



Thursday, July 15, 2004

4:22:22 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 6768

गावाचे नाव ऐरोली

दिनांक 15/07/2004

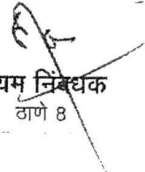
दस्तऐवजाचा अनुक्रमांक टनन 06778 - 2004

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: मिथिलेश सर्वदेव तिवारी

नोंदणी फी	:	9000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (26)	:	520.00
एकूण	रु.	9520.00

आपणास हा दस्त अंदाजे 4:37PM ह्या वेळेस मिळेल


दुय्यम निबंधक
ठाणे 8

बाजार मुल्य: 512295 रु. मोबदला: 900000रु.

भरलेले मुद्रांक शुल्क: 28750 रु.

देयकाचा प्रकार : चलनाने;

चलन क्रमांक: 7; रक्कम: 9000 रु.; दिनांक: 13/07/2004



दस्तावेजांक व वर्ष: 6778/2004

Thursday, July 15, 2004

4.24 49 PM

दुय्यम निबंधक: ठाणे 8

सूची क्र. दोन INDEX NO. II

नोंदणी 63 म

Regn 63 m.e.

गावाचे नाव : ऐरोली

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 900,000.00
बा.मा. रु. 512,295.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) वर्णन: ऐरोलि. सेक्टर. 8 ए. सदनिका नं. 603. 6 वा मजला. यश पॅराडाइज बिल्डींग.
(1)570 स्के. फुट सुपर बिल्ट अप
- (3) क्षेत्रफळ
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) दिनेश बाळकृष्ण कोकाटे ; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: ऐरोलि. सेक्टर. 8 ए. ; तालुका: नवी मुंबई ; पिन: -; पॅन नम्बर: ACWPK6533G.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) मिथिलेश सर्वदेव तिवारी ; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: ऐरोलि. सेक्टर. 16; तालुका: नवी मुंबई ; पिन: -; पॅन नम्बर: ACAPT6530G.
(2) अर्चना मिथिलेश तिवारी ; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: सदर ; तालुका: -; पिन: -; पॅन नम्बर: ADLPT0315P.
- (7) दिनांक करून दिल्याचा नोंदणीचा
- (8) 15/07/2004
15/07/2004
- (9) अनुक्रमांक, खंड व पृष्ठ 6778 /2004
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 28750.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 9000.00
- (12) शेर

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दुय्यम निबंधक ठाणे क्र. ८

DELIVERED

नमूना क्र. १) (Fin. R. Form No. 1)

5

सर्वसा. १११ मड.
Gen 113 (re)

मूल प्रत
ORIGINAL COPY

[अहस्तांतरणीय]
[NOT TRANSFERABLE]

शासनास केलेल्या प्रदानाची पावती
RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place..... Vashi दिनांक/Date..... 14/7/04..... यांच्याकडून/

Received from..... Mithilesh S. Tiwari
र./Rs..... 28,250/- Rupees Twenty Eight Thousand

on account of..... Sachin Kulkarni P. B. B. B. याकरिता मिळाले.

रोखपाल व लेखापाल
Cashier or Accountant.



ROPER OFFICER
[Signature] AR
[Designation] CASHIER

वे.का.मु.-२०,००,०००-१०-२००३-पीएच -बि (बाय) ७२० (निळा)
नोंदणी महानिरीक्षक व मुद्रांक नियंत्रक,
महाराष्ट्र राज्य

नियम क्र. नि. ११२
[नियम ११२ पैदा]
चलन क्रमांक

प्रधानशीर्ष : ००३० मुद्रांक व नोंदणी फी

या ठिकाणी कोषागारात/उपकोषागारात भरण्यात आलेल्या रोख रकमेचे चलन भारतीय स्टेट बँकेमध्ये/भारतीय रिझर्व बँकेमध्ये

भरणा करणाऱ्याने भरावयाचे	विभागीय अधिकाऱ्याने किंवा कोषागाराने भरावयाचे	कोषागाराने/उपकोषागाराने/भारतीय रिझर्व बँकेने/भारतीय स्टेट बँकेने/हद्राबाद स्टेट बँकेने भरावयाचे
जिच्यावतीने रक्कम भरण्यात आली आहे त्या व्यक्तीचे नांव/पदनाम आणि पत्ता <u>Mithilesh Tiwari,</u> <u>AL 5/27-10, Ashoka Apprs.,</u> <u>Sector 16, Asoli, Navi Mumbai</u>	लेखाचे वर्गीकरण विभाग : नोंदणी व मुद्रांक विभाग प्रधानशीर्ष : ००३० मुद्रांक व नोंदणी फी उपप्रधानशीर्ष : ०३ नोंदणी फी	रक्कम मिळाली रूपये (आकड्यात) रूपये (शब्दात) भारतीय स्टेट बँक/बँक STATE BANK OF INDIA रोकड/CASH
भरणा करण्यासंबंधीच्या प्राधिकारपत्राचा तपशील आणि भरणा करण्याचा उद्देश दस्तावेज नोंदणी फी	गौणशीर्ष : १०४ दस्तऐवजाच्या नोंदणीसाठी फी सर्वसाधारण वसुली	कोषपात्र : Rs. <u>१०००/-</u> लेखापाल : <u>13 IIII 2004</u>
भरणा केलेली रक्कम (अक्षरी) रूपये <u>28,250/-</u>	संगणक संकेतांक <u>0 0 3 0 0 1 5 2 0</u>	S. No. <u>13 IIII 2004</u> Cashier कोषागार/उपकोषागार अधिकारी बँकेचा व्यवस्थापक <u>Vashi Turbhe Br., Navi Mumbai</u> <u>वशी तुर्भे शाखा, नवी मुंबई</u>
भरणा करणाऱ्याची स्वाक्षरी दिनांक <u>13/7</u>	बरोबर आहे, पैसे स्वीकारावे व पावती द्यावी. <u>13/7</u> दिनांक <u>13/7</u>	दिनांक

* येथे कोषागारात/बँकेत रक्कम भरणा करण्याबाबत आदेश देणाऱ्या अधिकाऱ्याचा रबरी शिक्का ठसवावा.

उत्तर - 1

₹ 28,75,000/- Twenty eight thousand seven hundred and fifty only
M. Mithalshah S. Tiwari
Vashi

8992811

19/7/04
PRINCE OF COUR
SUB-REGISTRAR
THANE-3 (VASHI)

AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at Airoli, Navi Mumbai, on this 15th day of July 2004

BETWEEN Mr. DINESH BALKRISHNA KOKATE

P.A.N. ACWPK 6533G

an adult, Indian inhabitant, residing at Flat No. J-603, Yash Paradise, Sector-BA, DIVE- Airoli Node, Navi Mumbai

hereinafter for brevity's sake called and referred to as " THE VENDOR/TRANSFEROR "

(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the ONE PART AND

SELLER
[Signature]



