





Plot No. 53, 54, Sector 34, Kamothe, Navi Mumbai-410209

DATE-03/08/2010

To: The Assistant General Manager State Bank of India RACPC/RASMECC

Madam/Dear Sir,

I/We, SPACE DEVELOPERS (name of the builder/seller), here by certify that:

1. I/We have transferable rights to the property described below, which has been allotted by me/us Mr, ABHIJIT NARAYAN. (name of the borrowers) herein after referred to as "the Purchaser" subject to the due and proper performance and compliances of all the terms and conditions of the Allotment Letter/Sale Agreement dated 17/02/2010(herein after referred to as "Sale document)Description of the property:

Flat No./House No- 402.

Building No./Name-SPACE HIGHT.

Plot No---- 53 & 54.

Street No./Name-Sector-34.

Locality Name----- Kamothe.

Area Name----- Kamothe.

City Name----- Navi Mumbai.

Pin Code----- 410 209.

2. That the total consideration for this transaction is Rs. 20,00,000/-(Rs.Twenty Lack only)Towards sale document and Rs._____(Rs.)

Towards ______(name any other agreement if any)

3. The title of the property described above is clear marketable and free from all encumbrances &doubts 4.I/We confirm that I/we have no objection whatsoever to the said purchasers, at their own costs, Charges, risks and consequences mortgaging the said property to STATE BANK OF INDIA (herein after

Referred to as "the Bank") as security for the amount advanced by the Bank to them subject to the due And proper performance and compliances of all the terms and conditions of the sale by the said

5. We have not borrowed from Shri/Smt, (name of the financial institution) whose NOC for This transaction is enclosed herewith/We have not borrowed from any financial institution for the Purchase/development of the property and have not created and will not create any encumbrances on the property allotted to the said purchasers during the currency of the loan sanctioned/to be sanctioned







Plot No. 53, 54, Sector 34, Kamothe, Navi Mumbai-410209

by the Bank to them subject to the due and proper performance and compliances of all the terms and conditions of the sale document by the said purchasers.

- 6. After creation of proper charge/mortgage and after receipt of the copies there of and after receipt of proper nomination in favour of the Bank, from the said purchasers, we are agreeable to accept State Bank of India as a nominee of the above named purchaser for the property described above and once the nomination favoring the Bank has been registered and advice sent to the Bank of having done so, I/We note not to change the same without the written NOC of the Bank.
- 7. After creation of charge/ mortgage and after receipt of the copies thereof and after receipt of the proper nomination in favour of the Bank', from the above named purchaser, I/We undertake to inform the society about the Bank's charge on the said flat as and when the society is formed.
- 8. Please note that the payment for this transaction should be made by crossed cheque/Transfer of funds favouring " Abhyudaya Co-Op Bank Ltd (Bank Name) Nerul Branch,

Account No- 12914"

- 9. In case of cancellation of the sale-agreement for any reason, I/We shall refund the amount by crossed cheque favouring the Bank A/C "Mr, Abhijit Narayan." (name of the purchaser)", and forwards the same to you directly.
- 10. The signatory to this letter draws authority to sign this undertaking on behalf of the company/firm vide ______(description of document of delegation of authority to the signatory)

Yours faithfully,

Authorized Signatory.

Name ----- JERAM PATEL.

Designation ----- KAMOTHE.

Place ----- KAMOTHE.

Date-

SPACE DEVELOPER

PARTNER

पावती क्र.

99e20.

नोंदणी ३९ म. Regn. 39 m.

दस्तऐवजाचा अर्जाचा अनुक्रमांक

दिनांक 29/ ६/२०१ ।

सादर करणाराचे नाव—

खालीलप्रमाणे फी मिळाली:—

नोंदणी फी

नक्कल फी (फोलिओ

पृष्ठांकनाची नक्कल फी

टपालखर्च

नकला किंवा ज्ञापने (कलम ६४ ते ६७) १०० जे

श्रीध किंवा निरीक्षण
दंड—कलम २५ अन्वये

कलम ३४ अन्वये

प्रमाणित नकला (कलम ५७) (फोलिओ

इतर फी (मागील पानावरील) बाब क.

दस्तऐवज ------नक्कल

रोजी तयार होईल व नोंदणीकृत डाकेने पाठवली जाईल.

नह. जिल्हा निबंधक वर्ग-दुस्मर् स्वितिक

दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या —

नावे नोंदणीकृत डाकेने परिवर्षा. जिल्हा.

सादरकर्ता

The AGM, RACPC SBI.

Sub: Undertaking from the Borrower/Owner to deposit the original share with the bank when issued by the co-operative society after same is promoted & formed by the Builders.

bear sir,

I fully undertake to deposit the original share once same gets handed over to me by the co-operative society.

Thanking you.

Jours Sincerely,
Abhijit Narayan (Julijit Narayan)
Delhi
9810209369.

MEHARIA AND Co.

SOLICITORS & ADVOCATES

105, Mumbai Samachar Marg, 2nd Floor, Office No. 23, Fort, Mumbai - 400 001.

Tel.: 91-22-22656124/5527, 22663790

Fax: 91-22-22679082

Date: 23/06/2010

MC/330/1/OPS/SV/10/ 387

Asst. General Manager, State Bank of India, Naupada Branch, Thane

Sub: Title Investigation report in respect of Flat No. 402, on 4th Floor, admeasuring about 848 sq.ft. (78.81 sq.mtrs.) built up area of the building known as SPACE HEIGHTS at Plot No. 53 & 54, Sector-34, Kamothe, Phase II, Navi Mumbai, constructed on all that piece and parcel of the land known as Plot No. 53, admg. About 699.74 sq.mtrs. and Plot No.54, admg. About 549.90 sq.mtrs. both are situated at Sector-34, Kamothe Village, Phase II (G.E.S.), Navi Mumbai within the jurisdiction of Registration Taluka Panvel & District Raigad.

A/C.: MR. ABHIJIT NARAYAN

Dear Sir,

ANNEXURE "B"

1. Name of the Branch/BU seeking opinion

State Bank of India, Naupada Branch, Thane

2. Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.

DOCUMTENS COLLECTED THROUGH OFFICE COURIER PERSONALLY

3. Name of the Flat/concern/ company/person offering the Property/(ies) as security.

MR. ABHIJIT NARAYAN



SPACE DEVELOPE

y Station 34

BUILDERS & DEVELOPERS

Receipt No. Plot No. 53, 54, Sector-34, Opp. Mansarovar Rly. Station, Kamothe, Navi Mumbai. 126

Received with	Receipt No
thanks from Mr./Mfs./Ms.	1
Abhilit	
Narayan.	Date
	: 04/08/10

the sum of Rupees Two lack only.

by Cheque / Cash / Dyast No. 110830.

Drawn on Ghatkopar Bask. (1914

in full | Part | Booking payment on Account of Flat | Shop | Office No. -

402

01/80/10

in Plot No. 53, 54, Sector-34, Opp. Mansrovar Rly. Station, Kamothe, Navi Mumbai.

KS. 2,00,000/~

Subject to Realisation of Cheque

For SPACE DEVELOPER

Authorised Signatory

c. Copy of Amended building

approval to revised plan for residential

SPACE DEVELOPER

BUILDERS & DEVELOPERS

Plot No. 53, 54, Sector-34, Opp. Mansarovar Rly. Station, Kamothe, Navi Mumbai

Receipt No. 126 Received with thanks from Mr./Mfs./Ms. Abbijit Narayao the sum of Rupees Two lack only. by Cheane Cash Dyaft No. 110830.
bhilit Nara
bhilit Nara
bhilit Nara
Nara
Dat
Date: 04/08

in full | Part | Booking payment on Account of Flat | Shop | Office No. _

Ghatkopar Book. (1010)

in Plot No. 53, 54, Sector-34, Opp. Mansrovar Rly. Station, Kamothe, Navi Mumbai.

KS. 2,00,000/~

Subject to Realisation of Cheque



Authorised Signatory

Copy of Amended approval to revised plan for residential

4. Constitution of the Flat/concern/person/body/authority Offering the property for creation of charge.

AS PER CLAUSE (3) ABOVE

5. State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)

AS OWNER/GUARANTOR

- 6.a) Particulars of the documents scrutinized-serially and chronologically:
 - a. Copy of the Agreement for Sale dated 17/2/2010 Made between M/S. SPACE DEVELOPERS AND MR. ABHIJIT NARAYAN. The said Agreement is duly registered at the Office of Sub-Registrar of Assurances at Panvel-3, under document serial No. PAVAL-3-01587-2010 dated 17/2/2010.
 - b. Copy of Letter of Allotment dated 4/6/2009 in favour of MR. ABHIJIT NARAYAN.
 - c. Copy of Amended approval to revised plan for residential building on plot No.53 & 54 granted by the CIDCO vide its letter No. CIDCO/BP/ATPO/909 dated 31/8/2009.
 - d. Copy of AmendedCommencement Certificate issued by the CIDCO vide its letter No. CIDCO/ATP/909 DATED 31/8/2009.
 - e. Copy of title Certificate dated 17/09/2009 from VILAS BHALCHANDRA TANDEL, Advocate High Court in respect of Plot No.53 and Plot No.54.
 - f. Copy of Transfer permission has been granted by the CIDCO vide its letter No. CIDCO/VASAHAT/SATYO/KAMOTHE/240 B/2008/168 dated 15/1/2009.
 - g. Copy of Agreement to Lease dated 26/2/2004 made between CIDCO and SHRI GANPAT BALU PALEKAR AND OTHERS in respect of Plot No.53. The said Agreement to lease has been registered at the Office of Sub-Registrar of Assurances at Panvel II, under serial No. 01707 dated 12/3/2003.
 - h. Copy of Tripartite Agreement dated 5/4/2007 made between CIDCO as the Corporation of the One Part SHRI GANPAT BALU PALEKAR AND OTHERS as the Original Licensees of the Second

Part and SHRI KARSAN DHARMASHI PATEL, Proprietor of M/S. SUDARSHAN ENTERPRISES as the New Licensees of the Third Part in respect of Plot No.53. The said Tripartite Agreement has been registered at the Office of Sub-Registrar, Panvel-III, under document serial No. 03669 DATED 5/4/2007.

- i. Copy of Transfer permission has been granted by the CIDCO vide its letter No. CIDCO/VASAHAT/SATYO/TV/KAMOTHE/240 B dated 19/4/2007 in favour of SHRI KARSAN DHARMASHI PATEL, Prop. Of M/S. SUDARSHAN ENTERPRISES.
- j. Copy of Agreement to Lease dated 24/1/2005 made between CIDCO AND SHRI RIYAJ MOHD. ALI KHOT AND OTHERS in respect of Plot No.54. The said Agreement to Lease has been registered at the Office of Sub-registrar of Assurances at Panvel-2, under document serial No. URAN-02088-2005 dated 28/2/2005.
- k. Copy of Tripartite Agreement dated 31/7/2007 made between CIDCO as the Corporation of the One Part SHRI RIYAJ MOHD. ALI KHOT AND OTHERS as the Original Licensees of the Second Part and SHRI KARSAN DHARMASHI PATEL, Proprietor of M/S. SUDARSHAN ENTERPRISES as the New Licensees of the Third Part in respect of Plot No.54. The said Tripartite Agreement has been registered at the Office of Sub-Registrar, Panvel-III, under document serial No. 07887-2007 DATED 31/7/2007.
- Copy of Transfer permission has been granted by the CIDCO vide its letter No. CIDCO/VASAHAT/NA/SATYO/KAMOTHE/314/07 dated 8/8/2007 in favour of SHRI KARSAN DHARMASHI PATEL, Prop. Of M/S. SUDARSHAN ENTERPRISES.
- m. Copy of Tripartite Agreement dated 25/7/2008 made between CIDCO as the Corporation of the One part, SHRI KARSAN DHARMASHI PATEL, Prop. Of M/S. SUDARSHAN ENTERPRISES as the New Licensees of the Second Part and M/S. SPACE DEVELOEPRS, a Partnership as the Builders/Developers of the Third Part. The said Tripartite Agreement has been registered at the Office of Sub-Registrar of Assurances at Panvel-3, under document serial No. PVL-3-07026-2008 DATED 25/7/2008.
- b) Nature of documents verified and as to whether they are original or certified copies or registration extracts duly certified.

