



BEFORE THE NATIONAL GREEN TRIBUNAL WESTERN ZONE

BENCH PUNE

Application No. 70/2020

Prafull Shivaji Pise

...

Petitioner

Versus

Municipal Council of Chiplun&ors.

...

Respondent

AFFIDAVIT IN REPLY ON BEHALF OF RESPONDENT NO.5

I, Snehal Sudhir Butala, Age: 51 years, Occupation: Agriculture and business, Having address at: Khed, Taluka- Khed, District- Ratnagiri, Pin- 414605, do hereby beg to state on solemn affirmation as under:

1. I say and submit that I have personal knowledge and information of the issue involved in the present petition. I have also gone through the records of the present matter. Hence, I am filing the present Affidavit being well versed with the facts of the case. However I should not be deemed to admit anything which is contrary to or inconsistent with what is stated hereinafter in the absence of specific denial.
2. At the outset, I say and submit that the present application is bad in law and the same is not maintainable on the ground of limitation. The present Respondent herein raises a preliminary objection on the point of limitation. That the Applicant has mentioned in the present application that the Applicant is the resident in the same area. Hence, it cannot be said that the Applicant was unaware of the alleged work being the resident of the said area. It was well within the knowledge of the Applicant that the work has commenced, still the Applicant mala fide filed the present Application. It is therefore clear that the present application is filed with mala fide intention. It is pertinent to note that the same is beyond limitation and deserves to be dismissed on the same ground.

3. I say and submit that with respect to the issue involved in the present application I would like to bring certain relevant facts to the notice of this Hon'ble Tribunal which would directly reflect the ill-intention of the Applicant. I say and submit that the adjacent part of my property is owned by Mr. Deepak Nimkar which is the part of City Survey No. 6397. I say and submit that the portion of Sy. No. 6397 owned by Mr. Deepak Nimkar is at the back side and lacks front view from the road. Moreover, there is an apprehension of Mr. Mr. Deepak Nimkar that the construction of the Applicant may block the view of Mr. Deepak Nimkar 's project and will eventually result into less commercial profits at the time of selling of the premises constructed on the plot. Considering this, with an ill-motive Mr. Deepak Nimkar has filed Writ Petition No. 713/2020 before the Hon'ble Bombay High Court. The Hon'ble High Court did not think it appropriate to grant any interim relief in the above-mentioned Writ Petition. The Writ Petition has been filed by Mr. Deepak Nimkar with a sole motive to obstruct the construction of the Respondent Nos. 4 to 7 so that the Respondent Nos. 4 to 7 won't be left with any other option but to sell their portion of land to Mr. Deepak Nimkar. There has been persuasion for the same to which the present Respondent did not succumb to. Thus, Mr. Deepak Nimkar being a politician is trying to pressurize the Respondent Nos. 4 to 7 and use all his influences to stop the construction of Respondent Nos. 4 to 7. It is pertinent to note that the present Applicant is a close acquaintance of Mr. Deepak Nimkar and on the instance of Mr. Deepak Nimkar the present Applicant has filed the present application. Moreover, it is with much persuasion of Mr. Deepak Nimkar a word "Nala" has been introduced and/or used for the first time; to cause losses to the Respondent Nos. 4 to 7. Hence it is submitted that the present petition is outcome of ill-will of Mr. Dipak Nimkar who is politically influential person of Chiplun City, has an influential position in the city and has a strong connection with the officials of various authorities. Therefore the present application is an ill-motivated petition and lacks bonafide. It is submitted that Mr. Dipak Nimkar was expecting an interim order from the Hon'ble High Court in W.P. No. 713/2020, but the Hon'ble High Court did not feel it necessary to grant an interim stay. Therefore, this application has been filed with an ulterior motive. The copy of the Writ Petition 713/2020 is annexed herewith and marked as "Annexure A."



4. I say and submit that the contents in paragraph C-1 are partially true and correct. It is true to say that the Applicant is a resident at the abovementioned address. I further say and submit that it is not true to say that the present Applicant is a social worker. That the present application is ill-motivated, as he is a close acquaintance of Mr. DipakNimkar and the Applicant has only mentioned that he is a social worker to mislead the Hon'ble Tribunal and get favorable orders.
5. I say and submit that the contents in paragraph C-2 are admitted facts and needs no comments from the present Respondent.
6. I say and submit that the contents of paragraph C-3 are not true and correct. It is not true to say that there is Nala flowing from Prabhat Road, Royal Nagar, Chiplun i.e., South direction of city Survey No. 6397 i.e., said plot. It is pertinent to note that the Applicants contention that the said channel is a Nala is not true and correct as it is a sewage line carrying the sewage from the city.
7. That in the year 2005, there was heavy flood in entire Konkan, Mumbai, Panvel, Raigad, Roha, Mangaon, Khed, Mahad, Chiplun were affected. It was a nature calamity and not a manmade disaster. It has no concern with said "GUTTER" (Sewage Line). That whatever photograph produced by applicant are not according to the factual situation. The flood line as described by the Applicant is not correct. I say and submit that the road as well as the Gutter mentioned by applicant are constructed when City of Chiplun was developed & thereafter as per requirement, after following the due procedure of Law, land was acquired & widening of road was carried out and facility of Gutter is provided, so the said Gutter is outcome of the said procedure and is in public interest.
8. That in the year 1973, when some portion of the city survey no.6397 was acquired and measurement was carried out, at that time Government surveyor didn't notice "NALA" thereupon. So, it is 'Gutter' which is in existence since road was constructed.
9. I say and submit that all the channel of Gutters in Chiplun are ultimately merging with "SHIV NADI", not just this Gutter but also all channel of entire city merges into SHIV River. That this is nothing but part of arrangement of development. That said Gutter was not in existence before construction of road. It's not outcome of



natural source. It is wrong to content that, it was 5.00 meter in width; on the contrary it was one- & one-half meter before constructing it, now its 3.20 meter in width.

10. I say and submit that the contents in paragraph C-4 are admitted facts. That the said Respondent has commenced the construction work only after getting permission from the Respondent No. 1 and fulfilling the conditions mentioned thereunder.
11. I say and submit that the contents in paragraph C-5 are false to the extent of the photographs and I deny the same.
12. I say and submit that the contents in paragraph C-6 are not true and correct. It is not true to say that the RCC construction of the Nala has impeded the natural flow of the 'Nala' and hence denied by the Respondent No. 5. It is submitted that the present Applicant has put false allegations on the basis of wrong facts; without putting forth any proof for the same. In fact, no 'NALA' as described by the applicant was and is in existence, so the question of changing the natural course of water doesn't arise. So, the question of violation of Sec-24 of the water (Prevention and control of pollution, act 1974) doesn't arise. Hence, I don't admit the same.
13. I say and submit that the contents mentioned in paragraph C-7 of the present application does not fall within the purview of Schedule I of the National Green Tribunal Act. In spite of this I state that whatever permission issued by the municipal council is according to rules and regulation and is valid and legal. Hence, the contents of paragraph C-7 is denied.
14. I say and submit that the contents in paragraph C-8 are not true and correct. It is not true to say that Respondent Nos. 4 to 7 for their personal gain are hand and glove with the authorities and have completely changed the natural course of Nala by disturbing the water body and is causing water logging and water pollution resulting into environmental degradation. I further say and submit that the present Applicant with mala fide intentions is falsely



accusing the Respondent and had not put forth any proof to show the legitimacy of the allegations.

15. I say and submit that the contents in paragraph C-9 are not true and correct and hence the Respondent No. 5 does not admit the same. It is pertinent to note that the Respondent no. 1 granted conditional Sanction to the Respondent Nos. 4 to 7. That only after being satisfied that the Respondent Nos. 4 to 7 have completely abided by the conditions for commencement Respondent No. 1 directed them to continue with the construction work.

16. I say and submit that the contents in paragraph C-10 are not true and correct. It is not true to say that the said area is a flood prone area and due to such impediments in the natural course of the nala it will be high risk for the human habitant residing in the area and it will also cause great damage to the environment. It is pertinent to note that there has been no flood in the past 15 years, in spite of the heavy rainfall during the last monsoon. It is also important to note that the present Applicant had frequently alleged that the activity of the Respondents will cause great environmental damage but has failed to show any proof for the same.

Without prejudice to anything stated above I hereby most respectfully submit:

17. That the Respondent No. 1 issued a conditional Sanction of Building Permission and Commencement Certificate dated 19.6.2019. It is submitted that the present Respondent only after the grant of the Commencement Certificate started the construction work and have always been in compliance of the conditions mentioned in the said Certificate.

18. It is submitted that the present Respondent carried the said construction adhering to all the conditions laid by the Respondent No. 1 and the construction carried out by the Respondent has never been detrimental to the environment.

19. The present Respondent submits that the present Respondent have got the NA permission (Non-agricultural use permission) in



February, 2020. A demarcation has been carried out in that respect and also a map has been prepared depicting the same. The Respondent submits that the above mentioned map showing the land in question as a NA (Non-agricultural use permission) land does not mention existence of any Nala as alleged by the Applicant. The NA demarcation map is annexed herewith and marked as **"Annexure B."** The Respondent further submits that a map of city Chiplun which is available in the office of Respondent No. 2 dated 10.2.1969 also does not reflect existence of any Nala as alleged by the present Applicant. The Respondent submits that there is one Nala flowing adjacent to Sy. No. 6397 this is at a distance of 200-300 meters from the site in question. The said map is annexed herewith and marked as **"Annexure C"**.

20. The Respondent submits that in the present Application, the Applicant has raised the environmental issue about a RCC Construction of channel carrying water from the city consisting of sewage water. The said channel is not a Natural Source of water and it had been provided to carry out sewage from the city to the outskirts. All the official maps and records do not show any existence of channel at the site specified by the Applicant. The Applicant has wrongly alleged the same water flow as "Nala". The Respondent specifically denies the same.

21. It is submitted that the Respondent and the architect of the said project had received a letter from the Respondent no. 1 thereby directing the present Respondent to complete the RCC work of the channel and thereafter commence the construction work at site; the same being in public interest. The said letter dated 2.1.2020 is annexed herewith and marked as **"Annexure D"**. It is submitted that the Respondent has replied to the said letter on 4.1.2020 mentioning thereby there does not exist any Nala but it is sewage. It is submitted that in the letter at Annexure D the Respondent No. 1 wrongly mentioned a "Nala". In fact, there does not exist any Nala as mentioned by Respondent No. 1. There is a sewage line for channelizing and flow of sewage generated in the area. The Respondent No. 1 had, without verifying the official records and material available came to a wrong conclusion and wrongly mentioned the same as "Nala". The reply dated 4.1.2020 is annexed herewith and marked as **"Annexure E"**. On receipt of the same the



Respondent No. 1 vide letter dated 5.1.2020 directed the present Respondent to complete the construction of sewage as envisaged in revised Development Plan and then commence the construction work. The copy of the letter dated 5.1.2020 is annexed herewith and marked as "Annexure F". Hence, it is very clear from the above mentioned correspondence that construction of the sewage is very necessary for the hygiene and health of the residents of the city and therefore the Respondent no. 1 had directed the present Respondent to complete the same on priority basis.

22. It is submitted that the Applicant has falsely alleged in the present application that the present Respondent along with Respondent Nos. 4,6 and 7 constructed the present Nala in RCC which has resulted into impediment of the Natural Flow of the Nala. So also it has allegedly changed the natural course of Nala which is causing water logging. The Applicant further stated that the change in the natural water course has caused environmental degradation. It is pertinent to note that the allegations of the present Applicant are vague and the Applicant has failed to put forth any proof supporting the same. There is no iota of evidence to show the alleged adverse effect on the environment. Hence, the Respondent does not admit the same. The Applicant thus, has filed the present Application on vague contentions.

23. That the Applicant has falsely alleged in the present application that the construction of Nala by the present Respondents will cause water logging. It is important to note that the Applicant has mentioned the floods of 2005 but has failed to consider the heavy monsoon in 2019-2020. The Respondent submits that the work which the Respondent Nos. 4 to 7 have undertaken will, in fact reduce the chances of water logging and flooding in the area. And considering this the Respondent No. 1 thought it appropriate to put the same as a condition precedent in the permission granted by the Respondent No.1. Hence, it is further submitted that the said construction will cause no obstruction to the flow of water, moreover will facilitate the free flow of water.

24. It is submitted that the Applicant has alleged that the activity of the present Respondent will result into the degradation of the environment but at the same time has failed to put forth any proof



to show the legitimacy of the said allegations. The present Respondent submits that the Respondent No. 1 is the authority which will definitely take this aspect into consideration before granting the permission to the present Respondent. It is further submitted that without considering the environmental feasibility; the Respondent No. 1 would not have granted the permission to the present Respondent.

25. It is therefore prayed that the application may kindly be dismissed with cost.

Solemnly affirmed on this the 13th day of January, 2021

I know the Affiant

Hemant Kamalakar Wadeke
Advocate



Affiant

[Signature]



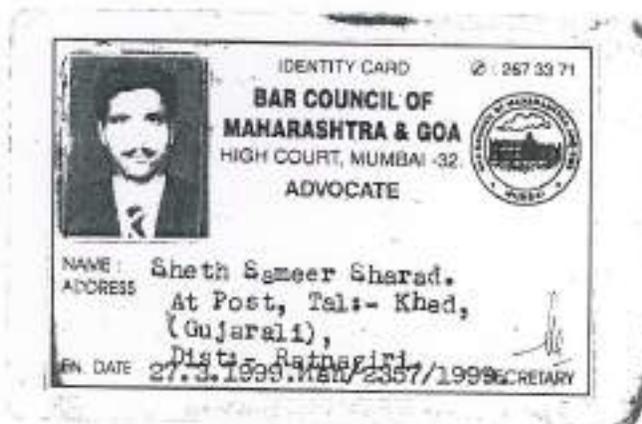
BEFORE ME

[Signature]
Adv. Hemant Kamalakar Wadeke
Regd. No. 15248 B.Sc.L. - 9.,
NOTARY, GOVT. OF INDIA
D.G. Chambers, Gala No. 6, Shivtar Road,
Opp. Civil Court, Tal-Khad,
Dist. Ratnagiri, Pin Code:- 415709.

Solemnly affirm before me by
M/ Mrs. Snehal Sachin Batata
Who is indentified to me by
Mrs. Sameer Shrihar Shetty
whom I Know Personally

Notary of Government of India
do not take any responsibility
of the contents of this document

NOTED & REGISTERED
Sr. No. 54 Page No. 28
Date: 13/1/2021



W.P. No. 713/2020
14/1/2020

"Annexure A"

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

APPELLATE SIDE

Ratnagiri
Prasanna
DISTRICT: THANE

WRIT PETITION NO.

OF 2020

Deepak Rohidas Nimkar

... Petitioner

V/s.

Chiplun Municipal Council & Ors.

... Respondents

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IN THE HIGH COURT OF JUDICATURE OF BOMBAY

APPELLATE SIDE

DISTRICT: RATNAGIRI

WRIT PETITION NO.

OF 2020

Deepak Rohidas Nimkar

...Petitioner

V/s.

Chiplun Municipal Council & Ors

... Respondents

SYNOPSIS

The Petitioner is filing this Writ Petition under Article 226 of the Constitution of India for challenging the building permission and Commencement Certificate dated 19th June, 2019 issued by Respondent No.1 in favour of Respondents Nos.7 to 10 for construction to be carried out on the portion of land admeasuring 282 sq. metres at the North-West corner of City Survey No.6397, Revenue Survey No.146A/1/1, situated at Chiplun, Taluka Chiplun, District Ratnagiri.

LIST OF DATES AND EVENTS

Sr. No.	Date	Particulars of Events and Documents
1.	25 th July, 2018	The Petitioner is the owner of land bearing Survey No.146A, Hissa No.3, City Survey No.6395, admeasuring about 7 Ars and 10 Pratis, equivalent to 775 sq.metres, situated at Chiplun, Taluka Chiplun, District Ratnagiri. The Petitioner by a registered Sale Deed dated 25 th July, 2018, purchased the aforesaid land from Nazir Ahmed Husainmiya Desai and others and

- B -

		the Petitioner is in possession of the said land since the date of its purchase. The Petitioner has an approach road / access to approach his aforesaid property to adjoining plot of land bearing City Survey No.6397.
4.	27 th December,2018	The Respondents Nos.7 to 10 herein purchased a portion admeasuring 282 sq.metres of the larger plot of land bearing City Survey No.6397, Gat No.146A/1/1 by a registered Sale Deed dated 27 th December, 2018.
5.		There is a nala flowing from Prabhat Road, Royal Nagar, Chiplun i.e. East to South direction of City Survey No.6397 is in existence for last many years. The said nala approaches Shiv river as aforesaid and the said Shiv river thereafter merges with Vasishthi river. The said Vasishthi river is affected by high / low tides and water from Koyna dam is also discharged in the said river. The said Vashishthi river gets flooded during monsoon and also at the time of high tide and the water in the said river flows back into Shiv river due to the same.
6.		The Petitioner was shocked and surprised when he noticed certain construction work being started at the aforesaid property. Because of

- C -

		<p>the aforesaid nala which flows abutting the said property, no construction activity as is sought to be carried out by Respondents Nos.7 to 10, can be carried out. Similarly, one and half Guntha portion of Survey No.146A, Hissa No.1 has been acquired for widening of Chinchnaka to Power House road and a separate Hissa No. i.e. Survey No.146A, Hissa No.1(2) has also been allotted to the same and an entry in that regard has been made in the revenue record of the said land and a 7/12 extracts of the same is also available.</p>
7.		<p>After perusing letter dated 11th June, 2019 issued by the Health Department of Respondent No.1, Site Inspection Report, Building Permission and Commencement Certificate dated 19th June, 2019 issued by Respondent <i>No.1 and also letter dated 31st December, 2019</i> issued by Respondent No.1 to the Petitioner, the Petitioner realized that the Building Permission granted by Respondent No.1 in favour of Respondents Nos.7 to 10 for development of the said property is absolutely illegal and the same could never have been granted.</p>
		<p>the Building Permission can otherwise not be</p>

- D -

		granted without observing the said distance of 9 metres from the said nala for the simple reason that if a building is allowed to be constructed abutting the said nala, would be affected by floods during rains, which would be harmful not only to the occupants of the building but also to the citizens of the area.
8.		The impugned Building Permission is also bad in law for not taking into consideration the said right of access available to the Petitioner to approach his property through the said property. The Respondent No.1, while granting Building Permission, therefore ought to have imposed a condition upon Respondents Nos.7 to 10 to leave an approach / access road to approach property bearing City Survey No.6395.
		Hence the Writ Petition.

A) Submissions in brief on behalf of the Petitioner

- (a) The Petitioner submits that the impugned Building Permission is illegal and bad in law on and also does not take into consideration the widening of the road at all.
- (b) The impugned Building Permission is ex facie illegal and the same has been granted in violation of express provisions of the

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Maharashtra Regional and Town Planning Act, 1966 as well as the said Act of 1965.

B) Provisions of Law relied upon by the Petitioner:

- a) The Municipal Councils, Nagar Panchayats and Industrial Townships Act, 1965
- b) The Maharashtra Regional and Town Planning Act, 1966

C) Case Law relied upon by the Petitioner:

Nil at this stage

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Advocate for Petitioner

- 1 -



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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

APPELLATE SIDE

DISTRICT: RATNAGIRI

✓ WRIT PETITION NO.

OF 2020

IN THE MATTER OF THE
MAHARASHTRA MUNICIPAL
COUNCIL, NAGAR PANCHAYAT AND
INDUSTRIAL TOWNSHIP ACT, 1965

AND

IN THE MATTER OF THE
MAHARASHTRA REGIONAL AND
TOWN PLANNING ACT, 1966
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✓
AND

IN THE MATTER OF ARTICLES 14, 19,
21, 22B AND 300A OF THE
CONSTITUTION OF INDIA

Deepak Rohidas Nimkar

Age: 53 years, Occ.: Agriculturist & Business

Residing at Muradpur, Chiplun,

Taluka Chiplun, District Ratnagiri – 415 605.

... Petitioner

V/s.

1. Chiplun Municipal Council
Chiplun, District Ratnagiri.
Through its Chief Officer
2. The Collector, Ratnagiri,
District Ratnagiri.
3. The Town Planner,
Ratnagiri, ✓

✓
Having his office at

House No.669, Sawant Bungalow,
Swami Vivekanand Road,
Maruti Mandir, Ratnagiri,
District Ratnagiri.

4. The Town Planner,
Konkan Division,
Having his office at
Pune Municipal Corporation Building,
M.G.Road, Shivajinagar, Pune.
5. The Assistant Director (Town Planning)
Konkan Division,
Having his office at
Room No.305, Konkan Bhuvan,
Belapur, Navi Mumbai.
6. State of Maharashtra
Through the Secretary,
Urban Development Department,
Mantralaya, Mumbai.
7. Sudhir Sharad Butala
Age: 53 years, Occ.: Advocate
Residing at Khed,
Taluka Khed, District Ratnagiri.
8. Snehal Sudhir Butala
Age: 51 years,
Occ.: Agriculturist & Business

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Residing at Khed,

Taluka Khed, District Ratnagiri.

9. Beena Sameer Sheth

Age: 41 years,

Occ.: Agriculturist & Business

Residing at Gujar Ali, Khed,

Taluka Khed, District Ratnagiri.

10. Iqbal Husain Arkate

Age: 56 years,

Occ.: Agriculturist & Business

Residing at Unity Plaza,

Govalkot Road, Chiplun,

Taluka Chiplun, District Ratnagiri.

... Respondents

THE HUMBLE PETITION OF
THE PETITIONER ABOVE NAMED

MOST RESPECTFULLY SHOWETH

1. The Petitioner is citizen of India and is residing at the address mentioned in the cause title of this Writ Petition. Respondent No.1 is a Municipal Council established under the provisions of The Municipal Councils, Nagar Panchayats and Industrial Townships Act, 1965 (hereinafter referred to as 'the said Act of 1965'). Respondents Nos.2 to 5 are the officers appointed by Respondent No.6 State of Maharashtra. Respondents Nos.7 to 10 may claim to be affected by the Orders those may be passed in this Writ Petition. The Respondents are thus amenable to the

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writ jurisdiction of this Hon'ble Court under Article 226 of the Constitution of India.

2. The Petitioner is filing this Writ Petition under Article 226 of the Constitution of India for challenging the building permission and Commencement Certificate dated 19th June, 2019 issued by Respondent No.1 in favour of Respondents Nos.7 to 10 for construction to be carried out on the portion of land admeasuring 282 sq.metres at the North-West corner of City Survey No.6397, Revenue Survey No.146A/1/1, situated at Chiplun, Taluka Chiplun, District Ratnagiri (hereinafter referred to as 'the said property'). The Petitioner states that the said construction permission has been granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966 read with Section 189 of the said Act of 1965. The Petitioner submits that the said permission is absolutely illegal and the said building permission is absolutely illegal and liable to be quashed and set aside for the reasons stated in the foregoing paragraphs.
3. The Petitioner is the owner of land bearing Survey No.146A, Hissa No.3, City Survey No.6395, admeasuring about 7 Ars and 10 Pratis, equivalent to 775 sq.metres, situated at Chiplun, Taluka Chiplun, District Ratnagiri. The Petitioner states that by a registered Sale Deed dated 25th July, 2018, the Petitioner purchased the aforesaid land from Nazir Ahmed Husainmiya Desai and others and the Petitioner is in possession of the said land since the date of its purchase. The Petitioner states that the aforesaid land of the Petitioner is bounded as follows:
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Towards East: land bearing City Survey No.6396

Towards West: land bearing City Survey No.6397

Towards North: land bearing City Survey No.6394

Towards South: land bearing City Survey No.6397

A true copy of the said Sale Deed is annexed hereto and marked as EXHIBIT – "A" to this Writ Petition. The Petitioner states that the Petitioner has an approach road / access to approach his aforesaid property to adjoining plot of land bearing City Survey No.6397. The Petitioner states that Clause 'K' of the aforesaid Sale Deed dated 25th July, 2018 categorically stipulates about such right and the Petitioner is enjoying such right since the date of execution of the Sale Deed.

4. The Petitioner states that the land adjacent to the aforesaid land purchased by the Petitioner i.e. City Survey No.6397 is formed out of Survey No.146A, Hissa No.1. The Petitioner states that Respondents Nos.7 to 10 herein purchased a portion admeasuring 282 sq.metres of the larger plot of land bearing City Survey No.6397, Gat No.146A/1/1 from its owner Bharat Amrutrao Bhosale by a registered Sale Deed dated 27th December, 2018. In the said Sale Deed, the said portion of 282 sq.metres is shown to have been bounded as follows:

Towards East: property bearing City Survey No.6395

Towards West: Chiplun Municipal Council road

Towards North: property bearing City Survey No.6394A
and 6394B

Towards South: remaining portion of the property
bearing City Survey No.6397



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A true copy of the said Sale Deed dated 27th December, 2018 is annexed hereto and marked as EXHIBIT - "B" to this Writ Petition.

5. The Petitioner states that there is a nala flowing from Prabhat Road, Royal Nagar, Chiplun i.e. East to South direction of City Survey No.6397 is in existence for last many years. The said nala enters the said property from Western side of City Survey No.6397 (i.e. from the Eastern side of Chinchnaka to Power House road) and flows through West-North corner of the said property and reaches Shiv river through a culvert constructed on Chinchnaka to Power House road. The said nala flowing from East to South direction of City Survey No.6397 is around 5.0 metres in width and its width becomes around 3.0 metres while it flows from Western side of City Survey No.6397 towards the said property. Similarly, the said nala, while approaching the culvert, becomes 8.5 metre wide and thereafter the width is reduced to 4.5 metres. The Petitioner states that the said nala is well defined nala and the same is in existence for years together. The Petitioner states that the said nala approaches Shiv river as aforesaid and the said Shiv river thereafter merges with Vasishthi river. The said Vasishthi river is affected by high / low tides and water from Koyna dam is also discharged in the said river. The said Vashishthi river gets flooded during monsoon and also at the time of high tide and the water in the said river flows back into Shiv river due to the same. Similarly, water from Kamathe dam is also discharged in Shiv river. The Petitioner states that as a cumulative effect of the same, the area known as Bhogale area gets flooded as well as the said

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property also gets flooded. It is a matter of record that in the deluge in 2005, there is a heavy water logging where the height of water logged was more than 7 feet in the area from Chinchnaka to Chiplun Central S.T. Stand. It is also a matter of record that the said property is situated around 4 feet lower than the normal level of Chinchnaka to Power House Road and inspite of the nala being available at the said property, there was a huge water logging at the said property where the water level rose to around 11 feet. The Petitioner states that even during usual monsoon season also, the problem of water logging in the aforesaid area has not been resolved.

6. The Petitioner states that the Petitioner was shocked and surprised when he noticed certain construction work being started at the aforesaid property. The Petitioner states that because of the aforesaid nala which flows abutting the said property, no construction activity as is sought to be carried out by Respondents Nos.7 to 10, can be carried out. Similarly, one and half Guntha portion of Survey No.146A, Hissa No.1 has been acquired for widening of Chinchnaka to Power House road and a separate Hissa No. i.e. Survey No.146A, Hissa No.1(2) has also been allotted to the same and an entry in that regard has been made in the revenue record of the said land and a 7/12 extracts of the same is also available. The Petitioner states that thus no construction activity could have been initiated at the place at which it has been initiated in view of acquisition of the aforesaid portion of the said property for road widening. The Petitioner, after noticing the same, started making inquiries. The Petitioner came to know that Respondent ✓

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No.1 Municipal Council had granted permission for construction of a building at the place at which it was initiated by Respondents Nos.7 to 10 vide Building Permission / Commencement Certificate dated 19th June, 2019. The Petitioner, therefore, applied online for relevant documents regarding the said Building Permission granted by Respondent No.1. The Petitioner states that in pursuance of the said online Application, the Petitioner was furnished copy of Application made by Respondents Nos.7 to 10 seeking Building Permission. A true copy of the said Application made by Respondents Nos.7 to 10 seeking Building Permission is annexed hereto and marked as EXHIBIT – "C" to this Writ Petition. The Petitioner was also furnished a copy of sanction of Building Permission and Commencement Certificate dated 19th June, 2019 issued by Respondent No.1 in favour of Respondents Nos.7 to 10 for carrying out construction of a building over the said property. A true copy of the said Building Permission and Commencement Certificate dated 19th June, 2019 is annexed hereto and marked as EXHIBIT – "D" to this Writ Petition. The Petitioner states that the Petitioner also obtained a Site Inspection Report from Respondent No.1 wherein a water body i.e. nala is shown to be in existence in Clause 10A of the checklist. The Petitioner states that the Petitioner has also obtained a letter dated 11th June, 2019 issued by the Head of the Health Department of Respondent No.1, whereby he has recommended granting of Building Permission qua the said property provided Respondents Nos.7 to 10 carry out building of nala with R.C.C. and release drainage water in the said nala on their own. A true copy of letter dated 11th June, 2019 is annexed hereto and ✓

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marked as EXHIBIT – "E" to this Writ Petition. The Petitioner states that recently i.e. on 31st December, 2019, Respondent No.1 has issued a letter dated 31st December, 2019 to the Petitioner, thereby recording that there is a 5 metre wide proposed road from Chinchnaka to Bhogale S.T.Stand and also a nala flowing from Prabhat Road and under Chinchnaka to Bhogale Road and merging with Shiv river, in existence as per the Draft Development Plan. A copy of the Draft Development Plan is also furnished along with the said letter. A true copy of letter dated 31st December, 2019 issued by Respondent No.1 along with relevant extract of Draft Development Plan is annexed hereto and marked as EXHIBIT – "F" to this Writ Petition.

7. The Petitioner states that after perusing the aforesaid Application for Building Permission, letter dated 11th June, 2019 issued by the Health Department of Respondent No.1, Site Inspection Report, Building Permission and Commencement Certificate dated 19th June, 2019 issued by Respondent No.1 and also letter dated 31st December, 2019 issued by Respondent No.1 to the Petitioner, the Petitioner realized that the Building Permission granted by Respondent No.1 in favour of Respondents Nos.7 to 10 for development of the said property is absolutely illegal and the same could never have been granted. The Petitioner states that the said Building Permission has been granted in violation of the express provisions of the Maharashtra Regional and Town Planning Act, 1966 as well as the said Act of 1965. The Petitioner states that the said Building Permission has also been granted in violation

- 11 -

of Clause 11.1 of the General Planning and Building requirements applicable to Respondent No.1. The Petitioner states that Clause No.11.1(b) stipulates that no piece of land shall be used as a site for the construction of building if the site is within a distance of nine metres from the edge of watermark of a minor water course like nalah and 15 metres from the edge of watermark of a major water course (like river) shown on Development Plan or Village / City Survey Map or otherwise, provided that where a minor water course passes through a low lying land without any well defined banks, the owner of the property may be permitted by the Chief Officer to restrict and to realign the same within the same land along with cross section as determined by the Chief Officer. The Petitioner states that the said nala which flows abutting the said property is in existence for last many years and it carries water from Shiv river which ultimately merges into Vashishthi river. The existence of the said nala is also shown in the Site Inspection Report furnished by Respondent No.1. Similarly, the Draft Development Plan of Respondent No.1 also depicts the said nala, which is evident from letter dated 31st December, 2019 issued by Respondent No.1. The Petitioner states that the same leads to an only inference that in view of the existence of a natural well defined nala, the permission for construction of building at the said property could not have been granted unless a distance of 9 metres is observed from the said nala. In other words, permission for construction of building at the said property can be granted on the portion of the said property beyond a distance of 9 metres from the said nala flowing abutting the said property. The impugned Building Permission

✓ which permits Respondents Nos.7 to 10 to carry out construction of building without observing the distance of 9 metres from the nala as required by the General Planning and Building Requirements is therefore ex facie illegal. The Petitioner states that the Building Permission can otherwise not be granted without observing the said distance of 9 metres from the said nala for the simple reason that if a building is allowed to be constructed abutting the said nala, would be affected by floods during rains, which would be harmful not only to the occupants of the building but also to the citizens of the area. The Petitioner states that if the construction is allowed to be carried out on the basis of the impugned Building Permission, the same may affect the Petitioner, who is the owner of a plot of land behind the said property as the Petitioner's land may also get submerged as a result of water logging which may be caused as a consequence of a R.C.C. structure standing close to the nala. The impugned Building Permission which has been granted without following the aforesaid General Planning and Building Requirements, whereby Respondents Nos.7 to 10 were required to leave a distance of 9 metres from the said nala while constructing the building is therefore liable to be quashed and set aside. A true copy of City Survey map showing location of concerned plots of land is annexed hereto and marked as EXHIBIT- "G" to this Writ Petition.