OFFICE OF THE SUB-REGISTRAR
VASHI, DIST.- THANE
MAR/REG/02/YEAR - 2000

377-6
Executed R-22
2004

3722 SPECIAL REGISTER
153458 JUNE 14 2004
R. 0028750 PB 0102
INDIA STAMP DUTY MAHARASHTRA

Mr. MITHILESH SARVDEO TIWARI, age-35 years

P.A.N. ACCAPT5530G
ACAPT5530G

Agman

& Mrs. ARCHANA MITHILESH TIWARI, age-33 years

P.A.N. ADLPT0315P

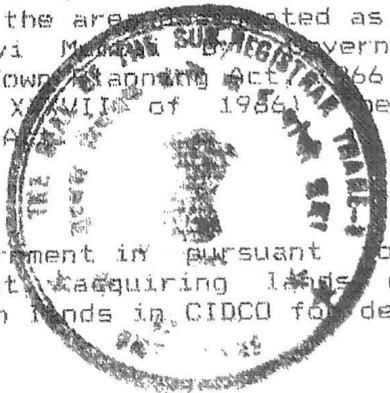
an adult, Indian inhabitant, at present residing at
AL5/27/10, Sector-16, Airoli, Navi Mumbai-400 708

hereinafter for brevity's sake called and referred to
as 'THE PURCHASERS/TRANSFEREES'

(which expression shall unless it be repugnant to the
context or meaning thereof, be deemed to mean and
include their heirs, executors, administrators and
assigns) of the OTHER PART.

WHEREAS:

1) The City and Industrial Development Corporation
of Maharashtra Ltd. (CIDCO) is the New Town Planning
Authority declared for the area designated as a Site
for New Town of Navi Mumbai by the Government of
Maharashtra Regional & Town Planning Act, 1966
(Maharashtra Act No. X of 1966) of 1966 hereinafter
referred to as the said Act.



2) The State Government in pursuance of Section
113(A) of the said Act, acquiring lands described
therein and vesting such lands in CIDCO for development
and disposal.

Agman

(Signature)

Fekari

277-6
2008/3-12
2008

3) Prior to the acquisition of the land by the Special Land Acquisition Officer Metro Centre-I, Thane for Development and utilization of the land in Trans-Thane Creek Area for Industrial, Commercial and residential purposes, Shri. Raghunath Bokya Keni and several others of Village-Dive were absolutely seized and possessed of or otherwise well and sufficiently entitled to pieces of Agricultural land at Village-Dive, Node-Airoli, Navi Mumbai.

4) The Special Land Acquisition Officer, Metro Centre-I, acquired the several pieces of land by declaring diverse awards. The land so acquired by the Special Land Acquisition Officer, Metro Centre-I, by diverse Awards formed part of the plans of the City of Navi Mumbai.

5) The Government of Maharashtra took the decision vide Urban Development Department, Government Resolution No. LQN/1985/1710/CR-217/85/NEW/10, dated: 6th March, 1990, and subsequent Government Decision vide No. CID/1094/2094/PK-287/NEW/10 Dated: 28th October, 1994 to grant 12.5% in lieu of the land acquired for New Mumbai City Project to the Villagers whose lands were acquired for development of the Navi Mumbai.

6) Pursuant to the said Government Decision and in response to the Application by the concerned Villagers on diverse dates for grant of 12.5% land in lieu of their respective land acquired for the Navi Mumbai City Project the CIDCO by its various Intent letters decided to allot different plots to the concerned Villagers.

7) The concerned Villagers to whom the Plots were decided to be allotted by the CIDCO were required to pay the lease premium within the stipulated period to CIDCO and due to the financial difficulties and various other constraints the villagers were not in a position to pay the said amount to the CIDCO within the stipulated period and therefore, approached the Developers M/s. ELEGANT CONSTRUCTIONS through its Proprietor Mr. Vikrant Vikas Raiker, carrying on business of Builders and Developers under the Proprietary firm name and style of M/s. Elegant Constructions and having his office at Hotel-Pearl, D.K. Sandu Marg, Chembur, Mumbai-400 712, (hereinafter called the "DEVELOPERS")

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PURCHASER

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and requested the Developer to pay the said lease premium to the CIDCO on their behalf within the stipulated period, the Developer agreed to pay the said lease premium and other charges to the CIDCO on the concerned villagers agreeing and undertaking to entrust the development work of the said plot of land to the Developer as and when the allotment letters and the Agreement to Lease would be executed by the CIDCO in favour of the said concerned villagers.

8) Pursuant to the said request of the Villagers and the Understanding arrived between the Villagers and the Developers, the Developers paid the entire lease premium in respect of the pieces or parcels of land agreed to be allotted by the CIDCO to the concerned villagers to the CIDCO Authority on behalf of the said villagers as a result of which the said villagers became entitled for the final allotment of the said plot of land and Agreement to Lease and possession of the said plot of land.

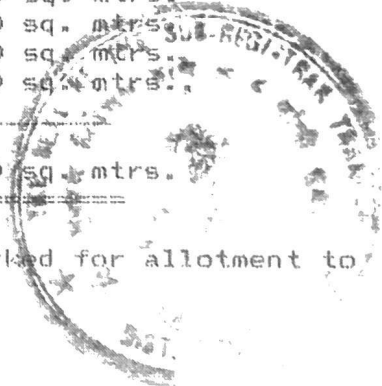
9) The concerned villagers desired to have combined development of the said plots and therefore, requested the CIDCO to allot combine Plot.

10) Pursuant to the request of the concerned villagers, the CIDCO agreed to combine the plots, proposed to be allotted by the CIDCO to different villagers into four plots namely -

Plot No. 4 Admeasuring	4600 sq. mtrs.
Plot No. 5 Admeasuring	4700 sq. mtrs.
Plot No. 6 Admeasuring	2250 sq. mtrs.
Plot No. 7 Admeasuring	750 sq. mtrs.

Total Area : 12,300 sq. mtrs.

and combined Four Plots were earmarked for allotment to different Villagers.



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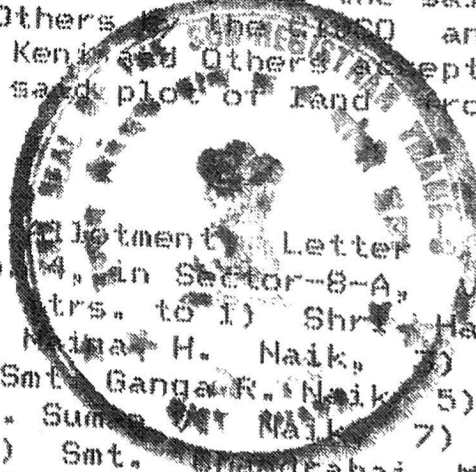
PURCHASER

रतन-१	
२००८	५/२२
० २	

11) The CIDCO by Allotment Letter dated: 29th October, 2001, allotted Plot No. 7, in Sector-8-A, Village-Dive Admeasuring 750 sq. mtrs. to Shri. Raghunath Bokya Keni, Shri. Zulya Bokya Keni, Smt. Ratan Zuiya Keni, Smt. Shubhabai Kisan Madhavi, Smt. Bhagabai Sukrya Keni, Shri. Deepak Sukrya Keni and Shri. Devendra Sukrya Keni, on the terms and conditions contained in the said allotment letter dated: 29th October, 2001

12) By Agreement to Lease dated: 28th January, 2002, made between the CIDCO therein called the Corporation of One Part and the said Shri Raghunath Bokya Keni and Others therein called the Licensees of the Other Part, whereby the CIDCO granted the license of the said plot of land bearing Plot No.7, Admeasuring 750 sq.mtrs. for the purpose of constructing a building for residential user and permitted them to occupy the said land from the date of execution of the said Agreement to lease on the terms and conditions contained therein. The said Agreement to lease has been registered in the office of the Sub-Registrar of Assurances at Thane No. III, under serial No. 1832 on 18th February, 2002.

