

5. The conditions of this certificate shall be binding not only on the applicant but also on its successors and /or every person deriving title through or under him.
6. A certified copy of the approved plan shall be exhibited on site.
7. The amount of Rs. 10000/- deposited with CIDCO as security deposit shall be forfeited either in whole or in part at the absolute discretion of the Corporation for breach of any of the conditions attached to the permission covered by the Commencement Certificate. Such forfeiture shall be without prejudice to any other remedy or right of Corporation.
8. "Every Building shall be provided with under ground and over head water tank. The capacity of the tanks shall be as per norms fixed by CIDCO. In case of high rise buildings under ground and over head water tank shall be provided as per the fire fighting requirements of CIDCO. The applicant shall seek approval of the EE(Water Supply) of CIDCO in respect of capacity of domestic water tanks. The applicant shall seek approval of the Fire Officer of CIDCO in respect of capacity of water tanks for the fighting purpose".
9. You shall approach Executive Engineer, M.S.E.B. for the power requirements, location of transformer, if any, etc.
10. As per Govt. of Maharashtra memorandum vide No.TBP/4393/1504/C4-287/94. UD-11/RDP, Dated 19th July,1994 for all buildings following additional conditions shall apply.
 - i) As soon as the development permission for new construction or re-development is obtained by the Owners/Developer, he shall install a 'Display Board' on the conspicuous place on site indicating following details :-
 - a) Name and address of the owner/developer, Architect and Contractor.
 - b) Survey Number/City survey Number, Plot. Number/Sector & Node of Land under reference alongwith description of its boundaries.
 - c) Order Number and date of grant of development permission or re-development permission issued by the Planning Authority or any other authority.
 - d) Number of Residential flats/Commercial Units with areas.
 - e) Address where copies of detailed approved plans shall be available for inspection.
 - ii) A notice in the form of an advertisement, giving all the detailed mentioned in (i) above, shall be published in two widely circulated newspapers one of which should be in regional language.

| | |
|-------|------|
| प व ल | |
| ३६६५ | २००७ |
| | २५ |



11. As per the notification dtd. 14th September 1999 and amendment on 27th August 2003, issued by Ministry of Environment & Forest (MOEF), Govt. of India and as per Circular issued by Urban Development Deptt., Govt. of Maharashtra, vide No. FAR/102004/160/P.No.27/UD-20, dtd. 27/02/2004, for all Buildings following additional condition shall apply :

The Owners /Developer shall use Fly Ash bricks or blocks or tiles or clay fly ash bricks or cement fly ash bricks or blocks or similar products or a combination of aggregate of them to the extent of 100% (by volume) of the total bricks, blocks & tiles as the case may be in their construction activity.

[Signature]
11/05/05
ADDL. TOWN PLANNING OFFICER
Navi Mumbai & Khopda

C.C. TO: ARCHITECT
M/S. Fascinate Architects.

C.C. TO: Separately to :

1. M(TS)
2. CUC
3. EE(KHR/PNL/KLM/DRON)
4. EE(WS)

| |
|-----------|
| म व ल |
| ३६६५ २००७ |
| २५ / २७ |



00

ए व औद्योगिक विकास महामंडळ (महाराष्ट्र) मया।

मुख्यालय : नरामन चौक
मुंबई - ४०० ६१
(स्वागत कक्षा) ००-९१-२२-५६५० ०९००
००-९१-२२-५६५० ०९२८
००-९१-२२-२२०२ २५०९ / ५६५० ०९३३

मुख्यालय :
'सिडको' भवन, सी वी
नवी मुंबई - ४०० ६१
दुरध्वनी : ००-९१-२२-
फॅक्स : ००-९१-२२-५६५०

REF NO: CIDCO/BPI/ATPOI / 324

दिनांक : 12/2/2007

OCCUPANCY CERTIFICATE

I hereby certify that the development of Residential Building (G+4) [Total BUA= 2455.005 Sq. mtrs. Res. BUA=2249.51 Sq.mtrs. Comm BUA=205.495 Sq.mtrs. (No. of Units R-76, C-13) on Plot No. 35, Sector-1E at Kalamboli (12.5% scheme) of Navi Mumbai completed under the supervision of M/s Fascinate has been inspected on 02/02/2007 and I declare that the development has been carried out in accordance with the General Development Control Regulations and the conditions stipulated in the commencement certificate dated 21/02/2005 and the development is fit for the use for which it has been carried out.



(N.S. Swami) Additional Town Planning Officer, Navi Mumbai & Khopta

उ र ण
१६६४ / २००६
१६६ / १९१०

For, TULSI DEVELOPERS
M. S. Meete
Partner Partner

For Guru Ashish CHS. Ltd.
V. S. Chavan Chairman
M. S. Meete Secretary
Treasurer

Hechan *ghw*

Share Certificate

Mem. Register No. 040

Certificate No. 040

GURU ASHISH CHS. LTD.
Plot No. 35 Sector - 1/E,
Kalamholi, Navi Mumbai.

This is to certify that Mr. Dinesh Anandran Kadam

Flat. No. B-405

is/are the Registered Holder/s of Five

fully paid - up shares numbered 196 to 200

both inclusive, of Rupees Fifty each in the above named

GURU-Ashish Co-op. Hsg. Society Ltd, Kalamholi, Sec-1 (CE)

Subject to the Bye-laws thereof.

Rs. 250/-

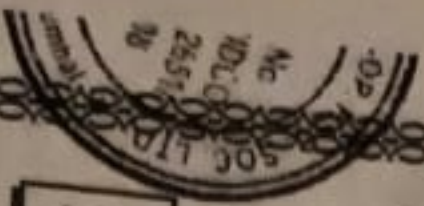
Given under the Common Seal of
the said society, this 10th
day of Sep. 2008

Venuky
Chairman

Secretary
HOD. Secretary

Treasurer
Hon. Treasurer

NOTE : No transfer of any of the Shares comprised in this Certificate will be registered unless accompanied by this Certificate.



शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

सिडको भवन, ७ वा मजला, भूमि

ची मुंबई १२.५% योजना अंतर्गत मीजे ०००००००० ता. ५.१२.००००
 विभाग क्र. १२ भूखंड क्र. ३५ घा सिमांकन नकाशा.
 संदर्भ : सहा. भूमि व भूमापन अधिकारी (१)(२)(३) क्र. सिडको/भूमि/ १२.५% वा.नं.
 दिनांक : १५/०८/०४



For, TULSI DEVELOPERS

Partner Partner

For Gauri Ashish CHS. Ltd.

Chairman Treasurer

संमत सिमांकन नकाशा
 नकाशा तयार करणारा
 दिनांक

भूमापक अधिकारी (भूमापन)
 सिडको मर्यादित

हरिवंद चॉ. मढवी
 प्रमुख भूमापक

प्रमाण १/००
 नकाशा तयार करणारा
 दिनांक

नितिन निशिकान्त आळेंकर
 भूमापक सिडको मर्यादित

- 1) Chagat
- 2) Vedika R. Bhatnagar
- 3) L.H.TUF P.13.13hay at
- 4) ताई रं. पाटील
- 5) L.H.TUF S.13.13hay at
- 6) कुकला गोरखनाथ पाटील



ASSTT. LANDS & SURVEY OFFICER
 Lands Section, CIDCO
 CIDCO Bhavan, 1st Flr. 001
 New Bombay - 400 614.

| | |
|------|------|
| उरण | |
| ७०९६ | २००४ |
| १० | २२ |

सौ. सुनीला कुळा म्हा

Sinds

Heenan



-: नोंदणीचे प्रमाणपत्र :-

नोंदणी क्रमांक : एन. वी. ओ. एम. सिडको/एच. एम. जी. (ओ. एच.) / २६५१ / जे. टी. आर. / सन २००३ - २००६

या प्रमाणपत्राद्वारे प्रमाणित करण्यात येत आहे की,

गृहनिर्माण संस्था मर्यादित गुरु प्रा प्रिक्स सहकारी
मुंबई क्र-३५ तेक्टर-१ ई,
रुडबोली, नवी मुंबई.

ही संस्था महाराष्ट्र सहकारी संस्थांचे अधिनियम, १९६० मधील (सन १९६१ चा महाराष्ट्र अधिनियम क्रमांक २४) कलम ९ (१) अन्वये नोंदण्यात आलेली आहे.

उपरिनिर्दिष्ट अधिनियमाच्या कलम १२ (१) अन्वये व महाराष्ट्र सहकारी संस्थेचे नियम १९६१ मधील नियम क्रमांक १० (१) अन्वये संस्थेचे वर्गीकरण गृहनिर्माण संस्था असून उपवर्गीकरण भाडेकरू - सहभागिदारी गृहनिर्माण संस्था असे आहे.



कार्यालय माहूर

नवी मुंबई.

दिनांक : २८/०१/२००६

सही

[र. के. बट्टाग]
सहनिबंधक

सहकारी संस्था (सिडको), नवी मुंबई.

Heener

MEMORANDUM OF TRANSFERS OF THE WITHIN MENTIONED SHARES

| Sr. No. of Transfer | Date of General Body/ Managing Committee Meeting at which transfer was approved | To whom Transferred | Sr. No. in the Share Register at which the transfer of shares held by the transferor are registered | Sr. No. in the Share Register at which the name of the transferee is recorded | Authorised Signatory |
|---------------------|---|---------------------|---|---|--|
| | 2 | 3 | 4 | 5 | 6 |
| 1 | | | | | Chairman Hon. Secretary Hon. Treasurer |
| 2 | | | | | Chairman Hon. Secretary Hon. Treasurer |
| 3 | | | | | Chairman Hon. Secretary Hon. Treasurer |
| 4 | | | | | Chairman Hon. Secretary Hon. Treasurer |
| 5 | | | | | Chairman Hon. Secretary Hon. Treasurer |

सह दु...
मुल दल...
मुल दल...
सह दु... निरवका...

