



Wednesday, September 14, 2005

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पावती क्र. : 491

दिनांक 14/09/2005

गावाचे नाव खारघर

दस्तऐवजाचा अनुक्रमांक पवल3 - 03048 - 2005

दस्ता ऐवजाचा प्रकार करारनामा
करारनामा

सादर करणाराचे नाव: राजेंद्र मुरलीधर गोडबोले - -

नोंदणी फी

:- 21750.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (53)

:- 1060.00

एकूण रु.

22810.00

आपणास हा दस्त अंदाजे 2:23PM ह्या वेळेस मिळेल

दुय्यम निबंधक
सह दु.नि.पनवेल 3

बाजार मुल्य: 1433500 रु. मोबदला: 2175000रु.

भरलेले मुद्रांक शुल्क: 114250 रु.

मूळ दस्त परत मिळाला

पक्षकाराची सहा:

मूळ दस्त परत दिनांक 14/9/05

दुय्यम निबंधक,

दुय्यम निबंधक, पनवेल-3

AGREEMENT FOR SALE

THIS AGREEMENT made at Kharghar, Navi Mumbai, on this 13rd day of SEP 2005, BETWEEN M/S.CREATIVE ENTERPRISES a registered Partnership Firm under Indian Partnership Firm Act 1932 (Through its Partner SHRI.VITHAL J. CHOPDA & having its registered office at 22/23, Crystal Plaza, Sector-7, Kharghar, Navi Mumbai, Dist.Raigad (hereinafter referred as 'THE DEVELOPER' which expression shall unless it be repugnant to the context or meaning thereof shall mean and include her heirs, executors, administrators attorney and assign of the ONE PART and MR. RAJENDRA MURLIDHAR GODBOLE & MRS. YASHODHARA RAJENDRA GODBOLE adults Indian

ICICI Bank Ltd. Vypar Shetya
 APMC Grain Market, Vypar Shetya
 401 001, Mumbai - 400 001
 Dist. Raigad, Maharashtra - 417 005
 Officer
 Mr. Meeth Shetty
 ICICI Bank

INDIA
 STAMP DUTY MAHARASHTRA
 R. 0114250/- P. 5252
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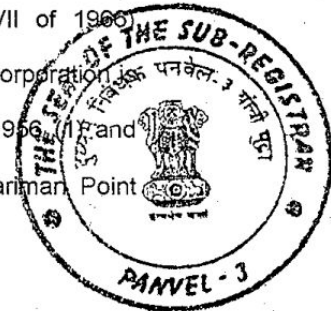
ICICI BANK LTD, FORT FRANKING DEPOSIT SLIP	Customer Copy	
	Deposit Br. <u>Fort CMD</u>	Date: <u>13/9/05</u>
	Pay to: ICICI Bank A/c Stamp only	
	Franking Value	Rs. <u>1,14,250/-</u>
	Service Charges	Rs. <u>10</u>
	Total	Rs. <u>1,14,260/-</u>
	Name of Stamp duty paying party: <u>Rajendra M. Godbole</u> <u>Nerul</u>	
	DD / Cheque No.	<u>101386</u> <u>101387</u> <u>101385</u>
	Drawn on Bank <u>Bank of Mah</u> <u>Turbhe</u>	
	<small>(For Bank's Use only)</small>	
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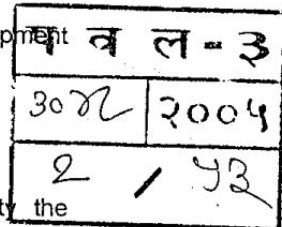
inhabitant & at present residing at E4/4:4, BHIMA SHANKAR, CHS. LTD, PLOT NO. 13, SECTOR - 19 'A' , NERUL, NAVI MUMBAI - 400106. (Hereinafter referred as 'THE PURCHASERS' which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrator, attorney and assigns) of the OTHER PART.

WHEREAS:

1. The City Industrial Development Corporation of Maharashtra Limited (CIDCO Ltd.) is a Government undertaking (hereinafter referred as "THE CORPORATION") THE Corporation is a new Town development authority declared for the area designated as the Site for the new town of Mumbai by the Government of Maharashtra in exercise of its powers under Sub-Section (1) and (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act 1966 (Maharashtra XXXVII of 1966) (hereinafter referred as "THE SAID ACT") The said Corporation is a Company established under the Company's Act 1956 and having its registered office at Nirmal, 2nd Floor, Nariman Point Mumbai - 400 021.



2. The State Government in pursuant to Section 113-A the Maharashtra Regional Town Planning Act (hereinafter referred as "MRTP ACT") acquired the land vested in City and Industrial Development Corporation of Maharashtra Ltd., for its development and disposal.



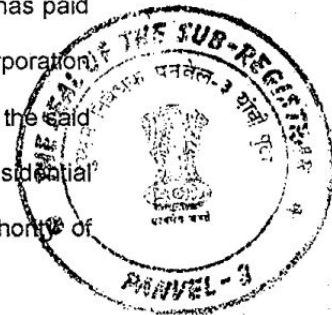
3. By virtue of being the Development Authority the Corporation has been empowered under Section 118 of the said Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act.

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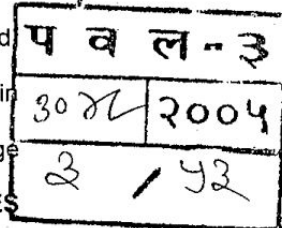
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4. BY AN AGREEMENT to Lease on 30th April 2003 between the Corporation of ONE PART and SHRI.MAUJJAM MAKSOOD BHAJI & SHRI.IBRAHIM MAKSOOD BHAJI of the SECOND PART, the Corporation has leased Plot No.57, admeasuring about 6950.86 Sq. Mtrs. at Sector-20, Kharghar, Navi Mumbai, Tal. Panvel & Dist.Raigad under 12.5%G.E.S. Scheme (hereinafter referred as THE SAID PLOT) to SHRI.MAUJJAM MAKSOOD BHAJI & SHRI.IBRAHIM MAKSOOD BHAJI in consideration of a premium of Rs.88,375/- (RS.EIGHTY EIGHT THOUSAND THREE HUNDRED AND SEVENTY FIVE ONLY) subject to observance of the terms and conditions mentioned in the said Agreement to Lease.

WHEREAS the abovenamed Original Licensee has paid the said premium in full to the Corporation and the Corporation granted permission of license to the Lessee to enter upon the said land for the purpose of erecting Commercial-cum-residential buildings as per plan approved by the concerned authority of CIDCO Ltd.



AND WHEREAS the said Original Lessee/Licensee Mr.Maujjam Maksood Bhajji & Mr.Ibrahim Maksood Bhajji has sold transferred, assigned & relinquished all their leasehold rights in respect of the said plot No.57, Situated at Sector-20, in village Kharghar, Navi Mumbai, Dist.Raigad, to M/S.SAHYOG HOMES (therein referred as the NEW LICENSEE for proper consideration Vide Tripartite Agreement dated 15th January 2004 executed between 1) M/S.CIDCO Ltd.2) SHRI.MAUJJAM MAKSOOD BHAJI & SHRI.IBRAHIM MAKSOOD BHAJI (Original Licensee) & M/S. SAHYOG HOMES (through its partners 1) Mr.Balkrishna B. Jadhav, 2)Mrs.Shyama B.Jadhav, 3) Mr.Balkrishna B.Jadhav (HUF) & 4) Mr.Yogesh B.Jadhav, (New Licensee) and registered



(Handwritten signatures)

at Sub-registered office Kharghar/ Panvel, Vide Document No.URAN-381/2004 Dated 15th January 2004.

AND WHEREAS inturn the New Licensee **M/s. Sahyog Homes** has sold, transferred, assigned & relinquished all their leasehold rights in respect of the said plot No.57, Situated at Sector-20, in village Kharghar, Navi Mumbai, Dist.Raigad, to **M/S.CREATIVE ENTERPRISES** (therein referred as the PRESENT LICENSEES for proper consideration Vide Tripartite Agreement dated 28th January 2005 executed between 1) **M/S.CIDCO Ltd.** 2) **M/S. SAHYOG HOMES** (New Licensee) & 3) **M/S.CREATIVE ENTERPRISES** (through its partners **SHRI.TULSHIDAS KHIMJI SENGHANI (PATEL) & SHRI.VITHAL JETHALAL CHOPDA**) and registered at Sub-registered office Panvel, Dated 28th January 2005, Vide Document No.URAN-00970/ 2005 & Receipt No. 969.

AND WHERAS the Corporation has transferred the said plot in the names of **M/S.CREATIVE ENTERPRISES** vide its letter bearing No. **CIDCO/ESTATE/ LAND/ KHARGHAR/433-E** Dated 4th February 2005.

AND WHEREAS the said New Licensee handed over the peaceful vacant possession of the said Plot No.57 to the PRESENT LICENSEES/DEVELOPERS.

AND WHEREAS by the virtue of the said Tripartite Agreement Dated 28th January 2005 **M/S.CREATIVE ENTERPRISES** is in lawful possession of the said Plot No.57 Situated at Sector-20, Kharghar, Navi Mumbai (more particularly described herein under SCHEDULE-I)

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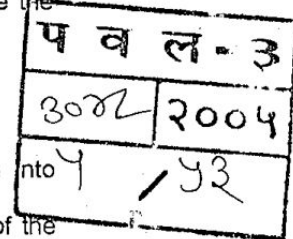
AND WHEREAS the Developer has through its Architect M/s. VISTAAR have prepared building plans by proposing to construct two wings of residential-cum-commercial buildings each of Ground plus Sixteen upper floors, hereinafter collectively called the said COMPLEX. The Developers has submitted to the CIDCO Ltd and other authorities the building plans, specifications and designs for the said plot. CIDCO Ltd has sanctioned the building plans, specifications and designs submitted by the Developers and granted to the Developer the Commencement Certificate and Development permission vide its Letter No. No.CIDCO/ATPO/166 Dated 4th February 2005.

AND WHEREAS THE SAID DEVELOPERS commenced the construction of the building thereon namely "TWINS" consisting of the GROUND PLUS SIXTEEN UPPER FLOORS ONLY as per the plan and specifications duly approved by the Town Planning Authority of CIDCO Ltd.