8. The Petitioner states that as stated above, the Petitioner has an access road to approach his property i.e. City Survey No.6395 through the said property. The Petitioner states that the impugned Building Permission is also bad in law for not taking
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into consideration the said right of access available to the *Petitioner to approach his property through the said property.* The Respondent No.1, while granting Building Permission, therefore ought to have imposed a condition upon Respondents Nos.7 to 10 to leave an approach / access road to approach property bearing City Survey No.6395. The impugned Building Permission is therefore illegal and bad in law on that ground also.

9. The Petitioner states that from letter dated 31st December, 2019, issued by Respondent No.1, it is also clear that the said property is affected by the proposed widening of Chinchnaka to Bhogale S.T.Stand (15 metre wide road). However, the impugned Building Permission does not take into consideration the said widening of the road at all. The Petitioner states that Section 46 of the Maharashtra Regional and Town Planning Act, 1966 stipulates that the Planning Authority, in considering Application for permission, shall have due regard to the provisions of any draft or final plan or proposal published by means of notice submitted or sanctioned under the Act. The Petitioner states that thus the proposed Chinchnaka to Power House 15 metre wide road has not at all been taken into consideration by Respondent No.1 while granting impugned Building Permission which is in utter violation of Section 46 of the Maharashtra Regional and Town Planning Act, 1966. The Petitioner states that similarly a 0.75 Guntha land from the said property has been acquired for the purpose of the same road i.e. Chinchnaka to Power House Road, however, the same has also not been considered by Respondent No.1 while granting
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the impugned Building Permission. The Petitioner states that the acquired portion of the aforesaid land, though belongs to Respondent No.1, the impugned Building Permission has been granted by Respondent No.1 on the said portion also without verifying the title and ownership of Respondents Nos.7 to 10 qua the said property. True copies of 7/12 extract in respect of Survey No. 146 A/12, Mutation Entry No. 11435 effected in that regard and a true copy of map showing position of acquired land are annexed hereto and marked as EXHIBIT – "H" , EXHIBIT – "I", EXHIBIT – J" respectively to this Writ Petition.

10. The Petitioner states that the Petitioner has caused to prepare a sketch of the site in order to elucidate the position obtaining on the site to point out the illegalities committed by Respondent No.1 while granting the impugned Building Permission. A true copy of the said sketch is annexed hereto and marked as EXHIBIT – "K" to this Writ Petition. The Petitioner has also caused to remove photographs of the said property showing existence of a nala and also showing the nature of construction initiated on the said property, a true copy of which are annexed hereto and marked as EXHIBIT – "L" to this Writ Petition. The Petitioner states that the aforesaid sketch and the photograph clearly show that the construction initiated by Respondents Nos.7 to 10 on the said property is closed to the said nala and no distance of 9 metres has been left from the said nala, while carrying out the said construction as required by law. The Petitioner states that the Petitioner therefore caused a legal notice dated 1st January, 2020 to be issued to Respondent No.1, copies of which have been marked to Respondents Nos.2
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to 6, whereby the Petitioner pointed out in detail the illegal aspects of the impugned Building Permission including the requirement regarding observation of 9 metres distance from the well defined nala while granting Building Permission for the said property and also a proposal for widening of Chinchnaka to Power House road upto 15 metres of width. The Petitioner pointed out that the Building Permission dated 19th June, 2019 granted by Respondent No.1 in favour of Respondents Nos.7 to 10 was ex facie illegal and apart from the said permission being illegal, the same has caused a great prejudice to the Petitioner who is the owner of land on the back side of the said property. The Petitioner, by the said legal notice, called upon Respondent No.1 to forthwith revoke the said Building Permission and to stop the construction at the said property. A true copy of the said legal notice dated 1st January, 2020 is annexed hereto and marked as EXHIBIT – "M" to this Writ Petition. The Petitioner states that inspite of receipt of the said notice, Respondent No.1 has not taken any action in pursuance of the same and Respondents Nos.7 to 10 are carrying out the construction activity at the aforesaid property inspite of the same being illegal. The Petitioner states that Respondent Nos. 7 to 10 did not disclosed the fact of existence of a well defined Nala, abutting the said property and acquisition of 0.75 Guntha land from the said property while applying for building permission. Respondent No. 1 also appears to have not considered the aforesaid facts and circumstances while sanctioning the building proposal and commencement certificate. ✓

11. The Petitioner submits that from the facts and circumstances mentioned in the foregoing paragraphs, it is abundantly clear that the impugned Building Permission is ex facie illegal and the same has been granted in violation of express provisions of the Maharashtra Regional and Town Planning Act, 1966 as well as the said Act of 1965. The impugned Building Permission does not only violate the express provisions of law but the same also causes a serious prejudice to the Petitioner's interest, thereby exposing the Petitioner's property to the danger of flooding. The Petitioner submits that the impugned Sanction of Building Permission and Commencement Certificate has been granted by Respondent No.1 in utter violation of express provisions of Articles 14, 19 and 300A of the Constitution of India. The Petitioner submits that this Hon'ble Court be therefore pleased to issue a Writ of mandamus or a Writ of certiorari or a Writ in the nature of mandamus or certiorari or any other appropriate Writ, Order or Direction under Article 226 of the Constitution of India, thereby quashing and setting aside sanction of Building Permission or Commencement Certificate dated 19th June, 2019 granted by Respondent No.1 in favour of Respondents Nos.7 to 10 for construction of a building on the plot of land admeasuring 282 sq.metres, bearing Revenue Survey No.146/1/1, City Survey No.6397, Chiplun, Taluka Chiplun, District Ratnagiri. The Petitioner submits that it is also necessary and in the interest of justice to stay the effect, implementation and operation of the said sanction of Building Permission and Commencement Certificate till this Writ Petition is finally heard and decided. The Petitioner submits that it is also necessary and in the interest of justice to restrain Respondent No.1 from

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granting any Permission / Sanctions in furtherance of the *impugned sanction of Building Permission and Commencement Certificate*, till this Writ Petition is finally heard and decided. The Petitioner submits that in view of the facts and circumstances mentioned in the foregoing paragraphs, it has also become necessary and in the interest of justice to restrain Respondents Nos.7 to 10 from carrying out further construction on the said property in pursuance of impugned sanction of Building Permission and Commencement Certificate, till this Writ Petition is finally heard and decided. The Petitioner submits that the impugned sanction of Building Permission and Commencement Certificate, apart from being illegal, causes a great prejudice to the Petitioner as the construction, if allowed to be completed, on the basis of the impugned sanction of Building Permission and Commencement Certificate would expose the Petitioner's property to flooding and the said property would be of no use to the Petitioner in that event. The construction sought to be carried out by Respondents Nos.7 to 10 on the said property also obstructs the Petitioner's right to approach his property. The Petitioner has strong chances to succeed in this Writ Petition and if the interim reliefs are not granted, the Petitioner would suffer grave and irreparable loss.

12. The Petitioner has approached this Hon'ble Court as expeditiously as possible.
13. In view of the finality attached to the Orders passed by Planning Authority and also the express bar created, barring questioning of the same in any Suit or other legal proceedings, under

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Section 149 of the Maharashtra Regional and Town Planning Act, 1966, the Petitioner has no equally efficacious, alternate remedy available in the matter.

14. The Petitioner has not filed any other proceedings in the subject matter of this Writ Petition either in this Hon'ble Court or in the Supreme Court of India.
15. The Petitioner has paid necessary court fees.
16. The Petitioner, therefore, prays:
 - (a) that this Hon'ble Court be pleased to issue a Writ of mandamus or a Writ of certiorari or a Writ in the nature of mandamus or certiorari or any other appropriate Writ, Order or Direction under Article 226 of the Constitution of India, thereby quashing and setting aside sanction of Building Permission and Commencement Certificate dated 19th June, 2019 granted by Respondent No.1 in favour of Respondents Nos.7 to 10 for construction of a building on the plot of land admeasuring 282 sq.metres, bearing Revenue Survey No.146/1/1, City Survey No.6397, Chiplun, Taluka Chiplun, District Ratnagiri;
 - (b) that during the pendency and till final disposal of this Writ Petition, this Hon'ble Court be pleased to stay the effect, implementation and operation of the sanction of Building Permission and Commencement Certificate dated 19th June, 2019 granted by Respondent No.1 in favour of Respondents ✓

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Nos.7 to 10 for construction of a building on the plot of land admeasuring 282 sq.metres, bearing Revenue Survey No.146/1/1, City Survey No.6397, Chiplun, Taluka Chiplun, District Ratnagiri;

(c) that during the pendency and till final disposal of this Writ Petition, this Hon'ble Court be pleased to restrain Respondent No.1 from granting further permissions / sanctions for construction in pursuance of Building Permission and Commencement Certificate dated 19th June, 2019 granted by Respondent No.1 in favour of Respondents Nos.7 to 10 for construction of a building on the plot of land admeasuring 282 sq.metres, bearing Revenue Survey No.146/1/1, City Survey No.6397, Chiplun, Taluka Chiplun, District Ratnagiri;

(d) that during the pendency and till final disposal of this Writ Petition, this Hon'ble Court be pleased to restrain Respondents Nos.7 to 10 from carrying out further construction on the plot of land admeasuring 282 sq.metres, bearing Revenue Survey No.146/1/1, City Survey No.6397, Chiplun, Taluka Chiplun, District Ratnagiri, on the basis of sanction of Building Permission and Commencement Certificate dated 19th June, 2019 granted by Respondent No.1 in favour of Respondents Nos.7 to 10;

(e) any other and further reliefs as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case, be granted to the Petitioner, ✓

✓
(f) costs of this Writ Petition be provided for. ✓

MUMBAI

DATE: 13th January, 2020

Rohidas
Advocate for Petitioner

VERIFICATION

✓
I, Deepak Rohidas Nimkar, the Petitioner abovenamed, do hereby state on solemn affirmation that the contents of paragraphs Nos.1 to 10 and 14 are true to my personal knowledge and the contents of paragraphs Nos.11 to 13, 15 and 16 are my legal submissions and humble prayers and I believe the same to be true. ✓

Solemnly affirmed at Mumbai

this 13th day of January, 2020

Deepak Nimkar

Petitioner

Solemnly affirmed by
by Deepak Rohidas Nimkar
who is identifying before
by Ramprasad P. Hindustani
which I personally know
Date 13th January 20
High Court, Appellate Bench

Identified by me

Read Over by
Deputy Clerk ✓

Rohidas
Advocate.

Identified by me
Ramprasad Hindustani

ORIX PAN-GARD / AADHAR CARD / PANNING LICENCE
9423 8034 0818
VOTERS ID No..... SEEN & RETURNED ✓

Exh-A

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'खरेदीखत'

(ला. २५ माहे जुलै सन २०१८)

विभाग क्र.- २/१६, जमीनीचा दर रु. ४७२०/- प्रति चौ.मी.
 खरेदीची रक्कम रुपये ३६,५९,०००/- मात्र (अक्षरी रुपये छत्तीस लाख एकोणसाठ हजार मात्र)
 शासनाच्या नियमाप्रमाणे स्थुलमुल्यांकनाने होणारी किंमत रक्कम रुपये ३६,५९,०००/-
 (अक्षरी रुपये छत्तीस लाख एकोणसाठ हजार मात्र)
 सदरहू खरेदीखतात दाखविलेली मिळकतीची किंमत आजचे चालू बाजार दराने होणारी आहे.

श्री. विपक रोहिदास निमकर
 वय- ५२, धंदा- शेती व व्यापार
 रा. मुरादपुर, चिपळूण,
 ता. चिपळूण, जि. रत्नागिरी
 पिन कोड नं. ४१५६०५
 आधार नं. ९४२३ ८०३४ ०८१८
 पॅन नं. ABTPN5003A

खरेदीखत लिहून देणार
 (पार्टी नं. १)

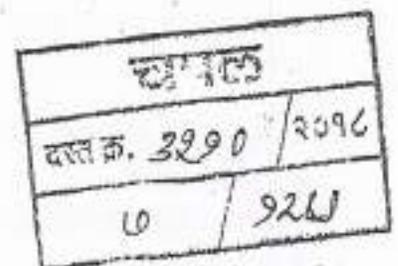
घांसी.

१) श्री. नजीर अहमद हुसेनमियाँ देसाई
 वय- ७५, धंदा- निवृत्त,
 रा. मु. पो. उक्ताड, ता. चिपळूण, जि. रत्नागिरी
 पिन कोड नं. ४१५६०५
 आधार नं. ५८८९ ७२०८ ६०२९
 पॅन नं. AZYPD9632B

खरेदीखत लिहून देणार
 (पार्टी नं. १)

२) सी. शहरबानु खलील देसाई
 वय- ६९, धंदा- गृहिणी,
 रा. मु. पो. उक्ताड, ता. चिपळूण, जि. रत्नागिरी
 पिन कोड नं. ४१५६०५
 आधार नं. ४४१८ ७६५४ २६४२
 पॅन नं. BAIPD0311E

३) श्री. अकील हुसेनमियाँ देसाई
 वय- ६७, धंदा- निवृत्त,
 रा. मु. पो. उक्ताड, ता. चिपळूण, जि. रत्नागिरी
 पिन कोड नं. ४१५६०५
 आधार नं. २९२० २९७६ ८९१७
 पॅन नं. AASPD9109p
 (अ. नं. ३ खुद्द व १ व २ करीता मुखत्यार म्हणुन)



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४) सौ. सुरैय्या अमानुल्ला शेखनाग,
वय-६५, घंदा-गृहिणी,
रा. अलअक्सा अपार्टमेंट, दुसरा मजला, भेंडीनाका,
चिपळूण, ता. चिपळूण, जि. रत्नागिरी
पिन कोड नं. ४१५ ६०५
आधार नं. २४२८ ५३९९ ७५०७
पॅन नं. DGAPS7688D

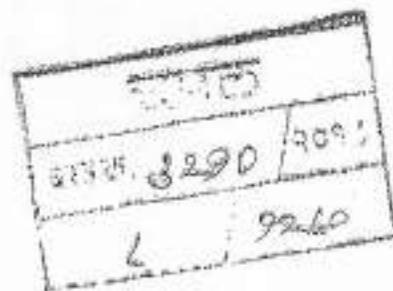
५) श्री. म. इवखाल हुसेनमियाँ देसाई,
वय-७२, घंदा-निवृत्त,
रा. मु. पो. उक्ताड, ता. चिपळूण, जि. रत्नागिरी
पिन कोड नं. ४१५६०५
आधार नं. ९०९८ २६२६ ९५०५
पॅन नं. CFEPD0067B

६) श्री. अ. कादीर आदम देसाई,
वय-५८, घंदा- नोकरी,
रा. मु. पो. उक्ताड, ता. चिपळूण, जि. रत्नागिरी
पिन कोड नं. ४१५ ६०५
आधार नं. ५४७९ ४९८५ ३३०२
पॅन नं. ACIPD 3385M
(अ. नं. ६ खुद्द व अ. नं. ७ करीता मुखत्यार म्हणुन)

७) सौ. अर्जुमन्द ज. सामद फरीद,
वय-५६, घंदा- गृहिणी,
रा. ०४, अमर कुटीर बिल्डींग,
नवायत मोहल्ला, जुमा मस्जिद चाळीच्या मागे,
नालासोपारा, जि. ठाणे,
पिन कोड नं. ४०९ २०३
आधार नं. ५२६७ ९०४२ ९९३७
पॅन नं. ACIPF3285G

८) श्री. विनायक रामचंद्र खरे,
वय-८३, घंदा-शेती,
रा. मु. पो. केळशी, ता. दापोली, जि. रत्नागिरी
पिन कोड नं. ४१५७९७
आधार नं. ५३५३ ०४७९ ३५०२
पॅन नं. CDYPK0527R

९) श्रीमती रजनी श्रीधर खरे,
वय-७३, घंदा-गृहिणी,
रा. सारंग अपार्टमेंट, तपोभूमी ही. सोसायटी,
दलवाडी पुणे -३०
आधार नं. ४६८९ ८३५३ ६३२२
पॅन नं. ABZPK7867R



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१०) सौ. पल्लवी प्रवीण भात्रे,
(पुर्वाश्रमीची कु. हर्षा श्रीधर खरे)
वय-४८, धंदा-नोकरी,
रा. कुलस्वामिनी, म्हात्रेवाडी,
सोमवार पेठ, बाळासावंत लेन,
वसई (प.) , जि. पालघर
पिन कोड नं. ४०१२०१
आधार नं. ४८६३ ४१५० ०३९५
पॅन नं. BNYPM9366B

११) सौ. मृगाला श्रीकांत लिमबे,
(पुर्वाश्रमीची कु. हर्षा श्रीधर खरे)
वय- ४१, धंदा - नोकरी,
रा. तेजश्री हौ. सोसायटी,
श्री. के. इंग्लिश मिडीयम स्कुलजवळ,
पनवेल, जि. रायगड
पिन कोड नं. ४१०२०६
आधार नं. ४९०१ ९८७४ ४३१७
पॅन नं. ABPPL 0342N

१२) श्री. शर्मद श्रीधर खरे,
वय-३४, धंदा-नोकरी,
रा. सारंग अपार्टमेंट, तपोभूमी हौ. सोसायटी,
दत्तवाडी, पुणे - ३०
आधार नं. ६०७२ ४८३३ १२०३
पॅन नं. BOAPK7929H
(अ. नं. ११ खुद्द व १२ करीता मुखत्यार म्हणुन)

१३) श्री. दत्तात्रय रामचंद्र खरे
वय-७६, धंदा-निवृत्त,
रा. ५२५, विठ्ठलमुद अपार्टमेंट,
नारायण पेठ, मोदी गणपतीसमोर,
५ वा मजला, पुणे - ३०
आधार नं. ८०८६ ३७३८ ०३९९
पॅन नं. ABJPK9697H

१४) श्री. महेंद्र निलकंठ फडके,
वय- ५०, धंदा- व्यवसाय,
रा. विंझर, ता. वेल्हा, जि. पुणे
पिन कोड-४१२२१३
आधार नं. ९९१५ ०२९३ ४५९२
पॅन नं. AJJPP0299A



३२९०	
वसई क्र.	३२९०/३०९८
e	१२८०

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१५) श्री. नरेंद्र निळकंठ फडके,
वय- ५४, धंदा- व्यवसाय,
रा. विंझार, ता. वैल्हा, जि. पुणे
पिन कोड नं. ४१२२१३
आधार नं. ३६९३ ८७३२ ७००७
पॅन नं. AJJPP0302N

१६) सौ. स्वाती अनिरुध्द देशपांडे
(पुर्वाश्रमीची स्वाती निळकंठ फडके)
वय- ५८, धंदा- गृहिणी,
रा. सदनिका नं. ६, रिक्वेली अपार्टमेंट,
सप्तशृंगी डेअरीचे मागे, रथचक्र चौक,
इंदिरा नगर, नाशिक
पिन कोड- ४२२००९
आधार नं. ४६९९ ८८५३ ८२०७
पॅन नं. BLIPD5066M

१७) सौ. श्रद्धा श्रीधर वैद्य
(पुर्वाश्रमीची श्रद्धा निळकंठ फडके)
वय- ५६, धंदा- गृहिणी,
रा. अभिनव नगर, नविन नगर रोड, इथापे हॉस्पिटलच्या मागे,
मु. पो. संगमनेर, ता. जि. अहमदनगर
पिन कोड - ४२२६०५
आधार नं. ३५९५ ३०९७ ५६५२
पॅन नं. ALTPV1007G
(अ.नं. १४ खुद्द व अ.नं. १५ ते १७ करीता मुखत्यार म्हणुन)

१८) श्रीमती सुषमा श्रीपाद पटवर्धन
वय- ७४, धंदा- गृहिणी,
रा. ९, जलधारा सोसायटी,
राजेंद्र नगर, पुणे ३०
आधार नं. ८८९५ ३७५७ ७९७३
पॅन नं. BJFPP1677P

१९) श्रीमती अहिल्या गणपत शिंगोवण,
वय- ६७, धंदा- गृहिणी,
रा. मु. पो. ओझरवाडी, चिपळूण,
ता. चिपळूण, जि. रत्नागिरी
पिन कोड नं. ४९५६०५
आधार नं. ५९७२ ९२०६ ४९७३
(६९ नंबरचा फॉर्म भरला आहे.)



चपल	
दस्ता क्र. ३२७० १२७८	
१०	१२७८

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२०) श्रीमती लक्ष्मी सुरेश शिगवण,
वय-५६, धंदा-गृहिणी,
रा. शंकराचे मंदिराजवळ, मु. पो. ओझरवाडी,
चिपळूण, ता. चिपळूण, जि. रत्नागिरी
पिन कोड नं. ४१५६०५
आधार नं. ४७३९ ००३४ २५७१
(६१ नंबरचा फॉर्म भरला आहे.)

२१) श्री. अजित सुरेश शिगवण,
वय-२७, धंदा-नोकरी,
रा. घर नं. ४८३, शंकरमंदिरासमोर,
मु. पो. ओझरवाडी, चिपळूण,
ता. चिपळूण, जि. रत्नागिरी
पिन कोड नं. ४१५६०५
आधार नं. ४५९२ ३१७२ ६२३४
(६१ नंबरचा फॉर्म भरला आहे.)

२२) श्री. रमेश गणपत शिगवण,
वय-६४, धंदा-निवृत्त,
रा. घर नं. ४८३, शंकरमंदिरासमोर,
मु. पो. ओझरवाडी, चिपळूण,
ता. चिपळूण, जि. रत्नागिरी
पिन कोड नं. ४१५६०५
आधार नं. ८१०२ ५०५५ ९३८४
पॅन नं. BTCPS 3572B

२३) श्री. शरद गणपत शिगवण,
वय-४९, धंदा-शेती,
रा. मु. पो. ओझरवाडी, चिपळूण,
ता. चिपळूण, जि. रत्नागिरी
पिन कोड नं. ४१५६०५
आधार नं. ९७०९ ७८२८ ८३३३
(६१ नंबरचा फॉर्म भरला आहे.)

२४) सौ. प्रलिक्षा भरत हेलवंडे
(पुर्वाश्रमीची कु. अलका गणपत शिगवण)
वय-५४, धंदा-गृहिणी,
रा. घर नं. २७३६, सानवाडी, मु. पो. गोवळकोट,
चिपळूण, ता. चिपळूण, जि. रत्नागिरी
पिन कोड नं. ४१५६०५
आधार नं. ३८०३ ४४९५ ५५५०
(६१ नंबरचा फॉर्म भरला आहे.)



२५	
दस्त क्र. ३२९०	२०१८
११	१२६९

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२५) सौ. तेजस्वी संजय गुडेकर
(पुर्वाश्रमीची कु. सुरेखा गणपत शिगवण)
वय-४८, धंदा-गृहिणी,
रा. घर नं. ८, स्वामी समर्थ मठाजवळ,
मार्कडी, चिपळूण, ता. चिपळूण, जि. रत्नागिरी
पिन कोड नं. ४१५६०५
आधार नं. ४७६२ ०२४३ ४१४६
(६१ नंबरचा फॉर्म भरला आहे.)

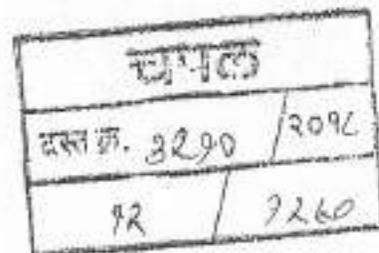
१) श्रीमती अनिता अनंत शिगवण
वय-५७, धंदा-गृहिणी,
रा. ओझरवाडी, चिपळूण, ता. चिपळूण, जि. रत्नागिरी
पिन कोड नं. ४१५६०५
आधार नं. २१७२७४ २६४०६८
(६१ नंबरचा फॉर्म भरला आहे.)

संमती देणार
पार्टी नं. ३

२) श्री. अविनाश अनंत शिगवण,
वय-२५, धंदा-इलेक्ट्रीशियन,
रा. ओझरवाडी, चिपळूण, ता. चिपळूण, जि. रत्नागिरी
पिन कोड नं. ४१५६०५
आधार नं. ९२६०६३ ४९६०३१
(६१ नंबरचा फॉर्म भरला आहे.)

३) सौ. मनिषा राकेश महादम,
(पुर्वाश्रमीची कु. मनिषा अनंत शिगवण)
वय-३१, धंदा-गृहिणी,
रा. मु. पो. पिंपळी (महादम वाडी),
ता. चिपळूण, जि. रत्नागिरी,
पिन कोड नं. ४१५६०५
आधार नं. ९९८७२३ ५०५३०९
(६१ नंबरचा फॉर्म भरला आहे.)

४) कु. राणी अनंत शिगवण,
वय-२७, धंदा-नोकरी,
रा. मु. पो. ओझरवाडी, चिपळूण,
ता. चिपळूण, जि. रत्नागिरी,
पिन कोड नं. ४१५ ६०५
आधार नं. ५८१०७५ १२३७१३
(६१ नंबरचा फॉर्म भरला आहे.)



५) सौ. मानसी दिपक जाजवे,
(पुर्वाश्रमीची कु.निता अमल शिवावण),
वय-३३, बांधा-गृहिणी,
रा.मु.पो. धाडवली (काजवेवाडी),
ता. खेड, जि. रत्नागिरी
पिन नं. ४१५ ७०९
आधार नं. ६३९८३ ४६९५३४५
(६९ नंबरचा फॉर्म भरला आहे.)

खरेदीपत्र लिहून देतो ऐसाजे :-

१) मिळकतीचे वर्णन :-

मिळकत तुकडी रत्नागिरी, पोट तुकडी ता.चिपळूण पैकी मोजे चिपळूण येथील तसेच चिपळूण नगरपरिषदेच्या हद्दीतील खालील वर्णनाची मिळकत.

सर्व्हे नं.	हिस्सा नं.	क्षेत्र हे-आर-पॉ.	आकार स.पै.
१४६अ	३	०-०७-१०	१.३७

सर्व्हे नं. १४६अ, हिस्सा नं. ३ चा मिळकतीच्या चतुःसिमा खालीलप्रमाणे.

पूर्वेस	:	सर्व्हे नं. १४६, हिस्सा नं. २ ची मिळकत
पश्चिमेस	:	सर्व्हे नं. १४६, हिस्सा नं. १ ची मिळकत
दक्षिणेस	:	सर्व्हे नं. १४६, हिस्सा नं. १ ची मिळकत
उत्तरेस	:	सर्व्हे नं. १४६, हिस्सा नं. ४ ची मिळकत

वर नमुद केलेल्या मिळकतीस सिटीसर्व्हे रेकॉर्डप्रमाणे सिटीसर्व्हे नं. ६३९५, क्षेत्र-७७५ चौ.मी.

असे वर्णन आहे.

सिटी सर्व्हे नं. ६३९५ च्या चतुःसिमा खालीलप्रमाणे.

पूर्वेस	:-	सिटीसर्व्हे नं. ६३९६ ची मिळकत
पश्चिमेस	:	सिटीसर्व्हे नं. ६३९७ ची मिळकत
उत्तरेस	:	सिटीसर्व्हे नं. ६३९४ अ ची मिळकत
दक्षिणेस	:	सिटीसर्व्हे नं. ६३९७ ची मिळकत

अज्ञातहेने वर ७/१२ प्रमाणे व सिटी सर्व्हे रेकॉर्डप्रमाणे उल्लेखलेली मिळकत त्यामध्ये अंतर्भूत असणाऱ्या तदंगभूत स्थावर स्वरूपाच्या सर्व वस्तु व हक्कांसह अशी मिळकत ही प्रस्तुत खरेदीखताचा विषय आहे. प्रस्तुत खरेदीखतामध्ये यापुढे संबंधित मिळकतीला 'खरेदी मिळकत/सदर मिळकत' असे संबोधण्यात आले आहे.

येणेप्रमाणे मिळकतीचे वर्णन आहे.



२०१६	
दस्ता क्र.	३२९० / २०१६
९३	९२७

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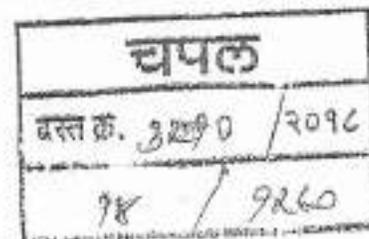
२) मालकी व ताबा :-

सदर मिळकत ही खरेदीखत लिहून देणार पैकी अ.नं. १ ते १८ यांच्या पुर्वाधिकार्यांच्या मालकीची होती व त्यांचेपश्चात ती मिळकत त्यांच्या समाईक मालकीची झालेली आहे. सदर मिळकतीमध्ये खरेदीखत लिहून देणार पैकी अ.नं. १ ते ७ यांचा एकत्रित १/२ हिस्सा असून अ.नं. ८ ते १८ यांचा एकत्रित १/२ हिस्सा आहे. सदर मिळकत खरेदीखत लिहून देणार पैकी अ.नं. १९ ते २५ व खरेदीखतास संमती देणार यांचेकडेच आजरोजी कुळहक्काने बळजावहिवाटीस असून त्या अधिकाऱात मिळकतीमध्ये केवळ त्यांचाच ताबा आहे. सदर मिळकत ही नगरपरिषदेचे हद्दीमध्ये असल्याने त्या मिळकतीची मुंबई कुळकायद्यातील तरतुदीप्रमाणे विक्री झालेली नाही. सदर मिळकत ही शासनाने खेळाचे मैदान या कारणाकरीता आरक्षित केलेली आहे. वरील परिस्थितीत सदर मिळकत ही लिहून देणार व संमती देणार यांनी भालक व कुळ या नात्याने एकत्रितपणे विक्री करण्याचे ठरविले व ती मिळकत खरेदीखत लिहून देणार यांनी त्यावरील आरक्षणासह as it is विकासाचे कबुल केल्याने त्याप्रमाणे त्यांचे दरम्यान प्रस्तुतच्या खरेदीखताचा व्यवहार करण्यात येत आहे.

३) व्यवहार :-

अ) खरेदीमिळकत (सदर मिळकत) ही सन २००५ सालापासून सतत येणाऱ्या पुरामुळे नापिक अशी झाली असून त्यामधून कोणतेही उत्पन्न मिळत नाही. परिणामी खरेदीखत लिहून देणार व खरेदीखतास संमती देणार यांनी त्यांच्या कायदेशीर गरजा भागविण्याकरीता व त्याकरीता त्यांना पैशाची नितांत व तातडीची निकड असल्याने त्यांनी सदर मिळकत विक्रीस काढली.