13) Simultaneously with the execution of the said Agreement to Lease dated: 28th January, 2002, the CIDCO delivered the vacant and peaceful possession of the Plot No. 7 in Sector-8-A, Dive Village to the said Shri Raghunath Bokya Keni and Others. The said Shri. Raghunath Bokya Keni and Others accepted the vacant possession of the said plot of land from the CIDCO.



14) The CIDCO by Allotment Letter dated: 19/03/2001 allotted Plot No. 4, in Sector-8-A, Village Dive Admeasuring 4600 sq. mtrs. to 1) Shri. Haribhau Kundalik Naik, 2) Smt. Mangal H. Naik, 3) Shri. Raghunath Kundalik Naik 4) Smt. Ganga K. Naik 5) Shri. Vishwanath K. Naik 6) Smt. Sumant Naik 7) Shri. Dattaram Dagadu Koli, 8) Smt. Chandrabai Mahadeo Sharkar, 9) Smt. Devobai S. Madhavi 10) Smt. Indubai Namdeo Patil 11) Smt. Ambibai Shinwar Patil, 12) Shri. Kashinath Jagan Patil 13) Smt. Narmada K. Patil 14) Shri. Shantaram Hari Patil 15) Smt. Radhabai S. Patil

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16) Shri. Damu Manakya Patil, 17) Smt. Shantibai D. Patil 18) Shri Laxman Namdeo Patil 19) Smt. Durgabai Tukaram Patil 20) Smt. Champubai Dattu Patil, 21) Shri. Deepak Dattu Patil 22) Smt. Kalpana Deepak Patil, 23) Shri. Ramesh Dattu Patil, 24) Shri. Harishchandra K. Patil, 25) Shri Babu Dharma Patil, 26) Smt. Ganubai Babu Patil, on the terms and conditions contained in the said Allotment Letter dated: 19/03/2001.

15) By Agreement to Lease dated: 15/04/2002, made between the CIDCO therein called the Corporation of One Part and the said Shri. Haribhau Kundalik Naik and Others therein called the Licensees of the Other Part, whereby the CIDCO granted the licence of the said plot of land bearing Plot No. 4, admeasuring 4600 sq. mtrs. for the purpose of constructing a building for residential user and permitted them to occupy the said land from the date of execution of the said Agreement to Lease on the terms and conditions contained therein. The said Agreement to Lease has been Registered in the office of the Sub-Registrar of Assurances at Thane No. III, under Serial No. 5406/2002 on 29/05/2002.

16) Simultaneously with the execution of the said Agreement to Lease dated: 15/04/2002, the CIDCO delivered the vacant and peaceful possession of the Plot No. 4, in Sector-8-A, Dive-Village, to the said Shri. Haribhau Kundalik Naik and Others by the CIDCO and the said Shri. Haribhau Kundalik Naik and Others accepted the vacant possession of the said plot of land from the CIDCO.

17) The CIDCO by Allotment Letter dated: 05/04/2002 allotted Plot No. 5, in Sector-8-A, Dive Admeasuring 4700 sq. mtrs. to 1) Shri. Shantaram G. Madhavi, 2) Smt. Ratnaprabha S. Madhavi, 3) Shri. Nandkumar G. Madhavi, 4) Smt. Mankubai N. Madhavi, 5) Shri. Pradeep N. Madhavi, 6) Smt. Bhayatri F. Madhavi, 7) Ms. Anita S. Madhavi 8) Smt. Gangubai Tukaram Madhavi 9) Shri. Dagdu Tukaram Madhavi 10) Smt. Manorama D. Madhavi 11) Shri. Ravindra Tukaram Madhavi 12) Smt. Rajani R. Madhavi 13) Ms. Padma Tukarma Madhavi 14) Smt. Banubai Vasant Keni, 15) Shri. Vilas Tukaram Madhavi, 16) Smt. Vaishali V. Madhavi, 17) Smt. Laxmibai Aitwar Patil, 18) Shri. Baliram Aitwar Patil, 19) Smt. Kalpana B Patil (20) Shri. Dnyaneshwar Aitwar Patil, 21) Shri. Chandrakant Aitwar Patil, on the terms and conditions contained in the said allotment letter dated: 05/04/2001.

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18) By an Agreement to Lease Dated: 10-5-2002 made between the CIDCO therein called the Corporation on the One Part and the said Shri. Shantaram Madhavi and Others therein called the Licencees of the Other Part, whereby the CIDCO granted the Licence of the said plot of land bearing Plot No. 5, Admeasuring 4700 sq. mtrs. for the purpose of the constructing a building for residential user and permitted them to occupy the said land from the date of execution of the said Agreement to Lease of the terms and conditions contained therein. The said Agreement to Lease has been registered in the office of the Sub-Registrar of Assurance at Thane No. III, Serial No. 5440/2002 on 30/05/2002.

19. Simultaneously with the execution of the said Agreement to Lease dated: 10/05/2002, the CIDCO delivered the vacant and peaceful possession of the Plot No. 5, in Sector B-A, Dive Village to the said Shri. Shantaram G. Madhavi and others accepted the vacant possession of the said plot of land from the CIDCO.

20) The CIDCO by Allotment Letter dated: 03/04/2002 allotted Plot No. 6, in Sector-8-A, Village- Dive, admeasuring 2250 sq. mtrs. to 1) Shri. Kisan Mangalya Madhavi 2) Smt. Vithaabai Kisan Madhavi 3) Shri. Laxman Mangalya Madhavi 4) Smt. Gulab Laxman Madhavi 5) Smt. Gulab Vithal Patil 6) Shri. Tukaram Rama Madhavi 7) Smt. Jana Tukaram Madhavi 8) Shri. Gajanan Rama Madhavi 9) Smt. Meena Gajanan Madhavi 10) Smt. Barkubai Ganesh Kharkar, 11) Smt. Aruna Sadanand Patil 12) Kum. Sangeeta Rama Madhavi 13) Shri. Deoram Rama Patil 14) Smt. Vimal Deoram Patil 15) Smt. Halibai Narayan Patil 16) Shri. Vasudev D. Patil 17) Smt. Bebi V. Madhavi 18) Shri. Madan Atmaram Madhavi 19) Smt. Kamala M. Madhavi 20) Smt. Jamunabai V. Madhavi 21) Shri. Rajaram Atmaram Madhavi 22) Smt. Kusum R. Madhavi 23) Smt. Hirabai Dasharath Patil 24) Smt. Kamalabai Lalchand Patil 25) Smt. Sudha Ramesh Madhavi 26) Shri. Mukesh Ramesh Madhavi 27) Shri. Mithun Ramesh Madhavi and 28) Master Prasant Ramesh Madhavi guardian mother Smt. Sudha Ramesh Madhavi, on the terms and conditions contained in the said allotment letter dated: 03/04/2001.

