

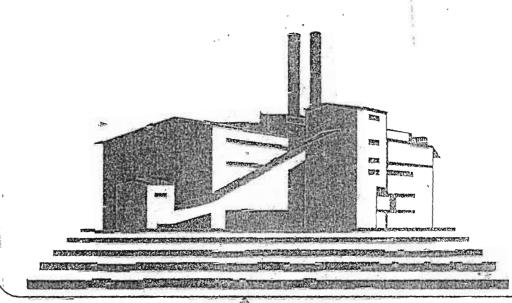
GALA NO 104 ON 15T FLOOR

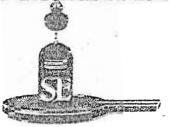
BUILDING NO. 2

BUILDING KNOWN

AS

Shivalay Industrial Estate No. 2





M/s. Shivalay Enterprises

1, Evershine City, Vasai (E), Dist. Thane - 401 208.

12)वालथा

पावती

Original नॉदणी 39 म.

पावती क्र.: 16597

गावाचे नाव

दिनांक 22/12/2011

दरतऐवजाचा अनुक्रमांक

वसइ3 - 16181 -

2011

दस्ता ऐवजाचा प्रकार

सादर करणाराचे नाव: मे विकास फुटवेअर कं प्रा लि:तर्फे संचालक विश्वनाथ पुंडलिक देवमाने

नोंदणी फी

नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (66)

1320.00

अतिरीक्त मुद्रांक शुल्क

60.00

31380.00

आपणास हा दस्त अंदाजे. 10:40AM ह्या वेळेस मिळेल

दुय्यम निंबधक वसई 3

बाजार मुल्य: 4436000 रु. मोबदलाः २००००० रु.

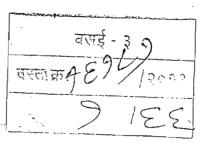
भरलेले मुद्रांक शुल्क: 266100 रु.

सहर्मन निवंचक, की-

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

डीडी/धनाकर्ष क्रमांकः 861320; रक्कमः 30000 रू.; दिनांकः 21/12/2011

महाराष्ट्र शासन- नोंदणी व मुद्रांक विभाग वस्ताक्र हु । मुल्यांकल अहंवाल सन 20/



प्रतिज्ञा / घोषणापत्र

बसई - ३०
वस्त क.9 69 / 1209.9
X 188

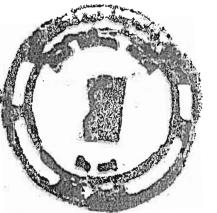
मी/आम्ही १) श्री/श्रीमती. चे निवास पुरक्षर के पनी ह्या निक ने प्री २) श्री/श्रीमती. चीन्यालक ३) श्री/श्रीमती. विश्ववनाश पुरेंक्रीक द्वमान्

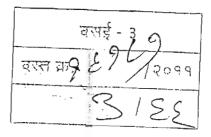
सत्य प्रतिज्ञेवर कथन करितो की, दस्तऐवजाची विषयवस्तू असलेली मिळकत ही यापूर्वी खरेदी देणा—याने कोठेही विकी, गहाण, दान, लीज, मुखत्यार, पोटगी वा इतर अन्य प्रकारे कोठेही जडजोखिमांमध्ये गुंतविलेली नाही. याची नोंदणी कायदा — १९०८ मधील असणा—या शोध (Search) तरतुदीनुसार खात्री करुन घेतलेली आहे. तसेच सदर मिळकत ही खरेदी देणार यांच्याच मालकीची आहे. याबाबत सुध्दा अभिलेख पाहून खात्री करुन घेतलेली आहे. या मिळकतीबाबत काही वाद उत्पन्न झाल्यास त्याची सर्वस्वी जबाबदारी माझी/आमचीच राहील याची मी/आम्ही हमी देतो.

P) Willwar MAA

5)

खरेदी घेणार (Purchaser)





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Custome	r's Copy
THE KAPOL CO.	
FRANKING DI	
Branch:	5307
Pay to : Acct . Stamp Dut	Date: 12 12 011
Franking Value	Rs.2661004
Service Charges,	Rs. 10 - C
TOTAL	RS.266110-L
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Cashler	officer
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Village	Gokhivare
Survey No.	239
Building	Shivalay Industrial Estate II
Registration No.	
Gala No.	104
Area	Sq.Ft. 139-775 Sq. Mtr.
Agreement Value	20,00,000
Market Value	HH 35,000
Stamp Duty	- 61 100
Registration Area	Vasai I/II/MITHE KAPOL CO-OF

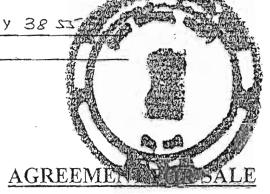
Authorised Signatory

PAN NO.:

BUILDER

: ABEFS5530J

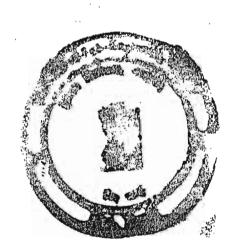
AADCY 385 PURCHASER:



22 days ARTICLES OF AGREEMENT made at Vasai this 22 of Dec. Two Thousand Sleves BETWEEN, M/S. SHIVALAY ENTERPRISES a Partnership firm, being Registered under the provision of Indian Parmership Act, 1932 having its office at A/303, Dattatray Tower Phase -1, Evershine City Vasai (East), Tal. Vasai, Dist. Thane hereinafter called and referred to as "THE OWNERS" (which expression shall unless if per repugnant to the context or meaning thereof shall be deemed to meaning & include the partners for the time being of the said firm their survivors or the last survivors of them, their respective heirs executors, administrators and permitted assigns) of the FIRST PART

SHIVARAYA (ND. BUID-2, GARAND: 104 मिळकर्ता व (Proper 20,00,000 /: Vikas FOOTWOOD & (P) VZ. Elwalay Eulophise FOR THE KAPOL CO-OP. BANK LTD

Authorised Signatory



FOOTWEAR

Cu. PULLED: WISHWANATH PUNDLIK

DEYMANE

ADD: - 1/6, LUCKY MOWIGH. OPP, VAKOLA BMC M BANTACRUZ (#) MUM. 55

(hereinafter referred to as "THE PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his/her heirs, executors, administrators and assigns Partners or Partners for the time being of the said firm and their heirs/ executor administrators and assigns/its successors in business & assigns) of the SECOND PART:

WHEREAS:

m/s. YIKAS

- (i) 1) SHRI YOGESH SURESH MISHRA 2) SHRI RASIKBHAI VALLABHBHAI PATEL (hereinafter called as "THE ORIGINAL OWNERS") are absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of Land bearing S.No.239, admeasuring H.R. 1-46-7equivalent to 14670 Sq. mtrs or thereabout assessed at Rs 15.12 situate, lying and being at Village Gokhivare, Taluka Vasai, District of Thane, more particularly described in the FIRST schedule hereunder written (hereinafter referred to as the "SAID LAND").
- (ii) The original owners had applied to the office of Collector Thane and collector Thane vide its order No.REV/DESK-I/T-IX/SR-114/85 dated 28/05/1986 had granted the permission to convert the said land for N.A. for Industrial use.
- (iii) The original owners has applied to the planning authority of Vasai-Virar Sub-region i.e. CIDCO and the CIDCO vide its order No.CIDCO/VVSR/CC/BP-4318/E/1218 dated 20/04/2008 has sanction the building plan for the strial purpose and issued commencement certificate in respect of the sand Land.
- (iv) By deed of conveyance dated 11/17/2007 (iii) registered with Sub-Register Vasai under Document No. Vasai 3-07298 2007 dated 11/07/2007 between SHRI MOH, MMAD 11 UF propur of M/S Sagar Developers therein called the vent and original owners herein therein called purchasers vinc is therein had a see o sale and original owners herein had agreed to the said land on consideration and as per the terms and the said land on consideration and as per the terms and the said land on consideration and said the said land on consid
- (v) By deed of declaration dated 05/11/2008 original owners had being partners of owners firm had put the said land into the partnership firm.
- (vi) The owners herein has started the construction of Industrial Estate as per the plan sanctioned by the CIDCO.
- (vii) The Said Industrial Estate shall always be known as "SHIVALAY INDUSTRIAL ESTATE II" and same can not be changed without previous consent of the owners.

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(viii) The Purchaser/s has/have taken inspection of Title Deeds of the owners and all other documents relating to the said property and the duly sanctioned plan & the specifications to be prepared by the Architect and sanctioned of CIDCO and all the amenities to be provided in each Industrial Gala as well as all the Extracts of title and all documents as specified under the Maharashtra Ownership Gala (Regulation and Promotion, Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "The Said Ownership Flat Act)" and the Rules, Regulations made there under and the purchaser/s hereby confirm/s admit/s record/s the said facts and also further admit/s record/s and confirm/s that he/she/it/they have full free and complete inspection thereof and the Purchaser/s fully satisfied with the same.

(ix) The purchaser/s is/are desirous of acquiring a Gala/s which is shown bounded in red colour boundary line on the floor/Pkan Annexed hereto, upon the terms and conditions hereinafter mentioned.

- (x) The owners have entered into or will be entering into several separate Agreements for sale with the Purchasers of various Galas constructed or which may be constructed in the said Industrial Estate in a form similar to the Agreement or as near this Agreement as possible. There are or will be certain terms, conditions and covenants which the purchaser/s has/have to observe perform, fulfill or comply with or follow the same jointly with the purchasers of the other gala in the said Industrial Estate. In respect of such terress, conditions and stipulations which the purchaser/s and other purchasers shall be required to fulfill, comply with and observe and perform and follow jointly, the purchaser/s and other purchaser/s shall be deemed to have made those covenants and agreed to the conditions as if they the purchasers have entered into one common agreement with the owner and that the purchaser/s shall comply with those terms and conditions and stipulations without any reservation or raising any dispute or objection therefore if whatsoever nature.
- (xi) The owner shall upon purchasers herein with other gala purchaser remitting in full all their respective dues payable to the Owners and complying with all the terms, conditions and covenants of this Agreement including the payments of all the amounts including the purchase price, form a Co-Openior Society or a Limited Company, as the case may be (hereinafted etc. To assilter ORGANISATION OF THE PURCHASER with Gala purchasers to be the shareholders/members.
- (xii) It is further agreed that owners shall on the the description of the said Society after utilizing total available of the said land.
- (xiii) A copy of the Gala plan of the said and the copies of the Certificates of Title issued by the Advocates of the owners and Property card or the extract of the Village forms, VII and XII or any other relevant revenue showing the nature of the title of the owners of the said property on which the said Industrial Estate is constructed or under construction and the copies of the plans and specifications of the premises agreed to be purchased by the Purchaser/s as approved by the CIDCO and other authorities have been annexed hereto and marked Annexure 'A', 'B', 'C', 'D'.

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(xiv) The owners propose to provide the amenities to the Purchaser/s as also to the other Purchaser/s of Galas in the said Industrial Estate as per the details mentioned in the Third Schedule hereunder written.

(xv) The owners have made it abundantly clear to the Purchaser/s that the owners alone are entitled to have the sanctioned plans approved and/or modified and/or altered or added hereafter as they may deem fit, appropriate, expedient, proper and necessary, provided that such variations, modifications, alterations, addition is/are sanctioned by the concerned authorities. The Purchaser/s shall not have any objections for any variation, modifications, alterations and or addition

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(xvi) The owners have expressly informed the Purchaseris and has/have without reservation or reservations of whatsoever nature asserted that the additional FSI, if any, at any material point of time which may become available on account of any change or amendments in the Development Regulations of the CIDCO or any other town planning authority or on account of staircase, open spaces below staircases in the said Industrial Estate open spaces on the said lands, set back areas, the transferable development rights or otherwise, whether such additional FSI becomes available before the execution of a conveyance in favor of the Society or thereafter shall be the exclusive property and estate of the owners and the owners alone shall have interest therein and the owners shall have right to consume the said FSI by erecting constructing additional floors on the said Industrial estate or constructing additional structures on the said land or to consume the said FSI at any other place or on any other land or to sell and dispose off the said additional FSI to any person or persons and the sale proceeds shall belong to the owners and the owners shall be entitled to claim, receive and appropriate to themselves the said sale proceeds and the purchaser of the gala in the said Industrial Estate and the said Society shall not have any right, interest in such additional FSI and the sale proceeds; in the event such TDR or DRC or additional FSI is not available before the execution of a conveyance contemplated under these presents, the Conveyance to be executed pursuant to these presents will incorporate a suitable to the above effect to reserve the said rights of the owners and the Purchaser/s along with all other Gala Purchasers (individually or collectively through the Organization of the Purchasers) will covenant to the end and intent to confer such rights upoff the quiners. The Purchaser/s shall co-operate with the owner till the Repartuction and additional floor is complete.

(xvii) While sanctioning the said plans the Planning Authority in CIDCO and such other authorities have land down contain terms. Enditions, and restrictions which are to be objected and per rock to the owner while developing the said land and the contains at they will observe and perform each and every such as a conditions.

(xviii) While sanctioning the said plans the planning Authority i.e. CIDCO and other authorities have laid down certain terms, conditions and restrictions which are to be observed and performed by the users of the said Industrial Estate and by the persons who will be conducting Industries therein which terms and conditions each of the Gala Purchaser (including the Purchaser/s herein) will observe and perform.

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(xix) The Purchaser/s has/have applied to the Owner to sell and/or allot a Gala and the Owner have agreed to sale/allot the Gala No. 104 on Ground / First Floor (hereinafter for the sake of brevity referred to as the "said Gala" and more particularly described in the second schedule hereunder written) Estate under construction / constructed by the Owner.

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Prior to the execution of these presents, the Purchaser/s has/have paid to the Owner a sum of Rs. (Rupees No lake fifty geoma only) being as advance payment / deposit (the payment and receipt whereof the owners doth hereby admit and acknowledge and of and from the same and every part thereof acquit, release and discharge the Purchaser/s) and the Purchaser has/have agreed to pay to the owners the balance of the sale price in the manner hereinafter provided.

(xxi) In pursuance of the provisions of the Section 4 of the said Ownership Flat Act for the time being in force, an Agreement for the Sale of the Gala is required to be executed and the same is also required to be registered under the provisions of Registration Act, 1908 and this Agreement is accordingly entered into and agreed to be registered as expressly provided hereinafter.

NOW THIS AGREEMENT WITNESSETH AS UNDER :-

The Owners shall under normal conditions construct the said Industrial Estate to be known and described as "SHIVALAY INDUSTRIAL ESTATE II" consisting of ground and one upper floor on the said property in accordance with the Plans, Designs, Specifications approved by the CIDCO and all other concerned authorities and which have been and accepted by the Purchaser/s with only such variations/modifications or changes as the owners may consider necessary, expedient, proper and requisite or as may be required by the concerned authorities empowered to approve such variations and modifications to be made in them on the building situated at Village Gokhivare, Taluka Vasai, District Thane more fully and particularly described in the third Schedule becaunder written.

The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/itself/thenself/es about the title to the said land and the Purchaser/s shall not be entitled by further investigate the title of the owners to the said Land and no require tions of elections shall be raised related to title of the said pointy. A pur of the certificate of title issued by Shri Tusapak V.Raut Add can's of the Owners is hereto annexed.

The Purchaser/s hereby agree/s to purchase from the owners and owners the hereby agree to sell to the Purchaser/s the Gala No. <u>10 4</u> on Ground / First Floor admeasuring 139-935 sq.mtrs built-up in the Industrial Estate to be known and described as "SHIVALAY INDUSTRIAL ESTATE II" under construction/constructed by the owners on the land more fully and particularly described in the First Schedule hereunder written as shown on the Floor Plan hereto annexed and more particularly described in the Second Schedule hereunder written, for and at a lump sym consideration of the sum of Rs. 2000 CD /- (Rs TWey) GMS INDUSTRIAL STATE III" only)

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and which consideration has no bearing whatsoever on the actual area of the said Gala. The aforesaid price of the said Gala is inclusive of the proportionate price of the common areas and facilities.