ब) वर अन्यत्र उल्लेख केल्याप्रमाणे सदर मिळकत ही पूर्णपणे नापिक अशी असून ती दुर्लक्षित अशी आहे. सद्यस्थितीत सदर मिळकतीमधून कोणतेही उत्पन्नाचे साधन नाही व त्या मिळकतीचा पूर्णपणे नव्याने विकास करण्यासाठी मोठ्या प्रमाणावर खर्च येणार आहे. वरील सर्व बाबींचा विचार करून खरेदीखत लिहून देणार यांनी सदर मिळकत खरेदी घेण्याबाबत लिहून देणार व संमती देणार यांचे बरोबर बोलणी केली व उभयतांमध्ये झालेल्या अंतीम वादग्रहाटीअंती सदर मिळकतीची उक्त किंमत रु. ३६,५९,०००/- मात्र (अक्षरी रुपये उत्तीस लाख एकोणसाठ हजार मात्र) इतकी रक्कम निश्चित करण्यास आली. सदरहू किंमत आजचे चालू बाजारभावाप्रमाणे योग्य व वाजवी असल्याने व ती लिहून देणार व संमती देणार यांना मान्य व कबुल असल्याने त्यांनी या किंमतीस सदर मिळकत लिहून देणार यांना कायम खरेदी देण्याचे ठरविले. सदरहू मोबदला रक्कम रु. ३६,५९,०००/- मात्र (अक्षरी रुपये उत्तीस लाख एकोणसाठ हजार मात्र) खाली कलम ४ (चार) मध्ये नमुद केलेप्रमाणे घेऊन व घेण्याचे मान्य करून सदर मोबदल्यास लिहून देणार व संमती देणार यांनी लिहून देणार



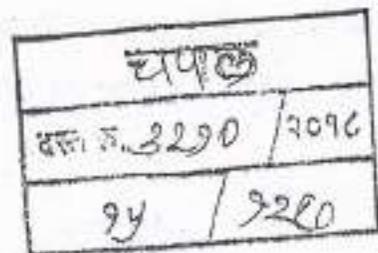
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यांना वर कलम १ मध्ये नमुद केलेली सदर मिळकत त्यामध्ये अंतर्भूत होणाऱ्या झाडमाड वर्गरे तदंगभूत सर्व स्थावर स्वरूपाच्या वस्तुसह व लिहून देणार व संमती देणार यांचे संबंध असलेल्या सर्व हिस्सा-हक्क, हितसंबंध यासह लिहून देणार यांना विक्री रुपाने आज रोजी प्रदान केली आहे व सदरचे नोंदणीकृत दस्ताने कायम खुध खरेदी दिली आहे.

क) खरेदीखल लिहून देणार यांनी यापुढे सदर मिळकत धारण करावी व तीचा उपभोग घ्यावा व त्यांना योग्य वाटेल त्या पध्दतीने व तसा उपयोग करावा व सदर मिळकत लिहून देणारांच्या संपूर्ण मालकीची समजण्यात येईल. सदर मिळकतीवर यापुढे लिहून देणार व संमती देणार यांच्या वंश वारसांचा काहीही हक्क, हितसंबंध असणार नाही. मात्र सदर मिळकतीसंबंधी घावयाचे कर अगर अन्य देणी देण्याची जबाबदारी लिहून देणार यांच्यावर राहिल. मात्र आज पर्यंतचे सर्व कर व इतर देणी लिहून देणार व संमती देणार यांनी दिलेली आहेत व देण्याची आहेत.

ड) सदर मिळकतीचा खुला व प्रत्यक्ष ताबा व कब्जा प्रत्यक्ष जागेवर जाऊन, खाणाखुणा व हद्दी दाखवून लिहून देणार व संमती देणार यांनी लिहून देणार यांना आजरोजी दिलेला आहे व लिहून देणार यांनी तो घेतलेला/स्वीकारलेला आहे. सदर मिळकतीचा आजरोजी ताबा घेतल्याने सदर मिळकतीचा उपभोग लिहून देणार यांनी घ्यावा व जे काही व कोणत्याही प्रकारचे उत्पन्न मिळेल त्याचाही उपभोग घ्यावा व त्याबाबतीत लिहून देणार व संमती देणार यांचेकडून अगर त्यांच्या वंश- वारस यांच्याकडून दावा किंवा अन्य कोणत्याही प्रकारचा अडथळा वा उपद्रव होणार नाही तसेच तिहाईत इसमाकडून किंवा वालीवारसांकडून सदर मिळकतीस कधीही कोणत्याही प्रकारची हिल्ला हरकत अथवा त्यांनी हक्क सांगितल्यास त्याचे निवारण लिहून देणार व संमती देणार स्वतःच्या खर्चाने करतील व त्याची तोषीश लिहून देणार यांस लागू देणार नाहीत. भविष्यात कोणत्याही सरकारी, निमसरकारी संस्थेकडून कोणत्याही प्रकारचा मोबदला (आर्थिक अथवा क्षेत्राच्या स्वरूपात) मिळाल्यास तो लिहून देणार यांनी घेण्याचा आहे व त्यावर लिहून देणार व संमती देणार कोणत्याही प्रकारचा हक्क सांगणार नाहीत.

इ) सदर मिळकतीचे सरकारी दफ्तरी किंवा कागदोपत्री लिहून देणार यांनी त्यांचे नावाची नोंद मालकी हक्काने दाखल करून घ्यावी. त्यासाठी लागणारे अर्ज, घोषणापत्र, जाबजबाब, सहा, संमत्या, प्रतिआपत्र वर्गरेची पुर्तता लिहून देणार व संमती देणार हे लिहून देणार हे सांगतील त्या वेळी समक्ष जातीने हजार राहून विनामोबदला, विनातक्रार / विनाविलंब करून देतील व लिहून देणार यांचे नावाची नोंद लावण्यास संपूर्ण सहकार्य करतील याकामी देणारे सर्व शासकीय खर्च लिहून देणार हे करतील.



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५) भरण्याचा तपशील :-

वर कालम ३ मध्ये उल्लेख केलेला उक्त मोबदला रु. ३६,५९,०००/- मात्र (अक्षरी रूपधे छत्तीस लाख एकोणसाठ हजार मात्र) हे लिहून देणार यांनी लिहून देणार व संमती देणार यांना खालीलप्रमाणे अदा केलेला आहे.

चेक नं.	चेकवरील असाहीचे नाव	बँकेचे नाव	रक्कम	तारीख
०९६२११	श्री. विनायक रामचंद्र खरे	आय. डी. बी. आय. बँक लि., शाखा चिपळूण	१,८२,९५०/-	२५/०७/२०१८
०९६२१२	श्री. दत्तात्रय रामचंद्र खरे	आय. डी. बी. आय. बँक लि., शाखा चिपळूण	१,८२,९५०/-	२५/०७/२०१८
०९६२१३	श्रीमती रजनी श्रीधर खरे	आय. डी. बी. आय. बँक लि., शाखा चिपळूण	१,८२,९५०/-	२५/०७/२०१८
०९६२२५	श्रीमती सुषमा श्रीपाद पटवर्धन	आय. डी. बी. आय. बँक लि., शाखा चिपळूण	१,८२,९५०/-	२५/०७/२०१८
०९६२१५	श्री. महेंद्र निखळण फडके	आय. डी. बी. आय. बँक लि., शाखा चिपळूण	१,८२,९५०/-	२५/०७/२०१८
०९६२१६	श्री. अ. कांदीर आदम देसाई	आय. डी. बी. आय. बँक लि., शाखा चिपळूण	७,५०,०००/-	२५/०७/२०१८
०९६२१७	श्री. म. इकबाल हुसेनियॉ देसाई	आय. डी. बी. आय. बँक लि., शाखा चिपळूण	१,६४,७५०/-	२५/०७/२०१८
०९६२१८	श्रीमती अनिता अनंत शिगवण	आय. डी. बी. आय. बँक लि., शाखा चिपळूण	२,५०,०००/-	२५/०७/२०१८
०९६२१९	श्री. रमेश गणपत शिगवण	आय. डी. बी. आय. बँक लि., शाखा चिपळूण	४,२६,५००/-	२५/०७/२०१८
०९६२२०	श्री. शरद गणपत शिगवण	आय. डी. बी. आय. बँक लि., शाखा चिपळूण	४,२६,५००/-	२५/०७/२०१८
०९६२२१	श्रीमती लक्ष्मी सुरेश शिगवण	आय. डी. बी. आय. बँक लि., शाखा चिपळूण	४,२६,५००/-	२५/०७/२०१८
०९६२२२	श्री. तेजस्वी संजय गुर्देकर	आय. डी. बी. आय. बँक लि., शाखा चिपळूण	१,५०,०००/-	२५/०७/२०१८
०९६२२४	श्री. प्रतिभा भरत हेलवंडे	आय. डी. बी. आय. बँक लि., शाखा चिपळूण	१,५०,०००/-	२५/०७/२०१८

सदर व्यवहारापोटी ठरलेली मोबदल्याची रक्कम ही लिहून देणार यांनी लिहून देणार व संमती देणार यांना त्यांनी सांगितलेल्या नावांप्रमाणे व अर्थात त्यांचे विमती नुसार दिलेली आहे. सदरहू मोबदल्याची रक्कम ही लिहून देणार व संमती देणार हे आपसात त्यांच्यामध्ये वाटून देणार असून सदरहू मोबदला रकमेसंदर्भात कोणतीही तोषीश त्यांनी लिहून देणार यांना लागू देणेची नाही. अशाप्रकारे मोबदल्याच्या रकमेसंदर्भात खरेदीखत लिहून देणार व संमती देणार यांची कोणतीही तक्रार नाही व भविष्यात देखील लिहून देणार व संमती देणार अथवा त्यांचे वारलीवारस सदर खरेदीखताबाबत अथवा त्यातील भरणा तपशीलाबाबत काहीही हिस्ता हरकत उपस्थित करणार नाहीत. सदर खरेदीची रक्कम ही लिहून देणार व संमती देणार यांना लिहून देणार यांचेकडून घनादेश स्वरूपात व घनादेश त्या त्या दिनाकास वटण्याच्या अटीस आधीन राहून मिळालेली



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दस्त क्र.	३२२० / २०१८
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असल्याने वेगळ्या भरणा पावतीची गरज नाही व त्या बाबत लिहून देणार व संमती देणार यांची काहीही तक्रार नाही.

५) अभिवचने :-

(ए) चढाक्याचित लिहून घेणार यांना सदर मिळकतीच्या टायटलमध्ये कोणत्याही प्रकारचा दोष आढळल्यास अगर काही हरकती आल्यास त्याचे निवारण लिहून देणार व संमती देणार यांनी त्यांचे स्वखर्चाने करावयाचे आहे. सदर हरकतीबाबत / दोषाबाबत खरेदीखत लिहून घेणार यांनी, खरेदीखत लिहून देणार व संमती देणार यांना सांगितल्यावर त्यांनी सदरहू निवारण ४५ (पंचेचाळीस) दिवसांच्या आत करावयाचे आहे.

(बी) सदर मिळकतीची सरकारी मोजणी लिहून देणार व संमती देणार यांनी करावयाची आहे व त्याचा खर्च हा लिहून घेणार यांनी करण्याचा आहे. लिहून देणार व संमती देणार हे लिहून घेणार सांगतील त्या वेळेस मोजणीसाठी जातीने हजर राहतील व सदर मिळकतीच्या हद्दी पुन्हा दाखवतील. चढाक्याचित कोणीही मोजणीबाबत हरकत घेतल्यास लिहून देणार व संमती देणार हे त्यांचे निवारण ताबडतोब करतील.

(सी) सदर मिळकतीचे ७/१२ सदरी लिहून घेणार यांनी त्यांचे नाव स्वखर्चाने लावून घ्यावयाचे आहे. याकामी आवश्यक ते सर्व सहकार्य व मदत लिहून देणार व संमती देणार यांनी करण्याची आहे व नोटीस बुकावर व इतर दस्तावर सह्या विना मोबदला / विना तक्रार ताबडतोब करावयाच्या आहेत.

६) अभिवचने व हमी :-

सदर मिळकत विक्रीस, व्यवहारास व हक्कांतराला अनुसरून लिहून देणार व संमती देणार हे लिहून घेणार यांना अशी अभिवचने देत आहेत की :

ए) मिळकतीच्या विक्रीसंदर्भात लिहून घेणार यांनी द. सागर या वृत्तपत्रात ता. २९/०९/२०१७ प्रोजे 'जाहीर नोटीस' प्रसिद्ध केली होती. सदरच्या जाहीर नोटीशीमध्ये नियोजित खरेदीच्या व्यवहाराबाबत कोणाची हरकत असल्यास त्यावेळी तशी हरकत नोंदविण्यास सांगण्यात आले होते. मात्र मुदतीमध्ये अगर आजपर्यंत तशी कोणतीही हरकत कोणीही नोंदविलेली नाही व त्यानंतरच प्रस्तुतचा खरेदीचा व्यवहार करण्यात येत आहे. चढाक्याचित लिहून घेणार यांना सदर मिळकतीच्या टायटलमध्ये कोणत्याही प्रकारचा दोष आढळल्यास अथवा जाहीर नोटीसीस काही हरकती आल्यास त्याचे निवारण लिहून देणार व संमती देणार यांनी त्यांचे स्वखर्चाने करावयाचे आहे. सदर हरकतीबाबत / दोषाबाबत खरेदीखत लिहून घेणार यांनी, खरेदीखत लिहून देणार व संमती देणार यांना सांगितल्यावर त्यांनी सदरहू निवारण ४५ (पंचेचाळीस) दिवसांच्या आत करावयाचे आहे.



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बी) या दस्ताने लिहून देणार व संमती देणार यांनी सदर मिळकत पूर्णतः लिहून घेणार यांना विकलेली आहे व कायम खुषखरेदी दिलेली आहे व सदर मिळकतीत लिहून देणार व संमती देणार यांच्या वालीवारसांचा या लिहून दिलेल्या दस्तावासून काहीही हक्क व अधिकार नाही.

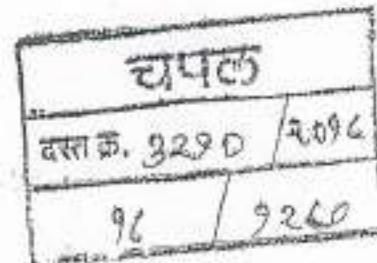
सी) सदर मिळकत ही लिहून देणार व संमती देणार यांना वरीलप्रमाणे लिहून घेणार यांना प्रस्तुत खरेदीखताने विक्री करण्याचा कायद्याने पूर्ण हक्क व अधिकार आहे अशी हमी दिलेली असून यदाकदाचित झालेल्या खरेदीखतासंदर्भात काही दोष आढळल्यास लिहून देणार व संमती देणार यांनी त्यांच्या स्वतःच्या खर्चाने त्या दोषांचे लिहून घेणार यांच्या मनाप्रमाणे निवारण करणेचे आहे.

डी) सदर मिळकतीचा लिहून घेणार यांनी त्यांच्या मनाप्रमाणे पूर्ण उपभोग घ्यावा व कोणत्याही प्रकारचे जे उत्पन्न येईल ते घ्यावे व त्याबाबतीत लिहून देणार व संमती देणार यांचेकडून अगर त्यांच्या वंशवारस यांच्याकडून दावा, मागणी अगर विरोध किंवा ताबा सोडण्याची मागणी अगर अन्य कोणत्याही प्रकारचा अडथळा वा उपद्रव होणार नाही याची हमी व भरवसा लिहून देणार व संमती देणार यांनी लिहून घेणार यांना दिलेला आहे.

ई) लिहून घेणार हे शेतकरी असल्याने त्यांना प्रस्तुताची मिळकत विकत घेण्यास कोणतीही कायदेशीर अडचण नाही. कमाल जमीन धारणांतर्गत कायद्यांमधील तरतुदीप्रमाणे लिहून घेणार यांची जमीन अतिरिक्त होत नाही. अर्थात सदर मिळकतीचे खरेदीविक्रीसाठी अथवा या दस्तासाठी कोणत्याही कायदा / नियम याखाली कोणत्याही अधिकाऱ्याकडून कोणत्याही स्वरूपाची पुर्व परवानगी / परवानगी अथवा संमती घेण्याची आवश्यकता नाही.

एफ) सदर मिळकत पूर्णपणे निर्वेध, निमजोखमी, निष्कर्जित आणि बोजारहीत असल्याचा पुर्व भरवसा लिहून देणार व संमती देणार यांनी लिहून घेणार यांना दिला आहे. तसेच सदर मिळकत लिहून देणार व संमती देणार यांनी अन्य कोणासही लीज, लीन, गहाण, दान, बक्षीस, खरेदी दिलेली नाही व तशा प्रकारे लिहून देणार व संमती देणार यांनी कोणाही व्यक्ती अथवा इसमांशी करार केलेला नाही. सध्या सदर मिळकत लिहून देणार व संमती देणार यांनी कोणासही भाडेपट्ट्याने दिलेली नाही. सदर मिळकतीमध्ये खरेदीखत लिहून देणार पैकी अ.नं. १९ ते २५ व संमती देणार यांचेव्यतिरिक्त अन्य कोणीही कुळ, खंडकरी व अर्घलकार नाही. सदर मिळकतीबाबत कोणत्याही कोर्टात वाद, दावा, दरखास्त चालू नाही. अशी पुर्वपणे निर्वेध, निमजोखमी व बोजारहीत मिळकत या दस्ताने लिहून देणार व संमती देणार यांनी लिहून घेणारांस खरेदी दिलेली आहे.

जी) तसेच लिहून देणार व संमती देणार यांनी लिहून घेणाऱ्यांना भरवसा व खात्री दिली आहे की, सदर मिळकती बाबत शासनाने कोणत्याही प्रकारे सदर मिळकत विक्री, हस्तांतर करण्यास मनाई



केलेली नाही अगर अशा प्रकारे सदर मिळकत खरेदीखतापूर्वी कोणत्याही प्रकारचा बटहुकूम अथवा नोटीस प्रसिध्द झालेली नाही.

एच) सदर मिळकतीवर कोणाचाही कोणत्याही प्रकारचा बोजा, मागणी वा अन्य हक्क नाही व तसा बोजा, मागणी वा अन्य हक्क आढळून आल्यास लिहून देणार व संमती देणार हे आपल्या खर्चाने त्याचे निवारण करतील व लिहून देणार यांना तोषीश लागू देणार नाहीत.

आय) सदर मिळकत लिहून देणार व संमती देणार यांनी त्यांच्या कुटुंबियांपैकी कोणाही वारसांना किंवा अन्य कोणासही पोटगी, चोळीबांगडी म्हणून दिलेली नाही. सदर लिहून देणार व संमती देणार यांचेव्यतिरिक्त त्यांचे कुटुंबामध्ये अन्य कोणीही घटक नाही.

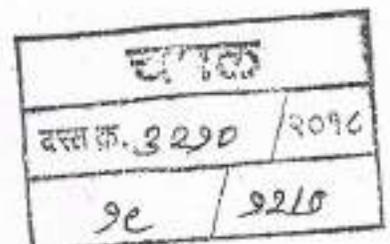
जे) सदर मिळकत लिहून देणार व संमती देणार यांनी सद्यस्थितीत कोणत्याही बँकेस, पतसंस्थेस, सोसायटीस, कंपनीस अगर व्यक्तीस गहाण अथवा तारण ठेवलेली नाही.

के) सदर मिळकतीमध्ये जाण्यायेण्यासाठी पश्चिम बाजूस असलेल्या म्युनिसिपल सडकेच्या बाजुने पुर्वाधारचा जाण्यायेण्याचा मार्ग आहे. सदरहू मार्गाचा पुर्वीप्रमाणेच वापर करण्याचा हक्क व अधिकार लिहून देणार व संमती देणार यांनी लिहून देणार यांना प्रस्तुत खरेदीखताने तब्दील केलेला आहे. सदरहू मार्गासंदर्भात लिहून देणार यांना भविष्यात कोणतीही अडचण उद्भवल्यास त्याचे निवारण लिहून देणार व संमती देणार यांनी स्वखर्चाने करावयाचे आहे.

यदाकदाचित या खरेदीखतामध्ये लिहून देणार व संमती देणार यांनी दिलेल्या अभिवचनात काहीही तफावत अथवा असत्यता आढळून आलीच, अगर कोणीही सदर मिळकती बाबत काही हक्क व अधिकार सांगितला अगर सिध्द केला किंवा त्याबाबत काही कोर्टकचेरी अथवा अन्य कोर्टप्रकरणे झाल्यास लिहून देणार व संमती देणार स्वखर्चाने त्याचे विनाविलंब निवारण करतील व त्याबाबत लिहून देणार यांना काही खर्च तोषीश झाल्यास, लिहून देणार व संमती देणार हे लिहून देणार यांना त्याबाबतची तोषीश लागू देणार नाहीत व जो काही खर्च व तोषीश होईल त्याची भरपाई ताबडतोब करून देतील.

यदाकदाचित जर लिहून देणार व संमती देणार यांच्या सदर मिळकतीच्या टायटलबाबत काहीही दोष अथवा या दस्त्यातील कोणत्याही अभिवचनात काहीही तफावत अगर असत्यता आढळून आल्यास त्याचे लिहून देणार व संमती देणार हे स्वतःच्या खर्चाने कायदेशीररित्या निराकरण / निरसन करून देण्याचे आहे. यदाकदाचित लिहून देणार यांना याबाबत काहीही नुकसान झाले तर किंवा काही तोषीश झाल्यास त्याची भरपाई लिहून देणार व संमती देणार हे लिहून देणार यांना भरून देतील.

वरील सर्व अभिवचने लिहून देणार व संमती देणार यांच्या प्रमाणे त्यांचे वालीवारस यांच्यावर बंधनकारक राहतील. तसेच लिहून देणार व संमती देणार यांनी सदर मिळकतीमध्ये असलेले सर्व



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हक्क व अधिकार या दस्ताने लिहून घेणार यांचे नावे खरेदीने ताबदील केलेले आहेत व यापुढे सदर मिळकतीमध्ये कोणताही हक्क व अधिकार सांगणार नाहीत.

७) कर :-

सदर मिळकतीचे आजपर्यंत सर्व सरकारी, निमसरकारी, कर, सारा, पटद्या, वगैरे लिहून देणार यांनी पुर्णपणे भरलेले आहेत व मागील कोणत्याही प्रकारची करांची थकबाकी नाही. तथापी चुकून निघाल्यास लिहून देणार व संमती देणार हे त्वरीत भरतील व त्याची लोपोक्ष लिहून घेणार यांना लागू देणार नाहीत. सदरचा दस्त नोंदणी झाल्यापासून लिहून घेणार सदर मिळकतीचे सर्व सरकारी निमसरकारी, कर, सारा, पटद्या, भरतील.

८) संमती :-

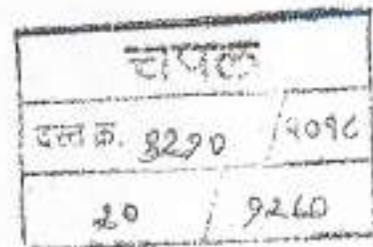
प्रस्तुत खरेदीखतास संमती देणार यांची देखील खरेदीखत लिहून देणार पैकी अ.नं. १९ ते २५ यांचेसमवेत सदर मिळकतीमध्ये कुळहक्काने कब्जावहिवाट आहे. मात्र संमती देणार यांची नावे सदर मिळकतीच्या ७/१२ सदरी दाखल नसल्याने त्यांना प्रस्तुत खरेदीखताचे कामी संमती देणार म्हणुन सामील करण्यात आलेले आहे. अर्थात प्रस्तुतच्या खरेदीखतास संमती देणार यांची पुर्ण संमती असुन प्रस्तुत खरेदीखताआधारे त्यांना सदर मिळकतीसंदर्भात कायद्याने प्राप्त झालेले सर्व कायदेशीर हक्क व अधिकार हे संपुष्टात आलेले आहेत.

९) कागदपत्र :-

सदर मिळकतीसंदर्भात ७/१२ चे उतारे, फेरफारचे उतारे व नकाशे वगैरे संबंधित सर्व कागदपत्र आजरोजी खरेदीखत लिहून देणार व संमती देणार यांनी खरेदीखत लिहून घेणार यांच्या स्वाधीन केलेले आहेत.

१०) अनुषंगिक दस्त :-

लिहून घेणार यांना सदर मिळकत त्यांचे पुर्ण नावे व स्वामित्वाची करण्यासाठी या दस्तानंतर अन्य काही इतर दस्त करण्याची जरूरी लागल्यास लिहून देणार व संमती देणार यांनी विनामोबदला विनातक्रार ताबडतोब कर्तन देण्याचे व नोंदवुन देण्याचे मान्य व कर्तुल केले आहे.



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११) खरेदी दस्तासोबत जोडलेली कागदपत्रे :-

सदर खरेदीदस्तासोबत (१) नकाशा, (२) ७/१२ व प्रॉपर्टी कार्डचा उतारा, (३) लिहून घेणार जोलकरी कुटुंबातील असल्याबाबत ७/१२ उतारा वगैरे कागदपत्र जोडलेले आहेत.

१२) खर्च :-

सदर खरेदीखतापर्यंतचा व खरेदीखताचा सर्व खर्च उदा. वकील फी, मुद्रांक शुल्क, नोंदणी फी वगैरे तदनुषंगिक घेणारा सर्व खर्च लिहून घेणार यांनी केलेला आहे.

येणेप्रमाणे हे खरेदीखत लिहून देणार व संमती देणार यांनी राजीशुचीने व अवकलद्वार्याने लिहून दिलेले असून त्यातील मजकुराचा अर्थ त्यांनी वाचून, समजावून घेतला असून तो मान्य व कबूल असल्याचे प्रतिक म्हणून खालील साक्षीदारांचे समक्ष त्यावर आज दि. २५/०७/२०१८ रोजी विपक्षून मुक्कामी आम्ही आपापल्या सहा केलेल्या आहेत.

साक्षीदार :-

सहचा :-



श्री. दिपक रोहिदास निमकर
(खरेदीखत लिहून घेणार)
पार्टी नं. १

१) किशोर शरद शिंगवण
रा. ओझरवाडी, चिपळूण,
ता. चिपळूण, जि. रत्नागिरी



१) श्री. नजीर अहमद हुसेनमिष्यो देसाई
२) सौ. शहरबानु खलील देसाई
३) श्री. अकिल हुसेनमिष्यो देसाई
(अ. नं. ३ खुद्द व १ व २
करीता मुखत्यार म्हणून)

२) श्री. संजय राजाराम गुढेकर,
रा. मार्कडी, चिपळूण,
ता. चिपळूण, जि. रत्नागिरी



४) सौ. सुरैच्या अमानुल्ला शेखनाम



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5) श्री. म. इकबाल हुसेनमियाँ देसाई



6) श्री. अ. कादीर आदम देसाई
7) सौ. अर्जुमन्द अ. समद फरीद
(अ.नं. 6 खुह व अ.नं. 7
करीता मुखत्यार म्हणुन)



8) श्री. विनायक रामचंद्र खरे



9) श्रीमती रजनी श्रीधर खरे



10) सौ. प्रलदी प्रवीण म्हात्रे



11) सौ. मृणाल श्रीकांत लिमये
12) श्री. शर्मद श्रीधर खरे
(अ.नं. 11 खुह व 12 करीता
मुखत्यार म्हणुन)



13) श्री. दत्तात्रय रामचंद्र खरे



चपल	
दस्ता क्र.	3290 / 2096
22	9260

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मोहंती पट्टे

- १४) श्री. महेंद्र निकंकठ फडके
 - १५) श्री. नरेंद्र निकंकठ फडके
 - १६) सौ. स्वाती अनिरुद्ध देऊपांडे
 - १७) सौ. श्रद्धा श्रीधर वैद्य
- (अ.नं. १४ खुद्द व अ.नं. १५ ते १७ करीता मुखत्यार म्हणुन)



सुषमा श्री. पटवर्धन

- १८) श्रीमती सुषमा श्रीपाद पटवर्धन



श्रीमती अहल्या गणपत शिगवण

- १९) श्रीमती अहल्या गणपत शिगवण



श्रीमती लक्ष्मी सुरेश शिगवण

- २०) श्रीमती लक्ष्मी सुरेश शिगवण



श्री. अजित सुरेश शिगवण

- २१) श्री. अजित सुरेश शिगवण



श्री. रमेश गणपत शिगवण

- २२) श्री. रमेश गणपत शिगवण



श्री. जयदेव गणपत शिगवण

- २३) श्री. जयदेव गणपत शिगवण



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दस्त क्र.	३२१० / २०१८
२३	१२६

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श्री प्रतिष्ठा भरत हेल्वडे
२४) सौ.प्रतिष्ठा भरत हेल्वडे



श्रीतेजास्वी संजयगुढेकर
२५) सौ.तेजस्वी संजय गुढेकर
(खरेदीखत लिहून देणार)
पार्टी नं. २



श्री.अ.अ.
अनंत देणार
M. D. K. J. K.
(सौ. मनिषा राकेश म्हादम)
२६) श्रीमती अनिता अनंत शिगवण



श्री.अ.अ.श्री.अ.अ.
२) श्री.अविनाश अनंत शिवगण



M. D. K. J. K.
३) सौ. मनिषा राकेश म्हादम



M. D. K. J. K.
४) कु.राणी अनंत शिगवण



M. D. K. J. K.
५) सौ. मानसी दिपक कुलकर्णे
संमती देणार
पार्टी नं. ३



रजपत्र	
दस्तावेज नं. 3290	2096
28	9260

PURCHASE DEED(Date 15th July, 2018)

Division No 2/16 Rate of Land Rs.4720/- per Sq. Mtrs.

Purchase amount Rs. 36,59,000/- (Rupees

Thirty Six Lacs Fifty Nine Thousand Only)

Price as per Government ready reconor Rs. 36,59,000/-

(Rupees Thirty Six Lacs Fifty Nine Thousand Only)

Price of property shown in this Purchase Deed is as per market rate today.

TO

MR. DEEPAK ROHIDAS NIMKAR

AGE- 52 YRS. OCCUPATION –

AGRICULTURE & TRADING

Residing at Muradpur, Chiplun,

Taluka Chiplun, Dist-Ratnagiri.

Pin code No 415605

Adhar No 9423 8034 0818

PAN NO ABTPN5003A

PURCHASER

(PARTY OF FIRST PART)

1) MR. NAJIR AHMAD HUSAINMIYA DESAI

SELLER

AGE- 75 YRS. OCCUPATION – RETIRED (PARTY OF SECOND PART)

Residing at At & Post –Uktad, Taluka-Chiplun,

Dist-Ratnagiri.

Pin code No 415605

Adhar No 5889 7208 6021

PAN NO AZYPD9632B

2) MRS. SHAHARBANU KHALIL DESAI

AGE- 61 YRS. OCCUPATION – HOUSEWIFE

Residing at At & Post –Uktad, Taluka-Chiplun,

Dist-Ratnagiri.

Pin code No 415605

Adhar No 4418 7654 2642

PAN NO BAIPD0311E

3) MR. AKIL HUSAINMIYA DESAI

AGE- 67 YRS. OCCUPATION – RETIRED

Residing at At & Post –Uktad, Taluka-Chiplun,
Dist-Ratnagiri.

Pin code No 415605

Adhar No 2020 2976 8117

PAN NO AASPD9109P

(self for Sr No.3 and Constituted attorney for No. 1 & 2)

4) MRS. SURAIYA AMANULLA SHAIKHNAG

AGE- 65 YRS. OCCUPATION – HOUSEWIFE

Residing at Alaksa Apartment ,Second Floor, Bhendi Naka,
Chiplun Taluka-Chiplun, Dist-Ratnagiri.

Pin code No 415605

Adhar No 2428 5399 7507

PAN NO DGAPS7688D

5) MR. MIQBAL HUSAINMIYA DESAI

AGE- 72 YRS. OCCUPATION – RETIRED

Residing at At & Post –Uktad, Taluka-Chiplun,

Dist-Ratnagiri. Pin code No 415605

Adhar No 9098 2526 1505

PAN NO CFEPD0067B

6) MR. A.KADIR ADAM DESAI

AGE- 58 YRS. OCCUPATION – SERVICE

Residing at At & Post –Uktad, Taluka-Chiplun,

Dist-Ratnagiri. Pin code No 415605

Adhar No 5471 4985 3302

PAN NO ACIPD3385M

(Self for Sr No.6 and constituted attorney for Sr No.7)

7) MRS. ARJUMAND A.SAMAD FARID

AGE- 56 YRS. OCCUPATION – HOUSEWIFE

Residing at 4 Amar kutir building , Nawayat Mohalla

Behind Juma Masjid Chawl , Nalasopara, Dist- Thane

Pin code No 401203

Adhar No 5267 9042 1137

PAN NO ACIPF3285G

8) MR. VINAYAK RAMCHANDRA KHARE

AGE- 83 YRS. OCCUPATION – AGRICULTURE

Residing at At & Post –Kelshi, Taluka- Dapoli,

Dist-Ratnagiri.

