



Friday, May 28, 2010  
10:48:44 AM

Original  
नोंदणी 39 म.  
Regn. 39 M

पावती

पावती क्र. : 8666

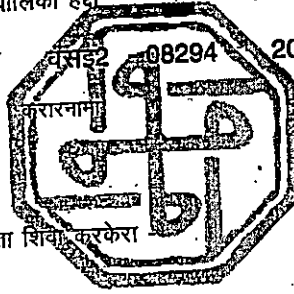
दिनांक 28/05/2010

गावाचे नाव विरार (नगरपालिका हद्द)

दस्ताऐवजाचा अनुक्रमांक

वसई 08294 2010

दस्ता ऐवजाचा प्रकार



सादर करणाराचे नाव: स्मिता शिवा करकेरा

नोंदणी फी

7890.00

नक्कल (अ. 11(1)), प्लॅटानाची नक्कल (आ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (49)

980.00

एकूण

रु.

8870.00

आपणास हा दस्त अंदाजे 11:03AM ह्या वेळेस मिळेल

दुय्यम निंबधक  
वसई 2

बाजार: मुल्य: 640000 रु. मोबदला: 788500 रु.

भरलेले मुद्रांक शुल्क: 22030 रु.

देयकाचा प्रकार : डीडी/घनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: वसई विकास सहकारी बँक लि - विरार प ;

डीडी/घनाकर्ष क्रमांक: 086138; रक्कम: 7890 रु.; दिनांक: 28/05/2010

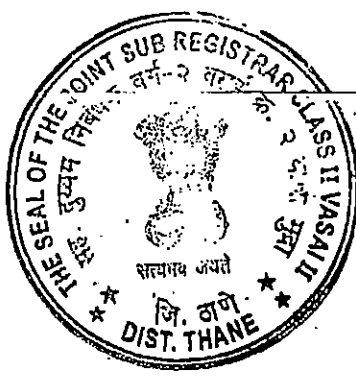
मुद्रांक भरत घिलाळा.  
दि... 28/05/2010

दुय्यम निंबधक वसई-2

22,030/-

Customer's Copy	
THE KAPOL CO-OP. BANK LTD.	
FRANKING DEPOSIT SLIP	
Branch: BHAYANDAR	Date: 26/5/10
Pay to: Acct. Stamp Duty	71402
Frinking Value	Rs. 2,20,300/-
Service Charges	Rs. 10/-
TOTAL	Rs. 2,20,400/-
Name & Address of the Stamp duty paying party	
New Vastu Nirman Developers Shop No. 1, Narayan Bhuvan, Near Hospital, Virar (E.), Tal. Vasai, Dist. Thane	
Tel./Mobile No.	25858091
Desc. of the document	086737
DD/Chq/Other	086737
Drawn on Bank:	U.S. Bank Ltd. Mumbai
(For Bank's Use only)	
Tran ID	A254-Rs.
Frinking Sr. No.	PL-546 Rs.
Cashier	Officer

Handwritten initials/signature



Handwritten stamp: 22030/-  
9/80

### AGREEMENT FOR SALE

ARTICLES OF AGREEMENT for sale is made and entered into at VIRAR, on this 28<sup>th</sup> day of May, 2000

BETWEEN

"NEW VASTU NIRMAN DEVELOPERS" a partnership firm having their office at Shop no. 1, Narayan Bhuvan, Near Hospital, Virar (E.), Tal. Vasai, Dist. Thane hereinafter called "THE BUILDERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the partner partners for the time being of the said firm their survivor or survivors and the his heirs, executors, administrators and assigns) of the

**FIRST PART.**

Smile

FOR THE KAPOL CO-OP. BANK LTD.  
The Kapol Co-operative Bank Ltd.,  
Bhayander Bazar, Poddar Naka,  
Tulsi Prasad Tower, 1st floor,  
Opp. Shivkanti Office,  
Bhayander Bazar, Thane-401 105.  
D-SIST/AY/C.R.106/10/05/2009-2012

श्री 76266  
123488  
MAY 26 2010  
SPECIAL ADHESIVE  
MAHARASHTRA  
17:00  
02290301-985497

AND

Miss. Smita Shiva Karkera

age : \_\_\_\_\_ years, residing at A/26/203 Pacific Apt.  
1<sup>st</sup> Cross Road Lokhandwala Complex Andheri  
West Mumbai 53

hereinafter called "**THE PURCHASER**" (Which expression shall unless it be repugnant to the context or meaning thereof deemed to include his/her/ their heirs, executors, administrators and assigns) of the **SECOND PART:-**

**A) WHEREAS** Mr. Pandurang Govind Raut & 3 others, residing at Raut Wadi, Vartak Road, Virar (W.), were the owners of the land bearing S.No. 53, H.No. 1 Part, admeasuring H-A-P 0-16-8 i.e. 1690 sq.mtrs. situate at Village Virar, Tal. Vasai, Dist. Thane, Mr. Victor Zuja Kurel & 9 others residing at Nandakhal, Virar (W.) 401 303, Tal. Vasai, Dist. Thane, were the owners of the land bearing S.No. 53, H.No. 13, admeasuring H-A-P 0-09-6 i.e. 960 sq.mtrs situate at Village Virar, Tal. Vasai, Dist. Thane, Mr. Raghunath Bhau Mhatre & 7 others residing at Bhoir Pada, Virar (E.), 401 303, Tal. Vasai, Dist. Thane, were the owners of the land bearing S.No. 53, H.No. 1 Part, admeasuring H-A-P 0-08-5 i.e. 850 sq.mtrs situate at Village Virar, Tal. Vasai, Dist. Thane, Mrs. Harsuben Chunnilal Soparwala, Mrs. Sarojben Chunnilal Soparwala & 3 others residing at 1<sup>st</sup> Floor, Prachee Apartment, Jain Mandir Road, Virar (W), 401 303, Tal. Vasai, Dist. Thane, was the owner of land bearing S.No. 53, H.No. 1 Part, admeasuring H-A-P 0-01-3 i.e. 130 sq.mtrs situate at Village Virar, Tal. Vasai, Dist. Thane herein after referred to as "The owners" and the land mentioned hereinabove is hereinafter referred to as "**The said land**" more particularly described in the schedule "A" hereinunder written for sake of Brevity.

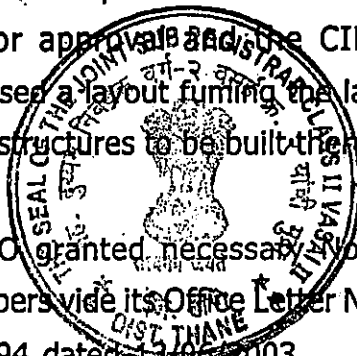
**B) AND WHEREAS**, Mr. Pandurang Govind Raut & 3 others have entered into a development agreement dated 14/6/2002 with Mr. Vivek G. Choudhari residing at Vartak Wadi, Virar (W.), Tal. Vasai, Dist. Thane and Mr. Ajay. Y. Patil residing at Gaothan, Virar (W.), Tal. Vasai, Dist. Thane in respect of the land bearing Survey no. 53, Hissa no. 1 Part of consideration mentioned therein and also a power of attorney dated 05/11/2003 was granted to him and authorised him to act in their name



Smita

वर्क-२
22/09
2/02

- C) **AND WHEREAS**, Mr. Victor Zujya Kurel & 9 others have entered into an agreement for sale dated 27/11/2006 with Mr. Vivek G. Choudhari partner of Vastu Nirman Developers in respect of the land bearing Survey no. 53, Hissa no. 13 for consideration mentioned therein and also a power of attorney dated 6/10/2006 has granted to him and authorised him to act in their name.
- D) **AND WHEREAS**, Mr. Raghunathbhou Mhatre has entered into a development agreement dated 18/07/2006 and Mr. Naresh Jagannath Mhatre & 6 others have entered into an agreement for sale dated 29/09/2005 with Mr. Vivek G. Choudhari residing in respect of the land bearing Survey no. 53, Hissa no. 1 Part for consideration mentioned therein and also a power of attorney dated 07/11/2001 has granted to him and authorised him to act in their name.
- E) **AND WHEREAS**, Mrs. Sarojben Chunnilal Soparwala & 3 others have entered into an agreement for sale dated 18/04/2006 with Mr. Vivek G. Choudhari in respect of the land bearing Survey no. 53, Hissa no. 1 Part for consideration mentioned therein and also a power of attorney dated 25/02/2005 has granted to him and authorised him to act in their name.
- F) **AND WHEREAS**, Mr. Vivek G. Chaoudhari (hereinafter called as "The developer" for sake of brevity) thus seized and possessed of the said land i.e. S.No. 53, H.Nos. 1 part, 1 part, 1 part & 13, admeasuring 3,620 sq.mtrs. situate at Village Virar, Tal. Vasai, Dist. Thane.
- G) **AND WHEREAS** - The Developers submitted whole of the said land to CIDCO for approval and the CIDCO after approving the same passed layout furnishing the lands to NA use and passed various structures to be built thereon.
- H) **AND WHEREAS** CIDCO granted necessary no-objection Certificate to the Developers vide its Office Letter No. CIDCO/VVSR/NAP/BP-321 I/E/594 dated 13/06/2003.

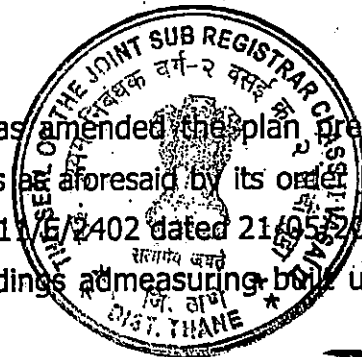


*Be*

*Smile*

वसई-२
०२०/०९
३१०८

- I) **AND WHEREAS** the Office of Collector of Thane has granted permission to the Developers to put the said land for the Non-agricultural use vide his Order bearing No. REV/D-1/T-9/NAP/SR-55/2003 dtd. 05/12/2003.
- J) **AND WHEREAS** CIDCO has granted Development permission bearing its number CIDCO/VVSR/CC/BP-3211/E/725 dated 08/06/2004 to construct residential building on the said land admeasuring area 3620.00 sq.mtrs.
- K) **AND WHEREAS,** CIDCO has granted Commencement certificate bearing its number CIDCO/VVSR/CC/BP-3211/E/726 dated 08/06/2004 to construct ground + 3 & 4/pt. residential building admeasuring area 1100.18 sq.mtrs.
- L) **AND WHEREAS** CIDCO has granted revised assessment order no. 294 i.e. development permission bearing its number CIDCO/VVSR/CC/BP-3211/E/2342 dated 26/09/2005 to construct residential building on the said land admeasuring area 3620.00 sq.mtrs..
- M) **AND WHEREAS** CIDCO has amended the plan previously approved by various orders as aforesaid by its order bearing No. CIDCO/VVSR/AM/BP-3211/E/630 dated 11/05/2006 and authorised developer herein to construct a residential buildings admeasuring built up area 3243.01 sq.mtrs.
- N) **AND WHEREAS** CIDCO has granted revised assessment order no. 84 i.e. development permission bearing its number CIDCO/VVSR/CC/BP-3211/E/631 dated 11/05/2006 to construct residential building on the said land admeasuring area 3620.00 sq.mtrs..
- O) **AND WHEREAS** CIDCO has amended the plan previously approved by various orders as aforesaid by its order bearing No. CIDCO/VVSR/AM/BP-3211/E/2402 dated 21/05/2007 to construct a residential buildings admeasuring built up area 3393.65 sq.mtrs.