Note: Only originals or certified extracts from the Registering/land/ revenue/other authorities be examined



- 7. Complete or full description of the immovable property/ (ies)
 Offered as security for creation of mortgage whether Equitable/
 registered mortgage
 - i) Survey No. : AS DESCRIBED IN SUBJECT ABOVE
 - ii) Door No. (in case of house property):

AS DESCRIBED IN SUBJECT ABOVE

iii) Extent/area including plinth/built-up area in case of house property

Area: AS DESCRIBED IN SUBJECT ABOVE

iv) Location like name of the place, village city, registration sub-registration sub-district etc.

AS DESCRIBED IN SUBJECT ABOVE

v) Boundaries:

N.A.

8. Flow of titles tracing out the title, of the intended Mortgagor and his/ its predecessors in interest from the Mother Deed to the Latest Title Deed. And wherever Minor's interest or other clog on title is involved, for a further period, depending on the need for clearance of such clog on the Title.

The Government of Maharashtra by virtue of section 113 of Maharashtra Regional and Town Planning Act, 1966 appointed CIDCO, as corporation for the purpose of acquiring the lands in designated area of New Mumbai, for the purpose of development of new commercial and residential township. lands were developed with roads, communication lines, water management system etc. Further the layout of areas were drawn, plots were created for allotment to various sections of public, for residential commercial use. All these lands for this purpose were vested with City and Industrial Development Corporation Maharashtra Ltd., a company incorporated under the Companies and having registered office at Nariman Point, 1956 Mumbai 400 021.

Further CIDCO, organized various schemes, under which definite terms and conditions for allotment of houses and plots were formulated. Under the terms of allotment, the payment terms were fixed, so as to make it convenient for the general public to make payment of installment easily.

Under the circumstances SHRI GANPAT BALU PALEKAR AND OTHERS applied to CIDCO for allotment of the plot on the terms and conditions of the published advertisement. CIDCO allotted Plot No. 53, admg. About 699.74 sq.mtrs. at Sector-34, Kamothe Village, Phase II (G.E.S.), Navi Mumbai within the jurisdiction of Registration Taluka Panvel & District Raigad to SHRI GANPAT BALU PALEKAR AND OTHERS.

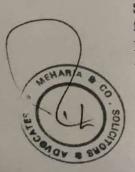
By an Agreement to Lease dated 26/2/2004 the City and Industrial Development Corporation of Maharashtra Ltd. granted lease the said plot of land in lieu of compensation under the 12.5% expansion scheme to SHRI GANPAT BALU PALEKAR AND OTHERS. The said Agreement to lease has been registered at the Office of Sub-Registrar of Assurances at Panvel II, under serial No. 01707 dated 12/3/2003.

The said SHRI GANPAT BALU PALEKAR AND OTHERS paid the required consideration to CIDCO, whereupon the possession of the property was handed over to them.

By a Tripartite Agreement dated 5/4/2007 made between CIDCO as the Corporation of the One Part SHRI GANPAT BALU PALEKAR AND OTHERS as the Original Licensees of the Second Part and SHRI KARSAN DHARMASHI PATEL, Proprietor of M/S. SUDARSHAN ENTERPRISES as the New Licensees of the Third Part in respect of Plot No.53. The said Tripartite Agreement has been registered at the Office of Sub-Registrar, Panvel-III, under document serial No. 03669 DATED 5/4/2007.

Transfer permission has been granted by the CIDCO vide its letter No.CIDCO/VASAHAT/SATYO/TV/KAMOTHE/240-B dated 19/4/2007 in favour SHRI KARSAN DHARMASHI PATEL, Proprietor of M/S. SUDARSHAN ENTERPRISES.

SHRI RIYAJ MOHD. ALI KHOT AND OTHERS applied to CIDCO for allotment of the plot on the terms and conditions of the published advertisement. CIDCO allotted Plot No. 54, admg. About 549.90 sq.mtrs. at Sector-34, Kamothe Village, Phase II (G.E.S.), Navi Mumbai within the jurisdiction of Registration



Taluka Panvel & District Raigad to SHRI RIYAJ MOHD. ALI KHOT AND OTHERS.

By an Agreement to Lease dated 24/01/2005 the City and Industrial Development Corporation of Maharashtra Ltd. granted lease the said plot of land in lieu of compensation under the 12.5% expansion scheme to SHRI RIYAJ MOHD. ALI KHOT AND OTEHRS. The said Agreement to lease has been registered at the Office of Sub-Registrar of Assurances at Panvel II, under serial No. 01707 dated 12/3/2003.

The said SHRI RIYAJ MOHD. ALI KHT AND OTHERS paid the required consideration to CIDCO, whereupon the possession of the property was handed over to them.

By a Tripartite Agreement dated31/7/2007 made between CIDCO as the Corporation of the One Part SHRI RIYAJ MOHD. ALI KHOT AND OTHERS as the Original Licensees of the Second Part and SHRI KARSAN DHARMASHI PATEL, Proprietor of M/S. SUDARSHAN ENTERPRISES as the New Licensees of the Third Part in respect of Plot No.54 The said Tripartite Agreement has been registered at the Office of Sub-Registrar, Panvel-III, under document serial No. 7887 dated 31/7/2007.

Transfer permission has been granted by the CIDCO vide its letter No. CIDCO/VASAHAT/NA/SATYO/KAMOTHE/314/07 dated 8/8/2007 in favour of SHRI KARSAN DHARMASHI PATEL, Prop. Of M/S. SUDARSHAN ENTERPRISES.

The said SHRI KARSAN DHARMASHI PATEL, Prop. Of M/S. SUDARSHAN ENTERPRISES is seized and possessed of the said Plot No. 53, admg. About 699.74 sq.mtrs. and Plot No.54, admg. About 549.90 sq.mtrs. both are situated at Sector-34, Kamothe Village, Phase II (G.E.S.), Navi Mumbai within the jurisdiction of Registration Taluka Panvel & District Raigad.

The said Plot No. 53 and 54 are amalgamate vide CIDCO letter bearing No.CIDCO/VASAHAT/SATYO/TV/314/08/240/B/08/667 DATED 21/7/2008 admeasuring about Plot No.53 & 54 both admg. 699/74 & 549.90 sq.mtrs. totally admg. About 124964 sq.mtrs. situated at Village Kamothe, Phase II, Sector-34, Taluka and Panvel & District Raigad.



SHRI KARSAN DHARMASHI PATEL, Prop. Of M/S. SUDARSHAN ENTERPRISES the new Licensees has assigned and transfer all his right title and interest in respect of the said Plot No. 53, admg.

About 699.74 sq.mtrs. and Plot No.54, admg. About 549.90 sq.mtrs. both are situated at Sector-34, Kamothe Village, Phase II (G.E.S.), Navi Mumbai within the jurisdiction of Registration Taluka Panvel & District Raigad to MR. JERA SHAMJI PATEL & MR. LAKHAMSHI KHERAJ CHHEDA, MR. JAGABHA SANDHA, MR. BHAVESH SAVJI SANDHA, MR. JIGNESH POPATLAL GALA AND MR. DHARMENDRA VELJI CHHEDA Partners of M/S. SPACE DEVELOPERS.

By a Tripartite Agreement dated 25/7/2008 made between CIDCO as the Corporation of the One part, SHRI KARSAN DHARMASHI PATEL, Prop. Of M/S. SUDARSHAN ENTERPRISES as the New Licensees of the Second Part and MR. JERA SHAMJI PATEL & MR. LAKHAMSHI KHERAJ CHHEDA, MR. JAGABHA SANDHA, MR. BHAVESH SAVJI SANDHA, MR. JIGNESH POPATLAL GALA AND MR. DHARMENDRA VELJI CHHEDA Partners of M/S. SPACE DEVELOPERS as the Builders/Developers of the Third Part. The said Tripartite Agreement has been registered at the Office of Sub-Registrar of Assurances at Panvel-3, under document serial No. PVL-3-07026-2008 DATED 25/7/2008.

Transfer permission has been granted by the CIDCO vide its letter No. CIDCO/VASAHAT/SATYO/KAMOTHE/240 B/2008/168 dated 15/1/2009 in favour of M/S. SPACE DEVELOPERS.

In terms of Agreement the Builders/Developers are holding consent/permissions from the Owners to develop the said property.

Further the said Builders/Developers with desire to develop the aforesaid piece and parcel of land applied and obtained various permissions, orders and sanctions from various authorities.

Amended approval to revised plan for residential building on plot No.53 & 54 granted by the CIDCO vide its letter No. CIDCO/BP/ATPO/909 dated 31/8/2009 in respect of the said plots.

Amended Commencement Certificate issued by the CIDCO vide its letter No. CIDCO/ATP/909 DATED 31/8/2009 in respect of the said plots.

Further the said Builders/Developers have carrying on the construction in accordance to sanctions, permissions and orders in respect of the aforesaid piece and parcel of the land.



Further the said Builders/Developers sold various premises to various persons. By an Agreement for Sale dated 17/2/2010, the said Builders/Developers agreed to sell the aforesaid Flat No. 402, on 4th Floor, admeasuring about 848 sq.ft. (78.81 sq.mtrs.) built up area of the building known as SPACE HEIGHTS at Plot No. 53 & 54, Sector-34, Kamothe, Phase II, Navi Mumbai to MR. ABHIJIT NARAYAN. The said Agreement is duly registered at the Office of Sub-Registrar of Assurances at Panvel-3, under document serial No. PAVAL-3-01587-2010 dated 17/2/2010.

9. Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy / Possessory Rights or lnam Holder or Govt. Grantee/ Allottee etc.)

OWNERSHIP RIGHTS

10.(a) Encumbrances, Attachments, and/or claims whether of Government, Central or state or other Local authorities or Third Party claims, Liens etc. and details thereof, If yes, give the details thereof.

NO

(b) The period covered under the Encumbrances Certificate And the name of the person in whose favour the Encumbrance is created and if so, satisfaction of charge, If any

NIL

11. Details regarding property tax or land revenue or other Statutory dues paid/payable as on date and if not paid. What remedy?

BUILDERS/DEVELOPERS shall own the responsibility and undertake to pay

12. Details of RTC extracts /mutation extracts/Katha extracts

Pertaining to the property in question.

AS PER CLAUSE 8 ABOVE

Any bar/restriction for creation of mortgage under any Local or special enactments, details of proper registration Of documents, payment of proper stamp duty etc.





In case of absence of original titles deeds, details of legal And other 14. requirements for creation of a proper, valid and Enforceable mortgage by deposit of certified extracts duly Certified etc., as also any precaution to be taken by the Bank in this regard.

The specific person who are required to create Mortgage /to 15. deposit document creating mortgage.

The Mortgagors as above

Note: In case separate sheets are required, the same may be used,

* CO.

ADVOCATES

A/C: MR. ABHIJIT NARAYAN

Checklist for the Guidance of the Advocates verifying the title to the property (ies) offered as security.

1. Nature of title (Ownership/Leasehold/occupancy/Government Grant/ allotments etc.

OWNERSHIP/LEASEHOLD

- 2. If leasehold, whether:
 - (a) Lease Deed is duly stamped and registered

N.A.

(b) Lessee is permitted to mortgage the leasehold right,

YES

(c) Duration of the Lease/unexpired period of lease,

N.A.

(d) If, a sub-lease, check the lease deed in favour of lessee As to whether Lease deed permits sub-leasing and Mortgage by Sub-Lessee also.

N.A.

- 3. If Government grant/ allotment/Lease-cum/Sale Agreement, Whether:-
 - (a) Grant/agreement etc. provides for alienable rights to the Mortgagor with or without conditions,

N.A.