- The Gala Purchaser/s agrees to pay to the owners aforesaid 4) consideration amount of Rs. 20 00 000 /- as under:
- 250000 /- (Rupees Two lake Ath (a) on or before the execution of this Agreement.
- /- (Rupees on or before
- (c) on or before
- /- (Rupees on or before /- (Rupees
- against the delivery of the possession of the said gala.
- The area of the said Gala agreed to be purchased by the Purchaser/s is 5) on the basis of built-up area. The calculation of the built up area includes proportionately the full thickness of internal and external walls, passages, toilets, staircase and any other area used for amenity to the Industrial Estate such as balcony, meter room, and pump room and fire escape area etc.
- The time for payment of each of the aforesaid installments of purchase price shall be essence of this contract. All the above respective payments shall be made on due dates and the owner shall not be liable to send any notice to the purchasers. The purchasers shall not withhold payment on any account whatsoever.
- All letters, receipts and/or notices to be issued and served upon the Purchaser/s, before the delivery of the said Gala, as contemplated by the Agreement shall be deemed to have been duly issued and served to the Purchaser/s at the address mentioned herein by prepaid post or Under Certificate of Posting and shall duly possession whether as a licensee as hereinafter provided or otherwise whichever is earlier all the letters, receipts and/or notices shall be listued and served upon at the said Gala. the said Gala.
- In the event of the Owners being entitled to constitute any additional structure or structures or floor or all owners. Biring to ake alterations or additions in the plan under the bye-day, rule and regulations of the CIDCO or otherwise or in the case of the owners becoming entitled to construct any structure of any electrons and/or additions in the said property by virtue of any alterations and/or additions in the said property by virtue of any alterations or amendments of the Industrial bye-laws or rules and regulations of the CIDCO or otherwise, the owners shall be entitled to carry, out construction of such additional structures and/or additions in the said Industrial Estate which is proposed to be constructed/under construction in the said property. The Purchaser/s hereby give/s his/her/its/their irrevocable consent under the provisions of Section 7 of the Ownership Flat Act such additional structure or structures being constructed under such alterations additions or modifications being

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carried out by the Owners in the said property. The purchaser/s hereby further agrees and covenant/s with the Owners or otherwise as may be necessary for the purpose of enabling the Owners to construct the said Industrial Estate in accordance with the said modified/altered/amended plans relating thereto or alterations as the owners may in their sole discretion deem fit and proper and/or for the purpose of applying or obtaining the approval or sanction of CIDCO or any other appropriate authorities in that behalf as well as for the 3 construction of such Industrial Estate in the said property upon or after the grant of such approval or sanction relating thereto.

- Space Index agreed that if the Floor consumed in full in the construction of the said Industrial Estate and if before the formation of the Organisation of the purchasers and further construction on the said building is allowed in accordance with the Rules and regulations of the CIDCO, then the Owners would be entitled to put up additional or other constructions without any let or hindrance by the Purchaser/s individually or jointly with the purchasers of other units or through the means of any body or association of the Purchasers or the said Organisation of the Purchasers and the owners would also be entitled to sell the additional premises so constructed on ownership basis or otherwise dispose in any manner and to receive and appropriate the price in respect thereof. The Purchaser/s hereby give/s his irrevocable consent to such construction by the owners and for that matter to make such alterations or changes in the plans shown to Purchaser/s.
- In the event of a portion of the said land being notified for set back prior to the transfer of the property to the organization of the Purchasers, the owners alone shall be entitled to claim and receive the amount of compensation for such setback land and in the further event that such amount of compensation or additional FSI or TDR or DRC is not paid to or received by the owners or issued prior to the execution of the Conveyance pursuant to these presents, the owners shall cause the owners to execute conveyance subject to their right to receive the amount of the consideration or the TDR or DRC and the Purchaser/s along with all other Purchasers of Gala in the said Industrial Estate (jointly or otherwise in ough the means of the said Organisation of Purchasers) execute a content to the above affect.
- 11) The Purchaser/s shall have no claim-save and except in respect of the Gala hereby agreed to be acquired.
- On or before said Gala is ready for occupation, each of the furchasers of the said Industrial Estate (including the Purb // shy pay their respective arrears of price payable by them the pays of such notice served individually or put at some prominent place in the Industrial Estate. If the purchaser/s fail/s to pay the arrears as aforesaid, the developer will be entitled to forfeit the amounts previously paid by the Purchaser/s who shall cease to have all rights in the premises to be taken by him/her/them. In the event of the forfeiture of the amounts paid by the purchaser/s to the owners as aforesaid, this Agreement shall stand cancelled and rescinded automatically without further recourse to the Purchaser/s and the Purchaser/s shall have no right and interest whatsoever in to over and upon the said Gala agreed to be sold. The owners shall be entitled to proceed with the construction of the Industrial Estate. Upon the termination of this Agreement as aforesaid, the owners shall be

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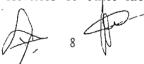
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entitled to sell and dispose of and deal with the said Gala in the manner they may choose. The notice of forfeiture shall be sent by prepaid registered letter with acknowledgement due and the acknowledgement slip of issue of such letter shall be sufficient and binding proof for the termination of the agreement of the Purchaser/s.

- 13) Under no circumstances, the Purchaser/s shall be entitled to the possession of the Gala unless and until all payments required to be made under this Agreement by the Purchaser/s have been made to the owners and other obligations, terms and conditions agreed by the purchaser/s mentioned in this agreement are carried out fully by the Purchaser/s.
- 14) The Owners shall deliver possession of the said Gala to the Purchaser/s on or before _____ day of _____ subject to the Purchaser/s complying with all the terms, conditions, covenants including the payment of the purchase price and all other sums payable by the Purchaser/s to the Owners.

PROVIDED HOWEVER THAT, the owners shall not be bound to or liable for the delivery of the possession of the said Gala to the Purchaser/s on the said stipulated date in the event of happening or occurrence of any one or all or any combination of the following circumstances:

- i) That the Owners and the Purchaser/s mutually agree in writing to deliver and take the possession of the said Gala on some other day subsequent to the date mentioned hereinabove; and/or
- ii) That the Owners are not in a position to erect or construct or complete the erection and construction of the said Industrial Estate or the said Gala due to any circumstances beyond the control of the developer which may inter alia include;
- Any notice of acquisition or requisition by Government and/or Semi-Government authority or statutory body of the said property or any part thereof on which the said Industrial Estate is proposed to be constructed/under construction; and of
- iv) Any prohibitory order or injunction is issued by any competent court or any other adjudicating authority and/or
- v) Non availability of the requisites materials availability of the material in insufficient quantity of the supply of construction materials are available on a last mismittive or at a prohibitive or at exorbitant cost or price;
- vi) Non-availability of skilled, unskilled labourers, or declaration of strike or go slow by the labourers or labour contractors for whatsoever reasons;
- vii) Civil commotion, explosion, blast or war or enemy aggression.
- viii) Non-availability of proper means of transport and conveyances for carrying goods/materials on account of prolonged strike of transport agencies, drivers, cleaners or other laborers in the employment or



other labourers in the employment or transport agencies for whatsoever reasons;

- ix) Introduction or rationing on the construction materials by the Government;
- x) Stoppage or postponement or go slow of the construction project by the Owner in response to any call given by the Association of Owner or Owner against any Government action, pronouncement, enactment, declarations, clarifications, notifications, prohibitory orders or in support of any cause of any member or members of any association of Organisation of the purchasers in which the Owner are or will be the members; and/or
- xi) Any earthquake, tempest, gale, hurricane, squall, typhoon or any other / act of God;
- xii) Not getting power and water connection or any delay in getting the same.
- xiii) Such other events, occurrences, happenings as may be considered to be beyond the control of the Developer; and PROVIDED THAT where the circumstances as mentioned hereinabove take place or occur or happen, during the subsistence of such events and circumstances the date of delivery as aforesaid shall be or shall always be deemed to have extended till such event or events or circumstance or circumstances cease to exist and the Owner can freely, fearlessly and without any hindrance or disturbance of whatsoever nature carry out further construction or commence or resume construction of the said Industrial Estate.
- 15) The Owners shall in respect of any amount payable by the purchaser/s under the terms and conditions of this Agreement have a first lien and charge on the said Gala agreed to be acquired by the Purchaser/s.
- Commencing a week after notice is given by the Owners to the Purchaser that the Gala is ready for use and occupation, the Purchaser/s shall pay on or before the 5th day of every month to the Owners until the said property together with the hidder of Estate under construction/constructed thereoff is an ansferred to the proposed Organisation of the Purchasers as provided hereoff is sum at the rate of per square feet per month of the building area of the said Gala towards the proportionate shale that may be certained by the owner of (a) the insurance premium for insuring the said hadistrial Estate against fire, riot and civil comments etc. (b) the entering taxes including and all other outgoing that may be charges for maintenance and management of the said Industrial Estate sweepers, bill collector and accountant (d) electricity charges of common lights, meter pumps (e) internal access maintenance (f) maintenance of common amenities and facilities etc. The said payment shall be on the ad-hoc basis and the Purchaser/s shall be liable to pay actual proportionate taxes and outgoing. The Purchaser of the Gala shall deposit at the time of taking possession Advance of the aforesaid outgoing of a period of 12 months.
- 17) Before taking possession of the said premises, the Purchaser/s shall deposit with the Owners, the sum of Rs.350/- (Rs. Three Hundred

Fifty only) or amount as applicable at the time of forming and registering the society towards share money and entrance fee.

18) Before taking possession of the said premises, the Purchaser/s shall be liable to pay proportionate costs, payable by the Purchaser's in res of the formation and Registration of Co-op. Society.

19) The Purchaser/s hereby agrees to contribute and pay his proportionate share towards the costs, expenses and outgoing in respect of the matter specified in the Second schedule hereunder written. The purchaser/s alongwith the other Purchaser/s shall be responsible for nayment of additional taxes/Development Charges that may be levied by the CIDCO, Grampanchayat, or any other Local Body or Authority.

- The Owners shall not be liable for any loss caused by fire, riot, strikes, earthquakes or due to any other cause whatsoever after handing over possession of the premises to the Purchaser/s.
- So long as each premises in the said Industrial Estate is not separately assessed for taxes and water charges by the Grampanchayat or Local body or authority, the Purchaser/s shall pay proportionate share of the water taxes and other taxes assessed on the whole Industrial Estate by the Zilla Parishad, Thane, or Grampanchayat or any other public body or authority or CIDCO PROVIDED HOWEVER that if any special taxes and/or rates are demanded by Grampanchayat or local body or authority by reason of any permitted use, the Purchaser/s alone shall observe and perform all the Rules and Regulations of the CIDCO, Grampanchayat, Zilla Parishad, Local body or authority and other statutory bodies and shall indemnify and keep indemnified the Owners against any loss or damage.
- The Purchaser/s has/have in addition to the consideration and the various deposits mentioned hereinabove agreed to deposit and keep deposited with the Owners or otherwise to bear and pay directly or jointly with the other Purchasers of the various units in the said "SHIVALAY INDUSTRIAL ESTATE II" or as a member of the proposed organization of the Purchasers the betterment and development charges or any other tax or payment of a similar nature which the CIDCO may impose in respect of the development of the land on which the said Industrial Estate is being constructed by the Owners or any increments in such period development charges from time to time as well as any additional belief then and development charges which may be claimed a maded of recovered by the said CIDCO in proportion to the area of the Gala a sessi to be purchased from the Owners and the determinant such the decision of the Owners shall be conclusive and binding the on the Purchaser/s.
- 23) The Purchaser/s agree/s to pay to the Owners at annum on all the amounts which become due and payable by the Purchaser/s to the Owners under the term of this Agreement from the date the said amount is payable by the Purchaser/s to the Owners. Provided that payment of interest shall not save the cancellation of this Agreement by the Owners on account of any default committed by the Purchaser/s in payment of any amount payable by the Purchaser/s to the Owners on due date and/or on account of breach of any or the terms and conditions herein contained, committed by the Purchaser/s.

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If the Purchaser/s neglects, omits or fails for any reason whatsoever to pay the Owners any of the amounts due and payable by the Purchaser/s under the terms and conditions of this Agreement (Whether before or after the delivery of possession) within the time herein specified or if the Purchaser/s shall in any other way fail to perform or observe any of the covenants and stipulations on his/her/its/their part herein contained or referred to, then this agreement shall cease and stand terminated and the earnest and/or deposit money and all other amounts already paid by the purchaser/s to the Owners shall absolutely stand forfeited. The Furchaser/s hereby agrees to the forfeiture of all his right, title and ir terest in the said Gala to the Owners and it shall be without prejudice to any other fight, remedies and claims whatsoever at law or under this Agreement of the

Owners against the Purchasers.

- 25) The Purchaser/s along with other Purchasers of the Gala in the said Industrial Estate shall join in forming and registering the Organisation and for this purpose also from time to time sign and execute the application forms for registration and/or membership and other papers and documents necessary for formation of the Organisation and for becoming a member, including the bye-laws of the proposed Organisation and duly fill in, sign and return to the owner within 10 days of the same being forwarded by the Owners to the Purchasers so as to enable the owner to register the Organisation of Purchasers under Section 10 of the Ownership Flat Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flat (Regulation of Promotion, Construction, Sale, Management and Transfer) Rules, 1964. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association as may be required by the Registrar of Co-operative Societies and/or the Registrar of Companies or any other Competent authority. It is expressly agreed and understood by and between the parties to these presents that notwithstanding anything otherwise provided in this clause, the Owners shall join in forming/registering the said Organisation of Purchasers in respect of all such premises which may at the time of formation of the said Organisation of Purchasers remain to be taken or sold and the Owners shall sign all applications for membership as such and other documents for registration and the Owners shall have a right to sell and dispose of the said Gala and the consideration for sale of the said Gala shall belong to the Owners alone and the Owners shall be entitled to appropriated to themselves the said sums or consideration amounts and the Owners shall not be liable or restant the following monthly contributions for such premises till the following are sold and a the said premises of such premises, the Owners and the conservation of the said premises and the Owners shall not be liable or result shall not be liable to make payment of any trans of the or premitin or donation to the said Organisation of the Purchase or the governing regulations of the sampranisate shall contain a provision to that effect
- 26) The Owners shall give a notice of not less that the completion of construction work of the Said obtaining to the Purchaser/s in writing to take possession of the said Gala and the Purchaser/s shall take possession of the said Gala accordingly. It is mutually agreed and understood that in case the possession of the said Gala is granted or given or delivered to the Purchasers before the execution of conveyance as aforesaid in favor of the Society, till the time of execution of the conveyance as aforesaid in favor of the

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- 31) That the Purchaser/s shall use the said Gala for the purpose of setting up industry or factory permissible under the rules and regulations of the Government of Maharashtra, CIDCO and the Government of India on that behalf after obtaining necessary permissions, no objections and sanctions and licenses as may be necessary, proper and expedient and for no other purpose.
- 32) The Purchaser/s shall at no time demand partition of his/their interest in the said Industrial Estate. It being hereby agreed and declared by the Purchaser/s that his/her/its/their interest in the said Industrial Estate is impartiable and it is agreed that the owners shall not be liable to execute any document in respect of the said Gala in favour of the Purchaser/s.

33) That it shall not be hereafter open to the Purchaser/s to dispute the titles of the owners to the said Industrial Estate.

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- 34) That in case any security deposit is demanded by water Department or any other Local Body or Authority before giving the water connection to the proposed Industrial Estate, the Purchaser/s shall contribute proportionately as determined by the Owners.
- 35) That each of the Gala Purchaser/s shall at his/their own costs and expenses make arrangement for the power load from the MSEB or any other Electric Supply Company and for the water requirement from the Grampanchayat/Zilla Parishad or any other local body or authority which may be required by him/her/them for running and conducting his/her/its/their factory or unit in the said Industrial Estate.
- 36) The Owners hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, which may have been imposed by the CIDCO, and all other concerned authorities, at the time of sanctioning of the said plans or thereafter.
- 37) The Owners hereby agree the they shall before handing over possession of the said Gala to the Purchaser's and in any event before the execution of the conveyance/s of the said Industrial Estate along with land appurtenant thereto in favor of the said Society, make full and true disclosure of the nature of their title to the said Industrial Estate and the land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Industrial Estate and the property and shall as far as proceeding that the said Industrial Estate and the property is/ar from all encomparances and that the Owners have absolute, clear and marketable title to the said Industrial Estate and the property so as to enable time to convey to the said Society such absolute, clear and marketable title on the execution of the conveyance of the said Industrial Estate that the Owners favor of the conveyance of the said Indianial Estate by the Owners in favor of the said Society.
- default ax p on due date of any 38) On the Purchaser/s committing amount due and payable by the Purchaser's to the Owners under this Agreement (including his/her/its/their proportionate share of taxes levied by the CIDCO and Government and other outgoing) and on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Owners shall be entitled at their option to terminate this -Agreement PROVIDED ALWAYS THAT the power of termination herein before contained shall not be exercised by the Owners unless and until the Owners shall have given to the Purchaser/s written notice of

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Society, the Purchaser/s shall be deemed to be holding the possession of the said Gala or occupying and enjoying the said Gala as a licensee of the Owners and it shall not be construed or interpreted that the said Gala is transferred, sold, conveyed, or assigned to the Purchaser/s or any tenancy right is created in favor of the Purchasers/unless and until a Conveyance as aforesaid is executed in favor of the Society and till such Conveyance is executed the said Gala shall be under the full control of the Owners. PROVIDED FUTHER THAT where the possession of the said Gala is taken by the Purchaser/s Gala Purchaser has taken possession of the Gala as a Licensee as provided herein, if the Purchaser/s bring/s to the notice of the Owners any defect in thesaid Gala or in the Industrial Estate in which the Gala shall be situate or the materials used therein or any unauthorised change in the construction of the said Industrial Estate then, where ever possible zo such defects/unauthorized changes shall be rectified by the Owners at their own cost.