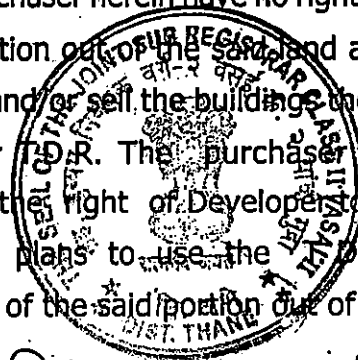


①

*Smula*

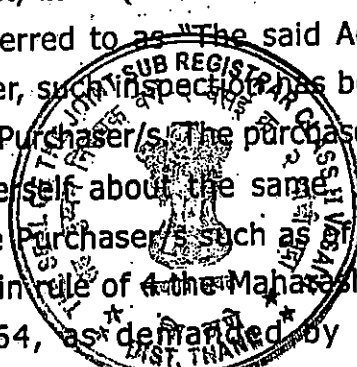
व.ई-२
२८/१९
२१०८

- Q) **AND WHEREAS** CIDCO has amended the plan previously approved by various orders as aforesaid by its order bearing no. CIDCO/VVSR/AM/BP-3211/E/4061 dated 23/08/2007 to construct two buildings no. 1 and 2 admeasuring built up area 3368.11 sq.mtrs.
- Q) **AND WHEREAS** CIDCO has amended the plan previously approved by various orders as aforesaid by its order bearing no. CIDCO/VVSR/AM/BP-3211/E/85 dated 15/01/2008 to construct a residential buildings no. 1 and 2 admeasuring built up area 3777.81 sq.mtrs.
- R) **AND WHEREAS** Mr. Vivek G. Choudhari alongwith Mr. Deepak Harishchandra Thakur, Mr. Rohan Jayendra Thakur, Mr. Ajiv Yashwant Patil formed a partnership firm on 28/12/2006 known as "**NEW VASTU NIRMAN DEVELOPERS**" and all aforesaid said land and F.S.I, approved thereon by CIDCO is agreed to construct jointly by these four persons according to the terms and conditions mentioned in a partnership deed.
- S) **AND WHEREAS** as shown in the block plan (hereinafter annexed) the land kept vacant out of the said land for the proposed construction site of Building no. 3 and 4 shall remain in exclusive possession of the developer herein. The developer have right to construct the buildings nos. 3 and 4 and/or have right to amend the plans and locations or to use any additional F.S.I, or T.D.R. to be approved by CIDCO or any other concern government authority in time being in force on the said portion of the said land. The ownership and the title of this portion out of the said land shall exclusively with the developers herein. The purchaser herein have no right, interest or claim over the said portion out of the said land and have no objection to construct and/or sell the buildings thereon by using additional F.S.I, or T.D.R. The purchaser hereby irrevocably consents to the right of Developer to receive and modify the building plans to use the T.D.R. and additional F.S.I, in respect of the said portion out of the said land from time to time.



वसई-२
२२४/११२
५१०८

- T) AND WHEREAS** the Developer is entering into several agreement similar to this agreement with several parties who may agree to take acquire premises and subject to such modification as may be necessary or considerable or desirable or proper by the Developer with a view ultimately that the purchaser of the various premises along with occupants of the other premises in the said Building shall form a Co-operative Housing Society or Limited Company.
- U) AND WHEREAS** the purchaser/s has / have demanded from the Developer inspection of the aforesaid building plans, specification of and other documents referred to above including to agreement such inspection has been duly given to and taken by the Purchaser/s. The purchaser/s has also satisfied himself / herself about the same.
- V) AND WHEREAS** the Developer have engaged the Service of an Architect Mr. Sameer R. Desai, registered with the Council of Architect and for preparation of the structural drawings of the Buildings and the Developer accepts the professional supervision of the Architect till the completion of the Building.
- W) AND WHEREAS** the Flat Purchaser/s demands from the Developer and the Developer have given inspection to the Flat Purchaser/s of all documents of title relating to the said land, the development agreement and the plans, designs and specification prepared by the Builders and Architects Mr. Sameer R. Desai, and of such other documents as specified under the Maharashtra Ownership Flat (Regulation of the Promotion Construction, Sale Management and Transfer) Act, 1963 (hereinafter for the sake of brevity it may be referred to as "The said Act") and the rules made thereunder, such inspection has been duly given to and taken by the Purchaser/s. The purchaser/s has also satisfied himself/ herself about the same. The Developer has supplied to the Purchaser/s such as the documents as are mentioned in rule of 4 of the Maharashtra Ownership Flat, Rules 1964, as demanded by the purchaser/s.



13  
Smile

वसई-२
२८८०९
१/०८

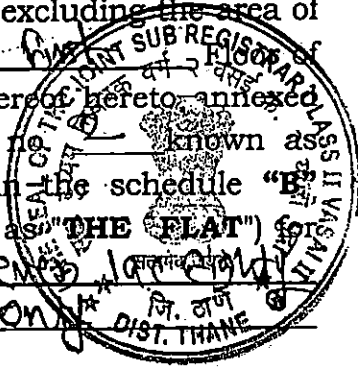
X) **AND WHEREAS** the purchaser has made an offer to purchase and acquire the **Flat no.** 101 on the First floor of - wing of the building no. 2 known as **Vastu Shilp** and the Developer has agreed to allot to the purchaser the said flat on the terms and conditions hereinafter appearing and at for a total consideration of **Rupees** 788500/- **(Rupees Seven lac Eighty Eight Thousand Five Hundred Only)** Only).

Y) **AND WHEREAS** prior to making application as aforesaid, as required by the provisions of Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act No. XXIV of 1960) the Purchaser has made a declaration to the effect that neither the Purchaser nor any of the members of his family (family as defined under the said Maharashtra Co-operative Societies Act of 1960) own Flats, house or building within the limits of the local authority.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-**

1) The Developer shall construct the said building on the said land accordance with the plans, designs, specifications approved by the concerned local authority i.e. CIDCO VASAI, and which have been seen and approved by the Flat purchaser/s with only such variations and modification as the Developer may consider necessary or as may be required by the concerned local authority Government to be made in them or any of them.

2) The Flat purchaser/s hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Flat purchaser/s one **Flat bearing No.** 101 of carpet area admeasuring 25.37 **Sq. mtrs**, (which is excluding the area of inner walls, outer walls, staircase & opla) on First wing, as shown in the floor plan thereof hereto annexed and marked annexures 'E' in the building no. 2 known as **Vastu Shilp** more particularly described in the schedule "B" hereinunder written (hereinafter referred to as "**THE FLAT**") for the price of 788500/- **(Rupees Seven lac Eighty Eight Thousand Five Hundred Only)** Only).



101

*Handwritten signature*

वसई-२
228/109
10102



3) The said consideration of Rs. 788500 (Seven Lacs Eighty Eight Thousand Five Hundred only) shall be payable in the following manner:-

- a. Rs. 118200 On booking of the Flat  
 b. Rs. 118200 On or before completion of plinth  
 c. Rs. 78850 On or before completion of 1st slab.  
 d. Rs. 78850 On or before completion of 2nd slab.  
 e. Rs. 78850 On or before completion of 3rd slab.  
 f. Rs. 78850 On or before completion of 4th slab.  
 g. Rs. 78850 On or before completion of 5th slab.  
 h. Rs. 39400 On or before completion of Brick work.  
 i. Rs. 39400 On or before completion of plaster (Internal & External)  
 J. Rs. 39400 On or before completion of sanitary fitting and plumbing.  
 K. Rs. 39650 On remaining at the time occupation of the said flat before possession.

4) The Developer hereby agrees to observe, perform and comply with all the terms and conditions, stipulation and restrictions if any, which may have been imposed by the concerned local authority, at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Flat purchaser, obtained from the concerned local authority, occupation and / or completion certification in respect of the Flat.

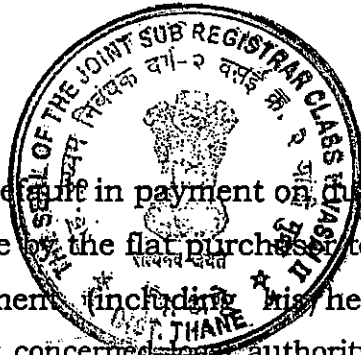


*Smile*

वसई-२
०२०८/२०९
८१०८

- 5) It is agreed by and between both the Developer and the purchaser that the calculations of the carpet area mentioned herein above includes the net usable floor area within the said flat.
- 6) The PURCHASER has prior to the execution of this Agreement satisfied himself about the title of the said Developer to the said property described in the Schedule-C hereinunder written and also satisfied himself about the carpet area calculations mentioned hereinabove, the PURCHASER shall not be entitled to further investigate the title thereto or the right of the Developer to develop and improve the said land, no requisitions or objections shall be raised related to the rights and interests of the Developer to the said land and shall not be entitled to raise any objection in any court of law about the carpet area calculations of the said flat.
- 7) The Flat Purchaser/s agrees to pay the Developer interest at the rate Twenty One percent per annum on all the amounts which become due and payable by the Flat Purchaser to the suitable under the terms of this agreement from the date of the said amount is payable by the Flat Purchaser to the Builder.

- 8) On the Flat Purchaser committing default in payment on due date of any amount due and payable by the flat purchaser to the Developer under this agreement (including his/her proportionate share of taxes levied by concerned local authority and other and outgoing) and on the Flat purchaser committing



Be

Smk

वसई-२
२२४/२०१०
२/२८

..10..

breach of any of the terms and conditions herein contained, the Developer shall be entitled at his/her option to terminate this agreement.

PROVIDED always that the power of termination herein before obtained shall not be exercise by the Developer unless and until the Developer shall has given to the Flat purchaser fifteen days prior notice in writing of heir intention to terminate the agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended of terminate the agreement and default shall have been made by the Flat purchaser in remedying such breach or breaches within a reasonable time after the giving of such notice.

PROVIDED further that upon termination of this agreement as aforesaid, the Builders shall forfeit absolutely the amount of sale price of the Fiat which may till have been paid by the Flat purchaser to the Developer and upon termination of this agreement and forfeiture of aforesaid amount by the Developer, the Developer shall be at liberty to dispose off and sell the Flat to such person and at such price as the Developer shall be also be entitled to deduct the legal and other charges if any chargeable reasonably.

- 9) The fixtures, fitting and amenities to be provided by the Developer in the premises and the said building are those that are set out in Annexure annexed hereto.
- 10) The Developer shall give possession of the premises to the Flat purchaser/s on or before day 10th Jun 10. If the Developer fails or neglects to give possession of the Flat to the Flat Purchaser on account of reasons beyond his/her/their control and of his/their agents as per the provisions of section of Maharashtra ownership Flats Act by the aforesaid date or dates prescribed in Section 8 of the said Act, then the Builders shall be liable on demand to refund to the Flat purchaser the amounts already received by him/them in respect of the Flat with simple interest at 21% (Twenty one per cent) per annum from the date Developer received the sum till the date the amounts and interest thereon is repaid provided that by mutual consent it is agreed that dispute whether the stipulations specified in section 8 have been satisfied or not will be referred

10  
Smb

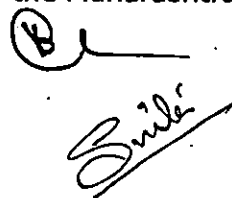
वसई-२
12/07/09
90/82

..11..

to the competent authority who will act as an Arbitrator. Till the entire amount and antirust thereon is refunded by the Developer to the Flat purchaser/s they shall, subject to prior encumbrances, if any, be a charge on the said land as well as the construction or building in which the Flats are situated or were to be situated.

PROVIDED that the Developer shall be entitled to reasonable extension of time for giving possession of Flat or delivery of Flat on the aforesaid date, if the completion of building in which that Flat is to be situated is delayed on account of:

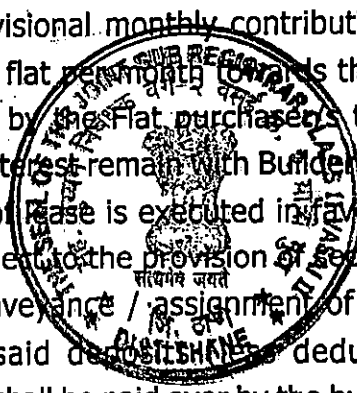
- i) Non-Availability of steel, cement, other building material, water or electric supply,
  - ii) War, civil commotion or act of God i.e. earthquake, flood etc.
  - iii) Any notice, order rule, notification of the Government and / or other public or competent authority.
- 11) The Flat Purchaser/s shall take possession of the Flat within 7 (seven) days of the Builders giving written Notice to the Flat purchaser/s intimating that the said Flat are ready for use and occupation.
- 12) The Flat purchaser/s shall use the Flat or any part thereof or permit the same to be used for purpose of residence.
- 13) The Flat Purchaser/s along with other purchaser/s of Flat in the building shall join in forming and registering the Society or a Limited company to be known by the name as VASTU SHILP CO-OPERATIVE HOUSING SOCIETY LTD. The Flat purchaser will also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the society or limited company and for becoming a member, including the bye-laws of the proposed society and fulfill sign and returns to the builders within 7 days of the same being forwarded by the builders to the flat purchaser so as to enable building to register organization of the flat purchaser under section 10 of the said Act within the time limit prescribed by rule 8 of the Maharashtra ownership Flat/



वर्ग-२
१२४२०१०
१११०८

shop (Regulation of the promotion of construction, sale, management and transfer) Rules, 1964, No. objection shall be taken by the flat purchaser/s if any. changes or modifications are made in draft Bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of co-operative societies or the Registrar of companies, as the case may be, or any competent Authority.