AND WHEREAS THE DEVELOPERS alone have sole and exclusive right to sell and dispose off the Flat on ownership basis in the said building to be constructed by the DEVELOPERS on the said land and to enter into Agreement with the Purchasers of the said Flat etc and to receive the sale flat etc, and to receive the sale price in respect thereof.

AND WHEREAS THE DEVELOPERS are entering into separate Agreement with several other persons in respect of the other Flat in the said building to be constructed by the DEVELOPERS on the said Plot.

AND WHEREAS THE PURCHASERS demanded from the DEVELOPERS and the DEVELOPERS have given inspection to the purchaser of all the documents of title relating to the said plot



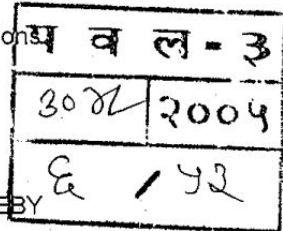
and the plans, designs and specifications prepared by the "ARCHITECTS" and of such other documents as are specified under the Maharashtra Ownership Shop Act 1963 (hereinafter referred to as "THE SAID ACT" and the rules made there under.

AND WHEREAS "The Certificate Of Title" in respect of the said land issued by R.R.SHARMA Advocate has been inspected by the Purchaser.

AND WHEREAS on satisfying himself about the plans and other terms and conditions including the Title, the Purchaser has approached the developer and hereby agrees to purchase Flat No. 902, on the 9th Floor in A-wing admeasuring carpet area about 990 Sq.ft. (i.e. 92 Sq.Mtrs.), and built up area is 1188 Sq.ft. (i.e. 110.41 Sq.mtrs.) Chargeable terrace Built up area is 35 Sq.ft. (i.e. 3.25 Sq.mtrs.) or thereabouts. This carpet area is of unfinished wall surface in the building on a Plot of land being constructed thereof on certain terms and conditions, for a total consideration of Rs.21,75,000/- (RS. TWENTY ONE LAC SEVENTY FIVE THOUSAND ONLY).



AND WHEREAS THE DEVELOPERS agreed to sell Flat No. 'A' 902, on the 9th floor at a price and on the terms and conditions hereinafter appearing.

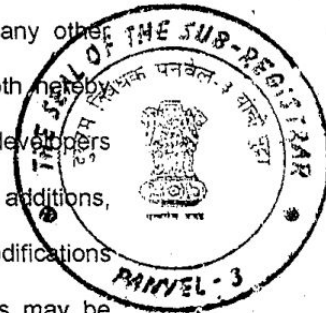


NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. This agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963, and the Maharashtra Ownership Flats Rules, 1964 or any

amendment there in or re-enactment thereof for the time being in force or any other provisions of law applicable from time to time.

2. The Developers shall under normal conditions construct a building on the said plot in accordance with the said plans and specifications approved and sanctioned by CIDCO Ltd., and other concerned authorities with variations and modifications as the Developer may consider necessary or desirable as may be required by the CIDCO Ltd or Public Body or Authority or Developer himself to be made by them and / or any other changes or alteration which the developers in their absolute discretion deem fit either in the whole Building or part thereof in the premises and the purchaser hereby give irrevocable consent to the Developers to incorporate all such changes, modifications etc as may be required by CIDCO Ltd., or any other authority or the Developer. The Purchaser doth hereby specifically agree with the Developers that the developers shall be entitled to make any such changes, additions, variations, alteration, amendments and modifications therein as they may consider necessary or as may be required to be done/considered proper by CIDCO Ltd or any other local /public body/authority or the Developer for which the Purchaser has given his full free and complete consent.



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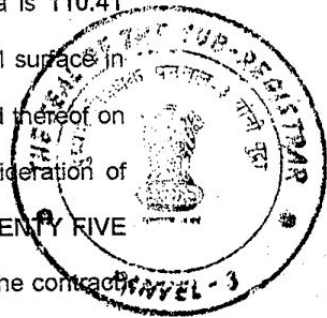
The said plans and specifications have been kept at the office of the Developers for inspection.

3. The Purchaser has, prior to execution of this Agreement satisfied himself about the title of the Developer to the said plot described in the Schedule hereunder written and the

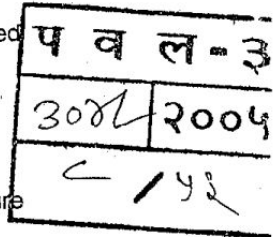
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Purchaser shall not be entitled to further investigate the title of the Developer and no requisitions or objections shall be raised on any matter relating thereto.


4. The Purchaser hereby agrees to purchase Flat No. 'A' 902, on the 9th Floor, in A-wing, ad-measuring about 92 Sq.Mtrs. Carpet Area or thereabouts. A typical floor plan of the building De-marking the same is annexed hereto and marked in Annexure B (hereinafter referred to as the said premises). For the calculation of Registration and Stamp duty of this document the built up area is 110.41 Sq.Mtrs. The carpet area is of unfinished wall surface in the building on a Plot of land being constructed thereof on certain terms and conditions, for a total consideration of Rs.21,75,000/- (RS. TWENTY ONE LAC SEVENTY FIVE THOUSAND ONLY). (Time being essence of the contract) which shall be paid by the Purchaser to the Developer as per the Schedule mentioned in Annexure B.



5. The Developers have agreed to provide the amenities in the said premises as per the List of Amenities attached hereto and marked with Annexure A.



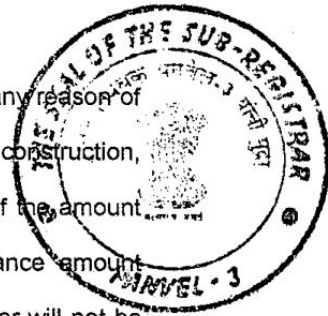
6. The time for payment of all the installment as per Annexure hereto is an essence of contract. Whether the Purchaser is availing the loan facilities from any financial institution or not, the Purchaser has unconditionally agreed to pay all the above installment due within 10 days from the due date, failing which the purchaser shall pay financial charges at the rate of 24% p.a. till the payment of the installments. The Developers shall charge the financial charge to the Purchaser without prejudice to their other rights in law.

7. It is hereby expressly agreed that the time of payment of each of the aforesaid installment of the purchase price as set out in Clause written above shall be the essence of the contract. In the event of the Purchaser making any default in payment of any two installments of the purchase price, the Developers will be entitled to terminate this Agreement in which event 20% of the purchase price of premises shall stand forfeited and balance shall be refunded to the Purchaser (but without any interest, compensation, damage or cost) after the Developers sell the Flat premises to any other prospective buyer and receive the consideration from new buyer. Developers will be entitled immediately after the termination of this Agreement to sell and/or dispose off the said premises in favour of any third party or person and the purchaser herein will have no right to object, obstruct or interfere to such sale/disposal of the said premises by the Developers.

8. If the purchaser surrenders his premises for any reason of whatsoever nature in any stage during the construction, the Developers is entitled to forfeit the 20% of the amount paid by purchaser and will refund the balance amount without any interest. In this case the purchaser will not be entitled to any claim in respect of Registration charges, Stamp Duty, CIDCO Transfer Charges (if paid), Losses or other expenses or interest paid by him.

9. The Developers shall give a notice to the purchaser intimating the purchase the amount of the installment or the balance amount payable by the purchaser to the Developers in accordance with the payment schedule mentioned hereinabove within 10 days from the date of



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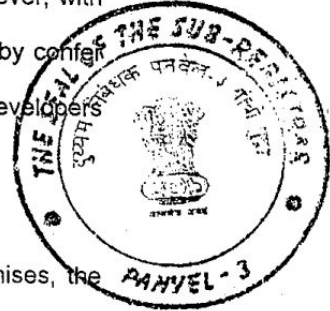
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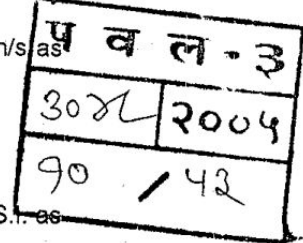
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letter and the purchaser shall within the said stipulated period pay the amount of the said installment or the balance amount to the Developer accordingly. The Purchaser will not hold the Developers responsible for delay in postal service or delay in receipt or non-receipt of the said letter.

10. The Purchaser admit having taken an inspection of all the documents required to be given by the Developers/s under the provisions of the Maharashtra Ownership Flats Act and hereby agree and confirms that the Developers shall have irrevocable rights for the purpose as set out herein below & the Developers shall be entitled to exercise the same as if Purchaser has given prior written consent to the Developers as required under the said Act. However, with a view to remove any doubt, the purchaser hereby confer upon the Developers such right/authority to the Developers for the purpose as set out herein below:



- (a) Without modifying the plan of the said Flat premises, the Developers shall be entitled to amend, modify and/or vary the building plans or the lay out or sub-division plan/s as also the specifications in respect thereof.



- (b) The Developers shall be entitled to consume such F.S.I. as may be available in respect of the said plot or any part thereof at present or in future and/or such balance and/or additional floors on the said plot as the Developers shall think fit and proper. Such full consumption of available FSI. is to be fully utilized by the Developers before execution of Lease deed in favour of the society.

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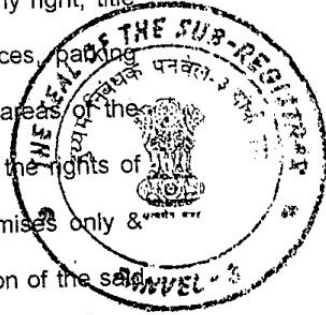
(c) The purchaser or the society of the purchaser of all flat premises holders shall raise any objections on any ground as to Developers rights reserved hereunder.

(d) The Developers shall, after consuming such balance and/or additional FSI by constructing tenements on the said plot, be entitled to sell such tenements for such permissible uses to such persons and such consideration as they may in their absolute discretion deem fit and proper.

(e) The Developers shall be entitled, after consuming such balance or additional global FSI available under G.D.C. Rules or by any special concession being granted by CIDCO Ltd or any other authorities including FSI available in lieu of road widening, setback, reservation etc.

(f) The Purchaser herein and all other purchasers of the flats premises in the said building shall not have any right, title claim or interest in respect of the open spaces, parking spaces, open areas, hoardings and common areas of the buildings including the garden areas and that the rights of the Purchasers confined to the said Flat premises only & areas shall belong to Developers until execution of the said final Lease Deed in respect of the said plot in favour of such society & thereafter the same, shall belong to the said society alone.