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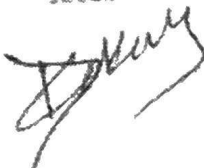
21) By Agreement to Lease dated: 02/05/2002 made between the CIDCO therein called the Corporation of One Part and the said Shri. Kisan Manglya Madhavi and Others therein called the Licensees of the Other Part, whereby the CIDCO granted the licence of the said Plot of land bearing Plot No. 6, admeasuring 2250 Sq. mtrs for the purpose of constructing a building(s) for residential user and permitted them to occupy the said land from the date of execution of the said Agreement to Lease of the terms and conditions contained therein. The said Agreement to Lease has been registered in the office of the Sub-Registrar of Assurance at Thane No.III, under Serial No. 5501/ 2002 on 31/05/2002.

22) Simultaneously with the execution of the said Agreement to Lease dated: 02/05/2002 the CIDCO delivered the vacant and peaceful possession of the Plot No. 6 in Sector-8-A, Dive - Village to the said Shri. Kisan Manglya Madhavi and others by the CIDCO and the said Shri. Kisan Manglya Madhavi and others accepted the vacant possession of the said Plot of land from the CIDCO.

23) Pursuant to the application made by the said four plot holders for grant of exemption under Section 20 of the Urban Land (Ceiling & Regulation) Act 1976, the Competent Authority under the Provisions of the Urban Land (Ceiling & Regulation) Act, and Managing Director CIDCO exempted the said four plots under Section 20 of the Urban land (Ceiling Regulation) Act. 1976 vide Order No. CIDCO/ADM/ULC/2002/102, Dt. 23/05/2002, for Plot No. 4, Order No. CIDCO/ADM/ULC/2002/101, Dt.23-5-2002 for Plot NO. 5, Order No. CIDCO/ADM/ULC/2002/100 Dt 23/5/2002 for Plot No. 6 and Order No. CIDCO/ADM/ULC/2002 dt. 30/4/2002, for Plot No. 7, on the similar terms and conditions contained in the said Four Exemption Orders.

24) The Government of Maharashtra by Resolution dt. 28/9/1998, allowed the concerned Villagers to whom the land has been allotted or would be allotted under 12.5% Scheme in lieu of their respective land acquired for New Mumbai City Project have been given right and authority to sub-lease, transfer and/or assign the right of the said Agreement to Lease to any third person on payment of Rs. 750/- per Sq. Mtrs. to the CIDCO Authority.

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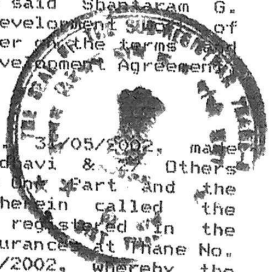


25) By Development Agreement dt. 14-02-2002 made between Shri. Raghunath Bokya Keni and others therein called the Owners of the One Part and the Developer herein as well as therein called the Developer of the Other Part, and registered in the office of the Sub-Registrar of Assurances at Thane No. III under Serial No. 1831 on 14 February 2002 whereby the said Shri. Raghunath Bokya Keni & Others entrusted the Development work of the said Plots No. 7, to the Developer on the terms and conditions contained in the said Development Agreement.

26) By Development Agreement dt. 28/05/2002, made between Shri. Haribhau Kundalik Naik and 25 others therein called the owners of the one part and the Developer herein as well as therein called the Developer of the Other Part, and registered in the Office of the Sub-Registrar of Assurance at Thane No. III, under Serial No. 5407, on the 29th May 2002, whereby the said Shri. Haribhau Kundalik Naik and Others entrusted the development work of the said Plot No. 4, to the Developer on the terms and conditions contained in the said Development Agreement.

27) By Development Agreement dt. 30/05/2002 made between Shri. Shantaram G. Madhavi and others therein called the Owners of the One Part and the Developers herein as well as therein called the Developer of the Other Part and registered in the Office of the Sub-Registrar of Assurance at Thane No. III, under Serial NO. 5440 on 30/05/2002 whereby the said Shantaram G. Madhavi and Others entrusted the development work of the said Plot No. 5 to the Developer on the terms and conditions contained in the said Development Agreement.

28) The Development Agreement dt. 31/05/2002, made between Shri. Kisan Manglaya Madhavi & Others therein called the Owners of the One Part and the Developer herein as well as therein called the Developer of the Other Part and registered in the office of the Sub-Registrar of Assurance at Thane No. III, under serial No. 5502 on 31/05/2002, whereby the said Shri. Kisan Manglaya Madhavi & Others entrusted the Development of work of the said Plot No. 6 to the Developer on the terms and conditions in the said Development Agreement.



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29) Thus by the aforesaid Four Development Agreements the Owners of the Plot Nos. 4, 5, 6 & 7 entrusted the development work of the said Four Plots to the Developers on the terms and conditions contained therein and all the said Development Agreement are valid and subsisting.

30) The Owners of the Plots No. 4, 5, 6 & 7 have mutually and amicably and from the convenience point of view decided to amalgamate the said four Plots into one Plot and then develop the same as one plot and therefore, by their joint application dt. 16/5/2002, addressed to CIDCO, requested CIDCO to grant necessary permission to amalgamate the said Four Plots into One Plot to enable them to develop the said 4 Plots as One Plot.

31) Pursuant to the said Application dt. 16/05/2002, for amalgamation the CIDCO by its letter dt. 21/06/2002 granted the necessary permission to amalgamate the said four plots i.e. Plots No. 4, 5, 6 & 7 into one Plot and Develop the same as amalgamated Plot on the terms and conditions contained in the said letter.

32) The Developers got the building plans for buildings No. I, J & K duly approved and sanctioned by Navi Mumbai Municipal Corporation vide No. NMMC/ TPO/ BP/3642 and obtained Commencement Certificate dt. 2/8/2002 vide No. NMMC/TPO/BP/3642.

33) The Developer has sole and exclusive right to dispose of the Shop/Flat/Car Parking Spaces in the proposed buildings on ownership basis on the terms and conditions contained in the above four Agreements to Lease and also on the terms and conditions contained in the exemption order issued by the CIDCO under Section 20 of the Urban Land (Ceiling & Regulations) Act and Development Agreements.



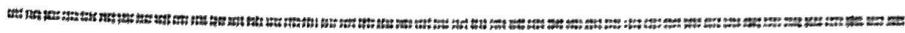
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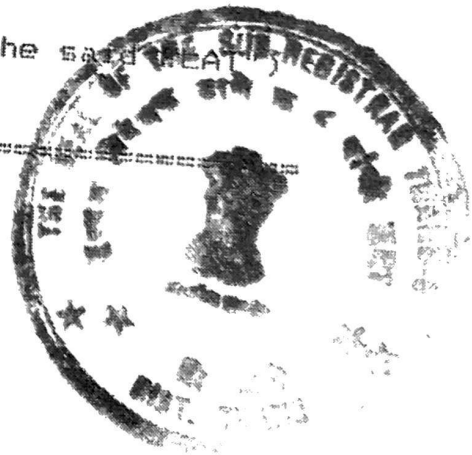
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AND WHEREAS:

By an Articles of Agreement made and entered on dated: 17th day of October, 2002 between the Developers M/s. ELEGANT CONSTRUCTIONS through its Proprietor of the One Part and the Purchaser (herein Vendor / Transferor) of the Other Part and the said Agreement has been registered with the Sub. Registrar, Thane-3 vide Document Srl. No. TMM3-10965 & Receipt No. 9092 Dated 28-10-2002 and the following Flat was allotted and handed over.