- 14) Unless it is otherwise agreed to by and between the parties hereto that the Developer shall cause to be transferred to society or limited company right, title and interest of the vendor and/or the owners in the adequate part of the said land together with the building/s obtaining or executing the necessary conveyance and/or assignment of lease of the said land (or to the extent as may be permitted by the authorities) and the said building in favour of such society or limited company, as the case may be such conveyance/assignment of lease shall be in keeping with the terms and provisions of this agreement. Commencing a week after notice in writing is given by the Developer to the flat purchaser/s that the flat is ready for use and occupation, the Flat Purchaser/s shall be liable to bear and pay the proportionate share (i.e. proportionate to the floor area of the Flats) of out goings in respect of the said land and building/s, namely local taxes, betterment charges or such other levies by the concern Local Authority and/or Government, Water charges, Insurance, Common lights, Repairs, and salaries of clerks, Bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the society/limited company is formed and the said land and building transferred to it, the Flat Purchaser/s shall pay to the Builder such proportionate shares of out goings as may be determined. The Flat purchaser shall pay to the Builder provisional monthly contribution of Re. 1/- per sq. ft. of the said flat per month towards the out goings. The amount so paid by the Flat purchaser/s to the Builders shall not carry any interest remain with Builders until a conveyance / assignment of lease is executed in favour of the society as aforesaid. Subject to the provision of section 6 of the said Act, on such conveyance / assignment of lease being executed, the aforesaid deposit (deduction provided for this agreement) shall be paid over by the builders



Be  
Sunka

वर्ग-२
१२४०१
१२४०२

..13..

to the society or limited company, as case may be. The Flat Purchaser undertake to pay such provisional monthly contribution and such proportionate share of out goings regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever.

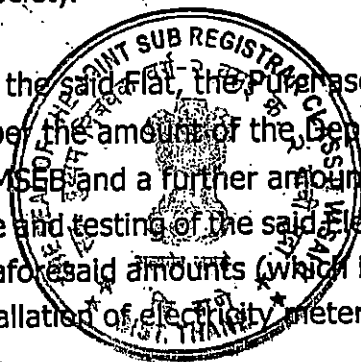
15) The Flat Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the builders the following amounts :-

- a. Rs.1000/- for legal charges.
- b. Rs.0260/- for share money, application entrance fee of the society or limited company.
- c. Rs.0500/- for formation and registration of the society or limited company.
- d. Rs.3000/- or legal charges
- e. Rs.4760/- TOTAL

16) The Developer shall utilise the sum of Rs. 1760/- (Rupees One Thousand Seven Hundred and Sixty only) paid by the purchasers to the Developer for meeting all legal costs, charges, and expenses, including professional costs of the Attorney at Law/Advocate of the Developer in connection with the formation of the said society, or as case may be limited company, preparing its rules, regulation, and Bye-laws and the costs of preparing and engrossing this agreement and the conveyance or assignment of lease.

17) At the time of registration the Flat Purchaser/s shall pay to the Builders the Stamp duty, Registration charges and xerox charges, payable if any by the said society or limited company on the conveyance or lease or any documents or instrument of transfer in respect of the said land and the Building to the executed in favour of the society.

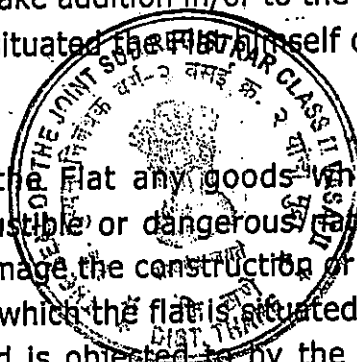
18) Before taking possession of the said flat, the Purchaser shall reimburse unto the Developer the amount of the Deposit for electric connection paid to MSEB and a further amount being the cost of the Electric Metre and testing of the said Electricity Metre. Upon receipt of the aforesaid amounts (which is to be fixed at the time of the installation of electricity meter as per direction of MSEB).



16  
Sinh

वर्क-२
०२४ ०२
१३/०८

- 19) The Developer 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 premises to the PURCHASER.
- 20) So long as each Flat in the said Building is not separately assessed for taxes and water charges by the Local body or authority, the PURCHASER shall pay proportionate share of the water taxes and other taxes assessed on the whole Building by the Zilla Parishad, Thane, or Municipal Council or any other public body or authority or CIDCO PROVIDED HOWEVER that if any special taxes and/or rates are demanded by Municipal Council or local body or authority or any other authority by reason of any permitted use, the PURCHASER alone shall bear and pay such special taxes and rates. As from the date of delivery of the Flat, the PURCHASER and other Purchaser shall observe and perform all the Rules and Regulations of the CIDCO, Municipal Council of Virar Zilla Parishad Local body or authority and other statutory bodies and shall indemnify and keep indemnified the Builders against any loss or damage.
- 21) The Flat Purchaser/s or himself / herself / themselves with Intention to bring all Persons into whatsoever hands the Flat may comes doth hereby convenient with the Builders as follows:-
- a) To maintain the Flat Purchaser's own costs any good tenantable repair and condition from the date of possession of the Flat is taken and shall not do or suffered to be done anything in or to the Building in which the Flat is situated staircase or any passages which may be against the rule, Regulation or Bye-laws or concerned local or any other authority or change/alter to make addition in/or to the Building in which the Flat is situated the Flat himself or any part thereon.
- b) Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structures of the Building in which the flat is situated or storing of the which good is objected to by the concerned local or other authority and shall not carry or caused

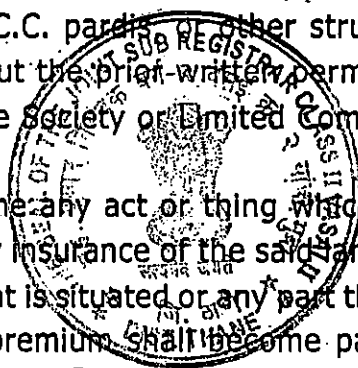


Be  
Smile

वर्क-२
२२०११
१०/१०

to be carried heavy packages whose upper floors which may damage or likely to damage the staircase, common passages or any other structure of the Building in which the Flat is situated and in case any damage is caused to the Building in which the Flat is situated or the Flat on account of negligence or default of the Flat Purchaser in this behalf, the Flat Purchaser shall be liable for the consequences of the branch.

- c) To carry at his own cost or all internal repairs to the said Flat in the same conditions, state and order in which it was delivered by the Builders to the Flat Purchaser and shall not do or suffering to be done any thing in or to the Building in which the Flat is situated or suffering to be done anything in or to the Building in which the Flat is situated or the Flat which may given the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat Purchaser committing any Act the contravention an of the above provision, the Flat Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the Flat or any Part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat or any part thereof nor any alteration in the elevation and outside colour scheme of the Builder/s in which the Flat is situated and shall keep the portion, sewers, drains, pipes in the Flat an appurtenances thereto in good tenantable repair and condition and in the particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs, or R.C.C. parts or other structural members in the Flat without the prior written permission of the Builders and / or the Society or Limited Company.
- e) Not to do permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Flat is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.



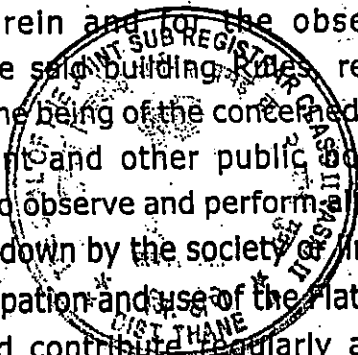
W  
Smile

वर्क-२
१२४ ०९०
९५१४८



..16..

- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown for the said Flat in the compound or any portion of the said land and the building in which the Flat is situated.
- g) Pay to the Developer within Seven days of demand by the Developer, their share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- h) To bear and pay increase in local taxes, water charges, insurance and such other levys, if any, which are imposed by the concerned local authority and/or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- i) The Flat purchaser shall not let, sub-let, Transfer, assign or part with Flat purchaser's interest or benefit factor of this agreement or part with the possession of the Flat until all the dues payable by the Flat purchaser/s to the Builder under this agreement are fully paid up and only if the flat purchaser had not been guilty of breach of or non observance of any of the terms and condition of the this agreement and until the purchaser has/have intimated in writing to the Builder.
- j) The Flat purchaser/s shall observe and perform all the rules and regulation which the society or limited company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat therein and for the observances and performance of the said building. Rules, regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The flat purchaser shall also observe and perform all the stipulation and condition laid down by the society or limited company regarding the occupation and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out goings in accordance with the terms of this agreement.



*B*  
*Smila*

वसई-२
०२४/२०१०
१६४८

..17..

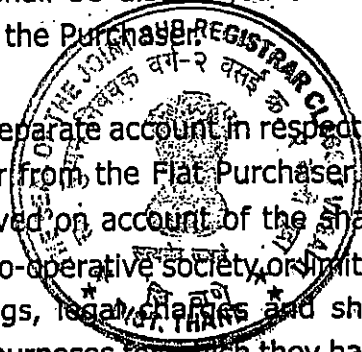
Till a conveyance of building in which flat is situated is executed the flat purchaser/s shall permit the Builders and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and conditions thereof.

22) That the PURCHASER shall use the said Flat for the purpose of residential use permissible under the rules and regulations of the Government of Maharashtra, CIDCO and the Government of India on that behalf.

23) If the PURCHASER neglects, omits or fails for any reason whatsoever to pay the Developer any of the amounts due and payable by the PURCHASER 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 shall in any other way fail to perform or observe any of the covenants and stipulations on their part herein contained or referred to, then this Agreement shall become null and void and stand terminated and all amounts already paid by the PURCHASER to the Developer shall be forfeited absolutely. The PURCHASER hereby agrees to the forfeiture of all their rights, title and interest in the said Flat to the Developer and it shall be without prejudice to any other right, remedies and claims whatsoever at law or under this Agreement of the Developer against the PURCHASER.

24) Notwithstanding anything contained to the contrary hereinabove, in the event the Purchaser shall fail or neglect to make the payment of the sale price as stipulated hereinabove, this Agreement shall automatically come to an end and shall stand terminated and rescinded by and between the parties and that builders shall be discharged of their obligation to sell the said flat to the Purchaser.

25) The Developer shall maintain a separate account in respect of sums received by the Developer from the Flat Purchaser as advance or deposits, sum received on account of the share capital for the promotion of the co-operative society or limited company towards the out goings, legal charges and shall utilise the amounts only for the purposes for which they have been received.



*(Signature)*  
Bunde

वसई-२
०२०४/२०१७
१०१८८

- 26) Nothing contained in this agreement is intended to be nor shall be constructed as a grant, demise or assignment in law of the said flats or of the said plot and building or any part thereof. The Flat Purchaser shall have no claim save and except in respect of the Flat hereby asked to be them/him/her and all open spaces, parking spaces, lobbies, staircases, recreation spaces etc. will remain the property of the Developer until the said land and building is transferred to the society or limited company as herein before mentioned & the purchaser is entitled to use the common areas along with the other purchaser for the purpose of beneficial enjoyment of the said flat.
- 27) Any delay tolerated or indulgence shown by the Developer in enforcing the term of this agreement or any forbearance or giving of time to the Flat Purchaser by the Developer shall not be constructed as a waiver on the part of the Developer of any breach or non-compliance of any the terms and conditions of this agreement by flat purchaser nor shall the same in any manner prejudice the right of the Builders.
- 28) The Flat Purchaser and/or the Developer shall present this agreement as well as the conveyance / assignment of lease at the proper registration office of registration within the time limit prescribed by the registration act and the Developer will attend such office and admit execution thereof.
- 29) All notices to be served on the Flat Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent, to the Flat Purchaser, by registered post A.D./under Certificate of positive at his/her/their address specified below:-

Same as above

- 30) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space in front of or adjacent to the terrace Flats in the said building, if any, shall belong exclusive use of the respective terrace Flat purchaser/s till the permission in writing is obtained from the concerned local authority and the Developer or the society/s or as the case may be, the Limited Company.