(g) The percentage of undivided interest of the Purchaser in the common areas & facilities limited or otherwise pertaining to the said flat premises hereby agreed to be sold to the Purchaser shall be in proportions to the areas of the said Flat premises hereby agreed to be sold hereunder to the



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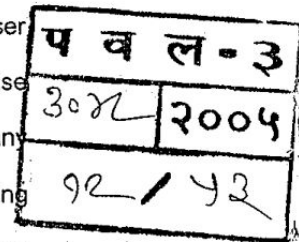
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common areas and facilities limited or otherwise as disclosed as disclosed by the Developers.

(h) The Purchaser hereby agrees and undertakes to execute/deliver letter of consent according his consent under section 7, of the Maharashtra Ownership Flats Act, without raising any objection or requisition.

(i) Irrespective of possession of the said Flat premises being given to the purchaser and/or the management of the said plot being given to ad-hoc committee of the purchasers or not, the right under this clause and/or agreement reserved for the Developers exploit the potentially of the said plot described in schedule hereunder written shall be subsisting & shall continue to vest in the Developers till Lease Deed reserving therein their such right in the said plot in their favour as may be outstanding at the time of execution of such Lease Deed.

11. The Purchaser herein doth hereby agree and give their irrecoverable consent that the Developers shall have right to make additions, alterations, and amendments & changes in the building plans and/or to the said building or any part thereof for any user or to change the user (excluding the said Flat premises) including to raise additional floors or structures on the said building or any part thereof for any users or to change the user (excluding the said Flat premises) including to raise additional floors or structures on the said Complex / building or open part or parts of the said Complex /building / Plot including the terrace at anytime either before of after transfer of the plot and such rights shall include the right to use/ consume F.S.I. or additional F.S.I. or global FSI which may become



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available in respect of the said plot or any other lands at anytime hereafter in future by reserving such rights in Lease Deed or to make such amendments / alterations in the sanctioned plan as may be permitted by CIDCO Ltd. and / or any other authorities and such additions of additional structures or floors or storeys or flats shall be the sole and absolute Plot of the Developers who shall be fully entitled to sell. Deal with and dispose off the same to any person.

12. During the construction work of the Complex / building the Developers can commence the work on any wing or floor or Premises as per his convenience, the Purchaser will not object to that and pay his installment as per stipulated period. The Commencement of work means the commencement of work of the Complex/ particular building and not the commencement of work of a particular premises.

13. The Purchaser has taken inspection of the aforesaid Agreement to Lease dated 30th April 2003, Tripartite agreement dated 15th January 2004 & 28th January 2005 sanctioned plans, and other relevant documents and made himself familiar with the terms and conditions imposed by the CIDCO Ltd/ other relevant authorities. The purchasers binds himself to adhere with terms and the Agreement to lease with CIDCO, Tripartite Agreement and all the liabilities pertaining to the above shall be borne and paid by the Purchaser as and when demanded by the CIDCO Ltd. or the Developers.



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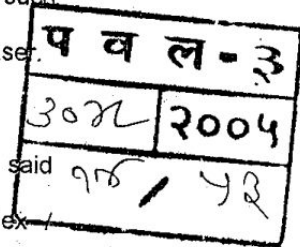
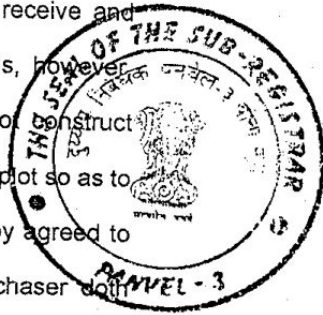
14. The Developers hereby declare that the Floor Space Index available in respect of the said Plot is only and no part of

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the said FSI has been used/ utilized or will be utilized by the Developers elsewhere for any purpose whatsoever save/except global FSI of the reserved plots or set back area of the said plot. In case while developing the said plot, if the Developers have utilized FSI of any other plot by way of floating F.S.I. then the Developers shall disclose the particulars of such FSI to the said Co-op Society in which the Purchasers shall be admitted as the member thereof.

15. It is agreed that if Floor Space Index is not consumed in full in the construction of the said complex / building & before the transfer of the Plot to such society if any further F.S.I. or construction on the said plot is allowed in accordance with the rules and regulations of CIDCO Ltd then the Developers will be entitled to put up such additional or other construction on the said plot without any let or objection or hindrance by the Purchasers and also to sell the same on ownership basis upon such terms and conditions at their sole direction as also to receive and appropriate the price in respect thereof. It is, however, agreed, by the Developers that they shall not construct such additional or other structure/s on the said plot so as to adversely affect the area of the said flat hereby agreed to be allotted/sold to the Purchaser & the Purchaser hereby give her irrevocable consent to such construction by the Developers & for the said purposes, to make such alterations / changes in the plans shown to the Purchaser.



16. The Developers shall give the possession of the said premises to the Purchaser after the said Complex / building is ready for use and the building completion or occupation certificate shall have been obtained from the CIDCO or other relevant authority or body or public

(Signature)

14 *(Signatures)*

authority. The Developers shall give possession of the said premises to the Purchaser as mentioned in the said Agreement to Lease on or before 30TH JUNE 2006. The purchaser shall within 30 days of the receipt by him of the written notice from the Developers that the said premises is ready for use and occupation take possession of the said premises.

17. The Purchaser hereby agrees to abide by all the terms and conditions contained in the above said agreement to lease, Tripartite Agreement, Commencement Certificate and the Lease Deed to be granted by CIDCO Ltd. In favour of the society.

18. The Purchaser shall be entitled to take possession of the said premises if the purchaser has duly observed and performed all the obligations and stipulations contained in this agreement and on the part of the purchaser to be observed and performed and also duly paid to the Developers all and whatsoever amounts payable by the purchaser under this agreement and not otherwise.

19. Notwithstanding anything contained in this agreement or in this clause the Developers is unable to deliver possession of the said premises as mentioned hereinabove Clause No.16, if the completion of he said Complex/ building is delayed for any reason of non availability of steel, cement or other building materials or on account of withholding or delaying in the grant of the building completion certificate, water connection, electricity connection and / or any other necessary permission or sanctions by the CIDCO Ltd., Government, the said CIDCO and/or any such other or similar public or authority

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or beyond the control of the Developers and / or force majeure.

20. The Developers shall not be liable for any loss, damage, injury or delay due to Maharashtra State Electricity Board causing delay in sanctioning and supplying electricity or due to NMMC / Corporation / Local authority concerned, causing delay in giving / supplying permanent water connection or such other service connections necessary for using / occupying the Premises.

21. The Purchaser shall be liable to bear and pay all taxes and other charges payable in respect of his premises and common expenses of his building proportionally from the date from which the Society has executed the Agreement to lease with CIDCO and shall be liable to pay service charges and outgoings from the date the Developers obtain of part occupancy / occupancy certificate from the CIDCO Ltd.

22. The Purchaser shall pay and bear all the following charges, Deposits and Expenses to the Developers as and when demanded:

- a. Rs.3,500/- as legal and document charges at the time of execution of this Agreement.
- b. Any amount required for valuation report, if required.
- c. Water resource Development charges and Plot development charges of CIDCO Ltd.
- d. Water and Drainage connection deposit and meter charges or any other charges imposed by the CIDCO or other Government authority.

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- e. Electricity connection, meter deposit, MSEB service charges, cable charges and transformer, Sub Station charges. etc.,
- f. Property Tax / Service Tax from the date of Agreement to Lease with CIDCO.
- g. Stamp duty and registration charges or Premises and Stamp duty and registration charges for Lease Deed (if any)
- h. Charges for sanction of plan, balcony enclosure, Flower bed Terrace and Cupboard Charges /Premium and any other additional Charges to sanctioning authorities.
- i. Service Tax, Cess, infrastructure charges or any other taxes or charges levied by the CIDCO/State / Government authorities.
- j. Any other charges, taxes and expenses levied by the Government authorities, CIDCO Transfer Charges / CIDCO NOC charges, charges towards the membership of the society.

23. Upon the possession of the said premises being delivered to the Purchaser, the Purchasers shall be entitled to the use and occupy of the said premises and thereafter the purchaser shall have no claim against the Developers as to any defect in any item or work of construction of the said premises or on any ground whatsoever.

24. The purchaser shall after the expiry of a period of 30 days after the receipt of the notice from the Developers that the said premises is ready for use and occupation be liable to bear and pay all taxes ground rent and charges for electricity and other services and outgoings payable in respect of the said premises as provided herein



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irrespective of the fact whether he has taken possession of the premises from the Developers or not.

25. The Purchaser of the premises shall alone be liable to pay the additional ground rent if any levied by the CIDCO in respect of the premises and accordingly the Shop agreed to be purchased by the Purchaser. The Purchaser shall pay the proportionate amount of the said additional ground rent. The determination by the Developers or the society as the case may be of the ground rent payable by the Purchaser of the premises shall be accepted as final and binding upon the Purchaser.

26. The Developers have informed the Purchaser and the Purchaser is aware that after the purchaser has completed the entire payment towards the cost of the said flat and has complied with all the terms of this agreement, the Developers shall cause the said Society to enroll the Purchaser as its members and to issue share certificate to the said the Purchaser.



27. The Purchaser, at the time of taking possession, agrees and bind himself to pay to the Developers in advance twelve months maintenance charges in advance and afterwards pay to the Developers regularly by the fifth day of each and every month in advance Rs. _____/- being maintenance charges until the Deed of Assignment of the said plot with Building or Buildings is executed in favour of the Co-operative Housing Society and / or other body Corporate and / or other organization (hereinafter referred to as "the said society") and thereafter to the said society his proportionate share that may be decided by the Developers of the said society as the case may be, all

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rates taxes round rent (including additional ground rent levied by the CIDCO in respect of the premises) dues, duties, impositions, outgoings and burdens now or at any time levied, assessed or imposed upon or in respect of the said plot or the said new building or occupiers thereof by the CIDCO or the Government or Revenue authority in respect of the said premises viz. taxes, ground rent, additional ground rent, insurance, sanitation charges, water charges, charges in respect of common lights, chowkidar, sweepers and all other expenses necessary and incidental to the management and maintenance of the said premises and the Purchasers shall indemnify and keep indemnified the Developers in that behalf. In determining the proportionate share of outgoings payable under this clause the ratable value of the said premises that may be fixed by the NMMC/CIDCO will be taken into account.