- 27) Nothing contained in this Agreement shall be construed as a grant, demise or assignment in law of the said Gala or the said property of any part thereof or to confer upon the purchaser any right, title or interest of any kind whatsoever into over and upon the said Gala and such conferment shall take place only upon the proposed organization of the purchasers is formed and on execution of a Deed of conveyance in respect of the said Industrial Estate is executed in favour of organization of purchaser the said organization of purchaser shall put the Purchaser/s in to formal possession of the said Gala.
- 28) Commencing a week after notice in writing is given by the owners to the Purchaser/s that the said Gala is ready for use and occupation the Purchaser/s shall be liable to bear and pay the proportionate share (that is in proportion to the built up floor area of the said Gala) in the outgoing in respect of the said Gala and the said property and the Industrial Estate namely local taxes, betterment charges, or such other levies by the concerned local authority and/or Government, Water charges, insurance premium, electricity charges for common lights, repairs and maintenance of the Industrial Estate, salaries of clerks, chowkidars, bill collectors, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property. Until the Organization of the Purchasers of all the units in the said Industrial estate is formed and Purchaser/s shall pay the said amounts to the Owners. The Purchaser/s further agree that till the Purchaser's share is determined, the purchaser's shall pay to the owners at the rate as determined, the large to hereinabove towards the outgoing on adhoc basis and by before taking the elivery of the possession of the said Gala deep seposited with the owners twelve months advance of such contribution. The argount so deposited shall neither be accountable nor resumtable. neither be accountable nor resumable.
- 29) The Owners shall not be responsible for any repair within the said Gala from the date of possession
- That the Purchaser/s shall be bound to sign all papers and documents and to do all other acts, deeds, things as the owners may lawfully require him/her to do from time to time in this behalf for safeguarding the property and the interest of other Gala acquirers and/for formation of and/or joining the Co-operative society or Limited Company or other Incorporated Body and for transfer of the property to such Co-operative Society or Limited Company or other Incorporated Body.

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not less than fifteen days stating therein specific breach or breaches of terms and conditions in respect of which it is intended to terminate this Agreement and default shall have been made by the Purchaser's in remedying such breach or breaches within a reasonable time stipulated in the said notice, and upon termination of this Agreement the punch of shall be at liberty to dispose off and sell the said Gala to such person or persons and at such prices as the Owners may at their absolute discretion think fit.

- 39) It is hereby expressly agreed that the terrace and the unallotted open space area of the said Industrial Estate shall always belong to the Owner and they will be entitled to deal with and dispose off the same in such manner as they may deem fit. In the event, the Owner obtaining permission from the CIDCO or any other Town Planning Authority for construction of any type of premises on terrace, then the Owner shall be entitled to construct such premises and to dispose off such premises constructed by them on the terrace together with terrace to such person at such price or consideration and on such terms and conditions as the Owner may deem fit. The Owner shall be entitled in that event to allot the entire terrace to the Purchaser/s of such premises constructed on the terrace, the proposed Organisation of Purchasers shall admit as its members the Purchaser/s of the premises that may be constructed on terrace. In the event of any water storage tank for the Industrial Estate being constructed on the terrace then the proposed Organisation of Purchasers will be entitled to depute its representatives on the terrace for the regular check and upkeep and repairs and maintenance at all reasonable time and/or during such time as may be mutually agreed upon by the Purchaser/s of the premises on the terrace and proposed Organisation of Purchasers.
- 40) Until the execution of the Deed of conveyance in favour of the proposed Society, the Owners shall have a right, if so permitted by the CIDCO and all other concerned authorities to make additions to the said Industrial Estate proposed/under constructed and to put up additional story's on the said Building such right to construct additional floors shall be the property of the owners and the owners shall be entitled to dispose off the same in such manner as they the owners may think fit. Similarly until the execution of a deed of conveyance in favour of the proposed Society if so permitted by the CIDCO and other concerned authorities may construct additional structure or structures on the said land and/or dispose off the said rish and such mariner as the owners may deem fit. In the event of the owner Estate or constituting additional floor/story's as aforesaid on the said Industrial Estate or constituting additional structures on the said property the Pulchager's of the units in the additional floors/ story's and/or structure shall be entired to become member of the Organisation of Purchases, this expressly agreed and confirmed by the Purchaser/s thus the right of the owners to construct additional structures on the Wid property or to confirm this Agreement and the Purchaser/s will not in any remaining a construct this Agreement and the Purchaser/s will not in any remaining a construction. construction such additional structures or carrying construction of additional floors. The Purchaser/s hereby give/s his/her/its/their irrevocable consent to the owners for carrying out construction of additional story's and the structures as aforesaid. All such additional construction shall be carried out in accordance with the plans as may be approved by the CIDCO and all other concerned authorities.

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41) It is hereby expressly agreed and provided as long as it does not in any way affect or prejudice the right hereunder granted in favor of the Purchaser/s in respect of the said premises agreed to be purchased by the Purchaser/s, the owners shall be at liberty to sell, assign, mortgage, encumber or otherwise deal with and/or dispose off their right, title or interest in the said property or in the Industrial Estate under construction by the owners. The mortgage or any other encumbrance created by the owners shall be cleared by the owners at their own cost prior to the execution of the conveyance in respect of the said Industrial Estate in favour of the Society.

42) It is agreed by the parties hereto that the Owners shall within three years of registration of the Organisation of the Purchasers as aforesaid cause the original owner to transfer to the said society all the rights, title and interest of the owners in respect of the said property together with the Industrial Estate by obtaining or executing the necessary conveyance of the said property in favour of the said Society and the conveyance shall be in keeping with terms and conditions of this Agreement and the recitals hereinabove recited.

- 43) The Purchaser/s hereby covenant with the owners to pay the amounts to be paid by the Purchaser/s under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep the owners indemnified against the said covenants and the conditions except so far as the same ought to be observed by the owners. The Purchaser/s also agree/s and undertake/s to give all the facilities and co-operation to owners to carry out construction of the additional floors on or upon the said Industrial Estate and the additional structures.
- 44) The Purchaser/s shall not be entitled to any rebate and/or concession in the price of the Gala hereby agreed to be purchased by him/her/them on account of the construction of the additional floors in the said Industrial Estate and or construction of any other Industrial Estate or structures of the said land.
- 45) In the event the possession of the said Gala delivered before execution of a conveyance in favor of the Society as a licensee of the owners, the Purchaser/s shall permit the owners and their servants or agents with or without workmen and other at all reasonable time or times to enter into or upon his/her/its/their premises or any part of the said Gala and the Industrial Estate and/or cables. Water covers: fittings, wires, structures and other convenience beinging to other cover used for the said Industrial Estate and a structure of laying down, maintaining, repairing and testing drains cables and valur pipes and electric wires and/or similar pirripse.
- 46) All costs, charges and expenses in connection with the famation of the said Organisation of Purchasers is contemplated by he ovisions of the said Ownership Flat Act as well as the floor, engrossing, stamping and registering this Agreem floor, engrossing, stamping and the stamp duty and registration charges in respect of such document transferring and the land and Industrial Estate in favour of society as well as the entire professional cost of the Attorneys of the owners in preparing and approving all such documents shall be borne by the said Purchasers or by the said Society. The owners shall not contribute towards such expenses. The proportionate share of aforesaid costs, charges and

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and after the formation of the Organisation of the Purchasers, of the said Organisation of Purchasers.

e) Not to do or permit to be done any act or thing which may render void or violable any insurance of the said Industrial Estate or any part thereof or which may result in the increase in the Insurance Premium.

f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Gala in the compound or any partion of the property.

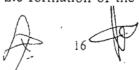
- g) To bear and pay increase in local rates and taxes, cess, water charges, insurance and such other levy, if any, which may be imposed by the Government and/or other Public Authority on account of user of the said Gala by the Purchaser/s to the Owner before the formation of the said Organisation of the Purchasers and after formation of the said Organisation of the Purchasers either to the said Organisation of Purchasers directly to the CIDCO or other concerned authority collecting such levies.
- h) The Purchaser/s shall observe and perform all the rules and regulations and bye-laws which the said Organisation of Purchasers may adopt at the time of its inception and the additions, alterations, amendments thereof that may be made from time to time for protection and maintenance of the said Industrial Estate and the premises therein and for the observance and performance of the Industrial Estate rules, regulations and bye-laws for time being of the CIDCO and/or Government and/or other Public bodies. The Purchaser/s shall also observe and perform all the stipulations, terms and conditions laid down by the said Organisation of Purchasers regarding occupation, and use of the said premises and shall bear and pay and conditions laid down punctually or before the due dates the taxes, expenses for repairs and maintenance, water charges, electricity charges, and other administrative expenses such as salaries and wages of chowkidars, gardeners, clerks, and/or other outgoing in accordance with the terms of this agreement.
- Save and accept as otherwise provided in this agreement, the Purchaser/s shall not let, sub let, transfer, assign or part with the Purchaser/s' right, title, interest or benefit of this agreement or part with possession of the said Gala if delivered before the execution of conveyance in favor of the Federal of the Societies with all the dues payable by the Purchaser/s to the lawfor under this agreement are fully paid and only if the Purchaser/s had not being fully of the ach of non-observance of any of the terms and conditions of this a geoment and until the Purchaser/s has/have introdeed and the termission in writing of the Owner and any agreement it breach of this cover at fall be null and void and will not have any binding orce.
- j) Pay to the owners within seven days with the Owner his/her/their share of security deposit demanded by CIDCO or Government for giving water, electricity or other service connection to the said Industrial Estate.
- k) Not to bring or domesticate on the said property any animals or birds which are by their nature dangerous to the human beings and/or which may damage or cause loss to the said property or the said Industrial Estate or any part thereof and in case of any animals or birds which are usually or normally domesticable, become furious or turn out to be

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expenses payable by the Purchaser/s shall be paid by him/her/it/them immediately on demand.

47) The Purchaser/s for himself/herself/itself/themselves and with an intention to bring all persons into whose hands the said premises may; come (whether as a licensee or otherwise) doth hereby covenant with the owners

- a) To maintain the said Gala at the Purchaser/s own cost of Good/C tenantable repair and condition from the date of possession of the said Gala is taken and shall not do or suffer to be done anything in or to the Industrial Estate in which the said Gala is situated and staircase or any passage which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make any addition or create Mezzanine floor in or to the said Gala or in or to the Industrial Estate in which the said Gala is situated or any part thereof.
- b) Not to store in the said premises any goods which are hazardous, combustible or dangerous or dangerous nature (unless the said goods are properly insured for the third party damages and shall be stored to the extent required by the Purchaser/s for conducting its Industrial units or business) or are so heavy as to damage the construction or structure of the Industrial Estate in which the said Gala is situated or storing of which goods is objected to by CIDCO or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or is likely to damage the staircase, common passages or any other structures of the said Industrial Estate or any part thereof including the entrance of the said Industrial Estate and in case any damage is caused to the said Industrial Estate or any part thereof or to the said Gala or other Galas or any part thereof on account of negligence or default whether deliberate or accidental the Purchaser/s shall be liable to repair at his/her/its/their own costs and expenses further such consequences of such breach or breaches.
- c) To carry at his/her/its/their own costs all internal repairs to the said Gala and maintain the said Gala in the same condition, state and order in which it may be delivered by the Owners to the Purchaser/s and shall not do or suffer to be done anything in or to the said Industrial Estate or any part thereof which may be against the rules, regulations and bye laws of the CIDCO and other Public Authority. In the Event of breach of this covenant or for any act of all faithful the Event of breach of the Purchaser/s whether negligible reliberately, or accidentally, the Purchaser/s shall be responsible and hable consequences thereof to the CIDCO and other Public body.
- d) Not to demolish or cause to be demolished the said alayer any part thereof, nor at any time make of cause to add any additions or alterations of whatsoever nature in two upon the ala or any part thereof, nor any alterations in the elevation detailed colour scheme of the Industrial Estate shall be carried out by the Purchaser/s and the Purchaser/s shall keep the portions, sewers, drains, pipes in the said Gala and appurtenances thereto in good tenantable repair and conditions, and in particular so as to support the shelter and protect the other parts of the said Industrial estate shall not chisel or in any manner damage the columns, beams, walls, slabs, or RCC, pardis or the structural members in the said Gala without prior written permission of the Owner before the formation of the Organisation of the Purchasers



such event the amount paid till then by the Gala purchaser to the Owner under this Agreement shall be refunded to the Gala Purchaser without any interest.

Sala Purchaser shall deposit a sum of Rs.600/- (Rupes Six Hundred Only) for share money, application, entrance fee for Society or Limited or Company.

FIRST SCHEDULE ABOVE REFERRED TO:

ALL that piece and parcel of N. A. Land bearing S.No.239, admeasuring 1-46-7 H.R, equivalent to 14670 Sq. mtrs or thereabout situate lying and being at Village Gokhivare, Taluka Vasai, District of Thane, and within the limits of registration Sub-Dist of Vasai and within the registration Dist. of Thane.

SECOND SCHEDULE ABOVE REFERRED TO:

ALL That Gala No. <u>104</u> on <u>70</u> Floor, admeasuring <u>139.935</u> Sq. mtrs equivalent to Sq. ft built up area in Building industrial estate known as "SHIVALAY INDUSTRIAL ESTATE II" situate, lying and being on the land more particularly described in the FIRST SCHEDULE hereinabove.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEAL THIS DAY AND YEAR FIRST HEREINABOVE MENTIONED.

SIGNED, SEALED AND DELIVERED

by the Withinnamed OWNERS

M/S. SHIVALAY ENTERPRISES

i Through its Partners MR. Yogash s. mishra

In the presence of

SIGNED, SEALED AND BELIVERED

By the Withinnamed PUR CHASER/S

SHRUSMT/M/S. YIKAS

AOR VIKAS FOCKWAY PRIVATE LIMITED

AOR VIKAS FOCKWAY PRIVATE LIMITED

DIRECTOR

dangerous or which cause nuisance to other occupants of the said Industrial Estate to withdraw and remove them from the said Industrial Estate and property at the request of the other occupants of the said Industrial Estate.

- l) Not to store any raw materials, finished goods or other goods equipment's, plant, machinery and other things belonging to or hired by of the Purchaser's on the open space in the compound walker the Industrial Estate or any part thereof so as to cause any inconvenience or obstruction to the other Gala holders in the said Industrial Estate ()
- m) Not to carry any loading and unloading of the materials, finished products, goods, equipment's, plants, machinery in such manner to as to cause any inconvenience or obstruction to the other Gala holders in the said Industrial Estate.
- 48) The Transaction covered under this Agreement at present is not liable to tax under the Service Tax/Sales Tax Laws. If however, by reasons of any amendment to the constitution or enactment or amendment of any other central or State Laws, this transaction is held to be liable to tax as a sale or otherwise, either wholly or in part the same shall be payable by Purchaser plans with other Purchaser on demand by the Owner at any time.
- 49) In the event of the said organization of Purchasers being formed and registered before the sale and disposal of all the premises in the said Industrial Estate by the Owner, the power or authority of the said Organization till the execution of a conveyance in favor of the said society shall be subject to the overall control and authority of the Owner in respect of any of the matters concerning the said Industrial Estate, the construction and completion thereof and all amenities appertaining to the same and in particular, the Owner shall have absolute authority and control as regards the unsold premises and the disposal thereof and to receive and appropriate to themselves abstilizely the sale consideration in respect of such premises. It is the premise to the owner is not liable to pay/contribute manufecture appears to respect of the unsold gala/premises.
- 50) All notices to be served on the Gale Purchasers as contempted by this Agreement shall be deemed to have been in served if sent to the Purchasers by prepaid posts to der certificate posting at his/her/its/their/address specified below

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- 51) The Gala Purchaser shall check up all the fixtures and fittings in the Gala before taking possession of the same. Thereafter, the Gala purchaser shall have no claim against the Owner in respect of any item or work in the Galas or in the said Building/buildings Which may be alleged not to have been carried out and/or completed and/or binding not in accordance with the Plans, specifications, and/or this Agreement and/or otherwise howsoever in relation thereto.
- 52) In the event of the Gala Purchaser attempting, to and/or disposing off the Gala or any part thereof to any person or party (without the written consent of the Owner) this Agreement shall without further notice automatically and forthwith stand cancelled and revoked and then in

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FOR M/S SHIVALAY ENTERPRISES

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Partner

WITNESS:

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हक्काचं पत्रक (गाव: न. क: ६) परिणाप झाले लें पूरापर क्रमांक व सपादन कलंला अधिकाग्यं स्वरूप उंपविधा क्रमंक ल्लाररेक १८-४-34 रवरहोहा 235-0 Sdxxx पावलीक्रव हैं वस्त्याद पिकिय 99/4/34 असरत बरहुकुम छएं नक्कल वजू आसं)

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हक्छाचं पत्रक (गाव. न. क्र. ६)

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वसई - ३ ८ हक्कांचे पत्रक (गाव. न. क्र. ६) परिवाप प्रालेले मपादन कंलंत्या अधिकाराचं स्वरूप ऑफ्कान्यानं पूमायन क्रमांक व मकार्य किंगा राग. वर्षावर्षांग क्रमांक 9/90/08 हरतां केलों कार्यां 233/~ 12 Japa) 11 realestill Bacosuchid seiling रांत्रस्टर् वयाई धोच कार्र D रायनेम्मेशल काडाकाल स्वास्त्राका न जिलामित्रमार करिनमामें ति स्परिसार्ग िन्द्रकार न्तरामस्याम् कराह @ कारा)को वराप्राम्बाराव स्तर्भकर न्ति कि स्मिलीय वस्ताव सिक्टर @ 4121000 Oct2114 रिसेकेस्र 6 यार्क्टीके किक अस्ट्याव द्वास स्थित रहा मात्र D रिकार्ड इन १४१ रिमक केर 16 11196 शह 20114 स्पिक्टेंग @ HILLE रहास स्मिक्कर। @ काहारीके इन्सिस सिल्पेर। रा. मार्गिकायर भीन्यासूक) लाव 907e/re 2200 1. 1. 102800 4/-(8-184(1) 013 (05/10) (ca) willed व्यापन रवरदरियमान रपरदर्ग कर्ज धारते. हि.ते. क्षेत्र 341911 (315) or 32:41) (Daign 94-5 कारीय रामार्ड रवारेश्रेस्त भागाव U. 19 95/2/05 =211 DEDENTARD

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संदेश ार-निवाद निवाद निवादी कर्य असं) (19912००७ आदेशा संपादन केलंत्या अधिकाणचे अरायार 94-92 93 उपविद्यान-फ्रमांक मुमापन क्रमांक य र्पाणान झातेले 700 सलाता । - CH LAND £8 9,087,2610 यदाइवे किंवा जेव मंडच अधिकारो e19912006 अधिक न्याची माउवा नाक न्यू रा न्यमलरार ध्यक् । कार के यम 3017261 L 829072 12099

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eny further resale of open plots probibited unless with specific prior permission from the unlessioned and - 3 c

No plot shall further be sub- dividing or onelembted with without obtaining the prior permission of the Collector of Thane.