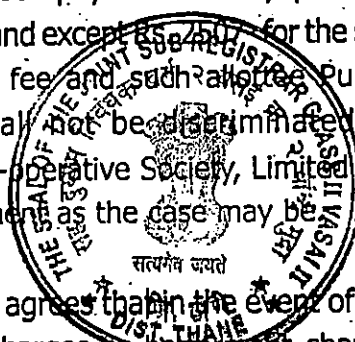
*Smile*

वसई-२
२२४ १११
१५/०८

- 31) IT IS AGREED BETWEEN the Developer and Purchaser/s that in case any additional F.S.I, is granted or constructed of additional floors in allowed then the Developer are entitled to construct and disposed of the said additional construction and the Developer have reserved the right to construct the same addition construction mentioned above and disposed the same. The necessary covenant in the deed of conveyance to executed in favour of Co-operative Housing Society shall be incorporated.
- 32) It is agreed that the Developer shall be entitled, without affecting the rights of the purchaser/s to the said premises including the area thereof, to revise the building plans in respect of the said building and to utilise the total F.S.I, and the development rights available in respect of the said land by suitably modifying the building plans in respect of the said premises as the Developer may desire and the Purchaser/s hereby irrevocably consents to the right of Developer to revise and modify the building plans in respect of the said premises from time to time.
- 33) In the event of the any Society being formed and registered before sale and disposal by the Developer of all the premises, the powers and the authority of the society or Limited Company or condominium of Apartment so formed or the Purchaser/s and other holders of the premises shall be subject to the over all authority and control of the Developer in respect of al the matters concerning the said building and in particular the Builders shall have absolute authority and control as regard the unsold premises and the disposal thereof.

PROVIDED AND ALWAYS the Purchaser/s hereby agrees and confirms that in the event of the said society and/or Limited Company or Condominium of Apartment on being called upon by the Developer without payment of any premium or any additional charges save and except Rs. 250/- for the share money and Rs. 107- entrance fee and such other charges, Purchaser/s or transferee thereof shall not be discriminated or treated prejudicially by such Co-operative Society, Limited Company or condominium of Apartment as the case may be.

- 34) The Purchaser/s hereby agrees that in the event of any amount towards development charges or betterment charges or of a



*Be*  
*Sinh*

वसई-२
२२४/२०१
१२/१०८

..20..

similar nature becoming due and payable by the Developer to the Government or city and Industrial Development Corporation or Municipality or to any other public body in respect of the said land, the same shall be reimbursed by the Purchaser/s in proportionate to the area of his/her Flat.

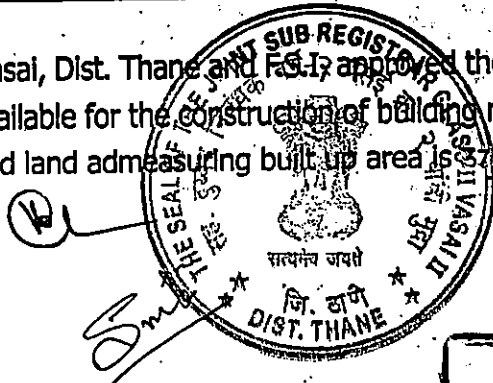
- 35) The Purchaser/s hereby agrees that in the event of any amount by way of premium or security deposit is payable to the Virar Municipality or the State Government or CIDCO or betterment charges or development tax or security for the purpose of giving water connection or any other tax on payment of a similar nature becoming payable by the Developer the same shall be paid in proportion to the area of the said premises and in determining such amount the discretion of the Builder shall be conclusive and binding upon the purchaser/s.
- 36) The Purchaser/s shall not always be subject to the exterior of the said premises otherwise than in a manner agreed to with the Developer under this agreement.
- 37) The agreement shall always be subject to the provision of Maharashtra Co-operative Societies Act, 1960 with rules made thereunder and also The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.

**THE SCHEDULE 'A' ABOVE REFERRED TO**

All that piece or parcel of the land bearing

S.No.	H.No.	Area (H.-Are.-P.)	Area (Sq.Mtrs.)
53	1 part	0-16-8	1680
53	13	0-09-6	960
53	1 part	0-08-5	850
53	1 part	0-01-3	130

of village Virar, Tal. Vasai, Dist. Thane and F.S.I. approved thereon by the CIDCO and available for the construction of building nos. 1 and 2 on the aforesaid land admeasuring built up area is 2777.81 sq. mtrs.



वर्क-२
E2087R0
20/02

**SCHEDULE "B"**  
**THE SCHEDULE ABOVE REFERRED TO:**

Flat No. 101 on the 1st floor, -  
wing, building no. 2 admeasuring carpet area 25.37  
sq. meters (which is excluding the area of inner walls, outer walls,  
staircase & ota) in the Building known as **Vastu Shilp**, lying being  
and situated at Village : VIRAR, Tal. : Vasai, Dist. : Thane, within  
the area of Sub-Registrar at Vasai - 2.

**LIST OF AMENITIES ABOVE REFERRED TO**

**GENERAL CONSTRUCTION:**

1. R.C.C. Framed structure with external and internal brick wall.
2. Sand faced cement plaster on exterior surface and smooth cement plaster with P.O.P. finish on interior surface.
3. R.C.C. loft over bath blocks.
4. R.C.C. staircase with mosaic tile/ kota flooring.
5. R.C.C. underground and overhead water tanks with pumping arrangements.

**Doors and Windows:**

1. Wooden door frame of sal wood. with flush door of commercial ply and with brass fittings.
2. Windows - powdered coated aluminum sliding windows.

**Flooring and Dados**

1. Ceramic flooring in living, passage, bed room and kitchen.
2. Ceramic flooring in W.C. and bath room

**W.C.**

Fitted with Anglo-Indian style pot with full height tile dado.

**Bath:**

With full height tile dados and with modern tab fittings.



*(Handwritten signature)*

वसई-२
228/2090
29/02

**Kitchen:**

Granite top cooking platform with grazed tile dado upto the top height and also with steel sink. Wash basin of suitable size will be fixed near W.C. and bath in the passage.

**Electric Work:**

Adequate electric light and power points and lighting arrangement in and around the buildings and also T.V. and Telephone point in hall shall be provided.

**Plumbing:**

Necessary and sufficient plumbing and drainage arrangement will be provided.

**Finishing:**

Cement base/tex paint to exterior wall, attractive Acrylic Plastic Paint to interior wall and synthetic enamel paints to wood work.

**Decorative Entrance Lobby**

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR RESPECTIVE HANDS ON THE DAY AND YEAR FIRST HERE IN ABOVE MENTIONED.







वसई-२
२००३/०७
२४०८

Signed, Sealed And Delivered on behalf of )  
withinnamed **M/s. NEW VASTU NIRMAN** )  
**DEVELOPERS** )

For New Vastu Nirman Developers

by duly authorized partner Mr./Mrs: )  
Vinay Gajanan Chaudhari )  
In presence of .....



Ballan

- 1. [Signature]
- 2. [Signature]

Signed, Sealed And Delivered withinnamed )  
**Flat Purchaser** )

Smita Shiva Karkera )

Smita



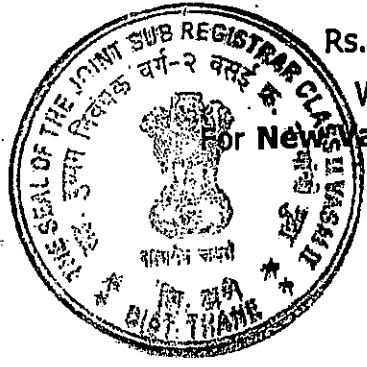
in presence of .....

- 1. [Signature]
- 2. [Signature]

RECEIVED of and from the withinnamed )  
Purchaser the sum of Rs. 5,00,000/- )  
(Rs. Five lac only )  
on or before the execution of these presence )  
being the part of the total amount of )  
the price of the said flat. )

Rs. 5,00,000/-

We say Received  
For New Vastu Nirman Developers



[Signature]  
Partner

वर्क-२
२२४/२०१२
२३/०८



# N. B. DESHMUKH & CO.

## ADVOCATES

**MR. N. B. DESHMUKH**

B. A. (Hons.) LL.B.

**MRS. KALPANA S. MHATRE**

B. A. LL.B.

**MRS. ANITA M. THAKUR**

B. Com. LL.B.

Off : A/101, Aarti Apartment,  
Near Central Bank of India,  
Annasaheb Vartak Road,  
VIRAR (West), Tal. Vasal,  
Dist. Thane, Pin 401 303.  
Off. PHONE : 2502662,  
2503275

DATE : 8th March 2008

## TITLE CLEARANCE REPORT

THIS IS TO CERTIFY THAT I have investigated the title of N.A. land bearing :-

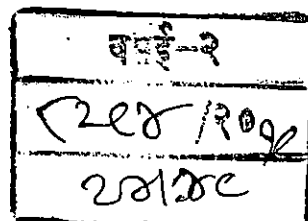
a) Survey No. 53, Hissa No. 1 (Part), admeasuring H.R. 850 Square metres, lying, being and situated at Village Virar, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No. II (Virar).

Chunilal Kandas was the owner of the said land and Mr. Bhau Nana Mhatre was the tenant in respect of the said land.

Mr. Bhau Nana Mhatre had purchased the said land under the Provisions of Bombay Tenancy and Agricultural lands Act through the Additional Tahasildar Vasai under Tenancy Certificate bearing No. 654, dated 30/10/1969.

Mr. Bhau Nana Mhatre died intestate leaving behind him 1) Mr. Jagannath Bhau Mhatre, 2) Raghunath Bhau Mhatre, 3) Harkubai Bhau Mhatre, being the only legal heirs according to the Hindu Succession Act by which he was governed at the time of his death.

Mr. Jagannath Bhau Mhatre died intestate on 27/06/1975 leaving behind him 1) Naresh Jagannath Mhatre, 2) Suresh Jagannath Mhatre, 3) Kunda Shantaram Vartak, 4) Nalini Narendra Mhatre, 5) Shakuntala Moreshwar Mhatre, 6) Rajani Jagannath Mhatre, 7) Kamal Jagannath Mhatre, 8) Yamunabai Jagannath Mhatre, being the only legal heirs according to the Hindu Succession Act by which he was governed at the time of his death.



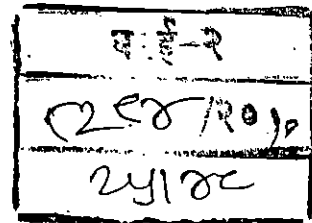
Mr. Suresh Jagannath Mhatre died intestate leaving behind him 1) Jayanti Suresh Mhatre, 2) Jitendra Suresh Mhatre, 3) Madhuri Suresh Mhatre, 4) Kavita Suresh Mhatre, 5) Ulka Suresh Mhatre, 6) Harshala Suresh Mhatre, being the only legal heirs according to the Hindu Succession Act by which he was governed at the time of his death.

Smt. Shakuntala Moreshwar Kawali died intestate leaving behind him 1) Amol Moreshwar Kawali, 2) Manoj Moreshwar Kawali, being the only legal heirs according to the Hindu Succession Act by which she was governed at the time of her death.

Smt. Harkubai Bhau Mhatre died intestate leaving behind him 1) Raghunath Bhau Mhatre, 2) Naresh Bhau Mhatre, 3) Jayanti Suresh Mhatre, 4) Jitendra Suresh Mhatre, 5) Madhuri Suresh Mhatre, 6) Kavita Suresh Mhatre, 7) Ulka Suresh Mhatre, 8) Harshala Suresh Mhatre, 9) Kunda Shantaram Vartak, 10) Nalini Narendra Chaudhary, 11) Amol Moreshwar Kawali, 12) Manoj Moreshwar Kawali, 13) Rajani Jagannath Mhatre, 14) Kamal Jagannath Mhatre, 15) Yamunabai Jagannath Mhatre, being the only legal heirs according to the Hindu Succession Act by which she was governed at the time of her death.

By an Agreement for sale dated 28th September 2005, entered into by and between 1) Naresh Bhau Mhatre, 2) Jayanti Suresh Mhatre, 3) Jitendra Suresh Mhatre, 4) Madhuri Suresh Mhatre Alias Madhuri Sanjay Patil, 5) Kavita Suresh Mhatre Alias Kavita Bipin Mhatre, 6) Ulka Suresh Mhatre Alias Ulka Vivek Chaudhary, 7) Harshala Suresh Mhatre Alias Harshala Sanjay Churi, (therein called "The Vendors") of the First Part and Mr. Vivek Gajanan Choudhary (therein called "The Purchaser") of the Second Part, the said Naresh Bhau Mhatre and others have agreed to sell his land admeasuring H.R. 0-02-5, out of Survey No.53, Hissa No. 1 (Part) to Mr. Vivek Gajanan Chaudhary, on the terms and conditions mentioned in the said agreement.

By an Development Agreement dated 18th July 2006 entered into by and between Mr. Raghunath Bhau Mhatre (therein called "The Owner") of the First Part and Mr. Vivek Gajanan Chaudhary (therein called "The Developer") of the Second Part, the said Mr. Raghunath Bhau Mhatre has granted the development right in respect of land admeasuring H.R. 0-06-0, out of Survey No.53, Hissa No.1 (Part) to Mr. Vivek Gajanan Chaudhary, on the terms and conditions mentioned in the said agreement.



# N. B. DESHMUKH & CO.

## ADVOCATES

**MR. N. B. DESHMUKH**

B. A. (Hons.) LL.B.

**MRS. KALPANA S. MHATRE**

B. A. LL.B.

**MRS. ANITA M. THAKUR**

B. Com. LL.B.

Off: A/101, Aarti Apartment,

Near Central Bank of India,

Annasaheb Vartak Road,

VIRAR (West), Tal. Vasai,

Dist. Thane, Pin 401 303.

Off. PHONE : 2502662,

2503275

-3-

b) Survey No. 53, Hissa No. 1 (Part), admeasuring 1680 Square metres, lying, being and situated at Village Virar, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No. II (Virar).

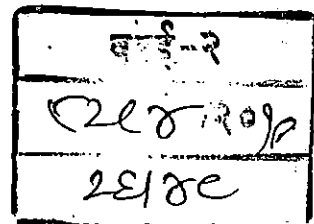
Smt. Damayanti Chunilal and others were the owners of the said land and Mr. Govind Jivan Raut was the tenant in respect of the said land.

Mr. Govind Jivan Raut had purchased the said land under the Provisions of Bombay Tenancy and Agricultural lands Act through the Additional Tahasildar Vasai under Tenancy Certificate bearing No. 655, dated 15/12/1969.

Mr. Govind Jivan Raut died intestate on 07/10/1987, leaving behind him 1) Mr. Pandurang Govind Raut, 2) Mr. Ganesh Govind Raut, 3) Smt. Padmibai Madan Chaudhary, 4) Yamuna Bhalchandra Patil, 5) Prabhavati Pandurang Vartak, 6) Kamal Bhaskar Vartak, being the only legal heirs according to the Hindu Succession Act by which he was governed at the time of his death.

Mr. Ganesh Govind Raut died intestate on 02/10/2000 leaving behind him 1) Smt. Vimal Ganesh Raut, 2) Mr. Swapnil Ganesh Raut, 3) Mrs. Harshada Alhad Samant, being the only legal heirs according to the Hindu Succession Act by which he was governed at the time of his death.

By an Release Deed dated 21st December 2001, 1) Smt. Padmibai Madan Chaudhary, 2) Yamuna Bhalchandra Patil, 3) Prabhavati Pandurang Vartak, 4) Kamal Bhaskar Vartak released their share in the said land in favour of 1) Mr. Pandurang Govind Raut, 2) Smt. Vimal Ganesh Raut, 3) Swapnil Ganesh Raut, 4) Mrs. Harshada Alhad Samant.



By an Development Agreement dated 14th June 2002 entered into by and between Mr. Pandurang Govind Raut (therein called "The Party of the First Part") of the First Part and 1) Smt. Vimal Ganesh Raut, 2) Swapnil Ganesh Raut, 3) Mrs. Harshala Alhad Samant (therein called "The Party of the Second Part") of the Second Part and 1) Mr. Ajiv Yashwant Patil, 2) Mr. Vivek Gajanan Chaudhary (therein called "The Party of the Third Part") of the Third Part, the said Mr. Pandurang Govind Raut and Smt. Vimal Ganesh Raut and others have jointly granted the development right in respect of the said land to 1) Mr. Ajiv Yashwant Patil, 2) Mr. Vivek Gajanan Chaudhary, on the terms and conditions mentioned in the said agreement.

c) Survey No. 53, Hissa No. 1 (Part), admeasuring H.R. 0-01-3, lying, being and situated at Village Virar, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No. II (Virar).

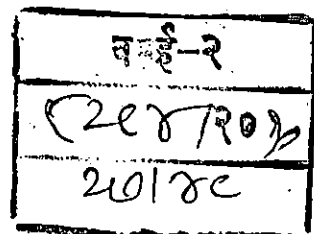
Mr. Chunilal Kahandas Soparwala are the owner of the said land.

Mr. Chunilal Kahandas Soparwala died intestate on 09/05/1981, leaving behind him 1) Smt. Damayanti Chunilal Soparwala, 2) Harsuben Chunilal Soparwala, 3) Sarojben Chunilal Soparwala, 4) Maltiben Chunilal Soparwala, 5) Geetaben Chunilal Soparwala, being the only legal heirs according to the Hindu Succession Act by which he was governed at the time of his death.

Smt. Damayanti Chunilal Soparwala died intestate on 18/01/1994, leaving behind him 1) Harsuben Chunilal Soparwala, 2) Sarojben Chunilal Soparwala, 3) Maltiben Chunilal Soparwala, 4) Geetaben Chunilal Soparwala, being the only legal heirs according to the Hindu

Succession Act by which he was governed at the time of his death.

By an Agreement for sale dated 18th April 2006, entered into between 1) Harsuben Chunilal Soparwala, 2) Sarojben Chunilal Soparwala, 3) Maltiben Chunilal Soparwala, 4) Geetaben Chunilal Soparwala, (therein called "The Vendors") And Mr. Vivek Gajanan Chaudhary (therein called "The Purchaser") the said 1) Harsuben Chunilal Soparwala, 2) Sarojben Chunilal Soparwala, 3) Maltiben Chunilal Soparwala, 4) Geetaben Chunilal Soparwala, have agreed to sell the said land to Mr. Vivek Gajanan Chaudhary, on the terms and conditions mentioned in the said agreement



# N. B. DESHMUKH & CO.

## ADVOCATES

**MR. N. B. DESHMUKH**

B. A. (Hons.) LL.B.

**MRS. KALPANA S. MHATRE**

B. A. LL.B.

**MRS. ANITA M. THAKUR**

B. Com. LL.B.

Off : A/101, Aarti Apartment,  
Near Central Bank of India,  
Annasaheb Vartak Road,  
VIRAR (West), Tal. Vasai,  
Dist. Thane, Pin 401 303.  
Off. PHONE : 2502662,  
2503275

-5-

d) Survey No. 53, Hissa No. 13, admeasuring 960 Square metres, lying, being and situated at Village Virar, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No. II (Virar).

Mr. Hari Govind Vartak was the owner of the said land and Mr. Zujya Mingu Kurel was the tenant in respect of the said land.

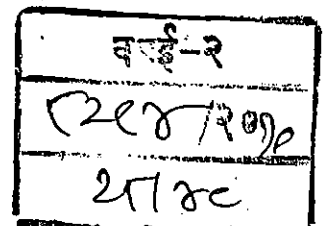
Mr. Zujya Mingu Kurel had purchased the said land under the Provisions of Bombay Tenancy and Agricultural lands Act through the Additional Tahasildar Vasai.

Mr. Zujya Mingu Kurel died intestate on 25/01/1987, leaving behind him 1) Mr. Mingu Zujya Kurel, 3) Victor Zujya Kurel, 3) Marshibai Simon Lopes, being the only legal heirs according to the Indian Succession Act by which he was governed at the time of his death.

Mr. Mingu Zujya Kurel died intestate on 26/08/1988 leaving behind him 1) Anibai Mingu Kurel, 2) Luis Mingu Kurel, 3) Ruby Mingu Kurel, 4) Nosil Mingu Kurel, 5) Elias Mingu Kurel, 6) Sisiliya Elis Dabare, 7) Fulan Nazreth Lopes, 8) Agnes Mingu Kurel, being the only legal heirs according to the Indian Succession Act by which he was governed at the time of his death.

The said land was applicable to the Section 43 of the Bombay Tenancy and Agricultural Lands Act and Mr. Victor Zujya Kurel and Others obtained the Permission from Sub-Divisional Officer, Bhiwandi, Bhiwandi Division, Thane.

By an Agreement for sale dated 27th November 2006 entered into by and between 1) Victor Zujya Kurel, 2) Marshibai Simon Lopes, 3) Anibai Mingu Kurel, 4) Luis



Mingu Kurel, 5) Ruby Mingu Kurel, 6) Nosil Mingu Kurel, 7) Elias Mingu Kurel, 8) Sisiliya Elis Dabare, 9) Fulan Nazreth Lopes, 10) Agnes Mingu Kurel (therein called "The Vendors") of the First Part and M/s. New Vastu Nirman Developers (therein called "The Purchasers") of the Second Part, the said Victor Zujya Kurel and others have agreed to sell the said land to M/s. New Vastu Nirman Developers, on the terms and conditions mentioned in the said agreement.

The land bearing Survey No.53, Hissa No. 1 (Part), 1 (Part), 1 (Part) and 13 have been amalgamated and converted into N.A. by Office of Collector, Thane vide its order No.REV/D-1/T-9/NAP/SR-55/2003, dated 05/12/2003.

The Commencement Certificate for the proposed Residential building on the said land is granted by the City and Industrial Development Coporation of Maharashtra Ltd., vide its letter bearing No.CIDCO/VVSR /CC/BP/3211/E/726, dated 08/06/2004.

I have investigated the title and the same is found clear, marketable and without any encumbrance.

  
ADVOCATE

MRS. KALPANA S. MHATRE  
B.A.L.L.B

ADVOCATE, HIGH COURT (Bom)  
Office : A-1st Floor, Aeri Apt:  
Near Central Bank, Vartak Road,  
VIRAR (W), Tal. Vasai, Dist. Thane.

(WS\SEARCH\VIRAR\53-1P13.TIT)



वसुंध-२
२०४/२०१०
२०१०

# N. B. DESHMUKH & CO.

## ADVOCATES

MR. N. B. DESHMUKH

B. A. (Hons.) LL.B.

MRS. KALPANA S. MHATRE

B. A. LL.B.

MRS. ANITA M. THAKUR

B. Com. LL.B.

Off : A/101, Aarti Apartment,

Near Central Bank of India,

Annasaheb Vartak Road,

VIRAR (West), Tal. Vasal,

Dist. Thane, Pin 401 303.

Off. PHONE : 2502662,

2503275

DATE : 8th March 2008

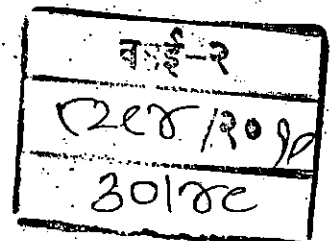
## SEARCH REPORT

THIS IS TO CERTIFY THAT I have taken search in the office of Sub-Registrar at Vasai No. I, II (Virar), of N.A. land bearing :-

a) Survey No.53, Hissa No. 1 (Part), admeasuring H.R. 850 Square metres, lying, being and situated at Village Virar, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No. II (Virar).

I have taken search from 1977 to 2007. The details year wise is given below :

YEAR		YEAR		YEAR	
1977	NIL	1978	NIL*	1979	NIL
1980	NIL	1981	NIL	1982	NIL
1983	NIL	1984	NIL	1985	NIL
1986	NIL	1987	NIL	1988	NIL
1989	NIL	1990	NIL	1991	NIL
1992	NIL	1993	NIL	1994	NIL
1995	NIL	1996	NIL	1997	NIL
1998	NIL	1999	NIL	2000	NIL
2001	NIL	2002	NIL	2003	NIL
2004	NIL	2005	NIL	2006	NIL
2007	NIL				



b) Survey No. 53, Hissa No. 1 (Part), admeasuring 1680 Square metres, lying, being and situated at Village Virar, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No. II (Virar).

I have taken search from 1977 to 2007. The details year wise is given below :

YEAR		YEAR		YEAR	
1977	NIL	1978	NIL*	1979	NIL
1980	NIL	1981	NIL	1982	NIL
1983	NIL	1984	NIL	1985	NIL
1986	NIL	1987	NIL	1988	NIL
1989	NIL	1990	NIL	1991	NIL
1992	NIL	1993	NIL	1994	NIL
1995	NIL	1996	NIL	1997	NIL
1998	NIL	1999	NIL	2000	NIL

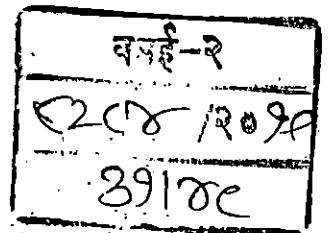
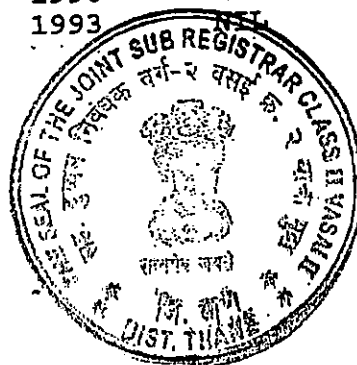
2001 By an Release Deed dated 21st December 2001, 1) Smt. Padmibai Madan Chaudhary, 2) Yamuna Bhalchandra Patil, 3) Prabhavati Pandurang Vartak, 4) Kamal Bhaskar Vartak released their share in the said land in favour of 1) Mr. Pandurang Govind Raut, 2) Smt. Vimal Ganesh Raut, 3) Swapnil Ganesh Raut, 4) Mrs. Harshala Alhad Samant.

2002	NIL	2003	NIL	2004	NIL
2005	NIL	2006	NIL	2007	NIL

c) Survey No. 53, Hissa No. 1 (Part), admeasuring H.R. 0-01-3, lying, being and situated at Village Virar, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No. II (Virar).

I have taken search from 1977 to 2007. The details year wise is given below :

YEAR		YEAR		YEAR	
1977	NIL	1978	NIL*	1979	NIL
1980	NIL	1981	NIL	1982	NIL
1983	NIL	1984	NIL	1985	NIL
1986	NIL	1987	NIL	1988	NIL
1989	NIL	1990	NIL	1991	NIL
1992	NIL	1993	NIL	1994	NIL





# N. B. DESHMUKH & CO.

## ADVOCATES

**MR. N. B. DESHMUKH**

B. A. (Hons.) LL.B.

**MRS. KALPANA S. MHATRE**

B. A. LL.B.

**MRS. ANITA M. THAKUR**

B. Com. LL.B.

Off: A/101, Aarti Apartment,

Near Central Bank of India,

Annasaheb Vartak Road;

VIRAR (West), Tal. Vasai,

Dist. Thane, Pin 401 303.

Off. PHONE : 2502662,

2503275

-3-

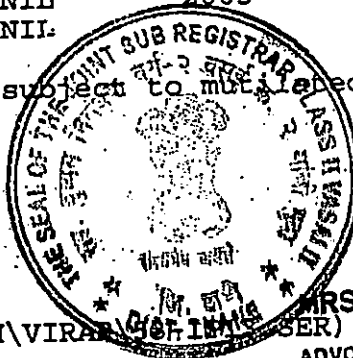
1995	NIL	1996	NIL	1997	NIL
1998	NIL	1999	NIL	2000	NIL
2001	NIL	2002	NIL	2003	NIL
2004	NIL	2005	NIL	2006	NIL
2007	NIL				

d) Survey No. 53, Hissa No: 13, admeasuring 960 Square metres, lying, being and situated at Village Virar, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No. II (Virar).

I have taken search from 1977 to 2007. The details year wise is given below :

YEAR		YEAR		YEAR	
1977	NIL	1978	NIL*	1979	NIL
1980	NIL	1981	NIL	1982	NIL
1983	NIL	1984	NIL	1985	NIL
1986	NIL	1987	NIL	1988	NIL
1989	NIL	1990	NIL	1991	NIL
1992	NIL	1993	NIL	1994	NIL
1995	NIL	1996	NIL	1997	NIL
1998	NIL	1999	NIL	2000	NIL
2001	NIL	2002	NIL	2003	NIL
2004	NIL	2005	NIL	2006	NIL
2007	NIL				

\* Nil subject to mutilated record and torned pages.



(WS\SEARCH\VIRAR\101\101)

ADVOCATE  
**MRS. KALPANA S. MHATRE**  
B. A. LL. B.

ADVOCATE, HIGH COURT (Bom)

Office: A-1st Floor, Aarti Apt;

Near Central Bank Vartak Road,

VIRAR (W), Tal. Vasai, Dist. Thane.

वसई-२
208/209
3480

जुना सर्वे नं. विशाली गांव नमुना सात (अधिकार: अभिलेख पत्रक)

गाव : विशाली (महाराष्ट्र जमीन अधिकार अभिलेख आणि नोंदवहा (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१-यांतोत नियम ३, ५, ६ आणि ७) तहसील : \_\_\_\_\_

भूमापन क्रमांक	भूमापन क्रमांकचा उपविभाग	भूधारणा पद्धती	१०२५६ भोगवटादारचे नांव	खाते क्रमांक :
५३	१५		७६९९ १८१५ ८८५२	कुळचे नांव :
सोताचे स्थानिक नांव			बेद्युनाथ बाबू भट्टे (२३५१)	८८५२ ३७७९
सागवडी योग्य क्षेत्र	हेक्टर	आर	प्रति	२०२३ २०६५
डो. सी ८५०२००	०-०८-५			
पोटखरवा (सागवडी योग्य नसलेले)				
वर्ग (अ)				
वर्ग (ब)				
एकूण				
आकारणी जुळी किंवा विरोध आकारणी	रुपये	पैसे		
	२-००			

गांव नमुना बारा (पिकांची नोंदवही)

(महाराष्ट्र जमीन महसूल अधिकार अभिलेख व नोंदवहा (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यांतोत नियम २९)

पिकखालील क्षेत्राचा तपशील																
वर्ग	हंगाम	मिश्र पिकखालील क्षेत्र					निर्मळ पिकखालील क्षेत्र					सागवडीसाठी उपलब्ध नसलेली जमीन		जल सिंचनाचे साधन	जमीन मालकाचे नांव	शेज
		मिश्रणाचा संकेत क्रमांक	जल सिंचित	अजल सिंचित	पिकचे नांव	जल सिंचित	अजल सिंचित	पिकचे नांव	जल सिंचित	अजल सिंचित	स्वरूप	क्षेत्र				
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६	

(अभ्यस्त यरहुकम नक्कल)

दिनांक : २८/१/२००८

तलाठी कार्यालय विशाली तहसील वरुड, त. वरुड



वर्ग-२  
२८४/२००८  
३३१०८

जुना सर्वे नं विशर गांव नमुना सात (अधिकार अभिलेख पत्रक)

गाव : विशर (महापट्ट जमीन अधिकार अभिलेख आणि नोंदवहा (तयार करणे व सुस्थितीत ठेवणे) नियम १९७२-यांतील नियम ३, ५, ६ आणि ७) तहसील : \_\_\_\_\_

भूमापन क्रमांक	भूमापन क्रमांकचा उपविभाग	भूधारणा पद्धती	भोगवटादापणे नांव				छाते क्रमांक :	कुळचे नांव :
५३	१	पे	(९५५)					(२०८३) (२६३६)
रोलचे स्थानिक नांव			हरसुखेन चुनीकाळ सोपारखाला					
लागवडी योग्य क्षेत्र	हेक्टर	आर	प्रति	सुरेखेन चुनीकाळ सोपारखाला				
जमीन				अख्खोबेन चुनीकाळ सोपारखाला				
				मैदानेन चुनीकाळ सोपारखाला				इतर अधिकार : (२२०६)
पोटखरवा (लागवडी योग्य नसलेले) वर्ग (अ) वर्ग (ब)								
एकूण	०-९-३							
आकरणी जुडी किंवा विरोध आकरणी	रुपये	पैसे						
							सोमा आणि भूमापन किर्दे :	

**गांव नमुना बारा (पिकांची नोंदवही)**

(महापट्ट जमीन महसूल अधिकार अभिलेख व नोंदवहा (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७२ यांतील नियम २९)

वर्ग	हंगाम	पिकांखालील क्षेत्राचा तपशील											लागवडीसाठी उपलब्ध नसलेली जमीन स्वरूप क्षेत्र	जल सिंचनाचे साधन	जमीन जबाबदाराचे नांव व पत्ता	शेरा
		मिश्र पिकांखालील क्षेत्र					निर्भळ पिकांखालील क्षेत्र									
		मिश्रणाचा संकेत क्रमांक	जल सिंचित	अजल सिंचित	पिकांचे नांव	जल सिंचित	अजल सिंचित	पिकांचे नांव	जल सिंचित	अजल सिंचित						

(अग्रात भरलेकूम नदकल)

दिनांक : 22/7/2000

सहायक मजदूर  
सहायक मजदूर  
सहायक मजदूर



वर्ग-२
२०८३/२०९
३३/०८

जुना सर्वेक्ष. गांव नमुना सात (अधिकार अभिलेख पत्रक)

गाव : विशर (महाराष्ट्र जमीन अधिकार अभिलेख आणि नोंदवहा (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१-यांतील नियम ३, ५, ६ आणि ७) तहसील : \_\_\_\_\_

भूमापन क्रमांक	भूमापन क्रमांक/उपविभाग	भूधारण पद्धती	भोगवटादारणे नांव	खाते क्रमांक
५३	५४	१०२५५	८०८३ ८००९	
रोताचे स्थानिक नांव			पांडुरंग गोविंद राउत	कुळचे नांव
सागवडी योग क्षेत्र	हेक्टर	आर	प्रति	इतर अधिकार
९६००=००				
	०-१५-५			
	०-१५-५			
पोटखण्या (सागवडी योग्य नसलेले)				सीमा आणि भूमापन चिन्हे :
वर्ग (अ)	६-०१-३			
वर्ग (ब)				
एकूण	०-०१-३			
आकरणी जुडी किंवा विशेष आकरणी	रुपये	पैसे		
	२-३८			

गांव नमुना बारा (पिकांची नोंदवही)

(महाराष्ट्र जमीन महसूल अधिकार अभिलेख व नोंदवहा (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७२ यांतील नियम २९)

वर्ष	हंगाम	पिकांखालील क्षेत्रांना तपशील										सागवडीसाठी उपलब्ध नसलेली जमीन		जमीन कसणाऱ्याचे नांव	शेरा
		मित्र पिकांखालील क्षेत्र					निर्भेळ पिकांखालील क्षेत्र					स्वरूप	क्षेत्र		
		मित्रजात्या संकेत क्रमांक	जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित					
२००८															

(अजल वरतुकम नक्कल)

दिनांक : २८/१/२००८

तहसील अधिकारी  
जिल्हा कार्यालय, वि. रावे



वार्ड-२  
२८४/२०९  
३५/०८

जुना सर्वे नमूना गांव नमुना सात (अधिकार: अभिलेख पत्रक)

गाव : निरार (महाराष्ट्र जमीन अधिकार अभिलेख आणि नोंदवहा (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१-यांतील नियम ३, ५, ६ आणि ७) तहसील : \_\_\_\_\_

भूमापन क्रमांक	भूमापन क्रमांकचा उपविभाग	भूधारणा पद्धती	भोगवटादारने नांव	खाते क्रमांक
५३	३३		(३२५३) (८७५१)	
शेताचे स्थानिक नांव	विक्टर जुझ्या डरेक भरशाबदि सायमन कोपीस अनोबदि मिंगु डरेक कुइस मिंगु डरेक कुबी मिंगु डरेक जोसोब मिंगु डरेक प्रथमस मिंगु डरेक सिसीलिथा पविम डाबरे फुडान नाशरेय कोपीस अबेरा मिंगु डरेक			२००२ ३००२
लागवडी योग्य क्षेत्र	हेक्टर	आर	प्रति	इतर अधिकार
घो. मी ८६०-००	०-०८-६			२२०६
पोटखरवा (लागवडी योग्य नसलेले)				मे. उपविभागीय अधिकारी बिंदी वि. भिवंडी अपेरा TMC / SAO / PUNE १६/२५३) ३६
वर्ग (अ)				विष्ठी परवानगी घेतली
वर्ग (ब)				
एकूण				
आकारणी जुडो किंवा विशेष आकारणी	रुपये	पैसे		सोमा आणि भूमापन चिन्हे :
	१-५५		(८८०३)	

गांव नमुना बारा (पिकांची नोंदवही)

(महाराष्ट्र जमीन महसूल अधिकार अभिलेख व नोंदवहा (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यांतील नियम २९)

वर्ष	हंगाम	पिकांखालील क्षेत्राचा तपशील										लागवडीसाठी उपलब्ध नसलेली जमीन स्वरूप क्षेत्र	जल सिंचनाचे साधन	जमीन मर्यादांचा नोंद	शेरा
		मिश्र पिकांखालील क्षेत्र					निर्मळ पिकांखालील क्षेत्र								
		मिश्रणाचा संकेत क्रमांक	जल सिंचित	अजल सिंचित	पिकणे नांव	जल सिंचित	अजल सिंचित	पिकणे नांव	जल सिंचित	अजल सिंचित					
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६

(अम्यल यरहुकूम नक्कल)

दिनांक : २७ ९ / १२०८

तलाठी सजा विरार  
व्यवस्थापक वसई जि. ठाणे



वसई-२  
२८/१२/०८  
३६४८



**CIDCO****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/AM/BP-3211/E/85

Date : 15/01/2008

To,  
 Shri P.G. Raut & other through  
 P.A. Holder Shri Vivek G. Choudhari  
 Vartak Ward: Virar (W),  
 Tal. Vasai,  
 Dist. Thane

Sub: Amended plan approval for the proposed Residential Building on land bearing S.No.53, H.No.1(p), 1(p), 1(p) & 13 of Village Virar, Tal- Vasai, Dist-thane.