FLAT No. 603, on the Sixth Floor
Admeasuring : 570 sq.ft. Super Built-up Area
in the building No. 'J', known as YASH PARADISE
Building consisting of : Ground + 7 floors,
situated at Plot Nos. 4, 5, 6, 7
Sector-8A, AIROLI, Navi Mumbai, Dist-Thane
(hereinafter referred to as "the said flat")



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AND WHEREAS:

The Vendor/ Transferor agreed to sell and transfer all rights, title, interest, with shares, deposits and benefits in and upon the said Flat to and in favour of the Purchaser/Transferee for proper consideration as mutually agreed by and between the parties.

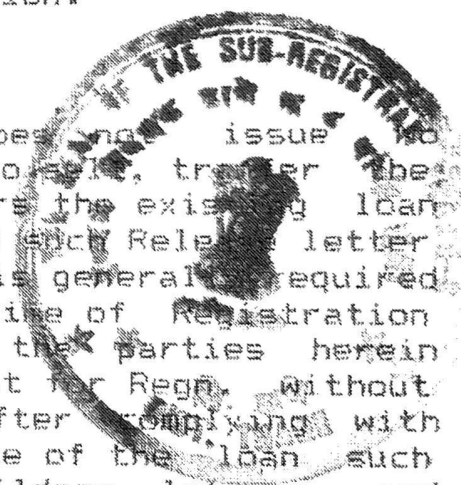
NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Vendor/Transferor shall sell, transfer and assign all his leasehold rights, title, interest, shares, deposits and benefits etc. to and in favour of the Purchaser/Transferee in respect of the Flat No.603, on the Sixth Floor, in the building No. J, Yash Paradise, situated at Plot Nos.4 to 7 Sector-8A, AIROLI, Navi Mumbai, District-Thane, for a consideration / lump sum price of Rs. 9,00,000/= (RUPEES NINE LACS ONLY)

2. The Purchaser/Transferee have agreed to make the payment in the following manner :-

- a) a sum of Rs. 1,00,000/= (Rupees One Lakh only) to be paid as PART PAYMENT on or before execution of these presents; and
- b) the Balance sum of Rs. 8,00,000/= (Rupees Eight Lacs only) to be paid on raising the Loan from the Bank/Financial Institution.

The Builders/Developers does not issue No Objection-cum-No Dues Certificate to sell, transfer the flat unless the Vendor repays/clears the existing loan already taken from Bank (ICICI) and such Release letter is obtained from ICICI (such NOC is generally required to be enclosed with documents at time of Registration with Sub. Registrar) Therefore, the parties herein have decided to lodge this Agreement for Regn. without Builder/Developer NOC, however, after complying with requisite formalities and clearance of the loan such letter will be obtained from builders later on and again Full Payment Agreement will be executed and lodged for registration to confirm the full payment.



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3. On receipt of full consideration/ payment from the Purchaser/Transferee; the Vendor/Transferor shall hand over the vacant, peaceful, actual physical possession of the said Flat to the Purchaser/Transferee and shall sign the Share Transfer Forms and all other relevant forms, undertakings and documents.

4. The Vendor/Transferor doth hereby agree, admit and declare that the said Flat and every part thereof is and are free and clear from all encumbrances, claim and demand whatsoever and the Vendor/Transferor have not mortgaged, charges, encumbered and dealt with or otherwise disposed of the said Flat or any part thereof in any manner whatsoever.

5. The Purchaser/ Transferee shall become the Member of the Society and shall abide by the rules, regulations and bye-laws of the said Society on admission as a Member(s) thereof and shall pay all contributions and dues proportionately.

6. The Vendor/Transferor shall pay all the outgoing including electricity, water, maintenance charges, payables and other liabilities whatsoever in respect of the said Flat to the concerned Authorities till the possession is handed over.

In the event of any such amount being recovered from the Purchaser/Transferee; then the Vendor/Transferor shall reimburse / pay the same to the Purchaser/Transferee.

7. The Vendors/ Transferors hereby declare that they have full rights and absolute authority to enter into this Agreement and that he not done or performed any act, deed, matter and thing whatsoever nature, whereby they may be prevented from entering into this Agreement and/or transferring the said Flat/ Shares as proposed to be done hereby or whereby the Purchaser/Transferee may be obstructed, prevented from enjoying the rights, intended to be conferred upon or to be transferred in favour of the Purchaser/Transferee or whereby the quiet and peaceful possession or proposed possession of the Purchaser /Transferee may be disturbed in respect of the said Flat.

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8. The Vendor/ Transferor further covenant with the Purchaser/Transferee that after receiving the full payment / consideration the Purchaser/Transferee shall thenceforth quietly and peacefully hold, possess and occupy and enjoy the said Flat premises without any hindrance, denial, demand, interruption of eviction, claim or demand by the Vendor/ Transferor or any other person or persons lawfully or equitably claiming through, under or in trust for the Vendor/Transferor.

9. The Purchaser/Transferee on taking over the physical possession of the said flat shall regularly pay all outgoing, taxes, assessments, duties, Society contributions etc. as applicable.

10. On receiving the full payment the Vendor/Transferor agrees to save, defend, keep harmless and indemnified the Purchaser/Transferee of and from and against all charges, arrears, previous claims and encumbrances whatsoever had, made, executed, occasioned or suffered by the Vendor/ Transferor or by any other person(s) lawfully, equitably claiming or the claim, by, from, under or in trust for them and also against all actions, proceedings, claims, demands and damages. The Vendor/Transferor shall indemnify and keep indemnified the Purchaser/Transferee for lack of title, claims or encumbrance till the date of execution of this Agreement in respect of the said Flat.

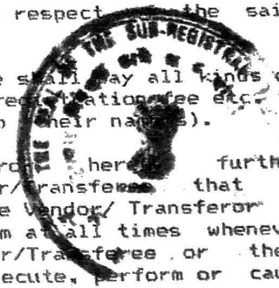
10. The Purchaser/Transferee shall pay all kinds of transfer charges, stamp duty, registration fee etc. to transfer the said Flat/Shares to their names).

11. The Vendor/Transferor hereby further covenant with the purchaser/transferee that on receiving the full payment, the Vendor/ Transferor shall sign, execute and perform at all times whenever called upon by the Purchaser/Transferee or their authorized person to do and execute, perform or cause to be done and executed and performed at the costs of the purchasers all such further and other lawful reasonable acts, deeds, things, assurances and writings whatsoever for further and more perfectly conveying and assuring the said Flat / shares unto and to the use of the purchasers/transferees as shall or may be reasonably required.