- 7. No building shall be constructed on the plots unless approve of building plan is obtained from the appropriates i.e. both the Revenue Authority and the local ath authori The building construction shall be in accordance with the hah. Land Revenue Rules and the rules framed by the local authority.
- All the plots in the layout shall be used for Industri purpose of which the plot holder shall apply for building permission with the site plans and building plans within a period of one year from the date of this order failing whi this permission shall be deemed to have been lansed.
- No structure shall be allowed to be constructed on lands shown as open space in the layout. The open space shall be properly developed and maintained by the holder to it is handed over to the appropriate authority for maintenance wherever required to do.
- 10. The occupant shall at make his own cost the arrangement for water supply, electricity and drainage his without creating any insahitary conditions in the surrounding area.
- That no building permission proposal in any of the sub-plot will be considered unless an authentic measurement plan certified by the Dist. Inspector of Land Records, Thone

Further in exercise of the powers vessed in him under section 44 of the Mah. Dand Revenue Code, 1966 and under section 13 of the Mah. Ferinal War Planding Act, 1966 the Collector of Thane is cleased of grant Shri. Michel Bastyav and 6 others of thirare stuke Wasai non agril. permission to use an area alleasuring 1570 sq. atrs. Out of S.No. 239 of Goldhiware patra for the non agril. purpose of Industrial purpose of Conditions. to the following

- 12. the grant of permission shall be subject to the p provision of the code and rules made thereunder.
- that the grantee shall use the land together with the building and/or structured the same, only for the purpose for which the land is persitted to be used and shall not use it or any part of the land or the ding for any other purpose without obtaining the previous aritten permission that effect from the collector, for this purpose, the use of a building shall deposite the use of the land



- Application it. 5/5/85 from Shri. Philip B. READ: -1.Sequeira P.A. Holder of Shri. Michel Bastyay and six others of Golthiware Taluka Vasai Dist. Thase.
 - Correspondance ending with letter No. NAP/Layout/ Vasai/Golchivare/SS/Thane/3592, Ut. 25/9/19.5 from the Asstt. Director of Town Planning, Thane.
 - The Joint Director of Industries Dombay Ho.LMD/THN/NAP/85/E_1429, dt. 16.12.85.

The Tahsildar, Vasai's report No. NAP 4514 - 352 at. 25.10.85.

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ORDJR

in hin under In exercise of the powers vested read with para 16 of Part II of Schedulo III of M.L.R. (Conversion of use of land and N.A.A.) Rules, 1969; the Collector of Thune is pleased to approve the accompanying layout for Industrial purpose only-for the land admeasuring 14670 sqr. mtrs. in respect of S.No. 239 of village Gokhiwar. Taluka vasai owned by Shri. Michel Bastyav And 6 others of village-Gokhiware, Taluka Vusai.

The layout is approved subject to the provisions of Mah. Land Revenue Code and Rules made thereunder and also subject to the provisions of Bombay Tenancy and Agricultural Lands act, 1948 and rules made thereunder with following encitions.

- The layout permission and the sale/purchase/permission will be subject to the provisions of the Mah. Land Revenue Code, 1966, Mah. Regional Town Planning Act, 1966, Urban Land Coiling and Regulation Act, 1975 and Bombay Tenancy and Agricultural Lands Act, 1948 and Rules framed thereunder
- 2. All the plots, open spaces through the distribute the layout shall be desarcated on site through the Dist.

 Inspector of Land Records, and the Dist. R. Thome. The width of the road and the through spaces hall be similarly be adone to. strictly be adhere to.
- 3. The layout roads shall be llowed to be used by adjucent holder for the purpose of the purpose of the roads in the layout actually constructed in spitched handed over to the concerned local authority follows it with spaces as shown for the public purposit
- 5. All the plots should be disposed of fithin a period of one year from the date of this order and if the N.A. use of the land is not commenced within this stipulated period

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14. that the grantee shall not sub-divide the ptot or sub-plots if any approved in this order, without getting the sub-divisions previously approved from the authority granting this permission.

- 15. that the grantee shall develop the land strictly in accordance with the sanctioned layout plan within a period of one year from the date of this order by (a) constructing roads, drains etc. to satisfaction of the Collector and the concerned Mun. authority and (b) by measuring and demarcating the plotsby the survey department and untill the land is so developed, no plot therein shall be disposed of Aby bin in any manner.
- of by the grantee it shall be duty of the grantee to sell or otherwise dispose of that plot to the condition mentioned in this order and Sanad and to make a specific mention about this in the deeds to be executed by him.
- 17. That thes permission is to build a plinth area of the plot and the remaining area of the plot shall be kept vacant and open to sky.
- 18. that the grantee shall be bound to obtain the requisite building permission from the village Panchayat Gokhiware before starting construction of the proposed building or other structure if any.
- 19. that the grantee shall got the building plans approved by the competent authority, where the building control vests in that authority and in other cases, he shall prepare the building plans strictly according to the provisions contained in the schedule III to appended the MahLand Revenue (Conversion of use of land and N.A. Assessment) Rules, 1969, and get them approved by the Collector, Thane and construct the building according to the sanctioned plans.
- 20. that the grantee shall maintain the open marginal distance shown in the enclosed plan.
- 21. that the grantee shall contence the W.A. use of the land within the period of the year from the date of this order unless period is embedded from time to limit failing which the permission shall be abened to have been cancelled.
- 22. that the grantee shall communicate the date of commoncement of the N.A. use of the land and/or change in the use of it to the Tahsildar Yasai through the Talathi within one month failing which he shall be liable to be dealt with-under Rule 6 of the Mah. Land Revenue (Conversion Dr. use of land and N.A.A.) Rules, 1969.
- 23. that the grantee shall be the W.A.A. An respect of the land at the rate of the date of commencement of the W.A. use of the land

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for the purpose of which the permission is granted. In the event of any change in the use of the land, the N.A.K. shall be liable to be levied at the different rate irrespectively of the fact that the guarantee period of N.A.A. already levied is to be expired.

24. that the grantee shall pay the measurement fee within one north from the date of commencement of N.A. use of the land.

- 25. that the g N.A.A. shall be guaranteed for the period ending 31/7/1991 after which it shall be liable for revision at revised rate, if any.
- 26. that the area and the N.A.A. mentioned in this order and the sanad shall be liable to be altered in accordance with the actual area found on measuring the land by the survey deptt.
- 27. that the grantee shall construct substantial blag. or other structure, if any, in the land within a period of three years from the date of commencement of the N.A use of the land. This period may be extended by the Collector in his discretion, on payment by the grantee such fine premium as may be imposed as per G.vt. orders.
- 28. that the grantee shall not make any additions and alterations to the building already constructed as persanctioned plans without the grevious permission of and without getting the plans thereof approved by the Collector.
- 29. that the grantee shall be bound to execute a sanad in form as provided in schedule IV or V appended to the Mah. Land Revenue (Conversion of use of land and N.A.A.) Rules, 1969, embodying therein all the conditions of this order, within a period of one month from the date of connencement of the N.A. use of the land.
- 30. the undersigned is ptoliberty to today or amend as of the conditions from the to this and the holder shall be liable to abide by them.
- 31. If the grantee contravences any of the conditions nentioned in this order and bose in the sanad, the permitted which he may be liable under the distance of the code continued the said land/plot in the occupation of the applicant on payment of such fine and assessment as he may direct.
- 32. The grant of this permission is subject to the provisions of any other laws for the time being inforce and that may be applicable to the relegant other fact of the case.



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the Bombay Tenancy and Agricultural Lands Act, 1942 the Maharashtra Village Panchayat Act, the Municipal Act etc.



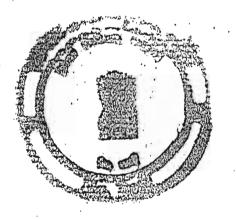
Shri. Michel Bastyav and 6 others of village-Gokhivare (with approved plan) Taluku Vasai Dist. Thane.
Thane.

*::

To

jag/-





CTOA # V.W.

FUSHPAK V. RAUT ADVOCATE & LEGAL ADVISOR

Mob.: 9960332999

OFFICE: 215, 2nd FLOOR, GOKUL PI VEER SAVARKAR MARG, VIRAL OPP. RAILWAY PHATAK, TAL. V DISTRICT THANE, PIN CODE: 40

OFFICE TIME: 6.00 P.M. to 8.00

TITLE CERTIFICATE.

TO WHOM SO IT MAY EVER CONCERN

88182

Ref: In the matter of land situate lying and being at village - Gokhivare, Taluka: Vasai, District: Thane within the Jurisdiction of Sub-Registrar at Vasai I, bearing Survey No.239, admeasuring 14670 Sq. Meters or thereabout assessed at Rs. 15.12 is owned by 1. MR.YOGESH SURESH MISHRA, 2. MR. RASIKBHAI VALLABHBHAI PATEL, 3. MR. KUNAL RASIKBHAI PATEL. (hereinafter referred to as "THE SALE PROPERTY" for the sake of brevity)

THIS IS TO CERTIFY THAT: -

1. Search in respect of said property taken a the office of Sub-Registrar at Vasai I, II III for 30 years to year 1978 TO 2007.

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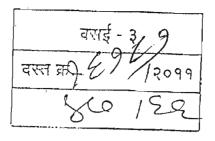
- 2. The said land was originally owned ARTMARAM MANORDAS the said MR. ARTMARAMONS MANORDAS sold and conveyed the said Cand Page SMT. PAVLINBAI BASTYAV SEQUETRA Vide Registered Conveyance Deed dated 24.02.1935.
- 3. SMT. PAVLINBAI BASTYAV SEQUEIRA died intestate leaving behind 1. INAS BASTYAV SEQUEIRA 2. MICHALE BASTYAV SEQUEIRA 3. PHILIP BASTYAV SEQUEIRA as only legal heirs.
- 4. INAS BASTYAV SEQUEIRA died intestate on 01.08.1978, leaving behind 1. BASTYAV IGNATIES (INAS) SEQUEIRA 2. RICHARD INAS SEQUEIRA 3. MARGARET INAS SEQUEIRA 4. PAVLIN INAS SEQUEIRA 5. CATHERIN INAS SEQUEIRA as his only legal heirs.
- 1. PHILIP BASTYAV SEQUEIRA 2. MICHALE BASTYAV SEQUEIRA 3. SEBASTIAN @ BASTYAV INAS SEQUEIRA 5. PAVLIN RICHARD INAS SEQUEIRA SEQUEIRA 6. MARGARET INAS SEQUEIRA 7. CATHERIN INAS SEQUEIRA agreed to M/S KHOKHANI DEVELOPER Fide agreement for sale dated 26.04.1983 enter into by and between them. The said land has been converted in to N.A. Land vide check REV.D.I.IX. NAP.SR.114/85 issued ЭУ the Collector, Thane.

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- 6. 1. PHILIP BASTYAV SEQUEIRA 2. MICHALE BASTYAV SEQUEIRA 3. SEBASTIAN @ BASTYAV INAS SEQUEIRA 4. RICHARD INAS SEQUEIRA 5. PAVLIN INAS SEQUEIRA 6. MARGARET INAS SEQUEIRA 7. CATHERIN INAS SEQUEIRA sold and conveyed the said land to M/S KHOKHANI DEVELOPERS vide Registered Conveyance deed dated 18.09.1986 Register with Sub-Registrar Vasai at Sr. No. 2187.
 - M/S KHOKHANI DEVELOPERS vide Registered Conveyance deed dated 29.04.1987 Register with Sub-Registrar Vasai at Sr. No. 1224 sold and conveyed the said land to M/s PIDILITE INDUSTRIES LIMITED.

7.

- INDUSTRIES LIMITED 8. M/S PIDILITE vide Registered Conveyance deed dated 23.03.2007 with Sub-Registrar Vasai IFI Register 3263/2007 Sr. No. (NALLASOPARA) at on 28.03.2007 sold and conveyed the said land to M/s SAGAR DEVELOPERS.
- 9. Thereafter the said M/s SAGAR DEVELOPERS sold and conveyed the said land on 1. MR.YOGESH SURESH MISHRA 2. MR.RA LEBHAI VALLABHBHAI PATEL 3. MR.KUNAL RASIL AI PATEL by a Conveyance deed dat d 2007, duly registered on 11.07.200 a Registration



Serial No.7298/2007 at the office of Subregistrar Vasai III (NALLASOPARA).

- 10. Thereafter the said land is held and possessed as owners thereof by the said 1. MR.YOGESH SURESH MISHRA 2. MR.RASIKBHAI VALLABHBHAI PATEL 3. MR.KUNAL RASIKBHAI PATEL as joint owner without any encumbrances of whatever nature.
- 11. I have investigated the revenue records maintained by Tahsildar Vasai and Talathi Sajja Gokhivare, Taluka-Vasai, Dist.Thane with respect to the said property.
- 12. I have collected the relevant information of the said land from 1. MR.YOGESH SURESH MISHRA

 2. MR.RASIKBHAI VALLABHBHAI PATEL 3. MR.KUNAL RASIKBHAI PATEL.

AND I FURTHER CERTIFY THAT: -

- 1. The said owners 1. MRTYCESH SURESH MISHRA 2. MR.RASIKBHAI VALLE BHAI PATEN 3. MR.KUNAL RASIKBHAI PATEL have absolutely of med, seized and possessed of otherwise well and sufficiently entitled to the deproperty as joint owners.
- The said owners 1. MR.YOGESH SURESH MISHRA
 MR.RASIKBHAI VALLABHBHAI PATEL 3. MR.KUNAL
 RASIKBHAI PATEL as joint owners have not sold,

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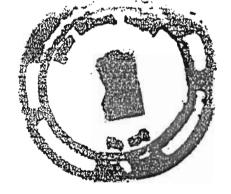
mortgage, transferred or disposed of the said property to any person/s or any group or association of the persons or have not created any charge, lien or encumbrances of any nature or third party interest over the said Property.

3. Under the circumstances the title to the said property of the said owners 1. MR.YOGESH SURESH MISHRA 2. MR.RASIKBHAI VALLABHBHAI PATEL 3. MR.KUNAL RASIKBHAI PATEL is clear and marketable and the same is free from all encumbrances and reasonable doubts of what so ever nature.

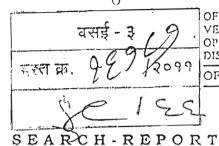
Dated: 05/12/2007.

At: Virar.

