SBF RACPC Belater Buordre (cambule (SSC) 1.55Pm Avinush Pause 13/11/27 (persuch) idey, October 20, 2004 Original नौदणी 39 म पावती Regn. 39 M गावोचे नाव पावती क्र. : 10038 कोपरखैरणे दस्तऐवेजाचा अनुक्रमांक विनांक 20/10/2004 दस्ता ऐवजाके प्रकार 2004 सादर करणाराचे नावः भी संबित नोंदणी फी नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (39) 4210.00 780.00 एकूण 4990.00 आपणास हा दस्त अंदाजे 5:28PM ह्यो वेळेस मिळेल दुय्यम निबंधक बाजार मुल्य: 386400 रु. मोबदला: 421000रे चलन क्रमांक: 3/47; रक्कम: 4210 रू.; दिनांक: 24/09/2004

भरलेले मुद्रांक शुल्क: 6400 रु. देयकाचा प्रकार :चलनाने;

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(ne 10) six thousand four hundred and

AGREEMENT TO SELL

ARTICLES OF AGREEMENT made at Navi Mumbai on this 24 day of -AUGUS 12001 BETWEEN M/S. BHARATI ASSOCIATES through its Partners 1) MR. CHANDRAKANT H. KENIA & 2) MRS. BHARATI C. KENIA, adults, Indian Inhabitants /naving address at 101, J.K. Chamber, Sector-17, Vashi, Navi Mumbai hereinafter referred to as 'THE DEVELOPERS' (which expression shall unless repugnant to the context or meaning thereof mean and include their successor or their assigns) of Nandad Inhabitant residing at A-308. A Mis Nagar-In Versora, Mymbai 400 061, hereinpher called THE PURCH SER/S (which expression shall unless it be reputified to the context of meaning thereof be deemed to include his/her heirs, weintoxin administrator and permitted assigns) of the OTHER PART.

MAHICCRAIOZIYEARS 2000

AND WHEREAS The City and Industrial Development Corporation of Maharashtra Ltd., a Government company within the meaning of the Companies Act. 1956 (hereinafter referred to as 'THE CORPORATION') having it's office at Nirmal, 2nd floor, Nariman Point, Mumbai-400 021, is a new Town Development Authority, under the provisions of subsection (3-a) of Section 113 of Maharashtra Regional & Town planning Act, 1966 (Maharashtra Act No. XXXVIII of 1996) hereinafter referred to as the said Act.

AND WHEREAS the State Government in pursuant to Section 113(I) of the said Act, acquired the land described therein and vesting such lands in the said Corporation for development and of such piece of land so acquired by the State Government, and subsequently vested by the State government in the Corporation for being leased to its intending Lessees

AND WHEREAS The Corporation leased to 1) MR. NAROTTAM GANPAT NAIK, 2) MR. SHRIDHAR GANPAT NAIK, 3) MR. LEELADHAR GANPAT NAIK, 4) MR. SHRIDHAR GANPAT NAIK, through his legal heirs, a) MR. SHAR CVASUDEO GANPAT NAIK, through his legal heirs, a) MR. SHAR CVASUDEO NAIK, b) MR. BHARAT VASUDEO NAIK, c) MRS. SI VASUDEO NAIK, b) MR. BHARAT VASUDEO NAIK, c) MRS. SI VASUDEO NAIK, b) MR. BHARAT VASUDEO NAIK, c) MRS. SI VASUDEO NAIK, b) MR. BHARAT VASUDEO NAIK, c) MRS. SI VASUDEO NAIK, b) MR. BHARAT VASUDEO NAIK, c) MRS. SI VASUDEO NAIK, b) MR. BHARAT VASUDEO NAIK, c) MRS. SI VASUDEO NAIK, b) MR. BHARAT VASUDEO NAIK, c) MRS. SI VASUDEO NAIK, b) MR. BHARAT VASUDEO NAIK, c) MRS. SI VASUDEO NAIK, b) MR. BHARAT VASUDEO NAIK, c) MRS. SI VASUDEO NAIK, b) MR. BHARAT VASUDEO NAIK, c) MRS. SI VASUDEO NAIK, b) MR. BHARAT VASUDEO NAIK, c) MRS. SI VASUDEO NAIK, b) MR. BHARAT VASUDEO NAIK, c) MRS. SI VASUDEO NAIK, b) MRS. BHARAT VASUDEO NAIK, c) MRS. SI VASUDEO NAIK, b) MR. BHARAT VASUDEO NAIK, c) MRS. SI VASUDEO NAIK, b) MRS. BHARAT VASUDEO NAIK, c) MRS. SI VASUDEO NAIK, b) MRS. BHARAT VASUDEO NAIK, c) MRS. SI VASUDEO NAIK, b) MRS. BHARAT VASUDEO NAIK, c) MRS. SI VASUDEO NAIK,

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Mindelle Company (

AND WHEREAS by an Agreement of Assignment-cum-Development dated 26th June, 2000 1) MR. NAROTTAM GANPAT NAIK, 2) MR. SHRIDHAR GANPAT NAIK, 3) MR. LEELADHAR GANPAT NAIK, 4) MR. VASUDEO GANPAT NAIK, through his legal heirs, a) MR. SHARAD VASUDEO NAIK, b) MR. BHARAT VASUDEO NAIK, c) MRS. SITABAI VASUDEO NAIK, the Lessees assigned their development rights for the above plot to M/S. BHARATI ASSOCIATES, as per terms and conditions agreed therein.

कोरी

AND WHEREAS the DEVELOPER have got the development permission from the NMMC vide their Latter No. NMMC/...3 1971. dated 13.11.22.8 they have commenced the construction of residential cum commercial building on the said plot.

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allot a Flat / Shop No fleeton the Floor having approximate of fleeton sq.ft. Built up area (........ Sq.ft. carpet area) including the facilities and proportionate area of common area facilities appurtenant to the Premises,

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SCHEDULE OF THE PLOT

All that piece of land known as Plot No.A-17, in Khairne under G.E.S., Navi Mumbai, containing by measurement 3241.41 sq.mtr. or thereabout and bounded as follows that is to say:-

on or towards the north by : Plot No.16A & part of Plot No.17

On or towards the south by : Plot no.18.

On or towards the east by : Road.

On or towards the west by : Road.

SCHEDULE OF FLAT / SHOP

Flat / Shop No. # 60 on the Floor having approximate of Sq.ft. carpet area), in the building 'Bhakti Anugan', on Plot No.A-17 at Village Khairane, under Gaothan Expansion Scheme, Navi Mumbai

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seal this day and year hereinabove written.

SIGNED, SEARER AND DELIVERED by

the withinnamed DEVELOPERS

M/S. BHARATI SSOCIATES through its Partners)

- 1) MR. CHANDRAKANT H. KENIA
- 2) MRS. BHARATI C. KENIA

in the presence of

For M/s. Branchi Associates

2160 m Synde Sony,

New-May Links

Partner

1

2)

SIGNED, SEALED AND DELIVERED by)
the withinnamed 'PURCHASER') Gans Made
MRMRS AMBIT NANDA & JYOTH	RMAYER Jegeter nayre vicener
in the presence of	2-)
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RECEIVED sum of Rs 25000 1= (RUPE	ES/Twarh De
thouse ONLY) by Cheque No	./ dated drawn on
/	/ being Advance
7	_
and Part consideration in respect of the Flat	/ Shop agreed to be sold by us to
the PURCHASER.	
/	
WÉ SAY RECE	IVED
	For M/s. Bharati Associates
4) MB CHANDRAKANTA KENIA	
1) MR. CHANDRAKANT/H. KENIA)	Hom 324/1 (Sony)
2) MRS. BHARATI C. KENIA	Parine r
Partners of M/S. BHARATI (THE DEVELOI	ASSOCIATES PER)
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Mrs. Minal B. Khona

B.Sc. LL B

vocate High Court

108, J. K. Chambers, Plot No. 76, Sector 17, Vashi, Navi Mumbai - 490705

E-mail: advminal@books.vanl.net.ir

el 789 2517 · Fay 789 2544

September 6, 2000

TITLE CERTIFICATE

I have verified the documents of title relating to Plot No.A-17 admeasuring 3241.41 Sq. Mtrs. under Gaothan Expansion Scheme, situate at Village Khairne, Navi Mumbai (more particularly described in Schedule written hereunder) and I have to report as follows:

By an Agreement to lease dated 19th June, 2000, M/s. CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, a Company incorporated under the Companies Act. 1956 (1 of 1956) and having its Registered Office at "NIRMAL", NARIMAN POINT, MUMBAI-21, (hereinafter called 'the Corporation') leased a plot admeasuring about 3241.41 Sq. Mtrs. bearing No.A-17 at Village Mairane, under Gaothan Expansion Scheme, Navi Mumbai, (hereinafter referred to as THE SAID PLOT) to 1) MR. NAROTTAM GANPAT NAIK, 2) MR. SHRIDHAR GANPAT NAIK, 3) MR. LEELADHAR GANPAT NAIK, 4) MR. VASUDEO GANPAT NAIK, through als legal free a) MR. SHARAD VASUDEO NAIK, b) MR. BHARAT VASUDEO NAIK, c) MRS. SITABAI VASUDEO NAIK for a premium of Rs.2,268 898, 20ps (RUPEES TWO) LAKHS TWENTY SIX THOUSAND EIGHT HUNDRID NINETY EIGHT AND PAISE SEVENTY ONLY) for the purpose of construction desidential-cumcommercial building thereon. The Lessees have paid the said premium to the Corporation and taken possession of the said plot.