28. The purchaser has pursued and is aware of all the terms and conditions contained in the said documents, recited above. The purchaser hereby agrees and undertakes that notwithstanding anything to the contrary contained therein or in the said documents he shall be bound and liable to pay to the Developers his proportionate shares in all respect taxes, outgoing and other charges in respect of the said premises form the period referred herein and in accordance with the provisions of this agreement.



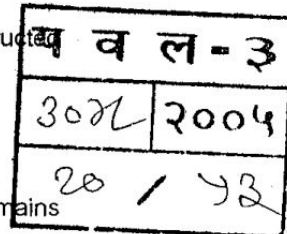
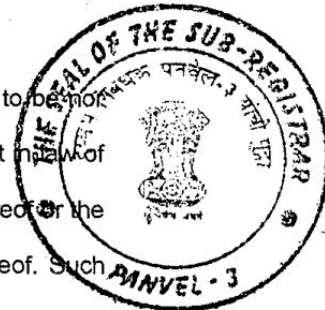
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29. The purchaser shall from the date of possession maintain the said premises, at his own cost in a good and tenantable repair and condition shall not do or suffer to be done anything in or to the said building or the said premises. Staircases and common passages, which is or

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may be contrary to or against the rules or bye-laws of the CIDCO or any other authority. The purchaser further covenants with Developers and through them with the purchasers or the other premises in the said complex/building that he at any time shall not demolish or caused to be demolished any structure in the said Complex/building or any part or portions of the same not will he at any time make or caused to be made any new construction of whatsoever nature on or in the said Complex/building or any part thereof nor will make any additions or alteration in or to the said premises or said Complex/building and balcony or gallery in the front without previous consent of the CIDCO or the Developers or the said society as the case may be. The purchaser from the date of possession will maintain the lift, water pump, fire fighting equipment and other assets provided by the Developers on their own cost. The Developers will not be held responsible.

30. Nothing contained in these presents is intended to be construed to grant demise or assignment in favour of the said premises or the said plot or any part thereof or the said Complex/ building thereon or any part thereof. Such grant demises or assignment as aforesaid shall take place only upon the transfer by the Deed of Assignment of the said plot and of the complex/building to be constructed thereon to the said society.



31. So long as all or any of his dues herein stated remains unpaid and so long as the said society shall not be registered the purchaser shall not without the prior consent in writing of the Developers let, sublet, transfer, assign or

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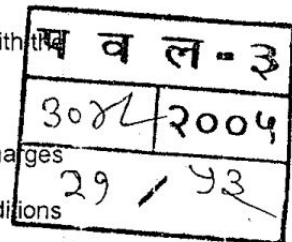
part with the possession of the said premises or any part thereof.

32. The Purchaser along with such other persons who shall have taken possession or acquire the premises shall form themselves into a Co-operative society under and in accordance with the Maharashtra Co-operative Societies Act 1960 or any other body corporate or other organisation determined by the Developers. The said Complex shall always be known as "TWINS" and the said society or any other body corporate or other organisation determined by the Developers on the said plot shall always be known by such name as suggested by the Developers and approved by the authorities. The Purchaser shall cooperate with the Developers in forming, registering and incorporating the said society and shall sign all necessary papers and documents and do all other acts and things as the Developers may require the Purchaser to do from time to time in that behalf or safe guarding or better protecting the interest of the said society and of the purchaser of the premises in the Complex/building. All costs and charges for above shall be borne and paid the purchasers.



33. The purchaser for themselves do hereby covenant with the Developers as follows

- (a) To maintain the said flat at their own costs, charges & expenses in good tenantable repair & conditions from the date of his taking possession of the said Flat premises & shall not do or suffer to be done anything in or to Complex/building in which the said Flat premises is situated, against the rules, regulations and bye-laws of concerned local authorities or Co-op. Society or change/alter or



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make any part addition in/to the said shop or any part thereof without obtaining prior written consent of society.

- (b) Not to store in the said Flat premises any good /articles which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction / structural stability of building in which the said premises are situate or storing of which is objected to by the concerned local or other authority and shall not carry or cause to be carried any heavy package on the upper floor which may damage or likely to damage the common passage, staircase or any other structures of building including entrance of the building in which the said premises is situate & in case, if any damage caused to the building or to the said premises on account of negligence or default of the premises Purchaser in this behalf, they shall be alone liable for the consequences of such breach / default.



- (c) To carry at their own cost, charges and expenses, all internal repairs to the said premises & maintain the said premises in the same condition, set and order in which it was delivered by the Developers to the Purchaser & shall not do or suffered to be done any thing in / to the building the said flat / premises which may contravene the rules, regulations and bye-laws of the concerned local authority or the said society nor cause any alterations in elevation or outside colour scheme of the said building in which the said flat is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs, RCC,

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pardis, or other structural changes in the said Shop without prior the written, permission of the Developers or society.

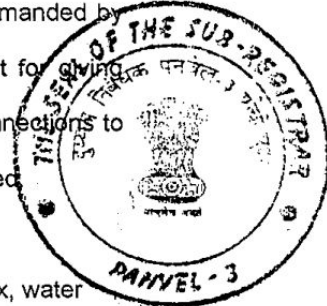
(d) Not do or permit to be done any act or thing which may render void or voidable any insurance of the said plot or building in which the said premises are situated or any part thereof or whereby any increase in premium shall become payable in respect thereof.

(e) Not to throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in compound or any part of the said plot and building in which the premises is situated.

(f) Pay to the Developers within 7 days of demand by them, their share of security deposits demanded by concerned local authority or Government for getting water, electricity or any other service connections to the building in which the said flat is situated.

(g) To bear and pay any increases in local tax, water charges, insurance and such other levies, if any, which may be imposed by the concerned local authority on account of the change of user of the said premises at by the Purchaser.

(h) The Purchaser shall not let sub- let, transfer, assign or part with possession of the said premises his interest or benefits under this agreement until all dues due and payable by them to the Developers under this agreement are fully paid and only if the Purchaser had not been guilty of breach or for non-



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observance of any of the terms & conditions of this agreement until the purchaser has intimated in writing to the Developers.

(i) That Purchaser shall observe and perform all rules and regulations, which the society or a limited company may adopt at its inception & the additions, alterations or amendments which may be made therein from the time to time for the protection & maintenance of the said building or the said premises therein that may be made from time to time for observance and bye-laws for the time being in force, of the concerned local body / authority or Government. The Purchaser shall also observe / perform all stipulations / conditions laid down by the said society regarding the use / occupation of the said premises in the building & shall contribute punctually towards taxes and other dues / outgoing in accordance with the terms of this agreement

(j) Till Lease Deed of the said plot along with the said building is executed by the Society / Developers, the Purchaser shall permit the Developers. Their Servants and agents, with or without workmen, at all reasonable times, to enter into and upon the said plot & building or any part thereof to view the state and conditions thereof.

(k) In the event of Purchaser committing any breach or act in contravention of the above provision, the Purchaser shall be liable or responsible for the consequence in respect thereof to the Developers or



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to the concerned local authority or other public authority in that behalf.

34. The rights of the Premises a with / without open terrace as the Purchaser thereof shall be recognised and regulated by the Bye – laws of the said society.

35. In respect of any amount liable to be paid by the Purchaser to the Developers under or by virtue of this agreement the Developers shall have a first lien and charge on the said premises so long as the same shall remain unpaid. All unsold premises, car parking will also be remained the Plot of the Developers.

36. The Purchaser and the person to whom the said premises shall have been let, sublet, transferred, assign or given possession of and in accordance with the provisions of Clause 18 hereof shall duly observe and perform all the rules and regulations of the said society that may be in force from time relating to the protection and maintenance of the said building with Premises thereof and for the observance and carrying out of the building rules and regulations and Bye-laws for the time being of the NMMC / CIDCO the Government and or public body or any other local authority.



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37. The Developers shall after the said society or body corporate and / or other organisation shall have been duly registered and after the completion of the said Complex / building and after all the Premises and all in the said Complex / building shall have been disposed off by the Developers and after the purchasers of all the Premises in the said Complex / building shall have paid in full and their respective agreements with the

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Developers thereafter the Developers shall procure Deed of Assignment or other document transferring the said plot together with the Complex / building in favour of the said society. All the costs and expenses for Deed of Assignment shall be borne by the Purchaser.

a. Rs.350/- (Rupees Three Hundred and Fifty Only) towards the application and share money of the society referred to herein and will be payable at the time mentioned in Clause hereof.

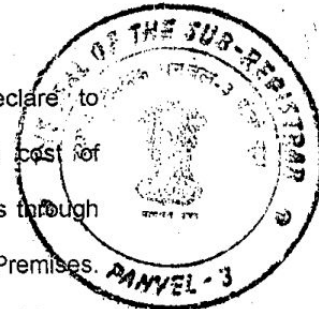
38. The Developers and the Purchaser hereby agree undertake and declare that all the windows in the Flat premises shall be provided with Grill of a particular specification and design as approved by the Architect. The cost for the same shall be borne by the Purchaser.

39. The purchaser further agree, undertake and declare to contribute and pay a proportionate share of the cost of transformer / sub station, if install by the Developers through MSEB before taking over the possession of the Premises.

The Purchaser herby further declares that he will not object to such payment that is the cost incurred or to be incurred for installation of transformer / Sub station or payable to MSEB.