Ref: 1) Commencement certificate No. CIDCO/VVSR/CC/BP-3211/E/726, dated 08/06/2004.  
 2) Your Architect's letter dated 13/12/2007.

Sir/Madam,

With reference to your Architect's letter referred above, please find enclosed herewith approved amended plans for Residential Building on land bearing S.No. 53, H.no.1(p),1(p),1(p) & 13 of Village Virar, Tal. Vasai, Dist. Thane, as per the following details:

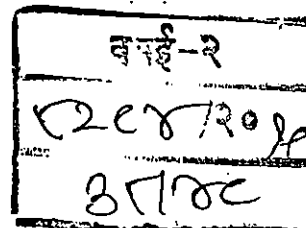
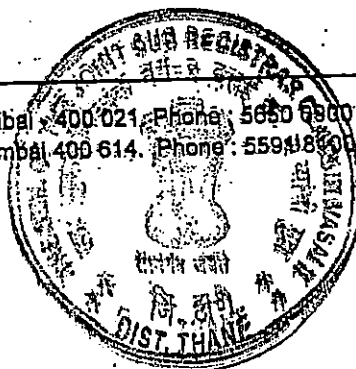
Sr. No.	PREDOMINANT USE	BLDG NO.	NO.OF. / FLOORS.	NO.OF. FLATS	B.U.A. (in sq.mt)
1)	Residential	1	Gr. + 7	72	3170.30
2)	Residential	2	Gr. + 4	20	607.51
Total		2 Nos.		92	3777.81

The amended plan duly approved herewith supersedes all the earlier approved plans. The conditions of commencement certificate granted vide this office letter no. CIDCO/VVSR/CC/BP-3211/E/726 dated 08/06/2004 stands applicable to this approval of amended plans alongwith the following conditions.

- 1) This amended plan is valid for one year from the date of issue of commencement certificate for each building distinctively. The revalidation shall be obtained as per section 48 of MRTP Act, distinctively for each building.
- 2) The Occupancy certificate for the buildings will be issued only after provision of potable water is made available to each occupant.

Contd....2.

REGD. OFFICE : 'Nirmal', 2nd Floor, Nariman Point, Mumbai - 400 021. Phone : 5650 6900 • Fax : 00-91-22-2202 2509  
 HEAD OFFICE : CIDCO Bhavan, CBD-Belapur, Navi Mumbai - 400 614. Phone : 5591 8600 • Fax : 00-91-22-5591 8166



**CIDCO**

**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.

Date :

.. 2 ..

- 3) Notwithstanding anything contained in the commencement certificate condition it lawful to the planning authority to direct the removal or alteration of any structures erected or use contrary to the provisions of this grant within the specific time.
- 4) You are required to provide a solid 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.
- 5) 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.
- 6) You shall submit detailed proposal in consultation with Engineering Department, CIDCO for rain water harvesting and solid waste disposal to treat dry and organic water separately or as suggested by design department.
- 7) You shall submit detailed proposal in consultation with Engineering Department, CIDCO for sewage treatment plan by way of package treatment plant recycling of water and solid waste disposal through composting / vermiculture project.
- 8) You are required to submit 7/12 extract and T.I.L.R. map with effect of sanctioned D.P. reservation, if any within 3 months.
- 9) You shall submit fresh 7/12 extract with clear/regular hissa for S.No.53, H.No.1 before approaching this office for occupancy certificate.

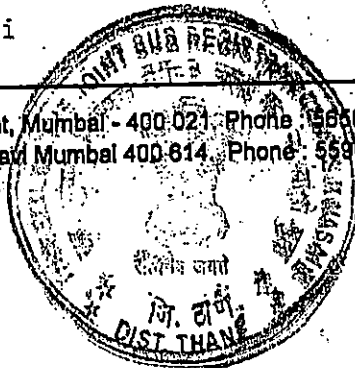
Yours faithfully

*[Signature]*  
ASSOCIATE PLANNING OFFICER ATPO (W)

c.c.to:

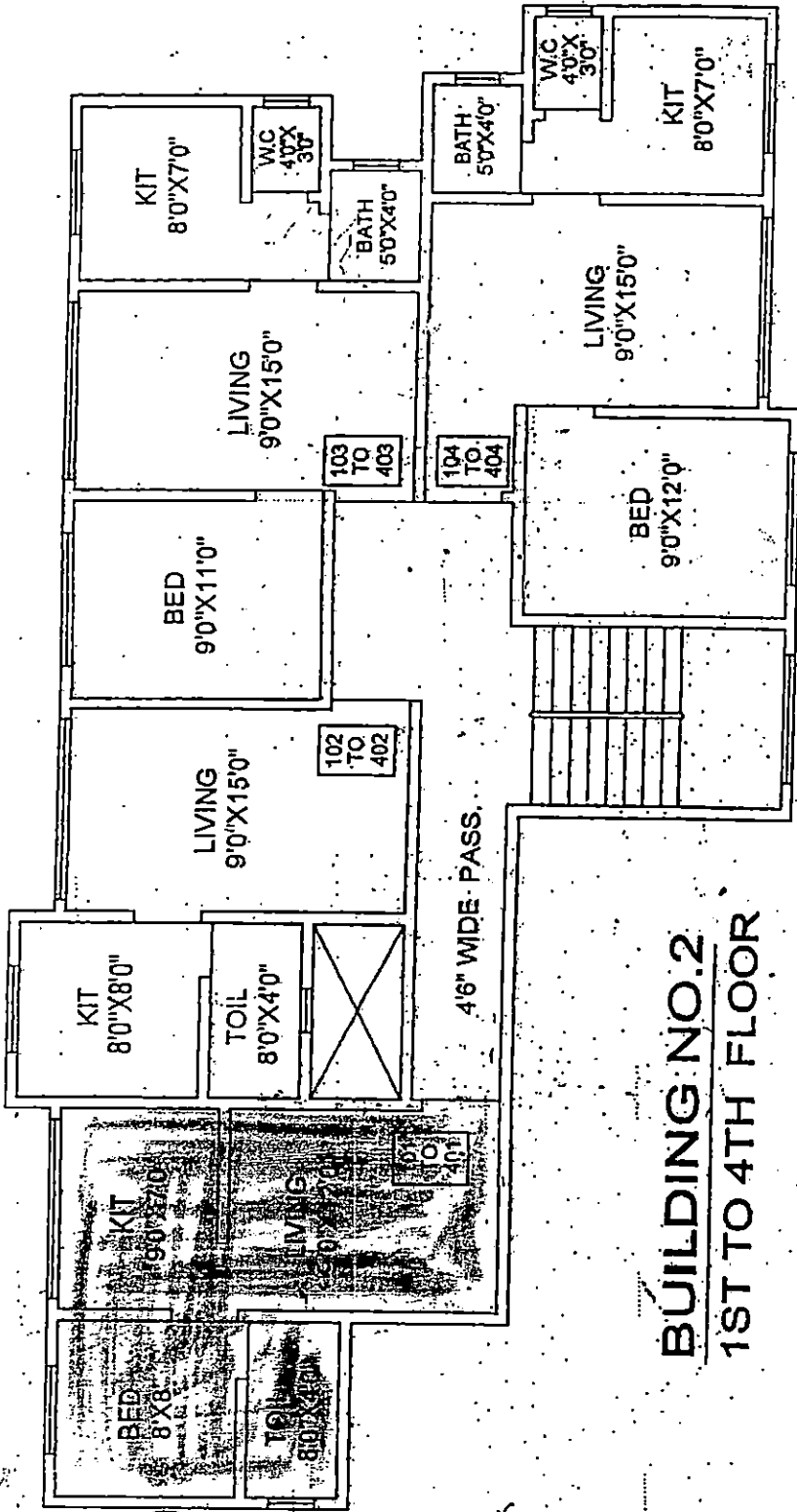
Shree Sameer r. Desai, Architects  
A/14, Mirza Nagar, 1st Floor  
Opp- Railway station,  
Virar (E), Taluka Vasai  
Dist. Thane.

REGD. OFFICE : 'Nirmal', 2nd Floor, Nariman Point, Mumbai - 400 021 Phone : 5590 0900 • Fax : 00-91-22-2202 2509  
HEAD OFFICE : CIDCO Bhavan, CBD-Belapur, New Mumbai 400 814 Phone : 5591 8100 • Fax : 00-91-22-5591 8166



वसई-२
208/209A
32100





**BUILDING NO.2**  
**1ST TO 4TH FLOOR**

BUILDERS

**PROPOSED BUILDING ON PROPERTY BEARING**  
**S.NO.53, H.NO.1, 13 OF VILLAGE - VIRAR**


*(Blair)*

*Smith*

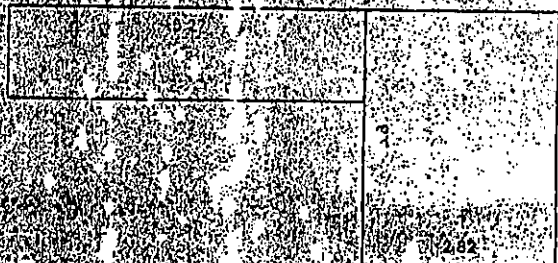


20/100  
20/100  
20/100

The amended Plan duly approved here with super sedes all the earlier approved plans.

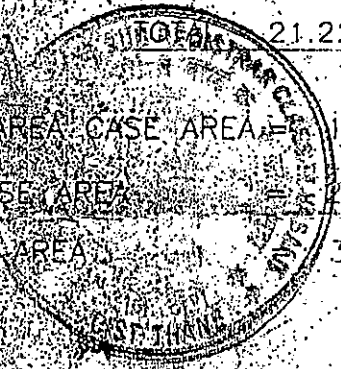
Approved, as amended in  
 Subject to the Conditions mentioned in  
 Office letter No. *CA/DCO/USR/AM/SP-3211/E/85*  
 Dated: *15/01/2008*  
  
 ASSOCIATE ARCHITECT  
 CIDCO LIMITED  
 CAIRIKA COMMERCIAL COMPLEX,  
 SECOND FLOOR, VASANT (EAST),  
 MIDC, THANE

THIS PLAN SHALL NOT BE CONSIDERED AS A PROOF OF OWNERSHIP FOR ANY DISPUTES IN ANY COURT OF LAW.



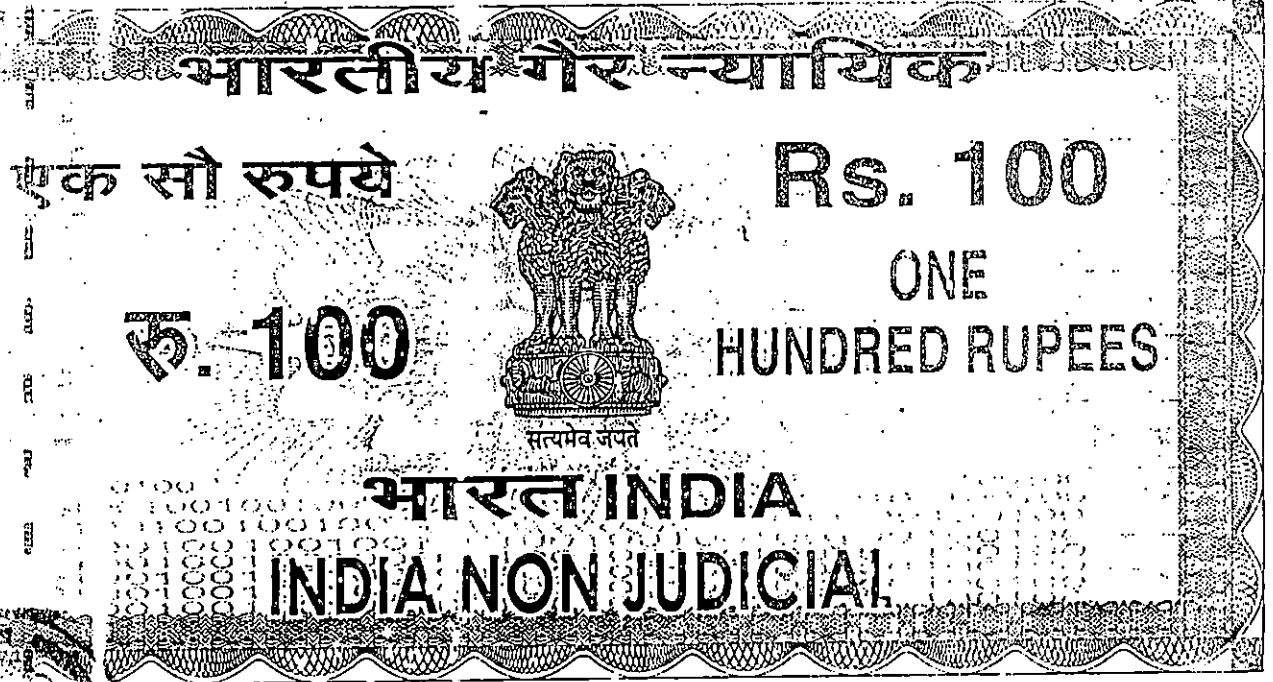
STAIR CASE AREA CALCULATION

1) 2.66 x 5.19 x 1 =	13.80 SQMT
2) 2.5 x 2.97 x 1 =	7.42 SQMT
	21.22 SQMT
PERMISSIBLE STAIR CASE AREA =	18.00 SQMT
PROPOSED STAIR CASE AREA =	21.22 SQMT
EXCESS STAIR CASE AREA =	3.22 SQMT