WHEREAS the LESSEES have assigned their Development rights under the said Agreement to Lease, on a 40:60 basis (i.e. 40% of total constructed area will remain with the Lessees and the remaining 60% of the constructed area will be retained by the Developers) vide an Agreement of Assignment-cum-

7/2

00049 /200 3e

Development dated 26th June, 2000 in respect of said Plot NO.A-17 to M/S. BHARATI ASSOCIATES (hereinafter referred to as 'DEVELOPERS') for proper consideration.

Whereas the DEVELOPERS have applied to the NAVI MUMBAI MUNICIPAL CORPORATION to grant permission to commence the construction work of the Building on the said Plot No.A-17, situate at Village Khairne, Navi Mumbai.

AND WHEREAS by virtue of Agreement of Assignment-cum-Development dated 26th June, 2000 the DEVELOPERS are the lawful owners and entitled to sell the shops/flats of in the said building to any prospective purchaser and to receive consideration from the same and to enter into Agreement with prospective

In view of the documents furnished above, I do hereby certify that M/S. हिंड निवास good and marketable title to the said plot subject to the terms of Agreement of Assignment-cum-Development dated 26th June, 2000.

SCHEDULE OF THE PLOT All that piece of and known as Plot No.A-17, in Village Khairne under G.E.S.

Navi Mumbai, containing by measurement 3241,41 sq.mtr. or thereabout and

On or towards the north by : Plot No.16A & part of Plot No.17 On or towards the south by : Plot no.18. On or towards the east by : Road.

On or towards the west by : Road.

Advocate High Court 108, J. K. Chamber Plot No. 76, Secur-17, Vachi, Nevi



न**वी मुंबई** महानगरपालिका

Navi Mumbai Municipal Corporation

पहिला बाळा, बेलापूर भवन, मी.बी.डी.

नवा नुबद्ध - ४०० ६१४. दुरध्यनी कः ७५७ १७ ३३, ७५७ १७ २

फॅक्स: ७५७ ३७ ८५

NAYI MUMBAI - 400 614. TEC. No. : 757 17 33, 757 17 28

757 25 91 FAX : 757 37 65

जा.क./नमुंमपा/नरिय/बा.प./ ७८७८ दिनांक :- १८/७७ /२०००.

प्रति.

श्री लिलाधर गणपत नाईक व इतर भूखंड क्र. - अ-१७, सेक्टर-१२ओ, गा.वि.यो., खैरणे, नवी मुंबई.

नस्ती क्र. - नमुंमप्र/वि.प्र.क्र.-८३५/२०००

विषय - भूखंड क्र. - ओ-१७, सेक्टर-१२ ओ, गा.वि.यो., खैरणे, नवी मुंबई या जागेत रहिवास आणि वाणिज्य कारणामाठी बांधकाम परवानगी देणेबाबत.

संदर्भ - आपले वास्तुविशारद/यांचा दि. - ०४-०८-२००० रोजीचा अर्ज.

महोदय,

भूखंड क्र. - ओ-१७, सेक्टर-१२ ओ, गार्.वि.यो., खैरणे, नवी मुंबई या जागेत रहिवास आणि वाणिज्य कारणासाठी बांधकाम परवानगी देणेबाबतचा प्रस्ताव महानगरपालिकेस वरील संदर्भाधिन पत्रान्वये प्राप्त झालेला आहे. संदर्भाधिन जागेत रहिवास आणि वाणिज्य उपयोगासाठी बांधकाम परवानगी मुंबई प्रांतिक महानगरपालिका अधिनीयम १९४९ च्या कलम २५३ व २५४ तसेच महाराष्ट्र सोबत नेयोजित बांधकामासाठी जोडीत आहे. तमेच खाली नमुद केलेल्या बार्बीची नोंध घ्यावी.

ताणी पुरवण्यासाठी कार्यकारी अभियंता /नमुंमपा यांची मंजुरी घेण्यात यावी. तसेच मलि सम्पासाठी शहर अभियंता, नमुंमपा यांच्या

रस्त्यावर व गटारीत बांधकाम साहित्य पडणार नाही याची दक्षता घेण्यात याबीः अशाप्रकारे बांधकाम साहित्य स्त्यावर आढळून नाल्यास आपणास रितसर दंड भणवा लागेल. तसेच बांधकाम परवानगी रद्द करण्याबाब तेची कार्यवाही सुद्धा करण्यात्र्यों ल याबाबतची वंट घ्यावी.

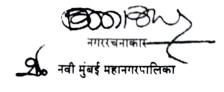
बाधकाम सुरु असताना जागेवरील रिकामे गाळे/सदिनका यांची संरक्षणीची जाबाबदारी संबंधित जिम्मुमालक/भूखंडधारक गाळेधारक यांची राहील. तसेच अर्धवट बांधलेल्या जागेचा गैरवापर होऊ नये म्हणुन संबंधित भूँखंड धारकाने कुर्पण भित बांधुन त्या काणी अनुचित प्रकार होणार नाही यांची दक्षता घ्यावी. गैरकृत्य करताना आढळल्यांस सुबंधितक्षवर कायदेशिर कार्यवाही करण्यात ईल यांची नोंद घ्यावी

बांधकाम सुर्ह करताना कामाचे नाव, बांधकाम परवानगीची तारीख, वास्तुविशादाचे नाव, जिमन मालकाचे नाव, ठेकेदाराचे व, बांधकाम क्षेत्र/इ. बाबी दर्शविणारा फलक लावण्यात यावा. महानगरपालिकेस माहीतीसाठी ठेकेदाराचे नाव व दुरध्वनी क्रमांक इ. बतचा तपशिल/काम सुरु केल्यानंतर या कार्यालयास पाठविण्यात यावा हि विनंती.

आपला

माहीतीसाठी :-

्रस.न्ही.देशमुख, वास्तुविशारद २२६, वर्धमान मार्केट, से. १७, वाशी, नवी मुंबई. उप-आयुक्त-उपकर, नमुंमपा, तुर्भे. विभाग अधिकारी, नमुंमपा, कोपर खैरणे.



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NAVI MUMBAI MUNICIPAL CORPORATION

COMMENCEMENT CERTIFICATE

NO: NMMC/TPO/BP/9817

DATE Y

¥8 / 11 / 2000

Permission is hereby granted under Section 46(1) (iii) of the Mahayashtra Regional & Town Planning Act, 1966 and Section 253 & 254 of the Bombay Provincial Municipal Corporation Act, 1949 to Shri Leeladhar Ganpat Naik & Others, Plot No. A-17, Sector - 12A, GES, Khairane, Navi Mumbai, As per the approved plans and subject to the following conditions for the development work of the proposed Building.

Total Built Up Area=R-4396.50 m2 + C-467.62 m2 = 4864,72 Sq. M. F.S.I. = 1.50

- 1) The Certificate is liable to be reroked 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 there of 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 contraverned.
 - c) The Municipal Commissioner is satisfied that the same is obtained by the Applicant through fraud & misrepresentation and the Applicant and /or any person deriving title through or under him, in such and event shall be demand to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional & Town Planning Act, 1966.

2) THE APPLICANT SHALL:

- a) Give a notice to the Corporation on completion upto plinth and 7 days before the commencement of the further work.
- b) Give written notice to the Municipal Corporation regarding completion of work.
- c) Obtain an Occupancy Certificate from the Municipal Corporation.
- 3) Allow the Officers of the Municipal Corporation to enter the building or premises for which the permission has been granted at any time for the purpose of enforcing the Building control Regulations and conditions of this Certificate.

The structural design, building materials, plumbing services, fire protection, electrical installation etc. shall be in accordance with the provision (expect for provision in respect of floor area ratio) as prescribed in the National Building Code amended from time to time by the Indian Standard institutions.

- The Certificate shall remain valid for a period of one year from the date of issue and can be further revalidated as required under provision of Section M.R. & T.P. Act, 1966. This commencement Certificate in renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not be any subsequent applicant for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
- The condition of this Certificate shall be binding not only on the Applicant but also its successors and every person deriving title through or under them.

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7) The plot boundaries shall be physically demarcated immediately and the intimation be given to this section before completion of plinth work.

- B) The amount of Rs. 8.250/- deposited with CIDCO/NMMC as Security Deposit shall be forfeited either in whole or in part at the absolute discretion of the corporation for breach of any other Building Control Regulation and condition attached to the permission covered by the Commencement Certificate. Such a forfeiture shall be without prejudice to any other remedy or right of the Municipal Corporation.
- You shall provide overheapd water tank or building as per the New Bombay Municipal Corporation Standards.
- You should approach to the Executive Engineer, M.S.E.B. for the power requirement location of transformer if any, etc.
- Every plot of land shall have at least 2 trees for every 100 Sq. M. or part thereof of the plot area.
- 12) For all building of non-residential occupancies and residential building with more than 16M, height. Following additional conditions shall apply:
 - a) The staircase shall be separated by fire resistance walls and dooms from rest of the buildings.
 - b) Exit from lift lobby shall be through a self closing smoke stop door.
 - c) There shall be no other machinary in the lift machinery room.
 - d) For centrally air conditioned building area of external openable windows on a floor shall be minimum 2.5% of floor area.
 - e) One of the lift (Fire lift) shall have a minimum loading capacity of 6 persons. It shall have solid doors. Lights shall not be designed in the staircase wall.
 - f) Electrical caples etc. shall in separate ducts.
 - g) Alternate/sources of electric supply or a diesel generator set shall be arranged.
 - h) Hazardous material shall not be stored.
 - i) Refuse stamps or storage places shall not be permitted in the stairecase wall.
 - fighting application shall be distributed over the building.
 - k) For building upto 24 M. Height capacity of underground storage tank and overhead storage shall be 50,000 ltrs. and 10,000 ltrs respectively. Wet rises shall be provided.