The said deposits referred to hereinabove shall be paid by the Purchaser and he shall not raise any objection whatsoever in calculating the rate of such deposits and such deposits shall

on such Lease Deed executed be paid over by the Developers to the said society or body corporate / organisation after deducting there from the amount if any payable by the Purchaser to the Developers under and in accordance with the provisions of this Agreement PROVIDED HOWEVER that the Purchaser shall pay such further amounts or amount to the



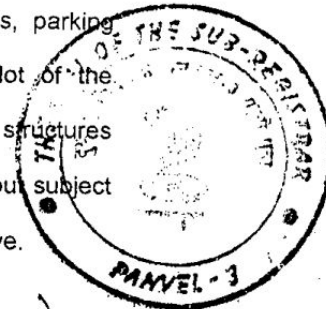
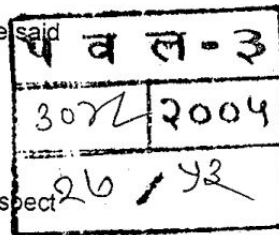
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Developers as required by them from time to time toward the aforesaid deposit or any other deposits in the event of the said deposit being insufficient to meet the expenses. The Purchaser further agrees and binds himself to pay from the date of delivery of possession of the said premises (the date means the date on which the Developers shall give notice to the Purchaser that the said premises is ready to be handed over to him) the proportionate share to be determined by the Developers and all outgoing taxes and other taxes levies, insurance, water charges, common lights, sewage, sanitation, electric bills and all other expenses incidental to the management and maintenance of the plot until the CIDCO taxes and water charges are fixed and / or assessed separately and exact amounts are worked out for each of the premises.

40. The Purchaser agrees and undertakes that from the aforesaid date of possession he shall regularly pay such amounts as is determined by the Developers every month in advance on account of the CIDCO taxes, water charges, insurance, maintenance, expenses etc. as aforesaid to the Developers and the Purchaser shall indemnify and keep indemnified the Developers against the said and charges in respect of the said premises.

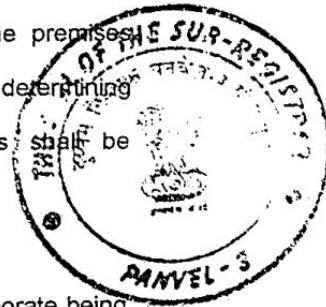
41. The Purchaser shall have no claim save and except in respect of the said premises hereby agreed to be acquired by the Purchaser. All open spaces, floor spaces indexes, parking spaces, staircases etc. will remain to be the plot of the Developers until the whole plot together with the structures standing thereon is transferred to the said society but subject to the rights of the Developers contained herein above.



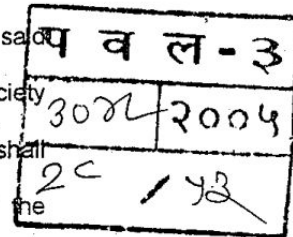
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42. So long as the said premises in the said Complex / building shall not be separately assessed for CIDCO charges and water rates the Purchaser shall pay proportionate share of the water tax assessed on the whole Complex / building, such proportions is to be on the basis of the proportionate area of the premises in the said Complex / building agreed to be purchased by the Purchaser.

43. The Purchaser hereby agrees that in the event of any amount by way of premium or security deposit to the CIDCO or NMMC or the State Government or to any other competent authority or betterment charges or development tax or security deposits for the purpose of giving water connection or any other tax or payment of similar nature becoming payable by the Developers the same shall be reimbursed by the Purchaser to the Developers in proportion to the area of the premises agreed to be purchased by the Purchaser and in determining such amount the decision of the Developers shall be conclusive and binding upon the Purchaser.



44. In the event of the said society or other body corporate being formed and registered before the sale and disposal by the Developers of all the shops / flats / car parking in the said Complex / building the power and authority of the said society and the Purchaser and other Purchaser of the Premises shall be subject to the over all authority and control of the Developers over all or any of the matters concerning the said Complex / building and the construction and completion thereof and all amenities pertaining to the same and in particular the Developers shall have absolute authority and control as regards unsold Premises / Car parking and the disposal thereof.



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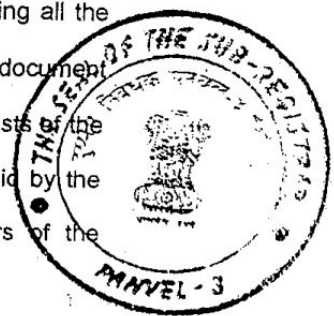
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45. The Developers shall not be liable to pay any maintenance or common expenses in respect of the unsold shops / flats / car parking in the said Complex / building. The Developers shall however, bear and pay the Municipal taxes and dues of the Corporation for the same.

46. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace in front of the adjacent to the terrace flats in the Complex / building, if any, shall belong exclusively to the respective Purchaser of the terrace flats and such terrace spaces are intended for the exclusive use of the Purchasers. The Purchaser shall not enclose the said terrace till the permission in writing is obtained from the concerned local authority and the Developers or the Society.

47. R.R.Sharma & Associates, Advocate for the Developers shall prepare, and engross and approve the Deed of Assignment and all other documents, which are to be or may be executed in pursuance of this Agreement. The Purchaser shall bear all costs professional charges and expenses for the same and also all expenses of the stamp duty, registration charges for Deed of Assignment / Lease Deed or any other Deed consent writing and other documents the costs in connection with the formation of the said society and / or body corporate or other organisation the costs of the stamping and registering all the agreements, deeds, transfer deeds or any other document required to be executed by the entire professional costs of the Advocates of the Developers shall be borne and paid by the said society proportionately by all the Purchasers of the Premises in the said Complex / building alone.

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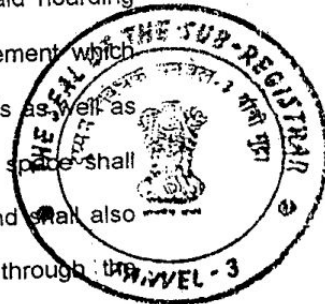
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48. It is understood by the purchaser that whatever payments are made by the Developers to be further paid by him in connection with or incidental to this Agreement or any other documents shall be reimbursed by the Purchaser to the Developers on demand

49. That the Purchaser shall also pay his share of insurance premium to keep the Complex / building insured against loss or damage by fire and to get an Insurance Policy in a sum equivalent to the total sale price of all the Premises, in the said Complex / building with a company to be approved by the Developers. All the moneys as and when received by virtue of any such insurance shall be spent in rebuilding or repairing the premises. Whenever the said damage for any reasons whatsoever the Purchaser shall pay his their proportionate share for reinstating or replacing the same and shall nevertheless continue to pay all the payments as no such destruction of damage has happened. The Purchaser shall pay his proportionate share of expenses for keeping the said Complex / building in good and substantial repair and in condition to the satisfaction.

50. The Developers have informed the Purchaser about his intention to sell the parapet walls of terrace, blank, walls on the external periphery of the said building or in any suitable place in the said complex, (hereinafter called " the said hoarding space") is only for the purpose of the advertisement which includes hoarding any display of such sign-boards as well as neon light and the Purchaser of such hoarding space shall install separate electric meter for neon - light and shall also bear and pay the CIDCO's taxes directly or through the society. The Purchaser shall not contribute any other outgoings to the said society. The Purchaser shall not object in

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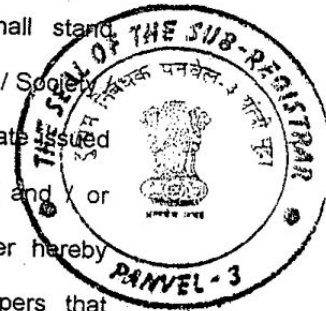
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any manner and shall co-operate with the Purchaser of such hoarding space as admitting him as nominal member of the said society etc.,

51. The Developers have informed the Purchasers about his intention to sell the Car parking at the price suited to intending purchaser. The Purchaser shall not object in any manner.

52. In the event of the Purchaser committing any delay, default in making payment of the balance installments or further amounts as may be demanded by the Developer as per Clause 22, or committing any breach of any of the terms of this Agreement, the Developers shall give to the Purchaser a written notice calling upon the Purchaser to redress the said breach. If after receiving the said notice, if the Purchaser fails to redress the said breach within a period of seven days of the notice, the Developers shall be entitled to terminate this Agreement with the Purchaser. Upon such termination all the NOC's, consents granted by the Developer shall stand terminated and cancelled. Further, if the Developer / Society / CIDCO has given any consent letter, share certificates issued by the Society shall be treated as null and void and or withdrawn with immediate effect. The Purchaser hereby agrees, declares and confirms with the Developers that immediately on such termination with the Purchaser shall handover to the Developers all the original documents that the Developer / Society / CIDCO may have issued or granted to the Purchasers and the Purchaser shall not claim any right, title or interest in respect of the said that documents which the Developers / Society / CIDCO may have issued or granted to him.



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53. Any delay, indulgence and negligence on the part of the Developers in enforcing the terms and conditions of these presents or any forbearance of the grant of time to the Purchaser shall not be construed as a waiver on the part of the Developers of the breach of any of the terms and conditions of these presents nor shall waiver in any way of prejudice the rights of the Developers.

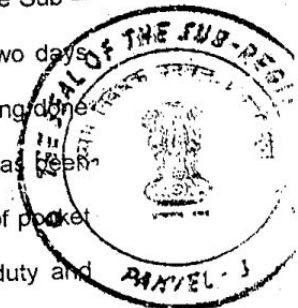
54. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and the Maharashtra Ownership Flats Rules, 1964 or any amendment or reenactment thereof for the time being in force or any other provisions of law applicable thereto.

55. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by prepaid post under Certificate of Posting or through Private Courier Services at his address specified below: -

MR. RAJENDRA MURLIDHAR GODBOLE,
& MRS. YASHODHARA RAJENDRA GODBOLE,
E4/4:4, BHIMA SHANKAR, CHS. LTD., PLOT NO. 13,
SECTOR - 19 'A' NERUL, NAVI MUMBAI - 400106.

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56. The Purchasers shall immediately after the execution of this Agreement lodge for the same for Registration with the Sub-Registrar of Assurances at Panvel and shall within two days after lodging the same intimate the Developers of having done so with the date and serial number which the same has been so lodged for Registration of the Agreement. All out of pocket costs, charges and expenses including the Stamp duty and registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser.



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THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of plot of Land)

ALL THAT piece or parcel of land known as Plot No.57, Sector-20, in village Kharghar, Navi Mumbai, Dist.Raigad, ad measuring about 6950.86 Sq. Mtrs. allotted under Gaothan Expansion Scheme, or thereabouts and bounded as follows:

THAT IS TO SAY

ON THE NORTH BY : 15.00 MTRS. WIDE ROAD
ON THE SOUTH BY : 15.00 MTRS.WIDE ROAD
ON THE EAST BY : PLOT NO. 56
ON THE WEST BY : 15.00 MTRS.WIDE ROAD

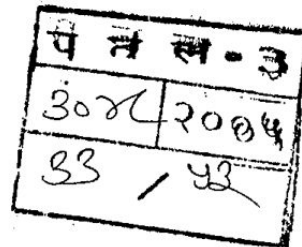
THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of Flat premises)

Flat No. 'A'- 902, Situated on the 9th floor of building known as "Twins" at Sector-20, on Plot No.57, Village Kharghar, Navi Mumbai, Dist.Raigad, under Gaothan Expansion Scheme, admeasuring about 110.41 Sq. Mtrs. Built up area (i.e. 1188 ft.) and Carpet area about 92 Sq.Mtrs. (i.e. 990 Sq.ft.)



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IN WITNESS WHEREOF the parties hereto have here unto set
and subscribed their respective hands the day and the year first
hereinabove written.

SIGNED SEALED AND DELIVERED

By the within named DEVELOPER

(For M/S.CREATIVE ENTERPRISES)

Through its Partner

SHRI.VITHAL J. CHOPDA

(PAN NO.)

in the presence of.....

Nirajan
Sharan

Shri Chopda



SIGNED SEALED AND DELIVERED

By the within named PURCHASERS

(MR. RAJENDRA MURLIDHAR GODBOLE)

(PAN NO. ACHPG1585D)

Shri Godbole

(MRS. YASHODHARA RAJENDRA GODBOLE)

(PAN NO. ACHPG9957H)

in the presence of

Nirajan
Sharan

Shri Godbole

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RECEIPT

RECEIVED a sum of RS. 2,17,500/- (RS. TWO LACS SEVENTEEN THOUSAND FIVE HUNDRED ONLY) from the purchasers MR. RAJENDRA MURLIDHAR GODBOLE & MRS. YASHODHARA RAJENDRA GODBOLE , towards EMD / Booking amount against the total sale RS.21,75,000/- (RS. TWENTY ONE LAC SEVENTY FIVE THOUSAND ONLY) to be paid to the Developer by the purchaser in respect of allotment and Sale of Flat No. 'A' 902 on the 9th floor, in B-wing of the building known as Twins on the Plot No. 57, Situated at Sector-20, in village Kharghar, Navi Mumbai as per the terms and condition of this Agreement.

WE SAY RECEIVED RS. 2,17,500/-

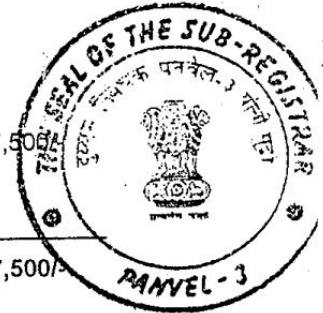
(RS. TWO LACS SEVENTEEN THOUSAND FIVE HUNDRED ONLY)

1. Ch. No. 195748 dt. 9/9/05 for
drawn on The Mahanagar Co-op. Bank Ltd.

Rs. 2,17,500/-

TOTAL

Rs. 2,17,500/-



For M/S.CREATIVE ENTERPRISES

through it's Partner

Shri Pda.

SHRI. VITHAL J. CHOPDA

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WITNESS:

1. *Nitesh*

2. *Shyam*

ANNEXURE - A.

AMENITIES

1. Flat area will have premium flooring.
2. Modular type kitchen.
3. Toilet with full height glazed tiles.
4. Concealed electric wiring with branded accessories.
5. Cable and Telephone point in Living and Bedrooms.
6. Modern plumbing accessories in Bathroom.
7. Good quality powder coated windows with tinted glass.
8. Internal walls will be finished with good quality paint.

②

Arshad

Arshad

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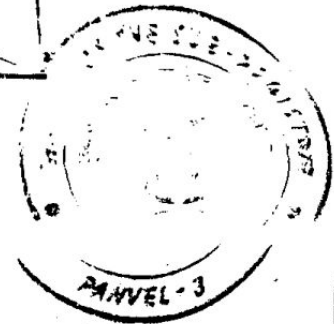
ANNEXURE - B

PAYMENT SCHEDULE

1. At the time of Booking	:	10%
2. Completion of Plinth Work	:	10%
3. Completion of 1 st Slab	:	10%
4. Completion of 2 nd Slab	:	6%
5. Completion of 4 th Slab	:	6%
6. Completion of 6 th Slab	:	6%
7. Completion of 8 th Slab	:	6%
8. Completion of 10 th Slab	:	6%
9. Completion of 12 th Slab	:	6%
10. Completion of 14 th Slab	:	6%
11. Completion of 16 th Slab	:	6%
12. Completion of Brick Work & Plaster	:	6%
13. Completion of Flooring & Plumbing	:	6%
14. Completion of Painting & Finishing	:	5%
15. On Possession	:	5%
TOTAL		100%

P. Arshad
(Sd) P. Arshad

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Ramesh R. Sharma
B.Com. LL.B.
TAX ADVOCATE

Tel. : 2757 2900
2757 1080

R. R. SHARMA & ASSOCIATES

OFFICE : 74, Prabhat Center, 1st Floor, Sector-6,
C.B.D., Navi Mumbai-400 614.

5th March 2005.

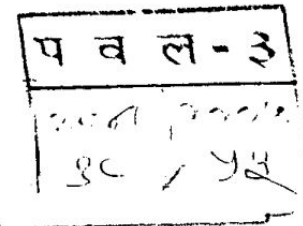
TITLE CERTIFICATE

Ref : Plot No. 57, Sector-20, Village Kharghar, Navi Mumbai, Dist. Raigad.

THE CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD., A Company incorporated under the companies Act, 1956 (1 of 1956) hereinafter referred as 'THE CORPORATION') is the New Town Development. Authority declare 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-section (1) and (3- A) of Section 113 of the Maharashtra Regional Town Planning Act 1966 (Maharashtra XXXVII of 1966)

THE STATE Government, in pursuant to Section 113-A of said the Act has acquired lands and subsequently vested with Corporation for its development disposal, and the Corporation, one of such piece or parcel of land described in the Schedule hereunder written, being leased to its intending leases.

Whereas MR. MAUJJAM MAKSOOD BHAJI & MR. IBRAHIM MAKSOOD BHAJI (The Original Licensee of CIDCO LTD.) were granted lease of plot No. 57,

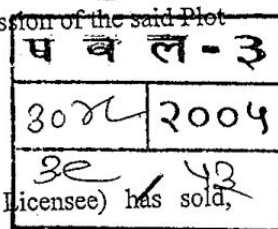


Sector- 20, Kharghar, Navi Mumbai, Tal. Panvel & Dist. Raigad admeasuring area about 6950.86 Sq. Mtrs. (more particularly described in the schedule hereunder) from M/s CIDCO Ltd., vide Agreement to Lease dated 30th April 2003 for total lease premium of Rs. 88,375/- and further on the terms and condition contained therein.

Whereas MR. MAUJJAM MAKSOOD BHAIJI & MR. IBRAHIM MAKSOOD BHAIJI (Original Licensee) has sold, transferred, assigned and relinquished their leasehold rights, title and interest in respect of said plot to M/S. SAHYOG HOMES (a registered partnership firm) Vide Tripartite Agreement Dated 15th January 2004, executed between 1) M/S. CIDCO Ltd. 2) MR. MAUJJAM MAKSOOD BHAIJI & MR. IBRAHIM MAKSOOD BHAIJI (Original Licensee) & 3) M/S. SAHYOG HOMES (Present Licensee) duly registered at Sub-Registrar office Panvel, on 15th January 2004 vide Document No. URAN - 381/2004.



AND whereas the said Original Licensee also handed over the possession of the said Plot No. 57 to the PRESENT LICENSEES.



AND WHEREAS intum M/S. SAHYOG HOMES (Present Licensee) has sold, transferred, assigned and relinquished their leasehold rights, title and interest in respect of said Plot to M/S. CREATIVE ENTERPRISES (a registered Partnership firm under Indian Partnership firm under Indian Partnership Act 1932 and having its office at 22/23, Crystal Plaza, Sector - 7, Kharghar, Navi Mumbai) vide Tripartite Agreement Dated 28th January 2004, executed between 1) M/S. CIDCO Ltd., 2) M/S. SAHYOG HOMES (Present Licensee) & 3) M/S CREATIVE ENTERPRISES (as therein referred as New

1/1/2004

Licensee & hereinafter referred as the 'Developer' duly registered at Sub- Registrar office Panvel, on 28th January 2005. Vide Document No. URAN - 00970/2005.

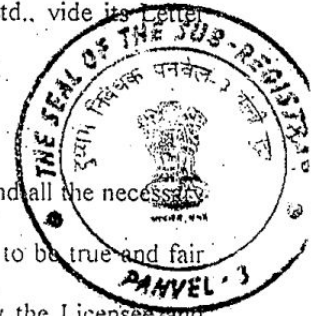
And whereas the said present licensee also handed over the possession of the said Plot No. 57 to the NEW LICENSEES.

AND WHEREAS the CIDCO has transferred the said plot in the name M/S CREATIVE ENTERPRISES vide its letter bearing No. CIDCO/ESTATE /LAND/KHARGHAR /433-E Dated 4th February 2005.

AND WHEREAS by virtue of said Tripartite agreement M/S. CREATIVE ENTERPRISES entitle to develop and construct the residential-cum-commercial building (as per Plans approved and sanctioned by CIDCO Ltd.,) on the said Plot No. 57, Situated at Sector - 20, Kharghar, Navi Mumbai and further the said New Licensee/Developer are also entitle to sell and transfer Residential Flats & Commercial Units to be constructed on the said Plot on Ownership basis to any intending transferee.

AND WHEREAS the said licensee has commenced the construction on the said Plot in accordance with the Commencement Certificate issued by CIDCO Ltd., vide its Letter bearing NO. CIDCO/ATPO/166 Dated 4th February 2005.

Further, we have verified Agreement to Lease, Tripartite Agreement and all the necessary Documents in the records of concerned authority and found the same to be true and fair and therefore relying on the aforesaid Documents and declaration by the Licensee and



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Developer we are on the opinion of that the said Developers M/S. CREATIVE ENTERPRISES is having good and clear title in respect of said Plot No. 57, Sector - 20, Kharghar, Navi Mumbai, and the said Plot is free from all mortgage, Charges and encumbrances.