Pin code No 415717

Adhar No 5353 0479 3502

PAN NO CDYPK0527R

9) SMT. RAJANI SHRIDHAR KHARE

AGE- 73 YRS. OCCUPATION – HOUSEWIFE

Residing at At Saran Apartment, Tapobhumi Housing Society,

Dattawadi, Pune 411030

Adhar No 4689 8353 6322

PAN NO ABZPK7867R

10) MRS. PALLAVI PRAVEEN MHATRE

(Erstwhile Kumari Harsha Shridhar Khare)

AGE- 48 YRS. OCCUPATION – SERVICE

Residing at At Kulaswamini ,Mhatrewadi, Somwar Peth,

Balasawant Lane, Vasai West, Dist- Palghar,

Pin code No 401201

Adhar No 4863 4150 0395

PAN NO BNYPM9366B

11) MRS. MRUNAL SHRIKANT LIMAYE

(Erstwhile Kumari Varsha Shridhar Khare)

AGE- 41 YRS. OCCUPATION – SERVICE

Residing at Tejashree Housing Society,

Near V.K. English Medium School, Panvel,

Dist- Raigad , Pin code No 410206

Adhar No 4901 9874 4317

PAN NO ABPPL0342N

12) MR. SHARMAD SHRIDHAR KHARE

AGE- 34 YRS. OCCUPATION – SERVICE

Residing at At Sarang Apartment, Tapobhumi Housing Society,

Dattawadi, Pune 411030

Adhar No 6072 4833 1203

PAN NO BOAPK7929H

(Self for Sr. no. 11 and constituted attorney for Sr No.12)

13) MR. DATTATRAY RAMCHANDRA KHARE

AGE-76 YRS, OCCUPATION- RETIRED

Residing At Vishwakumum Apartment,

Narayan Peth, Opp. Modi Ganapati,

5th Floor, Pune 411030

Adhar No 8086 3738 0399

PAN NO ABJPK9697H

14) MR. MAHENDRA NILKANTH PHADKE

AGE-50 YRS, OCCUPATION- BUSINESS

Residing At Vinjhar Taluka –Velha,

Dist- Pune Pin code 412213

Adhar No 9995 0293 4592

PAN NO AJJPP0299A

15) MR. NARENDRA NILKANTH PHADKE

AGE-54 YRS, OCCUPATION- BUSINESS

Residing At Vinjhar Taluka –Velha,

Dist- Pune Pin code 412213

Adhar No 3693 8732 7007

PAN NO AJJPP0302N

16) MRS. SWATI ANIRUDHHA DESHPANDE

(Erstwhile Swati Nilkanth Phadke)

AGE-58 YRS, OCCUPATION- HOUSEWIFE

Residing At Flat No.6 Riveli Apartment,

Behind Saptashrunji Dairy, Rathachakra Chowk,

Indira Nagar, Nasik, Pin code 422009

Adhar No 4691 8853 8207

PAN NO BLIPD5066M

17) MRS. SHRADHHA SHRIDHAR VAIDYA

(Erstwhile Shradhha Nilkanth Phadake)

AGE-56 YRS, OCCUPATION- HOUSEWIFE

Residing At Abhinav Nagar, New Nagar Road,

Behind Ithape Hospital, At & Post –Sangamner,
 Taluka / Dist- Ahamadnagar Vinjhar Taluka –Velha,
 Dist- Pune Pin code 412213

Adhar No 3515 3097 5652

PAN NO ALTPV1007G

(Self for Sr No.14 and Constituted Attorney for Sr Nos.15 to 17)

18) SMT. SUSHAMA SHRIPAD PATWARDHAN

AGE-74 YRS, OCCUPATION- HOUSEWIFE

Residing At 9, Jaladhara Society, Rajendra Nagar,

Pune 411030

Adhar No 8815 3757 7973

PAN NO BJFPP1677P

19) SMT. AHILYA GANAPAT SHIGWAN

AGE-67 YRS, OCCUPATION- HOUSEWIFE

Residing At Ozarwadi, Chiplun, Taluka Chiplun,

Dist- Ratnagiri, Pin code 415605

Adhar No 5172 9206 4973

(Filled up Form No.61)

20) SMT. LAXMI SURESH SHIGWAN

AGE-56 YRS, OCCUPATION- HOUSEWIFE

Residing At Near Shankar Temple At & Post- Ozarwadi,

Chiplun, Taluka- Chiplun, Dist- Ratnagiri,

Pin code 415605 Adhar No 4731 0034 2571

(Filled up Form No.61)

21) MR. AJIT SURESH SHIGWAN

AGE- 27 YRS, OCCUPATION-SERVICE

Residing At House No. 483, Near Shankar Temple

At & Post- Ozarwadi, Chiplun, Taluka- Chiplun,

Dist- Ratnagiri, Pin code 415605

Adhar No 4592 3172 6234

(Filled up Form No.61)

22) MR. RAMESH GANAPAT SHIGWAN

AGE- 64 YRS, OCCUPATION-RETIRED

Residing At House No. 483, Near Shankar Temple

At & Post- Ozarwadi, Chiplun, Taluka- Chiplun,

Dist- Ratnagiri, Pin code 415605

Adhar No 8102 5055 9384

PAN NO BTCPS3572B

23) MR. SHARAD GANAPAT SHIGWAN

AGE- 49 YRS, OCCUPATION- AGRICULTURE

At & Post- Ozarwadi, Chiplun, Taluka- Chiplun,

Dist- Ratnagiri, Pin code 415605

Adhar No 9701 7828 8233

(Filled up form 61)

24) MRS. PRATIKSHA BHARAT HELWANDE

(Erstwhile Kumari Alka Ganapat Shigwan)

AGE- 54 YRS, OCCUPATION- HOUSEWIFE

Residing At House No. 2736 Sanwadi, At & Post- Gowalkot,

Taluka Chiplun, Dist- Ratnagiri, Pin code 415605

Adhar No 3803 4425 5550

(Filled up form 61)

25) MRS. TEJASWI SANJAY GUDHEKAR

(Erstwhile Kumari Surekha Ganapat Shigwan)

AGE- 48 YRS, OCCUPATION- HOUSEWIFE

Residing At House No. 8 Near Swami Samarth Madh

Markandi, Chiplun Taluka Chiplun, Dist- Ratnagiri,

Pin code 415605 Adhar No 4762 0343 4146

(Filled up form 61)

(1) SMT. ANITA ANANT SHIGWAN

CONSENTING PARTY

AGE- 57 YRS, OCCUPATION- HOUSEWIFE

(Party No. 3)

At & Post- Ozarwadi, Chiplun, Taluka- Chiplun,

Dist- Ratnagiri, Pin code 415605

Adhar No 2172 7426 4068

(Filled up form 61)

(2) MR. AVINASH ANANT SHIGWAN

AGE- 25 YRS, OCCUPATION- ELECTRICION

At & Post- Ozarwadi, Chiplun, Taluka- Chiplun,

Dist- Ratnagiri, Pin code 415605

Adhar No 9260 6349 6031

(Filled up form 61)

(3) MRS. MANISHA RAKESH MHADAM

(Erstwhile Kumari Manish Anant Shigwan)

AGE- 31 YRS, OCCUPATION- HOUSEWIFE

At & Post- Pimpali (Mahadamwadi)

Taluka- Chiplun, Dist- Ratnagiri,

Pin code 415605 Adhar No 9987 2350 5309

(Filled up form 61)

(4)MRS. RANI ANANT SHIGWAN

AGE-27 YRS, OCCUPATION- SERVICE

At & Post- Ozarwadi, Chiplun, Taluka- Chiplun,

Dist- Ratnagiri, Pin code 415605

Adhar No 5810 7512 3713

(Filled up form 61)

(5)MRS. MANASI DIPAK KAJVE

(Erstwhile Kumari Nita Anant Shigwan)

AGE-33 YRS, OCCUPATION- HOUSEWIFE

At & Post Kadavli (Kajwewadi) Taluka Khed

Dist- Ratnagiri. Pin code 415709

Adhar No 6298 3469 5345

(Filled up form 61)

PURCHASE DEED GIVING IN WRITTEN AS UNDER

(1)DESCRIPTION OF PROPERTY :

All that piece and parcel of property at village Chiplun Taluka Chiplun, within the limits of Chiplun Nagar Parishd of which details are as under :

Survey No	Hissa No	Area H. R. P.	Assessment Rs Pse
146 A	3	0.07.10	1.37

FOUR BOUNDARIES OF PROPERTY SUREVE NO 146 A, HISSA NO 3 ARE AS UNDER

EAST	:	Property of S.No. 146 A hissa no. 2
WEST	:	Property of S.No. 146 A hissa no. 1
SOUTH	:	Property of S.No. 146 A hissa no. 1
NORTH	:	Property of S.No. 146 A hissa no. 4

As per city survey record for CTS No. 6395 description of area is 775 Sq.Mtrs.

FOUR BOUNDARIES OF CTS NO 6395 ARE AS UNDER

EAST	:	Property of CTS NO. 6396
WEST	:	Property of CTS NO. 6397
SOUTH	:	Property of CTS NO. 6394
NORTH	:	Property of CTS NO. 6397

AS SUCH said property as per 7/12 extract and as per CTS records consisting therein all the immovable type things and rights is the subject matter of this PURCHASE DEED which is henceforth called and referred to as THE PURCHASE PROPERTY/ SAID PROPERTY in this Purchase Deed. Hence this is the description of Property.

2) OWNERSHIP AND POSSESSION : The said property was earlier owned by the previous owners of S.Nos. 1 to 18 of Party of Second Part and thereafter the said property has now been owned by them jointly. In the said property Sellers i.e. Party of Second Part Sr Nos. 1 to 7 are having $\frac{1}{2}$ share in joint and Sr. Nos. 8 to 18 are having $\frac{1}{2}$ share in joint. As on today, the said property is in possession and cultivation of S. Nos. 19 to 25 being consenting parties to this Purchase Deed in the capacity as they are the holders of tenancy rights. This property being within the limits of Nagar Parishad according to the provisions of Bombay Tenancy act it is unsold. This property is acquired by the Government for Play Ground. Under the circumstances sellers and consenting parties of this purchase deed in the capacity of owners and occupants have jointly decided to sale this property on as is where is basis which the purchasers have agreed and this purchase transaction is now being undertaken.

3) TRANSACTION-

A) The said property has become baron and do not give any income since 2005 due to floods taking place all the times. Therefore Sellers and Consenting parties of this purchase deed, in view of fulfilling their lawful needs and necessity of urgent money requirement, have decided to sale this property.

B) As stated elsewhere above, the said property is barren and hence neglected. Presently no any income from this property and for fresh development of that entire property huge expenses are proposed. Considering all above facts Purchasers in view of purchasing said property held discussions with the Sellers and consenting parties and at the end of the final negotiations between the two parties, the stated value of the property was fixed at Rs. 3659000 (Rupees Thirty Six Lacs Fifty Nine Thousand Only) Since this price is reasonable and realistic at today's market rate and it is acceptable and admissible to the sellers and consenting parties they gave their consent, and purchasers decided to buy it permanently. The said amount of Rs. 3659000 (Rupees Thirty Six Lacs Fifty Nine Thousand Only) as furnished in the column no 4 hereunder agreed to be accepted by the sellers and consenting parties for said property described in column no 1 above consisting therein trees and other immovable type things along with rights and interest of sellers and consenting parties for which they have executed today this purchase deed duly executed and registered in favour of Purchasers being sale of the property permanently.

C) The purchasers henceforth may hold this property, enjoy the property and can use it in whatever type as per their wish and said property shall be considered wholly owned property by the purchasers. Hereinafter there shall not be any right and interest of any of the legal heirs of purchasers and consenting parties. However, the responsibility of taxes or other payments in respect of the said property shall be of the purchasers. The taxes and other payments regarding the said property till today have been paid by the sellers and consenting parties and they shall be held liable if unpaid.

(D) Direct and open possession with occupation of this property has been given today by the sellers and consenting parties to the purchasers by going to the actual place, showing land marks and boundaries, which purchasers have accepted. Since the possession of this property has been taken today, the purchasers may enjoy the property with whatever income that may be derived from the property for which no any type of hindrance or trouble or suit either from the sellers and consenting parties or their legal heirs and by any third parties claiming objection with right shall be made and in such case the sellers and consenting parties shall clear the same at their own cost and expenses and shall keep the purchasers harmless. In future any type of compensation from Government or semi-government institution received

(either in monetary form or in area basis), that shall be taken by the purchasers and sellers or consenting parties shall not claim any type of right in the same.

(E) The purchasers shall make registration of their names as rightful owners of this property in the records of Government. For that application, declaration, statement, signatures, consents and affidavits etc. shall be complied by the sellers and consenting parties as and when so demanded by the purchasers by their personal presence without any compensation, condition and without delay and shall co-operate them for registration of their names but all the Government expenses for doing so shall be made by the purchasers.

4) Payment Details : The purchasers have made the payment of consideration amount of Rs. 36,59,000/- (Rupees Thirty Six Lacs Fifty nine thousand only) stated above in the column No. 3, to the sellers and consenting parties as detailed below-

Cheque No	Name on Cheque	Bank name	Amount	Date
096211	Mr. Vinayak Ramchandra Khare	IDBI. Bank Chiplun Branch	1,82,950/-	25/07/2018
096212	Mr. Dattatray Ramchandra Khare	IDBI. Bank Chiplun Branch	1,82,950/-	25/07/2018
096213	Smt. Rajni Shridhar Khare	IDBI. Bank Chiplun Branch	1,82,950/-	25/07/2018
096225	Smt. Sushma Shripad Patwardhan	IDBI. Bank Chiplun Branch	1,82,950/-	25/07/2018
096215	Mr. Mahendra Neelkanth Phadke	IDBI. Bank Chiplun Branch	1,82,950/-	25/07/2018
096216	Mr. A. Kadir Adam Desai	IDBI. Bank Chiplun Branch	7,50,000/-	25/07/2018
096217	Mr. M. Iqbal Husainmiya	IDBI. Bank Chiplun Branch	1,64,750/-	25/07/2021

	Desai			
096218	Smt.Anita Anant Shigwan	IDBI.Bank Chiplun Branch	2,50,000/-	25/07/2018
096219	Mr.Ramesh Ganapat Shigwan	IDBI.Bank Chiplun Branch	4,26,500/-	25/07/2018
096220	Mr.Sharad Ganapat Shigwan	IDBI.Bank Chiplun Branch	4,26,500/-	25/07/2018
096221	Smt.Laxmi Suresh Shigwan	IDBI.Bank Chiplun Branch	4,26,500/-	25/07/2018
096222	Mrs.Tejasvi Sanjay Gudhekar	IDBI.Bank Chiplun Branch	1,50,000/-	25/07/2018
096224	Mrs.Pratiksha Bharat Helwande	IDBI.Bank Chiplun Branch	1,50,000/-	25/07/2018

Said decided transaction of consideration amount has been fulfilled by the purchasers to the sellers and consenting parties as per their request and names told by them. The said consideration amount has been distributed amongst the sellers and consenting parties with their mutual understanding and in this connection they shall keep harmless to the purchasers. In this way, there is no complaint from the sellers and consenters regarding the amount of consideration. In the future also, sellers and consenters or their guardian heirs will not raise any objection regarding the purchase deed or payment details mentioned hereinabove.

The consideration amount has been received by the sellers and consenters in the form of bank cheques and dates subject to the guarantee that the cheques shall be honoured. So no separate receipt is necessary and in this connection no complaint from the sellers and consenters.

5) PROMISES :

A) In case if any issue rose or any objection rose in respect of title of the property that will be cleared at the cost and expenses by sellers and

consenters. Upon such information is given by the purchasers to the sellers and consenters they will have to clear the same within next 45 days period.

B) Measurement of said property shall be done by the sellers and consenters from the Government surveyors and expenses in this connection shall be made by the purchasers. In view of measurement as and when purchasers will inform, the sellers and consenters shall remain physically present at the site and shall show the boundaries of property again. In case of any objection rose for measurement, the sellers and consenters shall clear the same immediately.

C) The names in 7/12 are to be recorded by the purchasers at their own expenses. In this connection necessary co-operation shall be given by the sellers and consenters and they shall sign in the notice book and other documents without any complaint /compensation immediately.

6) PROMISES & GUARANTEES :

The sellers and consenters of the property in accordance with the transaction and in connection with the transfer of right in the property advising to the purchasers that,

A) Regarding sale of the property, purchasers had published a PUBLIC NOTICE in the daily news paper SAGAR on 29/09/2017. In the said notice, for proposed property sale if any objection from the public was called but till date no any objection was registered and thereafter this sale is being executed. In case any fault in title of the property observed or any objection rose in response of Public Notice, the sellers and consenters shall clear the same at their expenses. Upon being informed in this connection by the purchasers to the sellers and consenters they shall have to clear the same within the period of next 45 (Forty five) days.

B) The said property has been permanently sold by the sellers and consenters to the purchasers and there shall be no any right or interest in the property of their guardians and heirs.

C) The sellers and consenters have full powers and authority by law to sell this property to the purchasers and they have given this guarantee to the purchasers and in case any fault rose in respect of this sale of the property, the sellers and consenters shall clear the same to the satisfaction of purchasers at their own expenses.

- D) The purchasers may enjoy the property with whatever income that may derive from the property for which no any type of suit, demand, or objection and for dispossession of the property either from the sellers and consenting parties or their legal heirs and by any third parties shall be claimed, this assurance and guarantee has been given by the sellers and consenters to the purchasers.
- E) Since the purchasers are Farmers, they do not have any difficulty in purchasing the said property. As per the provisions of Land Ceiling Act the purchasers do not become excess land owners and hence no need of getting any permission/ consent from any Government Officer for sale or purchase of the property or for execution of deed is necessary under any law /rule.
- F) The sellers and consenters have given to the purchasers assurance and guarantee that the said property is fully unencumbered, safe, and without any charge. The sellers and consenters have not entered into any Lien, Lease, Mortgage, Gift , present, purchase or any other agreement with any person or persons.
- G) The sellers and consenters have assured to the purchasers that Government has not prohibited the sale or transfer of the said property or not issued any notification or notice in this connection before execution of this sale.
- H) There is no any type of Charge, Demand or any right upon the said property and if found the sellers and consenters shall clear the same at their own expenses and shall keep the purchasers harmless.
- I) The said property has not given by the sellers and consenters to any of their heirs or anybody else towards maintenance or for cloths etc and except the sellers and consenters there is nobody else as member in their families.
- J) The said property as on the date not mortgaged or given as security to any of the banks, financial institutions, societies and companies by the sellers and consenters.
- K) In the said property there is a pre traded access road for going and coming from the west side by the side of Municipal Street. The use of said access road as it was earlier has been given as right to the purchasers by the sellers and consenters by this deed. In future if any difficulty

arisen on the use of this access road, the sellers and consenters shall clear the same at their own expenses.

In case, in this purchase deed, in the promises and assurances given by the sellers and consenters if any difference found or false assurances observed or anybody claimed his right or claim in the said property and proved it or it become a court matter then the sellers and consenters shall clear the same without any delay and if any expenses incurred by the purchasers in this connection the sellers and consenters shall in view of keeping the purchasers harmless they shall reimburse to the purchasers immediately.

In case, in connection with the title of the property any fault or in the given assurances any difference or false assurance found in that case the sellers and consenters shall clear the same legally at their own expenses. If any loss incurred by the purchasers in this connection the sellers and consenters shall keep them harmless and shall reimburse them the loss amount. The sellers and consenters have transferred all their rights and interest in the said property by this deed in favour of the purchasers and they shall not claim any such right or authority in the said property.

7) TAXES : The sellers and consenters have paid all the Government semi-government Taxes, Assessments and Bills etc. till date and there is no any amount overdue. However, if observed pending by mistake the sellers and consenters shall pay the same immediately and shall keep the purchasers harmless. From the execution and registration of this deed all the future Taxes, Assessments and Bills of Government & Semi-government shall be paid by the purchasers.

8) CONSENT : In the said property Purchase Deed property possession and occupation from the list of sellers bearing sr.nos. 19 to 25 are existing as tenancy occupants and cultivators Those who give their consent to the present purchase deed are also in possession of the present property with the serial number 19 to 25 among the sellers. However their names are not existing in the 7/12 extract hence their names are included in the purchase deed as consenters. However, for this purchase deed full consent has been given by them and hence in connection with

the said property all the legal rights and authorities derived by them has been terminated and ended.

9) DOCUMENTS : All the relevant documents pertaining to this property viz 7/12 Extracts, Mutation Extracts(Pherphar)), Maps and all other related documents have been handed over by the sellers and consenters to the purchasers.

10) ANCILLARY DOCUMENTS : The sellers and consenters have agreed and accepted to give to the purchasers any other documents if required, immediately without any consideration and condition in view of recording their names as owners of the said property.

11) DOCUMENTS ATTACHED WITH THE PURCHASE DEED: With the said Purchase Deed (1) Map (2) 7/12 and Property Card Extract (3) 7/12 and other documents of purchasers being evidence that the purchasers are amongst the Farmers Families, are attached.

12) EXPENSES : For the said Purchase Deed and erstwhile till this Purchase Deed all the expenses for example- Advocate Fees, Stamp Duty, Registration Fee and all other expenses in that connection have been paid by the purchasers.

IN WITNESS whereof the Sellers and Consenters have after being read and understood the meaning of all the contents of said purchase deed with their free will and understanding for having agreed and accepted the same have signed this purchase deed in the presence of following two witnesses at Chiplun on 25/07/2018.

WITNESSES

MR DIPAK RAHIDAS NIMKAR

Purchaser Party No. 1

(Photo Signature Thumb)

- 1) Kishor Sharad Shigwan
R/at Ozarwadi, Tal-Chiplun
Dist- Ratnagiri.

1) Mr. Najir Ahmad Husainmiya Desai

(Photo Signature Thumb)

2) Shaharbanu Khalil Desai

(Photo Signature Thumb)

3) Mr. Akil Husainmiya Desai

(Self For Sr.No.3 Attorney for Sr Nos 1 & 2)

(Photo Signature Thumb)

2) Mr. Sanjay Rajaram Gudhekar

R/at Markandi, Tal-Chiplun

Dist- Ratnagiri.

(4) Suraiya Amanulla Shaikhnag

(Photo Signature Thumb)

5) MR. M.IQBAL HUSAINMIYA DESAI

(Photo Signature Thumb)

6) MR. A.KADIR ADAM DESAI

(Photo Signature Thumb)

7) MRS. ARJUMAND A.SAMAD FARID

(For Self No.6 and POA for No.7)

(Photo Signature Thumb)

8) MR. VINAYAK RAMCHANDRA KHARE

(Photo Signature Thumb)

9) SMT. RAJANI SHRIDHAR KHARE

(Photo Signature Thumb)

10) MRS. PALLAVI PRAVEEN MHATRE

(Photo Signature Thumb)

11) MRS. MRUNAL SHRIKANT LIMAY

(Photo Signature Thumb)

12) MR. SHARMAD SHRIDHAR KHARE

(For Self No.11 and POA for No.12)

(Photo Signature Thumb)

13) MR. DATTATRAY RAMCHANDRA KHARE

(Photo Signature Thumb)

14) MR. MAHENDRA NILKANTH PHADKE

15) MR. NARENDRA NILKANTH PHADKE

16) MRS. SWATI ANIRUDHHA DESHPANDE

17) MRS. SHRADHHA SHRIDHAR VAIDYA

(For Self No.14 and POA for Nos. 15 to 17)

(Photo Signature Thumb)

18) SMT. SUSHAMA SHRIPAD PATWARDHAN

(Photo Signature Thumb)

19) SMT. AHILYA GANAPAT SHIGWAN

(Photo Signature Thumb)

20) SMT. LAXMI SURESH SHIGWAN

(Photo Signature Thumb)

21) MR. AJIT SURESH SHIGWAN

(Photo Signature Thumb)

22) MR. RAMESH GANAPAT SHIGWAN

(Photo Signature Thumb)

23) MR. SHARAD GANAPAT SHIGWAN

(Photo Signature Thumb)

24) MRS. PRATIKSHA BHARAT HELWANDE

(Photo Signature Thumb)

25) MRS. TEJASWI SANJAY GUDHEKAR

(Photo Signature Thumb)

Sellers Party No.2

(1) SMT. ANITA ANANT SHIGWAN

(Photo Signature Thumb)

(2) MR. AVINASH ANANT SHIGWAN

(Photo Signature Thumb)

(3) MRS. MANISHA RAKESH MHADAM

(Photo Signature Thumb)

(4) MRS. RANI ANANT SHIGWAN

(Photo Signature Thumb)

(5) MRS. MANASI DIPAK KAJVE

(Photo Signature Thumb)

Consenters Party No.3

TRUE TRANSLATION OF MARATHI DOC INTO ENGLISH BY
ADVOCATE KAKADE G.B. PIMPRI COURT PUNE.

G. B. Kakade

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१) श्री. सुधिर शरदे बुढाला,
वय सु.५२, वकील व शेती,
रा.खेड, ता.खेड, जि.रत्नागिरी
पॅन नं. ए बी आर पी बी ८१५० जी

लिहून घेणार



२) सी. स्नेहल सुधिर बुढाला,
वय सु.५०, शेती व व्यापार,
रा.खेड, ता.खेड, जि.रत्नागिरी
पॅन नं. ए बी आर पी बी ८१५२ इ

लिहून घेणार

३) सी. विना तमीर रोड,
वय सु.४०, व्यापार व शेती,
रा.खेड, गुजरवाळी, ता.खेड, जि.रत्नागिरी
पॅन नं. ए वाय आर पी एस. ८७८४ एल

लिहून घेणार

४) श्री. इकबाल हुसैन अरकाटे,
वय सु.५५, धंदा - शेती व व्यापार,
रा.मुनिटी प्लाझा, गोवळकोट रोड, चिपळुण
ता.चिपळुण, जि. रत्नागिरी
पॅन नं. ए ए पी एच ए ३०९३ एन

लिहून घेणार

यांसी

श्री. भरत अमृतराव भोसले,
वय सु.६५, धंदा - वकील व शेती,
रा.चिपळुण, ता.चिपळुण, जि. रत्नागिरी
पॅन नं. ए ई ई पी बी ४११६ एन
तर्फे मुखत्यार श्री. इकबाल हुसैन अरकाटे,
वय सु.५५, धंदा - शेती व व्यापार,
रा.मुनिटी प्लाझा, गोवळकोट रोड, चिपळुण
ता.चिपळुण, जि. रत्नागिरी

लिहून घेणार

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दस्ता क्र. ५२०४	/२०१८
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मी लिहून देणार कारणे खरेदीकृत लिहून देतो व ठेवतो एसाजे --

खरेदीकृत मिळकतीचा सपशिल --

रेव्हिन्यु रेकॉर्डप्रमाणे/सातवाराप्रमाणे वर्णन :-

जिल्हा व तुकडी रत्नागिरी, पोटतुकडी व तालुके चिपळुण मधील, भीजे चिपळुण या गावातील, चिपळुण शहरातील व चाटणकर नर्सिंग होम या दमारतीचे सनोर असलेली एस टी स्टॅंड चिपळुण या रस्त्याला लागून असलेली खालील मिळकत :-

गट क्रमांक व उपविभाग	क्षेत्र हे.आर.पॉ.	आकार रू.पै.
१४६अ/१/१	०-२९-४०	५.४५
	+ ०-०७-१०	
	०-३६-५०	यापैकी ०-०२-८२ हे.आर.

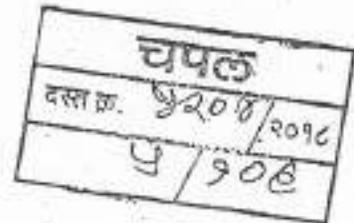
यासी किटी सर्व्हे प्रमाणे वर्णन --

सिटी सर्व्हे नंबर	क्षेत्र चौ.मी.	यापैकी रकम चौ.मी
६३९७	६०००.००	यापैकी २८२.०० चौ.मी

जे एकूण जमीन मिळकतीचे उत्तर दिशेकडील पश्चिम दिशेच्या रस्त्याला लागून आहे अशी खुली व मोकळी जमीन मिळकत व त्या मिळकतीबाबत असलेले सर्व मालकीचे हक्क व बहिवाटीचे हक्कासह व तांबभुवकासहीत, इजमेंटचे हक्कासहीत, सदर जमीन मिळकतीत येणे - गाणेसाठी असलेल्या बहिवाटीचे असलेल्या हक्कासह, तसेच इजमेंटच्या हक्कासह आली मिळकत या खरेदीखताचा विषय आहे.

खरेदीकृत मिळकतीस चतुःसिमा --

पुर्वेस	—	सि.स.नं.६३९५ ची मिळकत
पश्चिमेस	—	चिपळुण नगर परिषद सडक
उत्तरेस	—	सि.स.नं.६३९४अ व ६३९४ब ची मिळकत
दक्षिणेस	—	सि.स.नं.६३९७ म्हणजेच खरेदी देत असलेल्या मिळकतीपैकी शिल्लक राहिलेले क्षेत्र



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येणेप्रमाणे खरेदी देणेचे ठरलेल्या क्षेत्रास चतु:सिमा आहेत.

सदर खरेदीसत मिळकतीचे एकूण क्षेत्र २८२.०० चौ.मी. हे या करारास जोडलेल्या नकाशात तिरक्या रेषेने रेखांकित केलेले आहे.

मुळात सदर जमीन मिळकत ही मुळ सर्व्हे व हिस्सा नंबर १४६अ/१ यापैकी आहे. सदर जमीन मिळकत ही मुळात कै.सरोजनी अमृतराव भोसले हिचे मालकीची व वहिवाटीची होती. ती कै.सरोजनी अमृतराव भोसले यांनी सन १९९८ मध्ये खरेदीखताने विकत घेतली होती. सदर खरेदीखताचा अंमल सातबारा सदरी दिलेने फेरफार नोंद नं.१६४१४ ही ता.१०/१२/१९९८ रोजी मंडळ अधिकारी, चिपळुण यांनी मंजूर केलेने कै.सरोजनी अमृतराव भोसले यांचे नाव मालक व वहिवाटदार म्हणून दाखल करणेत आले होते.

तदनंतर कै.सरोजनी अमृतराव भोसले यांचे ता.०७/०९/२००२ रोजी निघन झाले. सदर कै.सरोजनी अमृतराव भोसले यांनी तिचे हयातीत ता.०१/६/१९९८ रोजी मृत्युपत्र केले होते. सदर मृत्युपत्र हे दुय्यम निबंधक कार्यालय, चिपळुण यांचेकडे परत अनु.९६५/१९९८ येथे नोंदविलेले आहे. सदर कै.सरोजनी अमृतराव भोसले यांचे निघनानंतर सदर मृत्युपत्राचा अंमल अंमल सातबारा सदरी दिलेने फेरफार नोंद नं.१७६८४ ही ता.०७/०१/२००३ रोजी मंडळ अधिकारी, चिपळुण यांनी मंजूर केलेने लिहून देणार यांचे नाव मालक व वहिवाटदार म्हणून दाखल करणेत आले. सदर फेरफार नोंदीस आजपर्यंत कोणीही हरकत दिलेली नाही या त्या नोंदीचे आदेशा विरुद्ध अपिल केलेले नाही.

तदनंतर मुळ सर्व्हे व हिस्सा नंबर १४६अ/१ यापैकी २७ गुठे क्षेत्र हे पासून मेमन वेगेर यांना लिहून देणार यांनी खरेदी दिलेने फेरफार नोंद नं.२९२०१ ही पोस्ट विभाग करणेबाबत मंजूर करणेत आलेने लिहून देणार यांचे नावे सर्व्हे व हिस्सा नंबर १४६अ/१/१, क्षेत्र ०-३६-५ हे.आर असा रेव्हेंयु रेकॉर्ड दाखल करणेत आला. तर श्री.पासीन मेमन वेगेर यांचे नावे सर्व्हे व हिस्सा नंबर १४६अ/१/२, क्षेत्र ०-२७-०० हे.आर असा रेव्हेंयु रेकॉर्ड दाखल करणेत आला.