Pump capacity 1000 ltrs./min and 250 ltrs/min. respectively.

For building with height above 24 mtrs., the figures shall be 75,000 ltrs. and 20,000 ltrs. and the pump capacity of 1350 ltrs/min and 450 ltrs/min respectively.

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DATE: 18 / 11 /2000

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- Recreation ground oramenity open space be developed before submission of building Completion Certificate.
- No work should started unless the existing structures proposed to be demolished are demolished.
- 15) Necessary permission for Non-agricultural use of the land small be obtained from the Collector, Bombay suburban District before the work is stared. The copy of N.A. Order shall be submitted to this office before the work is stared.
- 16) The Owner and the Architect or Engineer is responsible for constructions and even after issue occupation.
- 17) The Occupation Certificate for the proposed building will not be granted unless the house drainage lines are connected to the Municipal Main Sewer lines to the satisfaction of Municipal Authorised.
- 18) Application for completion/occupation Certificate shall be accompanied with the plan as per construction done on the site.
- 19) The building material or earth removed from the tenants should not be dumped or stored on municipal road.
- 20) Construction should not be occupied without obtaining the Occupation Certificate.
- 21) This Commencement Certificate is valid upto plinth level.

22) The applicants should fuffill at the health related provisions mentioned in the "Implementation of Antilarval & Mosquito Prevention Activated during and after construction and Tree Authority Bye-Laws 1966". The special mention is for mosquito prevention activities, construction of over-head tanks, debris removal and the sanitary conditions of drainage etc.

(Kishore M. Agrharker)
TOWN PLANNING OFFICER

Navi Mumbai Municipal Corporation Navi Mumbai

टननव द्य्यम निबंधक दस्त गोषवारा भाग-1 दस्त क 10051/2004 टाणे 8 क्रमांक : 10051/2004 वी प्रकार . करारनाम पक्षकाराचे नाव व पत्ता पक्षकाराचा प्रकार छ।याचित्र भगठ्याचा उसा वर श्री संबित नेदा नाः घर पलंट नः -सी रस्ताः -लिहन घेणार भारतीचे नावः वय 19 मारत न सही व्यवसाहतः -हर्ग्यावः मुंबई-61 लुकाः -Samuel Maney विक्रिमिती ज्योतीर्यमई एम. नंदा लिह्न घेणार नाः घर/फलंट नः -ाल्ली/रस्ताः -वय 40 मारतीचे नावः -सारत नः -सही पेट/वसाहतः -शहर/गाव:मुंबई-61 तालुकाः -पेन: -प्न नम्बर: -नावः में भारती असो तर्फे भागीदार श्री चंद्रकांत एच. लिहून देणार केनिया पत्ताः घर/फलॅट नः -वय गल्ली/रस्ताः -इमारतीचे नावः -सही हमारत नः -पंद/वसाहत: -शहर/गाव:कोपरखैरणे 21 cm XANGE Sonni तालुकाः नदी मुंबई 112 WIMISTE पिनः -पन नम्बर

दय्यम निबंधक: ठाणे 8

रस्तक्रमांक व वर्ष: 10051/2004

Wednesday, October 20, 2004 516:43 PM

सूची क्र. दोन INDEX NO. II

नोंदणी 63 म

Rean 63 m.e.

गावाचे नाव: कोपरखैरणे

विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे) मोबदला रू. 421,000.00

बा.भा. रू. 386,400.00

- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)
 - (1) वर्णनः सेक्टर 12ए कोपरखैरणे, प्लॉट नं.ए-17, फ्लॅट नं.ए-604 सहावा मजला

(3)क्षेत्रफळ

- (1)42.75 चौ.मी.बि.अ.
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा
- (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा ह्कूमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता
- (1) में भारती असो तर्फे भागीदार श्री चंद्रकांत एज्. केनिया; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: /; शहर/गाव: कोपरखैरणे; तालुका: नवी मुंबई; पिन: -: पॅन नम्बर: -.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता
- (1) श्री संबित नंदा -; घर/फ़्लॅट र्नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहतः -; शहर/गावः मुंबई- कालुकाः -; पनः -; पन नम्बरः -.
- (2) श्रीमती ज्योतीर्यमई एम. नंद्रार. घर/फ़लॅट नं: -; गल्ली/रस्ता: -; र्टमार िय र -: ईमारत नं: -; पेट/वसाहतः -; शहर/गाव:/मुंबई-61; तालुकाः -;पिनः -: पॅन नः

- (7) **दिनांक**
- करून दिल्याचा 24/08/2004

- नोंदणीचा
- 20/10/2004
- (9) अनुक्रमांक, खंड व पृष्ठ
- 10051 /2004
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क
- ₹ 6380.00
- (11) बाजारभावाप्रमाणे नोंदणी
- ₹ 4210,00

(12) शेरा

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Sambi Nonde

क ठाणे क. ८

11. B.	्कार्यालयीत उ	पयोगाकरिता	
- दुय्यम निबंधक कार्याल्या	and: Thane 8	1) टोकन क्र	
		2) अन्द्येय क	
		3) दस्त ए	
		4) पी. एन आर न	and the same of the same
	🗸 🗸 (पक्षेकारांनी भुरा	वयाची माहिती)	
1) दस्ताचा प्रकार :	· Agreement	for Sull	
2) सादर कर्त्याचा प्रकार :	तिहून देणीर / तिहून घेणार	- / मान्यनादार / मुखत्यात्रधारक / ज	ामि न्द ार
3) दस्ताऐवज सादर करा	गाऱ्या व्यक्तीचे नाव ःश्री √सौ.	Sambit Namela	,
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शहरी	/ ग्रामीण 2) खुली <u>-</u>	्रेची. मि., बांधाव	चौ. मि.
ब) शेतर	जमिन(:	हेक्टर -	
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13)	बांधकामाचा प्रकारः	_\ \	
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	ड) कच्चे वांधकाम	3) खुली जागा 🔭 🔪	
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15) घसारा :) ' /		
16) बाजार मुल्यः (1	(B)	\ \ .
5)	ं N मोबदलाः (4 21. E	000/



नवी मुंबई महानगरपालिका

कीएक पाता, देशकार पत्तर, भी.ची.डी.. सभी पूर्वत - ४०० ६१४. हरफारी क्षा १९००

wa: 000 10 49

Navi Mumbai Municipal Corporation

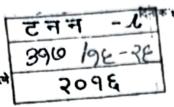
151. ROOF, BELAPUR BHAYAN, C.B.D., NAVI MUMBAI - 400 614.

TEL. No. : 757 17 53, 757 17 28 757 25 91

FAX : 757 37 85

जा.क./नवृगंवा/नर्वि/वा.व./ कि १८

इति, श्रो सिताधर गणपत नाईक व इतर पूछंड क. - औ-१७, सेक्टर-१२ओ, गा.वि.घो., छैरने क्वी पुंचई.



ट **ज ज - ३** ७३९७५ | २९ - ३८ २००२

नस्ती क. - नमंमपा/वि.प्र.क.-८३५/२०००

क्षिय - भुखंद का. - अ-१७, सेक्टर-१२ ओ, गा.वि.मी., धीरणे, नवी मंदाई मा जानेत रहिलास

आणि वाणिञ्य कारणासाठी बांधकाम परवानगी देणेवावत,

संदर्भ - आपले वास्तुविशारद यांचा दि. - ०४-०८-२००० रोजीया अर्ज

यहोदय,

प्लंड क. - अ-१७, सेक्टर-१२ ओ, गा.वि.यो., खेरणे, नवी मुन्दी आहेत महाति के वाणित्य कर्या कि वामकाम् । परवारागे देणेवावतचा प्रस्ताव महानगरपालिकसं वरील संदर्भापिन पर्ल कर्य प्राह्मी आहे. स्वतापि प्राप्त रहिवा क्षिणे वाणित्य । उपयोगसाको वांधकाम परवारागे मुंबई प्रांतिक महानगरपालिका अधिनायम १९४६ अधिकान कर्य ५५ वसे विद्वा कर्य होते । अपने वार्थे कर्य वालो नमुद केले क्षिणे क्षणे क्रणे क्षणे क

रत्त्वावर व गटारीत कांप्रकाम साहित्य प्रकार नाही बांबी देशे देशे प्रणात हाथी. अशासिकार कांग्रेजिय साहित्य रत्त्वावर आह्यात आ आपनास रिकार दंड भरावा सामेल. तक्षेत्र बांसकाम प्रवानगीर दक्षाण्याविकतयी कार्यका सुद्धा करण्यात वेईल पावानतथी वाट प्राची.