SCHEDULE OF PLOT

All that piece of parcel of land bearing Plot No. 57, containing by ad measurement 6950.86 Sq. Mtrs., and situated at Sector - 20, Kharghar, Navi Mumbai, or thereabouts and bounded as follows :

ON THE NORTH BY : 15.00 MTRS. WIDE ROAD
ON THE SOUTH BY : 15.00 MTRS. WIDE ROAD
ON THE EAST BY : PLOT NO. 56
ON THE WEST BY : 15.00 MTRS WIDE ROAD

Place : Navi Mumbai

Date : 5th March 2005.



FOR SHARMA & ASSOCIATES

Ramesh R. Sharma
RAMESH R. SHARMA
B.Com., L.L.B.
Advocate High Court
Add: 72 (A), Prabhat Centre
C.B.D Navi Mumbai

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4
R. R. Sharma

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 XXIVII) of 1966 to M/s- Creative Enterprises.

Unit/Plot No. 57 Road No. —, Sector 20 Node Kharghar 45 of Navi Mumbai. As per the approved plans and subject to the following conditions for the development work of the proposed Residential Bldg. (G+16) str.

Resl. BUA = 9063.152 m²; Comm. BUA = 1358.789 m²

Total BUA = 10,421.941 m²

(Nos. of Residential Units 153 Nos. of Commercial units 48)

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

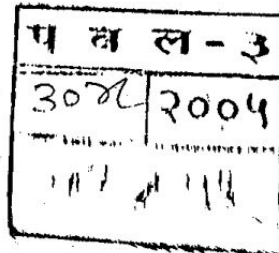
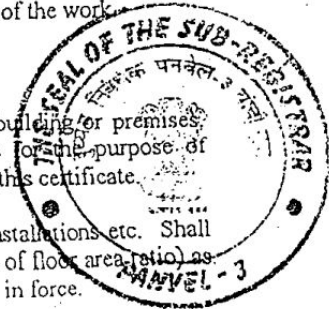
- 1(a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the Sanctioned plans.
- 1(b) Any of the conditions subject to which the same is granted or any of the restrictions imposed upon by the Corporation 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 MRTTP Act-1966 and as per regulation no.16.1(2) of the GDCRs - 1975.

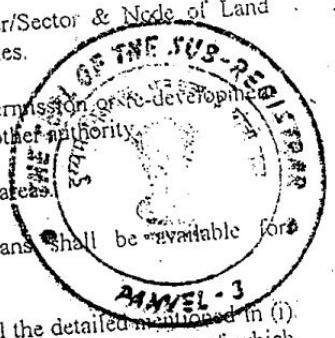


5. The conditions of this certificate shall be binding not only on the applicant but also on its successors and /or every person deriving title through or under him.
6. A certified copy of the approved plan shall be exhibited on site.
7. The amount of Rs. 17,500/- deposited with CIDCO as security deposit 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 EE of CIDCO in respect of capacity of water tanks for the ~~high rise buildings~~.

10. As per Govt of Maharashtra memorandum No. 1070/1994 dated 11/11/94 and 11/RDP, Dated 19th July, 1994 for all buildings following minimum conditions shall apply.

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.



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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]
ADDL. TOWN PLANNING OFFICER
Navi Mumbai & Khopla
[Signature]

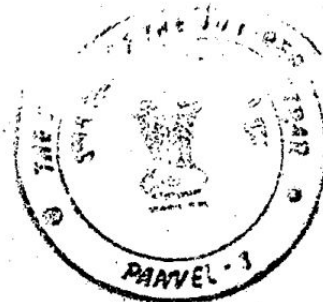
C.C. TO: ARCHITECT

Vistara

C.C. TO: Separately to :

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

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दस्तावेजाचा प्रकार- अखत्यारपत्र
सादर करणाराचे नाव- ए.वि. कर्मि-पोरम

- खालीलप्रमाणे फी मिळाली:-
- नोंदणी फी
 - नक्कल फी (फोलिओ)
 - पृष्ठांकनाची नक्कल फी अखत्यारपत्र ५०
 - टपालखर्च
 - नकला किंवा जापने (कलम ६४ ते ६७)
 - शोध किंवा निरीक्षण
 - दंड-कलम २५ अन्वये
 - कलम ३४ अन्वये
 - प्रमाणित नकला (कलम ५७) (फोलिओ)
 - इतर फी (मागील पानावरील) बाब क्र.
 - " "
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अखत्यारपत्र

दस्तावेज
नामवाला

रोजी तयार होईल व

नोंदणीकृत डाकने पाठवणी जाईल.
या कायद्यात-देण्यात येईल.
द्वयम निबंधक.



नावे नोंदणीकृत, हवेली, महाराष्ट्र.
हवाली करावा.

CERTIFIED
TRUE COPY

५ व ल-३ RAMESH
Advocate High Court
Add: 74, Prabhat Centre
C.B.D., Navi Mumbai.

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॥ श्री ॥

भाग : १२२०१२२११

संतोष स्टॅम्प वेन्डर व टायपिंग सेंटर

शॉप नं. २७, प्रभात सेंटर,
सेक्टर - १९, सी. वी. डी, बेलापुर,
नवी मुंबई - ४००६१४.
परवाना क्र. ८/२००३

पावती क्र 188 दिनांक २५/४/०५

अनुक्रमांक ५२२३ प्राप्त पर्यंत

श्री / श्रीमती / मेसर्स किरे डी. व्ही. इन्टर प्राइवेट

हस्ते श्री / श्रीमती नि. लील

ह्याना खालील प्रमाणे न्यायीकेतर मुद्रांक विकले.

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रु १०००	X	=
रु ५००	X	=
रु १००	X	१	=	१००
रु २०	X	=
रु १०	X	=

एकूण रु. ७४०० (रुपये) शा. क्र. १५५८

मुद्रांक विक्रेताची सही.

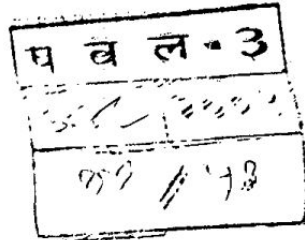
Ramesh

(संतोष द. वाळणुसकर)

CERTIFIED
TRUE COPY

RAMESH K. SHARMA

25/4/05
C.S.D. New Mumbai





महाराष्ट्र MAHARASHTRA

C 62131



मुद्रांक प्रमुख सिविल
ऑफिसियर कार्यालय, ठाणे

संतोष स्टॅम्प वेन्डर

शॉप नं. २७, इभात सटर, गव्हर १०, सा. वी. टी. नवी मुंबई
प्र.नं. ५२३३ दिनांक २५ APR २००५

नांव किशोरी देवेंद्र इतर प्रायोजक
रा. खारघार नवी मुंबई जिल्हा
पाना रु. १००/- म. र. गव्हर मुद्रांक विकता.

लायसन्स नं. ६१२००३

श्री. एम. डी. गव्हरसकर
मुद्रांक विकता

APR 2005

POWER OF ATTORNEY TO PRESENT
THE DOCUMENT FOR REGISTRATION



KNOW YE ALL MEN BY THESE PRESENTS that we
MR. TULSIDAS KHIMJI SENGHANI (PEL) & MR. VITHAL
JETHALAL CHOPDA both adult, Indian Inhabitant & partners of
M/s. CREATIVE ENTERPRISES & having office at Plot No. 57,
Sector - 20, Kharghar, Navi Mumbai, Dist. Raigad

SEND GREETINGS :

WHEREAS We are constructing and developing residential-cum
commercial building on the Plot No. 57, Sector - 20, Kharghar,

CERTIFIED
TRUE COPY

RAMESH CHANDRA
Advocate
Add: 70, Prabhakar Centre
C.B.D., Navi Mumbai

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< Patel T.K.

< Chopda.

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२०/५२



Navi Mumbai, Dist. Raigad and whereas owing to ourself being busy due to our Business Assignment & therefore we shall not be able to execute personally all the relevant documents i.e. Agreement for Sale in respect of Flats & Shops of the building known as 'TWINS' to be constructed on plot No. 57, Sector - 20, Kharghar, Navi Mumbai Dist. Raigad, as required to be executed by us before the sub- Registrar of Panvel for the purpose of its admission and execution and for the said purpose and convenient we do hereby appoint either MR. HARSHAD ARJAN PATEL, an adult Indian Inhabitant & residing at Plot No. 7, Sector - 21, Kharghar, Navi Mumbai OR - MR. NITIN SHANTARAM PARINGE an adult, Indian Inhabitant & residing at post Vahal Tal. Panvel & Dist. Raigad, as our behalf to appear before the Sub- registrar of Panvel and to admit the execution thereof and to do all acts and things necessary for the registration of the Agreement for Sale further to receive the same back after it is registered. ~~to receive the same back after it is registered.~~ proper receipt.

WE HEREBY for heirs, our executors, administrators and ourselves RATIFY AND CONFIRM and agrees to RATIFY AND CONFIRM whatsoever our said Attorney shall do or concur to be done on title of these presents.



Handwritten notes and stamps in the middle section. On the left, there is a handwritten note: "< father". In the center, there is a rectangular stamp containing the handwritten number "20142". To the right of this stamp is a handwritten signature. On the far right, there is a rectangular stamp containing the handwritten numbers "3 1 7".

Handwritten mark resembling a circled 'R' or 'P' on the left side.

Handwritten note: "< @noP&M".



Handwritten signature or initials next to the official stamp.