0000

Barcode
Sat. Mar. 10 2007
12:33 AM

Original
नोटणे 38 म.
पेठणे 38 व

पावती

पावती क्र. 3664

दिनांक 05/05/2007

गावाचे नाव कळकल

वस्तुसंज्ञाचा अनुक्रमांक पवतः - 03665 - 2007

परतः संज्ञाचा प्रकार करारनाम
करारनाम

सादर करणाराचे नाव: दिनेश आनंदरव कदम

| | | |
|--|---|---------|
| नोटणी वी | : | 7010.00 |
| नगरपालिका (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)), रुजगार (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (27) | : | 540.00 |
| एकूण रु. | | 7550.00 |

सादर करणाराचे नाव: दिनेश आनंदरव कदम

गं-२)

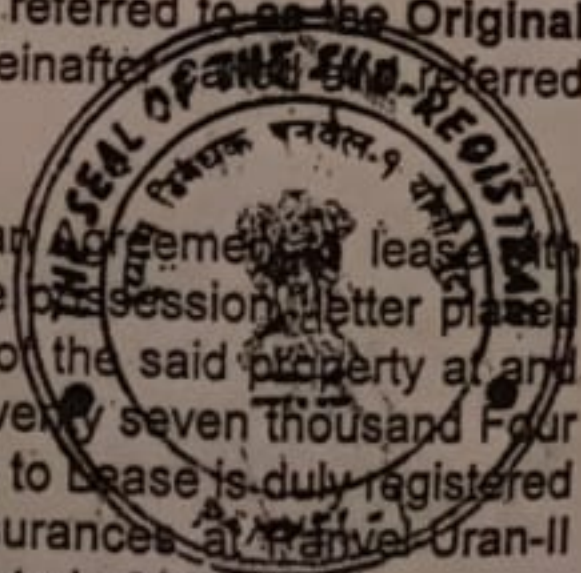
सह दुय्यम निबंधक, पनवेल-१ (वर्ग-२)

मुळ दस्त परत मिळाला

पत्रकाराचे/पुत्री
मुळ दस्त परत दिले
सह दुय्यम निबंधक, पनवेल-१

WHEREAS:

- a) THE CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD., a Company incorporated under the Companies Act, 1956 (1 of 1956) and having its registered Office at:- Nirmal 2nd Floor, Nariman Point, Mumbai 21, (hereinafter referred to as 'the CORPORATION') is the New Town Development Authority declared for the area designated as a site for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of its powers under Sub-Sections (1) and (3-A) of Section 113 of the Maharashtra Regional & Town Planning Act 1965 (hereinafter referred to as the said 'M.R. & T.P. ACT').
- b) The State Government of Maharashtra has been acquiring lands pursuant to section 113-A, of the said Act and is vesting such lands in Corporation for its development and disposal, on such terms, conditions, stipulations, covenants, and for a consideration as the corporation may decide from time to time.
- c) The corporation in the due process of its working acquired some agricultural landed property at village-Kalamboli of Taluka Panvel, District Raigad belonging to one SHRI. GIRDHAR BALDEV BAJAJ AND SMT. PUSHPABAI BABURAO BHAGAT AND OTHERS. The corporation acquired the said landed property for the development of Navi Mumbai projects.
- d) The corporation caused prepared a layout of plots at village - Kalamboli of Taluka Panvel, District Raigad for its allotment to the land affected people.
- e) The corporation following the decision in the notifications of the Urban Development Department of the Government of Maharashtra decided to allot to the said SHRI. GIRDHAR BALDEV BAJAJ AND SMT. PUSHPABAI BABURAO BHAGAT AND OTHERS A Plot of land at under the 12.5% Scheme at revenue village - Kalamboli of Taluka Panvel, District Raigad.
- f) The corporation by its allotment letter bearing No. CIDCO /LAND /___/Satyo/ Kalamboli/ 59+72/2004 dated 9/ 08 /2004 , allotted to SHRI. GIRDHAR BALDEV BAJAJ AND SMT. PUSHPABAI BABURAO BHAGAT AND OTHERS of Kalamboli , Panvel. A plot of land bearing Plot No.35 admeasuring an area of 1637.78 Sq.Mts. or thereabout, in Sector- 1E of revenue village node Kalamboli of Taluka Panvel, District Raigad. The said SHRI. GIRDHAR BALDEV BAJAJ AND SMT. PUSHPABAI BABURAO BHAGAT AND OTHERS be hereinafter called and referred to as the Original Licensees. The said plot of land be hereinafter referred to as the SAID PROPERTY.
- g) The corporation on 17/09/2004 executed an Agreement to lease with the Original Licensees and by a separate possession letter placed them in peaceful and vacant possession of the said property at and for a premium of Rs.77,435/- (Rupees Seventy seven thousand Four hundred Thirty Five only) The Agreement to Lease is duly registered in the office of the Sub-Registrar of Assurances at Panvel Uran-II vide its registration Serial No.7016/2004 dated : 30/09/2004.



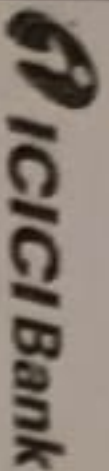
| | |
|--------|------|
| प व ल | |
| ६६६५ | २००७ |
| २ / २५ | |

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

FRANKING DEPOSIT SLIP

| | |
|---|----------------------|
|  | |
| Deposited by: <u>M. P. Pawar</u> | Date: <u>31/5/07</u> |
| Pay to: ICICI Bank Ltd. A/C Stamp Duty | |
| Franking Value | Rs. <u>24650</u> |
| Service Charges | Rs. <u>10</u> |
| Total | Rs. <u>24660/-</u> |
| Name of Stamp duty paying party: | |
| <u>Dinesh Anandkumar</u> | |
| Received with Thanks <u>Messy</u> '1 of Rs. Towards Payment of Stamp Duty DD / Cheque No. <u>0111</u> | |
| Drawn on Bank _____ | |
| (For Bank's Use only) | |
| Tran ID _____ Franking Sr. No. _____ Officer _____ | <u>Messy</u> |

AGREEMENT FOR SALE

THIS AGREEMENT made and entered at KALAMBOLI (NAVI MUMBAI) this 27th day of May 2007 Between **M/S. TULS DEVELOPERS** (A Regd Partnership firm) having its office at: Shop No. 11 Inderaprastha Complex Plot No. 1 Sector No. 10 Khanda Colony Panvel hereinafter called and referred to as the "PROMOTERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include it's partners, for time being in the firm and the legal heirs, executors, administrators and assigns of the last surviving partners) of the ONE PART

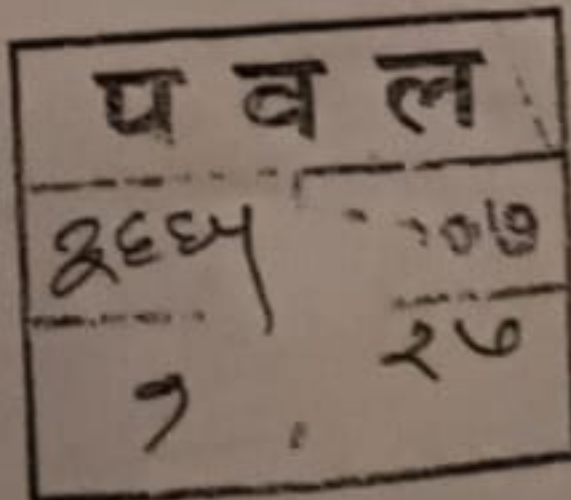
AND

SHRI/SMT. Dinesh Anandkumar Kadam

Age:- 36 yrs, Occupation:- Service/Business/household Residing at:

X-504, Jab Vayu De Peace Endang Phase II
BTII Sector - 20, Kharake
Navri - Mumbai - 410210

hereinafter called the FLAT/SHOP PURCHASER/S (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/their respective heirs executors and administrators and his/her/ their permitted assigns) of the OTHER PART:



For ICICI Bank Ltd. Plot No. 5 Sector 15, Panvel Matheran Road, Mumbai 401106
 Authorised Signatory Panvel-10 208
 24660/-
 142796
 246501-PS5245
 11-48
 MAY 03 2007
 MAHARASHTRA

- o) The promoters by virtue of the said Tripartite agreement dated 10/01/2005 are entitled to cause & commence the development work of the said property by constructing a new residential cum commercial building thereon to be known as "GURU-ASHISH" in accordance with the plans, designs and specifications approved by CIDCO, Navi Mumbai. The promoters are also entitled to sell to prospective purchasers the flats/shops/ and/or such other premises as may be constructed on the said property.
- p) The flat/shop purchaser/s has/have taken inspection of all the papers, statements, agreements, writings, plans, lease Deeds, specifications, licenses and all other documents as are required to be shown to the flat/shop purchaser/s under the Maharashtra Ownership Flats (Regulation of the promotion of construction sale management and Transfer) Act 1963, (hereinafter referred to as "the said Act") and Rules framed thereunder relating to the said plot of land and has satisfied himself/herself/themselves as to the marketable title of the said plot;
- q) The copy of certificate of title issued by the promoters Advocate **Shekhar G. Wani.**, copy of Agreement to lease, Tripartite Agreement or any other relevant revenue record showing the nature of the title of the said M/S.TULSI DEVELOPERS to the said Plot and of the promoters, on which residential flats/ shops / parking spaces etc. are to be constructed and the copies of the plans and specifications of the premises agreed to be purchased by the flat/shop purchaser/s, approved by the concerned local authority, has been inspected by the flat/shop purchaser/s. A copy of the said title certificate is annexed hereto and marked as ANNEXURE "A";
- r) The said New licensee M/S.TULSI DEVELOPERS (A Regd Partnership firm) have obtained the necessary approval of the CIDCO for the plans, specifications, elevations, section and details of the said building known as "GURU-ASHISH".
- s) While sanctioning the said plans, concerned CIDCO and/or CIDCO has laid down certain terms, conditions, stipulations, and restrictions which are to be observed and performed by the promoters while developing the said land and the said building/s and upon due observance and performance of which only the completion and occupation certificates in respect of the said building/s shall be granted by the CIDCO.
- t) The Flat/shop Purchaser/s applied to the Promoters for allotment to the flat/shop purchaser/s a Flat/Shop/ No. 405 of admeasuring area about to 37.42 sq.mtr. (Carpet) equivalent to 44.55 sq.mtr (built-up) With/without attach terrace admeasuring area 1.57 sq.mtr, Earth floor of B wing (which includes covered area under common wall, terraces, overhead Tank, parking space, stilt, compound wall, etc.) of the building Complex to be constructed on the said property known as "GURU-ASHISH".