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SCHEDULE

ALL THAT piece or parcel of land known as Plot Nos. 4 + 3 + 6 + 7 by Admeasurement 4600 + 4700 + 2250 + 750 Square Meters (TOTAL: 12,300 SQ. MTRS.), or thereabouts in the Sector-8A of the layout of land situate, lying and being at AIRDLI Node, Taluka and District-Thane within the Registration District Thane and sub.District-Thane and bounded as follows:

On or towards the North by : 20 Mtr. wide Road

On or towards the South by : Plot No. 34 Reserved for School

On or towards the East by : Nalla & 20 Mtr.wide Road after Nalla

On or towards the West by : 3 Mtr. wide Pathway

SCHEDULE-II

FLAT No. 603, on the Sixth Floor
 Admeasuring : 570 sq.ft. Super Built-up Area
 (397 sq.ft. Carpet Area)

in the building-'J' known as YASH PARADISE

Building consisting of :Ground + 7 floors,

situated at Plot Nos. 4 To 7

Sector-8A, AIRDLI, Navi Mumbai, Dist-Thane

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SELLER
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[Signature] PURCHASER

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands on the day and the year first hereinabove written.

SIGNED & DELIVERED by the within named the 'VENDOR/TRANSFEROR'

Mr. DINESH BALKRISHNA KOKATE

in the presence of ...

1.

2.

SIGNED & DELIVERED BY THE

within named the 'PURCHASERS/TRANSFEREES'

Mr. MITHILESH SARVDED TIWARI & Mrs.ARCHANA M. TIWARI

in the presence of ...

1.

2.



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RECEIPT

RECEIVED of and from the within named Transferees/

Purchasers Mr. MITHILESH SARVDEO TIWARI &
Mrs. ARCHANA M. TIWARI

the sum of Rs. 1,00,000/=

(Rupees One Lakh only)



being the PART PAYMENT in respect of Flat No. 603, on
the Sixth Floor, in the building-J, Yash Paradise,
situated on Plot Nos. 4 to 7, Sector-8, AIROLI,
Navi Mumbai, as mentioned hereinabove.

I SAY RECEIVED



(Mr. Dinesh B. Kokate)

WITNESSES:

1. 
2. 

VENDOR/TRANSFEROR



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NAVI MUNICIPAL CORPORATION
COMMENCEMENT CERTIFICATE

DATE: - 2 / 8 / 2002

Permission is hereby granted under Section 45(1) (ii) of the Maharashtra Regional & Town Planning Act, 1966 and Section 253 & 254 of the Bombay Provincial Municipal Corporation Act, 1948, Shri Haribhao K. Naik & Others, Plot No. 4, Sector-8A, GES, Dive, Jambay. As per the approved plans and subject to the following conditions for the proposed Building

Plot Area = 3184.166 M² F.S.I. = 1.60 (Residential)

The Certificate is liable to be revoked by the Corporation if:

- The development work in respect of which permission is granted under this Certificate is not carried out or the use thereof is not in accordance with the approved plans.
- Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Corporation is contravened.
- The Municipal Commissioner is satisfied that the same is obtained by the Applicant through fraud & misrepresentation and the Applicant and/or any person deriving title through or under him, in such and event shall be deemed to have carried out the development work in contravention of Section 43 or 44 of the Maharashtra Regional & Town Planning Act, 1966.

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THE APPLICANT SHALL:

- Give a notice to the Corporation on completion upto plinth level and 7 days before the commencement of the further work.
- Give written notice to the Municipal Corporation regarding completion of work.
- Obtain an Occupancy Certificate from the Municipal Corporation.

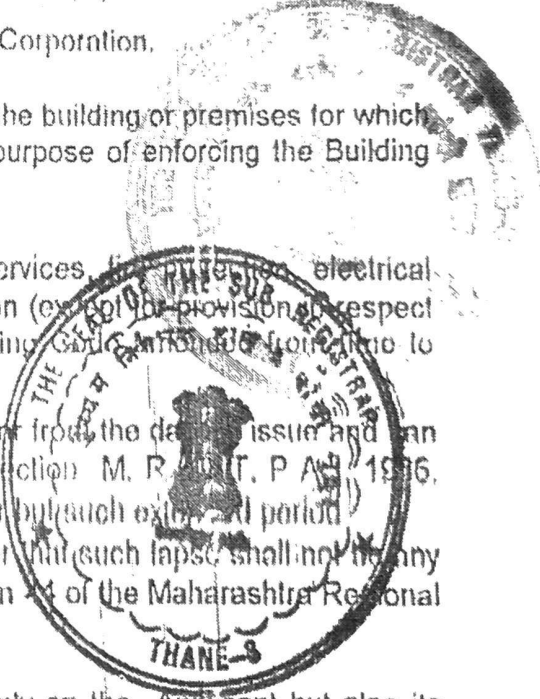
Allow the Officers of the Municipal Corporation to enter the building or premises for which the permission has been granted at any time for the purpose of enforcing the Building Control Regulations and conditions of this Certificate.

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

The Certificate shall remain valid for a period of one year from the date of issue and can be further revalidated as required under provision of Section M. R. T. P. Act, 1966. The Certificate and Certificate is renewable every year by such extended period shall be not to exceed three years provided further that such lapse shall not be any subsequent applicant for fresh permission under Section 44 of the Maharashtra Regional & Town Planning Act, 1966.

The condition of this Certificate shall be binding not only on the Applicant but also its successors and every person deriving title through or under them.

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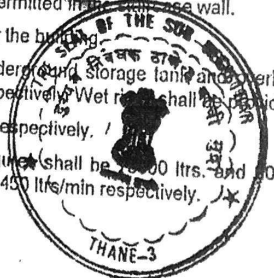


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- 6) A certified copy of the approved plans shall be exhibited on site and the Name Board showing name of Owner, Architect, Builder & Structural Engineer, Ward No., Sector No., Plot No., Survey No., Area of Plot., No. of flats, Built-up Area, Commencement Certificate No. & Date shall be installed on site.
- 7) The plot boundaries shall be physically demarcated immediately and the intimation be given to this section before completion of plinth work.
- 8) The amount of S.D. Rs.11,500/- S.D. Rs.12,000/- for Mosquito Prevention, S.D. Rs.12,000/- for debris & S.D. Rs.23,000/- for Tree Planation deposited with NMMC as Security Deposit shall be forfeited either in whole or in part at the absolute discretion of the corporation for breach of any other Building Control Regulation and condition attached to the permission covered by the Commencement Certificate. Such a forfeiture shall be without prejudice to any other remedy or right of the Municipal Corporation.
- 9) You shall provide overhead water tank on building & underground water tank in two compartments, one for drinking water & another for other than drinking water. It should confirm to the standards applicable in this behalf.
- 10) You should approach to the Executive Engineer, M.S.E.B. for the power requirement location of transformer if any, etc.
- 11) Every plot of land shall have at least 1 tree for every 100 Sq.M. or part thereof of the plot area.
- 12) For all building of non-residential occupancies and residential building with more than 16M. height. Following additional conditions shall apply :-

- a) The staircase shall be separated by fire resistance walls and doors from rest of the buildings.
 - b) Exit from lift lobby shall be through a self closing smoke stop door.
 - c) There shall be no other machinery in the lift machinery room.
 - d) For centrally air conditioned building area of external openable windows on a floor shall be minimum 2.5 % of floor area.
 - e) One of the lift (Fire lift) shall have a minimum loading capacity of 6 persons. It shall have solid doors. Lights shall not be designed in the staircase wall.
 - f) Electrical cables etc. shall in separate ducts.
 - g) Alternate sources of electric supply or a diesel generator set shall be arranged.
 - h) Hazardous material shall not be stored.
 - i) Refuse stamps or storage places shall not be permitted in the common area wall.
 - j) Fire fighting application shall be distributed over the building.
 - k) For building upto 24 M. Height capacity of underground storage tank and overhead storage shall be 50,000 ltrs. and 10,000 ltrs respectively. Wet riser shall be provided. Pump capacity 1000 ltrs./min and 250 ltrs/min. respectively.
- For building with height above 24 mtrs., the figure shall be 1000 ltrs. and 50,000 ltrs. and the pump capacity of 1350 ltrs/min and 450 ltrs/min respectively.