बांधकाय सुद्द असताना जागेवरीस रिकाने गाळे/सदिनका गांची संरक्षणाची जायायतारी संबंधित जायत्रमालक/भूमादेशीर्क /गाळेपारक यांची राहील. ससेव अर्थकट बांग्सेस्या जागेचा गैरकायर होक नवे म्हतुन संबंधित भूखंड धारकाने कुंपण चिंत बांधून त्या विकासी अनुचित्र प्रकार होणार नाही बाची दक्षण ध्यावी. गैरकृत्व करताना आडकत्यास संबंधितांवर कायदेशिर कार्यचारी करण्यात देरंत दाची नेंद प्यावी.

बांधकाव सुद्द करवाना कामाचे नाव, बांधकान परवानगीची वारीछ, बाल्युविशादाचे नाव, बमिन मालकाचे नाव, ठेकेदायचे नाव, बांधकान क्षेत्र इ. बाबो दर्शिवणार फलक साम्हणात पाया, महानगरपालिकेस माहौदीसाठी ठेकेदायचे नाव व दुर्ध्यनी क्रमांक इ. यामक्ष्या वपशिल काम सुद्द केल्यानंतर या कार्यालयास पाठविष्यात माना हि बिनंती.

आपला

प्रव माहोबीहाठी !-

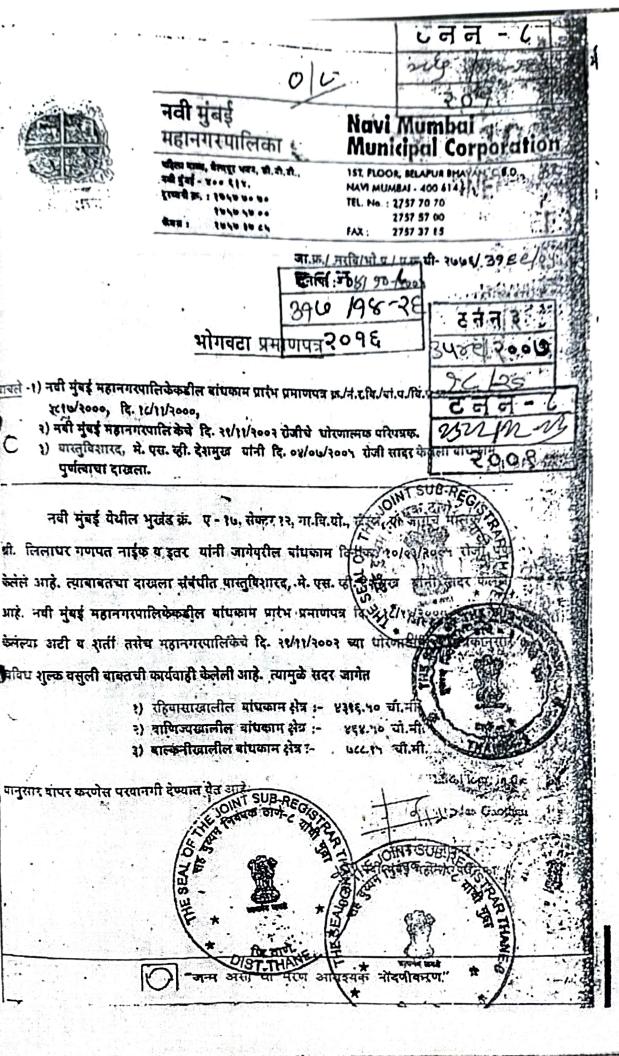
एस.न्द्री.देशमुख, बास्तुविशाद
 २२६, बर्पमान मारूट, से. १७, बासी, नवी मुंबई.

उप-आयुक्त-उपकट, नमुंमपी, तुर्थे.

१) विभाग अधिकारी, बर्मुनया, कोपर धोरले.

नगाराचनाकार नगी पुंचर् पहानगारपालिका

JAS MAN





-:नोंदणीचे प्रमाणपत्र:-

नोंदणी क्रमांक :एन. बी. ओ. एम/सिडको/एच् एस् जी (टी. सी.) /४०३२ /जे टी आर/सन २०११ - २०१२

या प्रमाणपत्राव्दारे प्रमाणित करण्यात येत आहे की,

	कोपरखरणे, मक्ती अनुगण	सहकार
गृहनिर्माण संस्था मर्यादित [–]	मूर्खंड क्र. ए-१७, तेक्टर-१२ ए,	
	कोपरखेरणे, नवी मुंबई	

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

उपरिनर्दिष्ट अधिनियमाच्या कलम १२ (१) अन्वये व महाराष्ट्र सहकारी संस्थेचे नियम १९६१ मधील नियम क्रमांक १० (१) अन्वये संस्थेचे वर्गीकरण "गृहनिर्माण" संस्था असुन उपवर्गीकरण "भाडेकरु—सहभागिदारी गृहनिर्माण" संस्था असे आहे.

कार्यालयीन मोहर

नवी मंबई



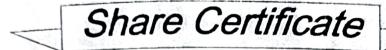
[विकास रसाळ] सहनिबंधक

सहकारी संस्था (सिडको), नवी मुंबई

दिनांकः १५/०७ / २०११

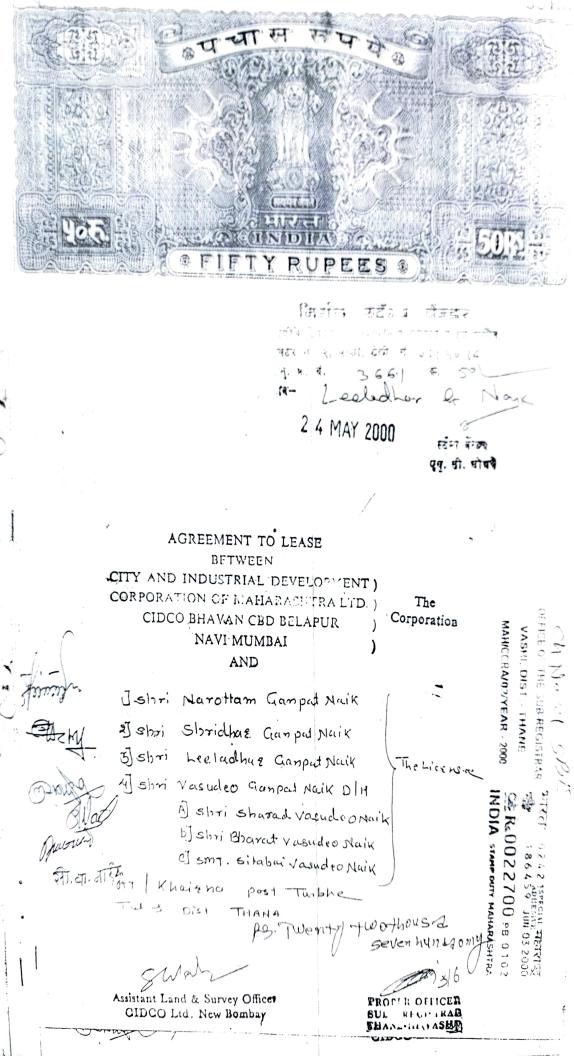


(P.T.O)



	BHAKTI AN	JUGAN	Cooperative	Housing Society	1 4.4
· 中 · · · · · · · · · · · · · · · · · ·	PHARMA	TOGAN	co-operative	nousing society	LIO.
PLOT NO. AV17, SEC	TOR NO. 12A, K	OPERKHAI	RANE, NAVI	Mumbai.	K
(Registered unde	r the Maharashtra Co	-operative So	cieties Act, 196	0)	
egistration No. NBOM/CIDCO/HS	G/(TC)/4032/JTR/	YEAR 2011	-2012 Date	: 15/07/2011	
his is To Certify that Shri/Smt/M/s. N	MR. SAMBIT NA	ANDA.			
R. JYOTIRMAYEE NAND	A	. Yes yes			
	is the Registered Ho	alder of	FIVE	fully paid up si	
Rs. FIFTY each numbered from	116	to	120	both inclusive	
HAKTI ANUGAN Co-operative	e Housing Society Ltd	d., KOPERK	HAIRANE N		
ubject to the Bye-laws of the said So		The section of			
Given under the Common Seal	of the said Society a	t KOPERKI	IAIRANE, NA	IVI MUMBAI	
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S Indian Act of	biscop Gupta	M	/ 6	with	
1 日 日 - 1	uthorized	Secreta	iry -	Chairman	

M. C. Member



CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

AGREEMENT TO LEASE

(For residential Purpose)

AN AGREEMENT made at CBD, Belapur, New Bombay, the	19th day of
EFTWEEN CITY & INDUSTRIAL DEVELOPMENT CORRECTION	linely Two thousand
BETWEEN CITY & INDUSTRIAL DEVELOPMENT CORPORAT Company incorporated under the Companies, Act, 1956 (1.of 1 Nirmal, 2nd Floor, Nariman Point, Bombay - 400 021. (hereinafte expression shall where the context so admits, be deemed to incorporate the context so admits, and the context so admits are deemed to incorporate the context so admits.)	956) and having its registered office at referred to as "the Corporation" which
Che Part AND (1) Name of Person John Mantam	Ganpat Naik
Address and Occupation hereinafter referred to as "the Licensee" which expression structured to include his heirs, executors, administrators and representations.	nall, there where context so admits be sentatives.)
(2) Name of Person 31 Shri Leeladhae G	anper Maik of
(Address and Occupation) 47 Lale Vasualeo	Geanpet daik DII
Alahn Sharad and (Name of Person)	•
Dahri Bharat Vasudeo Mair	(Address and
Occupation) of SMT. Sitabai Vasual	- RO Maik
to as "the Licensee" which expression shall, where the contex respective successors, executors, administrators of the Other Pa	(hereinafter collectively referred it so admits, be deemed to include their art.
WHEREAS	
(a) The Corporation is the New Town Development Authority de the new town of New Bombay by Government of Maharashtra if (1) and (3-A) of Section 113 of the Maharashtra Regional an XXXVII of 1966 (hereinafter referred to as "the said Act").	n exercise of its powers under Subsection
(b) The State Government in pursuant to section 113(A) of the and vesting such lands in the Corporation for development and	
and vesting such lands in the Corporation for development and	SWaln
Drong Manney Shumin	Assistant Land & Survey Offices GIDCO Ltd. New Bombay

(c) The Licensee has by his application ct. 3/1/93 lease of a piece or parcel of land so acquired and vested in the Corpo	requested the Corporation to grant ration by the State Government and
described hereinafter.	