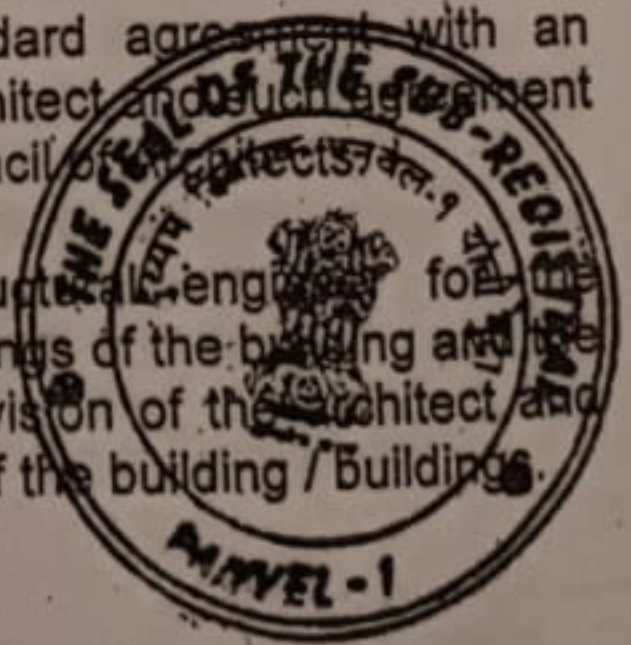


| | |
|-------|------|
| प व ल | |
| 3887 | 2009 |
| ✓ | 20 |

Handwritten signature

Handwritten signature

- h) The said Property is more particularly described in the First Schedule hereinafter and is delineated in a red colour boundary in the Locational Layout plan bearing No. CIDCO /LAND/Kal/ 12.5%/ scheme/ thereafter.
- i) Pursuance to the application of Original Licensee SHRI. GIRDHAR BALDEV BAJAJ AND SMT. PUSHPABAI BABURAO BHAGAT AND OTHERS. for exemption under section 20 of ULCR Act to CIDCO a competent authority & M.D. of CIDCO has passed the order of exemption under section 20 of ULCR Act, 1976 and granted execution to hold the said land subject to conditions more particularly setout in the order bearing order Ref. No. _____ dt. ____/____/2004.
- j) Pursuance of the application dt 15/10/2004 SHRI. GIRDHAR BALDEV BAJAJ AND SMT. PUSHPABAI BABURAO BHAGAT AND OTHERS for transfer of Plot alongwith their rights, title, interest in the plot to M/S.TULSI DEVELOPERS (A Regd partnership firm) the CIDCO has granted a permission to transfer the said plot to M/S.TULSI DEVELOPERS (A partnership firm) vide its permission No.CIDCO/VASAHAT /ND /SATAYO /KALAMBOLI / ____/____/2004 dt. ____/____/2004.
- k) By Tripartite Agreement dated 10/01/2005 made and executed between SHRI. GIRDHAR BALDEV BAJAJ AND SMT. PUSHPABAI BABURAO BHAGAT AND OTHERS as a original licencees, and the CORPORATION and M/S.TULSI DEVELOPERS (A Regd partnership firm) as a New Substituted Licensees and the same Tripartite Agreement was duly registered on 15/02/2005 in the office of Sub-Registrar – Uran-Panvel II under Serial No. 1651/2005 dt. 15/02/2005. The CIDCO has please to transferred the said plot in favour of M/S.TULSI DEVELOPERS (A Regd Partnership firm) in the records of CIDCO and since 15/02/2005 M/S.TULSI DEVELOPERS (A Regd Partnership firm) is Owner/New Licensees of the said plot and they are in the possession of said plot.
- l) The original licensees SHRI. GIRDHAR BALDEV BAJAJ AND SMT. PUSHPABAI BABURAO BHAGAT AND OTHERS being desirous of causing development of the said property by constructing a new residential. cum commercial building The original licensees accordingly on dated 11/03/2005 got sanctioned through the promoters architects "FASCINATE" development plan sanctioned from the corporation and the corporation have also issued a commencement Certificate Vide its letter No. CIDCO/ATPO/726 dt.11/03/2005
- m) The Promoters have entered into standard agreement with an Architect registered with the council of Architect and such agreement is as per the agreement prescribed by council of Architects.
- n) The Promoters have appointed a structural engineer for the preparation of structural designs and drawings of the building and the Promoter accepts the professional supervision of the architect and the structural engineer till the completion of the building / Buildings.



| | |
|------|-----|
| ल | |
| ३६८७ | ००७ |
| ३ | २५ |

Handwritten signature

Handwritten signature

- 3) The flat/shop purchaser/s hereby agrees to purchase from the promoters and the promoters hereby agrees to sell the flat/shop purchaser/s the residential flat /shop (hereinafter referred as the "SAID PREMISES") No. 405 in B wing on Fourth floor _____ admeasuring area about to 3742 sq.mtr. (Carpet) equivalent to 44.55 sq.mtr (built-up) With/without attach terrace admeasuring area 1.57 sq.mtr, (built-up) (which includes covered area under common wall, terraces ,overhead Tank, parking space, stilt, compound wall, etc.) in the said building " GURU-ASHISH " as shown in the floor plan annexed and marked as ANNEXURE 'B' hereto at or for the total aggregate price of Rs. 6,85,020/- (Rupees Six Lacs Eighty Thousand Two only).

In addition to the above consideration the purchaser shall pay proportionate charges of water and Electrical Deposit of Cable connection charges, Drainage connection charges and CIDCO transfer charges as may be applicable.

- 4) The flat/shop purchaser/s shall pay the total price of the said flat/shop is as follows :-

SCHEDULE OF PAYMENTS

| | |
|---|-----|
| 1) On execution of agreement | 15% |
| 2) On completion of Plinth. | 15% |
| 3) On completion of 1st Slab. | 9% |
| 4) On completion of 2nd Slab. | 9% |
| 5) On completion of 3rd Slab. | 9% |
| 6) On completion of 4th Slab. | 9% |
| 7) On completion of 5th Slab. | 9% |
| 8) On or before completion of Brick works | 8% |
| 9) On or before completion Plaster works | 8% |
| 10) On or before completion of Flooring works | 7% |
| 11) On or before possession | 2% |

100%

Rs. 6,85,020/-



| | |
|-------|------|
| प व ल | |
| 3887 | 2006 |
| E/2U | |

[Handwritten signature]

[Handwritten signature]

In respect of the payment of each installment, the promoters will pass separate receipts and such receipts alone shall be treated as the evidence of such payment. The sale price mentioned hereinabove is on lumpsum consideration basis. The flat/shop purchaser/s shall not be entitled at any time to make or raise any dispute relating the said sale price or correlate the same with the same with the aggregate area of the premises as shown in the plan hereto annexed.

- 5) It is hereby expressly agreed that the time for the payment of each of the aforesaid installments of the purchase price shall be the essence of the contract. In the event of the flat/shop purchaser/s making any default in payment of any one of the aforesaid installments of the purchase price, on the due dates and the other amounts payable hereunder whether formally demanded or not and / or committing breach of any of the terms and conditions herein contained, the promoters shall be entitled to terminate this agreement and forfeit the earnest money deposited paid by the purchaser towards the purchase price hereunder and to sell the premises agreed to be sold to the purchaser, to any other party as the promoters may deem fit, and the flat/shop purchaser/s will have no right or claim whatsoever on the said premises and/or against the promoters and/or the new purchaser thereof.

Provided always that the power of termination as aforesaid shall not be exercised unless and until the promoters shall have given to the purchaser fifteen (15) days prior notice in writing of the intention to terminate this agreement and giving a reasonable opportunity to the flat/shop purchaser/s for remedying such breach or breaches. Any delay by the promoters in enforcing the terms of this agreement or any forbearance or giving of time to the flat/shop purchaser/s for making the payments to the promoters shall not be construed as a waiver on the part of the promoters of any breach or non-compliance of any of the terms and conditions of the promoters or any of the terms and conditions of this agreement by the flat/shop purchaser/s nor shall the same in any manner prejudice the rights of the promoters.

Provided further that upon termination of this agreement as aforesaid, the promoters shall refund to the flat/shop purchaser/s the installments of purchase price of the premises which may till then have been paid by the flat/shop purchaser/s to the promoters, only after the sale of flats/shop to another flat/shop purchaser/s excluding the earnest money deposit, but the promoters shall not be liable to pay to the flat/shop purchaser/s any interest on the amount so refunded and upon termination of this agreement and refund of the aforesaid amount by the promoters, the promoters, shall be at liberty to dispose of and sell the said premises to such person and at such price as the promoters may in their absolute discretion think fit.

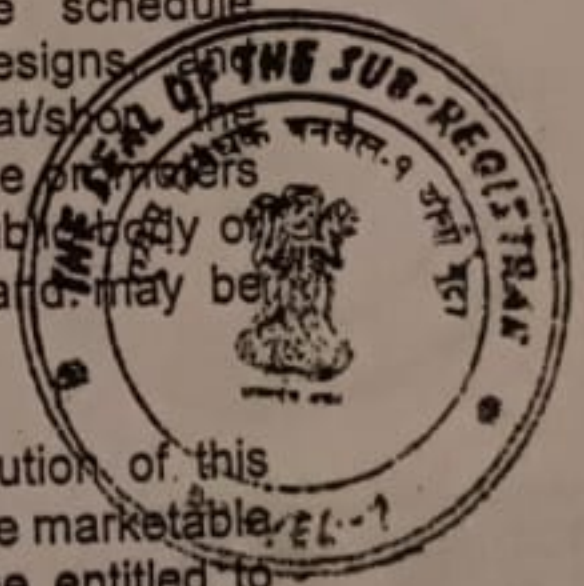


| | |
|--------|------|
| प व ल | |
| 3669 | 2009 |
| 4 / 20 | |

- u) Prior to making application as aforesaid as required by the provisions of Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act No. XXXIV of 1960) and the Urban Land (Ceiling & Regulation) Act 1976, the Flat/shop Purchaser has/have made a declaration of the effect firstly, that they do not own any flat/shop within the limits of Greater Bombay and Then & Raigad Secondly that neither the Flat/shop purchaser /s and/or family as defined under the Urban Land (Ceiling & Regulation) Act, 1976 of Flat/shop Purchaser/s own a tenement, house or building within the limits of Greater Bombay and Thane and Raigad.
- v) Relying upon the said application, declaration and agreement, the promoters agreed to sell the Flat/shop to the Flat/shop Purchaser/s, at the price and on the terms and conditions hereinafter appearing.
- w) The flat/shop purchaser/s has/have agreed to purchase from the promoters and the promoters have agreed to sell to the purchaser the Residential flat /shop/ No. 405 of admeasuring area about to 37.42 sq.mtr. (Carpet) equivalent to 44.55 sq.mtr (built-up) With/without attach terrace admeasuring area 1.57 sq.mtr, (which includes covered area under common wall, terraces, overhead Tank, parking space, stilt, compound wall, ets.) area as shown in the floor plan thereof (hereto annexed and marked ANNEXURE "B") in the building " GURU-ASHISH " at for the total aggregate lumpsum price of Rs. 685020/- (Rupees Six Lacs Eighty thousand and two only) in the manner and on the terms and conditions hereinafter appearing;
- x) Under Section 4 of the Maharashtra Ownership Flats Act, 1963, and rules made under thereto the promoters are required to execute a written Agreement for Sale of the said residential flat / shop, to the flat/shop purchaser,/s being these presents as also to register the said agreement under the Indian Registration Act, 1908.