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- 13) Recreation ground or amenity open space be developed before submission of building Completion Certificate.
- 14) No work should be started unless the existing structures are to be demolished.
- 15) Applicant/Architect should strictly follow all the conditions of lease agreement. Owner & Architect will be held responsible for breach of any condition of lease Agreement.
- 16) The Owner & the Architect and Structural Engineer concerned are fully responsible for the construction quality of the building as per approved building plan. Structural design, stability building construction quality which should confirm to withstand an earthquake of highest intensity in seismic zone IV.
- 17) The Occupancy Certificate for the proposed building will not be granted unless the house drainage lines are connected to the Municipal Main Sewer lines to the satisfaction of Municipal Authority as well as proper demarcation of parking spaces with oil paints, plantation of trees and provision of garbage bin on the site.
- 18) Application for completion/occupation Certificate shall be accompanied with the plan as per construction done on the site.
- 19) The building material or earth removed from the trenches should not be dumped or stored on municipal road. If found so you are liable to fine as well as cost of lifting & transportation to dumping ground.
- 20) The building constructed should not be occupied without obtaining the Occupation Certificate. Otherwise you will be fined.
- 21) This Commencement Certificate is valid upto plinth level only. The further order will be given after the plinth is inspected.
- 22) The applicants should fulfil all the health related provisions mentioned in "Implementation of Antilarval & Mosquito Prevention Activities during and after construction and Tree Authority Bye-Laws 1966". The special mention is for mosquito prevention activities, construction of over-head tanks, debris removal and the sanitary conditions of drainage etc.
- 23) The construction work shall be completed before 14-04-2006 as per conditions mentioned in agreement dt.15-04-2002 & must be applied for O.C. with all concerned NCC.
- 24) Window sill level must be at 0.90 M. height. The difference between chajja level & slab level must be 0.50 M. minimum.

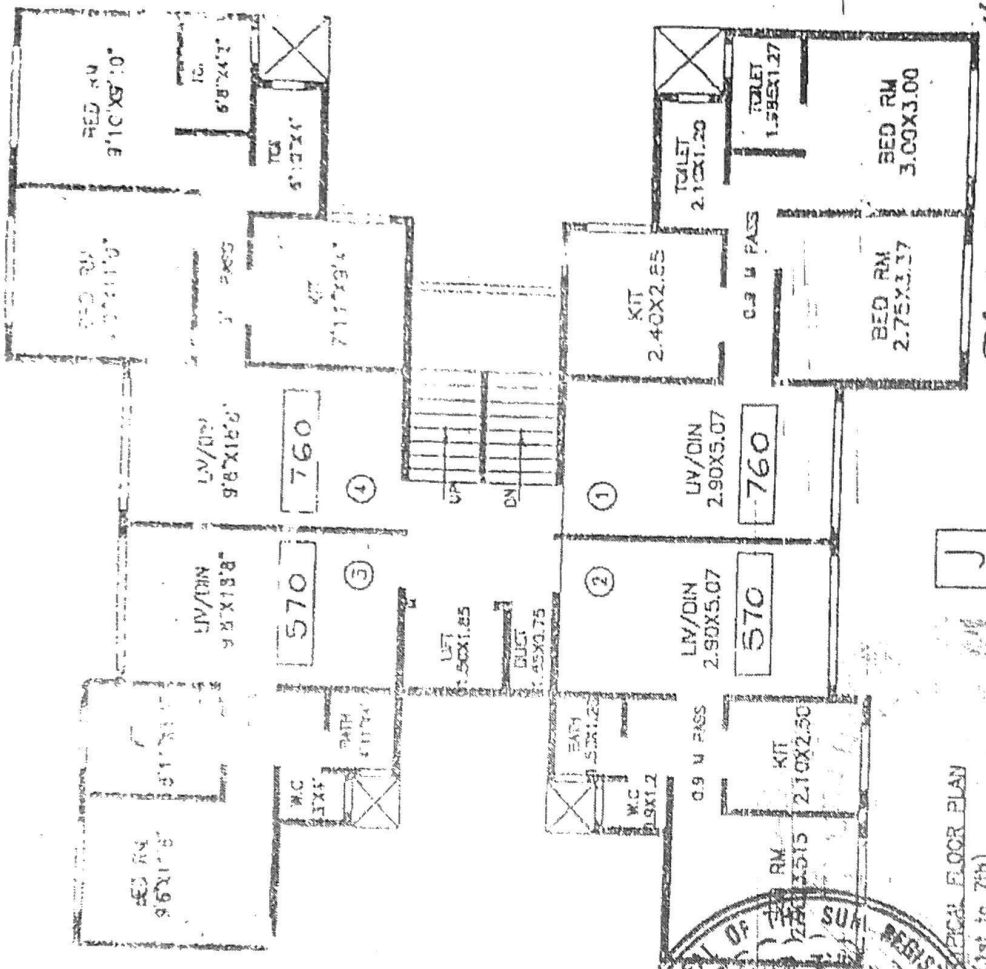


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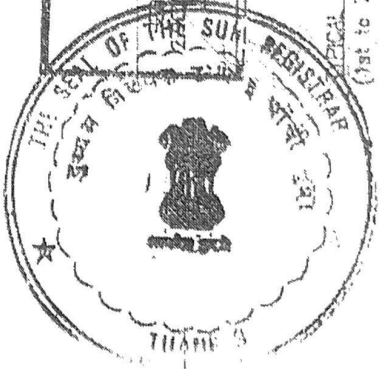
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Flat No 603 on 6th
in Bldg No J allo
Shri Dinesh B.K.

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REGULAR FLOOR PLAN
(1st to 7th)
BLDG - J
IN