अशा प्रकारे सदर मिळकत ही लिहून देणार यांना वर नमुद केलेप्रमाणे मृत्युपत्राने प्राप्त झालेली आहे. त्यामुळे ती लिहून देणार यांचे एकट्याचे मालकी व वहिवाटीची आहे व तशी हमी व खात्री लिहून देणार यांनी लिहून देणार यांना दिलेली आहे.

लिहून देणार यांनी वरील नमुद जमीन मिळकत व त्याबाबत त्यांना असलेले त्यांचे सर्व मालकी हक्क, बांधकाम हक्क व इतर संबंधीकार मोबदला स्वीकारून घेउन विकणेचे ठरविले, ती मिळकत लिहून देणार यांनी खरेदी घेणेची ठरविली त्यासंदर्भात

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जमयताचे दरम्यान कोलणी होऊन व्यवहार ठरला व तसा रजिस्टर साठेकरार तारीख ०७/०९/२०१८ रोजी मा.दुय्यम निबंधक चिपळूण यांचेकडे दस्त क्र. ३०८९/२०१८ ला नोंदविलेला आहे. सदर साठेकरारावेळी लिहून घेणार यांनी रक्कम रु.२,४०,०००/- मात्र मुद्रांक व रु.३००००/- मात्र नोंदणी फी भरलेली आहे.

वरील नमुद साठेकरारानुसार खरेदीखत मिळकत ही लिहून घेणार व लिहून घेणार यांचे दरम्यान एकूण रक्कम रु.४०,००,०००/- रु.चाळीस लाख मात्र मोबदला देणेचे ठरले ती रक्कम लिहून घेणार यांनी लिहून घेणार यांना साठेकरारात नमुद प्रमाणे घनादेशाव्यारे दिलेली होती.

सबब वरील प्रमाणे खरेदीखत मिळकतीचा संपुर्ण मोबदला घनादेशाव्यारे स्वीकारून लिहून घेणार यांनी लिहून घेणार यांना वरील नमुद प्रमाणे साठेकरार लिहून दिले होते तसेच मोबदला म्हणून दिलेले घनादेश बटल्यावर लिहून घेणार यांनी स्वतःचे नावे अंतीम खरेदीखत करणे करीता लिहून घेणार यांनी साठेकराराचे अनुषंगाने मुसलपारपर देखील लिहून घेणार यांना दिले होते ते मा.दुय्यम निबंधक चिपळूण यांचेकडे तारीख ०७/०९/२०१८ रोजी दस्त क्र.३७९०/२०१८ ला नोंदविलेले आहे.

सबब साठेकरारात नमुद प्रमाणे लिहून घेणार यांनी लिहून घेणार यांना दिलेले घनादेश बटलेले आहेत व त्याव्यारे खरेदीखत मिळकतीचा संपुर्ण मोबदला लिहून घेणार यांचेकडून लिहून घेणार यांना पोहच झालेला आहे, त्यामुळे लिहून घेणार हे लिहून घेणार यांनी दिलेले अधिकारात सदरचे खरेदीखत लिहून ठेवत आहेत.

लिहून घेणार हे सदर खरेदीखत मिळकतीचे मालक व वहीवाटदार झालेले आहेत, आता लिहून घेणार यांचा सदर मिळकतीची काहीही संबंध राहिलेला नाही. खरेदीखत मिळकतीचा प्रत्येक ताबा लिहून घेणार यांनी लिहून घेणार यांना साठेकराराचे वेळी दिलेला होता तो अद्या कायम झालेला आहे.

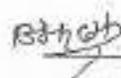
या खरेदीखताना सर्व सर्व्ह तसा स्टॅम्प ड्युटी, नोंदणी फी, जेरॉक्स, टायपिंग व.व. हा लिहून घेणार यांनी केलेला आहे.

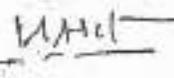
लिहून घेणार हे या लेखाने अशी इमी व सात्री देतात कि, सदर खरेदीखत मिळकत ही लिहून घेणार यांनी अन्य कोणत्याही इतमास खरेदी देणेचा तोंडी अथवा लेखी करार यापूर्वी कधीही व कोठेही केलेला नव्हता व नाही.

या खरेदीखताना सदर मिळकतीबाबत कोणतेही सरकारी दस्त, कर, व. हे लिहून घेणार यांनी भरलेले आहेत.











चपल
दस्त क्र. १२०४/२०१८
६/१०९

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सदरचे खरेदीसत हे लिहून देणार यांचे वाली वारस, कायदेशीर हक्कदार, असाईनी, ट्रस्टी यांचेवर बंधनकारक राहिल.

लिहून देणार हे या लेखाने अशी हमी व खात्री देतात कि, सदर जमीन मिळकत ही कोणत्याही प्रकारे, कसलेही वादाची, दाव्याची, संट्याची, तक्रारीची, बळीसाची, गहाणाची, कराराची विषय नव्हती व नाही, तसेच लिहून देणार हे या लेखाने अशी हमी व खात्री देतात कि, सदर जमीन मिळकत ही पूर्णपणे निर्बंध व बोजा विरहित अशी आहे.

सदर मिळकतीवर लिहून देणार यांनी कोणतेही कर्जाचा बोजा निर्माण केलेला नाही. सदर मिळकतीवर कोणताही, कसलाही कर्जाचा बोजा आढळून आल्यास तो पूर्णपणे फेडणेची जबाबदारी ही लिहून देणार यांची राहिल.

लिहून देणार हे या लेखाने अशी हमी व खात्री देतात कि, सदर जमीन मिळकतीबाबत भविष्यात कोणताही वाद, संझार, संटा निर्माण आल्यास त्याचे निवारण लिहून देणार यांनी स्वसर्चाने करून देणेचे आहे.

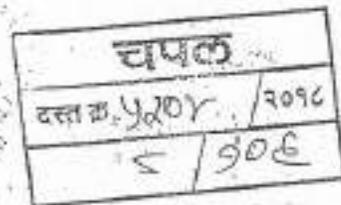
सदरचे खरेदीसतानंतर यदाकदाचीत कोणत्याही तिन्हाईत पसाने खरेदीसत मिळकती मधिल लिहून देणार यांचे कब्जा, बळीवाटीस हरकत, अडथळा केल्यास किंवा आपला हक्क, हितसंबंध सांगितल्यास त्याच्या हरकतीचे निवारण लिहून देणार यांनी स्वसर्चाने करून देणेचे आहे.

लिहून देणार हे या लेखाने अशी हमी व खात्री देतात कि, सदर मिळकत यापूर्वी कोणतेही सरकारी सात्याने कोणत्याही कामासाठी अॅक्वायर अगर रिक्वीझिट केलेली नाही अगर यापूर्वी तशी नोटीस लिहून देणार यांना आलेली नाही.

सदर मिळकतीबाबत असलेले सर्व हक्क व अधिकार हे लिहून देणार यांनी लिहून देणार यांना दिलेले आहेत. सदर खरेदीसत मिळकती संवर्धित या खरेदीसतानंतर भविष्यात कोणताही लेख, चुक दुरुस्ती लेख, पुरवणी करार करणे आवश्यक ठरलेस, तो लिहून देणार यांनी विना भांबवता लिहून देणेचे आहे असे ठरले आहे, त्याबाबत लिहून देणार यांची तक्रार नाही.

सदर खरेदीसत जमीन मिळकत या लेखा नंतर लिहून देणार यांनी सरकार वरबारी, कागदपत्री, साक्षार सदरी, रेकॉर्डला स्वतःचे नावे करून घेण्याची आहे त्यास लिहून देणार यांची संमती आहे आवश्यक भासल्यास लिहून देणार हे स्वतंत्र संमती देतील.

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तसेच लिहून देणार यांनी त्यांचे मालकीचे क्षेत्र/खरेदीखत मिळकत ही स्वतंत्र विभाजन करून देणेचे ठरविल्यास त्यात देखील लिहून देणार यांची संमती आहे, या व्यतिरीक्त लिहून देणार यांचे स्वतंत्र संमतीची आवश्यकता नाही.

यावेळाने खरेदी दिलेले क्षेत्र नेमके कोणत्या दिशेकडील आहे याचे समजुती करीता नकाशा या वेळाले जोडलेला आहे, मात्र लिहून देणार यांनी त्यांचे मालकीचे क्षेत्र प्रत्यक्ष मोजणीनंतर विनेशती वा विभाजनास परवानगी मिळविल्यास जो नकाशा शासकीय कार्यालय व अधिकारी हे मंजूर करतील तो ग्राह्य घरणेचा आहे.

सदर खरेदीखत मिळकती संदर्भात तारीख ०७/०९/२०१८ रोजी मा.दुय्यम निर्बंधक चिपळूण यांचे कार्यालयात दस्त नं. ३७८९/२०१८ ला नोंदविलेल्या साठेकरारातील इतर अटी व शर्ती या उभयतांवर बंधनकारकर राहणार आहे.

येणेप्रमाणे खरेदीखत राजीसुणीने स्वसुणीने लिहून देणार लिहून देत आहेत.तारीख, मजदूर, सही, कसुद, सुदव.

ता.२७/१२/२०१८

साज.

१)

R. Phule

प्रियांका कसत तसेच
पात्र, चिपळूण

सही.

लिहून देणार



Phule

श्री.शरदा अमृतराम भोसले तर्फे
मुखत्यार श्री.इकबाल हुसैन अरकाटे

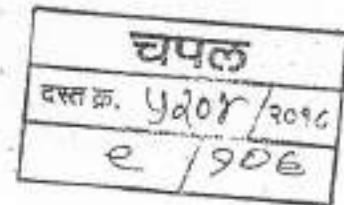
लिहून देणार



Sharda

१) श्री.सुधिर शरद बुटाला

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साक्ष

लिहून घेणार

२. जयेश शंभरकर
(अमित अशोक गायकर)
कापसाव - निपडुग
जि. रत्नाकिरी



[Handwritten signature]

२) सी.स्नेहल सुधिर बुटाला



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३) सी.विना समीर शेट



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४) श्री.इकबाल हुसैन अरकाटे



चपल	
दस्ता. ५२०४	२०१८
१०	१०६

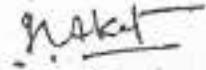
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!! घोषणापत्र !!

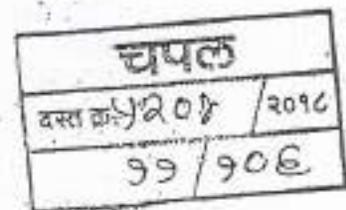
मी श्री.इकबाल हुसैन अरफाटे यांच्या असे घोषित करतो कि, पुढ्यम निबंधक चिपळूण यांचे कार्यालयात खरेदीखत या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. मला श्री.भरत जमुतराव भोसले यांनी तारीख ०७/०९/२०१८ रोजी मला या पुढ्यम निबंधक कार्यालय चिपळूण यांचे कार्यालयात क्र.३७९०/२०१८ ला नोंदविलेले दस्तान्वये मुखत्यारपत्र दिलेले आहे. सदर कुलमुखत्यार पत्राच्या आधारे मी सादर दस्त नोंदणीस सादर भेला आहे. व निष्पादीत करून कसुती जबाब देत आहे. सादर कुलमुखत्यारपत्र लिहून देणार यांनी रद्द केलेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्द वातल ठरलेले नाही. सादरचे कुलमुखत्यारपत्र पुर्णपणे वैध असून उपरोक्त कृती करण्यास मी पुर्णतः सक्षम आहे. सादरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये प्रिक्वेस मी पात्र राहिले नाही मला जाणीव आहे.

तारीख २७/१२/२०१८

सही



श्री.इकबाल हुसैन अरफाटे



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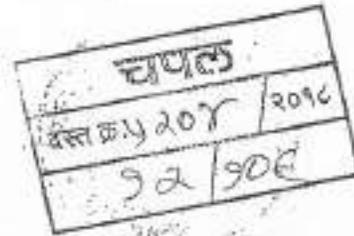
!! घोषणापत्र !!

मी श्री. प्रशांत रामचंद्र थोरे यांचे माध्यमे असे घोषित करतो कि, दुय्यम निबंधक चिपळूण यांचे कार्यालयात खरेदीखत या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. मला श्री.सुधिर शरद बुटाला यांनी तारीख ०१/०२/२०१७ रोजी मा.दुय्यम निबंधक कार्यालय खेड यांचे कार्यालयात क्र.२८२/२०१७, २. सी.स्नेहल सुधिर बुटाला यांनी तारीख २२/०४/२०१३ रोजी मा.दुय्यम निबंधक कार्यालय खेड यांचे कार्यालयात क्र.८३३/२०१३ व २.सी.बीना समीर पोठ यांनी तारीख ०६/०९/२०१८ रोजी मा.दुय्यम निबंधक कार्यालय खेड यांचे कार्यालयात क्र.२०५२/२०१८ ला नोंदविलेले दस्तानबये मुलतयारपत्र विलेले आहे. सदर कुलमुलतयार पत्राच्या आधारे मी सदर दस्त नोंदणीस सादर केला आहे. व निष्पादीत करून कबुली जबाब देत आहे. सदर कुलमुलतयारपत्र लिहून देणार यांनी रद्द केलेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुलतयारपत्र रद्द बातल ठरलेले नाही. सदरचे कुलमुलतयारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहिन याची मला जाणीव आहे.

तारीख ०७/१२/२०१८

सही


श्री. प्रशांत रामचंद्र थोरे



PURCHASE DEED
(FINAL PURCHASE DEED
IN RESPECT OF AGREEMENT FOR SALE (SATHE AGREEMENT)
 27TH Day of December 2018
 Stamp Duty for the Deed Rs.500/-
 Consideration Rs. 40,00,000/- Rupees Forty Lacs only
 Government Valuation Rs. 13,35,000/- Rupees
 Thirteen Lacs Thirty Five Thousand Only)
 Landed Property within the limits of Village Chiplun
 Taluka Chiplun District-Ratnagiri

TO

- 1) MR. Sudhir Sharad Butala
 Age-52 Occupation- Advocate /Agriculture
 R/at Khed, Taluka Khed, Dist-Ratnagiri. Written Acceptor
 PAN ABRPB8150G Party of First Part

- 2) Mrs. Snehal Sudhir Butala
 Age-50 Occupation- Agriculture/ Trade
 R/at Khed, Taluka Khed, Dist-Ratnagiri. Written Acceptor
 PAN ABRPB8152J Party of First Part

- 3) Mrs. Bina Samir Sheth
 Age-40 Occupation- Agriculture/ Trade
 R/at Gujarali, Taluka Khed, Dist-Ratnagiri. Written Acceptor
 PAN AYRPS8784L Party of First Part

- 4) Mr. Ikbal Hussain Arkate
 Age-55 Occupation- Agriculture/ Trade
 R/at Unity Plaza, Govalkot Rd Written Acceptor

PAN AAPHA3093N **Party of First Part**

MR. BHARAT AMRUTRAO BHOSALE

Age-65 Occupation- Advocate/Agriculture

R/at Chiplun Tal-Chiplun Dist-Ratnagiri

Written giver

PAN AEEP4116N

Party of Second Part

Through his POA holder Mr. Ikbal

Husain Arkate Age-55 Occupation Agriculture/ Trade

R/at Unity Plaza Govalkot Rd, Chiplun

Tal-Chiplun Dist Ratnagiri

I written giver (Party of Second Part) Purchase Deed giving in writing as under-

PURCHASE DEED PROPERTY DETAILS

DESCRIPTION AS PER REVENUE RECORDS/ AS PER 7/12

All that piece and parcel of District Ratnagiri Sub Part Taluka Chiplun at Village Chiplun, the Property situated in front of PATANKAR NURSING HOME building adjacent to S.T. stand Chiplun Road described as under-

GAT NUMBER SUB DIVISION ASSESSMENT	AREA	
	H. R. P.	Rs. Pse.
146A/1/1	0-29-40	5.45
	+ <u>0-07-10</u>	
	0-36-50	out of 0-02-82 He. Are

DESCRIPTION AS PER CITY SURVEY NUMBER

CITY SURVEY NO	AREA SQ. MTR.	
6397	6000.00	Out of which 282.00 Sq.Mtr

Which is towards North, adjacent to total Land area. Open vacant landed property of which all ownership rights and occupation rights including

consisting rights and easement rights involving going and coming rights with possessing rights and easement rights is the subject matter of this Purchase Deed.

The four boundaries of said property are as under-

FOUR BOUDARIES OF PROPERTY UNDER PURCHASE DEED

East - The Property City Survey No. 6395

West - Road of Chiplun Nagar Parishad

North -Property of CTS Nos 6394A & 6394B

South- Property of CTS No.6397 i.e. balance area of the property under this Purchase Deed

The four boundaries of property decided for sale under this Purchase Deed are as stated above.

The area of Purchase Deed property having area of 282.00 Sq. Mtrs is drawn in diagonal lines in the map attached to this Purchase Deed.

Basically the said land property is out of old Survey No. 146A/1. Originally the said landed property was owned and possessed by Late Smt. Sarojini Amrutrao Bhosale. It was purchased by Smt. Sarojini Amrutrao Bhosale in the year 1998 by Purchase Deed. On the basis of this purchase Deed on 10/12/1998 Circle Officer, Chiplun has sanctioned the Mutation Entry bearing No.16414 and name of Smt. Sarojini Amrutrao Bhosale was entered as Owner and occupant of the said property.

Thereafter Smt. Sarojini Amrutrao Bhosale expired on 07/09/2002. Smt. Sarojini Amrutrao Bhosale had executed her will when she was alive on 01/06/1998. The said will deed has been registered in the office of Sub Registrar Chiplun as document Sr.No.965/1998. After the demise of Smt. Sarojini Amrutrao Bhosale on the basis of will deed executed by Smt. Sarojini Amrutrao Bhosale, circle officer Chiplun have sanctioned the mutation entry No 17684 on 07/01/2003 and name of written giver Mr.Bharat Amrutao Bhosale (Party of Second Part) has been entered as

property owner and occupier. Nobody has taken any objection to the above mutation entry as yet or not made an appeal against the entry order.

Thereafter original Survey and Hissa No 146A/1 part area of 27 Guntha was sold by written giver Mr. Bharat Amrutao Bhosale (Party of Second Part) to YASIN MEMON AND OTHERS of which Mutation entry No 29201 for making Sub Division was sanctioned and thus Survey No. 146A/1/1 area 0-36-5 H. Are has been recorded in the name of written giver Mr. Bharat Amrutao Bhosale (Party of Second Part) in the revenue records. Accordingly an area 0-27-00 H. Are has been recorded in the names of Mr. Yasin Memon and others for Survey No. 146A/1/2

Accordingly said property has been acquired by the written giver Mr. Bharat Amrutao Bhosale (Party of Second Part) on the basis of will deed and therefore the said property is solely owned and possessed by him and such assurance and guarantee has been given by written giver to the written acceptor.

The written giver has decided to sale the said landed property along with his all the ownership rights and construction rights together with other all the rights by accepting consideration, which written acceptor decided to purchase and upon discussions between them transaction settled between them for which Agreement to sale (Sathe Agreement) dated 07/09/1998 has been executed and registered in the office of Sub Registrar Chiplun as Doc Sr No. 3789/2018. While doing so Written acceptor party has paid Stamp Duty Rs. 2,40,000/- and Registration Fees Rs.30,000/-

According to aforesaid Agreement to sale, (Sathe Agreement) the said Purchase Deed property between written giver and written acceptor has been finalised for consideration of Rs. 40,00,000/- (Rupees Forty Lacs Only) which has been paid by the purchasing party to Selling Party by means of bank Demand Draft.

Whereas the consideration sum for the property as per purchase deed was accepted by written giver from the written acceptor through Demand Draft and Agreement to sale (Sathe Agreement) was executed. After passing of

demand draft in view of getting said property recorded in the name of written acceptor through execution of Purchase Deed, power of attorney was executed in favour of the purchaser which stands registered in the office of Sub Registrar Chiplun on 07/09/2018 as Doc Sr No 379082018.

And whereas the Demand Draft given by written acceptor to written giver have been passed and entire consideration sum has been received by the written giver and thereby from the achieved rights this purchase deed is now being executed.

The written acceptor has become a owner and occupant of the said property and written giver is not any way related with the said property. The possession of said property was given by written giver to written acceptor at the time of executing Agreement to sale and the same has now become permanent.

The expenses on Stamp Duty, Registration , Xeroxing, typing etc have been paid by the written acceptor.

The written giver by this deed assure and guarantee to the written acceptor that he has not entered into agreement for sale of the said property with anybody else written or verbal either in the past or at present also.

After execution of this purchase deed any type of Government Deeds, Taxes, etc. are to be paid by the written acceptor.

This purchase deed is binding upon the guardians and heirs, legally authorised persons, Assignees and trustees of the written giver.

The written giver in these presents assure and guarantee that said landed property was not and is not the subject of any type of dispute, suit, quarrel, complaint, Gift, Mortgage, and agreement. The written giver by this deed assure and guarantee that the said property is totally non encumbered and free from any charge upon it.

Written giver has not created any type of loan mortgage upon this property. If any such loan mortgage observed responsibility to clear the loan so availed shall be totally of written giver.

Written giver by this deed assure and guarantee that in future if any dispute ,complaint ,quarrel raised that has to be cleared by the written giver at his own cost and expenses.

After this purchase deed, in case, any third party objected and prohibited for the possession ,occupation of property by the written acceptor or claimed his right and interest in the property that has to be cleared by the written giver at his own expenses.

The written giver by this deed assure and guarantee that the said property has not been hereinbefore acquired or required by the Government Department for any work or no such notice has so far received by the written giver.

All the rights and authorities in the property has been given by the written giver to the written acceptor. After execution of this purchase deed in future if any article, correction article, supplementary agreement needed to be executed that has to be complied by the written giver without any consideration and condition which written giver has agreed and accepted without any complaint.

After execution of purchase deed of said property, written acceptor shall have to get his name duly recorded in the Government office documents, 7/12 revenue records and for doing so if consent of written giver is required that too shall be separately given by the written giver.

In case the written acceptor has decided to make separate division of his area of property purchased by him by this deed, the written giver do have his full consent for the same too. Other than this, there is no need of separate consent by the consent giver.

For understanding the area purchased by this deed is at which direction, for that, map has been attached to this deed. However, if written giver has obtained the NA permission or partition permission for his owned land area then the map which will be prepared and sanctioned by Government officers that shall be relied upon.

In respect of purchase deed property, the terms and conditions of Agreement to sale (Sathe Agreement) dated 07/09/2018 executed and registered in the office of Sub Registrar Chilun vide document Sr. No. 3789/2018, shall be binding on both the parties.

IN WITNESS WHEREOF this purchase deed is being executed by the written giver with his good understanding, will and desire.

Date 27/12/2018

For Bharat Amrutrao Bhosale through
His POA holder MR. IKBAL SUSSAIN ARKATE
(Written Giver)

MR. SUDHIR SHARAD BUTALA
Written Acceptor
Party of First Part

Mrs. Snehal Sudhir Butala
Written Acceptor
Party of First Part

Mrs. Bina Samir Sheth
Written Acceptor
Party of First Part

Mr. Ikbal Hussain Arkate
Written Acceptor
Party of First Part
Party of First Part

In the presence of

WITNESS: 1

PRIYANKA VASANT

Pag Chiplun

WITNESS: 2

ANIL ASHOK GAYKAR

Kapsal Chiplun Dist Ratnagiri

PRIYANKA VASANT

Pag Chiplun

TRUE TRANSLATION OF MARATHI DOC INTO ENGLISH BY
ADVOCATE KAKADE G.B. PIMPRI COURT PUNE.

G. Kakade

DECLARATION

I MR. IKBAL HUSAIN ARKADE hereby declare that , in the office of Sub Registrar Chiplun, document styled as "Purchase Deed" has been submitted for registration. I have been appointed Power of Attorney by Mr. Bharat Amrutrao Bhosale on 07/09/2018 which stands registered in the office of Sub Registrar Chiplun vide doc sr. no. 3790/2018. On the basis of said Power of attorney in my favour I have submitted Purchase Deed for the purpose of registration which is duly executed and now giving this acceptance statement. I say that the said Power of Attorney given to me has not been cancelled or stands cancelled for any other reason and the same is valid and in force as on the date. On the basis of this Power of attorney I am entitled to get the said purchase deed registered. If my this declaration found false or incorrect I know that I shall be held liable and shall be punished as per the provisions of Registration Act 1908 vide section 82 for the offence.

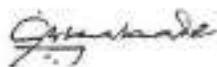
Date 27/12/2018

Sd/-

MR. IKBAL HUSAIN ARKADE

Deponent

TRUE TRANSLATION OF MARATHI DOC INTO ENGLISH BY
ADVOCATE KAKADE G.B. PIMPRI COURT PUNE.



DECLARATION

I MR. PRASHANT RAMCHANDRA THORE hereby declare that , in the office of Sub Registrar Chiplun, document styled as "Purchase Deed" has been submitted for registration. I have been appointed Power of Attorney by **Mr. Sudhir Sharad Butala** on 01/02/2017 which stands registered in the office of Sub Registrar Chiplun vide doc sr. no. 282/2017. I have also been appointed Power of Attorney by **Mrs. Snehal Sudhir Butala** on 22/04/2013 which stands registered in the office of Sub Registrar Khed vide doc sr. no. 833/2013. I have also been appointed Power of Attorney by **Mrs. Bina Samir Seth** on 06/09/2018 which stands registered in the office of Sub Registrar Khed vide doc sr. no. 2752/2018. On the basis of above Power of attorney in my favour I have submitted Purchase Deed for the purpose of registration which is duly executed and now giving this acceptance statement. I say that the said Power of Attorney given to me has not been cancelled or stands cancelled for any other reason and the same is valid and in force as on the date. On the basis of this Power of attorney I am entitled to get the said purchase deed registered. If my this declaration found false or incorrect I know that I shall be held liable and shall be punished as per the provisions of Registration Act 1908 vide section 82 for the offence.

Date 27/12/2018

Sd/-

MR. PRASHANT RAMCHANDRA THORE

Deponent

TRUE TRANSLATION OF MARATHI DOC INTO ENGLISH BY
ADVOCATE KAKADE G.B. PIMPRI COURT PUNE.

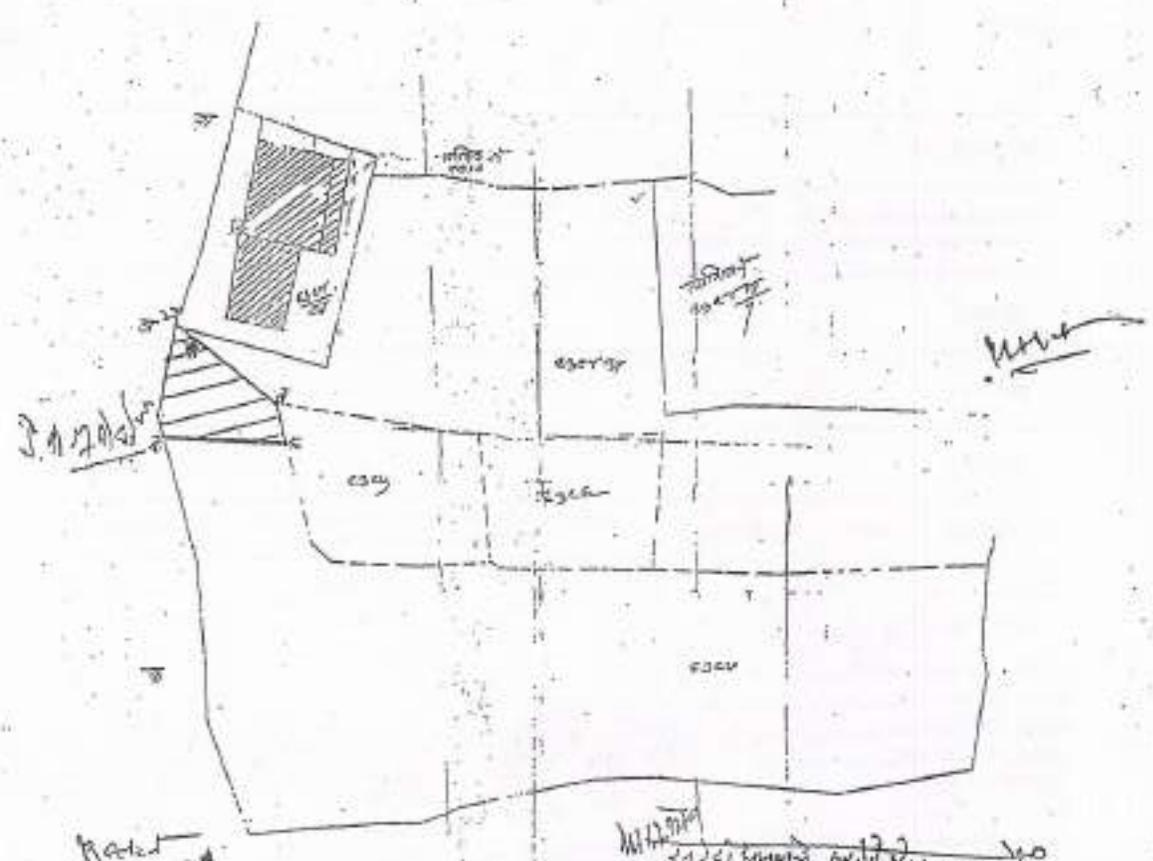
G. B. Kakade

49

Handwritten text at the top of the page, possibly a title or reference number.

Handwritten text in the upper middle section of the page.

REGISTRAR
Handwritten text in a curved stamp on the left side.



Handwritten text and a signature block located below the main site plan.

Handwritten text and a signature block located to the right of the main site plan.



Small handwritten text or a date located below the circular seal.



चपल
वस्तु क्र. ५२०४/२०१८
९३/९०६

50

मालमतेच्या रजिस्टर कार्डातील कारणा पुरता उतास

चिपळूण शहरी - चिपळूण साहूवा चिपळूण वि. त. म. म. म. म.

क्र. नं.	म. नं.	शेखराळ जी. वि.	स. नं.	स. नं.
43/20	97/2001	600010	—	—



पट्ट्यादीचे प्रकार

१९ वर्षे धारण करणाऱ्याचे नांव
ह्या प्रमाणे (कोपरीत तक्रार सादरला तोपर्यंत)

पट्ट्या -

ह्या भाग -

ह्या मते -

दिनांक	व्यवहार	पट्ट्याचे नं.	श्रीमंत धारण करणाऱ्याचे नांव (धा) पट्ट्याचे (प) ह्या मतेचा अन्वयार्थ (ड)	साक्षीनाम
२००१/०१/०१

दस्तावेज
श्रीमंत धारण करणाऱ्याचे नांव
ह्या मतेचा अन्वयार्थ (ड)



वकील
चिपळूण पुरातन व. १ चिपळूण



चपल
दस्ता क्र. ५४०१/२०१०
१४/१०/२०१०

Exh - c

51

APPENDIX A-1

FORM FOR CONSTRUCTION OF BUILDING OR LAYOUT OF BUILDING /GROUP HOUSING

Application for permission for development under Section 44 / 58 of The Maharashtra Regional and Town Planning Act, 1966 read with Section 189 of the Maharashtra Municipal Councils, Nagar Panchayats and Industrial Townships Act, 1965.

From: IQBAL HUSAIN ARKATE, BINA SAMIR SHETH, SUDHIR SHARAD BUTALA AND SNEHAL SUDHIR BUTALA

To,
The Chief Officer,
Chiplun Municipal Council

Sir,

I intend to carry out the under mentioned development in the site/plot of land, on Plot No.- , Town and Revenue S.No. 146A/1/1, City Survey No. 6397, Manje CHIPLUN situated at Road / Street - , Society - in accordance with Section 44 / 58 of the Maharashtra Regional and Town Planning Act, 1966 read with Section 189 of the Maharashtra Municipal Councils, Nagar Panchayats and Industrial Townships Act, 1965.