- (d) The Corporation has consented to grant to the Licensee a lease of all that piece or parcel of land described in the Schedule hereunderwritten and more particularly delineated on the plan annexed hereto and shown thereon by a red colour boundary line, and containing by measurement. 7241.41sq. Mtrs, or thereabout (hereinafter referred to as "the said land"), for the purpose of constructing a building or buildings for residential users and has permitted the Licensee to occupy; the said land from the date hereof on the terms and conditions hereinafter contained.
- (e) The Licensee has before the execution of this Agreement paid on the 19-7-95-8 19-5-248 to the Managing Director of the Corporation hereinafter referred to as the Managing Director, which expression shall include any other officer of the Corporation as may be notified by the Corporation from time to time by a general or special order, a sum of Rs. 2, 26, 898, 70 (Rupees Two Lakh being the full premium agreed to be paid by the Licensee to the Corporation.

THIS AGREEMENT WITNESS AND NOW IT IS HEREBY MUTUALLY AGREED AS FOLLOWS :

GRANT OF LICENSE :

1. During the period of Four years from the date hereof, the Licensee shall have License and authority only to enter upon the said land for the purpose of erecting a building or buildings for residential purpose and for no other purpose and until the grant of lease as provided hereinafter, the Licensee shall be deemed to be a mere Licensee of the said land at the same rent and subject to the same terms including the liability for payment of service charges to the Corporation as if the lease has been actually executed.

- 2. Nothing in these presents contained shall be construed as demise in law of the said land hereby agreed to be demised or any part thereof so as to give to the Licensee any legal interest therein until the lease hereby provided shall be executed and registered by the Licensee shall only have a licence to enter upon
- 3. The Licensee hereby agrees to observe and perform the stipulations following, that is to say :-SUBMISSION OF PLANS FOR APPROVAL :

(a) That he/they will within six months from the date hereof, submit to the Town Planning Officer of the Corporation for his approval the plans, elevations, sections, specifications and details of the buildings hereby agreed by the Licensee to be erected on the said land and the Licensee shall at their own cost and as often as he/they/it may be called upon to do so, amend, all or any such plans and elevations and it so required, will produce the same before the Town Planning Officer and will supply him such details as may be called for of the specifications and when such plans, elevations, details and specifications shall be finally approved by the Town Planning Officer and signed by him, the Licensee shall sign and leave with him three copies thereof and also three copies of any further conditions or stipulations which may be agreed upon betwen the Licensee and the Town Planning Officer, Provided that the building or buildings hereby agreed by the Licensee to be so constructed shall not be less than 50% of the permissible Floor Space Index under the provisions of General Development Control Regulations for New Bombay, 1975. The maximum permissible floor space index as defined by the General Development Control Regulations for New Bombay 1975 and also the Gaothan Expansion Scheme shall be applicable.

Assistant Land & Survey Officer CIDCO Ltd. New Bombay

- (b) That the said land shall be fenced properly by the Licensee at his/their/its expenses within a period of 2 months from the date hereof. The Licensee shall not encroach upon any adjoining land, road, pathway of footpath of the Corporation in any manner whatsoever. Any such encroachment shall be deemed to be a breach of this Agreement. Without prejudice to the generality of the rights and remedies of the Corporation in respect of such breach, the Managing Director shall be at liberty to remove or cause to be removed any such encroachment at the risk and cost of the Licensee and dispose of any tool, instrument, material or thing involved in such encrochment and to recover expenses of such removal and disposal from the Licensee.
- bb) The License is aware that the Corporation has not provided to the said land physical insfrastructure such as power, water, sewerage and pucca road and the Licensee further agrees to submit to the Town Plannign Officer of the Corporation of his approval the plans, elevation, action, specification and details of the building hereby agreed by the Licensee to be erected within the time limit prescribed under the condition herein before stated. The Licensee further agrees that he will set no defence for his failure to submit the plans within the time limit prescribed, only on the ground that the Corporation has not provided any physical infrastructure, such as power, water, sewerage and pucca road. No water shall be provided or made available by the corporation for construction of the intended building. The Licensee hereby agrees to make his/her/their own arrangment for water to be used for erection of the intended building on the said land.

NO WORK TO BEGIN UNTIL PLANS ARE APPROVED:

(c) That no work shall be commenced or carried on, which infringes the General Development Control Regulations for New Bombay, 1975 or any other law for the time being in force as regards to construction of a building or buildings on the said land and until the said plans, elevations, sections, specifications and details shall have been so approved as aforesaid and thereafter he/they/it shall not make any alterations or additions thereto unless such alterations and additions shall have been in like manner approved previously.

THE LIMITS FOR COMMENCEMENT AND COMPLETION OF CONSTRUCTION WORK:

(d) That he/they/it shall within a period of 12 months from the date here-of, commence and within a period of Four years from the date hereof at his/their/its own expense and in a substantial and workman-like a manner and within new and sound materials and in compliance with the said Development Control Regulations for New Bombay 1975 and any other law, for the time being in force and in strict accordance with the approved plan, elevations, sections, specifications and details to the satisfaction of the Town Planning Officer and complete the building as per lines marked on the plans and completely finish fit for occupation the building to be used as residential building, with all requisite drains and other proper convenience thereto. Provided that the building or buildings hereby agreed by the Licensee to be so constructed shall not be less than 50% of the permissible floor space index under the provisions of the General Development Control Regulations for New Bombay 1975, and also the other laws in force.

RATE AND TAXES:

(e) That he/they/it will pay all rates, taxes, charges, claims and outgoing chargeable against an owner or occupier in respect of the said land and any building erected thereon.

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Assistant Land & Survey Officer

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PAYMENT OF SERVICE CHARGES :

(f) That he/they/it will, on the efflux of four years from the date hereof or from the date of obtaining a Completion and Occupancy Certificate from the Corporation whichever is earlier, make to the Corporation a yearly payment at the rate as may be determined and notified from time to time by the Corporation as his/their/its contribution to the cost of establishing and maintaining civic amenities such as road, water, drainage, conservancy for the said and regardless of the extent of benefit derived by him/thern/it from such amenities, provided that no payment shall be made one year after such civic amenities have been transferred to a local authority constituted under any law for the time being in force. The payment hereunder shall be paid on the first day of April in each year or within 30 days therefrom.

PAYMENT OF LAND REVENUE :

(g) That he/they/it shall pay the land revenue and cesses assessed or which may be assessed on the said

INDEMNITY:

(h) That he/they/it will keep the Corporation idemnified against any land all claims for damage which may be caused to any adjoining buildings or other premises in consequence of the execution of the aforest works and also against all payments whatsover, which during the progress of the work may become payable or be demanded by any Local Authority or authority in respect of the said works or of anything SANITATION :

(i) That he/they/it shall observe and conform to the General Development Control Regulations for New Bombay, 1975 or any other law for the time being in force relating to public health and sanitation and shall provide sufficient latrine, accommodation and other sanitary arrangement for the labourers and workmen employed during the construction of the buildigns on the said land in order to keep the said land and its surroundings clean and in good condition to the entire satisfaction of the Managing Director and shall not, without the consent in writing of the Managing Director, permit any labourers or workmen to reside upon the said land and in the event of such consent being given, shall comply strictly with the terms thereof.

(i) That he/they/it will not make any excavation upon any part of the said land or remove any stone, earth or other material therefrom except so far as may, in the opinion of the Managing Director be necessary for the purpose of forming the foundation of the building and compound walls and executing the works

NOT TO AFFIX OR DISPLAY SIGN-BOARDS, ADVERTISEMENT ETC.

(k) That he/they/it shall not affix or display or permit to be affixed or displayed on the said land or buildings erected thereon any sign boards, sky-signs, neo-sign or advertisements painted or illuminated or otherwise unless the consent in writing of the Managing Director shall have previously been obtained NUISANCE :

(i) That he/they/it shall not at any time do, cause or permit any huisance in or upon the said land and in particular shall not use or permit the said land to be used for what is not granted.

Assistant Land & Survey Officer CIDCO Ltd. New Romb

INSURANCE :

(m) That he/they/it shall as soon as any building to be erected on the said land is completed and roofed, insure and keep insured the same in his/their/its name against damage by fire for an amount equal to the cost of such building and shall on request produce to the Managing Director a policy or policies of insurance and receipts for the payment of last premium and shall forthwith apply all monies received by virtue of such insurance in rebuilding or reinstating the building.

