO** that so long as it does not in any way affect or prejudice the rights hereunder granted in favour of the Purchaser/s in respect of the said Flat/Shop the Land Owner/Developer shall be at liberty to sell, assign, transfer, mortgage or otherwise deal with or dispose off their right, title or interest in respect of the said Property and/or the said Larger property and/or any part thereof. The Developer shall also be free to construct additional structures like sub-station for electricity, co-operative societies offices, underground and overhead tanks, watchman's cabin, toilet units for domestic servants septic tanks the location of which are not particularly marked upon the ground floor plans or layout plans of the said Property. The Purchaser/s shall not interfere with these rights of Developer by raising any disputes or court injunctions under Section 7 of the said Act and/or under any other provision of any other applicable law. The indemnities on behalf of the Purchaser as required by any authority of the State or Central Government or Competent Authority under any law concerning construction of the buildings and structures for implementation of their scheme for development of the said Larger Property.



52. **IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO** that unless the entire consideration is paid by the Purchaser to the Developer, the Purchaser shall not be entitled to resell/transfer his/her said

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Flat/Shop without obtaining consent of the Developer in writing. After the formation of society such resell/transfer of Flat/Shop will be governed by applicable by Laws of society at that point of time.

53. Land Owner/Developer shall have a right to make additions and alterations and to raise additional storey's on the buildings or structures that may be constructed or put on additional structures, wings, building at any time as may be permitted by the Competent Authority and/or Municipal Council in the said Project and such additions alterations and additional structures or storey's shall be the sole property of Land Owner/Developer and they shall be entitled to deal with or dispose off in any manner that they may deem fit and the Purchasers hereby irrevocably consent to the same. The Purchaser/s hereby consent and agree that they will give all the facilities and assistance and fully cooperate with Land Owner/Developer to enable Land Owner/Developer to make any additions and alterations and/or to raise additional storey's or wings or structures in accordance with the plans sanctioned or which may hereafter be sanctioned and will not obstruct or hinder Land Owner/Developer in their using the staircase, lobbies lift etc. for carrying the materials on upper floors Land Owner/Developer shall be entitled to utilize and/or make connection from all water pipelines and storage tanks sewerage and drainage pipe lines, electric cables, electric lines and sub-station/receiving station and other conveniences and Common Facilities to the said additional storey's or wings or structures which may be constructed by Developer and the Purchaser/s hereby irrevocably consent to the same and he/she/they/it shall not raise any objection



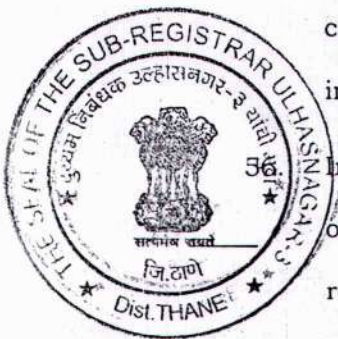
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whatsoever. The Purchasers/ further agree and undertake not to object to such constructions on the ground of light and ventilation nuisances annoyance inconvenience and/or on any other reasons whatsoever or claim abatement in the price or concession or rebate or compensation or damages.

54. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules made there under.

55. All costs, charges and expenses in connection with the formation of the Society/Apex Body as well as the costs of the preparing, engrossing the Conveyance Deed, Deed of Assignment, stamp and registration charges thereof and all other agreements or any other documents required to be executed by Developer as well as the entire professional costs of the Attorney, shall be borne and paid by the society or proportionately by all the Purchaser/s of flats/shops in the said building. The Stamp duty and Registration charges incidental to this Agreement shall also be borne and paid by the Purchaser/s. The share of the Purchaser/s of such cost, charges and expenses shall be paid by him/her/them/it immediately on demand.



In this Agreement unless there is something inconsistent with or repugnant to the subject or context wherever "Society" is referred to, it shall mean and include Co-operative Housing Society, Limited Company, Association of Persons, and any other organization or body corporate as permissible under any law. It is expressly agreed that Developer shall form or cause to be formed any such organization and/or organizations as

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they deem fit and proper in the manner as provided hereinbefore in this Agreement.

57. If the Developer due to any reason cannot execute or cause to be executed a Conveyance as provided hereinbefore then the Developer for this purpose shall be entitled to execute such deeds, documents or assurances permissible under law for the time being in force and wherever the word Deed/s of transfer referred to in this agreement the same shall be deemed to mean and include the document or documents by which the right title and interest whether divided or undivided is transferred by the Developer in the said building and in the said Property and the Purchaser/s shall not raise any objection in that behalf.