(b) The mortgagor is competent to create charge on such Property.

YES.

. If occupancy right, whether:



(a) Such right is heritable and transferable,

YES

(b) Mortgage can be created.

YES

5. a) Urban land ceiling clearance, whether required And if so, details thereon.

N.A.

b) Whether No Objection Certificate under the income Tax Act is required/obtained

N. A.

6. Nature of Minor's interest, if any and if so, whether Creation of mortgage could be possible-the Modalities/ procedure to be followed and the reasons for Coming to such conclusion.

N.A.

7. If the property is Agricultural land, whether the local laws Permit mortgage of Agricultural land and whether there are Any restrictions for enforcing, thereon.

N.A.

8 In the case of conversion of Agricultural land for Commercial purposes or otherwise, whether requisite Procedure followed/permission obtained

N.A.

9. Whether the property is affected by any local laws (viz. Agricultural Laws, weaker Sections, minorities, Land Laws Etc.)

N. A.

SOVGA

10.a) In case of partition/settlement deeds, whether the original Deed is available for deposit. If not the modality/procedure To be followed to create a valid and enforceable mortgage.

N.A.

b) Whether mutation has been effected and whether the Mortgagor is in possession and enjoyment of his share.

N.A.

c) Whether the partition made is valid in law and the Mortgagor has acquired a mortgage able title thereon.

N.A.

11.a) In case of partnership firm, whether the property belongs to the firm and the deed is property registered.

N.A.

b) Whether the person(s) creating mortgage has/have Authority to create mortgage for and on behalf of the firm.

N. A.

12. a) Whether the property belongs to a limited Company, Check the Borrowing powers, BOD resolution, Authorisation to create mortgage/execution of documents, Registration of any prior charges with the company Registrar, Articles of Association/provision for common Seal etc.

N.A.

b) In case of Societies, Association, the required Authority/power to borrower and whether the mortgage Can be created, and the requisite resolutions. Bye-laws

N. A.

13. Whether mortgage is being created by a POA holder, Check genuineness of the Power of Attorney and the Extent of the powers given therein and whether the same is property executed/stamped/authenticated in terms of the Law of the place, where it is executed.

N.A.

If the property is a Flat/apartment or residential/commercial Complex, check



- a. Promoter's/Land owner's title to the land/building
- b. Development Agreement/power of Attorney
 YES
- c. Extent of authority of the Developer/builder

IN TERMS OF DEVELOPMENT AGREEMENT AND POWER OF ATTORNEY AS STATED IN THE FLOW OF TITLE THE DEVELOPERS HAS CLEAR AUTHORITY AND CONSENT FROM THE RECORDED OWNERS TO DEVELOP, SELL, MAINTAIN, COLLECT AND PAY TAXES TILL THE SOCIETY IS PROMOTED.

d. Independent title verification of the land and/or building in Question.

NO

e. Agreements for Sale (duly registered)

YES

f. Payment of proper stamp duty

YES

g. Conveyance if favour of Society/condominium concerned
SOCIETY YET TO BE FORMED

- h. Occupancy Certificate/ allotment letter/letter of possession NO
- i. Membership details in the Society etc.

BUILDERS/DEVELOPERS MAINTAINED

j. Share CertificatesNO

k. No objection letter from the society



NOC FROM BUILDERS/DEVELOPERS

All legal requirements under the local/Municipal laws, Regarding 1. ownership of Flats/Apartments/ Building Regulation, Development Control Regulations, Co-operative Societies Laws etc.

Where the property is a joint family property, mortgage is Created 15. for family benefit/ legal necessity, whether the Major Coparceners have no Objection/join in execution, Minor's share if any, rights of

N.A.

16. Pending Litigations/court attachments/injunction/ Orders/acquisition by the Government/Local authorities etc. that

NO

Any other details required for the purpose 17.

NIL

CERTIFCATE OF TITLE

We have Examined & verified the copy of Title deeds intended to be deposited relating to the Schedule Property (ies) and offered as security by way of Equitable Mortgage and that the Documents of title referred to in the Opinion are valid evidence of Right, title and interest and that if the said Equitable Mortgage is created, it will satisfy the requirements of Creation of the Equitable Mortgage and I further certify that: (Please specify the kind of mortgage)

- 1. We have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure C and the other relevant factors.
- 1A.We confirm having caused a search in the concerned office of the Sub-Registrar. We do not find anything adverse which would prevent the Title Holders from creating a Valid Mortgage. We are responsible, if any loss is caused to the Bank due to negligence on my part or by agent in making search.
- 1B. Following scrutiny of Records in the concerned office of the Sub-Registrar and relative Title Deeds, We hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt if any has been clarified by making necessary enquiries.
- 2A. There are no prior Mortgage/Charges/encumbrances whatsoever as could be seen from the Encumbrances Certificate for the period from 1980 to 2010 pertaining to the Immovable Property covered by above said Title Deeds. The property is free from all encumbrances.
- 2C. In case of Second/Subsequent charge in favour of the Bank, there are no other mortgages/charges other then already stated in the loan documents and agreed to by the immovable property/(ies) covered by above said Title Deeds. The property Is free from all Encumbrances.

AS ABOVE



- 3. Minor/(s) and his/their interest in the property/(ies) is to the extent of N. A. (Specify the share of the minor with name) (Strike out if not applicable): N. A.
- 3. The Mortgage if created, will be available to the Bank for the liability of the intending Borrower as above : YES
- 5. We certify that MR. ABHIJIT NARAYAN have an absolute, clear and Marketable. Title Over the Schedule property. We further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

In case of creation of Mortgage by Deposit of title Deeds we certify that the deposit of following title deeds/Documents would create a valid and enforceable Mortgage.

- A. Original Agreement for Sale dated 17/2/2010 made between M/S. SPACE DEVELOPERS AND MR. ABHIJIT
- B. Original Registration Receipt
- _ C. Original Stamp duty payment Receipt
 - D. Original Index No.II
 - E. NOC from the Builders/Developers in respect of the premises in favour of Owner/Mortgagor for creation of equitable mortgage in favour of the bank.
 - F. Original Payment receipts from Builders/Developers
 - G. Undertaking from the Borrower/Owner to deposit the Original Share Certificate with the bank when issued by the co-operative society after the same is promoted and formed by the Builders.

NOTES: In view of various reports of malpractices, frauds and cheating, we sincerely advise the bank to follow up and obtain confirmation of lien marking from Builders or society as the case may be, since only the NOC is not the confirmation for marking lien in favour of the Bank. Further, actual possession of the flat by the Borrower/Owner is required to be confirmed and mere possession certificate on record is not the confirmation of actual possession by the owner/Borrower.

The above steps if taken, will provide better security to the bank in our opinion.

Bank is advised that before the disbursement of loan it must obtain the personal visit and inspection report of bank official in respect of the above property

There are no legal impediments for creation of the Mortgage under any applicable Law/Rules in force.

SCHEDULE OF THE PROPERTY

All that Flat No. 402, on 4th Floor, admeasuring about 848 sq.ft. (78.81 sq.mtrs.) built up area of the building known as SPACE HEIGHTS at Plot No. 53 & 54, Sector-34, Kamothe, Phase II, Navi Mumbai, constructed on all that piece and parcel of the land known as Plot No. 53, admg. About 699.74 sq.mtrs. and Plot No.54, admg. About 549.90 sq.mtrs. both are situated at Sector-34, Kamothe Village, Phase II (G.E.S.), Navi Mumbai within the jurisdiction of Registration Taluka Panvel & District Raigad.

For MEHARIA & CO. SOLVCITORS & ADVOCATES

Encl.: A NOTE OF PRECAUTION

SEARCH ENCUMBERANCE Sub: Title Investigation report in respect of Flat No. 402, on 4th Floor, admeasuring about 848 sq.ft. (78.81 sq.mtrs.) built up area of the building known as SPACE HEIGHTS at Plot No. 53 & 54, Sector-34, Kamothe, Phase II, Navi Mumbai, constructed on all that piece and parcel of the land known as Plot No. 53, admg. About 699.74 sq.mtrs. and Plot No.54, admg. About 549.90 sq.mtrs. both are situated at Sector-34, Kamothe Village, Phase II (G.E.S.), Navi Mumbai within the jurisdiction of Registration Taluka Panvel &

A/C.: MR. ABHIJIT NARAYAN

Sir,

As per your instructions, I have taken search of the abovementioned property in the concerned Sub-Registrar Office for a period of 1980 -

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 Agreement to Lease dated 26/2/2004 made between CIDCO and SHRI GANPAT BALU PALEKAR AND OTHERS in respect of Plot No.53. The said Agreement to lease has been registered at the Office of Sub-Registrar of Assurances at Panvel II, under serial No. 01707 dated 12/3/2003.

2005 Agreement to Lease dated 24/1/2005 made between CIDCO AND SHRI RIYAJ MOHD. ALI KHOT AND OTHERS in respect of Plot No.54. The said Agreement to Lease has been registered at the Office of Sub-registrar of Assurances at Panvel-2, under document serial No. URAN-02088-2005 dated 28/2/2005.

2006 Nil

2007 Tripartite Agreement dated 5/4/2007 made between CIDCO as the Corporation of the One Part SHRI GANPAT BALU PALEKAR AND OTHERS as the Original Licensees of the Second Part and SHRI KARSAN DHARMASHI PATEL, Proprietor of M/S. SUDARSHAN ENTERPRISES as the New Licensees of the Third Part in respect of Plot No.53. The said Tripartite Agreement has been registered at the Office of Sub-Registrar, Panvel-III, under document serial No. 03669 DATED 5/4/2007.

Tripartite Agreement dated 31/7/2007 made between CIDCO as the Corporation of the One Part SHRI RIYAJ MOHD. ALI KHOT AND OTHERS as the Original Licensees of the Second Part and SHRI KARSAN DHARMASHI PATEL, Proprietor of M/S. SUDARSHAN ENTERPRISES as the New Licensees of the Third Part in respect of Plot No.54. The said Tripartite Agreement has been registered at the Office of Sub-Registrar, Panvel-III, under document serial No. 07887-2007 DATED 31/7/2007.

2008 Tripartite Agreement dated 25/7/2008 made between CIDCO as the Corporation of the One part, SHRI KARSAN DHARMASHI PATEL, Prop. Of M/S. SUDARSHAN ENTERPRISES as the New Licensees of the Second Part and M/S. SPACE DEVELOEPRS, a Partnership as the Builders/Developers of the Third Part. The said Tripartite Agreement has been registered at the Office of Sub-Registrar of Assurances at Panvel-3, under document serial No. PVL-3-07026-2008 DATED 25/7/2008.

2009 Nil

2010 Agreement for Sale dated 17/2/2010 Made between M/S. SPACE DEVELOPERS AND MR. ABHIJIT NARAYAN. The said Agreement is duly registered at the Office of Sub-Registrar of Assurances at Panvel-3, under document serial No. PAVAL-3-01587-2010 dated 17/2/2010.