PUSHPAK VASUDEO RAUT



PUSHPAK V. RAUT
ADVOCATE & LEGAL ADVISOR
Mob.: 9960332999



OFFICE: 215, 2nd FLOOR, GOKUL PLAZA, VEER SAVARKAR MARG, VIRAR (E) OPP. RAILWAY PHATAK, TAL. VASAI, DISTRICT, THANE, PIN CODE - 401 305
OFFICE TIME: 6.00 P.M. to 8.00 P.M.

I have taken search at the office of Sub-Registrar at Vasai I, II, and III for 30 Years from 1978 to 2007 of piece and parcel of land situate lying and being at village - Gokhivare, Taluka: Vasai, District: Thane within the Jurisdiction of Registrar at Vasai bearing Survey No. 239 1.4670 Sq. Admeasuring Meters thereabout or assessed at Rs.15.12 owned by 1. MR.YOGESH SURESH 2. MISHRA MR.RASIKBHAI VALLABHBHAI PATEL 3.

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MR.KUNAL RASIKBHAI PATEL.

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Survey No. 239 ALLA

:- M/S KHOKHANI DEVEL Vendor

Thru it's partner

ANIL RASIKLAL KHOKEAN FO

12099

PURCHASER: - M/S PIDILITE INDUSTRIES

49 128

ENTRY (2) : Conveyance Deed

Survey No. 239 AREA 14670 Sq. meters

Dt.:23.03.2007

Dt.:28.03.2007 at Sr.No.3263/2007.

Vendor

:- M/S PIDILITE INDUSTRIES

Thru it's Director

MR. V.S.VASAN

PURCHASER: - M/S SAGAR DEVELOPERS

Thru it's proprietor

MR. MOHAMMAD YUSUF

ENTRY (3) : Conveyance Deed

Survey No. 239 AREA 14670 Sq. meters

Dt.:11.07.2007

Dt.:11.07.2007 at Sr.No.7298/2007.

Vendor :- M/S SAGAR DEVELOPERS

Thru it's prepr

MR. MOHAMMAD TUSUE

PURCHASER: - 1. MR. YOGESH SURESH MISH

2. MR.RASIKBHAI VALBABHBAAI PATEL

3. MR.KUNAL RASILEDHEL PACEL

Dated: 05.12.2007

At: VIRAR.

PUSHPAK VASUDEO RAUT

ADVOCATE

Fifth

शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

अंबिका कमर्शियल कॉम्प्लेक्स, दूसरा मजला, वसई (पूर्व), जि. ठाणे ४०१ २१० दूरध्वनी : (कोड - ९५२५०) २३९०४८७ फॅक्स : (कोड-९५२५०) २३९०४६६ CIDCO/VVSR/CC/BP-4318/E/

30/04/200

संदर्भ क्र. :

Τo.

Mr. Yogesh Suresh Mishra.

Mr. Rasikbhai Vallabhbhai Patel &

Mr. Kunal Rasikbhai Patel,

A/303, Dattatrey Tower-I,

Near HDFC Bank,

Evershine City, Vasai Road(E).

Dist: Thane.

Sub: Commencement Certificate for the proposed layout of Industrial Buildings on la bearing S.No.239 of Village: Golchiware, Tal: Vasai Dist Thane

Ref: 1) N.A. Order No.REV/DESK-I/T-IX/SR-114/85 dated 28/05/1986 from t Collector, Thane

2) TILR M.R. No.432/Vasai dated 23/02/1987 for measurement

 GSDA certificate vide letter No. LGW 10-2008/CN107/ 55/107/2008 date 29/01/2008 for potable water supply.

4) EE(BP-VV)'s Report dated 23/01/2008.

5) NOC from Gokhivare Grampanchayat vide letter dtd 05/12/2007 for Constructio

Your Licensed Surveyor's letter dated 19/04/2008.

Sir/ Madam,

Development Permission is hereby granted for the proposed layout of Industrial Buildings unc Sec. 45 of Maharashtra Regional and Town Planning Act, 1966 (Mah. XXVII of 1966) to N Yogesh Suresh Mishra, Mr. Rasikbhai Vallabhbhai Patel & Mr. Kunal Rasikbhai Patel.

It is conditions—mentioned in the letter No.CIDCO/ VVSR/CC/BP-4318/E/1218 dat 20/042008. The detail of the layout is given below:

No.239 of Village Gokhivare. 1) Location 2) Land use (predominant) 3) 0.00 sq.m. Gross Plot Area .a) Area under engrowth thent b) D.P. Road reservation (20-**№**34 sq.m 663 sq.m. \$87 sq.m. c) Nalla Reserv:爾內曼 5) Net plot area 116 sq.m Area under Residential Zone .171 sg.m. 6) 7.945 sg.m. 7) Area under Industrial Zone 🦠 8) R.G @ 10%(including encroad 186.845 sq.m 578.900 sq.m 9) C.F.C @ 5% 10) Balance plot area 9812.200 sq.m 0.75 11). Permissible F.S.I

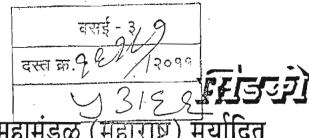
12). Permissible Built up area13) Built Up Area proposed

14) No. of Buildings

7359.150 sq.m 7342.645 sq.m.

3 Nos.

Contd....



शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

अंबिका कमर्शियल कॉम्प्लेक्स, दूसरा मजला, वसई (पूर्व), जि. ठाणे ४०१ २१० दूरध्वनी : (कोड - १५२५०) २३९०४८७ फॅक्स : (कोड-१५२५०) २३९०४६६ CIDCO/VVSR/CC/BP-4318/E/ (220

36/04/2008

संदर्भ क्र. :

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Water Based /Chemical/ Hazardous /Obnoxious units shall not be allowed in the proposed industrial estate.

No objection and consent letters from Pollution Control Board and also NOC from such other authorities / bodies, or organizations shall be obtained from time to time as per the prevailing applicable laws and observe their conditions scrupulously.

This order is to be read along with the accompanying drawings with this letter, This certificate shall remain valid for a period of one year commencing from the date of its issue.

CIDCO reserves the rights to amends or add any condition in respect of engineering report and the same shall be binding on the applicant.

In no case sewage effluent shall find its way to any water body directly / in directly at any time.

The owner shall be responsible to discharge water or proposed drain system by connecting to the near by discharge point like natural drain, existing drain or municipal drain as per sanction DP plan. Owner shall take all measure as directed, which takes care to avoid flooding due to development in proposed layout.

Discharge of sewage shall confirm to norms and standards prescribed by Maharashtra State Pollution Control Board.

There shall be no felling of tree except as per prevailing rules.

The owner shall give facility to other adjacent plot owner for efficient disposal of storm water without any condition.

CIDCO may impose any additional conditions from time to tune deping the progress of progress, if required necessary.

Rain water harvesting structures shall be sited a not to endanger the stability of building or earth work, the structures shall be design such that on dampness is cause if any part of the wall or foundation of the building or those of adjacent buildings.

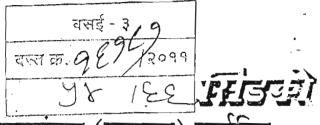
Installation of SAWHS shall conform to BIS (bureau of Indian standard) specifications IS 12933. The solar connectors used in the system shall have the self-training mark.

You shall asked for revised engineering report, in case of any change in the layout plan.

Portion of 20 M. D.P. Road falling in the layout boundary of the proposed plot, the crust thickness shown in the cross section of road shall be provided while developing and stage wise completion certificate shall be obtained from Engineering Section.

Contd....3.

नोंदणीकृत कार्यालय : 'निर्मल,' दुसरा मजला; नरीमन पॉईंट, मुंबई - ४०० ०२१. दूरध्वनी ६६५० ०९०० फॅक्स : ००-९१-२२-२२०२ २५०९ मुख्य कार्यालय : सिडको भवन, सी. बी. डी. बेलापूर, नवी मुंबई - ४०० ०६१४. दूरध्वनी : ६७९१ ८१०० फॅक्स : ००-९१-२२-६७९१८१६६



शहर व ओद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

अबिका कमर्शियल कॉम्प्लेक्स, दूसरा मजला, वसई (पूर्व), जि. ठाणे ४०१ २१० दूरध्वनी : (कोड - ९५२५०) २३९०४८७ फॅक्स : (कोड-९५२५०) २३९०४६६

संदर्भ का. : CID(

CIDCO/VVSR/CC/BP-4318/E/1226

दिनांक :

/04/2008

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The undertaking submitted by the owner in respect of development of access rod with drain shall form the part for grant of occupancy certificate.

The owner shall construct retaining wall along the boundary of plot and submit structural stabilit certificate from licensed structural engineer.

You will have to construct retaining wall to the nalla as per the Development Plan-2007. Up to

Yours faithfully

Encl.: a/a.

c.c. to:

 M/s. Prithvi Arch Consultants 122, Gauri Complex, Navghar Vasai Road (E), Taluka Vasai, DIST: THANE.

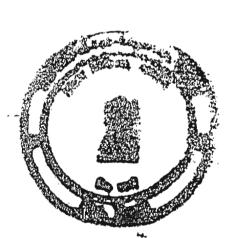
The Collector,

Office of the Collector, Thane.

3) The Tahasildar

Office of the Tahasildar, Vasai

4) CUC(VV)



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CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

Ambika Commercial Complex, Second Floor, Vasai (East), Dist. Thane - 401 210.

Phones: (Code - 95250) 2390487 · Fax: (Code: 95250) 2390466

Ref. No.

CIDCO/VVSR/CC/BP-4318/E/1218

Date:

39/04/2008

CONDITIONS FOR COMMENCEMENT CERTIFICATE

The set of the conditions as mentioned below shall be read with the Commencement Certificate of the particular building as mentioned.

- 1. The commencement certificate is liable to be revoked by the Corporation if :
 - 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.
 - b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Corporation is contravened.
 - c) The Managing Director, CIDCO, is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him, in such event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashira Regional and Town Planning Act, 1966.
- 2. The applicant shall :
 - a) Give notice to the Corporation immediately after starting the development work in the land under reference.
 - b) Give notice to the Corporation of another up to the plant level & obtained plinth completion certificate before the commencement of the further work.
 - c) Given written notice to the Gorganition regarding completion of the work.
 - d) Obtain an occupancy certificate from the Corpolation.
 - e) Permit authorized officers of the Corporation of the purpose of inspection with regard to be wing building control regulations and conditions of the certificate.
 - Pay to CIDCO the development charges as indicated in Appendix "A" along with interest @ 18%, p.a. on the balance amount. If the rate of interest is enhanced by CIDCO the same will be applicable. The applicant shall pay to CIDCO the development charges as agreed in the undertaking submitted by him on 30/11/2007...

Contd.... 2.

REGD. OFFICE: 'Nirmal', 2nd Floor, Nariman Point, Mumbai - 400 021; Phone: 6650 0900 • Fax: 00-91-22-2202 2509 HEAD OFFICE: CIDCO Bhavan, CBD-Belapur, Navi Mumbai 400 614. Phone: 6791 8100 • Fax: 00-91-22-6791 3160

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CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMIT

Ambika Commercial Complex, Second Floor, Vasai (East), Dist. Thane - 401 210.

Phones: (Code - 95250) 2390487 • Fax: (Code: 95250) 2390466

Ref. No.

..... 2 Date

- ii) S.NO./CTS No. Ward No. Village Name alongwith description of its boundaries.
- iii) Order number and date of grant of development permission/redevelopment permission issued by Planning authority.
- iv) FSI permitted.
- v) No. of residential/commercial flats and shops with their areas.
- vi) Address where copies of detailed approved plans shall be available for inspection.
- viii) A notice in the form of an advertisement, giving all the details mentioned in I) to vi) above shall also be published in 2 widely circulated news papers one of which should be in regional language.
- The structural Design including the aspects pertaining to seismic activity, Building materials, Plumbing Services, Fire Protection, Electrical installation etc. shall be in accordance with the provisions (except for the provisions in respect to Floor Area Ratio) prescribed in the National Building Code amended from time to time by the Bureau of India Standards.
- 4. The commencement certificate shall remain valid for a period of one year for them particular building under reference from the date of its issue.
- 5. The conditions of the certificate shall be binding not only on the applicant but also on his successors, and every person deriving title through a remoder them.
- 6. A certified copy of the approved plan shall the will be approved by approved plan shall the will be approved by approved plan shall the will be approved by approved by approved plan shall the will be approved by approve
- 7. he land vacated in consequence of the enforcement of the set-back rule shall form part of the public street.
- 8. No new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until accordance certificate has been granted by this Corporation, if the occupancy is reported before the security deposit of the said building shall be forfelted.
- 9. This permission does not entitle you to develop the land which does not vest in you.
- 10. You shall provide over-head water tank on the building as per the Bombay Municipal Corporation standards and to the satisfaction of Special Planning Authority.

Contd...... 3.

REGD. OFFICE: 'Nirmal', 2nd Floor, Nariman Point, Mumbai - 400 021. Phone: 6650 0900 • Fax: 00-91-22-2202 25 HEAD OFFICE: CIDCO Bhavan, CBD-Belapur, Navi Mumbai 400 614. Phone: 6791 8100 • Fax: 00-91-22-6791 81

वसर्ड - ३८ १ । १२०११ छुट्टि छुट

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

Ambika Commercial Complex, Second Floor, Vasai (East), Dist. Thane - 401 210.

Phones: (Code - 95250) 2390487 • Fax: (Code: 95250) 2390466

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Date :

- 11. You should approach Executive Engineer (MSEB) for the temporary power requirement, location of the transformer etc. The permanent power connection from MSEB can be obtained only after getting the necessary occupancy certificate from this Corporation.
- 12. The transfer of the property under reference can be defected only after the necessary approval from Special Planning Authority or occupancy certificate is obtained by the applicant before any such transfer.
- 13. You shall provide at your own cost, the infrastructural facilities with the plot as stipulated by the Planning Authority (Internal Access, channelisation of water, arrangements of drinking water, arrangements for conveyance, disposal of sullage and sewage, arrangement of collection of solid waste) before applying for occupancy certificate. Occupancy Certificate shall not be granted unless all these arrangements are found to CIDCO's satisfaction.
- 14. As far as possible no existing tree shall be cut. If this is unavoidable, twice the number of trees cut shall be planted.
- 15. The grant of this permission is subject to the provisions of any other law for the time being in force and that may be applicable to the case e.g. Urban Land (Ceiling & Regulations) Act 176 & getting the building plans approved from various authorities.
- 16. You shall provide potable water to the consumer / occupier of tenements/units before applying for occupancy certificate. The possession of said property shall not be given before occupancy certificate will be granted only after verifying the provision of potable water to the occupier.
- he owner shall get the approved layout demeter (2.0) the site by the Surveyors of the DILR, Thane, and shall submit to the clarific Authority (2.0) for records the measurement plan certified by the DILR thank. The demarcation of approved layout on the site shall be carried out so as not to after /reduce the dimensions and area of the roads, open space or other reservations the demarcated layout measurement plan certified by DILR shall be submitted after grant of occupancy cartificate.
- The owner shall provide at his own cost the following infrastructural racilities of such standards (i.e. standards relating to design material of specifications) as stipulated by the Planning Authority.
 - a) Internal access roads alongwith storm water drains.
 - b) Channalisation of water courses and culverts, if any.

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CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMIT

Ambika Commercial Complex, Second Floor, Vasai (East), Dist. Thane - 401 210. Phones: (Code - 95250) 2390487 • Fax: (Code: 95250) 2390466

Ref. No.

..... 4 Date :

- c) The arrangements of water supply and drainage disposal shall be made by the individual owner of the plot at his own cost.
- d) Arrangements for collection of solid waste.
- e) All fire fighting requirement alongwith necessary accessories as prescribed in DCR and national building code and as per chief fire officer remarks.
- 19.. The low-lying areas shall be filled as per EE(BP VV)'s report R.L. to achieve formation levels indicated on the development plan prepared for Virar-Vasai Sub-Region. Further, the required arrangements of storm water drain and septic tank /STP or any other arrangement as may be prescribed, shall have to be done according to the specifications.
- 20. The owner shall permit the use of the internal access roads to provide access to an adjoining land.
- 21. The owner shall submit to the Planning Authority the scheme of the development of 15% compulsory recreational space and develop it in accordance with the approved scheme
- 22. The owner shall not further sub-divide or amalgamate plots without obtaining prior approval of the Pianning Authority.
- 23. The owner shall not dispose off any plot or tenement unless the infrastructural facilities mentioned in conditions No. 20 above are actually previded.
- 24. If the owner does not make adequate arrangements for adhyonated and disposal of sullage and sewage before disposal of the object, he shall, through appropriate agreements, ensure that this obligation is cast upon the buyers of the plot or tenements.
- 25. The owner shall observe all the rules in local regarding over headender ground electric lines / transmission lines/utilities passing through the layout while designing the individual buildings and while getting the approval of the layout while designing the individual buildings and while getting the approval of the layout while designing the individual buildings and while getting the approval of the layout while designing the individual buildings and while getting the approval of the layout while designing the layout while d
- 26. No construction on sub-divided plots shall be allowed unless mernal road and gutters are constructed to the satisfaction of the appropriate authority.
- 27. Open space shown in the layout shall be kept open permanently and shall be handed over to the appropriate authority.