IN WITNESS WHEREOF WE, MR. TULSIDAS KHMJI SENGHANI (PATEL) & MR. VITHAL JETHALAL CHOPDA have

[Handwritten signature]

(MR. TULSIDAS KHMJI SENGHANI (PATEL))

[Handwritten signature]

(MR. VITHAL JETHALAL CHOPDA)
(PARTNERS OF M/S. CREATIVE ENTERPRISES)

On this 25th day of April 2005



SPECIMEN SIGNATURE OF THE Attorneys



[Handwritten signature]

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1. (MR. HARSHAD ARJAN PATEL)

OR

[Handwritten signature]

2. (MR. NITIN SHANTARAM PARINGE)

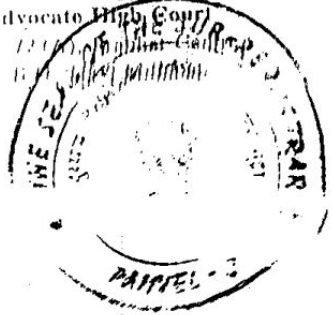


CERTIFIED TRUE COPY

Explained and Identified by me,

[Handwritten signature]
RAMESH R. SHARMA
B.Com., L.L.B.
Advocate High Court
Ap. Tabhal Centre
Mumbai-3

[Handwritten signature]
RAMESH R. SHARMA
B.Com., L.L.B.
Advocate High Court
Ap. Tabhal Centre
Mumbai-3



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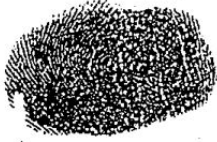
वेगार :

श्री तुलसिदास विमजी विंघटिया

श्री विठ्ठल जेडालाल ओपडा

Patel TK

Shinde



वेगार

श्री दशरथ अमर पटेल

श्री त्रिकुट आतादाय शरींगे



Shinde

प व ल-३
30/12/2004
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रहासिदास व ओपडाम देगा

श्री संदेश मोटे

अ क्र १०२ वरील व्यक्तीची कोर्टात परतवता

श्री बाद सक्ताये

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प व ल-३
१ 2004
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RAMESH R. SHARMA
B.Com., L.L.B.
Advocate High Court
Add : 74, Prabhat Centre
C.B.D., Navi, Mumbai.

मुख्याचार साक्षात्करण क्र. १/०५

नोंदणी क्र. ३, २५ वसुल पा.क्र. ११६६००७ दि. २५/१०/०५

दुय्यम निबंधक, पनवेल-३ (वर्ग-२)

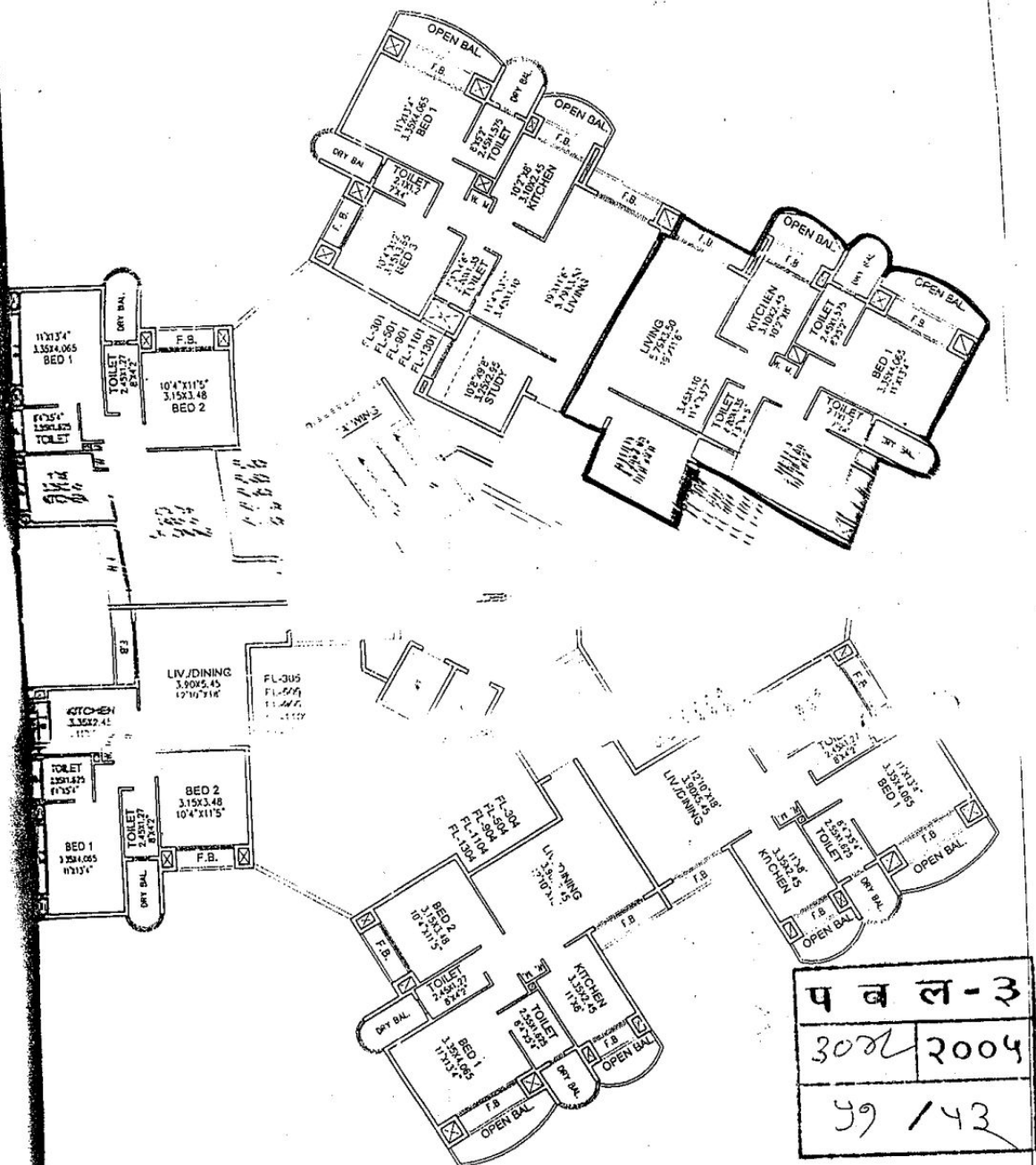


सपर मुख्याचारनामायास एकूण पुपामे सक्त कोणतीही खासखंड सादळून साकी मशि.

श्री

श्री

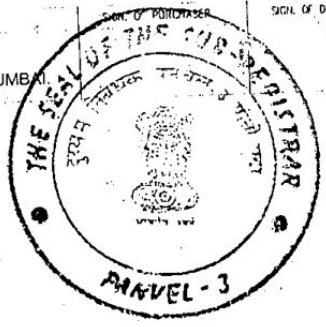
दुय्यम निबंधक, पनवेल-३ (वर्ग-२)



प ब ल - ३	
3002	2004
99 / 143	

(WNIG-A)
 TYPICAL (3RD, 5TH, 9TH, 11TH, 13TH) FLOOR PLAN

WING	FLOOR	PROJECT
		"TWINS" PLOT NO. 57, SECTOR-20, KHARGHAR, NAVI MUMBAI



SIGN OF DEVELOPER

04/09/2005

दुय्यम निबंधकः

१०:५१ pm

सह दु.नि.पनवेल ३

दस्त गोषवारा भाग-१







पवल३

दस्त क्र ३०४८/२००५

५२/५३

दस्त क्रमांक : ३०४८/२००५

दस्ताचा प्रकार : करारनामा

क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा उसा
१	नाव: राजेंद्र मुरलीधर गोडबोले - - पत्ता: घर/फ्लॅट नं: ई ४/४:४, मिमा शंकर सोसा., से :१९ ए, नेरुळ, नवी मुंबई गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शहर/गाव: - तालुका: - पिन: -	लिहून घेणार वय ३८ सही		
२	नाव: यशोधरा राजेंद्र गोडबोले - - पत्ता: घर/फ्लॅट नं: -/- गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शहर/गाव: - तालुका: - पिन: - पॅन नम्बर: एसीएचपीजी९९५७एच	लिहून घेणार वय ३७ सही		
३	नाव: मे/- क्रिएटीव्ह एन्टरप्रायझेस तर्फे भागिदार विठ्ठल जे. चोपडा यांचे कु मु पत्रधारक म्हणून नितीन शांताराम पारिंगे - - पत्ता: घर/फ्लॅट नं: २२/२३, क्रिस्टल प्लाझा, से ७, खारघर गल्ली/रस्ता: - ईमारती	लिहून देणार वय २२ सही		



दस्तावेज करून देणार तथाकथीत [करारनामा] दस्तावेज करून दिल्याचे कबूल करतात.

1 OF 1



दस्त गोषवारा भाग - 2

पवल3

दस्त क्रमांक (3048/2005)

43/43

दस्त क्र. [पवल3-3048-2005] चा गोषवारा
बाजार मुल्य :1433500 मोबदला 2175000 भरलेले मुद्रांक शुल्क : 114250

पावती क्र.:491 दिनांक:14/09/2005
पावतीचे वर्णन
नांव: राजेंद्र मुरलीधर गोडबोले - -

दस्त हजर केल्याचा दिनांक :14/09/2005 02:06 PM
निष्पादनाचा दिनांक : 13/09/2005
दस्त हजर करणा-याची सही :

21750 :नोदणी फी
1060 :नक्कल (अ. 11(1)), पृष्ठांकनाची
नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

22810: एकूण

दस्ताचा प्रकार :25) करारनामा
दस्त अनुच्छेद प्रकार: करारनामा

शिकका क्र. 1 ची वेळ : (सादरीकरण) 14/09/2005 02:06 PM
शिकका क्र. 2 ची वेळ : (फी) 14/09/2005 02:09 PM
शिकका क्र. 3 ची वेळ : (कबुली) 14/09/2005 02:10 PM
शिकका क्र. 4 ची वेळ : (ओळख) 14/09/2005 02:10 PM

दु. निबंधकाची सही, सह दु.नि.पनवेल 3

दस्त नोंद केल्याचा दिनांक : 14/09/2005 02:10 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,
व त्यांची ओळख पटवितात.

1) राम बी चव्हाण - - घर/प्लॉट नं: महालक्ष्मी एन्टरप्रायझेस, से 19, तुर्भे

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

2) कैलास भट्ट - - घर/प्लॉट नं: -/-

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

प्रमाणित करण्यात येते की सदर दस्तऐवज एकूण 43
ने आहेत व सदर दस्तऐवज पुस्तक क्र. 907
मांक 3026 वर मुद्रांक.

दु. निबंधकाची सही
सह दु.नि.पनवेल 3



मुद्रांक निबंधका, पनवेल-3 (वर्ग-2)
दि. 14/09/2005 मांक (44 2005)