A NOTE OF PRECAUTION AND STEPS TO BE TAKEN (WHICHEVER MAY BE APPLICABLE)

- In view of various fraudulent instances, it is noticed that the Borrowers/Guarantors, present original
 title documents, along with the proposal. However, while depositing the same, at the time of creating
 mortgage, the defrauders hand over coloured /fabricated documents of title for creating the
 mortgage. As such kindly be advised to keep check.
- If the Development Agreements referred to along with the Power of Attorneys are not registered, the
 Developers/Builders are to be treated as Consented/ Approved CONTRACTORS ONLY on behalf
 the plot of land in the Revenue Records.
- In the event if the Borrower/Owner/Guarantor is not a position to deposit the original documents listed in the report, he/she/they should be advised to take the following steps:-
 - a) To lodge the Police Complaint with the concerned police Station for loss misplacements of the original documents of title and obtain the certificate of loss from the police Station.
 b) To advertise the loss of the los
 - b) To advertise the loss of such documents in any of the two local news papers by way of public notice.
 - c) To execute the Indemnity Bond in favour of the bank /financial Institution thereby indemnifying to the extent of the entire outstanding as may be due from time to time.
- 4. The Lien/charge of the bank should be got confirmed by the Builders/Developers/Society/Talathi AFTER completion of mortgage as per the Undertaking given in their NOC earlier, or even otherwise.
- 5. The Borrower/Guarantor to confirm that the property being mortgaged does not belong to the minor, Further if the ownership of the property is in the name of minor in that case necessary Court. permission has to be taken/undertaking to take such permission simultaneously, be obtained.
- 6. That the Declaration from Borrower/Guarantor to declare that the Municipal Taxes and other taxes of the mortgaged property are paid upto date OR produce latest Tax Payment receipt.
- 7. The Declaration from Borrower/Guarantor undertaking that if the building premises are a shopping/commercial MALL, the Lease Rent earned from the mortgaged premises would be directly deposited with the Bank/Financial Institutions. Further necessary NOC from the MALL OPERATOR would be obtained for clarifying that the subject premises free from encumbrances and is not charged or mortgaged in favour of any other financial institution.
- 8. In case if ownership of the property vests in Private Limited or Public Limited Company the charge of the Registrar of Companies to the extent of property being mortgaged should be brought on record.
- 9. Builder/Developer should undertake to promote the co-operative Society of the purchasers in the building complex as required under the provision of The Maharashtra Ownership of Flats (Regulation of promotion of construction sale, Management & Transfer) Act, 1963 and Rules thereunder, Builder/Developer would join the society after the same is formed with unsold flats till the same are sold.
- 10. Certificate from the Registered Architect certifying the status of building on the following points:-
 - a) Whether the building is completed in all respect and that Municipal Cprporation has been applied for granting Occupation Certificate.
 - b) Whether there is stop work notice from the Municipal Authorities.

CO

Confirmation as to construction of the building in the approved residential/developmental zone.

B: RACPC, New Delhi



Retail Assets Central Processing Center Local Head Office, 1st Floor, C-6, G-Block, Bandra-Kurla Complex Bandra (East), Mumbai 400051 Tele Fax: - 26445145 Telephone: - 26445012/ 13 Email: - racpc.mum@sbi.co.in

To

M/s SPACE Developers, Office No.7, Plot No.53, 54, Sector 34, Opposite Mansarovar Rly. Station, Kamothe, Navi Mumbai 410 209.

Dear Sirs,

HOME LOAN 31315998126 - SHRI ABHIJIT NARAYAN FLAT NO.402, 4TH FLOOR,SPACE HEIGHTS, PLOT NO.53 & 54, SECTOR 234, KAMOTHE, PHASE II, NAVI MUMBAI, TAL: PANVEL, DIST: RAIGAD

We enclose a Demand Draft No.294688 dated 10/08/2010 for Rs.17,00,000/-favouring your goodselves, issued by our New Delhi RACPC representing the captioned Home Loan disbursement.

2. Please acknowledge receipt. Please send your official receipt for the above payment, to the Customer and copy thereof to us and RACPC, New Delhi.

Yours faithfully, Sd/-

ASST. GENERAL MANAGER (RACPC)

Encl: a/a

c.c. The AGM (RACPC), State Bank of India, New Delhi w.r.t. his letter dated 11.08.2010 and the enclosures thereto. As discussed on 26.08.10, the other enclosures are returned herewith. Please acknowledge receipt.

ASST. GENERAL MANAGER (RACPC)

Encl: Original Agreement of Sale alongwith the relative other documents.

9-2694

isday, February 17, 2010 4 PM

पावती

Original नोंदणी 39 म. Regn. 39 M

दु.नि.पनवेल 3

नोंदणी 63 म.

Regn. 63 m.e.

चे नाव कामोठे

पावती क्र.: 1649 दिनांक 17/02/2010

ा अनुक्रमांक

₹.

। ऐवजाचा प्रकार

- 01587 -

2010

र करणाराचे नावः अभिजीत नारायण

:णी फी

24830.00

कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)),

ावात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (27)

एकुण

पवल3

करारनामा

540.00

25370.00

-; घर/फ़्लॅट नं: प्लॉट नं 53, 54, से त नं: --; पेठ/वसाहत: ---; शहर/गाव:

इस, प्लॉट नं 53 व 54, से 34, कामोठे

पणास हा दस्त अंदाजे 2:35PM ह्या वेळेस मिळेल

दुरम्म निंबधक सह दु.नि.पनवेल 3

ग विहार , न्यु दिल्ली ; गल्ली/रस्ता: -; :/गाव: -; तालुका: --;पिन: -; पॅन

जार मुल्यः 2483000 रु. मोबदला: 200000रु.

रतेले मुद्रांक शुल्क: 131600 रु.

थकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

केद्रे नाव व पत्ता: आय सी आय सी आय बैंक;

डीडी/धनाकर्ष क्रमांक: 000756; रक्कम: 24830 জ.; दिनांक: 16/02/2010



दुय्यम निबंधक: सह दु.नि.पनवेल 3

स्तक्रमांक व वर्ष: 1587/2010

duesday, February 17, 2010

A works often and

CONTRACTOR

498 8 Brain H

सूची क्र. दोन INDEX NO. II

नॉवणी 63 म.

Regn. 63 m.e.

0049

100

गावाचे नाव: कामोठे

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे) मोबदला रू. 200,000.00

बा.भा. रू. 2,483,000.00

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

(1) वर्णनः सदनिका क्र 402, चौथा मजला, स्पेस हाईट्स, प्लॉट नं 53 व 54, से 34, कामोठे ता पनवेल जि रायगड ** 78.81 चौ मी बिल्टअप

(3)क्षेत्रफळ

(1)

(4) आकारणी किंवा जुडी देण्यात अरोल तेव्हा

(1)

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

(1) स्पेस डेव्ह. तर्फ भागीदार जेराम शामजी पटेल - -; घर/फ़्लॅट नं: प्लॉट नं 53, 54, से 34, कामोठे ; गल्ली/रस्ताः -; ईमारतीचे नावः --; ईमारत नंः --; पेठ/वसाहतः ---; शहर/गावः -; तालुका: -; पिन: -; पॅन नम्बर: ABLFS 4426Q.

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

(1) अभिजीत नारायण - -; घर/फ़लॅट नं: 536, सरिता विहार , न्यु दिल्ली ; गल्ली/रस्ता: -; ईमारतीचे नावः -; ईमारत नं: --; पेठ/वसाहतः -; शहर/गावः -; तालुकाः --;पेनः -; पॅन नम्बर: AGHPN 5584D .

(7) दिनांक

करून दिल्याचा

17/02/2010

(8)

नोंदणीचा

17/02/2010

(9) अनुक्रमांक, खंड व पृष्ठ

1587 /2010

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

জ 131580.00

(11) बाजारभावाप्रमाणे नोंदणी

रू 24830.00

(12) शेरा



B

NEBED	(वि. नि. नमुना क. १)	जमा होते (Fin. R. Form No. 1) फ्रांकिंग	वयता. १८२ वर्ड
	मूळ प्रत ORIGINAL COPY	[अहस्तांतरणीय] [NO] (TRANSFERABLE)	Gen 113 mc 39441 DDNO, 000766
	शासनास केलेल्या प्रव		(ICICI Bank)
	RECEIPT FOR PA	YMENT TO GOVERNMENT	
	ठिकाण/Place	Belapur दिनांक/Date 17	
	D	Abhilit No	irayan यांच्याकडून
	Received from रु./Rs	(रुपये/Rupess 13	16001- one Housand
	on account of	six hundred e	only
	रोखपाल व लेखापाल		ARTH SIE OFFICER
	Cashier or Appuring	ल-३	HANE - VI (BELAPUR SUS
	940	3080	विक्रिक्टिक यनदेल
	1 0		200 B

VALID FOR SIX MONTHS ON

जमा होती आद्यीन
(वि. नि. नमुना क. १) (Fin. R. Form No. 1) फ्रांकिंग केले सर्वसा. ११३ मह
C. 112
मूळ प्रत [अहस्तांतरणीय] अवस्तांतरणीय] 39441
[NOH TRANSFERABLE]
शासनास कलल्या प्रदानाची पावती
TOR PAYMENT TO GOVERNMENT
ठिकाण/Place. <u>Bel apur दिनांक/Date</u> . 1712110
Received from Abhijit Narayan यांच्याकड्का
ह./Rs. (हमये/Rupess 131600)-
one lakh thirty one thousand
on account of six hundred only
रोखपाल व लेखापाल
Cashier on Acquiring. Cl 3 (SUB+ RESIGNAR
THANE - VI (BELAPTIE)
19400 2000
27 (b) 3080
9 126
C Approved - 3
VALID FOR SIX MONTHS ONLY
(ISSUING BRANCH) DRAFT NO.: 745 DATE
765 16-02-2010
544 MIDC - ANDHERI [E] ON DEMAND PAY 8
JOINT SUB REGISTRAR PANVEL 3 (REGISTRATION 7
)T FEE)*******
RUPEES Twenty Four Thousand Eight Hundred Rs. 5
Thirty Only *********24,830.00 4
Thirty Only RUPEES Twenty Four Thousand Eight Hundred Thirty Only FOR VALUE RECEIVED TO ON ONDER Thirty Only Thirty O
TC 0544DDCENPAY
TICICI BANK LIMITED 544 YUNG 0-5 (192
Drawee Branch Authorised Signatory Authorised Signatory
"000765" 000229000: 000544" 16

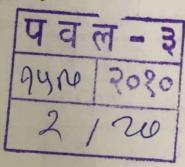
(एच. एम. जमदाडे) PROPER OFFICER SUB - REGISTRAR THANE - VI (BELAPUR)



AGREEMENT OF SALE

ARTICLES OF AGREEMENT made and entered into at Nerul, Navi Mumbai on this It day of February 2010, BETWEEN 1) MR. JERAM SHAMJI PATEL 2) MR. LAKHAMSHI KHERAJ CHHEDA, 3) MR. SAVJI JAGABHAI SANDHA 4) MR. BHAVESH SAVJI SANDHA, 5) MR. JIGNESH POPATLAL GALA & 6) MR. DHARMENDRA VELJI CHHEDA Partners of SPACE DEVELOPERS having address at Plot No. 53 & 54, Sector-34, Kamothe, Navi Mumbai, Tal. Panvel, & Dist. Raigad. hereinafter referred to as "The DEVELOPER/S /BUILDER/S" (which expression shall unless it to be repugnant to the context of meaning thereof mean and include its partner or partners for the time being constituting the said firm, survivor or survivors of them and heirs, administrators and assigns of the last surviving partner) of the party of the ONE PART.

Ashipit Haryan



889

SUB-REGISTRAR HTT 39441 SPEC 100081 F 1

AND MR. ABHIJIT NARAYAN an adult Indian Inhabitant residing at Pocket-C, 536, Sarita Vihar, New Delhi-110 076., hereinafter referred to as "the PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors administrators and assigns) of the party of the OTHER PART.

- 1. AND WHEREAS: The City and Industrial Development Corporation of Maharashtra Ltd. a Govt.. Company within the meaning of the Companies Act, 1956 (1of 1956) (hereinafter referred to as "The Corporation") having its registered Office at Nirmal, 2nd floor, Nariman Point, Mumbai-400 021, Corporation is a New Town Development Authority under the Provision of Sub-Sec (3-a) of Section 113 of Maharashtra Regional and Town Planning Act, 1966 (Mah. Act. No.XXXVII of 1966) hereinafter referred to as the said Act.
- 2. By Virtue of being the Development authority the Corporation has been empowered under Sector-113 of the said Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Govt. under the said Act.
- 3. WHEREAS :By an Agreement to lease dated 26th February 2004 at CBD, Navi Mumbai, between the Corporation of the one Part and 1) SHRI GANPAT BALU PALEKAR 2) SHRI GANU BALU PALEKAR & 3) SMT. THAKIBAI HARI BHAGAT herein referred to as "THE ORIGINAL ALLOTTEES" the CIDCO leased a Plot of Land in lieu of compensation under the 12.5% Expansion Scheme, a Plot of Land being Plot No.53 admeasuring about 699.74Sq. Mtrs under the 12.5% Expansion Scheme of Village kamothe, Sector-34, (Phase-2) Navi Mumbai, Tal. Panvel, Dist. Raigad, and the same was duly Registered with Sub Registrar Panvel II under Sr. No. 01707 dt. 12.3.2004 (hereinafter referred to as 'THE SAID PLOT') and obtained the Physical possession of the same has handed over to the Original Allottees for Development and Construction thereof Building for Residential and commercial Purpose.
- 4. AND WHEREAS THE ORIGINAL Allottees paid this Premium in full agreed to be paid to the Corporation and on payment of the said premium in full, Corporation granted permission or licence to the Original Allottees to enter upon the said plots of land for the purpose of erecting a

building/s.

Ashight Narayan

- 4. AND WHEREAS :By Tripartite Agreement dated 5TH April 2007 between the CIDCO THE FIRST PART AND1) SHRI GANPAT BALU PALEKAR 2) SHRI GANU BALU PALEKAR & 3) MRS. THAKIBAI HARI BHAGAT the Original Allottees of the SECOND PART & SHRI KARSAN DHARMASHI PATEL Proprietor of M/S. SUDARSHAN ENTERPRISES (THIRD PART) and same was duly registered with Sub Registrar Panvel-III on under Serial No. 03669 dt. 5.4.2007 and CIDCO has transferred the said plot No. 53 situated at Sector-34, Kamothe, in the name of SHRI KARSAN PATEL Proprietor of M/S. DHARMASHI **SUDARSHAN ENTERPRISES** Vide their Letter Bearing Ref No. सिडको/वसाहत/साटयो/टेव/कामोठे/२४० बी दिनाक १९.०४.२००७
- 6. WHEREAS: By an Agreement to lease dated 24th January 2005 made at CBD, Navi Mumbai, between the Corporation of the one Part and 1) SHRI RIYAJ MOHD. ALI KHOT 2) SHRI LIYAKAT MOHD. ALI KHOT 3) SMT. FARIDA BEGUM MOHD. ALI KHOT 4. ZAKIYA BEGUM MOHD. ALI KHOT herein referred to as "THE ORIGINAL ALLOTTEES" the CIDCO leased a Plot of Land in liquid compensation under the 12.5% Expansion Scheme, a Plot of Land being Plot No. 54 admeasuring about 549.90 Sq. Mtrs under the 12.5% erstwhile Gaothan Expansion Scheme of Village kamothe, Sector-34, (Phase-2) Navi Mumbai, Tal. Panvel, Dist. Raigad, and the same was duly Registered with Sub Registrar Panvel II under Sr. No. 02088 dt. 28.2.2005 (hereinafter referred to as 'THE SAID PLOT') and obtained the Physical possession of the same has handed over to the Original Allottees for Development and Construction thereof Building for Residential and commercial Purpose.
- 7. AND WHEREAS THE ORIGINAL Allottees paid this Premium in full agreed to be paid to the Corporation and on payment of the said premium in full, Corporation granted permission or licence to the Original Allottees to enter upon the said plots of land for the purpose of erecting a building/s.

पवल - ३ १५/१० २०१० ४/१५

1880

White Narayour

of

:d

c. AND WHEREAS :By Tripartite Agreement dated 31ST July 2007 between the CIDCO THE FIRST PART AND 1) SHRI RIYAJ MOHD, ALI KHOT 2) SHRI LIYAKAT MOHD, ALI KHOT & 3) SMT. FARIDA BEGUM MOHD. ALI KHOT & 4) ZAKIYA BEGUM MOHD. ALI KHOT the Original Allottees of the SECOND PART & SHRI KARSAN DHARMASHI PATEL Proprietor of M/S. SUDARSHAN ENTERPRISES (THIRD PART) and same was duly registered with Sub Registrar Panvel-III on under Serial No. 07887 dt. 31.7.2007. And CIDCO has transferred the said plot No. 54, situated at Sector-34, kamothe, in the name of SHRI KARSAN **SUDARSHAN** DHARMASHI PATEL Proprietor of M/S. ENTERPRISES Vide their Letter Bearing Ref No. सिडको/वसाहत /एनए/ साटयो /कामोठे/३१४/०७ दिनाक ८.८.२००७

9.AND WHEREAS SHRI KARSAN DHARMASHI PATEL Proprietor of M/S. SUDARSHAN ENTERPRISES is seized and possessed of the said Plot No. 53 & 54 both admeasuring about 699.74 & 549.96 500. Sq. Mtrs totally admeasuring about 1249.64 Sq. Mtrs situated at Village Kamothe, Phase II, Sector-34, Tal. Panvel & Dist Raigad (more particularly described in SCHEDULE-I).

10. AND WHREAS the Plot No 53 & 54 are almalgamate vide Cidco Letter bearing No. सिडको/वसाहत/साटयो/टेव/३१४/०८/२४०/व/०८/६६७ व्यक्तिकाटी 28.9.2002 admeasuring about Plot No. 53 & 54 both admeasuring about 699.74 & 549.90 Sq. Mtrs totally admeasuring about 1249.64 Sq. Mtrs situated at Village Kamothe, Phase II, Sector-34, Tal. Panvel & Dist. Raigad

11. AND WHEREAS SHRI KARSAN DHARMASHI PATEL Proprietor of M/S. SUDARSHAN ENTERPRISES the new Licensee has assigned and transfer all his rights, title, and interest in respect of the said Plot No. 53 & 54 both admeasuring about 699.74 & 549.90 Sq. Mtrs totally admeasuring about 1249.64 Sq. Mtrs situated at Village Kamothe, Phase II, Sector-34, Tal. Panvel & Dist. Raigad, to 1) MR. JERAM SHAMJI PATEL 2) MR. LAKHAMSHI KHERAJ SANDHA 4) MR.

SANDHA 4) MR.

JIGNESH POPATLAL GALA

DEVELOPERS for proper consideration and handed over the Said Plot to 10. LAKHAMSHI KHERAJ CHHEDA, 3) MR. SAVJI JAGABHAI SANDHA 4) MR. BHAVESH SAVII SANDHA, 3) MR. JIGNESH POPATLAL GALA & 6) MR. DHARMENDRA VELJI CHHEDA Partners of SPACE DEVELOPERS 94 14

1210

INCO ES ES

C 14 74 5

12. AND WHEREAS the Lessee has applied to the corporation for transferring the said plot in the name of 1) MR. JERAM SHAMJI PATEL 2) MR. LAKHAMSHI KHERAJ CHHEDA, 3) MR. SAVJI JAGABHAI SANDHA 4) MR. BHAVESH SAVJI SANDHA, 5) MR. JIGNESH POPATLAL GALA & 6) MR. DHARMENDRA VELJI CHHEDA Partners of SPACE DEVELOPERS and have paid the necessary Transfer Charges payable to CIDCO. And CIDCO vide Tripartite Agreement dated 25th July 2008 and the same was duly registered with sub Registrar of Uran (Panvel-3) vide Serial No. 07026 has transferred the said plot in the name of 1) MR. JERAM SHAMJI PATEL 2) MR.LAKHAMSHI KHERAJ CHHEDA, 3) MR. SAVJI JAGABHAI SANDHA 4) MR. BHAVESH SAVJI SANDHA, 5) MR. JIGNESH POPATLAL GALA & 6) MR. DHARMENDRA VELJI CHHEDA Partners of SPACE DEVELOPERS Vide their Letter Bearing Ref No. सिडको/वसाहत/साटयो/कामोठे/२४0बी/२00८/१६८ दिनाक १4.2.2009.

13. AND WHEREAS 1) MR. JERAM SHAMJI PATEL 2) MR. LAKHAMSHI KHERAJ CHHEDA, 3) MR. SAVJI JAGABHAI SANDHA 4) MR. BHAVESH SAVJI SANDHA, 5) MR. JIGNESH POPATLAL GALA & 6) MR. DHARMENDRA VELJI CHHEDA Partners of SPACE DEVELOPERS is seized and possessed of the said Plot No. 53 & 54 both admeasuring about 699.74 & 549.90 Sq. Mtrs totally admeasuring about 1249.64 Sq. Mtrs situated at Village Kamothe, Phase II, Sector-34, Tal. Panvel & Dist. Raigad, (more particularly described in SCHEDULE-I).

- 14. In Pursuance of the said Tripartite Agreement, the Builders are fully entitled to develop the said plot and to construct the building thereon for Commercial cum Residential purposes in accordance with the said Agreement and sell the units therein to the prospective purchaser/s.
- 15. The building plans, designs and specifications for constructing the building on the said Plots have been approved by the corporation and other connected authorities in respect thereof.
- 16. The City and Industrial Development corporation of Maharashtra Limited by its development permission-cum-Commencement Certificate under Reference No. CIDCO/BP/ATPO/908 dt. 31ST August 2009 granted its permission to develop the said plot and to construct a building on the said Plot the terms and condition of the commencement letter and thereby approved an sanctioned the plans in respect of the said building.

9400 3080

89

whigh Harayans

- 17. The Purchaser/s demanded from the Builders and the Builders have given to the purchaser/s inspection of all the documents of title relating to the said property and the plans, designs and specification prepared by the Architect DAIMENSION of the Builders and such other documents as are specified under the Maharashtra Ownership Flats (Regulations of the promotion of construction, sale and management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the rules made thereunder and has satisfied himself about the title of the Builders of the said property and their right to develop the same. The purchaser/s hereby declares that they/she/he has satisfied himself/themselves/herself about the title of the Builders to the said property / plot and declares that he shall not be entitled to raise any objection or requisition to the same or any matter relating to the title or otherwise whatsoever.
- 18. The Builders have entered into a standard Agreement with the Architect DAIMENSION Registered with the council of Architect and such an Agreement is as per Agreement prescribed by the council of Architects. ** \$800
- 19. The Builders have also Appointed a Structural Engineer MILS RRAO for the preparation of structural designs and drawings of the buildings and the Builders hereby agree to accept the professional vision of the Architect and the structural engineer till the completion of the building.
- 20. The Copies of the floor plans and specifications of the Flat agr purchased by the purchaser have been annexed and marked as Annexus "B".
- 21. AND WHEREAS the BUILDERS alone have the sole and exclusive right to sell the Flat in the said building to be constructed by the BUILDERS on the said land and to enter into Agreements with the Purchaser/s of the Flats etc. and to receive the Sale Price in respect thereof.
- 22. AND WHEREAS the BUILDERS are entering into separate Agreements with several other persons in respect of the other Flats in the said building to be constructed by the BUILDERS on the said land.
- 23. AND WHEREAS THE BUILDER is the lawful Owner of the Flat No. 402 on the 4th floor "SPACE HEIGHTS" building to be constructed on Plot No. 53 & 54 situated at Sector-34, Village Kamothe, Phase II, Navi Mumbai, Tal. Panvel, Dist. Raigad, adeasuring about 848 Sq. Ft. (78.81 Sq. Mtrs.) Built up area (hereinafter referred to as the said / 20 Flat and is in lawful possession of the same.
 - 24. THE PURCHASER/S had approached the BUILDERS to acquire from the BUILDERS Flat No. 402 on the 4TH floor, "SPACE HEIGHTS" building, admeasuring about 848 Sq. Ft. (78.81 Sq. Mtrs.) Built up area and the BUILDERS have agreed to assign all the rights, title and interest in the said Flat for a total consideration of RS. 20,00,000/- (RUPEES

TWENTY LAKHS ONLY).

- 25. AND WHEREAS the BUILDERS have agreed to sell Flat No. 402 at a price and on the terms and conditions hereinafter appearing.
- 26. AND WHEREAS prior to the execution of these present the Purchaser/s has paid to the DEVELOPERS a sum of RS. 1,00,000/- (RUPEES ONE LAKH ONLY) being the advance and part payment of the sale price of the Flat No. 402 agreed to be sold by the DEVELOPERS of the Purchaser/s as Earnest Money Advance payment of Sale Price of the Flat agreed to be sold to the Purchaser/s and the Purchaser/s has agreed to pay to the DEVELOPERS balance of the sale price in the manner hereinafter appearing.

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

- 1. The Builders shall construct a building with Ground plus Thirteen upper floors on the said property more particularly described in the Schedule hereunder written in accordance with the plans, designs and specifications approved and sanctioned by the said corporation and which have been seen and approved by the purchaser/s with such variations and modification as the builders may deem necessary and proper and as per the directions of the Corporation and other authorities from time to time. The purchaser/s hereby agrees to such variation and modification and undertakes not to raise any objection to the same in any manner.
- 2. The Purchaser/s hereby agrees to purchase and acquire a Residential Flat No. 402 on the 4TH floor, admeasuring 848 Sq. Ft. Built up area (78.81 Sq. Mtrs.) Built up area in the said building know as "SPACE HEIGHTS" being constructed on the said property and as shown in the floor plan thereof delineated on the plan in the red coloured boundary line hereto annexed marked as Annexure B (hereinafter referred to as the said premises) for a total consideration of RS. 20,00,000/- (RUPEES TWENTY LAKHS ONLY) on the terms and conditions hereinafter appearing.
- 3. The purchasers have paid to the Builders the said sum of RS. 1,00,000/(RUPEES ONE LAKH ONLY) as advance and part payment and
 balance of RS. 19,00,000/- (RUPEES NINETEEN LAKHS ONLY)
 to be paid on getting Loan from any financial Institution within
 Fifteen days from the date of execution of this present Agreement.

Shight Navargan

प व ल - ३ 4470 २०१०

80)

110049

4. The notice will be served by the Builders to the purchaser/s under postal services / courier at the address as given by the purchaser/s as specified below and the notice so served shall be sufficient discharge to the Builders.

Address for Correspondence:

MR. ABHIJIT NARAYAN

Pocket - C, 536 Sarita Vihar, New Delhi-110076

The Builders hereby agree and undertake to hand over possession of the said premises as per CIDCO and or NMMC rules and regulations.

- 5. The Builders shall not be liable for any loss, damages, injury or delay due to Maharashtra State Electricity Distribution Company causing delay in sanctioning and supplying electricity or due to CIDCO/ NMMC or any other local authority concerned causing delay in giving/supplying permanent water connection or such other service connections necessary for using/occupying the said premises.
- 6. The Purchaser/s hereby agrees to take the possession of the Flat on part
 Occupancy or Full Occupancy Certificate from the concerned authority,
 and shall not raise any objection and /or claim on future construction work
 to be carried out on the same plot and for any inconveniences caused to
 the purchaser/s due to the same.
- 7. Possession of the said premises shall be delivered to the purchaser/s only after the building is ready for the use and occupation and Provided that all amounts due and payable by the purchaser/s under this Agreement have been paid to the Builders in full. The purchaser/s shall take possession of the said premises within seven days of the Builders giving notice in writing to the Purchaser/s intimating that the said Flat is ready for use and occupation.
- 8. If the car Parking space under the stilt which shall not be the common area is available then the Builders shall consider to sell the same to any Flat purchaser/s of the building at or for the price as decided by the Builders. The Purchaser/s shall not object for the same.
- Don delivery of Possession, the purchaser/s shall be entitled to the use and occupation of the said premises without hindrance but without any further claim at any times to the poor workmanship or quality of materials used in the said premise. The Builders shall hand-over to the purchaser/s the said premise that has been purchased by the purchaser/s after the Builders obtained the completion or occupancy certificate or No objection certificate from the Corporation.

10H 0

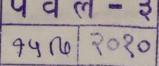
- 11. The purchaser/s hereby agrees to take the permission from the Builders or the Society (in case of Society registered) and take No objection Letter while letting their premises to sub-lettee and or to give on leave & licence or care taker basis.
- 12. Commencing a week after a notice is given by the Builders to the purchaser/s that the said premises is ready for the use and occupation, the purchaser shall be liable to bear and pay all taxes and charges including electricity, property tax, water charges, maintenance charges of the said premises.

13. In addition to the total lump sum price / purchase price of the Flat, the Purchaser/s have to pay their proportionate contribution towards the following:

a) Stamp Duty, Registration and other charges payable to the concerned

- Stamp Duty, Registration and other charges payable on the Agreement to lease executed between CIDCO and developers and the lease Developers Deed of Assignment to be executed between CIDCO and the Society be formed.
- Property taxes./ Service Tax
- Expenses, deposits and service charges for procuring electric and water d)
- Water connection charges and electricity connection charges. e)
- Water Resources Development charges. f)
- Electric cable laying charges and equipment charges. g)
- Land and building development charges and infra structural charges. h)
- Legal charges. i)
- Legal & document charges for formation of the Society or Limited j) Company.
- Share money, entrance fee of the Society or Limited Company. k)
- Expenses towards formation, registration of the Society or Limited 1) Company.
- Transfer fees.
- Any other taxes, cesses that shall be levied or become leviable by CIDCO / NMMC or any Government authorities and also such other CIDCO or any other Government charges, escalations imposed by

Authorities.



on o age

- 14. It has been agreed by and between the parties that the Builders are allowed to utilise and use the amount of deposits as shown above without being liable to account for the same or to give details of the utilization of these amounts to the purchaser or to the society at any time in future. Builders will give proper accounts of the deposits collected by them as mentioned above.
- 15. The purchaser/s along with other purchasers of premises in the said building shall join in forming and registering the Association of Owners/Co-operative Housing Society/ Limited Company as the case may be and for this purpose also from time to time sign and execute the application for registration and/ or membership/ and or other papers and documents necessary for the formation and registration of the Company/ Society/ Association as the case may be so as to enable the Builders to register the organization of the Flat purchaser/s under the relevant Act and Rule made there under.
- 16. The purchaser/s shall bear all the expenses towards Stamp duty payable to Govt. of Maharashtra at the rate prescribed in the stamp Act and demanded from time to time and or as demanded by the Sub-Registrar of Assurances at Panvel, Navi Mumbai or any other place. The purchaser/s shall also bear the stamp duty and registration charges in full or part, the purchaser/s shall be solely responsible for the same and shall bear all the penalties and consequences etc. The purchaser/s indemnifies the Builder and shall not hold the Builder responsible for the same.
- 17. The Builders shall arrange to get a Deed of Conveyance executed by the said Corporation in favour of the Association /Society / Company as the case may be in respect of the said property and the building erected thereon within the prescribed time from the formation and Registration of the Association / Society/ Company or from the date on which the Builders have sold and received payment of purchase price of all the premises and handed over possession of the premises to the respective purchasers whichever is later PROVIDED THAT the Builders have been paid and have received full consideration amount payable by all the premises holders. The Association/ Society /Company shall jointly with all the members shall bear the stamp duty & registration charges towards conveyance of the Lease–Deed & documents to be entered into with GIDCO Ltd.
- 18. The purchaser/s shall present this Agreement at the proper registration office for registration within the time limit of four months as prescribed by the Registration Act and the Builders on intimation by the Purchaser/s in writing will attend such office and admit execution of the same.

89

- 19. All costs, charges, and expenses in connection with formation registration of the Society/ Company as the case may be shall borne and paid proportionately by the members of the said Association/ Society/ Company and all costs charge and expenses including Advocates and Solicitors fee for preparing and engrossing this Agreement and the Lease Deed in respect of this Property shall be borne and paid by the members of the said Association / Society / Company as the case may be in proportion to the area of their respective Flats.
- 20. Commencing a week after the notice in writing is given by the Builders to the purchaser/s that the said premises is ready for use and occupation, the purchaser/s shall pay on or before 5th day of every month to the Builders towards the proportionate share that may be ascertained by the Builders of (a) the municipal rates, charges and all other out goings that may from time to time be levied on or incurred in respect of the said property (b) the charge for the maintenance and management of the building including wages and salaries of watchmen, sweepers, ill collectors and accountant (c)electricity charges of common lights, meter pumps on the ad-hoc basis and the purchaser/s shall be liable to pay actual proportionate taxes and out goings. On such Lease Deed/ Conveyance Deed being executed the aforesaid deposits shall be transferred by the Builders to the Proposed Association/Society /Company as the case may be. However the Builders shall be entitled to deduct there from and appropriate to themselves any amount that may be due and payable by the purchaser/s to the Builders. The purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share out goings regularly on the 5th day of every month.
- 21. IT IS ALSO UNDERSTOOD AND AGREED 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 exclusively to the respective Flat purchaser. The said terrace shall not be enclosed by the purchaser till the permission in writing is obtained from the concerned local authority and also the Society to be registered.

Builder shall not be liable to pay any maintenance or common Builders shall, bear and pay the Municipal Taxes and the dues of CIDCO/NMMC for the same.

23. After the Company / Society / Association as the case may be is formed & registered the purchaser shall pay his contribution /outgoings directly to the said Company/Society /Association.

which storages

-80%

- 24. The purchaser/s doth hereby covenant with the Builders as follows:
 - a) To maintain the said premises at purchaser's own cost in good tenantable repair condition from the date of possession of the said premises is taken and shall not do or suffer to be done anything in or to the building in which the said premises is situated.
 - thereof, nor at any time make additions or alteration of whatever nature in or to the Flat or any part thereof, or any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, rain pipes in the Flat and appurtenances thereto in good and tenantable repair condition and in particular so as to support, shelter and protect the other part of the Building in which the Flat is situated and shall not chisel or cause any damage to the columns, beams, walls, slab or RCC pardies or other structural beams in the Flat without the prior written permission of the Builder or a Limited Company.
 - c) The purchaser/s shall not let, sub-let, transfer, assign or part with the said premises or interest or benefit under this Agreement or part with possession of the said premises until all the dues payable by the purchaser to the Builders under this Agreement are fully paid up and that too only if the purchaser has not been guilty of breach of or non obtaining the consent in writing from the Builders in this Behalf.
 - d) The purchaser/s shall pay and contribute regularly and punctually towards taxes, expenses or other out goings in accordance with the terms of this Agreement.
- 25. The Builders shall have the right to make addition and/or alterations and raise or put up additional structures as may be permitted by the CIDCO Ltd./NMMC. It is expressly agreed that the Builders alone shall be entitled to any F.S.I. which may become available in any manner whatsoever at any time hereafter by virtue of any change in the law or any notification or order passed by the Government of Maharashtra or the union of India or the Corporation or any other public or Private body or authority, as the case may be, and the Builders shall be entitled to utilize the said F.S.I by constructing additional Building or Buildings or floor/s or tenements or structures on the said plot or the said Property as the Builders may desire without any interruption, dispute or objection from the Purchaser/s or any Co- operative Society of the Purchasers of the premises in the said Building in any manner whatsoever.

884

- 26. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and the Maharahstra Ownership Flats Rules, 1964 as amended up to date or any other provisions of law applicable thereto.
- 27. This Agreement shall always be subject to the provisions 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.

SCHEDULE OF LAND

ALL THAT piece or parcel of land known as Plot No. 53 admeasuring about 699.74 Sq. Mtrs. & Plot No. 54 admeasuring about 549.90 Sq. Mtrs both are situated at Sector-34, Kamothe Village, Phase II (G.E.S.), Navi Mumbai, within at Suathe jurisdiction of Registration Tal. Panyel & Dist. Raigad., and Bounded as under the property of the

PLOT NO. 53

PLOT NO. 54

Plot No. 53

Plot No. 55

Towards the North by: 20 Mtrs wide Road

Towards the South by: Plot No. 54

Toward the East by : 15 Mtrs Wide Road

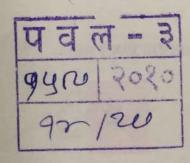
Mtrs Wide Road 15 Mtrs Wide Road

Towards the West by : Plot No. 51 Plot No. 51

SCHEDULE ABOVE REFERRED TO DESCRIPTION OF FLAT

All that piece of Property known as Flat No. 402 admeasuring about 848 Sq. Ft. Built up area (78.81 Sq. Mtrs.) Built up area on the 4th floor, "SPACE HEIGHTS" building standing on Plot No. 53 & 54 Situated at Sector-34, Kamothe village Phase II, under 12.5% Scheme (G.E.S) Tal. Panvel, & Dist. Raigad.

rigil Haranger.



889

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

SIGNED SEALED AND DELIVERED by the withnamed BUILDER/S / DEVELOPER/S

MR. JERAM SHAMJI PATEL Partner of SPACE DEVELOPERS in the presence of

1. B. A. othour Kour.







SIGHNED AND DELIVERED

by the withnamed PURCHASER/S

MR. ABHIJIT NARAYAN whight Narayan in the presence of ...

1. B. A. Thalcices

2. M . D'm





RECEIPT

RECEIVED of and from the purchaser/s within named, the sum of RS. 1,00,000/-(RUPEES ONE LAKH ONLY) Vide Cheque No. 110801 dt. 1.6.2009 drawn on ICICI BANK, Ghatkopar Branch., from MR. ABHIJIT NARAYAN as advance and part payment in respect of Flat No. 402 on the 4th floor building standing on Plot No. 53 & 54 Situated at Sector-34, Kamothe village Phase II, under 12.5% Scheme (G.E.S) Tal. Panvel, & Dist. Raigad. on or before

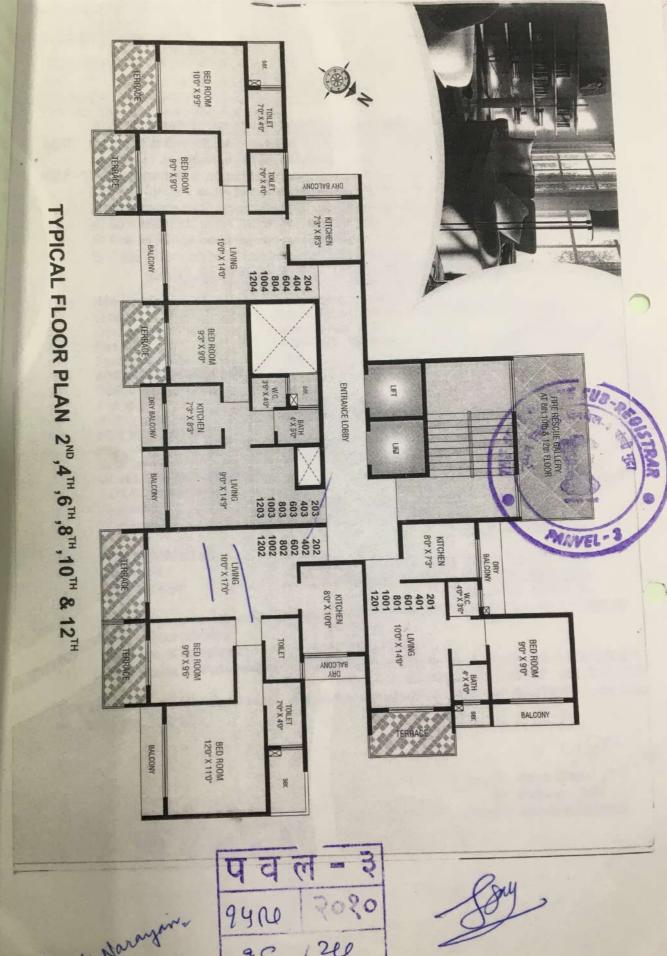
execution of these presents, paid by them to us.

I SAY RECEIVED



MR. JERAM SHAMJI PATEL Partner of SPACE DEVELOPERS 110049

age alon



Ashight Marayains

200

n o ige

CIDCO Bhavan, CBD-Belapur,

PHONE: 00-91-22-6791 8100

Date: 3 1 AUG 2009

: 00-91-22-6791 8166

Navi Mumbai - 400 614.

HEAD OFFICE :

ND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

2nd Floor, Nariman Point, 400 021

(Reception) 00-91-22-6650 0900 00-91-22-6650 0928

00-91-22-2202 2509 / 6650 0933

CIDCO/BP/ATPO/ SUB ...

To, M/s Space Developers

Plot No. 53 & 54, Sector-34, Kamothe,

ASSESSEMENT ORDER NO.191/2008-2009 REGISTER NO.01 PAGE NO.

SUB:- Payment of development charges for Residential Building on Plot no. 53&54, Sector -34 at Kamothe (12.5% scheme), Navi Mumbai.

REF:-1) Your architect's application dated 05/03/09 & 20/08/09

2) Final Transfer order has been issued by M(TS) vide letter dtd.15/01/2009

3) Amalgation NOC issued by MTS vide letter dtd. 21/07/2008

4) 50% IDC paid vide Challan no. 103337, dtd. 13/01/2009 Rs. 6,25000/-

5) Fire NOC has been issued by Fire Officer vide letter No. dtd.20/10/08

6) Time extension NOC issued by MTS(II) vide letter dtd. 20/08/09 ORDER OF ASSESSMENT OF DEVELOPMENT CHARGES.

(OFFICE ORDER NO. CIDCO./ADM/2449/DATED/18/11/92)

Name of Assessee Location 2.

Land use 3 :-Residential Plot area 4

5. Permissible FSI :-1.5

AREA FOR ASSESSEMENT 6

FOR COMMERCIAL A)

Plot area i) ii) Built up area B) FOR RESIDENTIAL

i) Plot area

ii) Built up area **DEVELOPMENT CHARGES** 7.

A) FOR COMMERCIAL i) Plot area

ii) Built up area

ii)

FOR RESIDENTIAL , B) i)

Plot area Built up area

:-M/s Space Developers

:Plot no.53&54, Sector-34, at Kamothe (12.5% scheme).

:-1249.640 Sq. mtrs

:- 165.895 Sq.mtrs.. :- 248.842 Sq.mtrs.

:- 1083.745 Sq.mtrs.

:- 1625.280 Sq.mtrs

:- 165.895 Sq.mtrs. X Rs. 60/- = Rs. 9953.7 :- 248.842 Sq.mtrs. X Rs. 80/- = Rs. 19907.36

TOTAL = Rs. 29861.06

:- 1083.745 Sq.mtrs. X Rs. 30/- = Rs.32512.35 :- 1625.280 Sq.mtrs X Rs. 40/- = Rs. 65011.20

TOTAL = Rs. 97523.55

Total Assessed development Charges :-7(A)+7(B)=Rs. 127384.61 Say Rs.127385.00

21/08/2009 Date of Assessment 9) :- UPTO 26/02/2010 Due date of completion 10)

Development charges paid of i) Rs. 2850/- vide challan No.103250, dtd. 11/08/2008 &

ii) Rs. 128500/- vide Challan No. 103338, dtd. 31/01/09

This assessment order supercedes, the earlier Assessment Order No. 453/08-09, vide letter no. 3623 dtd. 20/01/09

Yours faithfully

(V. Venu Gopai) V 1710 Sr. Planne Sr. Planner (BP) Navi Mumbai & Khopta

AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

VAL", 2nd Floor, Nariman Point, npai - 400 021 (Reception) 00-91-22-6650 0900 00-91-22-6650 0928

00-91-22-2202 2509 / 6650 0933

HEAD OFFICE : CIDCO Bhavan, CBD-Belapur, Navi Mumbai - 400 614. PHONE : 00-91-22-6791 8100 FAX : 00-91-22-6791 8166

NO.

CIDCO/BP/ATPO/ 90 3 = 3 M/s Space Developers Plot No. 53 & 54, Sector-34, Kamothe, NAVI MUMBAI.

Date:

110049 -110049 3 1 AUG 200

> nsio ortg

er a

Sub:- Amended approval to revised plan for Residential Building on Plot no. 53&54, Sector-34 at Kamothe (12.5% scheme), Navi Mumbai.

REF:-1) Your architect's application dated 05/03/09 & 20/08/09.

2) Final Transfer order has been issued by M(TS) vide letter dtd.15/01/2009 3) Amalgation NOC issued by MTS vide letter dtd. 21/07/2008

4) 50% IDC paid vide Challan no. 103337, dtd. 13/01/2009 Rs. 6,25000/-5) Fire NOC has been issued by Fire Officer vide letter No. dtd.20/10/08

6) Time extension NOC issued by MTS(II) vide letter dtd. 20/08/09

Dear Sir.

Please refer to your application for amended approval for Residential Building on Plot no.53&54, Sector -34 at Kamothe (12.5% scheme), Navi Mumbai.

The development permission is hereby granted to construct Residential Building on the plot mentioned above.

The commencement certificate as required under section 45 of the Maharashtra Regional and Town Planning Act, 1966 is also enclosed herewith for the structures referred above.

The Developer / individual Plot Owner should obtain the proposed finished road edge level from the concerned Nodal Executive Engineer. The Developer/ Plot Owner to ensure that the finished plinth level of the proposed buildings / shops to be minimum 750 mm above the proposed finished road edge level. In case, the building is having stilt, the finished stilt level to be minimum 300 mg above the road edge level.

The approval for plumbing services i.e. drainage and water supply shall be separately obtained by the applicant from the Executive Engineer, Kamothe, CIDCO prior to the commencement of the construction Work.

You will ensure that for every 50 no. of flats, two wheeled bins of HDPE material and of capacity 240 liters each (1 no. for Dry and 1 No. for Wet Garbage) will be provided at site before seeking occupancy certificate.

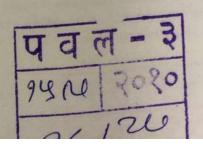
You will ensure that the building materials will not be stacked on the road during the construction period.

Since, you have paid 50% IDC amounting Rs.625000/- vide challan no.103337 dtd.13/01/09, you may approach to the Office of Executive Engineer (Kamothe) to get the sewerage connection to your plot.

Thanking you,

Yours faithfully,

(V. Venu Gopal) Sr. Planner (BP) Navi Mumbai & Khopta



AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

MAL". 2nd Floor, Nariman Point, nbal - 400 021 (Reception) 00-91-22-6650 0900 00-91-22-6650 0928 00-91-22-2202 2509 / 6650 0933

HEAD OFFICE : CIDCO Bhavan, CBD-Belapur, Navi Mumbai - 400 614. PHONE : 00-91-22-6791 8100 : 00-91-22-6791 8166 FAX

3 1 AUG 200

110049

-11004

ns ort er

Date:

CIDCO/BP/ATPO/ 90 3 = 3 To. M/s Space Developers

Plot No. 53 & 54, Sector-34, Kamothe, NAVI MUMBAL

Sub:- Amended approval to revised plan for Residential Building on Plot no. 53&54, Sector-34 at Kamothe (12.5% scheme), Navi Mumbai.

REF:-1) Your architect's application dated 05/03/09 & 20/08/09.

2) Final Transfer order has been issued by M(TS) vide letter dtd.15/01/2009 3) Amalgation NOC issued by MTS vide letter dtd. 21/07/2008

4) 50% IDC paid vide Challan no. 103337, dtd. 13/01/2009 Rs. 6,25000/-5) Fire NOC has been issued by Fire Officer vide letter No. dtd.20/10/08

6) Time extension NOC issued by MTS(II) vide letter dtd. 20/08/09

Dear Sir.

NO.

Please refer to your application for amended approval for Residential Building on Plot no.53&54, Sector -34 at Kamothe (12.5% scheme), Navi Mumbai.

The development permission is hereby granted to construct Residential Building on the plot mentioned above.

The commencement certificate as required under section 45 of the Maharashtra Regional and Town Planning Act, 1966 is also enclosed herewith for the structures referred above.

The Developer / individual Plot Owner should obtain the proposed finished road edge level from the concerned Nodal Executive Engineer. The Developer/ Plot Owner to ensure that the finished plinth level of the proposed buildings / shops to be minimum 750 mm above the proposed finished road edge level. In case, the building is having stilt, the finished stilt level to be minimum 300 mm above the road edge level.

The approval for plumbing services i.e. drainage and water supply shall be separately obtained by the applicant from the Executive Engineer, Kamothe, CIDCO prior to the commencement of the construction Work.

You will ensure that for every 50 no. of flats, two wheeled bins of HDPE material and of capacity 240 liters each (1 no. for Dry and 1 No. for Wet Garbage) will be provided at site before seeking occupancy certificate.

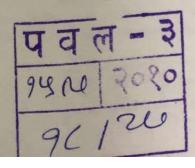
You will ensure that the building materials will not be stacked on the road during the construction period.

Since, you have paid 50% IDC amounting Rs.625000/- vide challan no.103337 dtd.13/01/09. you may approach to the Office of Executive Engineer (Kamothe) to get the sewerage connection to your plot.

Thanking you,

Yours faithfully,

(V. Venu Gopal) Sr. Planner (BP) Navi Mumbai & Khopta



any of

permission is hereby granted under section-45 of the Malarashtra Regional and Town planning Act., 1966 (Maharashtra XXIVII) of 1966 to

m/s space Developers.

This Plan No. 53 & 524 Road No. - Sector 34 Node Kums The of

Navi Mumbai. As per the approved plans and subject to the following conditions for the

development work of the proposed Residential Building (Grafilog ±13th floor) Resi. BUA = 1625. 280 pm² 2 Tatal RUA = 1874.122 m² -

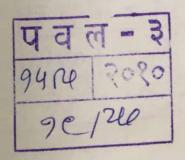
(Nos. of Residential Units 48 Nos. of Commercial units 1)

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

- The development work in respect of which permission is granted lia) certificate is not carried out or the use thereof is not in accordance Sanctioned plans
- Any of the conditions subject to which the same is granted libi restrictions imposed upon by the Corporation is contravened
- The Managing Director is satisfied that the same is obtained by the 1101 through fraud or Misrepresentation and the applicant and/or any person der title under him, in such an event shall be deemed to have carried out the development work in contravention of section-43 or 45 of the Maharashtra Regional and Town Planning Act-1966.

The applicant shall:

- Give a notice to the Corporation for completion of development work upto plinth 2(a) level, atleast 7 days before the commencement of the further work.
- Give written notice to the Corporation regarding completion of the work 2(1)
- Obtain Occupancy Certificate from the Corporation 2(0)
- Permit authorised officers of the Corporation to enter the building or premises 2(1) for which the permission has been granted, at any time for the purpose of ensuring the building control Regulations and conditions of this certificate
- The structural design, building materials, installations, electrical installations etc. Shall be in accordance with the provision (except for provision in respect of floor area ratio) as prescribed in the National Building Code or and for GDCR: - 1975 in force
- The Certificate shall remain valid for period of 1 year from the date of its issue, thereafter revalidation of the same shall be done in accordance with provision of Section-48 of MRTP Act- 1966 and as per regulation no.16.1(2) of the GDCRs - 1975.



The conditions of this certificate shall be binding not only on the applicant but also on its The condition of every person deriving title through or under him

A certified copy of the approved plan shall be exhibited on site

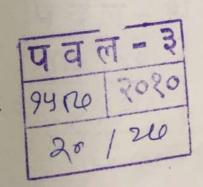
The amount of Rs 65001- deposited with CIDCO as security deposit shall be The amount of the conditions attached to the permission covered by the Corporation for breach of any of the conditions attached to the permission covered by the Commencement of any of the Commencement Certificate. Such forfeiture shall be without prejudice to any other remedy or right of

Every Building shall be provided with under ground and over head water tank. The capacity of the tanks shall be as per norms fixed by CIDCO In case of high rise buildings under ground and over head water tank shall be provided as per the fire fighting requirements of CIDCO. The applicant shall seek approval of the EE(Water Supply) of ciDCO in respect of capacity of domestic water tanks. The applicant shall seek approval of the Fire Officer of CIDCO in respect of capacity of water tanks for the

You shall approach Executive Engineer, M.S.E.B. for the power requirements.

As per Gevt. of Maharashtra mer torandum vide No.TBP/4393/1504/C4-187/94 UD 11/RDP. Dated 19th July, 1994 for all buildings following additional conditions shall apply

- As soon as the development permission for new construction or re-development is obtained by the Owners/Developer, he shall install a 'Display Board on the conspictious place on site indicating following details -
- Name and address of the owner/developer, Architect and Contractor
- Survey Number/City survey Number, Plot, Number/Sector & Node of Land under reference along with description of its boundaries
- Under Number and date of grant of development permission of re-development permission issued by the Planning Authority or any other authority.
- Number of Residential flats/Commercial Units with areas di
- Address where copies of detailed approved plans shall be available for inspection
- A notice in the form of an advertisement, giving all the detailed mentioned in (i) 11 above, shall be published in two widely circulated newspapers one of which should be in regional language



दिल्ली IW De

o.in 014 As per the notification dtd. 14th September 1999 and amendment on 27th August 2003, issued by Ministry of Environment & Forest (MOEF), Govt. of India and as per Circular issued by Urban Development Deptt, Govt. of Maharashtra, vide No FAR/102004/160/P.No.27/UD-20, dtd. 27/02/2004, for all Buildings following additional condition shall apply

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

- As directed by the Urban Development Deptt. Government of Maharushtra, under Section-154 of MR&TP Act-1966 and vide Provision No. TPB 432001/2133/CR-12 230/01/UD-11, dated 10/03/2005, for all buildings greater than 300.00 Sq.m. following additional condition of Rain Water Harvesting shall apply
 - All the layout open spaces / amenities spaces of Housing Society and new construction / reconstruction / additions on plots having area not less than a) 300.00 Sq.m. shall have one or more Rain Water Harvesting structures having minimum total capacity as detailed in schedule (enclosed.)

Provided that the authority may approve the Rain Water Harvesting Structures of specifications different from those in Schedule, subject to the minimum capacity of Rain Water Harvesting being ensured in each case

- The owner / society of every building mentioned in the (a) above shall ensure that the Rain Water Harvesting structure is maintained in good lepair for storage of water for non potable purposes or recharge of groundwater at all times.
- The Authority may impose a levy of not exceeding Rs. 100/- per armum for every 100 Sq.m. of built up area for the failure of the owner of any building mentioned in the (a) above to provide or to maintain Rain Water Harvesting structure c) required under these byelaws.

ADDL. TOWN PLANNING OFFICER Navi Mumbai & Khopta

ड नं. 1

3683)

7-1. ion-1,

,3@s

RACI

Date:

C.C.TO: ARCHITECT

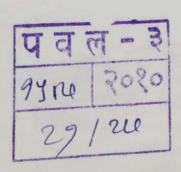
mis Dimensions Vashi

C.C. TO: Separately to :

M(TS) 1.

EE(KHRAPNL/KLM/DRON) 2. 3.

EE(WS)



SCHEDULE

RAIN WATER HARVESTING

water Harvesting in a building site includes storage or recharging into nd of rain water falling on the terrace or on any paved or unpaved surface in the building site.

(683)

7-1,7 ion-1.

LACI

The following systems may be adopted for harvesting the rain water drawn from terrace and the paved surface.

Open well of a minimum of 1.00 mt. dia and 6 mt. in depth into (i) which rain water may be channeled and allowed after filtration for removing silt and floating material. The well shall be provided with ventilating covers. The water from the open well may be used for non potable domestic purposes such as washing, flushing and for watering the garden etc.

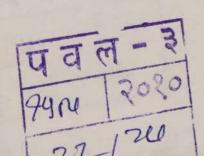
Rain water harvesting for recharge of ground water may be done (ii) through a bore well around which a pit of one metre width may be excavated upto a depth of at least 3.00 mt. and refilled with stone aggregate and sand. The filtered rain water may be channeled to

the refilled pit for recharging the borewell.

An impervious surface /underground storage tank of required (iii) capacity may be constructed in the setback or other open space and the rain water may be channeled to the storage tank. The storage tank shall always be provided with ventilating covers and shall have draw off taps suitably placed so that the rain water may be drawn off for domestic, washing gardening and such other. purposes. The torage tanks shall be provided with an overflow

- The surplus rain water after storage may be recharged into ground through percolation pits or trenches or combination of pits and (iv) trenches. Depending on the geomorphological and topographical condition, the pits may be of the size of 1.20 mt. width X 1.20 mt length X 2.00 mt. to 2.50 mt. depth. The trenches can be or 0.60 mt. width X 2.00 to 6.00 mt. length X 1.50 to 2.00 mt. depth. Terrace water shall be channeled to pits or trenches. Such pits or trenches shall be back filled with filter media comprising the following materials.
 - a) 40 mm stone aggregate as bottom layer upto 50% of the depth;
 - b) 20 mm stone aggregate as lower middle layer upto 20% of the .
 - c) Coarse sand as upper middle layer upto 20% of the depth;
 - d) A thin layer of fine sand as top layer;

ROTA/H-984(B)(400-03-2005)-3



c) Top 10% of the pits/trenches will be empty and a splash is to be provided in this portion in such a way that roof top water falls on the splash pad.

f) Brick masonry wall is to be constructed on the exposed surface of pits/trenches and the cement mortar plastered.

The depth of wall below ground shall be such that the wall prevents lose soil entering into pits/trenches. The projection of the wall above ground shall atleast be 15 cms.

- g) Perforated concrete slabs shall be provided on the pits/trenches.
- (v) If the open space surrounding the building is not paved, the top layer upto a sufficient depth shall be removed and refilled with course sand to allow percolation of rain water into ground.

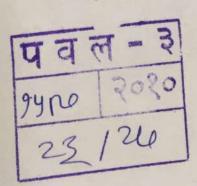
The terrace shall be connected to the open well/borewell/storage tank/recharge pit/trench by means of HDPE/PVC pipes through filter media. A valve system shall be provided to enable the first washings from roof or terrace catchment, as they would contain undesirable dirt. The mouths of all pipes and opening shall be covered with mosquito (insect) proof wire net. For the efficient discharge of rain water, there shall be at least two rain water pipes of 100 mm dia mtr. for a roof area of 100 sq.mt.

Rain water harvesting structures shall be sited as not to endanger the stability of building or earthwork. The structures shall be designed such that no dampness is caused in any part of the walls or foundation of the building or those of an adjacent building.

The water so collected/recharged shall as far as possible be used for non-drinking and non-cooking purpose.

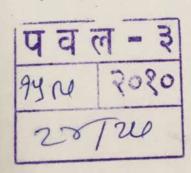
Provided that when the rain water in exceptional circumstances will be of izer for drinking and/or cooking purpose, it shall be ensured that proper filter arrangement and the separate outlet for by passing the first rain-water has been provided.

Provided further that it will be ensured that for such disinfectants and the water purification arrangements have











i. 16683

, नई दि

1, New

PC/2

e: 23/

. P

op

ac

11112 120

दस्त गोषवारा भाग-1

पवल3

दस्त क्र 1587/2010

28/20

सह दु.नि.पनवेल 3 1587/2010

दुय्यम निबंधकः

6: कार: करारनामा

पक्षकाराचा प्रकार क्रारचि नाव व पत्ता लिहून घेणार

भिजीत नारायण - -्रीम्जार नं: 536, सरिता विहार , न्यु दिल्ली स्ताः -

वय सही छायाचित्र

अंगठ्याचा ठसा





को ह

R: AGHPN 5584D

स्पेस डेव्ह. तर्फे भागीदार जेराम शामजी पटेल -

बर/फ़लॅट नं: प्लॉट नं 53, 54, से 34, कामोठे

रस्ताः -ीचे नावः --

वे नावः -

京 --居त: -何:-

त नं: --साहत: ---गाव:-

लिहून देणार

वय 30

सही







नुष्यम निष (वर्ग-२)