NOW THIS AGREEMENT WITNESSETH THAT IT HAS BEEN AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

- 1) The promoters shall construct a building consisting of ground plus Four upper floors of B wings called as A, B, wings to be called " GURU-ASHISH " on the said plot of land situated at -Kalamboli, Tal-Panvel and more particularly described in the schedule hereunder written, in accordance with the plans, designs and specifications amenities seen and approved by flat/shop purchaser/s with such variations and modifications as the promoters may consider necessary or may be required by any public body or local authority to be made in them or any of them and may be approved by the CIDCO.
- 2) The flat/shop purchaser/s has/have prior to the execution of this agreement satisfied himself/herself /themselves about the marketable title of the promoters to the said plot and shall not be entitled to investigate the title of the owners/licensees and no requisitions or objections shall be raised on any matter relating thereto.



| | |
|-------|-------|
| प व ल | |
| २६६५ | १३००७ |
| ५ | २० |

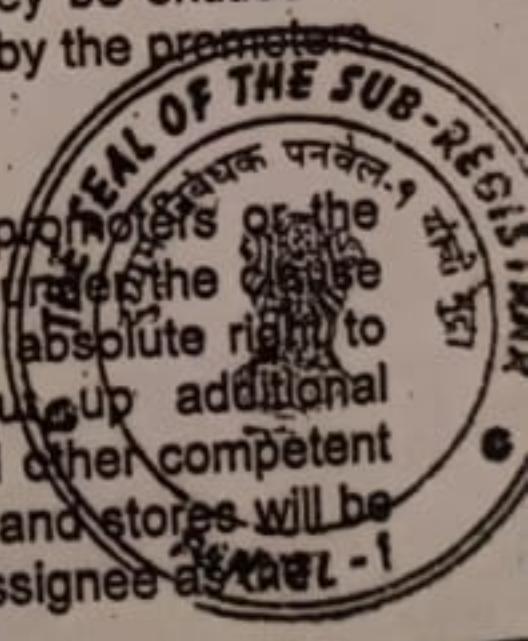
[Handwritten signature]

[Handwritten signature]

b) The promoters shall be entitled to sell or otherwise dispose of the right to the terrace or terraces of the building for the purpose of creation of advertisements / hoardings or any other use permissible by law without any objections whatsoever from the flat/shop purchaser/s so long as the means of access available to the society for approaching the water tank. The promoters shall also be entitled to sell or otherwise dispose of the right to the terrace attached to any flats / shop/commercial premises / shops to the flat/shop purchaser/s of flat/shop adjoining the terrace subject to the said right of the society for approaching the water tank.

10) The promoters shall have right to make additions and/ or alterations and raise horizontally or vertically or put up additional structures / floors as may be permitted by the CIDCO and other competent authorities. If any portion of the said lands and / or the said property is acquired or notified to be acquired by the Government, or any other public body or authority, the promoters shall be entitled to receive all the benefits in respect, thereof and/or the compensatory F.S.I. or all other benefits which may be permitted in lieu thereof. The promoters shall also be entitled to use any additional F.S.I. or additional construction that may be permitted by the CIDCO or any other local body or concerned authority on the said plot of land and / or property for any reason whatsoever, including structures and stores will be the sole property of the promoters who will be entitled to dispose it of in any way they choose and flat/shop purchaser/s hereby irrevocably consents to the same. Under the circumstances aforesaid, the flat/shop purchaser/s shall not be entitled to raise any objection or to any reduction in the price of the said premises agreed to be acquired by him/her/them and / or to any compensation or damages, on the ground of inconvenience or any other ground whatsoever. It is agreed by and between the parties that if the permitted floor space index or density is not consumed in the building being put up and / or at any time further construction on the land is allowed to the promoters and / or the said **M/S.TULSI DEVELOPERS** shall always have the right to put additional construction and stores and / or consume the balance F.S.I. and/ or additional F.S.I. of any other property whatsoever, and/or the flat/shop purchaser/s and / or the Society or the Association of Apartment Owners and / or the Limited Company shall not be entitled to claim any share, right, title or interest in such F.S.I. as aforesaid nor shall they be entitled to raise any objection whatsoever in respect of its use by the promoters in any manner they choose.

11) The promoters or any person nominated by the promoters or the person to whom the rights and benefits conferred under the clause herein before mentioned are assigned, shall have absolute right to make additions, alterations, raise stores or put up additional structures as may be permitted by the CIDCO and other competent authorities. Such additions, alterations, structures and stores will be the sole property of the promoters its nominee or assignee as stated - 1

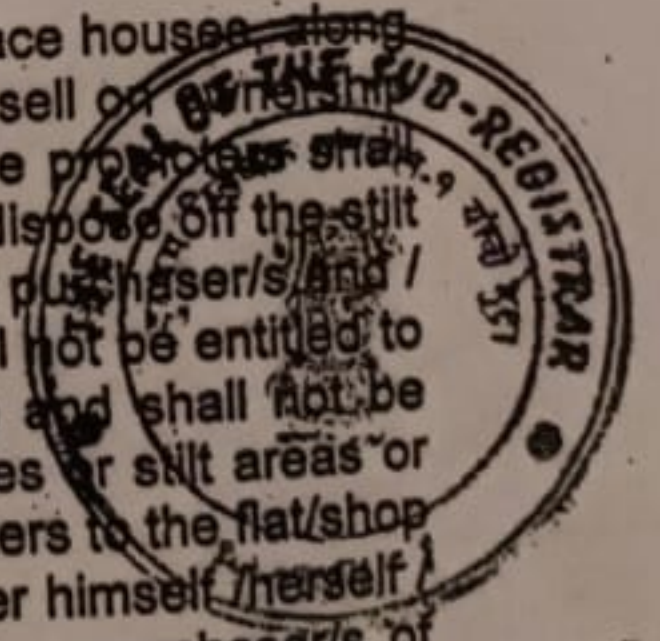


| |
|------|
| प व |
| ३६६५ |
| e |

[Handwritten signature]

[Handwritten signature]

- 6) Without prejudice to their rights under this agreement and /or in law, the promoters shall be entitled to claim and the flat/shop purchaser/s shall be liable to pay to the promoters interest at the rate 24% per annum, on all such amounts which become due, and payable by the flat/shop purchaser/s under this agreement and remain unpaid for fifteen days or more after becoming due and irrespective of whether formally demanded or not. The promoters shall in respect of any amount remaining unpaid by the flat/shop purchaser/s, under this agreement, shall have a first lien and charge on the said premises agreed to be acquired by the flat/shop purchaser/s.
- 7) The promoter/s shall give the possession of the said Flat/Shop. premises to the flat/shop purchaser/s on or before ___/___/___ subject however, to the availability of cement, steel, water, electricity and other building materials and subject to occupation permission of CIDCO and also subject to prompt and timely payment of purchase price installments by all the flat/shop purchaser/s-as well as subject to any act of God and or act of state and/or any other reasons beyond the control of the promoters and also subject to the operation of force major. If the CIDCO/ CORPORATION permits in future, part occupation on floor wise basis, the promoters may offer possession of constructed floors earlier also. The promoters shall not incur any liability or be responsible if the said premises are not delivered on the date aforesaid, if it is delayed for any of the reasons aforesaid or by reason of war, civil commotions, or any act of God, or any act of state or force majeure or for any reason beyond control of the promoters or if due to any statute, notice, rule, order or notification of any Government or any other public body or authority.
- 8) The fixtures, fittings and amenities to be provided by the promoters in the said building and the premises are set out in ANNEXURE "C" written hereunder and the flat/shop purchaser/s has/have satisfied himself/herself/ themselves about the same.
- 9) The flat/shop purchaser/s shall have no claim, save and except in respect of the particular premises hereby agreed to be acquired, i.e. all open spaces, un allotted spaces, stilt area/ flats/ commercial premises/ shops / lobbies / staircases/ terraces / parking spaces /gardens / hoardings etc., will remain the property of the promoters until the whole property and/or any part thereof is transferred to the society as hereinafter mentioned but subject to the rights reserved to the promoters under this agreement.
- 10) a) The promoters shall be entitled to construct terrace houses along with one or more terraces and shall be entitled to sell or otherwise dispose of the same. The promoters shall also be free and entitled to sell, allot, or otherwise dispose off the stilt areas and / or open parking spaces. The flat/shop purchaser/s and / or the flat/shop purchaser/s of other premises shall not be entitled to raise any objection of whatsoever kind or nature and shall not be entitled to the use of such terraces or open spaces or stilt areas or parking spaces sold and / or allotted by the promoters to the flat/shop purchaser/s of such premises unless the purchaser himself /herself / themselves is / are such purchaser. The flat/shop purchaser/s of such premises shall be exclusively entitled to the use of the said area sold and / or allotted to him / her / them.