I forward herewith the following plans and statements (Item 1 to 6) wherever applicable in quadruplicate, signed by me IQBAL HUSAIN ARKATE, BINA SAMIR SHETH, SUDHIR SHARAD BUTALA AND SNEHAL SUDHIR BUTALA and the Architect (License /Certificate No. CBRCM/R/2019/APL/00021) who has prepared the plans, designs and a copy of other statements /documents as applicable.

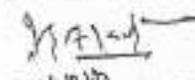
- 1) Key Plan (Location Plan).
- 2) Site Plan (in quadruplicate) of the area proposed to be developed.
- 3) A detailed building plan (in quadruplicate) showing the plan, section and elevations of the proposed development work.
- 4) Particulars of development in Form enclosed (to be submitted for development other than individual buildings).
- 5) An extract of record of rights, property register card (any other document showing ownership of land to be specified) along with consent of co-owners where third party interest is created.
- 6) Attested copy of receipt of payment of scrutiny fees
- 7) Latest property tax receipt
- 8) No Objection Certificate, wherever required.

I request that the proposed development/ construction may be approved and permission accorded to me to execute the work.


Signature of the Licensed
Surveyor/Architect
Dated _____

Signature of the Licensed
KAMBLE ASSOCIATES
PROP. Nagesh M. Kamble
REGD. NO. C-6/524-1774
Architects, Engineers
Gt. Pl. Royal Palera, W. side New Highway,
Chiplun, Dist. P. Ratnagiri. Ph. 251032

Signature of Owner
Name and address of Owner
Dated _____
Address of Owner _____

x 

x 

x 

x 

Exh-D

52



Chiplun Municipal Council

APPENDIX D-1

SANCTION OF BUILDING PERMISSION AND
COMMENCEMENT CERTIFICATEApproval No.: CBRCM/B/2019/APL/00141
Date: 19/06/2019

To,
IQBAL HUSAIN ARKATE, BINA SAMIR SHETH, SUDHIR SHARAD BUTALA AND SNEHAL
SUDHIR BUTALA,
BHOGALE, CHIPLUN
Sir/Madam,

With reference to your application No CBRCM201900047, dated 14-03-2019 for the grant of sanction of Commencement Certificate under Section 44 of The Maharashtra Regional and Town Planning Act, 1966 read with Section 189 of the Maharashtra Municipal Councils, Nagar Panchayats and Industrial Townships Act, 1965 to carry out development work / Building on Plot No -, Revenue Survey No 146A/1/1, City Survey No 6397, masja CHIPLUN, situated at Road / Street -, Society - the Commencement Certificate / Building Permit is granted under Section 45 of the said Act, subject to the following conditions :

- 1) To get into the house, cover the drainage of the municipality; take the permission of the municipality regarding the dashboard width so that the work should be more than 3 feet long.
- 2) The construction carried out by me does conform to the sanctioned plans.
- 3) If the construction is not completed in time, increase the permission limit. Increase the deadline for extension. If the extension is not extended, then the permission has been canceled.
- 4) The Commencement Certificate/ Building permit shall remain valid for a period of one year commencing from the date of its issue.
- 5) under this certificate is carried out or the use there of is in accordance with the sanction plans.
- 6) Use of built land should be done for commerce only with resident / commercial / residential residents as per approved map
- 7) Material should not be given on public street or place without written permission of the municipality. If found, legal action will be taken.
- 8) The Construction should be completed as per commencement certificate
- 9) If there is any further detail about additional construction or sanctioned plan, legal proceedings will be taken in accordance with the provision of Maharashtra Regional and Town Planning Act 1966 and Maharashtra Act 1965.
- 10) If any of the construction is not done without prior permission, the permission will be deemed to have been canceled.
- 11) As per the plan approved by the plant till completion and should be done as per the given conditions
- 12) Due to this construction, in the development plan of the municipality, if any public work is obstructed, the construction will be removed from your expense. There will be no compensation for this.

Signature valid

Digitally signed by KAILASH UJHA
Date: 2019.06.19 08:40:42 IST
Reason:
Location:

Yours faithfully,
Chief Officer,
Chiplun Municipal Council

(Specimen of Stamp of Approval to be marked on building plan)

Office of the Chiplun Municipal Council
Building Permit No - 22808
Date - 19/06/2019
SANCTIONED.

Exh - E

53

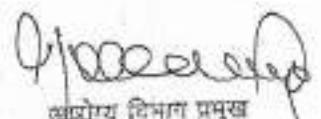
सविनय निवेदन

महोदय, मुख्य असेसिंग यांच्या कार्यालय
पर्यावरण विभागात

XXX

महोदय, मुख्य असेसिंग यांच्या कार्यालय पर्यावरण
विभागात, प्रमुख पाहणी आणि नगर महोदय यांना
कनिष्ठ असेसिंग प्रमुख कार्यालय अक.नी.नि. असेसिंग
कार्यालय असेसिंग यांच्या कार्यालय असेसिंग यांच्या
असेसिंग असेसिंग यांच्या असेसिंग असेसिंग
महोदय कार्यालय पर्यावरण विभाग यांना.

दि. ११/०६/२०१९


आरोग्य विभाग प्रमुख
विपळूण नगर परिषद

EXH E

53

TRANSLATION OF HANDWRITTEN COPY

Humble submission

Regarding application for construction permission Applicant
Surekha Square

.....

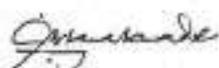
With reference to above in respect of application for construction permission made by Applicant **Surekha Square**, on being inspected the site by personal visit it is observed that, applicant has made a RCC construction on the **Pre Trade Nulla** situated at Bhogale Road at her own cost and expenses and by laying drainage Pipe Line, arrangement for waste water disposal has been properly made. Hence no objection for granting construction permission by the Hon'ble authority.

Date 11/06/2019

Sd/-

HEALTH DEPARTMENT INCHARGE
CHIPLUN NAGAR PARISHAD

TRUE TRANSLATION OF MARATHI DOC INTO ENGLISH BY
ADVOCATE KAKADE G.B. PIMPRI COURT PUNE.



53-A

TYPE COPY OF EXHIBIT E

सविनय सादरं,

अर्जदार सुरेखा स्ववेअर यांच्या बांधकाम परवानगी अर्जाबाबत

अर्जदार सुरेखा स्ववेअर यांच्या बांधकाम परवानगी अर्जाबाबत प्रत्यक्ष पाहणी केले असता अर्जदार याने भोगाळे रोड वरील पूर्वापार नाल्यावर आर.सी.सी बांधकाम करून सदरचा नाला बांधकाम करून सदर नाल्यामध्ये स्वखर्चाने ड्रेनेजचे पाणी व सांडपाणी सोडण्याच्या अटीवर बांधकाम परवानगी देणेस हरकत नाही.

दि.११/०६/२०१९.

सही/-

आरोग्य विभाग प्रमुख

चिपळूण नगर परिषद

53A

EXH E

TRANSLATION OF TYPE COPY

Humble submission

Regarding application for construction permission Applicant
Surekha Square

.....

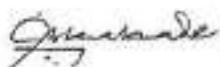
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Date 11/06/2019

Sd/-

HEALTH DEPARTMENT INCHARGE
 CHIPLUN NAGAR PARISHAD

TRUE TRANSLATION OF MARATHI DOC INTO ENGLISH BY
 ADVOCATE KAKADE G.B. PIMPRI COURT PUNE.



Ex-4-F

59

(4)



चिपळूण नगर परिषद चिपळूण



Email ID- cmcchiplun2018@gmail.com

जावक क्रमांक.बांधकाम विभाग/237C/2019-20 दिनांक:31/12/2019

प्रति,

श्री. दिपक रोहीदास निमकर,
रा. मुरादपूर, चिपळूण.

विषय :- चिंचनाका ते भोगाळे जोडणारा एसटी स्टॅण्ड रस्त्याबाबत.

संदर्भ :- आपले दिनांक १६/१२/२०१९ रोजीचे पत्र.

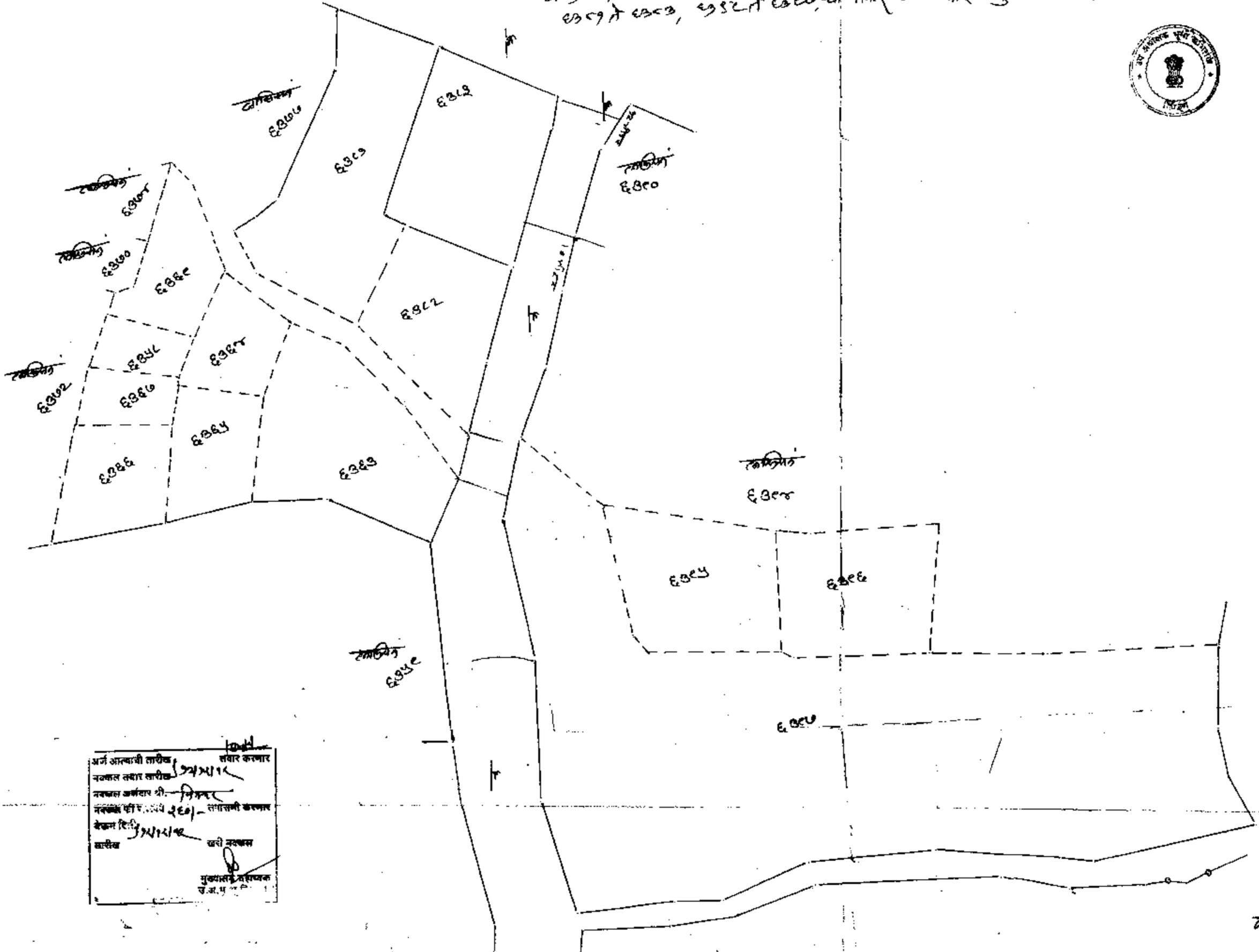
उपरोक्त संदर्भिय विषयान्वये चिपळूण नगर परिषदेच्या प्रारूप शहर विकास आराखडयामध्ये पडताळणी केली असता चिंचनाका ते भोगाळे एसटी स्टॅण्ड रस्ता हा नियोजित १५ मीटर रुंदीचा असल्याचे दिसून येत आहे.

तसेच सदर रस्त्यालगत अस्तित्वात असलेला नाला हा प्रभात रोड पासून येत असून तो चिंचनाका ते भोगाळे या रस्त्याच्या खालून जाऊन पुढे शिवनदीला मिळत असल्याचे प्रारूप विकास आराखडयामध्ये प्रथम दर्शनी दिसून येत आहे. तरी सदर नाल्याची रुंदी ही काही ठिकाणी कमी जास्त होत असल्यामुळे सदर नाल्याची निश्चित सलग रुंदी सांगता येणार नाही.

वे.वि.वि.वि.
मुख्याधिकारी

चिपळूण नगर परिषद

सर्व भूमापन विवरण कृषि मूक प्रति क्रमांक ६० वक्तु लि.स.नं. ए३६३ ते ए३६५, ए३६८, ए३६९, ए३६९
ए३६९ ते ए३६९, ए३६९ ते ए३६९, की तमाम क्षेत्रों का कारण पुराने नक्शे.



अर्ज आतंकी लॉक
 नवकाल तदार लॉक
 नवकाल अर्जदार श्री. मिश्र
 नवकाल ए३६९-२६९-समाप्त करण
 केकन रि. मिश्र
 लॉक ए३६९
 सवार करण
 मुक्यास, महाराष्ट्र
 ए.अ.प. १९६९

सर्व

CHIPLUN NAGAR PARISHAD CHIPLUN

Email: cmcchiplun2014@gmail.com

Outward No. Construction Div/2319/2019-20 Dated 31/12/2019

TO

MR. DIPAK ROHIDAS NIMKAR

R/ At Muradpur Chiplun.

Subject : In respect of Road from CHINCHNAKA TO S T STAND
CHIPLUN

Reference : Your letter dated 16/12/2019

With referene to above, upon verification of Chiplun Nagar Parishad city development plan it is observed that the proposed road from CHINCHNAKA TO S T STAND CHIPLUN is planned of 15 meters width.

It is further prima facie observed from the verification of Chiplun Nagar Parishad city development plan that, adjacent to CHINCHNAKA TO S T STAND CHIPLUN road there is An existing NULLA which comes from Prabhat Road and flows via CHINCHNAKA TO BHOALE road through under the road and further joins Shiv river. It is further clarified that the width of NULLA is not certain. It is more wide at some places and less at some places. Therefore certain running width of said NULLA cannot be ascertained and specified.

Sd/-

CHIEF OFFICER

CHIPLUN NAGAR PARISHAD

TRUE TRANSLATION OF MARATHI DOC INTO ENGLISH BY
ADVOCATE KAKADE G.B. PIMPRI COURT PUNE.

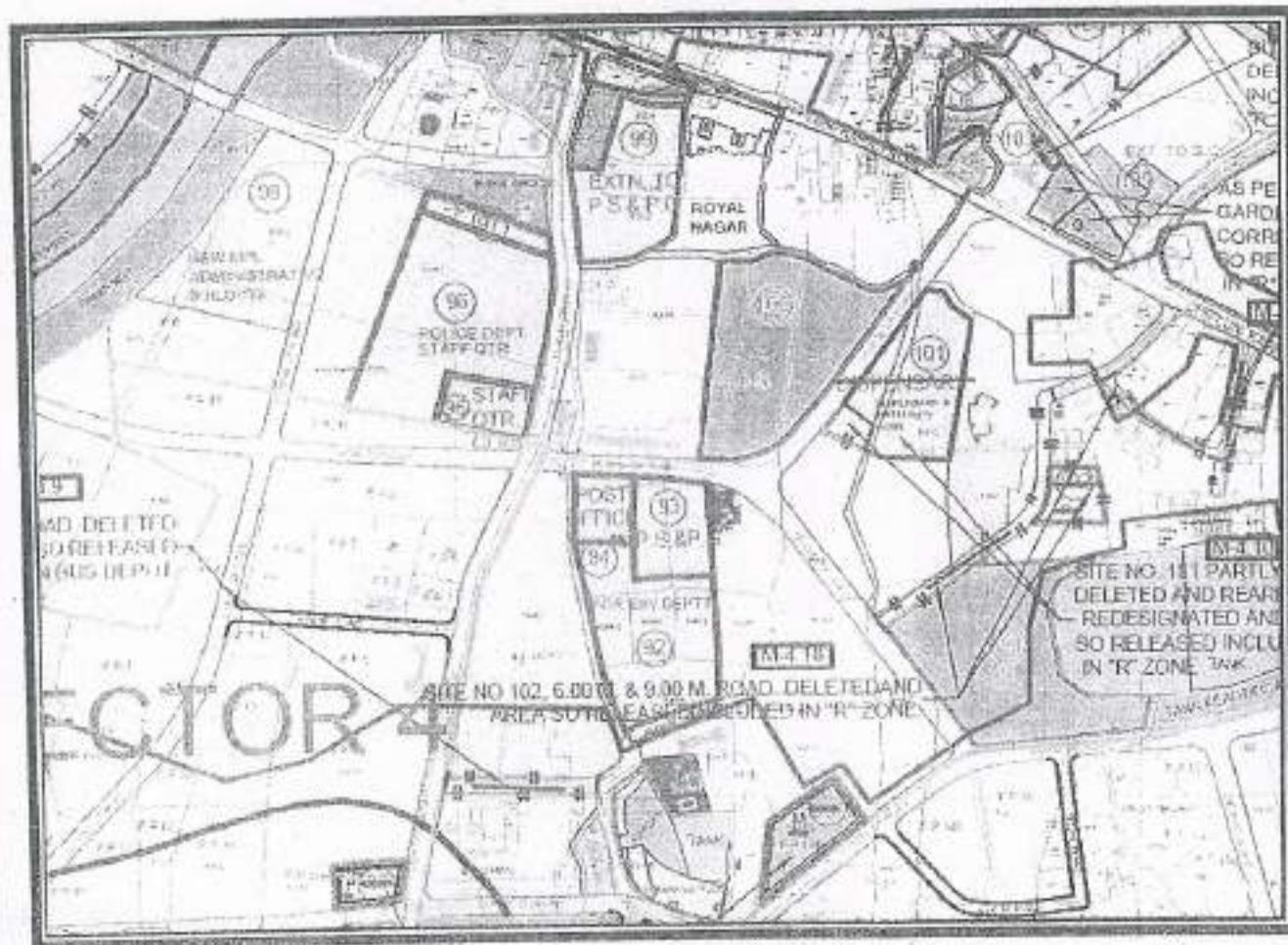
G. B. Kakade

DRAFT DEVELOPMENT PLAN OF CHIPLUN .

(SECOND REVISION)

PLAN PUBLISHED UNDER SECTION-28 (4) OF THE M.R. & T.P. ACT, 1966

Publish date:- 16/02/2017



LEGENDS

-  R ZONE
-  GREEN ZONE
-  DP ROAD
-  APPLICANT REFER AREA
-  P.S. & P.G. PRIMARY SCHOOL & PLAY GROUND



(Signature)
 रबनी सहायक
 चिपळूण नगर करिषद

Exh-M

57

Page 1 of 1

सदर ७/१२ अद्यावत नसल्यास अद्यावत ७/१२ पत्रा हा पर्याय वापरावा

अहवाल दिनांक : 17/12/2019

गाव नमुना सारि
अधिकार अभिलेख पत्रक
[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवट्या (तयार करणे व सुविधातीत ठेवणे) नियम, १९७१ यातील नियम ३९,६ आणि ७]
गाव :- चिपळूण तालुका :- चिपळूण जिल्हा :- रत्‍नागिरी शेवटचा फेरदार क्रमांक :- व दिनांक :-
भूमापन क्रमांक व उपविभाग : 14637/12

भूमापन क्रमांक व उपविभाग 14637/12	भूधारणा पत्रवती श्रीमदटोडारार्य नाथ	श्रीमदटोडारार्य नाथ
शेताचे स्थानिक नांव :-	शेप आकार चौ.ख. क.का	घाते क्रमांक
शेप एकक जिवापत बागायत तरी वस्करत झरा एकूण क्षेत्र पोट-करण (ताजवडीस अर्वाय) बग (अ) बग (ब) एकूण पा रू आकारणी जमी किंवा विशेष आकारणी	८.३१२ चौ.मी ०.०१.३० - - - - ०.०१.३० - - ०.००.०० ०.३५ -	चिपळूण नगर परिषद ०.०१.५० ०.२५ (११४३५) ३७९ मुळाचे मात इतर अधिकार
जमी फेरदार क्र. (११४३५)		नौजा आणि भूमापन विन्दी :-

गाव नमुना सारि
पिकांची नोंदवटी
[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवट्या (तयार करणे व सुविधातीत ठेवणे) नियम, १९७१ यातील नियम २९]
गाव :- चिपळूण तालुका :- चिपळूण जिल्हा :- रत्‍नागिरी शेवटचा फेरदार क्रमांक :- व दिनांक :-
भूमापन क्रमांक व उपविभाग : 14637/12

वर्ष	इमान	पिकावधीत क्षेत्राचा तपशील									सामवडीसाठी उपनस्य असलेली जमीन	जल सिंधनाचे साधन	शेप	
		जिल्हा पिकावधीत क्षेत्र						निर्मल पिकावधीत क्षेत्र						
		पिकावधी नाथ	जल सिंधित	अजल सिंधित	घटक पिके व प्रत्येकावधीत क्षेत्र	पिकावधी जल	जल सिंधित	अजल सिंधित	स्वरूप	क्षेत्र				
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)	(९)	(१०)	(११)	(१२)	(१३)	(१४)	(१५)
		८.३१२ चौ.मी	८.३१२ चौ.मी		८.३१२ चौ.मी	८.३१२ चौ.मी		८.३१२ चौ.मी	८.३१२ चौ.मी				८.३१२ चौ.मी	
2019-20	करीप										च	०.०१.५०		

"या प्रमाणित प्रतीवटीची म्हापण १५/- रुपये मिळजे."
दिनांक :- 17/12/2019
कार्यक्रमांक :- 27320004432040000012201911157

(नाथ) अमित तेलारी मुखेली
तलाठी सजा चिपळूण जि :- रत्‍नागिरी
ता.चिपळूण जि.रत्‍नागिरी

Ex-I

फेरकारची चौकलती (फेरकार पत्रक)

19

च. भा. R.V. 3

महाराष्ट्र नवीन महसूल अधिकार अधिनियम आणि नोंदवहा (तयार करणे व सुविधांकित ठेवणे) नियम 1939 यातील नियम 10]

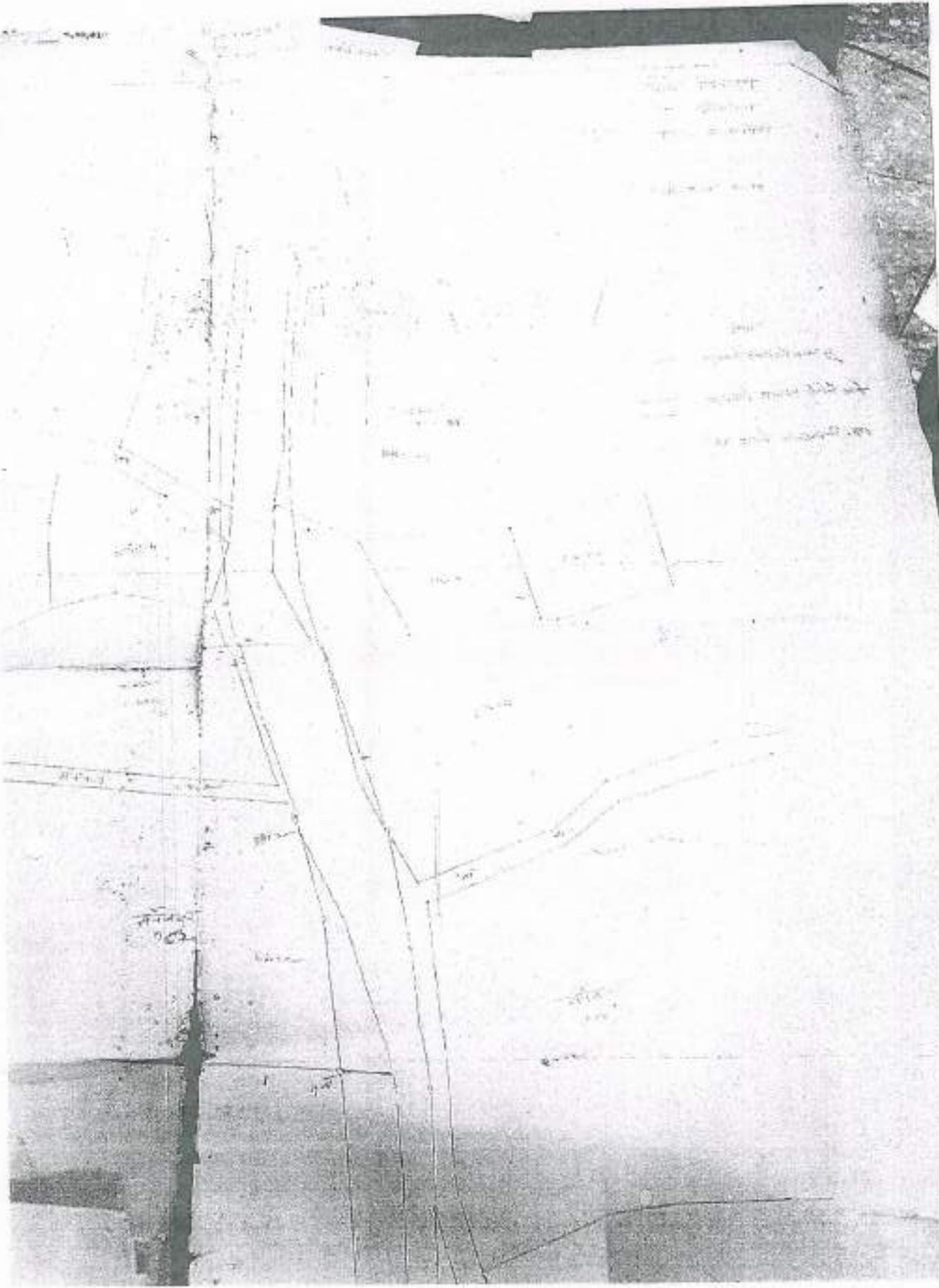
गाव तालुका जिल्हा

संघारन क्रमांक	संघारन फेरकाराचा क्रमांक/विवरण	वसुलात घालणे घटायत व उपलगात क्रमांक	शासकीय अधिकार्याची ताब्यातची विभा वगैरे
138	देरगावचा/देरगाव	953 अ(1)	<p>विशेष-अ संघारण</p> <p>अधिकारी कलमिती</p> <p>महाराष्ट्र शासनाचे</p> <p>मुख्य सचिव</p> <p>मुंबई</p>
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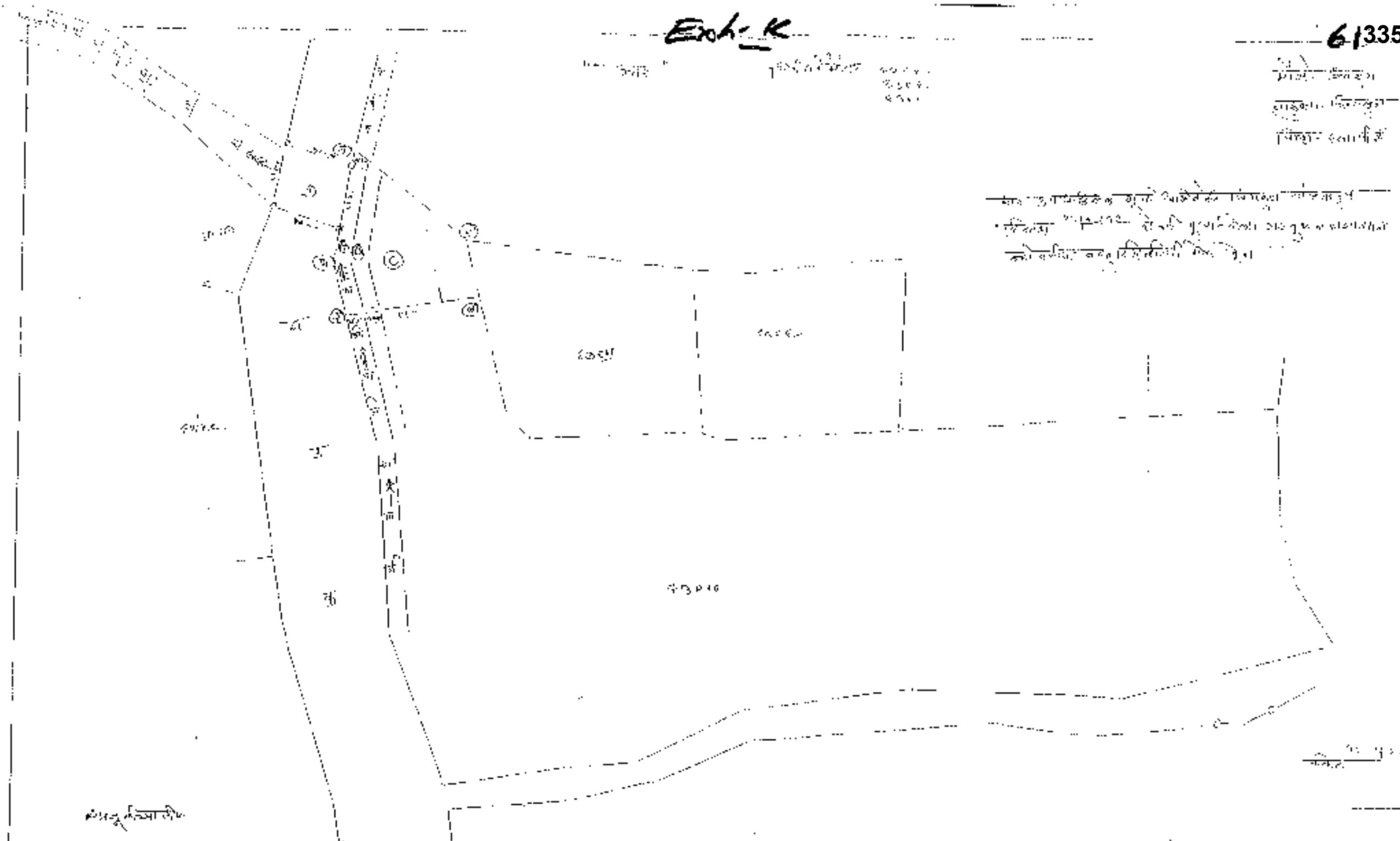
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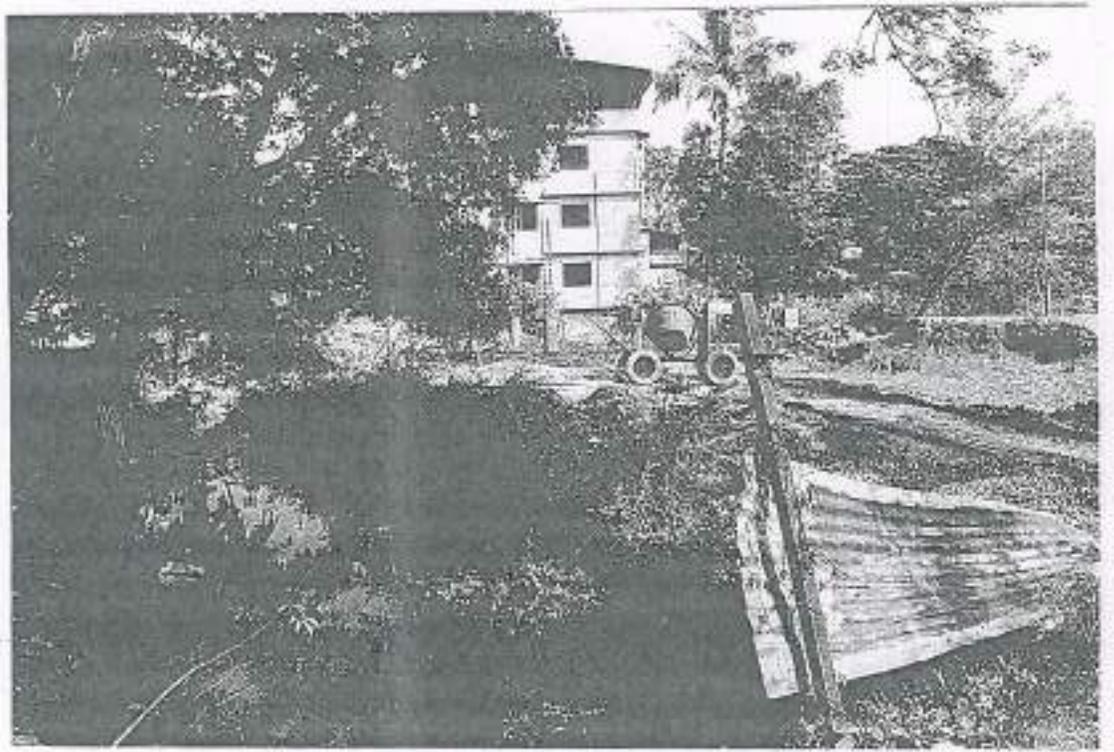
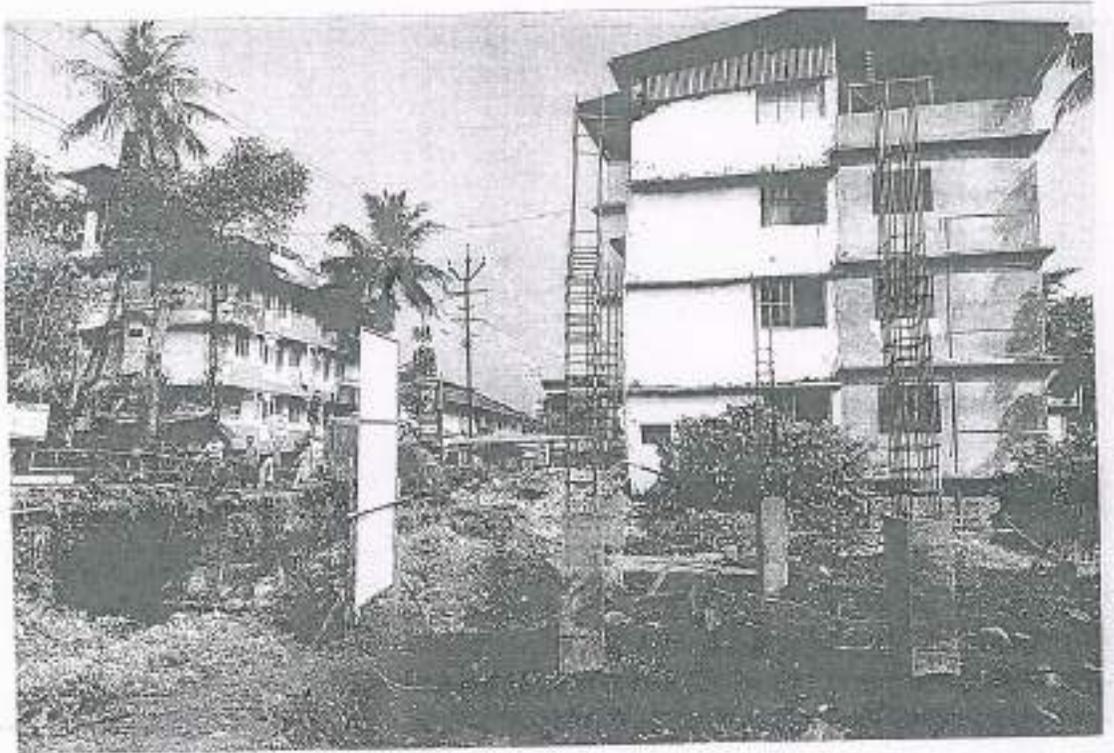