RECOVERY OF ANY SUM DUE TO THE CORPORATION

(n) Where any sum payable to the Corporation by the Licensee under this Agreement is not paid, the Corporation shall be entitled to recover such sum as arrears of land revenue, pursuant to paragraph 6 of the schedule to the said Act. Whether any sum is so payable by the licensee, shall be determined by the Corporation and every determination by the Corporation in this behalf shall not be disputed by the Licensee and shall be final and binding upon him/them/it.

RESTRICTION AGAINST APPOINTMENT OF AGENT BY A POWER OF ATTORNEY OR OTHERWISE:

(o) The Licensee shall not appoint any person as his/their/its agent by a power of Attorney or otherwise, for the purpose of this Agreement except his/her/their spouse, father, mother, brother, sister or a major child and if the Licensee shall be a Company, Society or such body Corporate, its officer or Servant.

POWER TO TERMINATE AGREEMENT :

4. Should the Town Planning Officer not approve the plans, elevations, sections, specifications and details whether originally submitted within the time hereinbefore stipulated, the Managing Director may by notice writing to the Licensee, revoke the licence and re-enter upon the said land and thereupon the licence shall come to an end.

POWER OF CORPORATION:

- 5. Until the building and works have been completed and certified as completed in accordance with Clause (7) thereof, the Corporation shall have the following rights and powers:
 - (a) RIGHT:

The right of the Managing Director and Officer and servants of the Corporation acting under his directions at all reasonable time to enter upon the said land to view the state and progress of the work and for all other reasonable purpose.

TO RESUME LAND :

(b) POWER:

(i) in case the Licensee (I) shall fail to submit to the Town Planning Officer of the Corporation for his approval the plans, elevations, sections, specifications and details of the building agreed by the Licensee to be erected on the said land to commence the erection of the said building and to complete the said building within the time prescribed hereinbefore for the performance of each act and in accordance with the stipulations hereinbefore contained (time in each respect being intended to be the essence of the contract) or (II) shall not proceed with the works with due deligence or shall fail to observe any of the stipulations on his part herein contained, the Corporation shall have the powers and liberty to revoke the licence hereby granted to the Licensee and to restrain the Licensee,

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Assistant Land & Survey Offices
CIDCO Ltd. New Bombay

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its agents, servants to enter upon the said land and thereupon this Agreement shall ceaand lerminate and all erections and materials, plants and things upon the said land she notwithstanding any enactment for the time being in force to the contarary belong to ti Corporation without making any compensation or allowance and without making ar payment to the Licensee for refund or repayment of any premium paid by him/them/it b without prejudice nevertheless to all other legal rights and remedies of the Corporation against the Licensee.

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- (ii) to continue to said land in the Licensee's occupation on payment of such fine or premiur as may be decided upon by the Managing Director.
- (iii) to direct removal or alteration of any building or structure erected or used contrary to the condition of the grant of the completion within the time prescribed in that behalf and or such removal of or alteration not being carried out within the time prescribed, cause the same to be carried out and recovered the cost of carrying out the same from the Licensee.
- (iv) all building materials and plant which shall have been brought upon the said land by or for the Licensee for the purpose of erecting such building as afordsaid shall be considered immediately attached to the said land and no part thereof other than defective or Impr______ materials (remove for the purpose of being replaced by proper materials) shall-oe removed from the said land without the previous consent of Managing Director until the

EXPLANATION - 1.

Any delay or omission to exercise the right or power accruing to the Corporation under the foregoing sub-clause (i) of clause (b) hereof any extension, accommodation, consent, compromise, release indulgence or forbearance granted or shown by the Corporation to the Licensee shall not be construed as a waiver of the Corporation such right and power under the said sub-clause (i) clause (b).

EXPLANATION - 2.

Nothing contained in the foregoing clauses shall be construed to suffer from inconsistency to derog from the rights and powers reserved to the Corporation under the respective clauses and exercisable the Corporation at any time. The Licensee hereby agrees and declares that he will set up to defence based on such inconsistency to impung the exercise of any right or power by the Corporation.

EXTENSION TO TIME :

6. Without prejudice to the right, powers and remedies of the Corporation, in the foregoing clause, the Managing Director may in his discretion give notice to the Licensee of his intention to enforce the Licensee's Agreement herein contained or may fix any extended period for the completion of the building and works for the sald period mentioned in clause 3 (d) above, if he/she/they satisfied that the Building and Works could not be completed within the prescribed time for reason beyond the control of title Licensee and if the Licensee shall agree to pay additional premium at the scale provided by Regulation-.No. 7 of the New Bombay Disposal of Lands Regulations, 1975 made and amended from time to time by the Corporation under the provisions of the said Act and thereupon the obligations herein under of the Licensee to complete the building and to accept a lease shall be taken to refer to such extended period.

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7. As soon as the Town Planning Officer has certified that the building and works have been erected in a coordance with the terms hereof and if the Licensee shall have observed all the stipulations and conditions hereinbefore contained, the Corporation will grant and the Licensee will accept a lease (which oration of shall be executed by the parties in duplicate) of the said land and the building erected thereon for the term of some years from the date hereof at the yearly rent of Rupee One only.

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COMPLIANCE WITH MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 AND THE NEW BOMBAY DISPOSAL OF LANDS REGULATIONS, 1975:

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7A. It is hereby agreed and declared by and between the parties hereto that the Corporation has agreed to lease the said land to the Licensee and the Licensee has agreed to have such lease upon the terms and conditions herein and subject to Section 118 and other applicable provisions of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act XXXVII of 1966) and rules and regulations made thereunder including the New Bombay Disposal of Lands Regulations 1975 for the time being in force.

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FORM OF LEASE :

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8. The lease shall be prepared in duplicate in accordance with the annexed form of lease with such modifications and additions thereto as may be determined by the Corporation and all costs, charges and expenses of and incidental to the execution of this Agreement and its duplicate shall be borned and paid by the Licensee wholly and exclusively.

NOTICE :

ed as

9. All notices, consents and approvals to be given under this Agreement shall be in writing and shall unless otherwise provided herein be signed by the Managing Director or any other officer authorised by him and any notice to be given to the Licensee shall be considered as duly served if the same shall have been delivered to left, or posted, addressed to the Licensee at the usual or last known place or residence or business or on the said land hereby agreed to be demised or if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said land.

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SURRENDER

10. The Licensee may terminate this Agreement and surrender the Licence and authority granted hereunder on such terms and conditions as may be determined by the Corporation from time to time by general or special order.

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Assistant Land & Survey Officer
GIDGO Ltd. New Bombay

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SCHEDULE

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All that Piece or parcel of land known as Plot No. A I In village Section I A Superior I A Superior I Superior I Superior Scheme, containing by measurment 3241.11 Sq Mirs or thereabout and bounds
On or lowerds the North by - plot No 16A & 17A Park
On or towards the North by —
On or towards the South by — P(s 2 16. 18
On or towards the East by — Rood
On or towards the West by — Rouch
and delineated on the plan annexed hereto and shown thereon by a red colour boundary line.
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seal on the day and year
first above written:
SIGNED AND DELIVERED for and on behalf of the)
City & Industrialment Corporation of
Maharashtra Ltd.,
by the hand of Shri S G. Pelas lear Assistant Land & Survey Offices
Assit. Lands & Survey Officer CIDCO Ltd. New Bombay
in presence of
1) Shri J. 5 Muleulan Muleu
2) Shri M. 12-160(1)
- Jammy
SIGNED AND DELIVERED by the with-innamed.
Licensee in the presence of
1) Shri SANJAY NARAYAN DINA
- Jan
2) Shri Kanji Peraj Mange) Swar
E TOUR STREET
have read over and explained
the contents of this Agreement to
Shri
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शहर व और्वेनिक विकास महाअंडड [महाराष्ट्र] यमीदितः

ीलंड जो पदन, पृति गंवधान, परिका करता, कि. धी. धी. डी. देशापर, नदी पुंची ४०० ६१६. विनाव: 2/६/2०००

_ताबे पावतीः

भार भुख्य भूमि व भूमाप्त अधिकारी, पिल्डको याचिक्डील देखक पत्र इ. भिडको/भिना १७ /१२.५% यो /स्वेन्हो ११० विनाक 22/4/2008वाचे के च्येरको हाः डाको हिः ठाको नधी होंगई येथीत १२. ५% दोचनेनुसार क्षी. नरोक्स ग्रांचल नाईक वड्नर ह यांना देण्यात आहे.च्या खालील दर्णनाच्या ध्वंडाया ताया या ध्वंडाच्या अनुर्मानि वेदेल्या वेरास्नाम्यातीत एवं अटी व शतील अधिन राष्ट्रा तलेव १२.५% योजनेच्या पर्व अटीचे आणि नेलोबेली अरणयांत देणा-या विकासी योगन व्रणयीच्या भतिवर खाली नुद्द केलेल्या पूर्वडाचे ठिकाण वर्तु: विस्ता व क्षेत्रकट पालेवर कृत्व आण कि, 30/9/2000रोजी स्थापक थांनी यांचानी व ते प्रत्यक्ष यांची व तेवर अर्षेडाका होतता, ताब्योकावत कोणत्याकी प्रकारकी त्रार नासी.