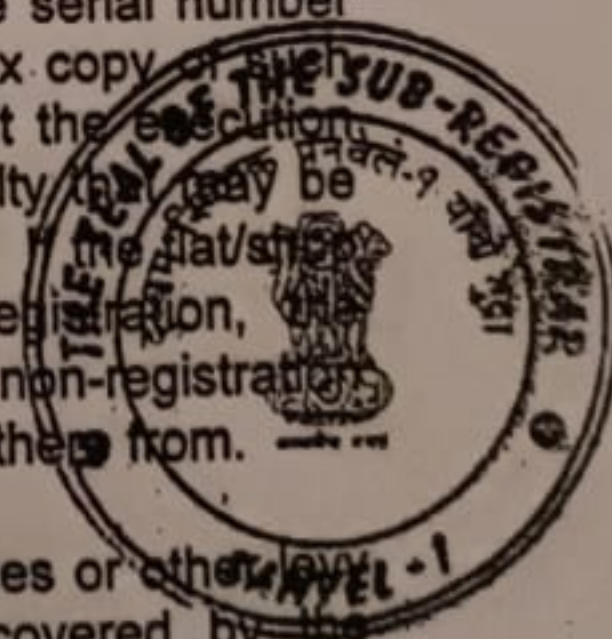


[Handwritten signature]

[Handwritten signature]

| | |
|--------|------|
| प व ल | |
| 3६६५ | २००९ |
| ८ / २८ | |

- 15) The possession of the said premises shall be delivered to the flat/shop purchaser/s after the building is ready for use and occupation and only after all the amounts due by the flat/shop purchaser/s under this agreement are first simultaneously paid to the promoters. The possession of the said premises may be offered and / or given earlier, if requested by the flat/shop purchaser/s, before receiving the occupation certificate to enable the flat/shop purchaser/s to decorate the same internally or otherwise, provided however that the flat/shop purchaser/s has/have first paid full consideration herein mentioned and all other amounts payable hereunder to promoters, provided further that he / she / they shall not be entitled to use and occupy the said premises till the occupation certificate from the CIDCO and / or other necessary consents from other concerned authorities are obtained / received. The purchaser shall take possession of the said premises within fifteen days of the promoters giving written notice to the purchaser offering the possession and / or intimating that the same is ready for use and occupation, time being the essence.
- 16) Upon the flat/shop purchaser/s taking possession of the said premises, he / she / they shall have no claim against the promoters in respect of any items of work in the said premises which may be alleged not to have been carried out and / or completed and / or being defective and / or being not in accordance with the plans and / or specification and / or this agreement and / or otherwise howsoever in relation thereto and it will be deemed that the flat/shop purchaser/s has fully inspected the said premises and satisfied himself about the same before receiving possession thereof.
- 17) The flat/shop purchaser/s hereby agrees to contribute and pay his / her / their actual proportionate share towards water charges, sweeper charges, common electrical bill, watchman salary, and out goings including maintenance charges in respect of the said premises, if the same exceeds Rs.300/- per month, such share to be determined by the promoters with regards to the each flat / shop / open space / terrace / parking space till the date of obtaining occupation certificate.
- 18) The flat/shop purchaser/s shall immediately after the execution of this agreement lodge the same for registration with the appropriate registering authority and shall within two days after lodging the same, intimate in writing to the promoters together with the serial number under which the same is lodged enclosing the Xerox copy of such registration receipt to enable the promoters to admit the execution thereof. In no case promoters shall bear any penalty that may be levied for delayed registration of the said agreement. If the flat/shop purchaser/s fails to lodge this agreement for registration, promoters shall not be in any way responsible for the non-registration of the said agreement and the consequences arising therefrom.
- 19) If at any time development and/ or betterment charges or other levies are / or is charged, levied or sought to be recovered by the municipality/Corporation, Government and / or any other public authority in respect of the said plot and / or buildings/s the same shall be borne and paid by all the flat/shop purchaser/s of the various premises therein, in proportion to the respective purchase price of their respective premises.



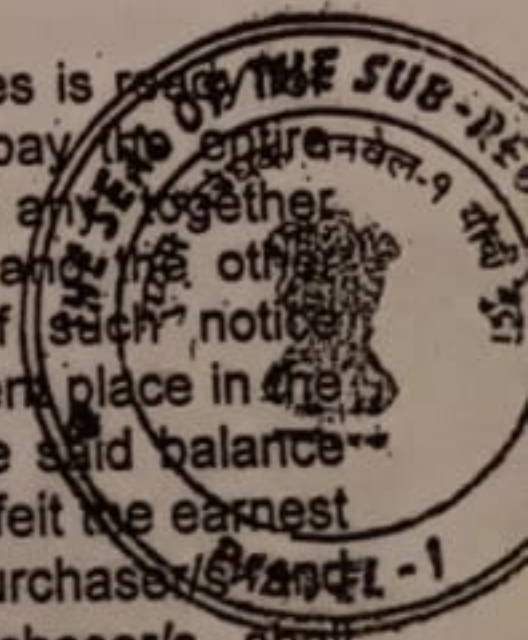
[Handwritten signature]

[Handwritten signature]

| | |
|------|----|
| 2665 | 26 |
| 79 | |

case may be, who will be entitled to dispose of the same in any way they choose and the flat/shop purchaser/s hereby consents to the same. The terrace of the building till the same is/ are allotted to any flat/shop purchaser/s and / or agreed to be sold, as also the parapet walls shall be the property of the promoters or its nominee or assignee and the promoters or its nominee or assignee shall also be entitled to display advertisements on or over the walls, on or over the terrace as well as on any portion of the said building including the compound thereof and on the walls of such compound and shall be exclusively entitled to the income that may be derived by display of such advertisements at any time hereafter. The agreement with the purchaser and all other flat/shop purchaser/s of the other premises in the said building shall be subject to the aforesaid rights of the promoters or its nominee or assignee who shall be entitled to use the terrace therein as well as the said lands, and other flat/shop purchaser/s including the flat/shop purchaser/s herein shall not be entitled to any abatement or reduction or concession in the price of the premises agreed to be acquired by the him on the ground of inconvenience or any other ground whatsoever. The promoters shall be entitled to either nominate any other person to obtain the benefits of the rights and interest conferred by this clause or assign such benefits, rights and interest in favour of any other person.

- 12) The promoters shall be entitled to transfer, assign, dispose off and / or sell in any manner they deem fit or proper the said terraces / stilt areas / parking spaces / gardens etc., to anybody on such price, terms and conditions at the promoters may deem fit. The flat/shop purchaser/s singly and / or along with other flat/shop purchaser/s will not raise any objection of whatsoever nature or kind.
- 13) The flat/shop purchaser/s agrees that he / she / they along with other flat/shop purchaser/s of flats / shops / parking spaces etc., will not charge anything to the promoters or its nominee or Transferees any amount by way of monthly installment, maintenance charges or any other charges whatsoever for use of such terraces, stilt areas, compound walls, display or advertisements or hoardings etc. for the purpose mentioned hereinabove except as may be payable to any local authority and as may be provided in the agreement between the promoters and the persons entitled to the use thereof.
- 14) As soon as the promoters notify that the said premises is ready for use and occupation the flat/shop purchaser/s shall pay the entire balance price including the arrears of installments, if any, together with accrued interest payable by him / her / them and the other amounts payable hereunder within fifteen days of such notice whether served individually or put up at some prominent place in the building. If the flat/shop purchaser/s fails to pay the said balance price as aforesaid, the promoters will be entitled to forfeit the earnest money deposit previously paid by the flat/shop purchaser/s and terminate this agreement and the flat/shop purchaser/s shall thereupon loose all rights in the said premises agreed to be sold as well as all the rights and benefits under this agreement.



| |
|------|
| प व |
| ३६६५ |
| ७० |

[Handwritten signature]

[Handwritten signature]

purchaser/s in respect of the said premises agreed to be acquired by the flat/shop purchaser/s. It being expressly agreed and understood that the flat/shop purchaser/s shall have no claim whatsoever except in respect of the premises hereby agreed to be acquired and that all open spaces / flats / shops / parking spaces / stilt areas / gardens / terraces in the said building will remain the property of the promoters until the said plot is fully developed and is transferred to the Co-operative Society or Association of Apartment Owners or Limited Company as the case may be.

The flat/shop purchaser/s for himself/themselves with intention to bring all persons into whosoever hands the Flat/shop may come, doth hereby covenant with the Promoter as follows:

- (a) To maintain the flat/shop in good tenable repair condition from the date of possession of the flat /shop is taken and shall not do or cause to be done anything in or to the building in which the flat is situated, staircase or any passage which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/ alter or make addition in or to the building in which the flat/shop is situated and the Flat/shop itself or any part thereof.
- (b) Not to store in the flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the constructions or structure of building in which the flat/shop is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the flat is situated, including entrances of the building in which the flat/shop is situated and in case any damage is caused to the building in which the flat/shop is situated or the flat/shop on account of negligence or default of the flat/shop purchaser/s in this behalf, the flat/shop purchaser/s shall be liable for the consequences of the Breach.
- (c) To carry at his own cost all internal repairs to the said flat/shop and maintain the flat/shop in the same conditions, state and order in which it was delivered by the promoter to the flat/shop purchaser/s and shall not do or cause to be done anything in or to the building in which the flat/shop is situated or to the flat/shop which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the flat/shop purchaser/s committing any act in contravention of the above provision, the flat/shop purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and or other public authority.
- (d) Not to demolish or cause to be demolished the flat/shop or any part thereof, nor any time make or cause to be made any addition or alteration of whatever nature in or to the flat/shop or any part thereof, nor any alteration in the elevation and

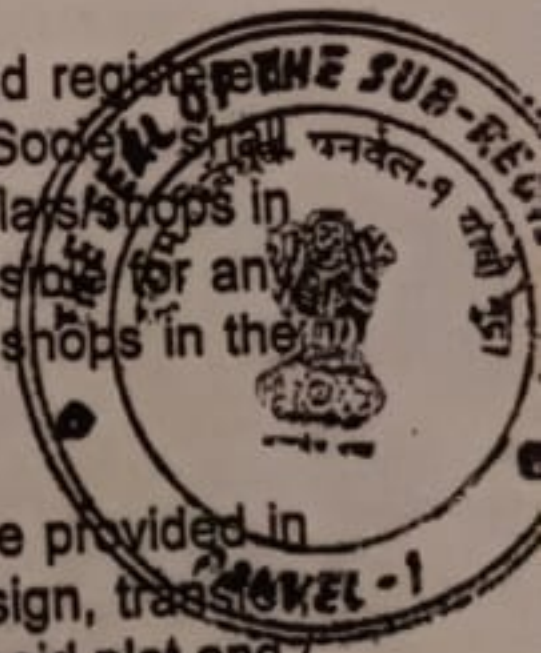


[Handwritten signature]

[Handwritten signature]

| | | |
|------|---|----|
| प | व | ल |
| ३६६५ | | |
| ९३ | | २५ |

- 20) The flat/shop purchaser/s along with other purchaser of flat/ shop / parking space in the said building "GURU-ASHISH" shall form a Co-operative Society or Association of Apartment Owners or Limited Company to be known as the "GURU-ASHISH" Co-operative Housing Society or After formation of the said Co-operative Housing Society or Association of Apartment Owners or Limited Company and after completion of the building and receipt by the promoters of the full price of all the flats/shop the promoters shall request, call upon and make the said PROMOTER to execute the necessary conveyance or assignment of the lease of the said plot of land in favour of such co-operative Housing Society or Association of Apartment Owners or Limited Company. Such conveyance as also the rules of the Co-operative Housing Society or Association of Apartment Owners or Limited Company may adopt at its inception and the regulations and by-laws of the proposed Co-operative Housing Society or Association of Apartment Owners or Limited Company shall be prepared and / or approved by the advocates of the promoters a costs and expenses including professional cost of the advocates of the promoters in connection with the formation of a Co-operative Housing Society or Association of Apartment Owners or Limited Company and the stamp and registration charges and all other incidental charges of the said conveyance shall be borne by all the flat/shop purchaser/s and/ or members of such Co-operative Housing Society and / or Association of Apartment Owners or Limited Company. It is made clear that the promoters shall not be liable to pay any stamp duty or registration charges in respect of the conveyance or assignment of lease deed of the said plot of land and building in favour of the said Society or Association of Apartment Owners or Limited company as aforesaid. It is also made clear that in no case promoters shall execute the separate deed of conveyances in respect of the separate premises.
- 21) In the event of the Co-operative Housing Society or Association of Apartment Owners or Limited Company being formed and registered before the sale and disposal by the promoters of all the flats /shops and other premises in the said building the power and the authority of the Co-operative Housing Society or of such Association or Limited Company of the purchaser of premises shall be subject to the over all authority and control of the promoters over any or all of the matters concerning the said building and in particular the promoters shall have absolute authority and control as regards the unsold flats / Shop and other premises and the disposal thereof.
- 22) In the event of the Co.op-Hsg.Society being formed and registered before sale of the flats/shops in the said building the Society shall bear the cost of the maintenance charges of the unsold flats/shops in the said building and promoters herein have no responsibility for any payment of maintenance charges of on sold flat/s and shops in the said building.
- 23) Notwithstanding anything herein contained or otherwise provided in this agreement, promoters shall be at liberty to self assign, transfer or otherwise deal with its rights, title and interest in the said plot and / or in the said building constructed or to be constructed thereon in any manner whatsoever provided. However that this right of the promoters shall in no way after or prejudice the rights of the flat/shop



| | |
|------|----|
| २६६५ | १० |
| ७२१ | |

[Handwritten signature]

[Handwritten signature]

purchaser/s shall also observe and perform all the stipulation & and conditions laid down by the Society or Limited Company regarding the Occupation and use of the flat/shop in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

- (k) Till a conveyance of building in which the flat/shop is situated is executed the flat/shop purchaser/s shall permit the Promoter and their surveyors and agents, with or without workmen and others at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and conditions thereof.
- 24) The flat/shop purchaser/s shall use the said premises of the flat/shop as residence/ commercial premises only, as the case may be, and in case of car parking / space, for parking of motor vehicle only and in case of any other purposes as may be authorized by the promoters in writing and as may be permissible by law and / or CIDCO or any other concerned authority in that behalf and which is not likely to cause nuisance or annoyance to the other occupiers of the said building and/ or the owners and occupiers of the neighboring properties and shall not be used for any illegal or immoral purposes. The flat/shop purchaser/s hereby indemnifies the promoters against the costs and consequences of any action initiated by anyone (including any authority in law) against the misuse of his / her / their premises or rights under this agreement.
- 25) The flat/shop purchaser/s shall not store in the said premises goods hazardous or combustible nature or which are too heavy to affect the construction of stability of structure of the said building.
- 26) The flat/shop purchaser/s only for a parking space / open space / garage / in the said building shall not be entitled to be an ordinary member of the Society or Association of Apartment Owners or Limited Company, but only an associate member to whom shall be granted a lease of such parking space / garage / open space / terrace / garden at a rent equivalent to the proportionate outgoings taxes etc. payable in respect of the parking spaces / garages / terraces / gardens / open spaces.
- 27) a) The flat/shop purchaser/s shall from the date of possession maintain the said premises at his / her own cost in good tenantable repair and condition and shall not do or suffer to be done anything in or to the said building or the said premises, staircases and common passages which may be against the rules, regulations or by-laws of the CIDCO or any other authority nor shall the flat/shop purchaser/s change, alter, or make additions in or to the said premises or building or any part thereof. The flat/shop purchaser/s shall be responsible for any breach of this provision.
- 28) The flat/shop purchaser/s shall not let, sub-let, transfer or assign any part with the possession of the said premises

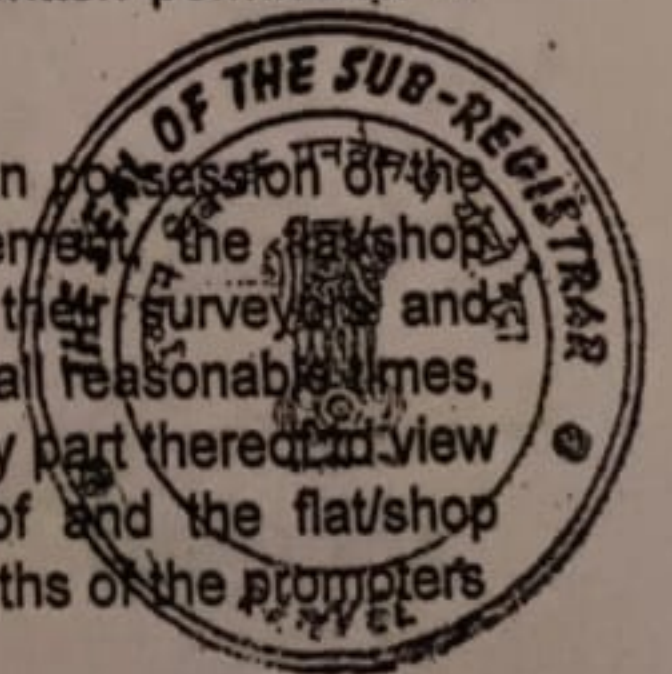


| |
|-----------|
| ए ए एन |
| ३६६५ ३००७ |
| २५ २५ |

[Handwritten signature]

[Handwritten signature]

- (i) Until all the dues payable by him/her/them to the promoters under this agreement are first fully paid up.
- (ii) Only if the flat/shop purchaser/s has/have not been guilty of breach of or non-compliance with any of the terms and conditions of this agreement, and.
- (iii) Until he / she / they obtain prior consent of the promoters in writing.
- 29) The flat/shop purchaser/s and the persons to whom the said premises is let, sub-let, transferred, assigned or given possession of shall from time to time sign all applications, papers and documents and do all such acts, deeds and things as the promoters and / or the Co-operative Housing Society and / or Association of Apartment Owners and / or Limited Company may require for safeguarding the interests of the promoters and/ or the Co-operative Housing Society and / or Association of Apartment Owners and / or Limited Company, and / or of the other flat/shop purchaser/s in the said building.
- 30) a) The flat/shop purchaser/s shall carry out-all internal repairs of his / her premises agreed to be acquired by his / her cost and maintain it in the same condition, stage and order in which it is delivered to him/ her at his / her/their own cost and that he / she/they shall not do or suffer to be done, anything in or to the said building or the said flat/shop which may be against the rules and regulations and by-laws of the CIDCO and /or other public authorities and he /she/they alone shall be responsible to the CIDCO and / or other public authorities for anything so done in connection with the said building and / or the said premises and shall be liable for the consequences thereof.
- b) The flat/shop purchaser/s shall not at anytime demolish or cause to be demolished the said premises or any part thereof agreed to be acquired by him nor shall at anytime make or cause to be made any addition or alteration of whatever nature to the said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said premises to be acquired by him. The flat/shop purchaser/s hereby covenants to keep the partition walls, sewers drains, pipes and appurtenances thereto in good conditions and in particular so as to support shelter and protect the parts the said building other then his/her premises. The flat/shop purchaser/s further covenants not to disturb / chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. pillars or other structural portions without the prior written permission of the promoters and the CIDCO.
- 31) After the flat/shop purchaser/s may have taken possession of the premises under the provisions of this agreement, the flat/shop purchaser/s shall permit the promoters and their surveyors and agents with or without workmen and others at all reasonable times, to enter into and upon the said premises or any part thereof to view and examine the state and condition thereof and the flat/shop purchaser/s shall make good, within three months of the promoters



| | |
|-------|-----|
| प व ल | |
| ३६६५ | १०७ |
| १६ | २५ |

[Handwritten signature]

[Handwritten signature]

outside color scheme of the building in which the Flat/shop is situated and shall keep, the portion, sewers, drains pipes in the Flat/shop and appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the flat/shop is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC, parties or other structural members in the Flat/shop without the prior written permission of the promoter/ and or the Society or the Limited Company.

- (e) Not to permit to be done any act or thing which may render void or void able any insurance of the said land and building in which the flat/shop is situated any or part thereof whereby any increase of premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, garbage or other refuse or permit the same to be thrown from the Window / Balcony in the compound or any portion of the same land and the building in which the flat/shop is situated.
- (g) Pay to the Promoter within Seven days from demand by the Promoter, his/her/their share of security deposit by concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/shop is situated.
- (h) To bear and pay increase in local taxes, water charges, insurance and such other levis, if any which are imposed by the concerned local authority and / or Government and / or other public authority, on account or change of user of the flat/shop by flat/shop purchaser/s viz. user for any purposes other than for residential purpose.
- (i) The flat/shop purchaser/s shall not let, sub-let, transfer, assign or part with flat/shop purchaser/s interest of benefit factor of this agreement or part with the possession of the flat/shop until all the dues payable by the flat/shop purchaser/s to the promoter under this Agreement are fully paid up and only if the flat/shop purchaser/s had not been guilty of breach of or non observance of any of the terms and conditions of this agreement and until the flat/shop purchaser/s has intimated in writing to the promoter.
- (j) The flat/shop purchaser/s shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats/shop therein and for the observance and performance of the building Rules, regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The flat/shop



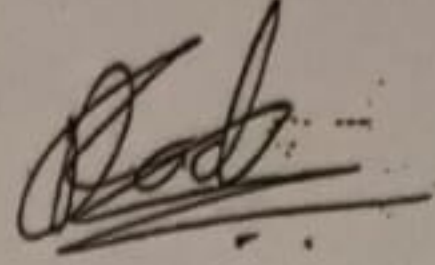
| | | |
|------|---|----|
| प | द | ल |
| ३६६५ | | ०७ |
| १४ | | २५ |

[Handwritten signature]

[Handwritten signature]

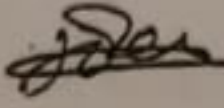
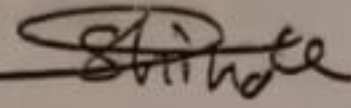
SIGNED SEALED AND DELIVERED BY
The within named FLAT/SHOP
PURCHASER/S

SHRI/SMT. Dinesh Anandrao
Kadam



FLAT/SHOP
PURCHASER/S

In the presence of

- 1) J. V. Parab 
2) S. R. Shinde 

RECEIPT

RECEIVED a sum of Rs. 35,000/- (Rupees Thirty Five
Thousand only only)

From within named flat/shop purchaser/s paid by Cash/cheque
No. 910841 dated 17/03/07 drawn on Bank
Citibank Branch —

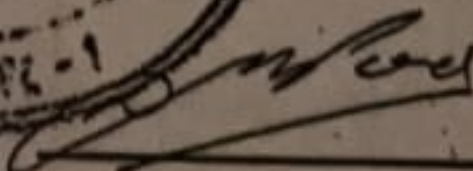
being advance /part payment towards the sale price in respect of flat/or
shop No. 405 on the Fourth floor of — of B wing the
building "GURU-ASHISH" to be constructed on Plot No.35 sector No.1E,
Kalamboli , Navi Mumbai as agreed under these presents.