58. All disputes or differences relating to interpretation or right of a party arising out of any of the clauses of this agreement or in respect of carrying out of the works, whether during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of the Partner of the Developer, whose decision shall be final and binding on the parties. In the event of non-availability or refusal of the said Arbitrator to act upon in the instant matter, Developer shall be entitled to nominate some other person as the Arbitrator in place of the said designated arbitrator. The Purchaser/s shall not be entitled to raise any dispute about any such appointment. The reference to arbitration shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof. No action will be taken by the party in respect of any dispute arising out of this agreement or for the



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enforcement of any right, without resorting to arbitration under this clause.

59. In this Agreement unless there is anything inconsistent with or repugnant to the subject or context (a) SINGULAR shall include PLURAL and vice versa and (b) MASCULINE shall include FEMININE and vice versa.
60. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s, by Registered Post A.D. or under the certificate of posting or by courier service at his/her/their/its address specified below:

(ADDRESS OF PURCHASER/S)

Room NO.05, 'C' WING, 2nd FLOOR,
JIVAN 2407 C.H.S., BHIDEWADI
AMBERNATH EAST.

The PAN Numbers of the Parties hereto are as under:



Sr.No.	Name of the Party	PAN No.
1. DEVELOPER	M/S ROYAL GALAXY DEVELOPERS	AALFR9430L

2. LAND OWNERS

Mr. Nareshkumar Ganpatraj Mehta AADPM8570C

Mr. Ganpatraj Badanraj Mehta AADPM8567D

3. PURCHASER

Mr./Mrs./Ms. VIRENDRA BHARTI SHARMA

PAN NO:

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Details of land owned by Mr. NareshkumarGanpatraj Mehta

Revenue Survey no.	Hissa no.	Area H-R-P
35	4	0-40-0
38	2	0-78-7
38	3	0-08-6
39	3A	0-80-0
40	3A	0-80-0

Details of land owned by Mr. GanpatrajiBadanraji Mehta

Revenue	Hissa no.	Area
Survey no.		H-R-P
39	2B	0-30-0
39	4	0-22-0
39	3H	0-85-0

All the land are lying, being and situated at Village Pale, TalukaAmbernath, Dist. Thane, within the limits of Ambernath Municipal Council, and Within the jurisdiction of Joinsub-Registration Ambernath and Registration District Thane

and bounded as follows:

On or towards East : Sr. No 40/4 & Sr. No 43
On or towards West : Sr. No 35/3 & 35/2
On or towards North : Sr. No 38/1 & Sr. No 40/2
On or towards South : Sr. No 39/3/3 & Sr. No 40/5

THE SECOND SCHEDULE OF THE SAID PROPERTY

ABOVEREFERRED TO: (said Property/Phase I)

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Revenue	
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Hissano.	Area
	H-R-P
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2	0-78-7
3	0-08-6

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All the land are lying, being and situated at Village Pale, TalukaAmbernath, Dist. Thane, within the limits of Ambernath Municipal Council, and Within the jurisdiction of Joint sub-Registration Ambernath and Registration District Thane

and bounded as follows:

- On or towards East : Sr. No 39/3/2 & Sr. No 39/3/1
 On or towards West : Sr. No 35/3 & 35/2
 On or towards North : Sr. No 38/1 & Sr. No 40/2
 On or towards South : Sr. No 39/4

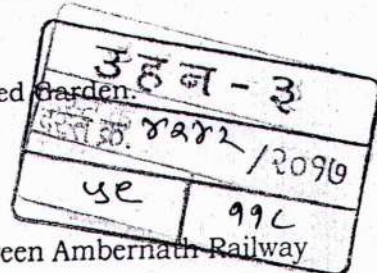
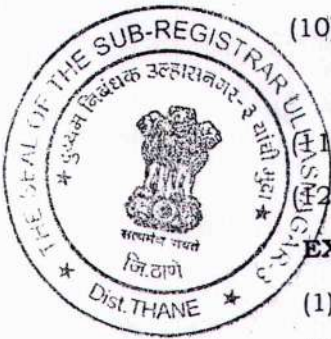
THE THIRD SCHEDULE ABOVE REFERRED TO (Amenities)

INTERNAL AMENITIES:-

- (1) R.C.C. Frame structure.
- (2) Vitrified flooring (24"x 24") with skirting in all rooms.
- (3) Designer bathroom with joint free glazed tiles up to 7.00 feet height. In WC glazed tiles will be up to 7.00 feet height.
- (4) Concealed plumbing with premium quality C.P. Fittings.
- (5) Granite kitchen platform with stainless steel sink and dado up to beam bottom level.
- (6) Electrification- branded concealed wiring with modular switches.
- (7) Powder coated aluminum sliding window.
- (8) Wooden frame with flush door at main & bedroom door.
- (9) Granite door frame with waterproof flush door to bath and WC.
- (10) Wall and paints - Gypsum finished internal walls with O.B.D. paints of premium quality & external wall with acrylic paint.
- (11) One Air conditioner in bed room per flat.
- (12) Power backup to lift and common area.

EXTERNALAMENITIES:-

- (1) Club house and well Equipped Gymnasium and Mandir.
- (2) Swimming Pool.
- (3) Children play area with Landscaped Garden.
- (4) Jogging track.
- (5) 24hrs. security.
- (6) Shuttle bus service available between Ambernath Railway Station to Royal flora.



Handwritten signature or initials.



उ ह न - ३	
दस्तक्र. ४११२ / २०१७	
६०	११८

SIGNED & DELIVERED

By the within named Developer

M/S. ROYAL GALAXY DEVELOPERES

Through it's partner.

Shri. Shri. Gunwant Sohanlal Kherodiya.....

Gunwant

SIGNED & DELIVERED

By the within named Owners

1) Mr. Nareshkumar Ganpatraj Mehta

Naresh

and

2) Mr. Ganpatraj Badanraj Mehta

Ganpatraj

SIGNED & DELIVERED

By the within named Purchaser

Shri. VIRENDRA BHARTI SHARMA

Virendra

Smt.....

M/s. _____

In the presence of through its Partner/Director

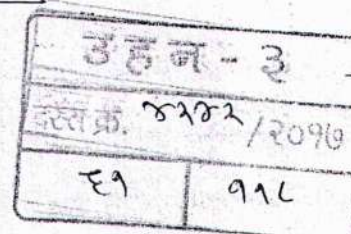
Mr. _____

In the presence of Witness:

1. RAJKUMAR

Rajkumar

2. ARUNKUMAR

Arunkumar

766	73
0602/2020	
3 - 103	



RECEIPT

RECEIVED of and from the within named]
 Purchaser/s, Mr. / Mrs. / M/s. VIRENDRA]
BHARTI SHARMA]
]
 a sum of Rs 51,000/- (Rupees FIFTY]
ONE THOUSAND only)]
 in Cash / Cheque / DD No.]
 Dated drawn on]
 Bank]
 Branch being the amount]
 of earnest money paid on or before]
 execution hereof.]

PS
fair

WE SAY RECEIVED
 M/S. ROYAL GALAXY DEVELOPERES

Partner



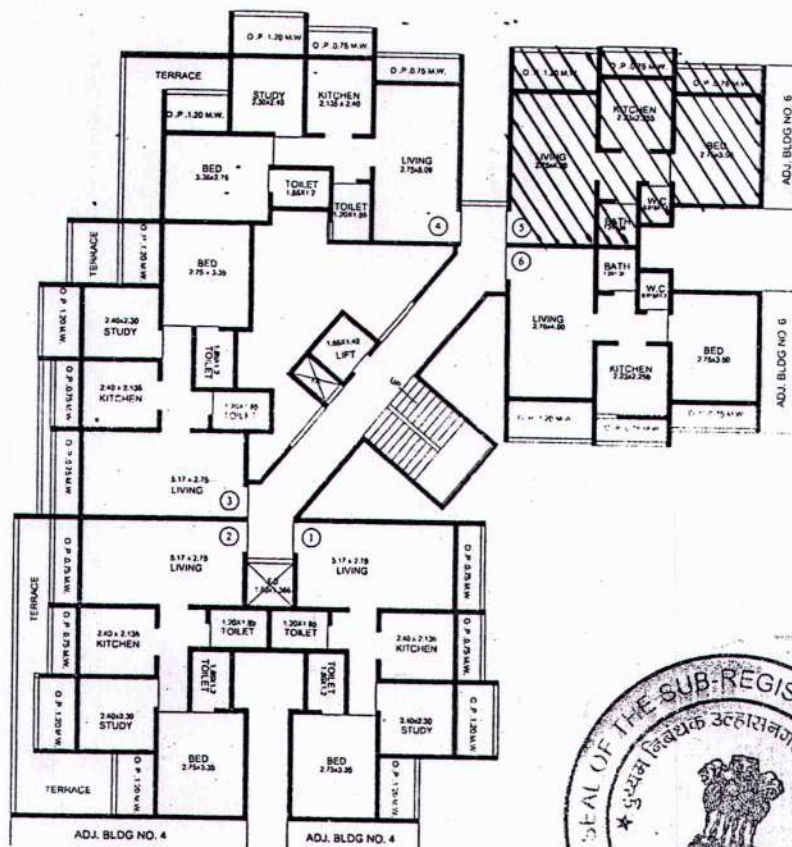
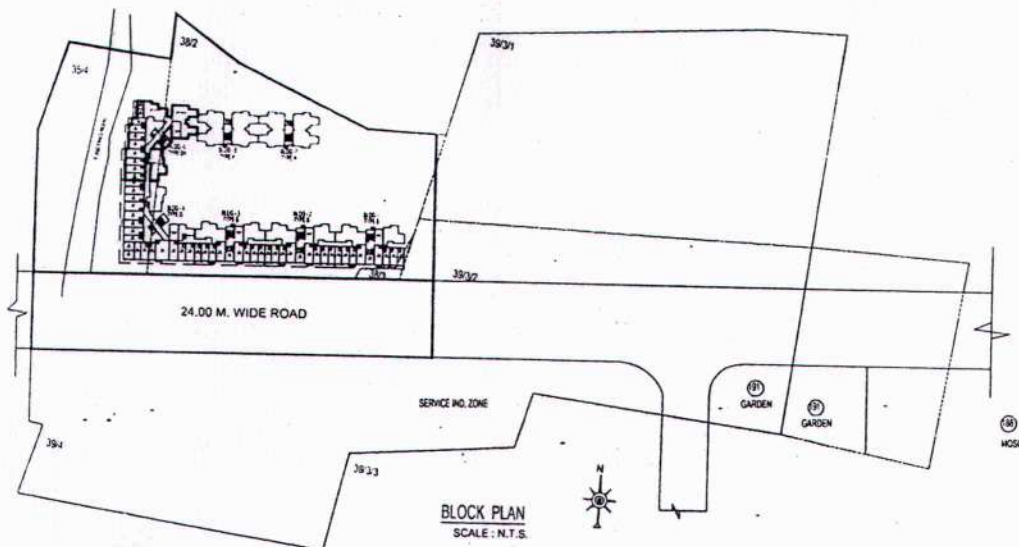
उह न - ३	
रस्त क्र. १२१२/२०१७	
६३	११८

LIST OF ANNEXURES

Sr. No.	PARTICULARS
1.	Annexure I is a copy of N.A. order dt:15.03.2013 Annexure I A-1 to A-8 are a copies of 7/12 extracts
2.	Annexure II is a copy of Building Commencement Certificate bearing No.A.M.C/NRV/BP/11-14/91/2242/14 dated 20.04.2013
3.	Annexure III is a copy of Plan with Buildings thereon & stamped plan of C.C
4.	Annexure IV is a copy of Index II of the supplementary Development Agreement
5.	Annexure V Copy of Title Certificate date 11.05.2013
6.	Annexure VI Typical floor plan



उत्तर - ३	
दस्तावेज क्र. ४१२ / १०१७	
२४	११८



105



TYPE D
BLDG NO. - 5

PROJECT - ROYAL FLORA

ARCHITECT

उहान - ३	
इस्तक. ४४२/२०१७	
६५	९९८



उ ह न - ३	
दस्त क्र. १११२/२०१७	
६६	११६

मीने पाते, ता.अध्यापक स.सं.३५/४,२०/३,२१/३अ३५/३४,३५/४
 प्र.महसुल/क-१/६-१४/एमएपी/एसआर (३०/१३)१०५/१३

जिल्हाधिकारी कार्यालय ठाणे

दिनांक 15 MAR 2013

पत्रांचे :-

१. श्री गणपतराज गदमराज मेहता व श्री. मरेशकुमार गणपतराज मेहता या. पाते ता. अध्यापक
 जि.ठाणे यांचा दि. ०८/०२/२०१२ दि. २०/११/२०१२ रोजीचा अर्ज
२. तहसिलदार अध्यापक यांचे कडील त्रुटि पाहणी अहवाल पत्र क्र. जमिनवाच/टे-३/
 चिनशेती/एसआर ०३/१३ दि. ११/०१/२०१२ व दि.०५/०२/२०१३ रोजीचा अहवाल
३. मुख्याधिकारी अध्यापक यांचेकडील जा.क. अ.न.२/
 नाट्य/पा.प/११-१३/१२५३/२००२/१३० दि. ३/२/२०१२
४. उपजिल्हाधिकारी (मुसंगदन) मेहता सेंटर - ३ ठाणे यांचे कडील पत्र क्र.भूस/मे.सं./
 एसआर-२०५/ दि.०५/०३/२०१२
५. उपजिल्हाधिकारी (मुसंगदन) लघु पाटबंधारे ठाणे ३ ता.माळा यांचे कडील पत्र
 क्र.भूस/ल.वा/एसआर/२०३ दि. १५/०३/२०१२
६. भूमि संगणन विशेष अधिकारी (विशेष घटक) ठाणे यांचे कडील पत्र क्र.भूसपिअ/
 नाट्य/५०९ दि. ०१/०३/२०१२
७. उपजिल्हाधिकारी (मुसंगदन) उल्हासगॉरे प्रकल्प ठाणे यांचे कडील पत्र क्र.भूसपादन/
 टे.नं.२/सी-६९७८ दि.०१/३/२०१२
८. उपजिल्हाधिकारी (मुसंगदन) लघु पाटबंधारे ठाणे ५ ता.मजला यांचे कडील पत्र
 क्र.भूसपादन/एसआर/चशि-१११/१२ दि.०९/०३/२०१२
९. उपविभागीय अधिकारी उल्हासगॉरे विभाग उल्हासनगर यांचे कडील पत्र क्र.उपपिअ/
 जमिनवाच/टे-१/काचि-२४/२०१२ दि.१४/०३/२०१२
१०. अर्जदार व कुळमुख्यालय पत्रकारकायदेचे विहित नमनगारी
 दि.७/११/२०१२
११. अर्जदार यांनी सादर केलेले विहित नमनगारी विहित
 दिनांक. ११/०३/२०१२
१२. दि. २४/१०/२०१२ चे 'महाराष्ट्र जनमुद्रा' व
 या वृत्तपत्रात प्रसिद्ध केलेला जाहीरनामा



आदेश :-

ज्याअर्थी, उपरोक्तार्थी अमुकनांक यांनी दि. २४/१०/२०१२ रोजी ठाणे
 जिल्ह्यातील अध्यापक जालुक्यातील मोजे पाते या ठिकाणी ३५/४, ३६/२, ३८/३, ३९/३अ,
 ३९/३४, ३९/४ क्षेत्र ३१४३०-०० मधील या नालकीच्या जमिनीतील जागेचा राहत्यास व वाणिज्य
 या विभक्तिके प्रयोजनार्थ धापर करण्याची परवानगी मिळण्याबाबत अर्ज केलेला आहे.

आणि ज्या अर्थी, या कार्यालयाचे दि. २४/१०/२०१२ चे 'महाराष्ट्र जनमुद्रा' व
 दि.२५/०३/२०१२ चे 'अमृत कलश' या वृत्तपत्रात जाहीरात दिलेली होती व त्यावर
 श्रीमती.भानुबाई परशुराम थोरे यांनी हरकत अर्ज इकडील कार्यालयात दि.८/३/२०१२ रोजी
 दाखल केला होता. हरकतदार यांनी अर्जदार यांचे धरोवर समझोता करारनामा (एमजॉयंट) करून
 हरकत भागे घेत असून भूतजुतीने हरकत घेतली होती असे लिहून दिले आहे. मध्य हरकतदार
 यांचा हरकत अर्ज दि.११/०३/२०१२ रोजी निर्याली ठेवणेत आले बाबत हरकतदार यांना लेखी
 कळविणेत आले आहे.

या अर्शी आता महाराष्ट्र जमीन महसुल अधिनियम १९८२ च्या अन्वये
 जिल्हाधिकारी ठाणे यांच्याकडे निहित करण्यात आलेल्या

उल्हासगॉरे	
दि. २२/२/२०१३	
२८	११८

मीजे पाले, ता.अंबरनाथ स.नं.३५/४,३८/२,३८/३,३९/३,३९/२४,३९/४
क्र.महसुल/क-१/टे-१४/एनएपी/एसआर (४०/१२)१८५/१२

जिल्हाधिकारी ठाणे याद्वारे श्री गणपतराज वदनराज नेहता व श्री. नरेशकुमार गणपतराज नेहता यांना मीजे पाले, ता.अंबरनाथ जि.ठाणे येथील सर्व्हे नंबर ३५/४, ३८/३, ३८/२, ३९/३, ३९/२४, ३९/४ क्षेत्र ३०४७६-६८६ चौ.मी. रहियामत व वाणिज्य क्षेत्र ९५३-३१४ चौ.मी. असे एकूण क्षेत्र ३१४३०-०० चौ.मी. या जमिनीचा विनशेती थप्पर करण्याबाबत पुढील शर्तीवर अनुज्ञा (परवानगी) देण्यात येत असून अंबरनाथ नगरपालिका यांचे वकील मंजूर बांधकाम नकाशांनुसार खालील क्षेत्रावर बांधकाम अनुज्ञा नाही.