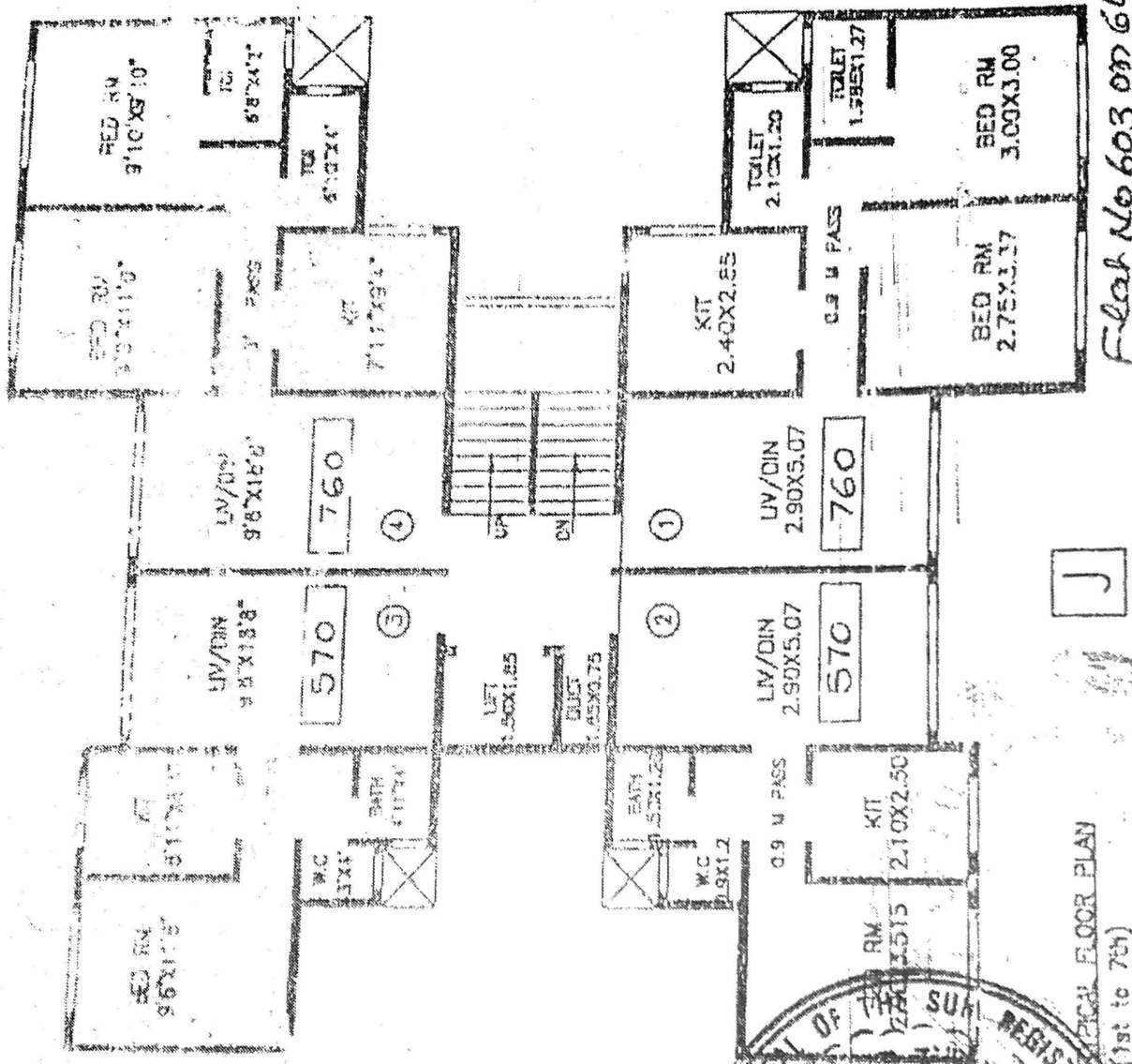
YASH PARADISE

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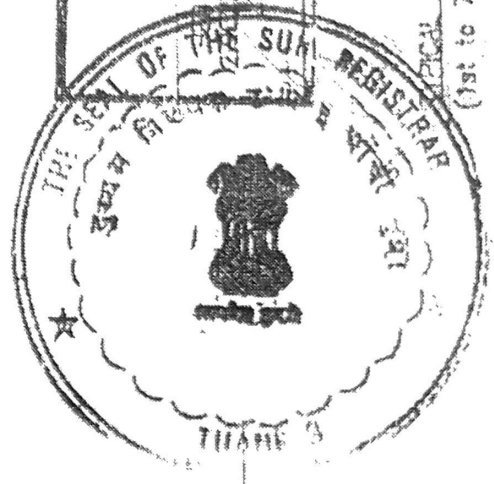
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Floor No 603 on 6th
 in Bldg No J allo
 Shri Dimesh B.K.



J



FLOOR PLAN
 (1st to 7th)

BLDG - J
 IN

YASH PARADISE

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नोंदणीपूर्व गोषवारा

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणा देतो की पट्टेदार ते नमूद करावे)	रु. 900,000.00 रु. 512,296.00
(4) बाजारभावाप्रमाणे मुद्रांक शुल्क	रु 28750.00
(5) बाजारभावाप्रमाणे नोंदणी फी	रु 9000.00
(6) दस्त निष्पादित केल्याचा	15/07/2004

सूचना

- 1) ही माहिती पक्षकारानी साक्षात्कृत केलेल्या इनपुट फॉर्मवर आधारित आहे.
- 2) दस्ताची माहिती संगणकावर घेण्यात आली याचा अर्थ दस्त नोंदणीसाठी स्वीकारला असा नाही. दुय्यम निबंधक दस्त नाकारू शकतात किंवा नियमानुसार योग्य ती अन्य कार्यवाही करू शकतात.
- 3) बदल/दुरुस्त्या कराव्यात. नसलेला मजफूर खोडायलागू
- 4) क्रमांक 1,2,3,4,5,6 मध्ये बदल करता येणार नाही

(7) पृष्ठांची संख्या	26
(8) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	(1)
(9) मालमत्तेचे इतर वर्णन	

(10) क्षेत्रफळ

(11) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(12) *दस्तऐवज करून देण्या-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश नम्बर: ACWPK6533G. असल्यास, प्रतिवादीचे नाव व पत्ता

(13) *दस्तऐवज करून घेण्या-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश नम्बर: ACAPT5530G. असल्यास, वादीचे नाव व पत्ता

(1) वर्णन: एरोलि. सेक्टर. 8 ए. सदनिका नं. 603. 6 वा मजला. यश पॅराडाइज बिल्डींग. (1)570 स्के. फुट सुपर बिल्ट अप (1)

(1) दिनेश बाळकृष्ण कोकाटे ; घर/फ्लॉट नं. -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं. -; पेठ/वसाहत: -; शहर/गाव: एरोलि. सेक्टर. 8 ए. ; तालुका: नवी मुंबई ; पिन: -; पॅन

(1) मिथीलेश सर्वदेव तिवारी ; घर/फ्लॉट नं. -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं. -; पेठ/वसाहत: -; शहर/गाव: एरोलि. सेक्टर. 16; तालुका: नवी मुंबई ; पिन: -; पॅन

(2) अर्चना मिथीलेश तिवारी ; घर/फ्लॉट नं. -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं. -; पेठ/वसाहत: -; शहर/गाव: सदर ; तालुका: -; पिन: -; पॅन नम्बर: ADLPT0315P.

पूर्व नोंदणी गोषवा-यामध्ये इनपुट फॉर्म प्रमाणे अचूक डाटा एंट्री करण्यात आली आहे.

पूर्व नोंदणी गोषवारा तपासून पाहिला तो बरोबर आहे/त्याच्यात नमूद केलेले बदल/दुरुस्त्या कराव्यात.

(पक्षकाराची स्वाक्षरी)

(डाटा एंट्री ऑपरेटर ची स्वाक्षरी)

नोंदणीपूर्व गोषवारा इनपुट फॉर्म प्रमाणे आहे व याचा मेळ मूळ दस्ताशी घेण्यात आला आहे. पक्षकाराने नमूद केलेले *बदल/दुरुस्त्या याचा समावेश करण्यात आला आहे.

(दुय्यम निबंधकाची स्वाक्षरी)