WE SAY RECEIVED

Rs. 35,000/- only

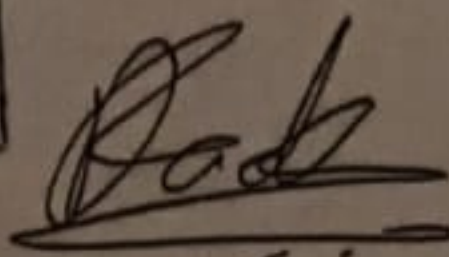


TULSI DEVELOPERS

 PARTNER

PROMOTER

| |
|----------|
| प त ल |
| ३६६५ ३०७ |
| २८ / २७ |



giving a notice in writing, which shall be given by the promoters to the flat/shop purchaser/s and also for the purpose of repairing any part of the building and for the purpose of making, repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, pipes, cables, water courses, gutters, wires, partition walls or structure of other conveniences belonging to or serving or for the said building, and also for the purpose of laying, wires and cables and for similar other purposes and for all, other purposes contemplated this agreement.

- 32) This Agreement shall always be subject to the provisions of maharashtra ownership flat Act and rules made thereunder to.
- 33) All letters, receipts and or notices issued by the promoters dispatched under Certificate of posting / Registered post A.D. to the address known to the of the Flat/ Shop purchaser will be sufficient proof of receipts of the same by the flat/shop purchaser/s and shall completely and effectually discharge the promoters. For this purpose the flat/shop purchaser/s has/have given the following address:-Mr./Mrs. Dinesh Ananddas Kadhwa
X-504 Jalvayu Defence Enclave, Phase II & III
Sector-20 Kharghar Navi Mumbai 410210

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS, THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

THE SCHEDULE ABOVE REFERED TO :

ALL THAT piece and parcel of a plot of land bearing Plot No.35 Sector No-1E, total admeasuring area 1637.78 sq.mtr allotted under 12/5% Scheme (GES) lying at village – Kalamboli, Tal- Panvel Dist Raigad The said Plot No.35 at Sector No. 1E is bounded as under:-

On or towards East :- Play Ground

On or towards West :- Prop. 11.00 Mtrs. Wide Road.

On or towards South :-Plot No.29

On or towards North :-Prop. Path way.

Signed sealed and delivered by
The within named PROMOTERS

M/S.TULSI DEVELOPERS
(A partnership firm)

Through its partner

SHRI. Nikunj R. Patel

For M/S. TULSI DEVELOPERS



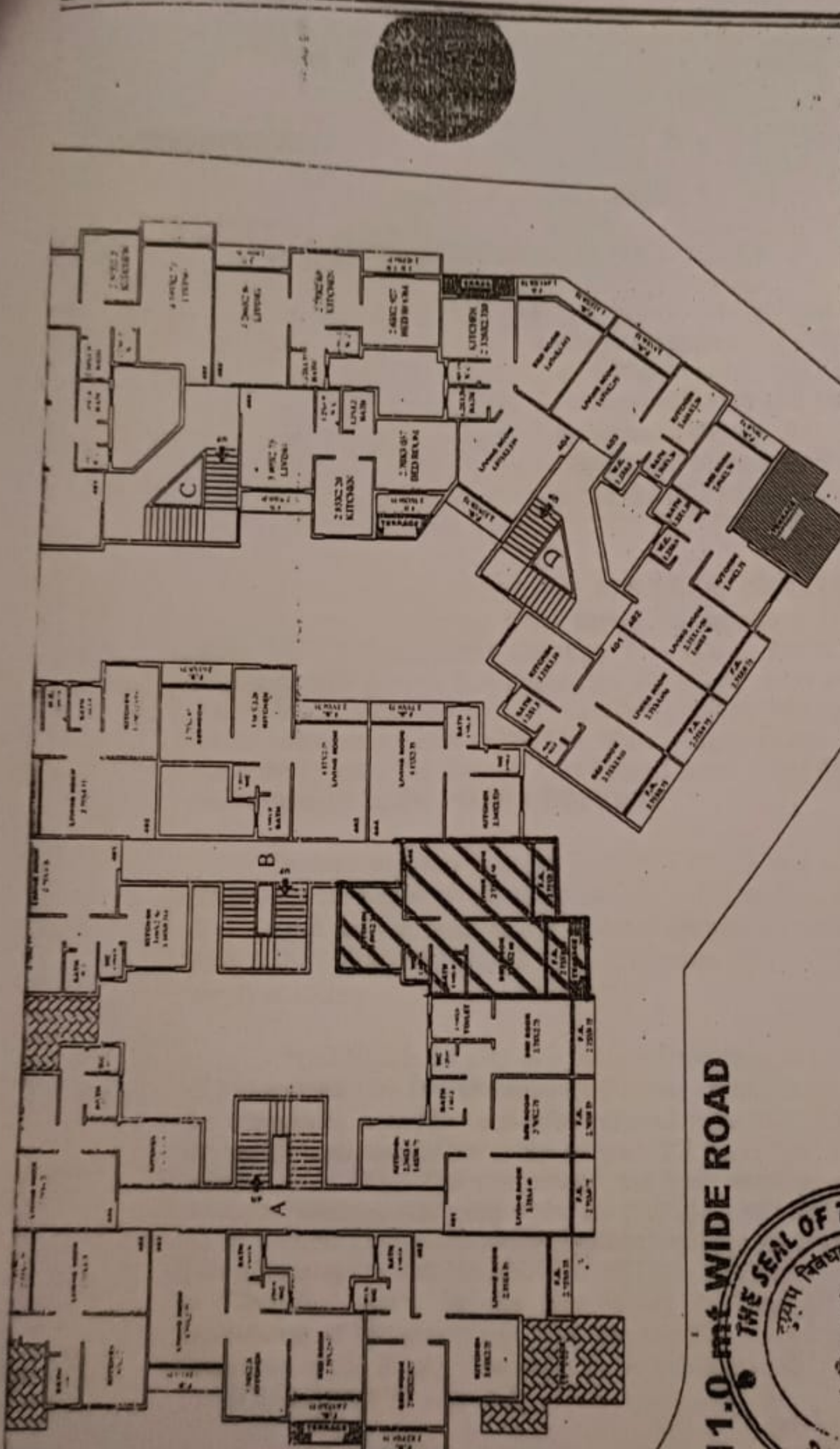
Nikunj R. Patel

PROMOTER

| |
|----------|
| प ल ल |
| २६६५/१३७ |
| १० / २४ |

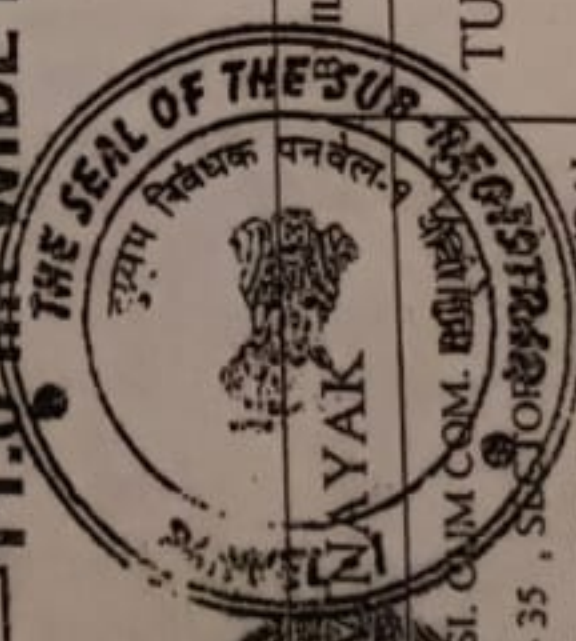
Nikunj R. Patel

Nikunj R. Patel



प न ल
 २६६५ १००७
 २० / २७

11.0 m wide ROAD



BUILDERS & DEVELOPERS

TULSI DEVELOPERS

PROPOSED RESI. COM. MUMBAI
 ON PLOT NO - 35, SEC 9 OF PWD
 NODE - KALAMBOLI, NAVI MUMBAI.