1. यह नक्शा जमीन के मालिकों द्वारा तैयार किया गया है।
 2. इस नक्शा में दिखाए गए क्षेत्रों का क्षेत्रफल 100 वर्ग फीट है।
 3. इस नक्शा में दिखाए गए क्षेत्रों का क्षेत्रफल 50 वर्ग फीट है।
 4. इस नक्शा में दिखाए गए क्षेत्रों का क्षेत्रफल 200 वर्ग फीट है।

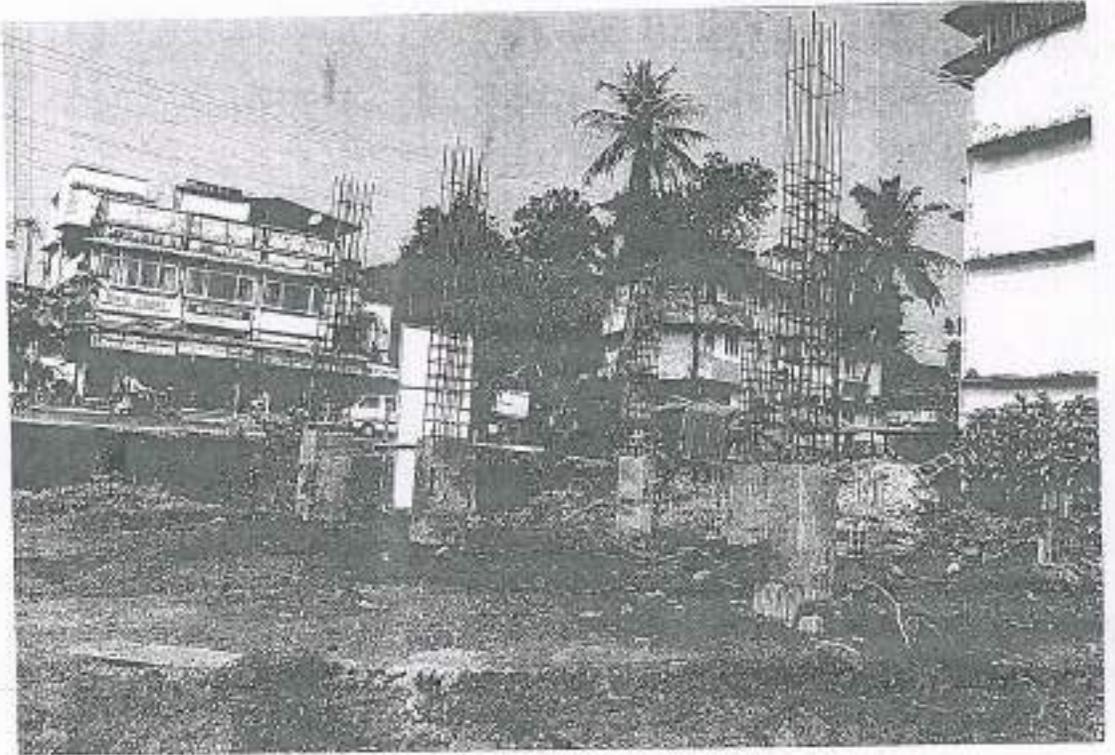
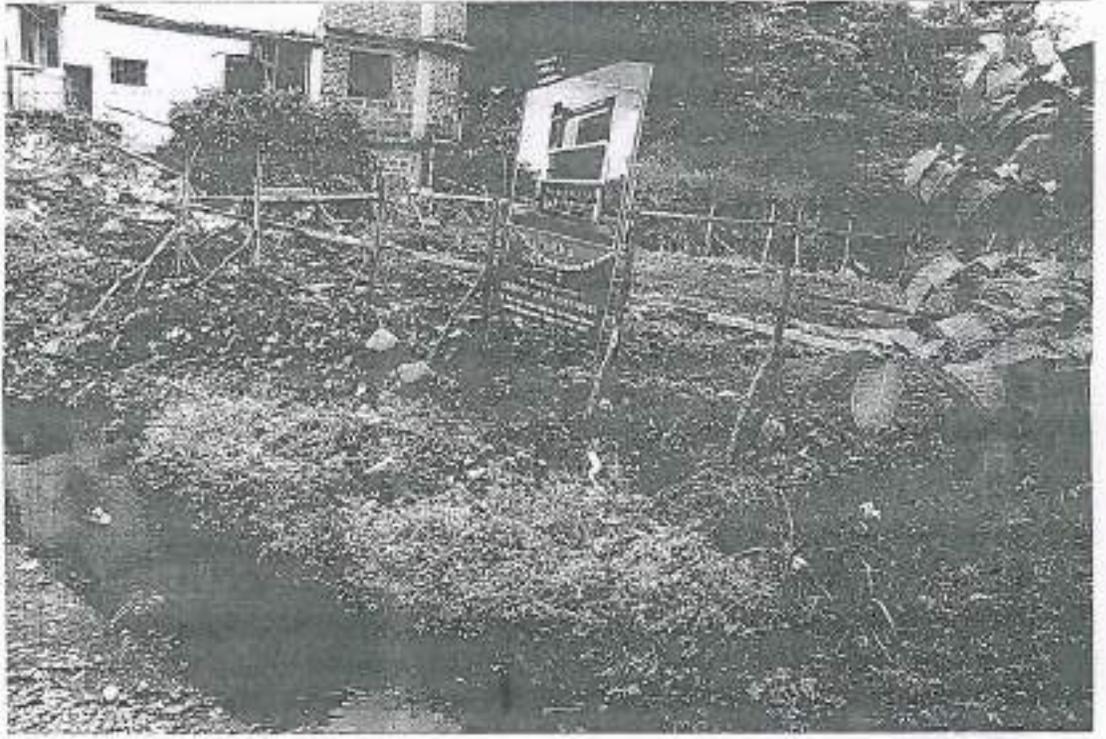
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 2. इस नक्शा में दिखाए गए क्षेत्रों का क्षेत्रफल 100 वर्ग फीट है।
 3. इस नक्शा में दिखाए गए क्षेत्रों का क्षेत्रफल 50 वर्ग फीट है।
 4. इस नक्शा में दिखाए गए क्षेत्रों का क्षेत्रफल 200 वर्ग फीट है।

Exh-L

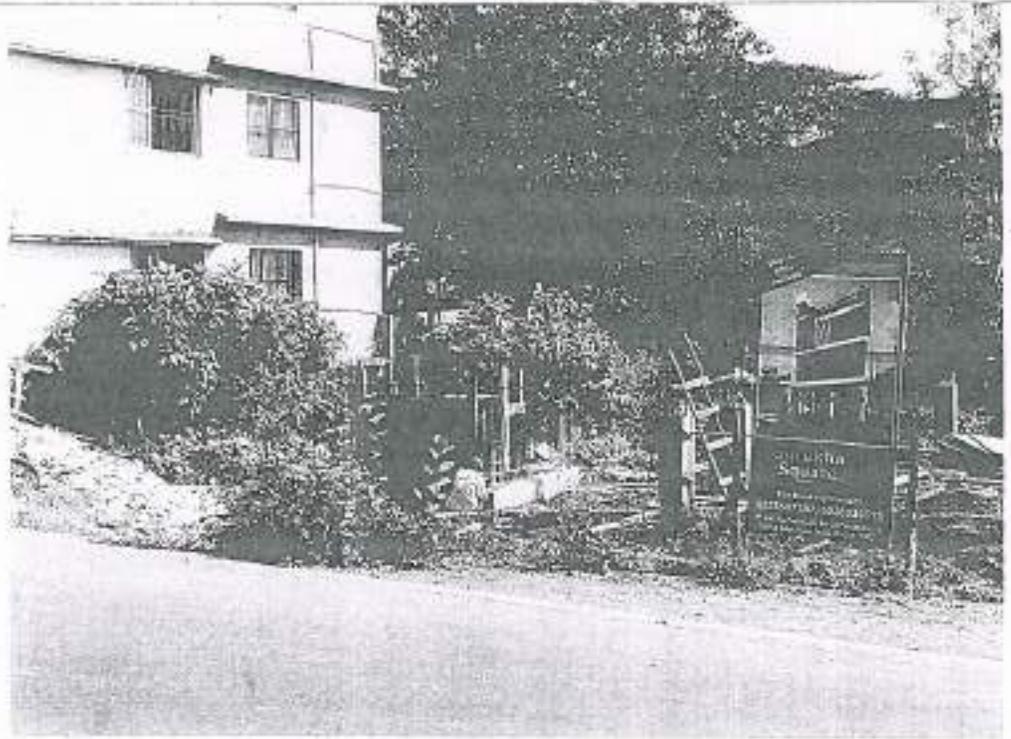
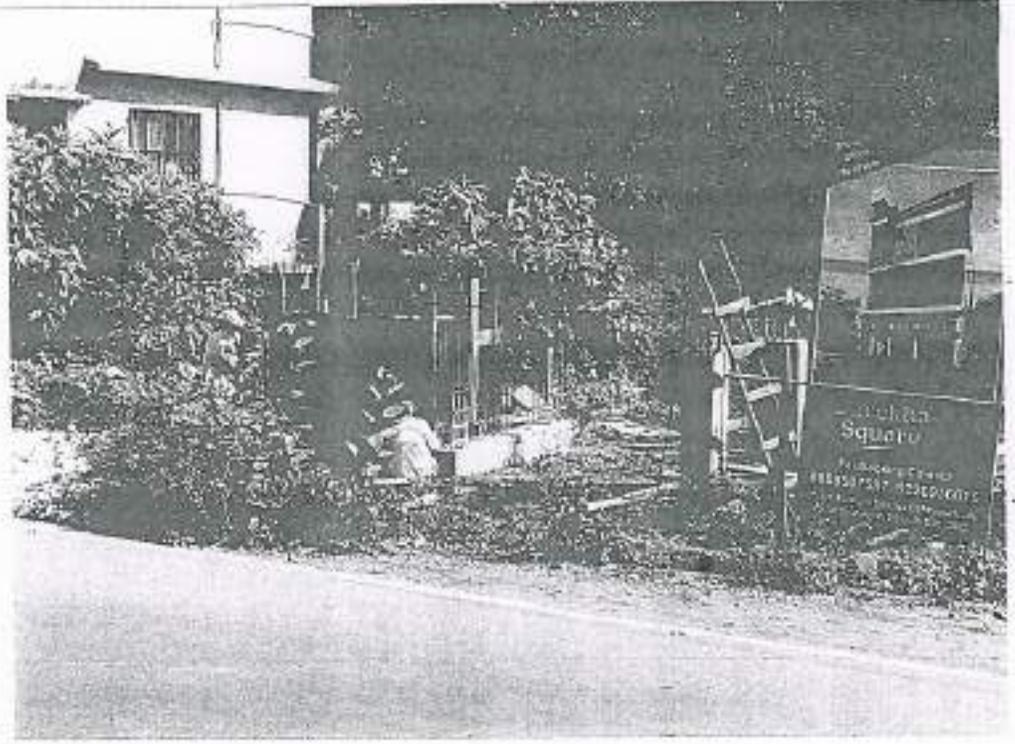
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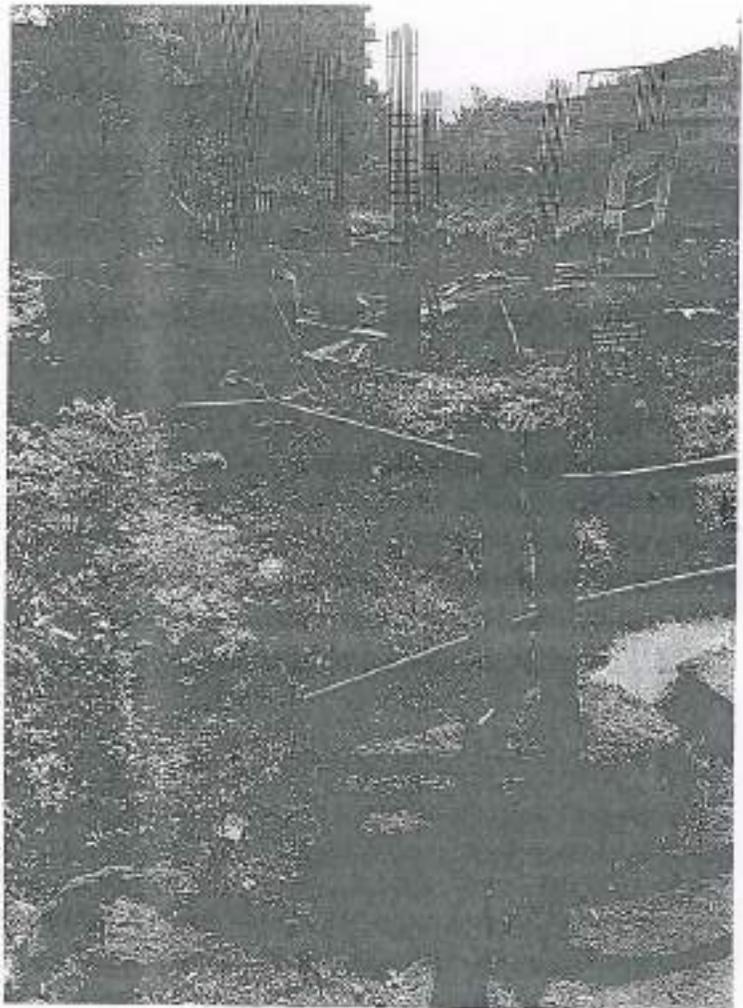
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69



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VILLAGE SPECIMEN 7

REPORT DATED 17/12/2019

RECORD OF RIGHT

(Maharashtra Land Revenue Official Survey and Registration Books (to
prepare & Keep intact)

(Rule, 1971 under Rule 3,5,6 & 7)

Village- CHIPLUN Taluka- Chiplun Dist- Ratnagiri Last

mutation No. Date

Land Survey No & Sub Division :146A/1/2

Land Survey No & Sub Division :		Name of Occupant	
Occupancy System 146A/1/2 Occupant Class 1			
Local Name of land	Area	Assessment Pot KharabFerfar	Account Number
Area unit Ha. Aar Sq. Meter Non Agri 0.01.50 82.00 Non Agri assessment Rainfed -- Irrigated --- Tari -- Varkas -- Other -- Total Area ---- 0.01.50 Potkharab (Barron)----	CHIPLUN NAGAR PARISHAD 0.01.50 1.25 (11435)		379 Name of Kul other rights

		on no		ted										
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
			Aa r Sq Mt r	Aa r Sq Mt r		Aar Sq Mtr	Aar Sq Mtr		Aar Sq Mtr	Aar Sq Mtr		H.A Are ar Sq Mtr		
20 19 - 20	Kh ari p										Fa llo w	0.01 .50		

For this certified copy fees of Rs.15/- received.

Date 17/12/2019

Indication No 27320004432040000012201911157

Signed
Anil Netaji Rathod
Talathi Saja Chiplun

Taluka Chiplun Dist Ratnagiri.

TRUE TRANSLATION OF MARATHI DOC INTO ENGLISH BY
ADVOCATE KAKADE G.B. PIMPRI COURT PUNE.

G. B. Kakade

MUTATION NOTE BOOK(PHERPHAR NOTE BOOK)
(PHERPHAR EXTRACT)
MAHARASHTRA LAND REVENUE RIGHTS ACT NOTE BOOKS
(Preparation and upkeeping)

Pherphar Sr No.	Type of Acquired right	Affected Gat Nos and sub Div Nos	Inspecting officer signature/ remarks
11435	<p>Mutatioin Date 18/12/1986</p> <p>Type of Registration- Acquisition</p> <p>The property described on the side-</p> <p>The property having been acquired by land acquisition office Ratnagiri for Chiplun Nagar Parishad Chiplin vide their letter no.LAD/SR/755 DT 26.11.1986 and letter from Tahasildar Chiplun bearing No. LAQ/VS/1294 Dated 15/12/1986 vide which entry has been registered.</p> <p style="text-align: center;">As before</p> <p>S.No. Hissa No. Area Assmnt</p> <p>183B 0.08.22 --</p> <p>183A/1 16B 0.04.5 0.60</p> <p style="text-align: center;">KH 0.01.6</p>	<p>183B/1</p> <p>183B/2</p> <p>183A/1/16</p> <p style="text-align: center;">B1</p> <p>183A/1/16</p> <p style="text-align: center;">B2</p> <p>183A/14/1</p> <p>183A/14/2</p> <p>146A/1</p> <p>146A/1/2</p> <p>182/1A/2</p> <p>182/1A/2/</p> <p style="text-align: center;">2</p> <p>182/1B/1</p> <p>Occupant</p>	<p>Sanctioned</p> <p>As per order of Special Land Acquisition Officer, Ratnagiri.</p> <p style="text-align: center;">Sd/-</p> <p style="text-align: center;">05/01/67</p>

	183A/1	14	0.07.5	0.95	Prasad Murlidhar Kane / Mukund
			KH 0.00.6		
	146A/1	1	0.56.4	10.45	Murlidhar kane As above
			KH 0.07.1		
					Babiau Tatya Jadhav
	182	1A/2	1.68.5	33.20	Mahadev Tryambak Chitale/ Radhabai Krushnaji
					Gurav
	182	1B/2	0.72.3	14.30	
					Ibrahim Fakir Kadwaika r 08/ Nisar Inayat Pilpile 08
					Sharad Ganesh Kane/ Arun Ganesh Kane/Ann
			Continue...		

		apurna Ganesh Kane	
--	--	--------------------------	--

TRUE TRANSLATION OF MARATHI DOC INTO ENGLISH BY
ADVOCATE KAKADE G.B. PIMPRI COURT PUNE.

G. B. Kakade

Exh-11

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②

SANJAY S. KETKAR

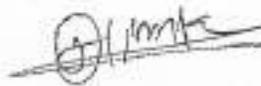
B.Com.LL.B.
AdvocateOffice:G-2, Bhingarde Enclave, Chiplun, Tal.-Chiplun, Dist-Ratnagiri
Office-Tel- (02355) 250608, Resi- Tel- (02355) 253403
E-mail ID:- sanjayketkar71@yahoo.comनोटीस

प्रति,
मा.मुख्याधिकारी,
चिपळूण नगरपरिषद, चिपळूण,
ता.चिपळूण यांसी,

नोटीस देणार श्री.दिपक रोहिदास निमकर,रा.मुसादपुर,चिपळूण,ता.चिपळूण, जि.रत्नागिरी
तर्फे वकील श्री.एस.एस.केतकर,रा.जी-२, भिंगार्डे एनक्लेव्ह, चिपळूण, ता.चिपळूण, जि.रत्नागिरी
यांचेतर्फे देण्यात येते की,

आमचे अशिलांनी दिलेल्या माहितीवरून तुम्हास असे कळविण्यात येते की,

१. मौजे चिपळूण नगरपरिषदेच्या हद्दीतील (भोगाळे या विभागातील) सिटीसर्हे नं.६३९७ या मिळकतीमधील उत्तर पश्चिम कोपयामधील २८२ चौ.मी.इतके विविध क्षेत्र व त्या मिळकतीसंदर्भात चिपळूण नगरपरिषदेने ता.१९/०६/२०१९ रोजी दिलेली वेळापदेशीर बांधकाम परवानगी वर्गरे सर्व बाब ही प्रस्तुत नोटीशीचा विषय आहे.सदरहू मिळकतीचा यापुढे प्रस्तुत नोटीशीमध्ये 'सदर मिळकत' असा उल्लेख करण्यात आलेला आहे.
२. मौजे चिपळूण नगरपरिषदेच्या हद्दीतील (भोगाळे या विभागातील) सिटीसर्हे नं.६३९७ ही संपुर्ण मिळकत सर्हे नं.१४६अ, हिस्सा नं.१ या मिळकतीपैकी क्षेत्राची तयार झालेली आहे.
३. सदर मिळकत श्री.भरत अमृतराव भोसले,रा.चिपळूण यांनी श्री.सुधीर शरद बुटाला व.४ यांना ता.२७/१२/२०१८ रोजच्या रजि.खरेदीखताने विकत दिलेली आहे.सदर मिळकतीच्या पुर्व दिशेस आमचे अशिलांच्या मालकीची सर्हे नं.१४६अ, हिस्सा नं.३, क्षेत्र हे-आर-पॉ/०-०७.१० (सिटीसर्हे रेकॉर्डप्रमाणे सिटीसर्हे नं.६३९५) अशी मिळकत असुन ती मिळकत आमचे अशिलांनी ता.२५/०७/२०१८ रोजच्या रजि.खरेदीखताने विकत घेतली आहे.वर कलम १ मध्ये नमुद केलेल्या सदर मिळकतीमधुन सिटीसर्हे नं.६३९५ या मिळकतीमध्ये जाण्यायेण्यासाठी म्युनिसिपल सडकेच्या पुर्वबाजुने (सदर मिळकतीच्या उत्तर बाजुच्या हद्दीने) पुर्वापारचा मार्ग आहे व तो मार्ग वापरण्याचा आमचे अशिलांना कायद्याने हक्क व अधिकार ता.२५/०७/२०१८ रोजच्या खरेदीखताच्या आधारे मिळालेला आहे.



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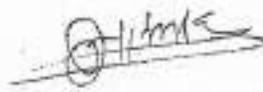
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४. सिटीसर्व्हे नं.६३९७ या मिळकतीच्या पुर्वेकडुन दक्षिण बाजुने प्रभात रोड,रॉयल नगर, चिपळूण येथुन येणारा नाला हा गेले अनेक वर्षांपासुन अस्तित्वात आहे व तो नाला सिटीसर्व्हे नं.६३९७ या मिळकतीच्या पश्चिम बाजुने (चिंचनाका ते पॉवरहाऊस या रस्त्याच्या पुर्व बाजुने) सदर मिळकतीमध्ये येतो व तो नाला त्यापुढे सदर मिळकतीच्या पश्चिम-उत्तर कोप्यातुन चिंचनाका ते पॉवरहाऊस या रस्त्याला असलेल्या मोरीमधुन शिवनदीला जाऊन मिळतो.सिटीसर्व्हे नं.६३९७ या मिळकतीच्या पुर्वेकडुन दक्षिण बाजुने येणारा नाला हा सुमारे ५ मीटर रुंदीचा असुन तो सिटीसर्व्हे नं.६३९७ या मिळकतीच्या पश्चिम बाजुने सदर मिळकतीपर्यंत सुमारे ३ मीटर रुंदीचा आहे.संबंधित नाला हा सिटीसर्व्हे नं.६३९७ या मिळकतीच्या पश्चिम बाजुने सदर मिळकतीमधुन (पश्चिम-उत्तर कोप्यातुन) मोरीला मिळाल्यानंतर तो शिवनदीला जाईपर्यंत तो मोरीच्या सुरवातीस साडेआठ मीटर व पुढील बाजुस सुमारे साडेचार मीटर इतक्या रुंदीचा आहे. वर नमुद केल्याप्रमाणे असलेला नाला हा well defined असा असुन तो मागील अनेक वर्षांपासुन जाग्यावर प्रत्यक्ष अस्तित्वात आहे व नाल्यासंदर्भात आमचे अशिलांनी त्याचे जरूर ते Video Shooting व त्याचे फोटोग्राफ्स पुरावा म्हणुन घेतलेले आहेत.
५. वर अन्वत्र नमुद केल्याप्रमाणे सदर मिळकतीमधुन येणारा नाला हा सदर मिळकतीच्या पश्चिम-उत्तर कोप्यातुन शिवनदीला जाऊन मिळतो व शिवनदी ही तेथुन काही अंतरावर वाशिष्ठी नदीला जाऊन मिळते.वाशिष्ठी नदी ही भरती-ओहोटीची नदी आहे व त्या नदीला कोयना धरणाचे पाणी देखील सोडण्यात येते.वाशिष्ठी नदीला पावसाळ्यामध्ये मोठ्या प्रमाणावर पुर येतो व भरतीमुळे तसेच कोयना धरणातील सोडण्यात येणाऱ्या पाण्यामुळे वाशिष्ठी नदीचे पाणी हे उलटे शिवनदीमध्ये येते.शिवनदीला देखील पावसामध्ये कामधे धरणाचे पाणी सोडण्यात येते व परिणामी एकंदरीत नैसर्गिक परिस्थितीमुळे शिवनदीमध्ये होणाऱ्या पाण्याचा फुगवट्यामुळे ते पाणी हे संपुर्ण भोगाळे परिसरात पसरून त्याचा मोठ्या प्रमाणावर लोंढा हा संपुर्ण भोगाळे परिसरात व अर्थात सदर मिळकतीमध्ये देखील येतो.सन २००५ साली चिपळूण शहरामध्ये मोठ्या प्रमाणावर पुरस्थिती निर्माण झाली होती व त्यावेळी चिंचनाका ते चिपळूण मध्यवर्ती एस.टी.स्टॅण्ड या परिसरामध्ये रस्त्यावर सुमारे ७ फुटापेक्षाही जास्त पाणी भरले होते.सदर मिळकत ही चिंचनाका



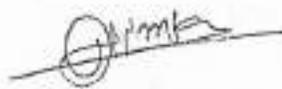
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ते पॉवरहाऊस या रस्त्याच्या पुर्व बाजुला सुमारे ४ फुट खोल आहे व त्या ठिकाणी नाला उपलब्ध असतानाही सन २००५ साली पाण्याचा निचरा न झाल्याने सुमारे ११ फुटापेक्षाही जास्त पाणी होते व त्यानंतर पुढील काळावधीत देखील बहुतांशी तीव्र नैसर्गिक परिस्थिती आजही कायम तशीच अस्तित्वात आहे.

६. चिपळूण नगरपरिषद ही 'ब' नगरपालिका या वर्गवारी मध्ये येते व त्या नगरपालिकासंदर्भात महाराष्ट्र शासनाने बांधकाम परवानगी देणेसंदर्भात नियम केलेले आहेत. सदरहू प्रचलित नियमांप्रमाणे कोणत्याही मिळकतीच्या हद्दीपासुन ९ मीटरच्या आत नदीला जाऊन मिळणारा नैसर्गिक नाला असल्यास त्यासंदर्भात नगरपालिकेला बांधकाम परवानगी देता येणार नाही असा सुस्पष्ट नियम आहे. वर परिच्छेद क्र.४ मध्ये विस्ताराने नमुद केल्याप्रमाणे सदर मिळकतीच्या पश्चिम बाजुस हद्दीने (चिंचनाका ते पॉवरहाऊस या रस्त्याच्या पुर्वबाजुस हद्दीने) प्रभात रोड, रॉयल नगर, चिपळूण येथुन शिवनदीला जाऊन मिळणारा नैसर्गिक well defined नाला अस्तित्वात आहे व त्यामुळे सदर मिळकत ही नाल्यापासुन ९ मीटर अंतराच्या आत येते ही बाब एकंदर अस्तित्वात असलेल्या भौगोलीक परिस्थितीवरून सुर्यप्रकाशाईतकी सुस्पष्ट आहे. श्री. सुधीर शरद बुटाला व. ४ यांना चिपळूण नगरपरिषदेने ता. १९/०६/२०१९ रोजी बांधकाम परवानगी देताना त्यावेळी नगरपालिकेमार्फत करण्यात आलेल्या site inspection report वरून सदर मिळकतीमधुन नाला जातो ही बाब सुस्पष्टपणे अधोरेखित करण्यात आली आहे. आमचे अशिलांनी सदर मिळकतीमधील नाल्याच्या प्रत्यक्ष वस्तुस्थितीसंदर्भात माहिती घेण्यासाठी नगरपालिकेला ता. १६/१२/२०१९ रोजी पत्र दिले होते व त्या पत्राला नगरपरिषदेने ता. ३१/१२/२०१९ रोजी उत्तर देऊन त्यामध्ये आमचे अशिलांना, "सदर रस्त्यालगत अस्तित्वात असलेला नाला हा प्रभात रोड पासून येत असून तो चिंचनाका ते भोगाळे या रस्त्याच्या खालून जाऊन पुढे शिवनदीला मिळत असल्याचे प्रारंभ विकस आराखड्यामध्ये प्रथम दर्शनी दिसून येते आहे" असे कळविले आहे व त्यामुळे सदर मिळकतीमधील नदीला जाऊन मिळणारा नैसर्गिक नाला हा गेल्या अनेक वर्षांपासुन अस्तित्वात असल्याचे व त्याचा संदर्भ प्रारंभ विकस आराखड्यामध्ये देखील असल्याचे सुस्पष्ट झाले आहे.



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७. सिटीसहें नं.६३१७ या मिळकतीच्या पुर्वेकडून दक्षिण बाजुने वर अन्यत्र नमुद केल्याप्रमाणे प्रभात रोड, सॅयल नगर, चिपळूण येथुन पाणी जाण्यासाठी येणारा नैसर्गिक नाला आहे व तो नाला त्यापुढे सिटीसहें नं.६३१७ या मिळकतीच्या पश्चिम बाजुने येऊन तो सदर मिळकतीच्या पश्चिम-उत्तर कोप्यामधुन रस्त्याला असलेल्या मोरीमधुन शिवनदीला जाऊन मिळतो ही बाब एकंदरीत भौगोलीक परिस्थितीवरून सुस्पष्ट आहे व अर्थात संबंधित नाला हा well defined banks असा आहे. वरील परिस्थितीत संबंधित नाला हा well defined banks अशा सदराखाली येत असल्याने तसेच सदर मिळकत ही नाल्याच्या हद्दीपासुन ९ मीटरच्या आत अंतरावर असल्याने आपणाला त्यासंदर्भात कन्सेशन देऊन सदर मिळकतीच्या मालकांना इमारत बांधकाम परवानगी देण्याचा करयष्टाने हक्क व अधिकार नाही.
८. वर अन्यत्र नमुद केलेली सर्व परिस्थिती अस्तित्वात असुन देखील आपण श्री.सुधीर शरद बुटाला व.४ यांना सदर मिळकतीमध्ये बांधकाम करण्यासाठी ता.१९/०६/२०१९ रोजी इमारत बांधकाम परवानगी दिलेली आहे व ती परवानगी पुर्णपणे अनधिकृत व बेकायदेशीर अशी आहे याची कृपया नोंद घ्यावी. सदरहू बांधकाम परवानगी देताना तुम्ही सदर मिळकतीच्या अस्तित्वात असलेल्या नैसर्गिक भौगोलीक परिस्थितीकडे जाणीवपूर्वक दुर्लक्ष केले आहे व त्याकामी महाराष्ट्र शासनाने 'ब' नगरपालीकांच्या बांधकामासंदर्भात केलेल्या नियमांचे पुर्णपणे उल्लंघन करुन ती परवानगी तुम्ही तुम्हास ज्ञात असलेल्या करणांस्तव दिल्याचे सुस्पष्ट झाले आहे. सदर मिळकतीसंदर्भात बांधकाम परवानगी देताना आर्किटेक्ट यांनी तुमचेकडे बांधकाम आराखडा सादर केलेला आहे व त्या आराखड्यामध्ये आर्किटेक्ट यांनी नाल्यासंदर्भात कोणताही संदर्भ दिलेला नाही.वास्तविक एकंदरीत सदर मिळकतीमध्ये गेली अनेक वर्षांपासुन नैसर्गिक नाला अस्तित्वात आहे ही बाब तुम्हाला ज्ञात असतानाही आर्किटेक्ट यांनी सादर केलेल्या बांधकाम आराखड्यामध्ये नाल्याचा का उल्लेख केलेला नाही ही बाब देखील आपण हेतुपुरस्सर विचारात घेतलेली नाही व किंवाहून त्याकडे जाणीवपूर्वक डोळेझाक व दुर्लक्ष केलेले आहे.चिंचनाकर ते पॉवरहाऊस या रस्त्याच्या पुर्व बाजुने (सदर मिळकतीच्या उत्तर बाजुच्या हद्दीने) आमचे अशिलांच्या मालकीच्या सिटीसहें नं.६३१५ या मिळकतीमध्ये जाण्यायेण्यासाठी गेली अनेक वर्षे मार्ग आहे व ती बाब एकंदरीत



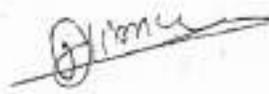
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कागदपत्रांवरून सुस्पष्ट असतानाही त्यासंदर्भात आपण बांधकाम परवानगी देताना त्याबाबतची कोणतीही खातरजमा केलेली नाही व त्यामुळे तुम्ही ता.१९/०६/२०१९ रोजी दिलेली बांधकाम परवानगी ही देखील पूर्णपणे बेकायदेशीर व अर्थात नियमबाह्य अशी आहे. सदर मिळकत ही गेली अनेक वर्षे अस्तित्वात असलेल्या नैसर्गिक नाल्यापासून ९ मीटर अंतराच्या आत आहे. परिणामी सदर मिळकतीच्या एकंदरीत भौगोलिक परिस्थितीचा विचार करता सदर मिळकतीमध्ये बेकायदेशीरपणे बांधकाम केले गेल्यास नाल्याचे नैसर्गिक पाणी जाण्याचे स्रोत होणाऱ्या बांधकामामुळे कायमस्वरूपी बदलणार आहेत व अर्थात त्यामुळे आमचे अशिलांच्या मालकीच्या जमिनीवर व भविष्यात तेथे होणाऱ्या बांधकामावर त्याचा विपरित परिणाम होणार असून पर्यायाने चिपळूण भोगाळे परिसरातील पुरपरिस्थिती ही अधिकच गंभीर होणार आहे व त्या दृष्टीने तुम्ही बांधकाम परवानगी देताना कोणताही विचार केलेला नसल्याने त्या कारणास्तव देखील तुम्ही ता.१९/०६/२०१९ रोजी दिलेली बांधकाम परवानगी ही देखील पूर्णपणे बेकायदेशीर अशी आहे.

१. सधे नं.१४६अ, हिस्सा नं.१ या मिळकतीमधुन चिपळूण नगरपरिषदेने चिंचनाकर ते पॉवरहाऊस या रस्त्याच्या प्रयोजनाकरीता दिड गुंठे जमीन रस्त्यासाठी संपादीत केलेली आहे व त्यासंदर्भात नगरपरिषदेच्या नावाने सधे नं.१४६अ, हिस्सा नं.१(२) असा स्वतंत्र ७/१२ चा उतारा तयार झालेला आहे. एकंदरीत श्री.सुधीर शरद बुटाला वै.४ यांनी खरेदी केलेल्या सदर मिळकतीमधील चिंचनाकर ते पॉवरहाऊस या रस्त्याच्या पुर्व बाजूकडील काही भाग हा वर नमुद केलेल्या नगरपरिषदेच्या मालकीच्या मिळकतीपैकी आहे असे आमचे अशिलांचे म्हणणे आहे व त्यासंदर्भात देखील नगरपरिषदेने कोणतीही खातरजमा न करता श्री.सुधीर शरद बुटाला वै.४ यांना इमारत बांधकाम परवानगी दिल्याचे सुस्पष्ट झाले आहे.चिपळूण नगरपरिषदेने श्री.सुधीर शरद बुटाला वै.४ यांना सदर मिळकतीसंदर्भात बांधकाम परवानगी देताना सदर मिळकतीच्या निर्वेद्य मालकीसंदर्भात कोणतीही खातरजमा केलेली नाही व त्यामुळे एकंदर दिलेली बांधकाम परवानगी ही अत्यंत casual अशा पध्दतीने दिल्याचे देखील सुस्पष्ट झाले आहे.वरील परिस्थितीमुळे देखील श्री.सुधीर शरद बुटाला वै.४ यांना सदर मिळकतीमध्ये बांधकाम करण्याचा कोणताही कायदेशीर हक्क व अधिकार नाही.



३१

SANJAY S. KETKAR

B.Com.LL.B.
AdvocateOffice:G-2, Bhingarde Enclave, Chiplun, Tal.-Chiplun, Dist-Ratnagiri
Office-Tel- (02355) 250608, Resi- Tel- (02355) 253403
E-mail ID:- sanjayketkar71@yahoo.com

१०. वर अन्यत्र नमुद केलेल्या सर्व करणांस्तव आपण श्री.सुधीर ऊरद बुटाला वै.४ यांना सदर भिळकत्रीसंदर्भात दिलेली ता.१९/०६/२०१९ रोजची इमारत बांधकाम परवानगी ही तात्काळ रद्द करावी व अर्थात त्यांना बांधकाम न करणेसंदर्भात तसा आदेश देण्यात यावा.वरील कामी आपणाकडून कसुरी झाल्यास नाईलाजाने आमचे अशिलांना तुमचेविरुद्ध व चिपळूण नगरपरिषदेविरुद्ध ना.उच्च न्यायालयामध्ये योग्य ती कायदेशीर करवाई सुरु करणे भाग पडेल व त्याकामी होणाऱ्या खर्चास व कायदेशीर परिणामांस चिपळूण नगरपरिषद व चिपळूण नगरपरिषदेचे मुख्याधिकारी म्हणुन तुम्ही व्यक्तीशः सर्वस्वी जबाबदार राहाल याची कृपया नोंद घ्यावी.

येणेप्रमाणे नोटीस आहे.

ता.०१/०१/२०२०


 अॅड.एस.एस.केतकर
 चिपळूण.

नोटीशीमधील मजकूर वाचून पाहिला.
 सदरचा मजकूर मी दिलेल्या माहितीचे
 आधारे व कगदपत्रांचे आधारे खरा व
 बरोबर आहे. ता.०१/०१/२०२०

टीप : प्रस्तुत नोटीशीची मुळ प्रत तुम्हास नोटीशीमध्ये नमुद केलेल्या पत्त्यावर रजिस्टर्ड ए.डी.पोस्टाने पाठविली असुन त्याची ऑफीस कॉपी मी माझ्या दफ्तरी ठेवली आहे.

प्रत माहितीकरीता रवाना -

- १) मा.जिल्हाधिकारी,रत्नागिरी, ता.जि.रत्नागिरी
- २) मा.नगर रचनाकार,घर नं.६६९,सावंत बंगला,स्वामी विवेकानंद रस्ता, मारुतीमंदिर, रत्नागिरी ता.जि.रत्नागिरी
- ३) मा.नगर रचानाकार, क्रेकण विभाग, पुणे महानगरपालिका कार्यालय, एम.जी.रोड, शिवाजीनगर, पुणे
- ४) मा.सह-संचालक (नगर रचना), क्रेकण विभाग, कौकण भवन, कक्ष क्र.३०५, बेलापुर, नवी मुंबई, जि.ठाणे
- ५) मा.नगर विकास राज्यमंत्री, महाराष्ट्र राज्य, मंत्रालय, मुंबई

फॉर्म नं. १५ कॉपी
 त्तः १/०१/२०२०


 (अॅड.एस.एस.केतकर)
 चिपळूण

SANJAY S. KETKAR
B.Com, LL.B
ADVOCATE

Office- G-2, Bhingarde Enclave, Chiplun, Taluka-Chiplun, Dist-Ratnagiri
Office –Tel-(02355) 250608, Resi-Tel- (02355) 253403
E-mail- ID sanjayketkar71@yahoo.com

NOTICE

TO
Hon'ble Chief Officer,
Chiplun Nagar Parishad, Chiplun,
Taluka –Chiplun,

Notice is hereby given on behalf of Mr. Dipak Rohidas Nimkar, through Advocate S.S.Ketkar , R/at G-2, Bhingarde Enclave, Chiplun Taluka Chiplun Dist- Ratnagiri, that;

Based on the Information given by my client you are hereby informed that,

- 1) At village Chiplun, within the limits of Chiplun Nagar Parishad, (in the Bhogale Division) in the property of City Survey No. 6397 in North West corner specific area of 282 Sq.Fts., for which Chiplun Nagar Parishad has given illegal permission for construction etc on 19/06/2019, that matter is the subject of this Notice. The said property henceforth in this notice has been referred to as the "Said Property".
- 2) The entire property within the limits of Chiplun Nagar Parishad, (in the Bhogale Division) of City Survey No. 6397 has been prepared out of the property survey no 146 A, Hissa No.1.
- 3) The said property has been sold by Mr. Bharat Amrutrao Bhosale of Chiplun to Mr. Sudhir Sharad Butala & others on 27/12/2018 vide Registered purchase deed. To the east of this property, there is ownership property of our client bearing Survey No. 146A, Hissa No.3, area H-R-P/

0-07-10 (As per city survey record CTS No. 6395) which has been purchased by our client on 25/07/2018 by Registered purchase deed. Out of the said property mentioned in Para 1 above, for entering and coming in the property City Survey No. 6395 from the east side of Municipal road, (from the north side of said property) there is pre trade road and for use of the same our client has legal right at the instance of purchase deed dated 25/07/2018.

- 4) From the east side of property CTS no. 6397, from south side, Prabhat Road Royal Nagar Chiplun, there exists pre traded **Nulla** from past many years and that **Nulla** flows from west side of property CTS no. 6397 (from the east side of Chinchnaka to power house Road) to the said property. That Nulla further flows through west north corner of this property to Chinchnaka to Power house, and joins Shiv river by flowing through hole of drainage. The **Nulla** flowing from south east side of property CTS no 6397, is about 5 meters in width, and it is 3 meters in width from west side of the property till the said property. The refered **NULLA** from the west of side of CTS No.6397 flowing from west side of this property through this property (from North west corner) after met with the hole for drainage, till joining to Shiv river, at the beginning of hole for drainage, it is 8.5 meter in width, and from front side it is about 4.5 meters in width. The Nulla, described as above, is **WELL DEFINED** and is directly in existence at the place since last many years, and our client has taken out video shooting photographs of the same in view of evidence.
- 5) As stated elsewhere, the said **NULLA** flowing through the said property joins Shiv river by going through north-west corner of the said property and Shiv river joins river Vashishti after few distance from the said property. The river Vashishti is a river of **TIDES**, to which Koyna dam water also released. During rain Vashishti river gets flood and due to Tide and water released from Koyna Dam, river of Vashishti flows back to Shiv river. The water of Kamthe Dam also released in Shiv river during rain, and resultantly, under the circumstances of natural conditions Shiv river gets over flooded and that flood water spreads over upon all the Bhogale area, resultantly in the said property. In the year 2005 in the city of Chiplun, there was flood on big scale and from Chinchnaka to Chiplun S T Stand area was covered by 7 feet height flood water. The

said property is east side of Chinchnaka to Power house road, about 4 feet deep and there exists Nulla, but since no drainage is available, there was 11 feet height water in the property. The situation is still mostly as it is in the present.

- 6) The Chiplun Nagar parish falls under B category and for giving construction permissions, Maharashtra State Government has prescribed some rules. One of the prescribed rule is that, if there exists natural Nulla which joins river within the distance of 9 meters, that **nagar parishad** is not allowed to grant permission for construction. This rule is very specifically mentioned. As stated above more particularly, vide Para 4, west side of said property (from within east side of Chinchnaka to Powerhouse) the well defined natural NULLA is existing which flows from Prabhat road, Royal Nagar Chiplun and joins Shiv river, that distance is within 9 meters and it is as clear as sunlight in view of existing geographical conditions. While giving permission for construction by Chiplun Nagar Parishad to Mr. Sudhir Sharad Butala & others, in the site inspection report, it has been clearly mentioned that the said nulla flows from the said property. Our client had given a letter to Nagar Parishad on 16/12/2019 for information about nulla in the property to which he has been replied by Nagar Parishad on 31/12/2019 stating that "The existing Nulla adjacent to road flows from Prabhar Road goes under Chinchnaka to Bhogale road and further joins Shiv river, which prima facie seen from draft development plan." From this it is very clear that natural Nulla in the property which further joins river is in existence for last many years and this is clearly mentioned in the Draft development Plan also.
- 7) The said nulla is natural one from east south side of CTS No. 6397 as mentioned elsewhere flows from Prabhat road, Royal nagar Chiplun and further flows from south side of CTS no 6397 and through the north west corner, through the Hole for drainage at road side joins river shiv. This matter is clear from the all over Geographical conditions, means the Nulla is **well defined Banks**. The said Nulla since falling under "Well defined banks" and the said property is within the limit of 9 meters distance, you have no right and authority to give concession and permission for construction to the owners of property.

- 8) As mentioned elsewhere even if the situation exists you have granted permission for construction of building to Mr. Sudhir Sharad Butala and others on 19/06/2020 which is totally unauthorised and illegal which please note. While giving permission you have purposely ignored existing natural conditions in the property and for that violated the rules stipulated by Maharashtra State Government to B grade municipal corporations, knowingly for obvious reasons which is very clear. For obtaining permission for construction, Architect has submitted you the building plan without any reference about the existing Nulla which you are well aware but why architect has not mentioned about nulla this matter has been purposely ignored by you, more probably purposely eye closed ignorance has been done by you. From the east side of Chinchnaka to Power house road (from north side of the said property) CTS no. 6395 owned by our client there is road for coming and going since last many years, that matter also was very clear from the documents but while giving permission for construction but no verification was done for that matter also. Therefore permission given by you for construction of building on 19/06/2019 is totally illegal and resultantly out of rule. The present property is within a distance of 9 meters from the natural nala which has been in existence for the last several years. As a result, considering the overall geographical location of the said property, if the construction is done illegally in the said property, the natural water source of the NULLA will be permanently changed due to the construction. Therefore, it will adversely affect the land owned by our client and in future due to the construction flood situation in Chiplun Bhogle area will be more serious. In view of this while giving permission for construction you haven't given any thought to that. Due to this reason also the construction permission given by you on 19.06.2019 is also totally illegal.
- 9) The Chiplun Nagar parishad has acquired a land of 1.5 Gunths out of land survey no 146A Hissa No. 1 for proposed Chinchnaka to Power house road. In view of that for survey no 146A Hissa No1(2) 7/12 extract has been separately prepared in that reference in the name of Chiplun Nagar Parishad. Overall out of the property purchased by Mr. Sudhir Sharad Butala and others my client say that, some part of the area towards East side of Chinchnaka to Power House road is out of above

mentioned property owned by Nagar Parishad. With this reference it is very clear that Nagar Parishad has without any verification gave permission for construction of building to Mr. Sudhir Sharad Butala and others. While giving permission for construction with reference to the said property to Mr. Sudhir Sharad Butala and others, it was not verified by Nagar Parishad that the said property is unaffected. Therefore, it has become clear that the overall building permission was given in a very casual manner. With the above situation also, Mr. Sudhir Sharad Butala and others do not have any legal right and authority for construction.

- 10) For all the reasons mentioned above, the permission for construction of building given by you with reference to said property to Mr. Sudhir Sharad Butala and others on 19 June 2019 be cancelled immediately. Means order for not to construct building be issued to them. If you defaulted in doing so, my client shall be unwillingly compelled to start taking appropriate legal action against you and Chiplun Nagar Parishad in the high court and for that expenses and legal consequences Chiplun Nagar Parishad and its Chief Officer shall be individually and jointly responsible which please Note.

Hence this Notice.

Date 01/01/2020

Adv. S. S. KETKAR

Read the contents in the Notice.

on the basis of information given by me
and documents shown, all the contents

in the Notice are true and correct. Dt. 01/01/2020

Sd/-.....

REMARKS : The copy of Original notice has been sent on your address mentioned in this notice by Registered Post A.D. and duplicate copy has been kept as office copy.

Copies sent for information

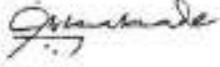
TO

- 1) Hon'ble District Collector Ratnagiri Dist- Ratnagiri.

- 2) Hon'ble Town planner House No. 669, Sawant Bungalow, Swami Vivekanand Road, Maruti Mandir, Ratnagiri, Taluka /Dist : Ratnagiri.
- 3) Hon'ble Town planner ,Kokan Division, Pune Municipal Corporation, M.G.Road, Shivajinagar, Pune.
- 4) Hon'ble Asstt Director, (Town Planning) Kokan Division, Kokan Bhavan, Class No. 305, Belapur, New Mumbai, Dist- Thane.
- 5) Hon'ble Town Development State Minister, Maharashtra State, Mantralay Mumbai.

Office copy Dt.01/01/2020

TRUE TRANSLATION OF MARATHI DOC INTO ENGLISH BY
ADVOCATE KAKADE G.B. PIMPRI COURT PUNE.



मौज :- चिपडण
ता :- चिपडण
जि :- रत्नागिरी

सी

मो. र. नं. १८२१



दिष्ट :-
 — या प्रमाणे सिरीसिरे नक्का
 — या प्रमाणे संपादन होणारे असे
 — या स्थाने संपादन करील जागा

प्रमाण १ : २००
 तयार करणार :- असेल ओरु काणेकर
 प्रहलद भावु
 १०-२-९१



अधीनकार
 सहायक
 सिव्हिल इंजिनीअर, रत्नागिरी कनिष्ठा

"Annexure D"



चिपळूण नगर परिषद चिपळूण



Email ID- cmcchiplun2018@gmail.com

जावक क्रमांक.बांधकाम विभाग/2370/2019-20 दिनांक: 02/09/2020

प्रति,

कांबळे असोसिएट्स,
प्रोग्रा - नागसेन एम. कांबळे,
आर्किटेक्ट, चिपळूण.

विषय:- नाल्याचे बांधकाम होईपर्यंत इमारतीचे बांधकाम थांबवण्याबाबत.

महोदय,

उपरोक्त विषयानुसार इमारत परवाना नं. CBRCM/B/2019/APL/00141 दिनांक १९/०६/२०१९ अन्वये आपणास बांधकाम परवानगी देणेत आली आहे. तरी सदर जागेतील नाल्याचे बांधकाम नगर परिषदेकडून रितसर परवानगी घेऊन करण्यात यावे आणि त्यानंतरच इमारतीचे बांधकाम सुरू करण्यात यावे. तसेच पुढील बांधकाम करण्याआधी नगरपरिषदेला कळविण्यात यावे.

वैजयिधाते
मुख्याधिकारी
चिपळूण नगर परिषद

प्रत माहितीसाठी,

श्री. इम्बाल हुसेन अरकाटे व इतर ३, चिपळूण.

Annexure D

CHIPLUN NAGAR PARISHAD CHIPLUN

Email: cmcchiplun2014@gmail.com

Outward No. Construction Div/2340/2019-20 Dated 02/01/2020

TO

KAMBLE ASSOCIATES

Proprietor : Nagsen M. Kamble

Architect Chiplun.

Subject- For stopping building construction till completion of Nala Construction.

Dear Sir,

In respect of above subject , you have been granted construction permission vide Building Permission No. CBRCM/B/2019/APL/00141 dated 19/06/2019. Therefore construction work of Nala in this place be completed after obtaining appropriate permission from Nagar Parishad and thereafter only you may start the construction of building. And before commencement of further construction Nagar Parishad please be intimated.

Sd/- Vaibhav Vidhate

Chief Officer,

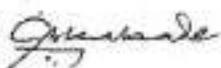
Chiplun Nagar Parishad

Copy for information

TO

Iqbal Husain Arkate and 3 others Chiplun.

TRUE TRANSLATION OF MARATHI DOC INTO ENGLISH BY
ADVOCATE KAKADE G.B. PIMPRI COURT PUNE.



प्रति,
मा.मुख्याधिकारी
चिपळुण नगर परिषद
ता.चिपळुण, जि.रत्नागिरी

"Annexure E"

यांसी

संदर्भ — आपले कार्यालयाकडील जा.क्र.बांधकाम विभाग/२३४०/
२०१९-२०, ता.०१/०१/२०२० रोजीची नोटीस

महाशय,

आपले वर नमुद संदर्भिय नोटीसला उत्तर देतो ते खालीलप्रमाणे —

तुमची वर नमुद संदर्भिय नोटीस मला मिळालेली आहे. सदर नोटीसमधील मजकुर वाचून अतिशय चाईट वाटले व दुःख झाले. अशा पध्दतीने आपण नोटीस पाठवाल अशी अपेक्षा देखील आमचे मनात नव्हती.

तुम्हाला अत्यंत खेदाने कळवितो कि,

तुम्ही आमचे नोटीस मिळकतीमधील मागिल बाजुला श्री.निमकर यांची मिळकत आहे. -श्री.निमकर यांचे करीता आपण जो प्रयत्न केलात, त्या तुमचे प्रयत्नाला आम्ही देखील प्रतिसाद दिला. परंतु कुठल्याही अंगाने आमचे त्यामध्ये व्यवहारीक नुकसान होते, त्यामुळे त्याची जागा आम्ही घेऊ शकत नाही किंवा आमची जागा त्यांना देऊ शकत नाही. अशा पध्दतीचे आमचे स्पष्ट उत्तर आलेनंतर, तुम्ही अशा पध्दतीची नोटीस आम्हाला दिलीत याबद्दल आम्हाला यातना देखील झाल्या.

या शिवाय सदर नोटीसमध्ये "नाला" हा शब्द उच्चारलात. तो देखील तुम्ही चुकीचे पध्दतीने नमुद केलेला आहे. नोटीसमध्ये नमुद केलेप्रमाणे प्रत्यक्षात तेथे नाला नाही. नगरपालिकेचे फक्त ते मोठे गटार आहे. नगरपालिकेची एकुण रचना पाहता ते मोठे गटार आहे. परंतु तेथे कधीही नाला नव्हता व नाही. तुम्ही आजपर्यंतचा प्रथम कोणताही रेकॉर्ड न पाहता, प्रत्यक्षात नाला नाही ही वस्तुस्थिती तुम्हास माहीती असून देखील तुम्ही जणुकाही "नाला" असलेबाबत म्हणुन उल्लेख केला हा मजकुर नमुद केला. ते चाईट वाटले. वास्तविक आम्ही तुम्हाला नेहमीच सहकार्य करणेस तयार होतो. आमचे खचनि गटार बांधणेस तयार होतो. अशा परिस्थितीत तुम्ही नाला नसताना नाला हा उल्लेख केला त्यामुळे फार चाईट वाटले व त्यामुळे तुमचेकडे आम्ही तिब्र निषेध व्यक्त करत आहोत.

आपणाला आम्ही खेदाने कळवितो कि,

आमची जागा त्यांचे जागेत मर्ज करणार नाही, त्याकरीता आमचे कितीही नुकसान झाले तरीही चालेल ही बाब आपणास आम्ही आग्रहपूर्वक कळवित आहोत.

ता.०४/०१/२०२०

S.C.
[Signature]

[Signature]

अॅड.सुधीर शरद बुडाला
(अशिल श्री.इकबाल हुसैन
अरकाटे यांचे करीता त्यांचे
सांगिनुसार)

आर. पी. - 54
R. P. - 54

भारतीय टपाल खाते
भारतीय डाक विभाग

DEPARTMENT OF POSTS, INDIA

पोस्ट पावती / प्राप्त स्वीकृति / ACKNOWLEDGEMENT

नोंदणीकृत पत्र / पार्सल मिळाले / रजिस्ट्री - पत्र / पार्सल प्राप्त हुआ / Received Registered Letter/Parcel

आवश्यक नसत ते सोडावे
कि. अनावश्यक पत्रे असे काट दे।
Strike out if not required

क्रमांक / क्र. / No.	तारीख / दिनांक / Dated	पे / फा / of
१. किती रक्कम इत्यामध्ये/बीने का मूल्य रूपमा में / Insured for Rupees		
२. विचारणाई/आपेवाला/Addressed to	श्री. मधुसूदन शिंदे	
	शिपळूण, मंगरपर शिंदे, शिपळूण	
On	तु. शिपळूण, जि. रत्नागिरी/को	
	पत्र मिळाले	



विशेष कार्यालयाचा तारीख छाप /

विशेष डाकघराची तारीख मोहर/Date Stamp of office

अवधक लिपीक दि. 06 JAN 2020

शिपळूण नगर परिषद शिपळूण



RS51410090PIN ITR:8277514100
 RL MED (RTB) S.O (415709)
 Counter No: 04/01/2020.10:30
 To: MATHYAGHATI, CHIPLUN
 PIN: 415609, Chiplun H.O
 From: SHYAM SURESH S BOTALA, MED
 Wt: 10gms
 Amt: 25.00 (Cash)
 Track on www.indiapost.gov.in

TO
CHIEF OFFICER
CHIPLUN NAGAR PARISHAD
TALUKA CHIPLUN DIST- RATNAGIRI

REFERENCE : Your office Outward No. Construction Division/2340/
2019-20 dated 02/01/2020 Notice.

Dear Sir,

With reference to your above notice my reply is as under-

Your above referred notice has been received by me. Upon reading the same I felt very bad and sad. In my mind it was not my expectation that you will send notice such a way.

I am very sorry to inform you that,

Behind our property there is a property of Mr, Ninkar. For Mr. Nimkar what ever efforts you tried we also responded you for that. However, from any angle, in that we are incurring transactional loss, Therefore we are unable to give our land to him or take his land from him. On our clear reply this way, you gave us such a type of notice due to which we suffered a lot.

Besides this, you uttered the word nala in your notice. That also you have mentioned in wrong way. As mentioned in your notice, there is no Nala in fact. It is the municipality large sewer. Looking at overall municipality plan composition it is a big sewer. There was never Nala and there is no nulla. You have not seen record to date and in spite of knowing that in fact there is no Nulla, you have mentioned in the contents that as if there is really nulla. So felt bad. In fact we were always ready to cooperate

you. We were ready to construct drainage at our own expenses. Under such situation though there is no Nalla ,you have uttered the word Nala so we felt very bad and we strongly protest the same.

We are sorry to inform you that, we shall not merge our place in their place, for that whatever loss may be incurred we are ready to suffer which we are eagerly informing you,

Date 04/01/2020

Adv Sudhir Sharad Butala

(For client Mr. Ikabal Husain Arkate as per his say)

TRUE TRANSLATION OF MARATHI DOC INTO ENGLISH BY

G. M. M. M.

"Annexure F"



चिपळूण नगर परिषद चिपळूण

Email ID- cmccchiplun2018@gmail.com

जावक क्रमांक.बांधकाम विभाग /2380/2019-20 दिनांक:09/09/2020

प्रति,

श्री. इक्बाल हु. अरकाटे
चिपळूण.

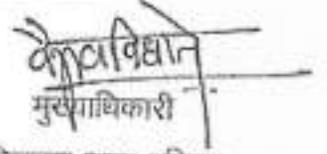
विषय :- जावक क्र. बांधकाम विभाग /2380/2019-20 दि.02/09/2020 नोटीसी
बाबत.

संदर्भ :- आपले 29/09/2020 रोजीचे पत्र.

महोदय,

उपरोक्त विषयानुसार इमारत परवाना क्र. CBRCM/B/2019/API/00141 दिनांक 19/06/2019 अन्वये आपणांस बांधकाम परवानगी देण्यात आली आहे. तरी सदर जागेतील नाल्याचे बांधकाम नगर परिषदेकडून रितसर परवानगी घेऊन करण्यात यावे आणि त्यानंतरच इमारतीचे बांधकाम सुरु करण्यात यावे व पुढील बांधकाम करण्याआधी नगरपरिषदेला कळविण्यात यावे.

सुधारीत विकास योजनेमध्ये सदर जागेलागत मोठे गटर बांधण्याची आवश्यकता आहे. या अनुषंगाने आपणांस मोठे गटर बांधणेकामी नाला बांधकाम करावे असे नमूद करण्यात आले आहे. त्यामुळे सदरचे मोठे गटराचे त्वरित बांधकाम करून मगच पुढील बांधकाम करावे.


मुख्याधिकारी

चिपळूण नगर परिषद

प्रत माहितीसाठी.

श्री. इक्बाल हुसैन अरकाटे व इतर 3, चिपळूण.

CHIPLUN NAGAR PARISHAD CHIPLUN

Email: cmcchiplun2014@gmail.com

Outward No. Construction Div/2667-2019-20 Date 05/01/2020

TO

MR. IKBAL H. ARKATE

CHIPLUN

Outward No. Construction Div/2340-2019-20 Dated 02/01/2020 REGARDING
NOTICE.

REFERENCE ; YOUR LETTER DATED 21/01/2020

Dear Sir,

With reference to above subject, vide permission No. CBRCM/B/2019/
APL/00141 DATED 19/06/2019 you have been granted construction permission .
So construction of Nulla at the place be done after taking usual permission from
Nagar Parishad. Only thereafter construction work of building may be started and
before further construction nagar parishad shall be informed.

In the revised development plan there is a need to construct large gutter near the
proposed site.

In this connection, it has been mentioned that you have to build a big gutter.
Therefore This large gutter should be constructed immediately and then further
construction should be done.

CHIEF OFFICER

CHIPLUN NAGAR PARISHAD

COPY FOR INFORMATION TO

IKBAL HUSAIN ARKATE AND 3 OTHERS. CHIPLUN.

TRUE TRANSLATION OF MARATHI DOC INTO ENGLISH BY

ADV KAKADE G B

G. Kakade