*वर्क-२*  
*२२४*  
*०९१०*

0.6  
 2.88  
 2.88  
 2.88  
 2.88  
 2.88  
 15.04



एक सौ रुपये

₹. 100



सत्यमेव जयते

Rs. 100

ONE HUNDRED RUPEES

भारत INDIA  
INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

AW 340191

अ.क्र. ५५७८ दिनांक :  
 श्रीमती. देवयानी आ. तांडेल. (परवाना क्र. १७/२०००)  
 विक्रीचे ठिकाण :- विरार, ता. वसई, जि. ठाणे.  
 श्री./श्रीमती. सवित्री देवयानी देवयानी  
 हस्तं  
 पांना एककम रुपये १०० मात्र मुद्रांक पेपर विकला.

28 FEB 2008

सही/-

परवानाधारक मुद्रांक विक्रेती

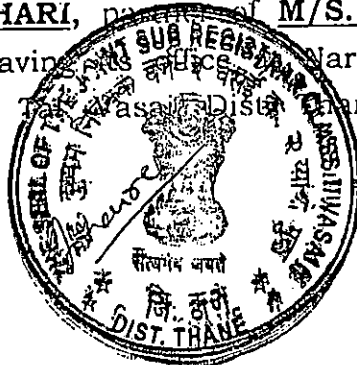
Treasury ( )  
Vepak

2 FEB 2008

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME I, MR. VIVEK GAJANAN CHOUDHARI, partner of M/S., NEW VASTU NIRMAN DEVELOPERS, having office at Narayan Bhuvan, Jivdani Road, Virar (East), Tal. Vasai, Dist. Thane, do hereby SEND GREETINGS:-

*(Signature)*  
*(Signature)*



वसई-२  
 ०२०२०१  
 ०५४८

**WHEREAS :-**

- a) I am the partner of **M/S. NEW VASTU NIRMAN DEVELOPERS,** having its place of business at Narayan Bhuvan, Jivdani Road, Virar (East), Tal. Vasai, Dist. Thane and doing the business of builders and developers etc.
- b) Our firm constructing the building/s at Village : Virar, bearing Survey No. 53, in Vasai Taluka, District Thane and selling the Flat/s, Shop/s, bungalow, unit/s, in the said building/s, complex being constructed by us.
- c) On account of my pre-occupation, it is not possible for me to register the said agreement/s in favour of the various purchaser/s of flat/s, shop/s, bungalow/s unit/s.

NOW, THEREFORE, THESE PRESENTS WITNESSES AND I, **MR. VIVEK GAJANAN CHOUDHARI,** partner of **M/S. NEW VASTU NIRMAN DEVELOPERS,** do hereby jointly and/or severally appoint **MR. KRANTI TUKARAM GAWAD & JITENDRA SURESH MHATRE,** present office at Jivdani Road, Virar (East), Taluka Vasai District Thane, to be our agent and lawful attorney for me in my name and on my behalf to do and execute or cause to be done and executed following acts, deeds, matters and things, that is to say :-

1) **TO PRESENT** agreement for sale, correction, cancellation, lease, assignment, supplementary agreement of flat/s, shop/s, unit/s, amenities agreement in the said buildings or any other documents executed by me for registration, admit execution or otherwise perfect of cause to be registered and perfected any agreement, correction, cancellation, lease assignments of surrender or other instruments and assurance which may be executed and signed by me.

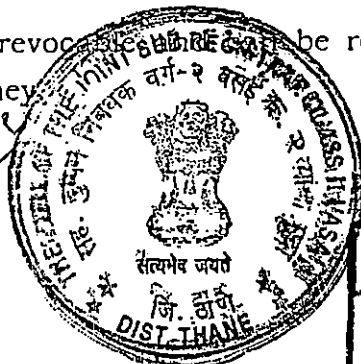
2) **THIS** Power of Attorney is given for registration of the documents executed by me and not to sign or execute any document.

3) **THIS** power of attorney is revoked and may be revoke at any time giving notice to the attorney.

*P. Chavan*

*Atc*

*Indra*



वसई-२
२२४ ०१२
०३/०८

कि. देगार

कि. देगार

① Lalani

② Adis

③ Anhouse

पॉ.क्र. १२८/०८

३८१३१०८

निवेक गजानन चौहारी रा. विराट  
 (१) श्री. श्री. श्री. गावड श्री. श्री. जितेंद्र एस. मधुप्रे दोबे रा. निराश  
 (२) गणेश पाहिल  
 रा. विराट (पू.) (३) प्रिरांका सावंत रा. निराश (पू.)  
 २५ दिनांक  
 ३८१३१०८

सदररूपा दुक. ३४ मुक. तार पत्रात  
 कोणत्याही प्रकारची  
 स्वाहागोड नाही.

वतासीदर

①  
 ②

दुक. ३४ मुक. तार पत्रात  
 दुक. ३४ मुक. तार पत्रात  
 दुक. ३४ मुक. तार पत्रात

दुक. ३४ मुक. तार पत्रात  
 दुक. ३४ मुक. तार पत्रात  
 दुक. ३४ मुक. तार पत्रात



दुक. ३४ मुक. तार पत्रात  
 २२०४  
 ४५/०८

घोषणापत्र

मी कोती गाव

याद्वारे घोषित करतो की, दुय्यम निबंधक वर्ग-२ (विव.२) यांचे कार्यालयात चंद्रावनी या शिर्षकाने दस्त

नोंदणीसाठी सादर करण्यात आला आहे. श्री वि. व. चौधरी  
व इ. यांनी दिनांक १२/३/२००८ रोजी मला

दिलेल्या कुळमुखत्यारपत्राच्या आधारे मी, सादर दस्त नोंदणीस सादर केला आहे. निष्पादीत करून कबुली जबाब दिले आहे. सादर कुळमुखत्यारपत्र लिहून देणार यांनी कुळमुखत्यारपत्र रद्द केलेले नाही किंवा कुळमुखत्यारपत्र लिहून देणार व्यक्तींमधील कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणांमुळे कुळमुखत्यारपत्र रद्दबादल उरलेले नाही. सादरचे कुळमुखत्यारपत्र पूर्णपणे केले असून उपरोक्त करण्यास मी पूर्णतः सक्षम आहे. सादरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहिन याची मला ज्ञात आहे.

दिनांक :


AS

कुळमुखत्यारपत्रधारकाचे नाव व सही




वर्ग-२
<u>१२/३/०८</u>
<u>१२/३/०८</u>

आयकर विभाग  
INCOME TAX DEPARTMENT  
SHARMA AMITKUMAR JAWALDAR  
R SHARMA  
11/07/1988  
Permanent Account Number  
BWGHS2096R



आयकर विभाग  
INCOME TAX DEPARTMENT  
SURESH RAGHUNATH HATKAR  
R D HATKAR  
21/10/1981  
Permanent Account Number  
ABUPH2877B




20/10  
20/10



28/05/2010

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

वसई2

दस्त क्र 8294/2010

10:50:00 am

वसई 2

दस्त क्रमांक : 8294/2010

दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाम: स्मिता शिवा करकेरा - - पत्ता: घर/फ्लॅट नं: ए/26/203 गल्ली/रस्ता: - ईमारतीचे नाव: लोखंडवाला कॉम्प्लेक्स ईमारत नं: - पेट/वसाहत: - शहर/गाव: अंधेरी प तालुका: मुंबई पिन: 53 पॅन नम्बर: फॉन	लिहून देणार वय 32 सही 		
2	नाम: मे. न्यु वास्तु निर्माण डेव्ह तर्फे भागिदार विवेक चौधरी तर्फे कु मु क्रांती गायड - - पत्ता: घर/फ्लॅट नं: 1 गल्ली/रस्ता: - ईमारतीचे नाव: नारायण भुवन ईमारत नं: - पेट/वसाहत: - शहर/गाव: विर	लिहून देणार वय 25 सही 		







दस्त गोषवारा भाग - 2

वसई 2
दस्त क्रमांक (8294/2010)
<i>8294</i>

दस्त क्र. [वसई-8294-2010] चा गोषवारा  
बाजार मूल्य : 640000 मोबदला 788500 भरलेले मुद्रांक शुल्क : 22030

पावती क्र.: 8666 दिनांक: 28/05/2010  
पावतीचे वर्णन  
नांव: स्मिता शिवा करकेरा - -

दस्त हजर केल्याचा दिनांक : 28/05/2010 10:45 AM  
निष्पादनाचा दिनांक : 28/05/2010  
दस्त हजर करणा-याची सही :

*Smita*

7890 : नोंदणी फी  
980 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी

8870: एकूण

*Smita*

दु. निबंधकाची सही, वसई 2

दस्ताचा प्रकार : 25) करारनामा  
शिकका क्र. 1 ची वेळ : (सादरीकरण) 28/05/2010 10:45 AM  
शिकका क्र. 2 ची वेळ : (फी) 28/05/2010 10:48 AM  
शिकका क्र. 3 ची वेळ : (कबुली) 28/05/2010 10:49 AM  
शिकका क्र. 4 ची वेळ : (ओळख) 28/05/2010 10:49 AM

दस्त नोंद केल्याचा दिनांक : 28/05/2010 10:49 AM

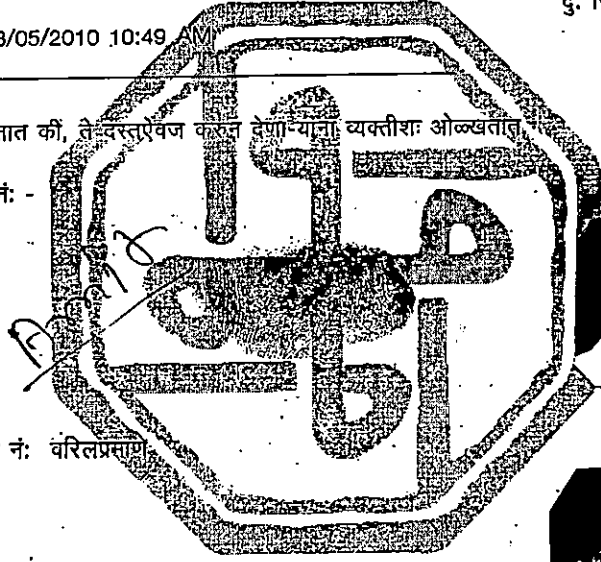
ओळख :  
खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात व त्यांची ओळख पटवितात.

1) अमित शर्मा - - , घर/फ्लॅट नं. -

गल्ली/रस्ता : -  
ईमारतीचे नाव : -  
ईमारत नं. : -  
पेठ/वसाहत : -  
शहर/गाव : विरार पु  
तालुका : वसई  
पिन : -

2) सुरेश हटकर - - , घर/फ्लॅट नं. : वरिलप्रमाणे

गल्ली/रस्ता : -  
ईमारतीचे नाव : -  
ईमारत नं. : -  
पेठ/वसाहत : -  
शहर/गाव : -  
तालुका : -  
पिन : -



*Smita*

दु. निबंधकाची सही  
वसई 2

साक्षात करण्यात येते की क  
विशाल एकूण...पाने आहेत.

*Smita*

दस्ता निबंधक, वर्ग-2  
वसई-2



दस्त क्रमांक एक व.....  
*8294*...कायदा नोंदणे.

*Smita*

दस्ता निबंधक, वर्ग-2

वसई 2