NAME & SIGNATURE OF FLAT PURCHASER

NAME & SIGNATURE OF DEVELOPERS

Nikunj. R. Patil

[Signature]

FLAT NO :- 405

FLOOR :- Fourth

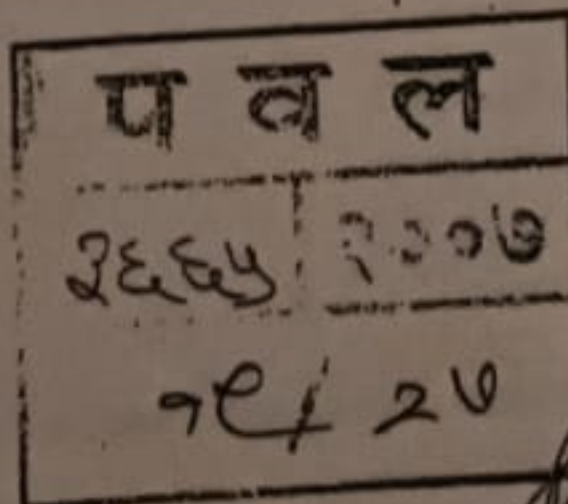
FLAT AREA :-

FOURTH FLOOR PLAN

LIST OF AMENITIES FOR "GURU-ASHISH"

Specification and Amenities For the FLAT/SHOP:-

1. Structure to be R.C.C. Framed.
2. External finished with sand faced cement plaster and internal and internally neeru finished plaster with three coats of lime wash
3. Wood doorframe and flush type shutters for entrance and bedroom doors
4. Flooring :-
 - a) Spartek tiles in all Room & Bedroom
 - b) WC. flooring in ceramic tiles
5. Dado :-
 - a) Ceramic tiles upto door height in bathrooms
 - b) Ceramic tiles upto 3' height in toilet
 - c) Ceramic tiles upto 2' above kitchen platform
6. Green marbel kitchen platform with stainless steel sink
7. Sufficient lofts in kitchen & Bathroom.
8. Kaddappa frame and Sintex door for bathroom and WC.
9. Aluminium sliding windows with Kaddappa sill
10. Concealed electrification with copper wire with adequate light and power points
11. Concealed plumbing
12. Telephone & Antenna point in living room
13. Under ground and overhead water tank.
14. White Marble Frame work in all window and Sal-Wood Framework in all door.
15. Parking in stilts and paved area



Shekhar G. Wani

B.Com. LL.B.
ADVOCATE HIGH COURT

Continuation Sheet No. 2

2

AND WHEREAS By allotment letter No. CIDCO /LAND/___/Satyo/ Kalamboli/ 69+72/2004 dated 09/08/2004 and By an agreement to Lease dated 12/09/2004 executed between CORPORATION AND SHRI. GIRDHAR BALDEV BAJAJ AND SMT. PUSHPABAI BABURAO BHAGAT AND OTHERS (hereinafter referred to the said "ORIGINAL LICENSEES") for Plot No. 35 admeasuring area about 1637.78 Sq.Mtr.at:-Sector No-1E Kalamboli Node Dist.Raigad, and the same Agreement to lease is registered under serial No. 7016/2004 dated 30/09/2004 In the office of SRO-Panvel-Uran-II, also delivered the possession of the said Plot to said SHRI. GIRDHAR BALDEV BAJAJ AND SMT. PUSHPABAI BABURAO BHAGAT AND OTHERS for proper consideration

Pursuant to the the application of original Licensees SHRI. GIRDHAR BALDEV BAJAJ AND SMT. PUSHPABAI BABURAO BHAGAT AND OTHERS for transfer of the said Plot No.35 at Sector No.1E of Kalamboli Node the CIDCO has granted a order for transfer of the said Plot vide letter No.CIDCO/Vasahat/Satyo/T.V/697/2005 dt.20/04/2005.

By Tripartite agreement dated. 10/01/2005 made between CORPORATION AND SHRI. GIRDHAR BALDEV BAJAJ AND SMT. PUSHPABAI BABURAO BHAGAT AND OTHERS as a original licensees AND M/S.TULSI DEVELOPERS, as a Substituted Licensees and the same Tripartite Agreement is registered under serial No.1651/2005 on dated.15/02/2005 In the office of SRO-Panvel-Uran-II. The corporation has transefered the said property in favor of M/S.TULSI DEVELOPERS, (A Partnership firm) in the records of CIDCO

AND WHEREAS in pursuance of the application of Architect of M/S.TULSI DEVELOPERS, the CIDCO LTD. has granted Development permission on dated 11/05/2004 and also approved a Building Plan of proposed building vide Letter No.CIDCO/BP/ATPO/726 Dt. 11/05/2005. The CIDCO has also issued a commcement certificate to M/S.TULSI DEVELOPERS, Vide certificate No. CIDCO/ATPO/726 Dt. 11/05/2005.

On the basis of the relevant documents submitted to me, I hereby certify that, the title of M/S.TULSI DEVELOPERS (A Partnership firm) to the said Plot No. 35 Sector No-1E, in Kalamboli Node admeasuring area about 1637.78 sq.mtr. is free, clear, legal, marketable and without any encumbrances, subject to the conditions incorporated in the said Agreement to lease dated 12/09/2004 and Tripartite Agreement dated 10/01/2005 in respect of Plot No. 35 at Sector No- 1E in Kalamboli .

Dated this 20th May, 2005.

Place-Panvel

| |
|-----------|
| प व ल |
| २६६५/२००७ |
| २२/२० |

Shekhar G. Wani.
Advocate.

Shekhar G. Wani

B.Com. LL.B.
ADVOCATE HIGH COURT
(Regd. No. MAH - 930 / 86)

09, Jashwantrao Complex, 1st Flr, Vishraji Naka,
Above TVS Service Centre, Panvel - 410 206, Dist. - Raigad

Phone : 2745 6229 / 2748 3508
Telefax : 2745 0472, Mobile : 9322830179
E mail : shekhar_wani@hotmail.com

OUTWARD REGISTER NO. >

Date:- 20th May 2005.

TITLE - CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

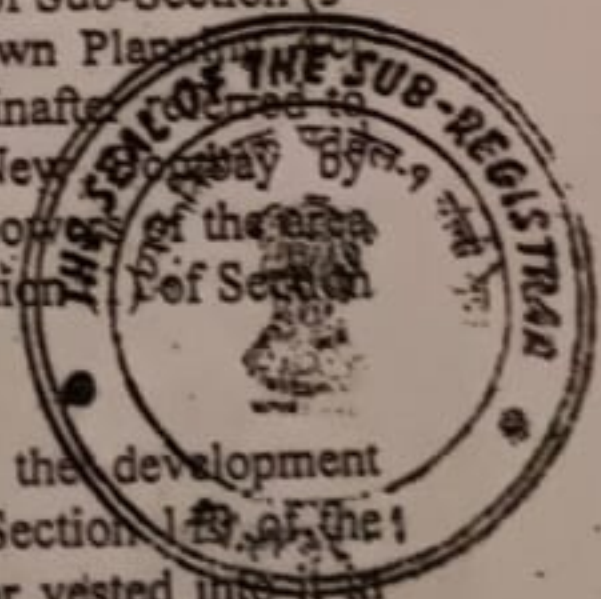
Ref:-In respect of a Plot No.35
admeasuring area 1637.78.sq.mtrs
at Sector No.1E of Kalamboli
Node (GES) lying and situated at
Kalamboli Village, Tal- Panvel,
Dist Raigad hereinafter referred to
as the 'SAID PROPERTY'

At the request of my client **M/S.TULSI DEVELOPERS**,
(A Registered Partnership firm) having its registered Office at-
Shop No. 11 Indraprastha Complex Plot No. 1 Sector No. 10
Khada Colony Panvel, I **Shri.Shekhar G. Wani, Advocate High
Court** investigated the title of a landed property bearing a Plot
No.35 admeasuring area 1637.78 Sq.Mtrs. lying at Sector No.1E of
Kalamboli Node, Tal. Panvel, Dist Raigad (hereinafter for brevity
sake referred to as the "**SAID PROPERTY**"))

The said property is in the limits of CIDCO, and also in the
limits of Sub Registrar of Assurance-Panvel-Uran-II, Tal-Panvel
Dist Raigad, on the basis of the relevant documents produced by
M/S.TULSI DEVELOPERS (A Partnership firm). I hereby
certify as under:

WHEREAS the City & Industrial Development Corporation
of Maharashtra Ltd. Is a Government Company within the meaning of
the Companies Act,1956 hereinafter referred to as "**CIDCO LTD.**"
having its registered office at the Nirmal, 2nd floor, Nariman Point,
Mumbai -400 021. The Corporation has been declared as a New
Town Development Authority under the provisions of Sub-Section (3-
A) of Section 113, Maharashtra Regional and Town Planning Act,
1966 (Maharashtra Act No.XXXVIII of 1966 hereinafter referred to
as "The Said Act") for the New Town of New Panvel by the
Government of Maharashtra in the exercise of its powers conferred
designated as site for the New town under Sub-Section 113 of the said-MRTP Act.

AND WHEREAS by virtue of being the development
Authority the Corporation has empowered under Section 113 of the
said Act to dispose off any land acquired by its or vested into it in
accordance with the proposal approved by the State Government of
Maharashtra under the said M.R.T.P.Act.



| | |
|---------|------|
| प व ल | |
| २६६५ | २००७ |
| २७ / २५ | |

Wani
na

CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD.COMMENCEMENT CERTIFICATE

Permission is hereby granted under section-45 of the Maharashtra Regional and Town Planning Act., 1966 (Maharashtra XXIV) of 1966 to _____

M/S. Tulsi Developers.

Unit/Plot No. 35 Road No. - Sector I-E Node Kalamboli of

Navi Mumbai. As per the approved plans and subject to the following conditions for the development work of the proposed Residential building (G+4) str.

Comm. BUA = 249.955 m² } Total Net BUA = 2454.115 m²

Resi BUA = 2204.16 m²

(Nos. of Residential Units 74 Nos. of Commercial units 20)

1. This Certificate is liable to be revoked by the Corporation if :-

- 1(a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the Sanctioned plans.
- 1(b) Any of the conditions subject to which the same is granted or any of the restrictions imposed upon by the Corporation is contravened.
- 1(c) The Managing Director is satisfied that the same is obtained by the applicant through fraud or Misrepresentation and the applicant and/or any person deriving title under him, in such an event shall be deemed to have carried out the development work in contravention of section-43 or 45 of the Maharashtra Regional and Town Planning Act-1966.

2. The applicant shall :

- 2(a) Give a notice to the Corporation for completion of development work upto plinth level, atleast 7 days before the commencement of the further work.
- 2(b) Give written notice to the Corporation regarding completion of the work.
- 2(c) Obtain Occupancy Certificate from the Corporation.
- 2(d) Permit authorised officers of the Corporation to enter the building or premises, for which the permission has been granted, at any time for the purpose of ensuring the building control Regulations and conditions of this certificate.

3. The structural design, building materials, installations, electrical installations etc. Shall be in accordance with the provision (except for provision in respect of floor area ratio) as prescribed in the National Building Code or and / or GDCRs - 1975 in force.

4. The Certificate shall remain valid for period of 1 year from the date of its issue, thereafter revalidation of the same shall be done in accordance with provision of Section-48 of MRTP Act- 1966 and as per regulation no.16.1(2) of the GDCRs - 1975.