१. सफ़ीन इंडस्ट्रियल झोन.
२. डि.पी.एंड
३. राजवड साठी राखीव
४. अग्निनिरोध क्षेत्र

७४७९-१२ चौ.मी
५८०८-०८ चौ.मी
५२२-४५ चौ.मी
४४०४-९८ चौ.मी



त्या शर्ती अन्वये :-

१. ही परवानगी अधिनियम व त्यावरील केल्ले नियम यांना अधिपत राहून देण्यात आलेली आहे.
२. अनुज्ञाप्राप्ती व्यक्तीने (प्रीतीने) अशा जमीनीचा वापर व त्यावरील इमारतीचा आणि किंवा अन्य बांधकामाचा उपयोग उक्त जमीनीचा उदा प्रयोजनार्थ उपयोग करण्यास परवानगी देण्यात आली असून त्या प्रयोजनार्थ केवळ केला पाहिजे आणि त्याने अशी जमीन किंवा तिचा कोणताही भाग किंवा अशी इमारत यांचा इतर कोणत्याही प्रयोजनार्थ जिल्हाधिकारी ठाणे यांच्याकडून तशा अर्थाची आगाऊ लेखी परवानगी मिळविल्याशिवाय वापर करू नये. इमारतीच्या वापरावरून जमिनीचा वापर ठरविण्यात येईल.
३. अनुज्ञाप्राप्ती व्यक्तीने उक्त जमिनीबाबत अंबरनाथ नगरपरिषद यांचे वस्तु नव्याने सुधारित बांधकाम/रेझाकन मंजूरी घेतल्यास इकडील कायद्यांनुसार त्या अनुषंगाने नव्याने विनशेती आदेश घेणेस बांधकाम करू नये.
४. अशी परवानगी देण्याच्या प्राधिकारान्वये असा मुख्यधर्मी किंवा त्याचे व कोणतेही उपमुख्य धर्मालया बाबत मंजूरी मिळाली असल्या त्या उपमुख्यधर्मी आगाही घटकामागची कारवाय करू नये.
५. अनुज्ञाप्राप्ती व्यक्तीने (अ) जिल्हाधिकारी व संबंधित नगरपालिका प्राधिकारण यांचे सन्मानन होईल अशा रितीने अशा जमीनीत सर्व्हे, गटारे वगैरे बांधून आणि (ब) मूनापन मिळाल्या नंतर अशा मुख्यधर्मी मोजणी व त्याचे सीमांकन करून ही जमीन वा वादविवादित केली जाईल अशा अशा रितीने ही जमीन विकसित केली जाई असेल त्या व्यक्तीची कोणत्याही रितीने विल्लेवाट बाधता कामा नये.
६. अनुज्ञाप्राप्ती व्यक्तीने असा मुख्य धर्मालयाचा असेल किंवा त्याची इतर प्रकारे विल्लेवाट बाधता कामा नये अशा अनुज्ञाप्राप्ती व्यक्तीने तो मुख्य धर्माचा आदेशात आणि त्याच्या विल्लेवाट लावणे आणि त्याचे निष्पादित केलेल्या विल्लेवाट तसा यास उल्लंघन करणे हे त्यांचे कार्य असेल.
७. कोणता जोडलेल्या सर्व्हे आराखड्यात आणि किंवा इमारतीच्या नकाशात निर्दिष्ट केलेल्या प्रमाणे इतर बांधकाम जोसे क्षेत्रावर बांधकाम करण्या शिवाय ही परवानगी देण्यात आलेली आहे तसे मुख्यधर्मातील नकाशात दर्शविल्या प्रमाणेच उर्वरित क्षेत्र विना बांधकाम नोंदले सोडले पाहिजे.
८. प्रस्तावित बांधकाम हे नकाशात दर्शविलेल्या नकाशा वेशा जास्त मजल्याचे असेल तर



उद्देश - ३	
दस्तक्र १२४२ / २०१७	
६८	११८



मौजि दावे, ला.अं.परनाथ स.न.३५/४/२०/२३६/२/३१/२अ३१/२४,२१/४
क्र.महसुल/क-१/६-१४/एनएपी/एसआर (४०/१२)१८५/१२

9. असाधारण इमारत विद्या खोमलेही काम (असल्यास) त्याच्या बांधकामास सुरुवात करण्यापूर्वी अनुज्ञाप्राप्ती व्यक्तीने (पेटिने) अं.परनाथ नगरपालिका कार्यालय बांधकाम परवानगीचे नुमदीनकालात असा दावा त्यानंतरच बांधकाम करणे अनुज्ञाप्राप्ती बांधकाम बांधकामाकरिता राहिल.
10. अनुज्ञाप्राप्ती व्यक्तीने सोप्या जोडलेल्या नकाशात दर्शविल्या प्रमाणे सीमांतिक नोंदवले अंतर (ओपन मार्जिनल डिस्टेंस) सोडले पाहिजे.
11. या आदेशाच्या दिनांका पासून एक वर्षाच्या कालावधीत अनुज्ञाप्राप्ती व्यक्तीने अशा जमीनीच्या विंगर शेती प्रयोजनासाठी बांध करण्यास सुरुवात केली पाहिजे. मात्र वेळोवेळी असा कालावधी पाडविण्यांत आला असेल तर ती गोष्ट अलाहिदा. अनुज्ञाप्राप्ती व्यक्तीने उपरोक्त प्रमाणे न केल्यास ही परवानगी रद्द करण्यांत आली असल्याचे समजण्यांत येईल.
12. अनुज्ञाप्राप्ती व्यक्तीने अशा जमीनीचे विंगर शेती प्रयोजनास बांध करण्यास ज्या दिनांका पासून सुरुवात केली असेल किंवा ज्या दिनांकास त्याने अशा जमीनीच्या बांधकामात बदल केला असेल तर तो दिनांक त्याने एक महिन्याच्या आत तलाठ्या मार्फत अं.परनाथ तहसिलदारास कळविले पाहिजे. जर तो असे करण्यास चुकले तर महाराष्ट्र जमीन महसूल (जमीनीच्या बांधकामातील बदल व विंगरशेतीची आकारणी) नियम १९६९ मधील तरिका ६ अन्वये त्याच्यावर बांधकाम करण्यास असा अनुज्ञाप्राप्ती पाड ठरेल.
13. अशा जमीनीच्या त्या प्रयोजनास बांध करण्यास अनुज्ञाप्राप्ती परवानगी देण्यांत आली असेल त्या प्रयोजनास बांध करण्यास प्रारंभ करण्याच्या दिनांका पासून सदर अनुज्ञाप्राप्तीने त्या जमीनीच्या बांधकामात दर चौ.मी. मध्ये ०-१०-० रसेस या दराने विंगर शेतीची आकारणी केली पाहिजे किंवा परवानगीच्या तरिकाच्या पूर्णतः प्रमादाने अथवा त्यानंतर अंमलात येणारे विंगरशेती ठराने विंगरशेती आकार देणे बांधकाम राहिल. अशा जमीनीच्या बांधकाम कोणत्याही प्रकारचा बदल करण्यांत आला तर त्या प्रसंगी निराळ्या दराने विंगर शेतीची आकारणीच्या हमीची मुदत अजून समजावण्याची आहे ही गोष्ट विचारात घेण्यात येणार नाही.
14. अनुज्ञाप्राप्ती व्यक्तीने सदर जमीनी अतितातही नोंदणीची रक्कम रु.४५,०००/- (अक्षरी रु.४५०) दि.११/०३/२०१२ अन्वये भ्रमण जमा केली आहे.
15. भूनामन विभागाकडून जमीनीची नोंदणी करण्यांत आल्या नंतर अशा जमीनीचे जितके क्षेत्रफळ आढळून येईल तितक्या क्षेत्रफळानुसार या आदेशात आणि सनदीमध्ये नमूद केलंले क्षेत्र तसेच विंगरशेतीची आकारणी पात बदल करण्यांत येईल.
16. सदर जमीनीच्या विंगरशेतीची बांधकाम प्रारंभ केल्याच्या दिनांका पासून दोन वर्षांच्या कालावधीत अनुज्ञाप्राप्तीने अशा जमीनीवर आवश्यक ती इमारत बांधली पाहिजे अन्यथा सदरहू आदेश रद्द समजण्यांत येईल व अनुज्ञाप्राप्ती यांना अकृषिक परवानगीसाठी नव्याने अर्ज सादर करावा लागेल.
17. पूर्वीच नमूद केलेल्या नकाशावरहुकुम आगोदरच बांधलेल्या इमारतीत अनुज्ञाप्राप्तीने कोणतीही भर घालता कामा नये किंवा ती भरणे कोणताही केवढा करता कामा नये, मात्र अशी भर घालण्यासाठी किंवा केवढा करता करण्यासाठी जिल्हाधिका-यांची परवानगी घेतली असेल आणि अशा भराने किंवा केवढा करता नकाशे नमूद करून घेतले असतील तर ती गोष्ट येगळी.
18. अनुज्ञाप्राप्ती व्यक्तीने आजुबाजुच्या परिसरात असलेल्या या बांधकामाच्या इमारतीत अशा रीतीने आशल्या सततच्या प्रचलने आणले जमीनसुचकामाची व बांधकामाची बांधकामाची व्यक्ती केली पाहिजे.

उद्दन - ३	
दि. ४२४२/२०१०	
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मीजे पात, हा.अंबरनाथ स.नं.३५/४,३८/२,३८/३,३९/३,३९/३४,३९/४
क्र.महसुल/क-१/टे-१२/एनएपी/एसआर (४०/१२)१८५/१२

१९. जमीनीच्या विंगरशेतकी बाबत प्रारंभ केल्याच्या दिनांका पासून एक महिन्याच्या कालावधीत अनुज्ञाप्राप्ती बाबतीने नगराध्यक्षानी मागविले (जमीनीच्या बाबत बदल व विंगरशेतकी आकारणी) निघून १९६९ वातात अनुसूची पाय मध्ये दिलेल्या नमुन्यात एक सनद करून देऊन तीत या आदेशातील सर्व शर्ती समाविष्ट करून त्यास बंधनकारक असले.

२०. या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीवरील कोणत्याही शर्तीचे अनुज्ञाप्राप्ती घेवतीने उत्तरेपत्र केल्यास उक्त अधिनियमाच्या उपबंधान्वये असा अनुज्ञाप्राप्ती ज्या कोणत्याही शास्त्रीय नगर वरील त्या शास्त्रीय बाधा न येऊ देता बांधण्याच्या जिल्हाधिका-यास तो निर्दिष्ट केले असले आणि अकारणी भरल्यानंतर उक्त जमीन किंवा मूखंड जमीन (खंड अ) मध्ये काहीही अत्यूत असले तरीही या परवानगीच्या तरतुदीविरुद्ध बांधण्या या इमारतीच्या किंवा बांधकामाचा वापर करण्यात आला असेल तर विनिर्दिष्ट करबदल करण्याविषयी बांधण्याच्या जिल्हाधिका-याने निर्देश देणे विधी संमत असेल. तसेच बांधण्याच्या जिल्हाधिका-याला अशी इमारत किंवा बांधकाम काढून टाकण्याचे किंवा तीत करबदल करण्याचे काम करवून घेण्याचा किंवा त्या प्रीत्यर्थ आलेला खर्च अनुज्ञाप्राप्ती घेवती काढून जमीन महसुलाची थकबाकी म्हणून वसूल करून घेण्याचा अधिकार असेल.

२१. विलेली ही परवानगी मूखंड कुलसंहिता व शेतजमीन अधिनियम १९४८, नगराध्यक्ष प्रान्धायत अधिनियम आणि नगरपालिका अधिनियम १९४८, नगराध्यक्ष त्या त्या वेळी अमलात असलेल्या इतर कोणत्याही कायद्याचे कोणतेही उपबंध प्रकरणाच्या अन्य तसेच कोणत्याही बांधकाम शास्त्रीय लागू होतील. त्या उपबंधाच्या अधिन असेल.

२२. अनुज्ञाप्राप्ती घेवती विंगरशेतकी आकारणीच्या बाबत रक्कम रु.१६,६६८/- (अक्षरी रुपये सोळा हजार सहाशे आठसहस्र मात्र) रुपांतरित कर (कॉन्सर्वेशन टॅक्स) म्हणून इन्स्टीटुट दि.११/०२/२०१२ अन्वये ताब्यात जमा करावी आहे.

२३. अनुज्ञाप्राप्ती घेवती अंबरनाथ नगर परिषद यांचे लकील मजूर दफाशावरहूनच वाचवून केले जाईल.

२४. अनुज्ञाप्राप्ती घेवती अंबरनाथ नगरपालिका यांचेकडील बांधकाम नकाशा अतिरिक्त जागा बांधकाम केल्यास अगर बांधकामाबाबत घेतल जाण असा पटई शीत निर्देशांक मानल्यास अनुज्ञाप्राप्ती ही नगराध्यक्ष प्रादेशिक बांधकाम अधिनियम १९६९ चे कलम ५३ अन्वये कोणत्याही व्यक्तीच्या मुक्ता बाबत धरण्यास लागू राहतील व असे जादा बांधकाम कर करण्यास लागू राहतील.

२५. नगरपालिका विभागाच्या पाण्याची सोय करण्याची जबाबदारी अनुज्ञाप्राप्ती घेवतीवर राहिल. नगराध्यक्ष नगरपालिकेने संयोजित विकासकाम इमारत बांध परवानगा येऊ नये.

२६. नगराध्यक्ष २६/०२/२०११ मधील मा.न्यायालयाचे अंतर्गत स्वमितीबाबत शासनाचे सुचनांनुसार मा.न्यायालयाचे अंतिम आदेशास अधिन राहून सध्या परवानगी देणेत आली असून मा.उच्च न्यायालय/ शासन बांधकाम जे निर्णय/आदेश देतील ते अर्जदार यांचे बंधनकारक राहिल.



उद्धार - ३	
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