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Date:

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

Ambika Commercial Complex, Second Floor, Vasai (East), Dist. Thane - 401 210.

Phones: (Code - 95250) 2390487 • Fax: (Code: 95250) 2390466

Ref. No.

.... 5

- No plot should be disposed off unless the sale permission under Section 43 of the B.T. & A.L. Act is obtained from the sub-divisional officer concerned if the land under reference is a restricted tenure land.
- 29. No development shall be taken up unless the N.A. Permission is obtained from the collector under the provisions of M.L.R. Code 1966.
- 30. If the plot is intended to be sold or otherwise disposed off by the owner, it shall be done by the owner only on his subject to the conditions mentioned in this order. He shaii invariably make specific mention about these conditions in the deed to be executed by him.
- 31. This order is liable for cancellation on contravention or breach of any of the conditions of this order.
- 32. Notwithstanding anything contained in the Commencement Certificate conditions, it shall be lawful for the Planning Authority to direct the removal or alternation of any structures erected or the use contrary to the provisions of this grant. Planning Authority may cause the same to be carried out and recover the cost of carrying out the same from the grantee / successors and every person deriving title through or under them.
- 33. The owner shall have to provide water in requisite quantity from the sources to the prospective flat buyers for perpetuity.
- 34. The plinth level will be 600 mm above the nearby road level (top of camber).
- 35. NOC from local municipalities for clearing the septic tank from time to time is required to be obtained.
- 36. Separate stacks for ground for upper flows sewerage disposal shall be provided.
- 37. Drinking water wells should be well built an elliprotect
- 38. If the length of the proposed building excess 45 M me expansion joints shall be provided at suitable places with suitable materials.
- While extracting water from undergious city follow the instructions given by Sr. Geologist of the G.S.D.A. to ensure that proper quality and quantity of water is available to you and no contamination of the water source and its surroundings takes place.

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CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITE

Ambika Commercial Complex, Second Floor, Vasai (East), Dist. Thane - 401 210. Phones: (Code - 95250) 2390487 • Fax: (Code : 95250) 2390466

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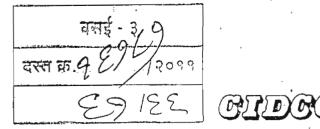
Date:

40. You will not take up any development activity on the aforesaid property till the court matter pending if any in any court of law, relating to this property is well settled.

- 41. You will make suitable arrangements for temporary accommodation and permanent accommodation of the tenants, if any while redeveloping the scheme and will also give a proposal to accommodate them. Plinth Completion Certificate shall be issued only after such a proposal is received.
- 42. You will construct the society room as proposed and approved in the plan and it will not be used other than for society's purpose. This society room shall be handed over to the Co-operative housing Society to be formed in due course.
- 43. For the portion of the compound wall arounded off at the corner at roan junctions, M.S. grills over 0.75 m of brick work, upto the height of 1.5 m from the ground shall be provided.
- 44. This development permission enable you to construct upto plinth level only. For further construction plinth completion certificate has to be obtained from the office.
- 45. 92 Nos. of trees shall be planted on site...
- 46. You will not take up any development activity on the aforesaid property till the court matter pending it any in any court of law, relating to this property is well settled.
- 47. Only one unit shall come up in each gala and no sub-division of galla for subletting or accommodating other unit shall be allowed.
- 48. You shall submit detailed proposal in consultation with Engineering Department, CIDCO for rain water harvesting and solid waste discosting treat dry and organic waste separately by design department before applying for plinth completion certificate.
- 49. You shall submit detailed proposal in consultation with Entitieering Department, CIDCO for sewage treatment plant by way of callege treatment plant recycling of water and solid waste disposal through composting verticulture project before applying for plinth completion certificate.
- You shall use fly ash bricks or blocks or classor cement fly ash bricks or blocks or similar products of a combination of aggregate of them in the construction of the project and as per the notification of Ministry of Environment & Forest Govt. of India date 27th Aug. 2003.

Contd..... 7.

REGD. OFFICE: 'Nirmal', 2nd Floor, Nariman Point, Mumbai - 400 021. Phone: 6650 0900 • Fax: 00-91-22-2202 2509 HEAD OFFICE: CIDCO Bhavan, CBD-Belapur, Navi Mumbai 400 614. Phone: 6791 8100 • Fax: 00-91-22-6791 ₹ 166



CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHABASHTRA LIMITED

Ambika Commercial Complex, Second Floor, Vasai (East), Dist. Thane - 401 210.

Phones: (Code - 95250) 2390487 • Fax: (Code: 95250) 2390466

Ref. No.

CIDCO/VVSR/CC/BP-4318/E/

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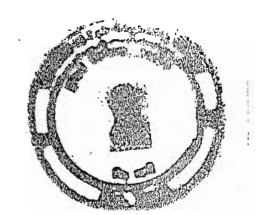
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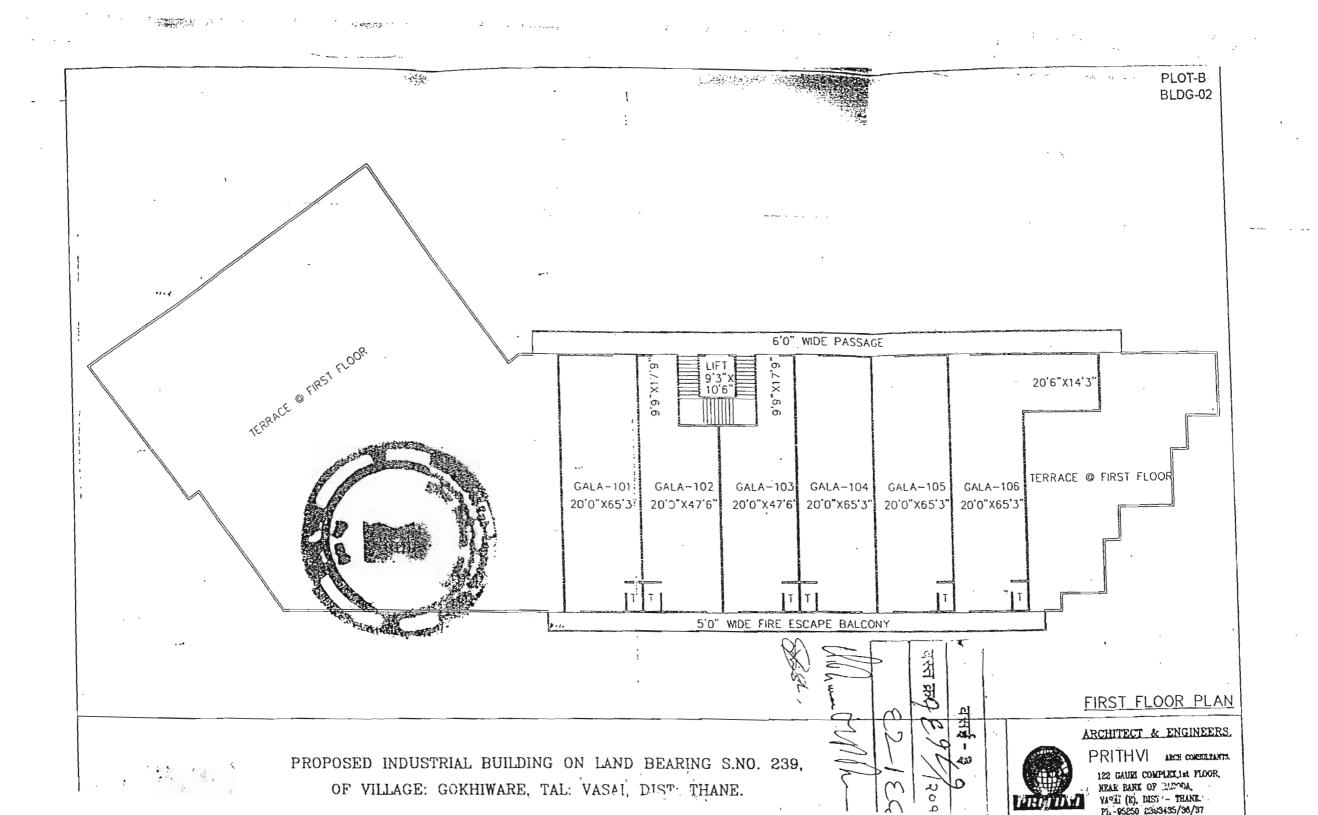
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Notwithstanding anything contained in the Development Control Regulations, the Development Plan provisions or the approvals granted / being granted to you; it shall be lawful on the part of the Special Planning Authority to impose new conditions for compliance as may be to impose new conditions for compliance as may be required and deemed fit to adhere to any general or specific orders or directives of any Court of Law, Central / State Government, Central / State PSU, Local Authority or any public authority as may be issued by them from time to time.

You have to fix a board of public notice regarding unauthorised covering of marginal open spaces before applying for occupancy certificate of next building as per the format finalised by CIDCO.

ASSOCIATE PLANNER TATPO (VV)





CERTIFIED THAT THE PLOT UNDER REFERENCE WAS SURVEYED BY ME ONAND DIMENSIONS OF SIDES ETC. OF PLOT STATED ON PLAN ARE AS MEASURED ON SITE AND THE AREA WORKED OUT TALLIES WITH THE AREA STATED IN DOCUMENT/T.P. SCHEME RECORDS/LAND RECORDS DEPTT./CITY SURVEY RECORDS.

SIGNATURE OF LICENSED SURVEYOR ENGINEER/STRUCTURAL ENGINEER.

LICENSED SURVEYOR/

THIS PLAN SHALL NOT BE

CONSIDERED AS A PROOF

OF OWNERSHIP, FOR ANY

DISPUTES IN ANY COURT OF

PROFORMA II

CONTENTS OF SHEET.

PLOT AREA CAL., LOCATION PLAN, FLOOR PLAN, LINE DIA JAREA CAL., BAL AREA STATEMENT, DOORS AND WINDOW SHEDULE, VENTIL/ TION STATEMENT, SECTION, ELEVATION, CONSTRUCTION AREA STATEMENT, ETC.

F APPROVAL OF PLANS

Approved as amended in.......

Subject to the Conditions mentioned

in this Office Letter No. C.112CO/YYS12/CC/1319-4318/E/1220

30/04/7.008

om 1BOCKER (VVSA) THE PROPERTY OF

AMBIKA COMMERCIAL COMPLEX Becond Floor, Yasai (East).

DIST. THATE

PART OF PROFORMA - I

Certified that the building plans submitted for approval satisfy the latety requirements for structures being constructed in Seismic Zone-III is correct to the best of cultinovising and understanding. It is also certified that the structural design including satisfy translative, however has been prepared by duly qualified structural engineer at least B.E.(Civil) or see valent.

SIGNATURE OF OWNER/APPLICANT,

STRUCTURAL ENGINEER

SIGNATURE OF LICENSED SURVEYOR.

DESCRIPTION OF PROPOSAL AND PROPERTY

PROPOSED INDUSTRIAL BUILDING ON DANGE ARING S.NO. 239,

OF VILLAGE: GOKHIWARE TALL VASAL DIST THANE.

NAME OF OWNER Mr.YOGESH SURESH MISHRA, Mr.RASIKBHAI YAIIABHABHAI PATEL & Mr. KUNAL RASIKBHAI PATEL K. YOXO

DATE JOB NO. DRG. NO. SCALE - DRAWN BY CHECKED BY

101 01° 04

NAME (IN BLOCK LETTERS) AND ADDRESS OF ARCHITECT/ENGINEER/ STRUCTURAL ENGINEER SIGNATURE

LICENSE SURVEYOR & ENGINEERS

PRITHVI ARCH CONSULTANTS.

122 GAURI COMPLEX,1st FLOOR, NEAR BANK OF BARODA, VASAI (E), DIST - THANE.

PHONE - 95250 2393435/38/37

NORTH_LINE



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Yalbomangal Commex Tuling Rd. Malasofara Tal. Vasai Dist mome

Valid for Six months only

PAY-SLIP ISSUED A/C

Date 21/12

PAYJOINT Sub Registrar, Vasai -...

ON BEHALF OF YI kas Footnear Company Porate Ut.

FOR NKGSB CO-OR BA



VILE PARLE (E.) BRANCH, MUMBAI 400 057.

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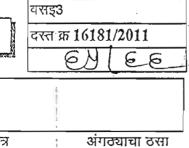
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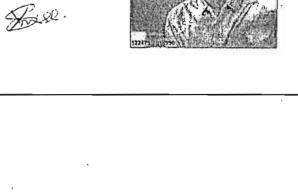
वसइ3 दस्त गोषवारा भाग-1 दुय्यम निबंधकः 22/12/2011 6 N वसई 3 10:26:39 am दरत क्रमांक : 16181/2011 दस्ताचा प्रकार: करारनामा अनु क्र. पक्षकाराचे नाव व पत्ता छायाचित्र पक्षकाराचा प्रकार नावः मे विकास फुटवेअर कं प्रा लि तफे संचालक लिहून घेणार वेश्वनाथ पुंडलिक देवमाने - -ग्ता: घर/फ़ॅलॅंट **नं**: 1/6 वय 59 ाल्ली/रस्ता: -र्मारतीचे नावः लकी मेंशन नारत नं: -उ/वसाहत: -हर/गाय: सांताकुझ ावः मे शिवालया एंटरप्रायजेसं तर्फे भागीदार योगेश लिहून देणार

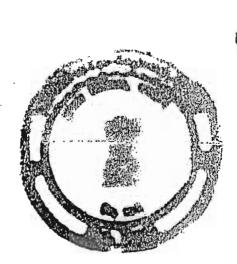
वय

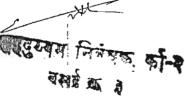
सही

35









स मिश्रा - -ाताः घर/फ़्लेंट नं: -

ाल्ली/रस्ताः -

मारतीचे नायः -ईमारत नं: -.

ग्रहर/गाय: वसई पू तालुका: यसई

पेट/वसाहतः एव्हरशाईन सिटी

दस्त गोषवारा भाग - 2

11 11 12 18

वसइ3

पावती क्र.:16597

पावतीचे वर्णन

दरत क्रमांक (16181/2011)

66166

नांव: मे विकास फुटवेअर कं प्रा लि तर्फे संचालक

दस्त क्र. [वसइ3-16181-2011] चा गोषवारा

बाजार मुल्य :4436000 मोबदलां 2000000 भरलेले मुद्रांक शुल्क : 266100

दस्त हजर केल्याचा दिनांक :22/12/2011 10:23 AM

निष्पीदनाचा दिनांक : 22/12/2011

वस्त हजर करणा-यांची सही

दस्ताचा प्रकार :25) करारनाम

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 22/12/2011 10:23 AM

शिक्का क्र. 2 ची वेळ्ं : (फ़ी) 22/12/2011 10:26 AM शिक्का क्र. 3 ची वेळ : (कबुली) 22/12/2011 10:26 AM शिक्का क्र. 4 ची वेळ : (ओळख) 22/12/2011 10:26 AM

दरत नोंद केल्याचा दिनांक: 22/12/2011 10:26 AM

30000 :नोंदणी फी

विश्वनाथ पुंडलिक देवमाने - -

1320 :नक्कल (अ. 11(1)), पृष्टांकनाची

नक्कल (आ. 11(2)),

-राजवात (अर. 1<u>२)</u> व छायाचित्रण (अ. 13) ->

एक्टिक की

60 :अतिरीक्त मुद्रांक शुल्क

31380: एकूण

ओळख:

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

1) आशिष वि मराठे- - ,घर/फ़लॅट नं:

गल्ली/रस्ताः -

ईमारतीचे नावः -

ईमारत नं: -

पेट/वसाहतः -

शहर/गावः नालासोपास

तालुकाः वसई

पिन: -

2) सचिन द राऊत- - ,घर/फ़लॅट नं

गल्ली/रस्ताः -

ईमारतीचे नावः -

ईमारत नं: -

पेट/वसाहतः -शहर/गावः विरार्ष

तालुका: वसई

पिन: -

दस्तवनना अव । जोडिकेके कामदवने, कुलसुत्याम्बन, व्यक्ता क्रमे १९ वनानर अडिक्ट्र काल्या , याजी रिक्ष संबूधिककानम्हारी विष्यादका । । डील

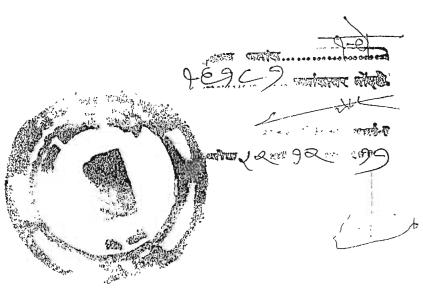
किहन घेणार

क्रिह्न देवा^र

्राप्त स्थापन हेते जी, **ज उपलब्ध व्य**

मुंद्रम निर्वाद्धः व्यक्ति ।

एहर्ट्ड एक्ट किस्स के किस के विस्त है अ



दुय्यम निबंधक: वसई 3

दस्तक्रमांक व वर्ष: 16181/2011

Thursday, December 22, 2011

सूची क्र. दोन INDEX NO. ॥

नोंदणी 63 म. Regn. 63 ni.e.

गावाचे नाव : गोखिवरे

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणा देतो की पटटेदार ते नमूद करावे) मोबदला रू. 2,000,000.00 बा.भा. रह. 4,436,000.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

(1) सर्वे क्र.: 239 वर्णनः विभाग क्र 3, मौजे गोखिवरे, गाळा नं 104, पहिला मजला, शिवालया इंडस्ट्रियल इस्टेट-2, गोखिवरे, वसई पू

(3)क्षेत्रफळ

(1)139.935 चौमी बिल्टअप

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता

दिवाणी न्यायालयाचा हुकुमनामा व संपूर्ण पत्ता

(1) मे शिवालया एंटरप्रायजेस तर्फे भागीदार योगेश एस मिश्रा - -; घर/फ़्लॅट नं: -; गल्ली/रस्ताः -; ईमारतीचे नावः -; ईमारत नः -; पेठ/वसाहतः एव्हरशाईन सिटी; शहर/गावः वसई पूं; तालुकाः वसई; पिनः -; पेन नम्बरः ABEFS 5530 J.

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा किंवा आदेश असल्यास, वादीचे नाव

(1) मे विकास फुटवेअर कं प्रा लि तर्फे संचालक विश्वनाथ पुंडलिक देवमाने - -; घर/फ़्लॅट नं: 1/6; गल्ली/रस्ताः -; ईमारतीचे नावः लकी मेशनः ईमारत नं: -; पेट/वसाहतः -; शहर/गावः साताक्रुझः वालुकाः सुवई:पिनः - पॅन निख्रः AADCV 3855 A.

(7) दिनांक (8)

करून दिल्याचा 22/12/2011

नोंदणीचा ै

22/12/2011

(9) अनुक्रमांक, खंड व पृष्ट

16181 /201

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

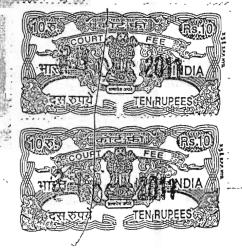
জ 266160:00

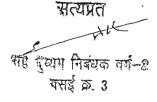
(11) बाजारभावाप्रमाणे नोंदणी

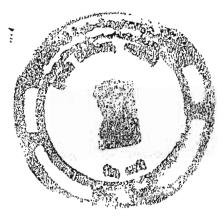
ন্স 30000:00

(12) शेरा

oped by C-DAC, Pune







		•	
DATED THIS	DAY OF		200

BETWEEN

M/s. Shivalay Enterprises

BUILDERS & DEVELOPERS

***				- * ***	u
	:	AND			
SHRI/SMT/M/S.					
			Atti		
	F	Purchase	er/s		

AGREMENT FOR SALE

OF

GALA NO. ____ ON___ FLOOR

BUILDING NO.

BUILDING KNOWN

AS

Shivalay Industrial Estate

No. 2

LEGAL ADVISOR
PUSHPAK V. RAUT

215, 2nd Floor, Gokul Plaza, Veer Savarkar Marg, Virar (East), Opp. Railway Phatak, Tal. Vasai, Dist. Thane.

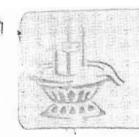
ARCHITECT

PRITHVI ARCH CONSULTANTS

PROJECT CONSULTANTS FOR ARCHITECTURAL & STRUCTURAL WORKS PHONE: 95250 - 2393435 / 36 / 37







SHIVALAY ENTERPR

BUILDERS & DEVELOPERS

A-303, Dattofray Tower Phase - 1, Evershine City, Vasal Road (East) Dist. Thane - 401 208. Mobile : 93264 70285 / 98222 18187

Ref No.: SE/NOC/L-1/20-21

Date: 5th Nov 2020

To
Vikas Footwear Co Pvt Ltd
1/6,Lucky Mansion,
Opp Vakola BMC MKT
Santacruz (E) ,Mumbai-55

Dear Sir

Sub : Documents for Bank Loan

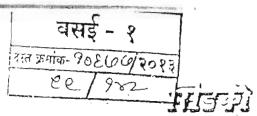
Ref: Galla No 104& 103 in B.No 2 in Shivalay Industrial Estate II

With reference to above, as per our discussion we wish to state as under

- 1. The above building is under construction as per CIDCO Commencement certificate No: CIDCO/VVSR/CC/BP-4318/E/1220 DATED 30/04/2008. The Part OC for same is recd as per CIDCO Letter No: CIDCO/VVSR/POC/BP-4318/E/275 DATED 23/04/2010 (copy enclosed).
- 2. The Co-operative Premises Society is not yet formed.

Yours faithfully, For Shivalay Enterprises

Authorised Signature



शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

अंबिका कमर्शियल कांम्प्लेक्स, दूसरा पजला, यसई (पूर्व), जि. ठाणे ४०१ २१०

CIDCO/VVSR/CC/BP-4318/E/1220

30/04/2008

संदर्भ क. :

Τo.

दिनांक :

Mr. Yogesh Suresh Mishia. Mr. Rasikbhai Vallahhbhai Patel. & Mr. Kunal Rasikbhai Petel. A/303. Daltatrey Tower-I, Near HDFC Back.

Evershine City, Vasai Road(1.)

Dist: Thane.

Sub: Commencement Certificate for the proposed layout of Industrial Buildings on land bearing S.No.239 of Village: Gokhiware, Tal: Vasai Dist Thane

Ref: 1) N.A. Order No.REV/DESK-IT-(X/SR-114/85 dated 28/05/1986 from the Collector, Thane

TILR M.R. No 432/Vasai dated 23/02/1987 for measurement

 GSDA certificate vide letter No. LGW 10-2008/CN107/ 55/107/2008 dated 29/01/2008 for potable water supply.

EE(BP-VV)'s Report dated 23/01/2008.

5) NOC from Gokhivare Grampanchayat vide letter dtd 05/12/2007 for Construction

Your Licensed Surveyor's letter dated 19/04/2008.

Sir/ Madam,

Development Pennission is hereby granted for the proposed layout of Industrial Buildings under Sec. 45 of Maharashtra Regional and Town Planning Act, 1966 (Mah. XXVII of 1966) to Mr. Yogesh Suresh Mishra, Mr. Rosikhhai Vallabnbhui Patel. & Mr. Kunal Rasikhhai Patel.

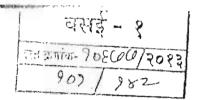
It is conditions — mentioned in the letter No.CIDCO/ VVSR/CC/BP-4318/E/) 2.18 dated 22/04/2008. The detail of the layout is given below:

1) Location ; S.No.239 of Village Gokh ware Land use ! predominant) : Industrial 2) 3) Gross Plot Area : 14670,00 sq.m. 284,334 sq.m 4) a) Area under encroachment b) O.P. Road reservation (20-M) 1197.663 sq.m. c) Nalla Reservation 1603.887 sq.m. Nei ploi wea 11584.116 sq.m 6) Area under Residential Zone 6.171 sq.m. Area under Industrial Zone 7) 11577.945 sq.m. 8) R.G @ 10% (including encroachment area 1186.845 sq.m 9) C.F.C @ 5% 578.900 sq.m 10) 9812.200 sq.m Balance plot area 11) Permissible F.S.I 0.75 7359.150 sq.m 12) Permissible Built up area 13) Built Up Area proposed 7342.645 sq.m. 14) No. of Buildings 3 Nos.

Contd..... 2.

भारणं कृत कार्यालये . 'निमंत' दुसरा मजता, नरीयन चेहेर, पुत्रं ४०० ०२१, दूरपूर्ण मुख्य कार्यालय मिटको भवन में को ही बेलाया नवी मृंतरे ४०० ०८१४ दूरप्रदेशी

्विरुप्तर्थे रुप्ता २५०९ वे-३०-३१५५१८३६६



'सिंडच्ये<u>)</u>

शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

अबिका कर्षाशियल कांग्लेक्स, दूसरा गजला, तसर् (पूर्व), जि. वाणे ४०१ रे१० CIDCO VVSR COBP 4318 E/(220

36/04/2008

सदर्भ कर :

2

दिनांक ;

Water Based (Chentical Hazardous Obnoxious units shall not be allowed in the proposed industrial estate

No objection and consent letters from Poliution Control Board and also NOC from such other authorities / bodies, or organizations shall be obtained from time to time as per the prevailing applicable laws and observe their conditions screpulously.

This order is to be read along with the accompanying drawings with this letter. This certificate shall remain valid for a period of one year commencing from the date of its issue.

CIDCO reserves the rights to amends or add any condition in respect of engineering report and the same shall be binding on the applicant

In no case sewage effluent shall find its way to any water body directly / in directly at any time,

The owner shall be responsible to discharge water or proposed drain system by connecting to the near by discharge point like natural drain, existing drain or municipal drain as per sanction DP plan. Owner shall take all measure as directed, which takes care to avoid flooding due to development in proposed layout.

Discharge of sewage shall conflor to norms and standards prescribed by Maharashtra State Poliution Control Board.

There shall be no felling of tree excent as per prevailing rules.

The owner shall give facility to other adjacent plot owner for efficient disposal of storm water without any condition.

CIDCO may impose any additional conditions from time to time during the progress of progress, if required necessary.

Rain water harvesting structures shall be sited as not to endanger the stability of building or earth work, the structures shall be design such that no dampness is cause in any part of the wall or foundation of the building or those of adjacent buildings.

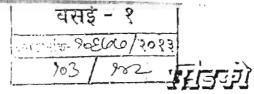
Installation of SAWHS shall conform to BIS (bureau of Indian standard) specifications IS 12933. The solar connectors used in the system shall have the BIS certification mark.

You shall asked for revised engineering report, in case of any change in the layout plan.

Portion of 20 M. D.P. Road falling in the layout boundary of the proposed plot, the crust thickness shown in the cross section of road shall be provided while developing and stage wise completion certificate shall be obtained from Engineering Section.

Contd. .. 3.

बोदणीकृत कार्यालयं विश्वेतः दुसरा मजला, नरीमन गाँहर, मुबई - ४०० ०२१, दूराव पुष्य कार्यालयः सिंडको भवन, सां, बी. डो. बेलापूर, नवी मुंबई - ४०० ०६१४ दूराव



शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

अविका कर्माशियस कॉम्प्लेक्स, दूसरा मशला. यसई (पूर्व), जि. ठाणे ४०१ २१० दूरस्वनी : (कॉड : १५१००) ३३१०४८७ कंक्स : (कोड-९५२५०) २३९०४६६

संदर्भ क. : CIDCO/VVSR/CC/BP-4318/E/12 20

दिनांक :

/04/2008

... 3

The undertaking submitted by the owner in respect of development of access rod with drain shall form the part for grant of occupancy certificate.

The owner shall construct retaining wall along the boundary of plot and submit structural stability certificate from licensed structural engineer

You will have to construct retaining wall to the naflá as per the Dévelopment Plan-2007. Up to PCC

Yours faithfully,

Encl.; a/a.

c.c. to:

- M/s Prithvi Arch Consultants 122, Gauri Complex, Navghar Vasai Road (E), Taluka Vasai, DIST: THANE.
- 2) The Collector, Office of the Collector, Thane
- The Tabasildar
 Office of the Tabasildar, Vasai
- 4) CUC(VV)

ASSOCIATE PLANNER/JATPO (VV)

बोदणीकृत कार्यालयः 'निर्मल' दुसरा मजला; नरोमन पोईट, पुंचर १४०० ०२१ दुख्यते पुर्व मुख्य कार्यालयः सिद्धको भयन, सो. बो. डो. बेलापूर, नवी पुंचर - १०० ०११४ दुख्यते हुन्

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHIRA LIMITED

Ambika Commercial Complex, Second Floor, Vasai (East), Dist. Trane - 401 210

Phones (Code - 95250) 2390487 - Fax (Code - 95250) 2590466 4FE

Ref. No. CIDCO/VVSR/CC/BP-4318/E/1218

Date: 39/04/2008

CONDITIONS FOR COMMENCEMENT CERTIFICATE

The set of the conditions as mentioned below shall be read with the Commencement Certificate of the particular building as mentioned.

- 1. The commencement certificate is liable to be revoked by the Corporation if :-
 - 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.
 - Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Corporation is contravened.
 - c) The Managing Director, CIOCO, is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him, in such event shall be deemed to have carried out the development work in contravention of Soction 43 or 45 of the Maharashira Regional and Town Planning Act, 1966.
- 2. The applicant shall .
 - Give notice to the Corporation immediately after starting the development work in the rand under reference.
 - b) Give notice to the Corporation on completion upto the plinth level & obtained plinth completion certificate before the commendement of the further work.
 - Given written notice to the Corporation regarding completion of the work.
 - d) Obtain an occupancy certificate from the Corporation
 - e) Permit authorized officers of the Corporation to enter the building or premises for the purpose of inspection with regard to observing building control regulations and conditions of the certificate.
 - Pay to CIDCO the development charges as indicated in Appendix "A" along with interest @ 18% p.a. on the balance amount. If the rate of interest is enhanced by CIDCO the same will be applicable. The applicant shall pay to CIDCO the development charges as agreed in the undertaking submitted by him on 30/11/2007

Contd.... 2.

REGO OFFICE: 'Nirmal', 2nd Floor, Nariman Point, Mumbai - 400 021 PM HEAD OFFICE: GIDCO Bnavan, CBD-Belapur, Nav. Mumbai 400 614-PM

ay 1,00-91-22-2202-2302 ay 1,00-91-22-6761-2166

1	
CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF	CAUADACHTDA TRICTED
ALTO AND ANDROGODAL DEVELODMENT CORPORATION OF	MANARAOTTERA LINGLE
CITY AND INDUSTRIAL DEVELOPMENT CONTONACIONS	T

Ambika Commercial Complex, Second Floor, Vasai (East), Dist Thane - 44 14 5

Phones (Code - 95250) 2390487 • Fax (Code: 95259) 2390466

रात क्रमांक- १७८

Rel. No.

S.NO/CTS No. Ward No. Village Name alongwith description of its boundaries

.. .. 2

- of development dale of grant Order number and -111) permission/redevelopment permission issued by Planning authority.
- FSI permitted IV)
- No. of residential/commercial flats and shops with their areas. V)
- Address where copies of detailed approved plans shall be available for inspection.
- viii) A notice in the form of an advertisement, giving all the details mentioned in 1) to vi) above shall also be published in 2 widely circulated news papers one of which should be in regional language.
- The structural Design including the aspects pertaining to seismic activity, Building materials, Plumbing Services, Fire Protection, Electrical installation etc. shall be in accordance with the provisions (except for the provisions in respect to Floor Area Platio), prescribed in the National Building Code amended from time to time by the Bureau of India Standards
- The commencement certificate shall remain valid for a period of one year for the particular building under reference from the date of its issue.
- 5. The conditions of the certificate shall be binding not only on the applicant but also on his successors, and every person deriving title through or under them.
- Ĝ. A certified copy of the approved plan shall be exhibited on site.
- 7. he land vacaled in consequence of the enforcement of the set-back rule shall form part of the public street.
- 6. No new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy certificate has been granted by this Corporation, if the occupancy is reported before grant of occupancy certificate the security deposit of the said building shall be forfeited.
- 9, This permission does not entitle you to develop the land which does not vest in you.
- You shall provide over-head water tank on the building as per the Bombay Municipal 10 Corporation standards and to the satisfaction of Special Planning Authority.