CITCAT ==== ठाने ठाने च्येरने १२ अ 3279-79一件新

ही तावेगावती दिनांक 90/0/2000 रोगी विह्न दिली,

ताबा घेणार

CIDCO Ltd. New Bombay शहर आणि औद्योगिक विकास सहस्रहरू

[भहाराष्ट्र] भयदिति यानेकारताः



विर्माल स्टेंग यंग्डर ावमीर्षे १८माणः सी -२/५/०:१ गवरस्त हॉर्डेल समीरः सेंबटर मं २ काली. हेली नं ७८२ ५७ १८ मन् क न 6634 viz- Liladhor Dai

AGREEMENT OF ASSIGNMENT-CUM-DEVELOPMEN

THIS AGREEMENT made at Vashi, Navi Mumbai this 26th day of June 2000 BETWEEN 1) MR NAROTTALI GANPAT NAIK, 2) MR SHRIDHAR GANPAT NAIK, 3) MR 4) MRS LILADHAR GANPAT NAIK, SITABAI NAIK, 5) MR SHARAD VASUDEO NAIK and 6) MR BHARAT MASUDEO NAIK, the above nos. (4),(5) & (6) being B. Degal heirs and successors of Late MR VASUDEO GANPAT NAIK, Adults, Indian Inhabitants, residing at Bonkode, (Khairane), Navi Mumbai, Tal. & Dist. Thane, the Licensees hereinafter jointly referred to as "THE ASSIGNORS" (which expression shall where the context so admits, be deemed to include their heirs, executors, administrators and assigns) of the ONE PART and M/S BHARATI ASSOCIATES, a Partnership firm through Partners 1) MR CHANDRAKANT H. KENIYA and 2) MRS BHARATI C. KENIYA, having address at

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101 J.K.Chambers, Sector-17, Vashi, Navi Mumbai, hereinafter jointly referred to as DEVELOPERS" (which expression shall, where the "THE context so admits, be deemed to include their heirs, executors, administrators, and assigns) of the OTHER PART:

WHEREAS :

1. THE CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD., a Company incorporated under the Companies Act 1956 (I of 1956) and having its registered office at Nirmal, 2nd floor, Nariman Point, Mumbai-21 (hereinafter referred to as 'the Corporation') is the New Town Development Authority declared for the area designated as a site for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of its powers under Sub-Sections (1) and (3-A) of Section 113 of the Maharashtra Regional & Town

2. The State Government has been acquiring lands and vesting such lands in the Corporation for development and disposal.

3. AND WHEREAS the Assignors/Owners herein 1) MR NAROTTAM GANPAT NAIK, 2) MR SHRIDHAR GANPAT NAIK, 3) MR LILADHAR GANPAT NAIK, and 4) MRS SITABAI VASUDEO NAIK, 5) MR SHARAD VASUDEO NAIK and 5) MR . H. H.S. BHARAT VASUDEO NAIK, Legal heirs and successors of Late MR VASUDEO GANPAT NAIK, being project affected persons have acquired an open plot of land at village Koperkhairane, from the City and Industrial Development Corporation of Maharashtra शा. आ Limited, i.e. CIDCO under the Gaothan Expansion Scheme, being GES Plot No.17, admeasuring about 3241'4| sq. mtrs. or thereabouts under the 12.5% Scheme at Khaitane/Bonkode, Tal. & Dist. Thane, hereinafter referred to as the said, `The Plot/Land', vide an Agreement to Lease with CIDCO dated 19.06 2000. for proper premium.

AND WHEREAS the Assignors/Owners have paid a sum (RUPEES In. Lacs turn) stathousal to the Corporation/CIDCO being the full and final premium as to be paid in respect of the said plot.

WHEREAS an Agreement To Lease has been entered into between the Assignors/Owners and the said CIDCO on 19-06.2000 and the physical possession of the said plot has been handed over to the Assignors/Owners.

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AND WHEREAS the Assignors/Owners being unable to develop the said plot due to paucity of funds, the Developers, whose business is to develop properties, have approached and requested the Assignors/Owners to allow the Developers to develop and construct building/s on the said plot of land bearing No.17 admeasuring about sq. mtrs. at Bonkode (Khairane), Navi Mumbai, Tal. & Dist. Thane as per the Plans duly approved by the concerned authorities i.e. CIDCO/NMMC.

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AND WHEREAS both the parties have discussed the terms and conditions and their rights in respect of the said plot and construction thereof.

AND WHEREAS it has been agreed by and between the parties that the Developers, shall construct the building/s on the said plot on a 60:40 basis i.e. 60% of the constructed area will be retained by the Developers and 40% of the constructed area will be given to the Assignors/Owners. construction will be carried out at the exclusive cost of the Developers including labour, expenses etc. The distribution of the flats/shops/units in the proposed building/s to be distributed/divided amongst both the parties i.e.the Developers and the Assignors/Owners will be shown in detail as per the schedule hereunder written, after the sanction and approval of the plans specifications from the concerned authorities i.e. CIDCO, NMMC.

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In this transaction, the Developers shall pay Rs.32,00,000/- (RUPEES THIRTY TWO LACS ONLY) to the Assignors/Owners as a refundable security deposit as follows:

- a) Rs.8,00,000/- (RUPEES EIGHT LACS ONLY) to be paid on or before the execution of this Agreement
- to be paid within a period of six months from the date of execution of this Agreement in three installments i.e. Rs.8,00,000/- (RUPEES EIGHT LACS ONLY) in intervals of two months from the date of the Commencement Certificate.

The said amounts shall be refunded as under: (\sim)

A) Rs.10,00,000/- (RUPEES TEN LACS ONLY) shall be refunded by the Assignors/Owners on or about after the completion of the project

B) Rs.22,00,000/- (RUPEES TWENTY TWO LACS ONLY) shall be refunded by the Assignors/Owners by selling, disposing off the flats/shops/units of their share in the proposed building/s to the prospective purchasers of the same at the rate given by the Developers or the actual rate, whichever is the higher one.

IN case of emergency, if any, and on the demand from the Assignors/Owners, the Developer would pay an amount in addition to the amount hereinbefore mentioned and this amount would be

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recoverable by the Developer out of the sale proceeds of the flats/shops/units forming the 40% share of the Assignors/Owners in the building/s.

AND WHEREAS the Developers shall carry out the construction of building/s on the said plot at own cost and expenses understanding that the 40% saleable FSI of the constructed building/s shall be given Assignors/Owners and the 60% saleable FSI of the building/s shall be at the liberty and exclusive Possession of the Developers herein.

AND WHEREAS the Developers shall have the rights to deal with their share of 60% portion of the building/s to be constructed thereon. However, in no case the Developers shall have any right to construct further beyond the permitted area and floor. And the Developers shall utilise permissible and available FSI only.

AND WHEREAS on satisfying the plans and the terms and conditions, so reached into between them, the Assignors/Owners agreed to assign 60% of their rights in favour of the Developers and the Developers agree to carry out the construction as per the plans and specifications to be approved by the Corporation and are desirous of recording the same into writing which shall appear hereinbelow:





THIS AGREEMENT WITNESSETH AND IT IS MUTUALLY AGREED AS FOLLOWS :

1) THE ASSIGNORS/OWNERS shall entrust to the Developers the construction work of the building/s on the said plot, at the entire risk and cost of the Developers, with a condition that 40% of the portion of the building/s with the permissible and available FSI shall be given to the Assignors/Owners and in lieu of the consideration of the cost and construction of the building/s the developers shall be entitled to use, occupy and deal with their 60% of the portion of the building/s with the permissible and available FSI.

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- 2. The Developers agree to take the physical possession of the said plot of land and carry out the construction and erection of the building/s as per the plans and specifications and shall provide the 60% of the building/s to be constructed thereupon shall be taken by the Developers being the consideration of the cost and expenses of the construction, to which they have full authority to deal with the said 60% share in the building/s in all manners.
- 3. The Developers shall construct and complete the construction work and obtain the Occupancy Certificate within a period of THIRTY SIX MONTHS (36 Months) from the execution of these

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Consider VIII

presents/getting the development and commencement certificate from the NMMC. The Developers shall give the Assignors/Owners as and by way of the said 40% proportion of the building/s on the said plot to be constructed in accordance with the plans and specification by completing the same in the best form of construction with all the specified amenities and facilities for residential and commercial use. The list of amenities is attached herewith, however, the Developers can provide any extra amenities to prospective purchaser/s flats/shops/units coming to their share of the entire cost and expenses of the said purchaser/s

The developers shall complete the construction within 36 months from the execution of these presents/from obtaining the development commencement certificate from the NMMC. However a grace period of 3rd months may be allowed. In case of delay in construction after the period of 36 months, as stated hereinabove, a penalty of Rs. 50,000/- per month shall be imposed upon the Developers and the Developers shall pay the penalty to the Assignors/Owners for the said 0.3 months from the completion of the stipulated period of 36 months from the execution of these commencement certificate from the NMMC. development

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PROVIDED that the Developers shall be entitled to the period for reasonable extension ofconstruction and obtaining Occupancy of building as stated above as and if it is delayed on account of I) Non availability of steel, cement, water, electricity and other building materials, ii) war, civil commotion, strike, or act of God and/or any other natural calamities and other cause beyond the control of the Developers, iii) any notice, order, notification of the Government and/or public body.