Contall 3

REGD, OFFICE: 'Nirmal', 2nd Floor, Nariman Point, Mumbai - 400 021, MEAD OFFICE: CIDCO Bhavan, CBD-Belapur, Navi Mumbai 400 614

Fax: 00-91-22-2202 2509 : 00-91-22-6791 8166 CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF NIAHARASHERA LIMITED

Ambika Commercial Complex, Second Floor, Vasal (East), Dist. Thone -401 2103

Phones: (Codo - 95250) 2390487 - Fax: (Codo: 95250) 2399466; 968 LOCO 1023

Ref No. Date 20 6 2 2 2

- 11 You should approach Executive Engineer (MSEB) for the temporary power requirement, location of the transformer etc. The permanent power connection from MSEB can be obtained only after getting the necessary occupancy certificate from this Corporation.
- The transfer of the property under reference can be defected only after the necessary
 approval from Special Planning Authority or occupancy certificate is obtained by the
 applicant before any such transfer.
- 13 You shall provide at your own cost, the infrastructural facilities with the plot as stipulated by the Planning Authority (Internal Access, channelisation of water, arrangements of drinking water, arrangements for conveyance, disposal of sulfage and sewage, arrangement of collection of solid waste) before applying for occupancy certificate. Occupancy Certificate shall not be granted unless all these arrangements are found to CIDCO's satisfaction.
- 14 As far as possible no existing free shall be cut. If this is unavoidable, twice the number of frees cut shall be planted.
- The grant of this permission is subject to the provisions of any other law for the time being in ferce and that may be applicable to the case e.g. Urban Land (Cailing & Regulations) Aut 176 & getting the building plans approved from vanous authorities.
- You shall provide polable water to the consumer / occupier of tenements/units before applying for occupancy contribate. The possession of said property shall not be given before occupancy contribate will be granted only after verifying the provision of potable water to the occupier.
- 17 he owner shall get the approved rayout demarcated on the site by the Surveyors of the DLR, Thane, and shall submit to the Planning Authority (CIDCO) for records the measurement plan cartified by the DLR. Thane. The demarcation of approved layout on the site shall be carried out so as not to alter freduce the dimensions and area of the roads, open space or other reservations the demarcated layout measurement plan certified by DLR shall be submitted before grant of occupancy certificate.
- 18. The owner shall provide at his own cost the following infrastructural facilities of such standards (i.e. standards retains to design, material or specifications) as stipulated by the Planning Authority.
 - a) Internal access roads alongwith storm water drains.
 - b) Channalisation of water courses and culverts, if any.

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REGD. OFFICE: Nirmal', 2nd Floor, Nariman Point, Murribar 400 021 01 65 00 - Fax: 00-91-22-2262 2509 HEAD OFFICE: CIDCO Bhavan, CBD-Belapur, Navi Murribar 400 634 00 - F22 345 25ax: 00-91-22-9751 8165

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF NAHARA அமுத் புரைய

Ambika Commercial Complex, Second Floor, Vasal (East), Dist. Thane - 401 210

Phones : (Code - 95250) 2390487 · Fax . (Code : 95250) 2390465

Date 9 / 282

Ref. No.

- c) The arrangements of water supply and drainage disposal shall be made by the individual owner of the plot at his own cost.
- d) Arrangements for collection of solid waste.
- All fire fighting requirement along with necessary accessories as prescribed in DCR and national building code and as per chief fire officer remarks.
- 19. The low-lying areas shall be filled as per EE(8P VV)'s report R.L. to achieve formation levels indicated on the development plan prepared for Virar-Vasai Sub-Region. Further, the required arrangements of storm water drain and septic tank /STP or any other arrangement as may be prescribed, shall have to be done according to the specifications.
- The owner shall permit the use of the internal access roads to provide access to an adjoining land.
- The owner snail submit to the Planning Authority the scheme of the development of 15% compulsory recreational space and develop it in accordance with the approved acchains.
- The owner shall not further sub-divide or smalgamate plots without obtaining prior approval of the Pianning Authority.
- The owner shall not dispose off any plot or tenement unless the infrastructural facilities mentioned in conditions No. 20 above are actually provided.
- 24. If the owner does not make adequate arrangements for conveyance and disposal of sullage and sewage before disposal of the plots, he shall, through appropriate agreements, ensure that this obligation is cast upon the buyers of the plot or tenements.
- 25. The owner shall observe all the rules in force regarding over head/under ground electric lines / transmission lines/utilities passing through the layout while designing the individual buildings and while getting the approval of the authority.
- No construction on sub-divided plots shall be allowed unless internal road and gutters are constructed to the satisfaction of the appropriate authority.
- Open space shown in the layour shall be kept open permanently and shall be nanded over to the appropriate authority

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CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

Ambika Commercial Complex, Second Floor, Vasai (East), Dis. Thane - 19 1218: -

Phones: (Cade - 95250) 2390487 · Fax: (Code: 95250) 2390466

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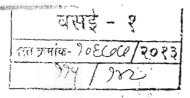
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- 28. No plot should be disposed off unless the sale permission under Section 43 of the B.T. & A.L. Act is obtained from the sub-divisional officer concerned if the land under reference is a restricted lenure land.
- No development shall be taken up unless the N.A. Permission is obtained from the collector under the provisions of M.L.R. Code 1966.
- 30. If the plot is intended to be sold or otherwise disposed off by the owner, it shall be done by the owner only on his subject to the conditions mentioned in this order. He shall invariably make specific mention about these conditions in the deed to be executed by nim.
- This order is liable for cancellation on contravention or breach of any of the conditions of this order.
- 32. Notwithstanding anything contained in the Commencement Certificate conditions, it shall be lawful for the Planning Authority to direct the removal or alternation of any structures erected or the use contrary to the provisions of this grant. Planning Authority may cause the same to be carried out and recover the cost of carrying out the same from the grantee / successors and every person deriving title through or under them.
- 33 The owner shall have to provide water in requisite quantity from the sources to the prospective flat buyers for perpetuity.
- 34. The plinth level will be 600 mm above the nearby road level (lop of carriber).
- 35 NOC from local municipanties for clearing the septic tank from time to time is required to be obtained.
- Separate stacks for ground floor and upper floors for sewerage disposal shall be provided
- 37. Drinking water wells should be well built and well protected.
- If the length of the proposed building exceeds 45 M, the expansion joints shall be provided at suitable places with suitable materials,
- 39. While extracting water from underground, you will strictly follow the instructions given by Sr. Geologist of the G.S.D.A. to ensure that proper quality and quantity of water is available to you and no contamination of the water source and its surroundings takes place.

Contd. 6.

REGD. OFFICE: 'Nirmal', 2nd Floor, Nariman Point, Mumbai - 400 HEAD OFFICE: CIDCO Bhavan, C8D-Belapur, Navi Mumbai 410 9 - 7-1076 - 85-20 00000 - Fax : 00-91-22-2202 2509 4 8:1000 - 6761 - 8 1825 - Fax : 00-91-22-6791 8165



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CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

Ambika Commercial Complex, Second Floor, Vasai (East), Dist. Thane - 401 210.

Phones: (Code - 95250) 2390487 - Fax. (Code: 95250) 2390486

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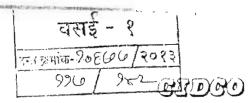
Date:

- 40. You will not take up any development activity on the aforesaid property till the court matter pending if any in any court of law, relating to this property is well settled.
- 41. You will make suitable arrangements for temporary accommodation and permanent accommodation of the tenants, if any white redeveloping the scheme and will also give a proposal to accommodate them. Plinth Completion Certificate shall be issued only after such a groposal is received.
- 42. You will construct the society room as proposed and approved in the plan and it will not be used other than for society's purpose. This society room shall be handed over to the Co-operative housing Society to be formed in due course.
- For the portion of the compound wall arounded off at the comer at roan junctions, M.S. grills over 0.75 m of brick work, upto the height of 1.5 m from the ground shall be provided.
- 44. This development permission enable you to construct upto plinth level only. For further construction plinth completion redifficate has to be obtained from the office.
- 45. 92 klos of trees shall be planted on site
- 46. You will not take up any development activity on the aforesaid property till the court matter pending if any in any court of law, relating to this property is well settled.
- Only one unit shall come up in each gala and no sub-division of galla for subletting or accommodating other unit shall be allowed.
- 48. You shall submit detailed preposal in consultation with Engineering Department, CIDCO for rain water harvesting and solid waste disposal to treat dry and organic waste separately by design department before applying for plinth completion certificate.
- 49. You shall submit detailed proposal in consultation with Engineering Department, CIDCO for sewage treatment plant by way of package treatment plant recycling of water and solid waste disposal through composting vermiculture project before applying for plinth completion certificate.
- 50. You shall use fly ash bricks or blocks or clay fly ask bricks or cement fly ash bricks or blocks or similar products of a combination of aggregate of them in the construction of the project and as per the notification of Ministry of Environment & Forest Govt. of India date 27th Aug. 2003

Contd..... 7.

REGD. OFFICE: 'Nimal', 2nd Floor, Nariman Point, Mumbai A READ GFFICE: CIOCO Briavan, CBO-Belapur, Navi Mumbai do

Phone 6530 90 Fax: 00-91-22-2202 2509



CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

Ambika Commercial Complex, Second Floor, Vasai (East), Dist. Thane - 401 210 Phones: (Code - 95250) 2390487 - Fax: (Code: 95250) 2390466

Ref. No. CIDCO/VVSR/CC/8P-4318/E/ Date:

/04/2008

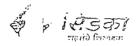
51, Notwithstanding anything contained in the Development Control Regulations, the Development Plan provisions or the approvals granted / being granted to you; it shall be lawful on the part of the Special Planning Authority to impose new conditions for compliance as may be to impose new conditions for compliance as may be required and deemed fit to adhere to any general or specific orders or directives of any Court of Law, Central / State Government, Central / State Government, Central / State PSU, Local Authority or any public authority as may be issued by them from time to time.

52. You have to fix a board of public notice regarding unauthorised covering of marginal open spaces before applying for occupancy certificate of next building as per the format finalised by CIDCO

> moun TATE PLANNER / ATPO (VV)

REGO. OFFICE, 'Nirmal', 2nd Floor, Narimani Polini, Mumbali HEAD OFFICE : CIDCO Bhavan, CBD-Belagur, Navi Mumbai. Fax: 00-91-22-2202 2509 ax: 00-91-22-6791 8165

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23/04/2010

शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र

अविका कपशियल मांगरीता, दूसम् पत्रसा, पराई (पूर्व), वि अपे ४०१ ३६० द्याच्याची (बांड - १६ - ५२) २३ १०४१७ फाला (कांड-१५२५०) २३१०४६६

GIULUIVVSKIPULIBY-4318/E1275 सदमं ः

> To. Mr. Yogesh Suresh Mishra Mr. Rasikbhai Vallabhbhai Patel & Mr. Kunal Rasikbhar Patel 4/303 Dallatrey Tower I Near HOFC Bank, Everstine City Vasai Road(E) Dist Thane.

164(3)
वसई - १
दस्त क्रमांक- १०६७७/२०१३
929/982

Sub: Grant of Part Occupancy Cerufficate for the proposed Industrial (Building No.2 (Ground floor only) on land bearing S.No.239 of Village Gokhiyare, Taluka Vasai, Dist. Thane

Commencement Certificate No CIDCO/VVSR/CC/BP-4318/E/1221 Ref 1223 & 1225 dated 30/04/2006

N.A. Order No.REV/DESK I/T-IX/SR-114/85 dated 28/05/1985 from 21 the Collector, Thank

Letter from GSDA vigto tester No I.GM 10-2058/CN-107/55/234/2010 51 dated 24/02/2010 for palante water supply

Development completion certificate dtd. 11/33/2010 from the 4; Licensed Surveyor

5) Structural stability certificate from your Structural Engineer vide letter dated 11/03/2010

Plumbing certificate dated 11/03/2010. 6)

Your letter dated 11/03/2010 7)

Sir/ Madain,

()

Please find enclosed herewith the necessary part Occupancy Certificate for Industrial Building No.2 (Ground floor only) on land bearing S.No.239 of Village Gokhivare, Taluka Vasai, Dist. Thane, along with as built drawings.

You are required to submit revised DILR map showing the roads, R.G. amenity plot, D.P. road reservation, buildings as constructed at site and you will also have to submit necessary mutations in 7/12 extracts, showing these components before approaching this office for provisional o.c.c. or o.c.c. of last building.

Encil. ฮ ฮ C C 10 -

Mis. Prihvi Arch Consultant Consu 122, Gauri Conimercial Comp

Vasai (E), Taluka Vasai

DIST: THANE

कारके एक इन्योन्स्य , क्षिते हुन। प्रजाता, सीवर कीर, पुर्द (१४४) की की **की देवपर तुर तुर फेर्**स् प्राप्त प्रमुखंतर प्रतिद्वसं प्रवन, संगती, ही, वैताषु, स्त्री पुर्खे न करता १५% कृष्यती । ६७**९**३

EXECUTIVE ENGINEER (BP TVV)



शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादिन

आंद्रका क्वानिवल कांग्योगम्, दूषारा पञ्चा, वस्त्रं (भूषे), जि. अणे ४०६ २२० दुस्त्रत्वे (कोद्रः १८०१० २) १०४८ (कोड-१६२६०) २३९०४६६

सद्यं क

CIDCO/VVSR/POC/8P-4318/E/2 Q S

वसई - १

PART OCCUPANCY CERTIFICAT

दस्त क्रमांक-१०६७०/२०१३

I hereby certify that the development of Certificate for Industrial Building No.239 Ground Floor only) with Build Up Area 1790.839 sq.m. on land bearing S.No.239 of Village Gokhivare. Taluka Vasar, Dist. Thane, completed under the supervision of M/s. Prithin Arch. Consultants. Architect/Licensed Surveyor. (Licensed Registration No. A/100/LS STR/A/24) and has been inspected on 23/03/2010 and 1 declare the development has been carried out in accordance with regulations and the conditions shoulated in the Commencement. Certificate 'No.CIDCO/ 'VSR/ CC/BP-4318/E/1221 dated 30/04/2018 issued, the CIDCO and permitted to be occupied subject to the following conditions.

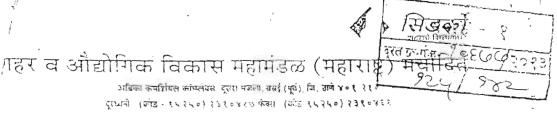
- The Unit in this ladiustrial Building shor obtain a No Objection Certificate from the cirectorale of Industries before commencement of manufacturing activities.
- Water pased/Chemicali-fazardous/Obnoxious Units shall not be allowed in the Industrial Units
- No objection and consent retter from Arithorities/Bodies or Organisations shall be obtained from time to time as per the prevailing applicable laws and to observe their conditions occupillously.
- 4. Notwithstanding any thing contained in the occupancy certificate conditions it shall be lawful for the Planning Authority to direct the removal or alteration of building or structures erected of use contrary to the provision of this grant within the specific time Planning Authority may cause the same to be carried out, and recover the cost of carrying out the same from granticaths successors and every person deriving liftle through or under them.
- You are suggested to provide a splid waste disposal unit at a location accessible to the Municipal sweepers, to store/dump solid waste in 2 compartments of 0.67. CUM & 1.33. CUM, capacity for every 50 tenements or part thereof for non-bio degradable & bio-degradable waste respectively.

This certificate of occupancy is itsued only in respect 13 Galas constructed in Ground Floor of Industrial Building. No 2, only,

Control

यस १९४७ करावेस्ट 'निर्मेत हुमा पत्रसा, स्वीपन प्रांत, तुन्ने १४०० वटर मुक्त आर्थन्य हुमाइस्के पत्रम, क्षेत्र के, बेत, स्तापूर अमे मुर्चा ४४० र १८४५)

Mario Ballaniero



ਜ਼ਰੀ ਨਾਂ CIDCO/VVSR/POC/BP-4318/E/ 2 ਧੂੰ ਤ

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- 7 The Special Planning Authority reserves the right to enter the premises for inspection of maintenance of infrastructure facilities, during reasonable hours of the day and with prior notice.
- Also you shall submit a cicti meanted copy of the As built drawing without which the Security deposit will not be refunded.
- 9 You shall develop the 20-14 mile Dir Road before next occube ty certificate or within 3 months from the receipt of this letter, whichever is earlier.
- 10. You shall construct the finlance compound wall before approaching this office for next occupancy durishable.

One set of completion plan duly certified is returned herewith

EXECUTIVE ENGINEER (BP & VV)

(FC

मारकोर्क्त क्राय्योक्य - किसीस्' हुन्ता भगता, स्वीमन राष्ट्र, हुग्द ४००० - १० सुभ्यः का शोक्यः शैक्ताको भाग, सी. बी. डी. बेन्तसूर नयी पुरुषे ४००० - १०००



SD0236/NKGSB/NS/PG/SC/2021-22

05/06/2021

VALUATION REPORT OF

IMMOVABLE PROPERTY FOR

M/S. VIKAS FOOTWEAR CO. PVT. LTD. (MD. VISHWANTH PUNDALIK DEVMANE)

PROPERTY ADDRESS

GALA NO. 104, 1ST FLOOR, BUILDING NO. 2, M/S. VIKAS FOOTWEAR CO. PVT. LTD., SHIVALAY INDUSTRIAL ESTATE NO.2, GOKHIWARE, VASAI EAST, TALUKA VASAI, DISTRICT PALGHAR 401 208.



NKGSB Bank Vile Parle (E) Branch