4. IT has been agreed by and between the parties that the distribution of the 60-40 share of the flats/shops/units in the propose building/s on the said plot, will be decided after the final of approved plan by the NMMC CIRCLE approved plan by the NMMC, CIDCO, Corporation and this distribution shall be subject to this 'Agreement of Assignment cum Development', and binding upon both the parties as stated hereinabove.

5. It is agreed and understood by both the parties that parties i.e. the Assignors/Owners and the Developers, that the Developers shall bear and pay all the expenses regarding the construction from the stage of submission of the plans till the obtaining of the Occupancy Certificate and also all the payment made to CIDCO, NMMC dues before and after execution of this presents till the date of possession with

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lock & key. However all the other expenses such development charges, maintenance charges, stamp duty, registration charges, legal/documentation charges etc. shall be borne and shared by both the parties i.e. the Assignors/Owners and the Developers in the ratio of 40%:60%. It is the responsibility and the liability Developers to of the bear the entire construction of the building/s therein, including $\circ f$ electrical wiring, plumbing, fitting, water line fitting, and other reasonable charges and water storage tank and overhead tank, compound wall etc.

The property tax shall be borne and paid by the Developers upto the completion and occupancy of the building and thereafter 40% of the tax shall be borne and paid by the Assignors/Owners and 60% of the tax shall be borne and paid by Developers as per their respective shares. The transfer of property charges shall be orne and paid by both the parties as per their respective

- 6. IT is further agreed and declared by and between the parties that if any change, elevation in the existing plans and any amendments in respect of the said plot/building to be done shall be as per the mutual consent of both the parties.
- 7. The Assignors/Owners doth hereby undertake and agree that they shall obtain the No Objection from all the concerned authorities as and when required but at the cost and expenses of the

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SCHEDULE OF LAND

All That piece of land bearing Plot No.17 and containing by admeasurement about 3241,41 Sq. mtrs. or thereabouts in Village Bonkode (Khairane) (G.E.S.), Navi Mumbai, Tal. & Dist. Thane, within the limits of Navi Mumbai Municipal Corporation and within the Registration District, Sub-District Vashi, Navi Mumbai, and bounded as follows:

THAT IS TO SAY :

ON THE NORTH BY :

ON THE EAST BY :

ON THE SOUTH BY :

ON THE WEST BY :

SCHEDULE OF UNITS TO BE ALLOTED TO THE PARTIES SCHEDULE II

TO THE ASSIGNOR

40% of Commercial area + 40% of the Residential area of the said residential cum commercial buildings to be constructed on the said plot will be given to the Assignors i.e. 1) MR NAROTTAM GANPAT NAIK, 2) MR SHRIDHAR GANPAT NAIK, 3) MR LILADHAR GANPAT NAIK, 5) MRS SITABAI VASUDEO NAIK, 6) MR SHARAD VASUDEO NAIK and 7) MR BHARAT VASUDEO NAIK the details of the Flats/Shops are as follows.

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Sr. No.	PREMISES	NO.	AND	AREA
		FLOOR		
1	SHOP	and the second s		
2	FLAT			

SCHEDULE IV

TO THE DEVELOPERS

60% of the commercial area and 60% of the residential area of the residential cum commercial buildings to be retained by the Developers i.e. M/S BHARATI ASSOCIATES through its Partners 1) MR CHANDRAKANT H. KENIYA and MRS BHARATI C. KENIYA the details of the Flats/Shops are as follows.

SR. NO.	PREMSIES	NO. FLOOR	AND	AREA
1	SHOP			
2	FLAT	,		

SCHEDULE IV

LIST	OF	SPEC	IFICATIONS	AND	AMENITIES	FOR
ii -		"	PLOT	NO. 17	, во	NKODE
(KHAIRA	NE),	NAVI	MUMBAI			

1) R.C.C. framed structure

2) R.C.C. staircase, lifts and terraces as shown in the plan, solid cement concrete

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block/bricks walls of required thickness and 4" solid concrete or half brick internal partition walls.

- 3) Spartex Tiles flooring in all rooms.
- 4) Sandfaced cement plaster for external surfaces and neeru finished cement plaster for internal surface.
- 5) Main door of solid core marble/wooden frames of adequate section.
- 6) All internal doors of solid core commercial flush finished with oil paint and having marble/wooden frames of adequate section.
- 7) All fittings of doors shall be of good quality.
- 8) All windows on aluminium track with sliding coated glazed shutters.
- 9) Aluminium glass louvered windows in bathroom and W.C.
- 10) Good quality tiles in Bathroom and WC
- 11) Raised cooking platform made out of Granite stones having minimum of 2'-0" width with built-in stainless steel sink.
- 12) Ceramic flooring in bathroom with C.P.shower, One tap and concealed plumbing arrangements for connection of a geyser.
- 13) European type white W.C. pan in each water closet with high and low level flushing and good quality ceramic flooring.
- 14)A good quality night latch on main door All of on far manger

- 15)All internal plumbing and sanitary work to be conceal type as per the requirement of the CIDCO/NMMC.
- 16) Adequate light point with all electrical wiring to be of concealed type system having copper wires.
- 17) One door bell point for each Flat.
- 18) Two coats of white wash internally and two coats of water proof cement paint externally wood work being oil painted.
- 19)A good quality Security Grill as per Architect's design and specification.

COMMON AMENITIES

- Under ground and over heads storage tank of adequate capacity as per CIDCO'S/NMMC's requirement with one pump house and pump with water starter and switches and having galvanised iron pipe line.
- II) Waterproof terrace suitably provided with brick bat coba laid to the required slopes for rain water disposal arrangements.
- III) Plain concrete flooring around the periphery building.
- IV) Water supply, fire fighting and drainage arrangements as per the requirements of the CIDCO/NMMC.

V) Common light points as per requirements.

VI. standard Six passenger Lift.

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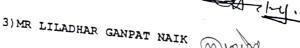
IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET their hands and seal the day and year first above written.

SIGNED SEALED AND DELIVERED BY THE

withinnamed ASSIGNORS

1) MR NAROTTAM GANPAT NAIK

2) MR SHRIDHAR GANPAT NAIK



4) MRS SITABAI VASUDEO NAIK, Legal heir and 4) MRS SITABAI VASUDEO NAIK, Legal Hell Successor of Late MR VASUDEO GANPAT NAIK

5) MR SHARAD VASUDEO NAIK, Legal heir and successor of Late MR VASUDEO GANPAT NAIK

6) MR BHARAT VASUDEO NAIK, Legal heir and successor of Late MR VASUDEO GANPAT NAIK,

SIGNED SEALED AND DELIVERED BY THE withinnamed DEVELOPERS

- 1) MR CHANDRAKANT H. KENIYA ZIGAM SZNZIEŚ MZI
- 2) MRS BHARATI C. KENIYA B. C. Kenia

Partners of M/S BHARATI ASSOCIATES

in the presence of

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1 AUG 2000

POSSESSION LETTER

WE, 1) MR NAROTTAM GANPAT NAIK, 2) MR SHRIDHAR GANPAT NAIK, 3) MR LILADHAR GANPAT NAIK, and 4)
MRS SITABAI VASUDEO NAIK, 5) MR SHARAD VASUDEO
NAIK, 6) MR BHARAT VASUDEO NAIK, (No. 4,5, & 6
being Legal heirs and successors of Late MR
VASUDEO GANPAT NAIK), Adults, Indian Inhabitants,
do hereby CERTIFY AND CONFIRM that we have handed
over the peaceful possession of the Plot No.17 at
Village Bonkode (Khairane) (G.E.S.), Navi Mumbai,
to M/S BHARATI ASSOCIATES through its Partners 1)
MR CHANDRAKANT H. KENIYA and 2) MRS BHARATI C.
KENIYA the Developers as per the Agreement dated
26th June 2000 upon receiving the Agreed
consideration stated therein.

1)MR NAROTTAM GANPAT NAIK

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2)MR SHRIDHAR GANPAT NAIK

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3)MR LILADHAR GANPAT NAIK

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4) MRS SITABAI VASUDEO NAIK, Legal heir and successor of Late MR VASUDEO GANPAT NAIK

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5) MR SHARAD VASUDEO NAIK, Legal heir and successor of Late MR VASUDEO GANPAT NAIK

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6) MR BHARAT VASUDEO NAIK, Legal heir and successor of Late MR VASUDEO GANPAT NAIK,

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ASSIGNORS

Place :

Date :

Witness :

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WE, 1) MR CHANDRAKANT H. KENIYA and 2) MRS BHARATI C. KENIYA, Partners of M/S BHARATI ASSOCIATES, do hereby CERTIFY AND CONFIRM THAT we have received the peaceful possession of the Plot No.17 at Village Bonkode (Khairane) (G.E.S.), Navi Mumbai, Tal. & Dist. Thane, FROM 1) MR NAROTTAM GANPAT NAIK, 2.) MR SHRIDHAR GANPAT NAIK, 3) MR LILADHAR GANPAT NAIK, and 4) MRS SITABAI VASUDEO NAIK, 5) MR SHARAD VASUDEO NAIK, 6) MR BHARAT VASUDEO NAIK, (No.4,5 & 6 being Legal heirs and successors of Late MR VASUDEO GANPAT NAIK), the Assignors of the said plot as per the Agreement dated 26th June 2000.

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2) MRS BHARATI C. KENIYA

Partners of M/S BHARATI ASSOCIATES DEVELOPERS

Place :

Date :

Witness: