

पावती

पावती क्र. : 8353

दिनांक 17/10/2011

गारगचे नाव मल्ल

दस्तऐवजाचा अनुक्रमणिका क्रमनं3 - 08118 - 2011

दस्ता ऐवजाचा प्रकार उत्तरनामा



सावर करभाराचे नाव: उत्कल मदन वडके - -

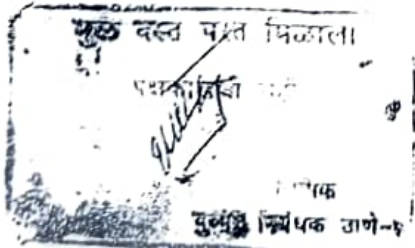
नोंदणी फी	:	50000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),	:	2080.00
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (104)	:	
एकूण रु.		52080.00

आपणाम हा दस्त अंदाजे 5:06PM ह्या वेळेस मिळेल

दुर्यम निबंधक
ठाणे 3



बजारात मूल्य: 3347150 रु. मोबदला: 7816125रु.
भरलेले मुद्रांक शुल्क: 373450 रु.
दस्ताचा प्रकार: डोडी/घनाकरांद्वारे
बेकचे नाव व पत्ता: ईक ऑफ इंडिया;
डोडी/घनाकरांचे क्रमांक: 8892. रक्कम: 30000 रु.; दिनांक: 27/08/2011



ATTESTED TRUE COPY

A. A. SHAIKH-NOTARY

21 DEC 2011



कनाचे वर्ष 2011
ठाणे

मुख्य विभाग 157-गावाचे नाव : नेरुळ (नवी मुंबई महानगरपालिका)
मुख्य विभाग 26 / 283- नेरुळ नोड सेक्टर नंबर 19, 19अ, (नेरुळ रेल्वे स्टेशनलगत)
घसाचे नाव Navi Mumbai/Thane
इतर -

मूल्य दर तक्त्यानुसार जमिनीचा दर

मूल्य दर	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक
19900.00	43500.00	72500.00	92500.00	72500.00

मिळकतीचे क्षेत्र	69.95	वांधकामाचे वर्गीकरण	1-आर सी सी
मिळकतीचा वापर	निवासी सदनिका	उद्दवाहन सुविधा	आहे
मिळकतीचा प्रकार	बांधीव	वांधकामाचा दर	
मिळकतीचे वय	0 TO 2 वर्षे	मजला	

घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर = (वार्षिक मूल्यदर * घसा-यानुसार नविल दर)

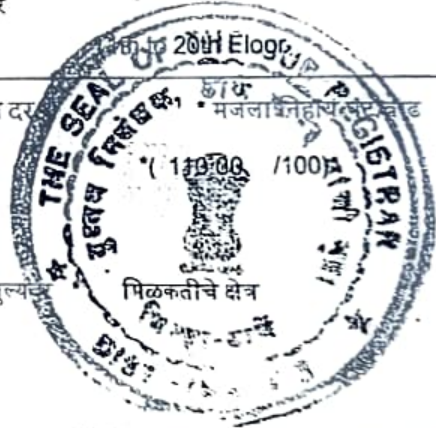
= (43500.00 * 100 / 100)

= 47850.00

A) मुख्य मिळकतीचे मुख्य = घसा-यानुसार, मिळकतीचा प्रति चौ. मीटर मूल्यदर

= 47850.00 * 69.95

= 3347107.50



अंतिम अंतिम मूल्य = अंतिम मूल्य दर + तळघराचे मूल्य + पोटमाळ्याचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + वंदिस्त वाहन तळाचे मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य

= A + B + C + D + E + F + G + H

= 3,347,107.50 + 0.00 + 0.00 + 0.00 + 0.00 + 0.00 + 0.00 + 0.00

= 3,347,107.50 /-





सत्यमेव जयते

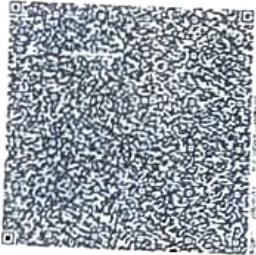
INDIA NON JUDICIAL

Government of Maharashtra

e-Stamp

Issued by
 Stock Holding Corporation of India Ltd
 Location *Vashi*
 Signature *[Signature]*
 Detail can be verified at www.shcilestamp.com

Certificate No. : MH04539124421762J
 Certificate Issued Date : 03-Oct-2014 04:57 PM
 Account Reference : SHCIL (E)/TtShd(0) VASHI/ MH-NVM
 Unique Doc. Reference : PIN/MHM/SHCIL/17/2014/8648017971J
 Purchased by : ULHAS M WADKE AND RIDHIMA H VALECHA
 Description of Document : Conveyance
 Property Description : FLAT NO. 1604, 16th FLOOR, D-WING, NEELSIDHI ATLANTIS, PLOT NO. 49/1, SECTOR-19A, NERUL, NAVI MUMBAI
 Consideration Price (Rs.) : 73,16,125
 (Seventy Eight Lakh Sixteen Thousand One Hundred And Twenty Five only)
 First Party : NEEL SIDHI ENTERPRISES
 Second Party : ULHAS M WADKE AND RIDHIMA H VALECHA
 Stamp Duty Paid By : ULHAS M WADKE AND RIDHIMA H VALECHA
 Stamp Duty Amount (Rs.) : 3,73,450
 (Three Lakh Seventy Three Thousand Four Hundred And Fifty only)



टनन - ३
दस्त क्रमांक ८९९८ / २०११
३ / १०४

Please write or type below this line

Agreement For Sale

Flat No. 1604, 16th Floor, D-Wing, Neelsidhi Atlantis, Plot No.49/1, Sector-19A, Nerul, Navi Mumbai – 400 706.

(Mr. Ulhas Madan Wadke)

[Signature]

(Mrs. Ridhima Hitesh Valecha alias Mitali Ulhas Wadke)

M/s Neel Sidhi Enterprises

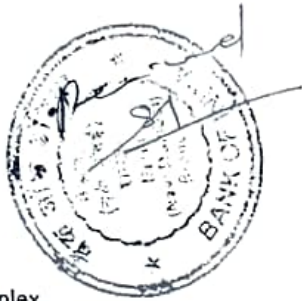
[Signature]
Partner

Statutory Alert:

- The authenticity of the Stamp Certificate can be verified at Authorized Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs)
- The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web-site www.shcilestamp.com

Mr. Ulhas Madan Wadke &
Mrs. Ridhima Hitesh Valecha
Varun Apartments, Flat no.101,
Plot no. 305, Sector-21, Nerul (E),
Navi Mumbai - 400 706.

Date : 27th August, 2011



The Manager,
Bank of India,
1st Floor, Socio Welfare Complex,
Plot no.182/B, Sector-17,
Nerul, Navi Mumbai

Dear Sir / Madam,

Sub: Issue of Pay Order for Rs.3,73,450/- for Stamping of Agreement for Sale between

Mr. Ulhas Madan Wadke & Mrs. Ridhima Hitesh Valecha, alias Mitali Ulhas Wadke
and M/s. NeelSidhi Enterprises.

We are enclosing cheque no. 55797 in your favour and request you to issue pay order for Rs. 3,73,450/- in favour of "SHCIL E-STAMPING MAHARASHTRA". The above pay order is required for stamping of Agreement for Sale of Flat no. D-1604 in "NEELSIDHI ATLANTIS" apartment condominium purchased by us ie: Mr. Ulhas Madan Wadke & Mrs. Ridhima Hitesh Valecha, alias Mitali Ulhas Wadke from M/s. NeelSidhi Enterprises builders / Developers.



Thanking You,
Yours Faithfully

(Ulhas Madan Wadke)



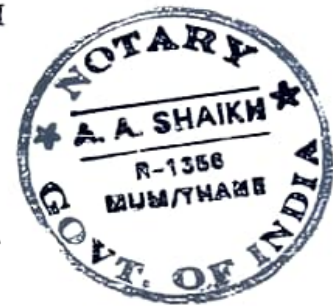
तलन - ३
दस्त क्रमांक ८९८ / २०११
८ / १०४



AGREEMENT FOR SALE OF TENEMENT/FLAT NO. D-1604

IN NEEL SIDHI ATLANTIS APARTMENT CONDOMINIUM

(WITHOUT DELIVERY OF POSSESSION)



TOTAL CONSIDERATION: RS. 78,16,125/-

(Rupees SEVENTY EIGHT LACS SIXTEEN THOUSAND

ONE HUNDRED TWENTY FIVE ONLY

Only) टनन - ३
दस्त क्रमांक (११८ / २०११
e / १०४

Ready Reckoner Valuation Rs. -

Deed of Declaration Executed on 24.10.2008 At Sr. No.6322/ 2008.

THIS AGREEMENT FOR SALE made at Navi Mumbai on this 15th

day of OCTOBER, 2011.

BETWEEN

M/s NEEL SIDHI ENTERPRISES, a partnership firm duly registered under the Indian Partnership Act, 1932 having its address at 'THE EMERALD' 2nd Floor, PLOT NO. 195-B, SECTOR 12, VASHI, NAVI MUMBAI 400 703, hereinafter referred as "THE BUILDERS/DEVELOPERS" (which expression shall, unless it be repugnant to the context or meaning thereof, include the partners for the time being constituting the said firm including all the present and future partners and the survivor or survivors of them and the heirs, executors and administrators of the last survivor or survivors and his or their assigns), through its Partner/Authorized Signatory MR. DARSHAN G. PAVAN HEDGECOCK

MR. PREMAL J. THAKKER

being the PARTY OF THE FIRST PART;

AND

SHRI/SMT./M/s. MR. ULHAS MADAN WADKE

MRS. RIDHIMA HITESH VALECHA QUAS MITALI ULHAS WADKE

age 67, Occupation SERVICE Residing at VARUN APARTMENTS,
FLAT NO. 101, PLOT NO. 305, SECTOR-21, NERUL (EAST), NAVI MUMBAI
- 400 706.

Indian Inhabitants hereinafter referred to as the "PURCHASER" (which expression shall, unless it be repugnant to the context meaning thereof, mean and include his/her/their heirs, executors, administrators and assigns) being the

PARTY OF THE SECOND PART.

WHEREAS:-



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दस्त क्रमांक (११८ / २०११)

१० / १०४

- The land bearing Plot No. 49/ Sector 19-A of Nerul, Navi Mumbai totally admeasuring 8001.04 Sq. mtrs. or thereabout which is more particularly described in Schedule-I herein written and referred as "Said Property" is owned by CIDCO LTD., and possessed by the party of the First Part as a Lessee as stated hereinafter. The party of the first Part is the Lessee of the said plot and the owner of the various buildings which are being

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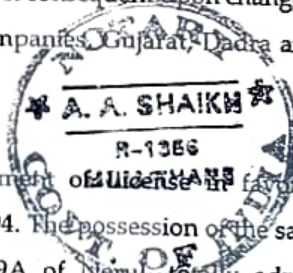
constructed and would be constructed thereon. The party of the First Part has acquired the Leasehold rights to the "Said Property" and the right to construct the buildings thereon and proposes to construct various buildings thereon as described hereinafter.

(A) The "Said Property" was originally held by The City and Industrial Development Corporation of Maharashtra Ltd. (hereinafter referred to as 'CIDCO LTD.' for the sake of brevity) who had allotted a Plot of land bearing Plot No. 49/1, Sector 19-A of Nerul, totally admeasuring 8001.04 Sq. mtrs. or thereabout which is more particularly described in Schedule-I herein written to the Gujarat Ambuja Cements Ltd. for residential purpose on lease on payment of a lease premium of Rs.2,04,02,652/- (Rupees Two Crores Four Lacs Two Thousand Six Hundred Fifty Two Only) for the construction of residential buildings.

(B) The name of Gujarat Ambuja Cements Ltd, was subsequently changed as Ambuja Cements Ltd. effective from 05.04.2007 by following the procedure prescribed by the Companies Act and rules framed thereunder. Pursuant thereto a fresh Certificate of Incorporation consequent upon change of name has been issued by the Registrar of Companies Gujarat, Dadra and Nagar Haveli on 10.4.2007.

(C) CIDCO LTD. had executed an Agreement of Licence in favour of the Gujarat Ambuja Cements Ltd. on 6.5.1994. The possession of the said plot of land bearing Plot No. 49/1, Sector 19A of Nerul, totally admeasuring 8001.04 Sq. mtrs. or thereabout (hereinafter referred to as the "Said Property" for the sake of brevity and convenience) was handed over by CIDCO LTD. to Gujarat Ambuja Cements Ltd. by issuing permission/ License to enter the said land on 6.5.1994.

(D) Gujarat Ambuja Cements Ltd. has constructed two Residential buildings on the said land entirely from its own funds and strictly in accordance with the building plans duly sanctioned by CIDCO LTD. Out of the total area of said land to the extent of 8,001.04 sq. mtr., Gujarat Ambuja Cements Ltd. has



दस्तावेज नं./ दस्त क्रमांक	१११ / २०११
	११ / १०४

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developed an area admeasuring 4,159.89 sq. mtr. i.e. equivalent to 44,777.10 sq. ft. by constructing 2 buildings having a total number of 46 residential Tenement / Flats covering total carpet area of 39,565 Sq. ft in the aforesaid 46 residential Tenement / Flats. The said two buildings are presently being used as Staff Quarters for the employees of Gujarat Ambuja Cements Ltd.

(E) In terms of the aforesaid Agreement of License executed by CIDCO LTD. in favour of Gujarat Ambuja Cements Ltd. dated 6.5.1994, it was obligatory for Gujarat Ambuja Cements Ltd. to commence construction on the said land within a period of 12 months from the date of said Agreement of License and complete the same within a period of 4 years from the date of said Agreement of License. It was also provided that without prejudice to the rights, powers and remedies available to CIDCO LTD., the Managing Director may extend period for the completion of buildings and works subject to payment of Additional Lease Premium according to prescribed rates.



(F) As stated above, Gujarat Ambuja Cements Ltd. has completed construction of the aforesaid two buildings on the said land strictly in accordance with the duly sanctioned Plan and Planning Authority namely Navi Mumbai Municipal Corporation (NMMC) has been pleased to issue a Completion and Occupation Certificate in respect of the said buildings bearing No. NMMC/UD/OC/4631 dated 26.10.1998.

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दस्त क्रमांक ११८ / २०११
१३ १०८

(G) The remaining portion of the said land to the extent of 3841.15 Sq. Mtrs. equivalent to 41,346 Sq. ft. was unbuild / undeveloped and the period to carryout the said construction in accordance with the Agreement of License dated 6.5.1994 executed by CIDCO LTD. had come to an end. Gujarat Ambuja Cements Ltd. had applied for extension of period of construction till 5.10.2009 by submitting an Application dated 8.2.2008.

(H) Ambuja Cements Ltd. was on a look out for transferring its right, title, interest and benefits in the said land or transferring the development rights in respect of balance plot of the said land on as is where is basis. Knowing about the desire of Ambuja Cements Ltd. to transfer such development

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rights on as is where is basis, the party of the First Part submitted letter of offer dated 8.12.2007 mentioning the various alternative proposals to Ambuja Cements Ltd.

- (I) The party of the First Part had, subject to the confirmation of Ambuja Cements Ltd. of its offer, agreed to pay a total consideration of Rs.12,25,00,000/- (Rupees Twelve Crore Twenty Five Lacs only) to Ambuja Cements Ltd. out of which a sum of Rs. 3,25,00,000/- (Rupees Three Crore Twenty Five Lacs only) was agreed to be paid immediately on acceptance of offer and balance amount of Rs. 9,00,00,000 (Rupees Nine Crore only) was agreed to be paid on or before 10.4.2008. In addition to the above, the party of the First Part also agreed to reimburse to Ambuja Cements Ltd. an amount of additional lease premium payable to CIDCO for extension of time for consumption of balance F.S.I. subject to a maximum amount of Rs.3,00,00,000 (Rupees Three Crores only). It was also agreed that party of the First Part will construct one new building proposed to be initially known as "ACL Tower" comprising 48 Residential Apartments covering carpet area of 39565 Sq. ft. approximately in lieu of existing buildings of Ambuja Cements Ltd.
- (J) It was also agreed by the party of the First Part that the occupants of the proposed "ACL Tower" shall be fully and firmly be entitled to use and enjoy all common facilities & amenities in the complex. It was also agreed that 48 Nos. car parking spaces (including stilt and open space) will be provided exclusively for the said ACL Tower.
- (K) Ambuja Cements Ltd. accepted the said offer by its letter of acceptance dated 11.2.2008.
- (L) Upon acceptance of the said offer by Ambuja Cements Ltd., the party of the First Part immediately paid an amount of Rs. 3,25,00,000/- (Rupees Three Crore Twenty Five lacs only) to Ambuja Cements Ltd. vide cheque No. 110401 dated 11.2.2008 drawn on Punjab National Bank, Vashi for which Receipt was issued by Ambuja Cements Ltd



11.2.2008	
दस्त क्रमांक	996 / 2099
	92 / 908

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(M) The CIDCO Ltd. by their letter dated 22.2.2008 agreed to extend the time for completion of construction on the said land till 5th May, 2009 subject to payment of additional Lease Premium of Rs. 2,84,05,305/-. Accordingly, Ambuja Cements Ltd. paid the said amount of Rs. 2,84,05,305/- to CIDCO Ltd. Accordingly, the CIDCO Ltd. has issued a letter dated 27th February, 2008 thereby granting extension for completion of construction on the said land till 5.5.2009. The Party of the First Part had issued the cheque for Rs.3,00,00,000/- (Rupees Three Crores Only) towards the additional Lease premium to Ambuja Cement Ltd., vide the Cheque No.110425, Dated 18-2-2008, drawn on Punjab National Bank at Vashi Branch out of which Rs.15,94,695/- were reimbursed to the party of the first part vide cheque No. 996161, dated 10-4-2008 drawn on HDFC Bank Ltd., Nariman Point Branch.

(N) The CIDCO Ltd. has thereafter executed a Final Lease Deed in respect of the said land in favour of Ambuja Cements Ltd. on 10th March, 2008 which is duly registered in the office of Sub-Registrar, Thane - 3, Dist. Thane, at Serial No. TNN3 - 01614 - 2008.

(O) Ambuja Cements Ltd. thereafter called upon the party of the First Part to pay balance agreed consideration of Rs.9,00,00,000/-. Accordingly, the party of the First Part has paid the balance consideration of Rs. 9,00,00,000/- by Cheque No. 023971 dated 03-03-2008 drawn on HDFC Bank Ltd., Vashi Branch, Vashi, Navi Mumbai, which has been duly received by Ambuja Cements Ltd.

(P) Ambuja Cements Ltd. thereafter applied to CIDCO Ltd. for permission to transfer/assign the lease hold rights in the said land in favour of party of the First Part. CIDCO Ltd. communicated its tentative No Objection for such transfer/assignment of Leasehold rights subject to payment of transfer fees of Rs. 2,30,000/- (Rupees Two Lakhs Thirty Thousand only). Accordingly, party of the First Part deposited a sum of Rs. 2,30,000/- towards transfer fee to CIDCO Ltd., for which a receipt was issued by CIDCO Ltd. Thereafter,



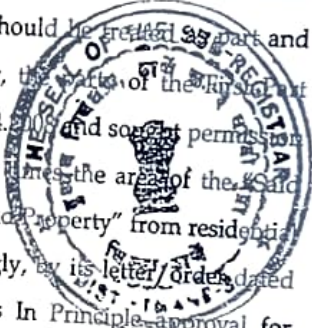
एनम - ३
दस्ता क्रमांक १९८ / २०११
१४ / १०४

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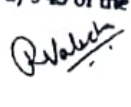

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CIDCO Ltd. sent its letter/order dated 2nd April, 2008 thereby permitting the Ambuja Cements Ltd. to assign the Lease hold rights of the said land to and in favour of the party of the First Part. Accordingly, Ambuja Cements Ltd. executed a Deed of Assignment dated 14th April, 2008 in favour of the party of the First Part herein thereby assigning all the rights, title and interest of the said Ambuja Cements Ltd. in the Said Property together with two buildings standing thereon in favour of the party of the First Part. The said Deed of Assignment has been duly registered in the office of Sub-Registrar, Thane-3, on 15th April, 2008 at Serial No. TNN3-02451-2008. CIDCO Ltd. accordingly entered the name of the party of the First Part as a Lessee of the said Plot in the records of CIDCO and issued a letter dated 15.4.2008 to that effect. A copy of the said letter dated 15.4.2008 is hereto annexed and marked as EXHIBIT "A" and should be treated as part and parcel of this Agreement for Sale. Thereafter, the party of the First Part submitted an application to CIDCO Ltd. on 16.4.2008 and sought permission for granting additional FSI equivalent to 0.50 times the area of the "Said Property" and for changing the user of the "Said Property" from residential to residential cum commercial user. Accordingly, by its letter/order dated 21.7.2008, CIDCO Ltd. has communicated its In Principle approval for granting such additional F.S.I. equivalent to 0.5 times of the area of the said property and the In Principle approval for changing the user of the "Said Property" from residential to residential cum commercial user. The party of the First Part applied to NMMC for grant of building/Development permission for construction of buildings to be known as ACL Tower consisting of 48 residential apartment / Flats which are to be allotted to the Ambuja Cements Ltd. The said Development/ Building permission was accordingly granted by NMMC by Order dated 24.4.2008. Accordingly, the construction of the said new building to be known as ACL Tower was commenced and Plinth thereof was completed and the Planning Authority, namely NMMC issued Plinth Completion Certificate dated 18th July, 2008. Thereafter the party of the First Part has applied for Revised Development Permission with amended plans to NMMC and NMMC has approved the same by granting the permission for further development, vide its Order dated 12.09.2008, u/s 45 of the Maharashtra Regional and Town Planning

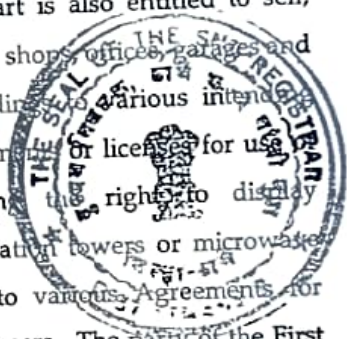


To be allotted to the टनल - ३ दस्त क्रमांक. ११८ / २०११ Accordingly, the १५ ACL Tower was १०४
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Act, 1966 and Section 253 and 254 of BPMC Act, 1949 as further amended by revised Development Permission dated 23.06.2009.

(Q) The party of the First Part is thus developing the "Said Property" in accordance with the provisions of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963. Party of the First Part herein is entitled and authorized to construct various Buildings on the said plot of Land containing various Tenement / Flats having approved commercial, residential or other permissible uses in accordance with the Development Permission granted by the Planning Authority and the plans, which are duly approved by the Planning Authority. The party of the First Part is also entitled to sell, transfer and assign the various Tenement / Flats, shops, offices, garages and other Tenement / Flats in the proposed building to various intending purchasers or grant/create other rights of easement or licenses for use of any spaces in the said Building including the right to display advertisements, hoardings, erect telecommunication towers or microwave or other telephone towers etc. and enter into various Agreements for Sale/Lease/License with such intending Purchasers. The party of the First Part has prepared a scheme for the construction of various Buildings on the "Said Property" consisting of Residential Tenement / Flats, shops, offices, garages as also Parking spaces and other structures of Common conveniences according to the rules and regulations and particularly according to the provisions of the Development Control Rules of the Navi Mumbai Municipal Corporation. According to the user presently permissible, the "Said Property" can be used for Residential cum Commercial purposes. However, at present the party of the First Part has prepared the plans for construction of buildings having Tenement / Flats having approved residential user and has also proposed to construct a Building having purely commercial/non residential user and has accordingly prepared the Building Plans and submitted the same for the approval to the Navi Mumbai Municipal Corporation through a duly qualified Architect M/s Homework Architects, who is a member of the Indian Institute of Architects. The said plans for construction have been



the First Part has
prepared the plans for construction of buildings having Tenement / Flats
having approved residential user and has also proposed to construct a
Building having purely commercial/non residential user and has

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approved by the Navi Mumbai Municipal Corporation, Navi Mumbai vide Building Permission by C. C. No. NMMC/TPD/BP/Case No. A-9013/2818/08 dated 12.09.2008 and permission has been granted to commence construction of the Buildings on the "Said Property" on the terms and conditions mentioned therein. The Party of the First Part, had thereafter submitted an application for further /revised Development Permission in contemplation of the additional F.S.I. of 0.5 times the plot area being granted by CIDCO and also in contemplation of permission for change of user from the purely Residential to Residential + Commercial user by CIDCO. Accordingly, after the grant of such permission to use additional FSI and grant of permission for composite user by CIDCO on 1.6.2009, the Planning Authority, namely NMMC has issued a revised Development Permission u/s 45(1)(3) of the M.R.& T.P. Act, 1966 r/w Section 253 and 254 of the B.P.M.C. Act, 1949 on 23.6.2009 bearing No. NMMC / TPD / BP / Case No.A-9103 / 2471 /09. Accordingly, the permission which is now granted on 23.6.2009 supersedes the earlier Commencement Certificate dated 12.09.2008 on the basis of which Party of the First Part has executed and registered the Deed of Declaration. A copy of the said Commencement Certificate i.e. Building Permission is annexed hereto and marked as EXHIBIT "B" along with the relevant parts showing the Tenement / Flat agreed to be sold and the plan showing commencement certificate and the plan should be treated as part and parcel of this Agreement For Sale.



(R) The Party of the First Part had applied for grant of permission for change of user and additional FSI to CIDCO. Accordingly, by its letter dated 1.6.2009 bearing No. CIDCO/ NM(TS)/2009/2163, CIDCO has granted permission for change of user from purely Residential to Composite user Residential + Commercial and has also enhanced the FSI of the said Plot from 1 to 1.5. A copy of the said letter is hereto annexed and marked as EXHIBIT "C"

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	Plot from 1 to 1.5.
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Thus, the layout of the construction now proposed to be made is hereto annexed and marked as EXHIBIT "D". However, the Party of the First Part may, at the complete discretion of Party of the First Part, construct lesser number of floors on any of the buildings namely Building Wing B to

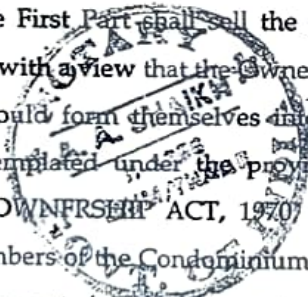
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'E' depending upon availability of funds, planning requirement of the project, demand for Residential or non-residential tenements/flats as party of the First Part may deem fit.

2. The party of the First Part herein is thus entitled and authorized to construct one or more Buildings on the "Said Property" containing various Tenement / Flats having approved commercial, professional, residential or other permissible uses in accordance with plans which are duly approved by the local authority and which may be amended from time to time as per the necessity and choice of the party of the First Part. The party of the First Part is entitled to sell, transfer and assign the various Tenement / Flats in the proposed building to various intending purchasers and enter into various Agreements for Sale with such intending Purchasers. The title of the party of the First Part to the "Said Property" as made out by these presents is clear, unencumbered and marketable as has been duly certified by the "Revised Title Clearance Report" of a Legal Practitioner ^{श्री. गुरु. स.} श्री. गुरु. स. Godbole. A copy of the said Revised Title Clearance Certificate is annexed hereto and marked as EXHIBIT "E" and the same should be treated as part and parcel of this Agreement for Sale.



3. The party of the First Part shall sell the proposed Tenement / Flats on Ownership basis with a view that the Owners of the Tenement / Flats in the said building should form themselves into an Association of Apartment Owners as contemplated under the provisions of the MAHARASHTRA APARTMENTS OWNERSHIP ACT, 1970 with themselves as Apartment Owners and members of the Condominium and upon the Owners of all the Apartments/Tenement / Flats paying in full all their dues and strictly complying with all the terms and conditions of the respective agreement with the party of the First Part (in the forms similar to these presents) the Builders viz., party of the First Part, would execute a conveyance of such Tenement / Flats viz., all the Tenement / Flats and the land appurtenant thereto in favour of such Apartment Owners. In view of formation of an Apartment Condominium under the provisions of the Maharashtra Apartment Ownership Act, 1970, no separate conveyance of land under the

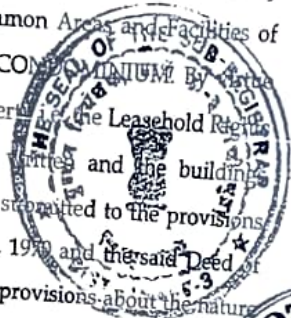


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building will be required to be executed in favour of such Apartment Condominium since a Deed of Apartment will be executed and registered in favour of individual purchaser of Tenement / Flats in the Apartment who will be the members of the Condominium and in the said Deeds of Apartments a fraction of the total ownership right in the General Common Areas and Facilities of the said Apartment Condominium will be transferred to the said Purchaser.

4. The Party of the First Part has duly executed a Deed of Declaration as contemplated by the provisions of Section 2 of the Maharashtra Apartments Ownership Act, 1970 which has been duly registered in the office of the Joint Sub-Registrar, Class-II, Thane-3 on 24.10.2008 at Serial No.6322 / 2008 wherein the Grantor therein (party of the First Part herein) has fully described the General and the Restricted Common Areas and facilities of the NEEL SIDHI ATLANTIS APARTMENTS CONDOMINIUM. By virtue of the said Deed of Declaration, the entire property of the Leasehold Rights in the land described in Schedule I herein and the building proposed to be constructed thereon have been submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970 and the said Deed of Declaration also makes various other elaborate provisions about the nature of the Association of Persons, the respective rights and liabilities, dimensions of the various apartments (referred as "Family Unit" in the Deed of Declaration), the rights in the General and/or Restricted Common Areas and Facilities of the Condominium formed by the Deed of Declaration viz. NEEL SIDHI ATLANTIS APARTMENTS CONDOMINIUM. The said Deed of Declaration and all amendments made thereto will govern the rights, obligations and liabilities of the Party of the First Part and of all the purchasers and prospective purchasers of Tenement / Flats in NEEL SIDHI ATLANTIS APARTMENT CONDOMINIUM. On account of the grant of revised Development Permission by NMMC on 23.6.2009 which is at EXHIBIT "B" hereto and on account of the permission of CIDCO granting change of user and additional FSI on 1.6.2009 which is at EXHIBIT "C" hereto, the Party of the First Part will now be executing and registering either Revised Deed of Declaration or



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Amendment to Deed of Declaration already executed. Thus, the terms and conditions of such revised/amended Deed of Declaration would be binding on the Party of the Second Part.

5. In pursuance of the aforesaid Scheme, the party of the First Part is constructing Apartment Scheme to be known as "NEEL SIDHI ATLANTIS APARTMENTS CONDOMINIUM." on the "Said Property/Land" more particularly described in Schedule 1 herein written by complying with the terms and conditions laid down in the sanctioned plan and Commencement Certificate.



6. The party of the Second Part was on a look out for a suitable residential accommodation and after coming to know of the Apartment Scheme being developed by the party of the First Part, the party of the Second Part offered to purchase one tenement being Tenement / Flat No. D-160A which is more particularly described in the Schedule II hereunder written and shown demarcated in RED COLOUR in the plan, EXHIBIT "B" to these presents along with the cost of proportionate common areas and facilities as mentioned in the Schedule II for the Lumpsum cost of Rs. 78,16,125 /- (Rupees SEVENTY EIGHT LACS SIXTEEN THOUSAND ONE HUNDRED TWENTY FIVE ONLY _____)



to be paid in accordance with the terms and conditions indicated herein

7. The party of the Second Part has demanded and was given inspection of the original title deeds of the party of the First Part referred hereinabove in Clause 1. From the inspection of the said documents, the party of the Second Part was satisfied about the title of the party of the First Part and was satisfied that the title of the land is clear and marketable and was also satisfied that the party of the First Part is entitled to construct the buildings on the "Said Property/Land".

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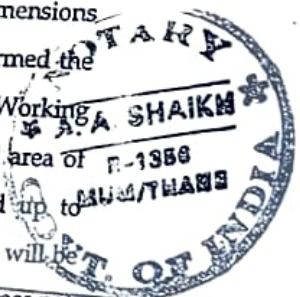
8. The party of the First Part has accepted the said offer upon and subject to the terms and conditions hereinafter contained;

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9. The parties hereto were desirous of recording the terms and conditions of their mutual understanding and agreement in writing whereby the Builder viz. the party of the First Part has agreed to sell, transfer and assign its right, title and interest in respect of the Tenement / Flat Tenement No. 1604 in the building Wing D in the said NEEL SIDHI ATLANTIS APARTMENTS CONDOMNIUM to the party of the Second Part.

NOW THIS AGREEMENT FOR SALE WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Builder shall construct various Buildings on the ~~Said Property~~ and accepted by the Purchaser in accordance with the sanctioned plans with such variations and modifications as the Builder may consider necessary or may be required by any Public Authority to be made in them without however thereby changing the structure or situation of the Tenement / Flat agreed to be conveyed in any manner prejudicial to the Purchaser. The Purchaser is aware of the fact that the dimensions mentioned in the plans are unfinished dimensions. The builder has informed the purchaser and the purchaser has understood that on account of Working Tolerance Limits of the proposed construction of the buildings, the total area of the tenement/flat agreed to be sold to the purchaser may be reduced up to maximum limit of 4% of the built up area and in that event the purchaser will be deemed to have given its consent for such reduction in area and to claim any compensation from the builder for such reduction. It is also possible that the area of Tenement / Flat agreed to be hereby sold will be more than the area of the Tenement / Flat mentioned in this Agreement after completion of construction of the said Tenement / Flat and in that event the Purchaser will be deemed to have given its consent for such increase in area and it is further agreed that the Builder will not claim any compensation or additional price from the Purchaser for such increase in the area. However, in no case the extent of light and ventilation likely to be received to the existing Tenement / Flat proposed to be sold to the Purchaser will be reduced. Adequate care will be taken by the Builder to ensure sufficient structural strength of the building and the Builder will ensure



Further agrees not to claim any compensation from the builder for such reduction. It is also possible that the area of Tenement / Flat agreed to be hereby sold will be more than the area of the Tenement / Flat mentioned in this Agreement after completion of construction of the said Tenement / Flat and in that event the Purchaser will be deemed to have given its consent for such increase in area and it is further agreed that the Builder will not claim any compensation or additional price from the Purchaser for such increase in the area. However, in no case the extent of light and ventilation likely to be received to the existing Tenement / Flat proposed to be sold to the Purchaser will be reduced. Adequate care will be taken by the Builder to ensure sufficient structural strength of the building and the Builder will ensure

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that the additional construction if made will be structurally safe.

2. The purchaser hereby agrees to purchase the Tenement / Flat bearing No. 1604 in Wing No. D on 16th floor having a approximate carpet area of 627.28 sq.ft i.e. actual area of floor in the entire Tenement / Flat including floor area of all rooms, wc/s, bathrooms, cupboards, enclosed balconies and terrace which is equivalent to 714.51 sq. ft. built up area. The Carpet Area mentioned above indicates the areas after enclosing the balconies and the cupboard areas wherever such balconies & cupboard areas are available within the Tenement/Flats and includes the areas of columns/pillars which protrude inside the Tenement/Flats. The built up area is the carpet area as defined above along with the entire area of the wall thickness including parapet walls of terrace.

The common areas and facilities proportionate to the carpet area of the said Tenement / Flat are equivalent to 240.49 sq. ft. which includes the area of fire ducts, electric ducts, plumbing ducts, electric meter rooms, lift well lift machine room, staircase, fire staircase, refuge areas, stair well, external passages, entrance lobby, overhead & underground water tanks, common toilets, security cabins, condominium office, electric sub station, external compound walls, landscaped gardens, recreational structures and facilities, fitness centre, multipurpose community hall, podium, swimming pool etc.

The total area of the said tenement/flat is thus 955 sq. ft. which is the sum of the built up area & the common areas and facilities proportionate to the carpet area of the Tenement / Flat as mentioned hereinabove.

In addition to the above, window sills admeasuring 36.60 sq.ft. and exclusive right to use and occupy the adjoining terrace admeasuring 657 sq.ft. Built up area shall also be provided.

3. The purchaser hereby agrees to purchase the Tenement / Flat No. 1604 in Wing No. D on 16th floor having an approximate carpet area of 627.28 sq.ft along with adjoining terrace admeasuring 714.51sq.ft. Built up area which is more particularly described in Schedule II hereunder written and shown demarcated in



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Red Colour in the plan annexed as EXHIBIT "B" to these presents along with the cost of proportionate common areas and facilities as mentioned in Schedule II for a lump sum cost of Rs. 78,16,125/- (Rupees SEVENTY EIGHT LACS SIXTEEN THOUSAND ONE HUNDRED TWENTY FIVE ONLY Only).

4. The Purchaser agrees to pay to the Builder the said consideration or the lumpsum cost of Rs. 78,16,125/- (Rupees SEVENTY EIGHT LACS SIXTEEN THOUSAND ONE HUNDRED TWENTY FIVE ONLY Only) in the manner as indicated below (which is correlated with the progress of construction and the various stages of construction of the concerned Tenement / Flat and the Purchaser will be liable and bound to make the payments respectively of the progress of construction of the other wings of the Buildings or other Tenement / Flats situated in the same wing in which the Tenement / Flat agreed to be sold by this Agreement is situated) :-



a) By payment of 20% of the lumpsum cost as under:-

i) Rs. 15,63,225/- (Rupees FIFTEEN LACS SIXTY THREE THOUSAND TWO HUNDRED TWENTY FIVE ONLY Only) as earnest money on / or before the execution of this Agreement;

ii) Rs. _____ /- (Rupees _____ Only) within 15 days from the date of execution of this agreement

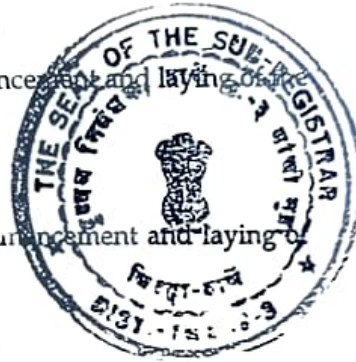
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- b) 10% of the total lumpsum cost on commencement of the plant level;
- c) 3 % of the total lumpsum cost at the time of the commencement and laying of the First slab;
- d) 3 % of the total lumpsum cost at the time of the commencement and laying of the Second slab;
- e) 3% of the total lumpsum cost at the time of the commencement and laying of the Third slab;



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- f) 3% of the total lumpsum cost at the time of the commencement and laying of the Fourth slab;
- g) 3% of the total lumpsum cost at the time of the commencement and laying of the Fifth slab;
- h) 3% of the total lumpsum cost at the time of the commencement and laying of the Sixth slab;
- i) 3% of the total lumpsum cost at the time of the commencement and laying of the Seventh slab;
- j) 3% of the total lumpsum cost at the time of the commencement and laying of the Eighth slab;
- k) 3% of the total lumpsum cost at the time of the commencement and laying of the Ninth slab;
- l) 3% of the total lumpsum cost at the time of the commencement and laying of the Tenth slab;
- m) 3% of the total lumpsum cost at the time of the commencement and laying of the Eleventh slab;
- n) 3% of the total lumpsum cost at the time of the commencement and laying of the Twelfth slab;
- o) 3% of the total lumpsum cost at the time of the commencement and laying of the Thirteenth slab;
- p) 3% of the total lumpsum cost at the time of the commencement and laying of the Fourteenth slab;
- q) 3% of the total lumpsum cost at the time of the commencement and laying of the Fifteenth slab;

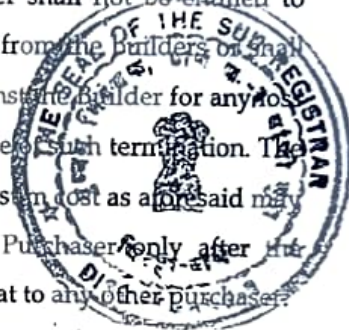


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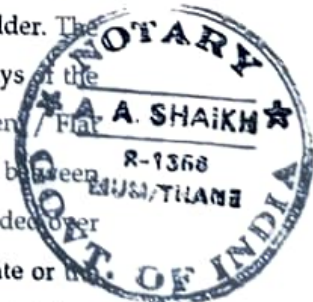
number of days of delay in payment and will be payable even for a fraction of a month at the above rate proportionately. However, the delay payment charges may be recovered by the Builder along with the installment or at the time of the transfer/possession of the said Tenement/Flat at the sole discretion of the Builder. In the event of three consecutive defaults being committed by the Purchaser in paying the amounts due on their respective due dates, the Builder shall be at liberty to put an end to this Agreement after serving a prior written notice of 15 days on the Purchaser, and in that event 20% of the lumpsum cost of the said Tenement / Flat shall stand forfeited in favour of the Builder. On the Builders terminating this agreement under this clause they shall be at liberty to sell the said Tenement / Flat to any other persons as the builder may deem fit and at such price as builders may determine and the flat purchaser shall not be entitled to question such sale or to claim any amount whatsoever from the Builders or shall not have any claim whatsoever of any other nature against the Builder for any loss or damage that may be caused to the Purchaser by virtue of such termination. The balance amount, if any, after deducting 20% of the lumpsum cost as aforesaid may be refunded without interest by the Builder to the Purchaser only after the builders have disposed off/sold the said Tenement / Flat to any other purchaser.



6. The Purchaser hereby agrees that notice contemplated under these presents, if issued, to the Purchaser at its address herein above referred shall be deemed to have been received by the Purchaser.

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7. Possession of the said Tenement / Flat shall be delivered to the Purchaser after the Tenement / Flat is ready for use and occupation provided all the amounts due by the Purchaser under this Agreement are paid to the Builder. The Purchaser shall take possession of the said Tenement / Flat within 15 days of the Builder giving written notice to the Purchaser intimating that the Tenement / Flat is ready for use and occupation. But it is hereby agreed and understood between the parties to this Agreement that, in no event the possession shall be handed over by the Builder without the Builder first obtaining a Completion Certificate or Occupancy Certificate from the local authority viz. Navi Mumbai Municipal Corporation in respect of the concerned Tenement / Flat agreed to be sold.



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the Fifteenth slab;

- r) 3% of the total lumpsum cost at the time of the commencement and laying of the Sixteenth slab;
- s) 4% of the total lumpsum cost at the time of the commencement of the brickwork;
- t) 4% of the total lumpsum cost at the time of the commencement of the Plaster;
- u) 3% of the total lumpsum cost at the time of the commencement of electric work
- v) 3% of the total lumpsum cost at the time of the commencement of plumbing work;
- w) 3% of the total lumpsum cost at the time of the commencement of doors windows work;
- x) 3% of the total lumpsum cost at the time of the commencement of tiling and flooring;
- y) 2% of the total lumpsum cost at the time before taking possession of the Tenement / Flat.

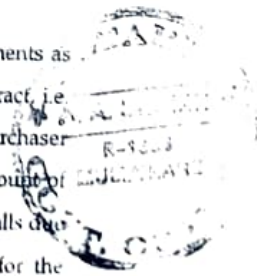


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construction is

The total amount due as per the current stage of construction is Rs. 78,16,125 /- (Rupees SEVENTY EIGHT LACS SIXTEEN THOUSAND ONE HUNDRED TWENTY FIVE ONLY Only) which you have agreed to pay within 15 days from the date of signing these presents.

5. If the Purchaser Commits default in payment of any of the installments as aforesaid on their respective due dates, time being the essence of the contract, i.e. within 15 days of the written notice of demand being served upon the Purchaser by the Builder, the Builder will be at liberty to charge interest on the amount of installments falling due at the rate of 2% per month from the date when it falls due to the date of payment. The interest at the above rate will be payable for the

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8. Upon possession of the said Tenement / Flat being delivered, the Purchaser shall be entitled for the use and occupation of the said Tenement / Flat and after the Purchaser taking possession of the said Tenement / Flat he/she shall not have any claim against the Builder in respect of any item of work in the said Tenement / Flat which may be alleged to have not been carried out or completed.

9. The Purchaser shall be liable to bear and pay all statutory levies of the State/ Central Government applicable from time to time and taxes and all local taxes, water and electricity charges insurance, proportionate property tax, Cess and other services and outgoing payable in respect of the said Tenement / Flat from the date of the completion certificate issued by the Municipal Corporation and such other levies which are or may be imposed by the Municipal Corporation, State/Central Government and /or public authority from time to time in respect of the said Tenement / Flat.

10. If any Service Tax / Work Contract Tax/ VAT and any other new tax is levied or imposed by the State/Central Government and/ or any Local Authorities for this transaction then such taxes shall be borne and paid by the Purchaser solely. However if the builder has paid the above mentioned taxes on behalf of the purchaser then the purchaser shall reimburse the amount paid as and when demanded by the Builder. In the event the purchaser defaults in making payment of the same he shall be liable to pay the delay payment charges for the same which shall attract interest @ 2% per month till the payment is made.



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11. The Purchaser agrees and binds himself/herself to pay regularly every month by the 7th of each month or as decided by the Association of Neel Sidhi Atlantic Apartment Condominium, the proportionate share of the out goings and expenditures as may be decided by the Condominium for (a) Insurance premium (b) All municipal and other taxes and outgoing that may from time to time be levied against the land and / or building, including water taxes, water cess and water charges, non agricultural cess, etc. (c) Outgoing for the maintenance of the building and other outgoing and collection charges incurred in connection with the said property including common electricity charges. The Purchaser shall keep deposited with the Builder a sum of Rs. 11,000/-



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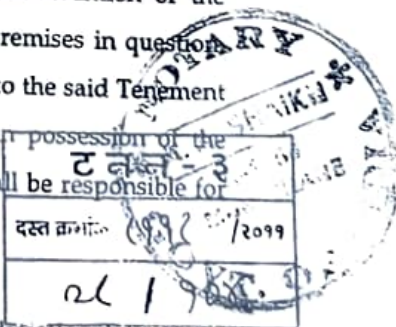
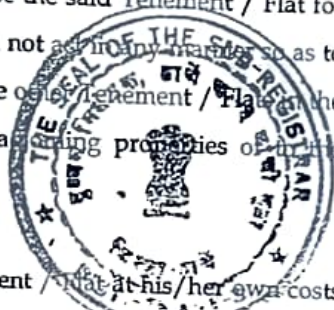
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as deposit free of interest towards the aforesaid expenses and out goings and the said sum shall remain with the Builder until the start of the functioning of the Condominium as aforesaid and on such functioning, the aforesaid deposit shall be transferred to the said Condominium after deducting the proportionate share of the aforesaid expenses. Further the Purchaser agrees that if the above said deposit is utilized fully and even then the Association / Condominium is not formed then in such an event the Purchaser agrees to pay the additional deposit free of interest to be utilized by the Builder for the same purpose.

12. The Purchaser shall not use or allow to be use the said Tenement / Flat for any purpose other than the approved use and shall not ~~act in any manner so as to~~ cause nuisance or annoyance to the occupiers of the said Tenement / Flat of the said building or to the Owners or occupiers of ~~adjacent~~ ^{neighboring} properties of the general public.

13. The Purchaser shall maintain the said Tenement / Flat at his/her own costs in a good and tenantable conditions and shall not do or suffer to be done anything in or to the said building or the said Tenement / Flat or the staircase and common passages which may be against the rules or Bye-laws of the Navi Mumbai Municipal Corporation or any other authority or contrary to any Byelaws framed by the Association of Persons of the Purchasers in the said Building viz. Neel Sidhi Atlantis Apartment Condominium or which may be in contravention of the provisions of any law for the time being applicable to the premises in question nor shall the Purchaser change, alter or make additions in or to the said Tenement / Flat or the building or any part thereof after it is put in possession of the Tenement / Flat agreed to be hereby sold. The Purchaser shall be responsible for any breach of the above referred conditions.

14. Provided that it does not in any way affect or prejudice the right of the Purchaser in respect of the said Tenement / Flat, the Builder shall be at liberty to sell or assign, transfer or other wise deal with their right, title and interest in the said land described in the Schedule I hereunder written, and in the building to be



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safeguarding the interests of the Builder and / or of the Land Owner and/or of the Condominium of the other Tenement / Flat holders in the said building.

19. The Purchaser and the person to whom the said Tenement / Flat is sold, let, sub let, transferred, assigned or given possession of, hereby agrees and undertakes to join in the membership of the Condominium as aforesaid and to observe and perform all the rules and regulations which the said Condominium may adopt and the additions, alterations or amendments thereof for the protection and maintenance of the said building and the Tenement / Flats therein and for the observance and carrying out of the building rules and regulations and the Bye laws for the time being of the said Condominium or of the Navi Mumbai Municipal Corporation and of other public bodies or the Government.

20. The Purchaser and the persons to whom the Tenement / Flat is sold, let, sub- let, assigned, transferred or given possession of shall observe and perform all the stipulations and conditions as may be laid down by the said Condominium regarding the occupation and use of the buildings, regarding the Tenement / Flats therein and shall pay and contribute regularly and punctually towards the proportionate taxes or expenses or other out goings in accordance with the terms of this Agreement.

21. The Purchaser/s will not at any time demolish or cause to be demolished the Tenement / Flat or any part thereof agreed to be taken by him/her/them nor at any time make or cause to be made any additions or alternations of whatsoever nature to the said Tenement / Flat or any part thereof. The Purchaser/s shall not permit the closing of verandah, lounges, balconies etc. or make any alterations in the elevation and outside colour scheme of the Tenement / Flat to be acquired by him/her/them.

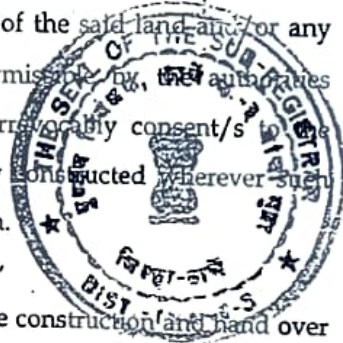
22. The Purchaser/s hereby gives his/her/their express consent to the Builders to raise any loan against the said plot and/or the said buildings under construction and to mortgage the same with any bank or bankers or any other financial institution/s or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the Builders at their



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and optimum use and enjoyment of the various portions of the said land and/or any part/parts thereof or of the Buildings in such manner as may be desired by the Builder, the Builder shall be entitled to grant, over and upon or in respect of any portion/portions of the said land, all such rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers, water, electricity, telephone connections and/or installations and other services in the "Said Property" and / or any part / parts thereof right of use and enjoyment of all amenities and facilities provided and / or agreed to be provided in the "Said Property" 'and/or any part/parts thereof for the more beneficial and optimum use and enjoyment of the same in such manner as may he desired by the Builder. The Builder shall, if it so desires, be also at liberty to form and incorporate one ultimate body hereinafter referred to in respect of the said land and/or any part/parts thereof subject to the same being permissible by the authorities concerned and the Purchaser/Purchasers hereby irrevocably consent/s to the same. The term ultimate body shall be accordingly constructed wherever such construction is permissible in relation to the said term.



26. It is agreed that the Builder shall complete the construction and hand over the possession of the Tenement / Flat to the purchaser on or before October, 2011 provided all the other terms of this agreement are fulfilled by the purchaser. The Builder shall be entitled to reasonable extension of time for giving delivery of possession of the Tenement / Flat agreed to be hereby sold beyond this date, if the completion of building in which the Tenement / Flat is to be situated is delayed on account of:

- Non availability of steel, cement, other building material, water or electric supply.
- War, civil commotion or act of God.
- Any notice, order, rules, notification of the Government and/or other public or Competent Authority.
- Any order of injunction or restraint from any judicial or quasi judicial or administrative authority.

दस्तावेज नं. ३
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३२ / १०८

27. The terrace or terraces of any of the building or buildings constructed on the said land hereditaments and premises including the parapet walls shall

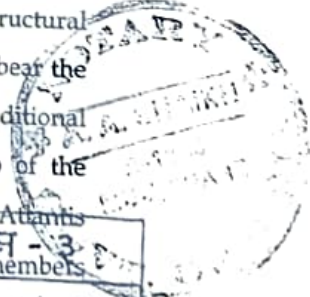
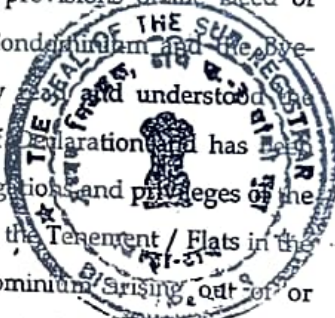
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own expenses on or before the formation of the Apartment Condominium.

23. The Purchaser has purchased the said Flat as an Investor. The Purchaser intends to sell the said flat within a period of three / one years from the date of this Agreement. In the event the said Flat is sold within three/one years then the Purchaser shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Bombay Stamp Act, 1958. Without prejudice to the Purchaser's right as an Investor, the Purchaser may continue to hold the said Flat like any other Purchaser if he does not sell it within three/one years.

24. The rights of the Purchaser as purchaser of the said Tenement / Flat shall be recognized and regularized in accordance with the provisions of the Deed of Declaration of the Neel Sidhi Atlantis Apartment Condominium and the Bye-Laws of the Condominium. The Purchaser has fully read and understood various terms, conditions, provisions of the Deed of Declaration and has fully appraised of the respective rights, liabilities, obligations and privileges of the parties hereto and the other prospective purchasers of the Tenement / Flats in the building of Neel Sidhi Atlantis Apartments Condominium arising out of or flowing from the Deed of Declaration. It is expressly made known to Purchaser by the Builder that on account of the revised Commencement Certificate dated 23.6.2009 issued by NMMC and the permission for change of user and consumption of additional FSI given by CIDCO on 1.6.2009, there will be construction of additional floors which has already been indicated in the Deed of Declaration already executed and registered. The Purchaser is also made specifically aware that the Builder has made adequate provision for structural stability of the construction which is being presently carried out so as to bear the load of such additional construction and that in the event of such additional construction, there will be a decrease in the percentage of ownership of the Purchaser in the General Common Areas and Facilities of the Neel Sidhi Atlantis Apartments Condominium and an increase or decrease in the number of members of the Condominium.



टनन-3	
दस्तावेज क्रमांक (99/ 2099)	
29	1-908

25. It is hereby agreed by and between the parties hereto that for the aforesaid purpose and all purposes of and incidental thereto, and/or for the more beneficial

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allowed to be dealt with or disposed off in any manner they choose. The Purchaser hereby confirms the same and hereby agrees not to raise any objection and/or claim reduction in price and/or compensation and/or damages on any ground whatsoever. The Deed of Apartment of the Tenement / Flat or the Conveyance of the "Said Property" shall be made subject to the aforesaid reservation. In the portion of the said building, there will be a stilt with provision for parking space consisting of Two Wheeler Parking Space and Four Wheeler Parking space. The Two Wheeler Parking space will be available for common use of all the Tenement-/ Flats situated on the Upper Floors of the Building and the Apartments while the Four Wheeler Parking Spaces will be the exclusive property of the Builder and Builder will alone have right to allot the said Parking spaces to any Purchaser of any Tenement / Flat as the Builder may decide.

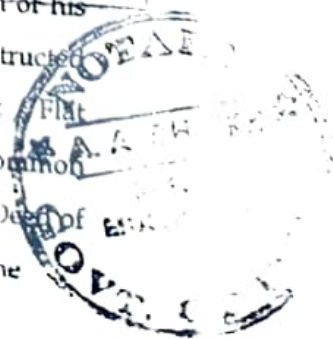


29. The Purchaser hereby agrees not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Tenement / Flat/s in the compound or any portion of the "Said Property" and the building in which the Tenement / Flat/s is/are situated.

30. Before the sale and disposal by the Builder of all Tenement / Flat/s covered/open parking spaces, and other premises in the said buildings the rights, power and authority of the Condominium of Apartment Holders of the Purchaser and other purchasers of the other Tenement / Flats shall be subject to overall authority and control of the Builder in respect of the ownership of the Leasehold Rights in the "Said Land" and any of the matters concerning the said buildings for amenities appertaining thereto and particularly the Builder shall have absolute authority and control as regards the unsold Tenement / Flats, parking spaces and all other residential or non-residential Tenement / Flats.

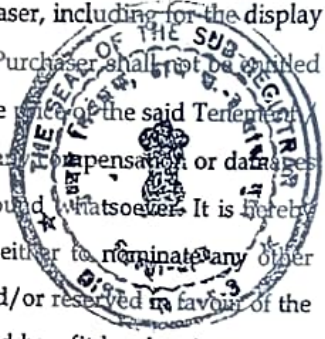
दस्तावेज - 3
दस्तावेज क्रमांक (99) / 2099
28 / 908

31. The Purchaser shall not be entitled at any time to demand partition of his interest in the "Said Property" and the building or buildings to be constructed thereon. It is agreed and understood by the Purchaser that the Tenement agreed to be purchased by the Purchaser or the undivided right in the Common Areas of the "Said Premises" which will be created on the execution of the Deed of Apartment in favour of the Purchaser is impartible and inseparable from the



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 1. A signature that appears to be 'Shilpa' or similar.
 2. A signature that appears to be 'Prakash' or similar.
 3. The initials 'K.P.' or similar.

always be the exclusive property of the Builder or his nominees unless they are sold /allotted to any particular purchaser or assignee who shall also be entitled to display advertisements in or over the walls of the terrace as well as in any portion of the said plot or to erect any telecommunication towers or telephone/mobile towers and equipments and to give a license to any person of the choice of the Builder for that purpose and shall be exclusively entitled to the income that may be derived by display of the said advertisements at any time hereafter. The Agreement with the Purchaser and other purchasers of the Tenement / Flats in the buildings and other structures shall be subject to the aforesaid rights of the Builder or his nominees or assigns who shall be entitled to use the said terrace or terraces including the parapet walls and walls of the terraces therein as well as any portion of the plot for any purpose unless they are specifically allotted to any Tenement / Flat purchaser, including for the display of advertisements and neon sign boards and the Purchaser shall not be entitled to raise any objection to or claim any change in the price of the said Tenement / Flat agreed to be acquired by the Purchaser or to ask for compensation or damages on the ground of inconvenience or any other ground whatsoever. It is hereby further agreed that the Builder shall be entitled either to nominate any other person to obtain the benefit or the rights given and/or reserved in favour of the Builder under this clause or to assign the right and benefit hereby given to any other person. Such nominees or assigns shall be admitted as member of the Condominium of Apartment Holders in the same manner as the Builder admit the Purchaser of the Tenement / Flat/s as its member in pursuance of the provisions hereinafter contained.



पुस्तक नं. ११८ / २०११
३३ / १०४

28. It is further expressly agreed by and between the parties that if the permitted Floor Space Index or density is not consumed in the buildings being put up and/or at any time further construction on the said plot is allowed, the Builder shall always have the right to put additional stories and/or consume the balance Floor Space Index in any manner the Builder may deem fit either on this plot and/or any other land of the Builder or to transfer or assign the right to use such F S I or to get floating F.S.I. from the Municipal Corporation or to get the T.D. in respect of the unconsumed/additional F.S.I. subject, however, to the necessary permission of the concerned public Authorities in that behalf and the same will be



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execution of supplementary deed of declaration and also appoints the Builder as its constituted attorney by these presents for the purpose of joining in such execution and giving consent for such execution / amendment in case such consent is required for such execution / amendment. This clause will operate as a Power of attorney in favour of the Builder for this purpose and such conferment of power will be irrevocable.

THE SCHEDULE I REFERRED TO HEREIN ABOVE

All that pieces and parcels of land bearing Plot No. 49/1 admeasuring 8001.04 Sq. Mtrs. or thereabout lying, being and situate in Sector 19-A of Nerul-Navi Mumbai within the limits of CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, Taluka and District of THANE in the Registration District and Sub-District of THANE.



The said property is bounded as follows;

ON OR TOWARDS THE NORTH: OPEN SPACE

ON OR TOWARDS THE SOUTH: 15.0 Mtrs. Wide Road.

ON OR TOWARDS THE EAST : 15.0 Mtrs. Wide Road

ON OR TOWARDS THE WEST : Plot No 49/2

दनन - ३
दस्त क्रमांक ८१८ / २०११
५८ / १०४

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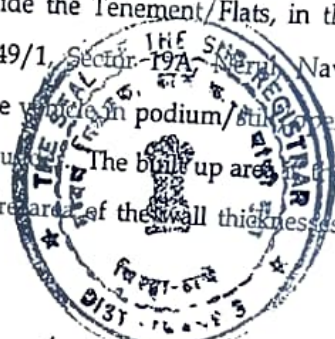
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SCHEDULE II

DESCRIPTION OF THE TENEMENT / FLAT AGREED TO BE SOLD

The Tenement / Flat no 1604 in wing D on 16th floor having a approximate carpet area of 627.28 sq.ft i.e. actual area of floor in the entire Tenement / Flat including floor area of all rooms, wc/s, bathrooms, cupboards, enclosed balconies and terrace which is equivalent to 714.51 sq. ft. built up area The Carpet Area mentioned above indicates the areas after enclosing the balconies and the cupboard areas wherever such balconies & cupboard areas are available within the Tenement/Flats and includes the areas of columns/pillars which protrude inside the Tenement/Flats, in the project named Neel Sidhi Atlantis at Plot No 49/1, Sector-19A, Navi Mumbai along with the exclusive right to park the vehicle in podium/surface space bearing no. 68 as provided by the builder. The built up area of the carpet area as defined above along with the entire area of the wall thicknesses including parapet walls of terrace.



The common areas and facilities proportionate to the carpet area of the Tenement / Flat are equivalent to 240.49 sq. ft. which includes the area of fire ducts, electric ducts, plumbing ducts, electric meter rooms, lift well, lift machine room, staircase, fire staircase, refuge areas, stair well, external passages, entrance lobby, overhead & underground water tanks, common toilets, security cabins, condominium office, electric sub station, external compound walls, landscaped gardens, recreational structures and facilities, fitness centre, multipurpose community hall, podium, swimming pool etc.

दस्तावेज क्रमांक (११८) / २०११
५२ / १०४

The total area is thus 955 sq.ft. which is the sum of the built up area & the common areas and facilities proportionate to the carpet area of the Tenement / Flat as mentioned hereinabove.



In addition to the above, window sills admeasuring 36 sq.ft. and exclusive right to use and occupy the adjoining terrace admeasuring 68 sq.ft. built up area shall also be provided.

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IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals on the day and date first herein above written.

SIGNED AND DELIVERED BY THE)
WITHIN NAMED "BUILDER / DEVELOPER")
BEING THE PARTY OF THE First PART M/s Neel Sidhi Enterprises)
M/s Neel Sidhi Enterprises, Through its partner)

1) MR. DARSHAN G. PALAN)



Darshan G. Palan
Partner



M/s Neel Sidhi Enterprises)

2) MR. PREMAL J. THAKKER)



Premal J. Thakker
Partner



IN THE PRESENCE OF WITNESSES

1) MR. NEELAYYA DUDALA)

Neelayya Dudala

2) MR. ANANT KHEMAN)



टनन - ३
दस्त क्रमांक (११८) / २०११
६२ / १०४

SIGNED AND DELIVERED)
BY THE WITHIN NAMED "PURCHASER/S")
BEING THE PARTY OF THE Second PART)

1) MR. ULHAS MADAN WADKE)

Ulhas Madan Wadke



2) MRS. RISHIMA HITESH VALECHA alias)
MITALI ULHAS WADKE)



Rishima Hitesh Valecha



IN THE PRESENCE OF WITNESSES

1) MR. NEELAYYA DUDALA)

Neelayya Dudala

2) MR. ANANT KHEMAN)



EXHIBIT "A"

CIDCO

WE MAKE CITIES

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

REGD. OFFICE

REGD. OFFICE: 2nd Floor, Nairman Point

Mumbai - 400 021.

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

00-91-22-6650 0928

FAX 00-91-22-2202 2509 / 6650 0933

HEAD OFFICE

CIDCO Bhayand: CBD-Belapur,

Navi Mumbai - 400 614.

PHONE 00-91-22-6791 8100

FAX 00-91-22-6791 8166

Ref. No.

Date :

CIDCO/EMS/EO(I)/2008/3044

15.4.2008

To,

1. M/s. Ambuja Cements Limited
Plot No.49/1, Sector-19A,
Nerul, Navi Mumbai.

✓ 2. M/s. Neel Sidhi Enterprises
The Emerald, 2nd floor,
Plot No.195-B, Sector-12,
Vashi, Navi Mumbai.



Sub: Transfer of Plot No.49/1, Sector-19A, Nerul, Navi Mumbai.

Ref: This office letter No. CIDCO/EMS/EO(I)/2008/2890 dated

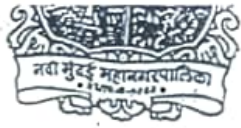
Sir,

Deed of assignment has been executed by M/s. Ambuja Cements Limited in favour of M/s. Neel Sidhi Enterprises transferring lease hold rights in respect of Plot No.49/1 Sector-19A, Nerul, Navi Mumbai. The same deed has been registered with the Sub-Registrar Thane-3 on 15.4.2008 in Sr. No.02451/2008. We are to inform you that we have corrected our record, pursuant to the above Deed of assignment, and name of M/s. Neel Sidhi Enterprises have been entered as a Lessee of the above said plot.

c.c.to:
T.P. (NMMC)



Estate Officer (I)	
ट न न - ३	
दस्त क्रमांक (११८ / २०११)	
६४ / १०४	



नवी मुंबई नगरपालिका

Municipal Corporation

पहिला माळा, नेलापूर भवन, सी.बी.टी.,
नवो मुंबई - ४०० ६१४.
दूरध्वनी क्र. : २७५७ ७० ७०
२७५७ ५७ ००
फॅक्स : २७५७ ३७ ८५

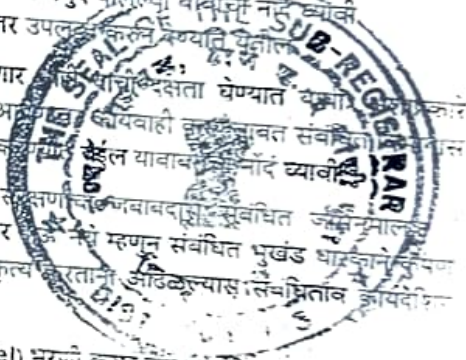
1ST. FLOOR, BELAPUR BHAVAN, C.B.D.,
NAVI MUMBAI - 400 614.
TEL. No. : 2757 70 70
2757 57 00
FAX : 2757 37 85

जा.क्र./नमुंमपा/नरवि/वा.प./प्र.क्र.ए- ११०३/२४७९/२००९
दिनांक :- २३/०६/२००९.

प्रति,
मे. निलसिध्दी एंटरप्रायजेस
भूखंड क्र. ४९/१, सेक्टर क्र. १९ए, नेरुळ
नवो मुंबई

नस्ती क्र. - नमुंमपा/वि.प्र.क्र.११००/२००८
विषय :- भूखंड क्र. ४९/१, सेक्टर क्र. १९ए, नेरुळ, नवो मुंबई या जागेत निवासी व वाणिज्य
कारणासाठी सुधारित बांधकाम परवानगी देणेबाबत.
संदर्भ :- आपले वास्तुविशारद यांचा दि. - २८/०५/२००९ रोजीचा अर्ज

महोदय,
भूखंड क्र. ४९/१, सेक्टर क्र. १९ए, नेरुळ, नवो मुंबई या जागेत निवासी व वाणिज्य कारणासाठी सुधारित बांधकाम
परवानगी देणेबाबतचा प्रस्ताव महानगरपालिकेस वरील संदर्भांमधील पत्रान्वये प्राप्त झालेला आहे. संदर्भांमधील जागेत निवासी व
वाणिज्य उपयोगासाठी सुधारित बांधकाम परवानगी मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ च्या कलम २५३ व २५४
तसेच महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ च्या कलम ४५ (१) (३) मधील तरतुदीनुसार मंजूर करण्यात येत आहे.
बांधकाम प्रारंभ प्रमाणपत्र सोबत नियोजित बांधकामासाठी जोडित आहे. तसेच खाली नमुद केलेल्या बांधकाम नोंद घ्यावी.
पाणी पुरवठा व मलनिःसारण सुविधा आवश्यक शुल्क भरणा केल्यानंतर उपलब्ध केल्या जाईल.
सार्वजनिक स्वरूपाच्या रस्त्यावर व गटारीत बांधकाम साहित्य पडणार किंवा बांधकामाबाबत संदर्भित बांधकाम नोंद घ्यावी.
बांधकाम साहित्य रस्त्यावर अथवा इतर सार्वजनिक जागेवर आढळून आल्यास अशा बांधकामाबाबत संदर्भित बांधकाम नोंद घ्यावी.
बांधकाम सुरु असताना जागेवरील रिकामे गाळे/सदनिका यांची संख्या जागेबाबत संदर्भित बांधकाम नोंद घ्यावी.
भूखंडधारक / गाळेधारक यांची राहिल. तसेच अर्धवट बांधलेल्या जागेचा गैरवापर करणे मंजूर नसताना बांधकाम नोंद घ्यावी.
भित बांधून त्या ठिकाणी अनुचित प्रकार होणार नाही याची दक्षता घ्यावी. गैरकृत्य करताना आढळल्यास संदर्भित बांधकाम नोंद घ्यावी.
कार्यवाही करण्यात येईल याची नोंद घ्यावी.



भूखंड सखल भागामध्ये असल्यास जमीनीची पातळी (Ground Level) भरणी करून तसे करावे. जमीनीची पातळी
रस्ता आणि Sewer Line यांच्यापेक्षा उंचावर असली पाहिजे. सांडपाणी, पावसाळ्याचे पाणी आणि मल यांचा निचरा योग्यपणे
होऊन भूखंडामध्ये पाणी साचणार नाही अशी भूखंडाची पातळी तयार करावी.

इमारतीचे बांधकाम मंजूर नकाराप्रमाणे करण्यात यावे. बांधकामामध्ये फेरफार अथवा वाढीव बांधकाम करावयाचे
असल्यास महाराष्ट्र प्रादेशिक व नगररचना अधिनियमातील तरतुदीनुसार सुधारित बांधकाम नकाशे मंजूर करून घेणे आवश्यक
आहे. मंजूर नकारा व्यतिरिक्त बांधकाम केल्यास ते कायद्यातील तरतुदीनुसार कारवाईस पात्र राहिल, याची कृपया नोंद घ्यावी.

कु.मा.प
ट न न - ३
दस्त क्रमांक ९९८ / २०११
६५ / १०४



“जन्म असो वा मरण आवश्यक नोंदणीकरणी”



इमारतीचे बांधकाम करणारे मजुरांचे निवासाकरीता (Labour Shod) भूखंडाचे हद्दीत आरोग्याच्या दृष्टीकोनातून त्यांचे ताल्पुरते टॉयलेटसह सोय करणे आवश्यक आहे. त्यासाठी भूखंडाचे एका बाजूचे सामासिक अंतरात ३.०० मी. रुंदीचे ताल्पुरती रोडस् टॉयलेट करण्यास परवानगी देणेत येत आहे. याबाबत पुरेशी व्यवस्था न केल्यास जोता लेव्हलचे जुडेल काम करणेस परवानगी देता येणार नाही. तसेच भोगवटा प्रमाणपत्रासाठी अर्ज करणेपूर्वी सदर शेट स्वखर्चाने काढून ठेविले जावे.

बांधकाम सुरु करताना कामाचे नाव, बांधकाम परवानगीची तारीख, वास्तुविशारदाचे नाव, जमिन मालकाचे नांव, ठेकेदाराचे नाव, बांधकाम क्षेत्रां इ. बाबी दर्शविणारा फलक लावण्यात यावा. महानगरपालिकेस माहितीसाठी ठेकेदाराचे नाव व इ. बाबी क्रमांक इ. बाबतचा तपशिल काम सुरु केल्यानंतर या कार्यालयास पाठविण्यात यावा हि विनंती.

- अट : १) प्रस्तुत भूखंडावरील इमारतीचे बांधकाम करीत असताना बांधकामामुळे आजुबाजुच्या नागरिकांना प्रदुषणाचा त्रास होणार नाही तसेच बांधकाम प्रगतीपुढावर असताना बांधकामावरील मजूर अथवा तभावितालेल्या परिसरामेथले नागरिकांच्या सुरक्षिततेसाठी National Building Code मधील तरतुदीचे अनुषंगीक कायदातील तरतुदीचे काटेकोरपणे पालन/अंमलबजावणी करणे संबंधीत भूखंडधारक/ विकासकार/ चढनकारक राहिल. जर भविष्यात आपले मालकीच्या भूखंडावर चालू असलेल्या बांधकामामुळे जिणे वा सावजनी/ खाजगी नालमतेस कुठल्याही प्रकारची हानी झाल्यास त्यास संबंधीत भूखंडधारक/विकासकार हे सर्वस्वी जबाबदार राहतील.
- २) प्रस्तुत भूखंडावर भोगवटा प्रमाणपत्रासाठी अर्ज सादर करणेपूर्वी आपले भूखंडाचे विकासकार असणाऱ्या सावजनीयक स्वरुपाचे पदपथ, रस्ते, गटारे, जलवाहिन्या, मलनिःस्कारण वाहिन्या इत्यादी बाबी साकार हानी मोहोचली असल्यास सदर बाबी पुर्वत करण्याची सर्वस्वी जबाबदारी भूखंडधारकाचो विकासकार राहिल अन्वयत भोगवटा प्रमाणपत्रासाठी अर्ज विचारत घेतला जाणार नाही, याची नोंद घ्यावी.



आपला

(Signature)

(संजय शां. वाणाईत)
सहाय्यक संचालक, नगररचना
नवी मुंबई महानगरपालिका

प्रत माहितीसाठी:-

- १) होम वर्क, वास्तुविशारद
१०३ए, त्रिशुल अपार्टमेंट, सिंधी सोसा. ८वा मजला, चेंबुर, मुंबई - ७१
- २) मुख्य वास्तुशास्त्रज्ञ व नियोजनकार, सिडको लि.
- ३) विभाग अधिकारी, नमुंमपा, नेरळ

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**NAVI MUMBAI MUNICIPAL CORPORATION
AMENDED COMMENCEMENT CERTIFICATE**

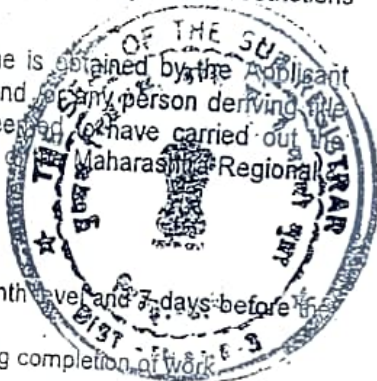
NO: NMMC/TPD/BP/Case No. A -9103 / 247 / 09

DATE:- 23/06/2009

Permission is hereby granted under Section 45(1) (iii) of the Maharashtra Regional & Town Planning Act, 1966 and Section 253 & 254 of the Bombay Provincial Municipal Corporation Act, 1949, M/s. Noelsidhi Enterprises on Plot No. 49/1, Sector No. 19A., Nerul, Navi Mumbai. As per the approved plans and subject to the following conditions for the development work of the proposed Building.

Total Built Up Area = Resi.. - 10798.515 M² + Comm.. - 1203.012 M² = 12001.525 M²
 (No of Units = Residential- 226 Nos. + Commercial (Offices)-12 Nos.) . F.S.I. = 1.50

- 1) The Certificate is liable to be revoked by the Corporation if:
 - a) The development work in respect of which permission is granted under this Certificate is not carried out or the use there of is not in accordance with the sanctioned plans.
 - b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Corporation is contravened.
 - c) The Municipal Commissioner is satisfied that the same is obtained by the Applicant through fraud & misrepresentation and the Applicant and any person deriving title through or under him, in such and event shall be deemed to have carried out development work in contravention of Section 43 or 45 of Maharashtra Regional & Town Planning Act, 1966.



2) **THE APPLICANT SHALL :**

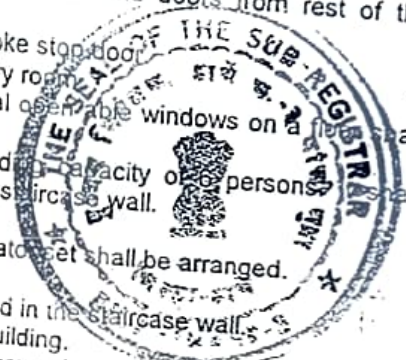
- a) Give a notice to the Corporation on completion up to plinth level and 7 days before the commencement of the further work.
 - b) Give written notice to the Municipal Corporation regarding completion of work.
 - c) Obtain an Occupancy Certificate from the Municipal Corporation.
- 3) Allow the Officers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

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

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- 4) The Certificate shall remain valid for a period of one year from the date of issue and can be further revalidated as required under provision of Section M. R. & T. P Act 1966. This commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not be any subsequent applicant for fresh permission under Section 44 of the Maharashtra Regional & Town Planning Act, 1966.
- 5) 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.
- 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.2,06,650/- 12/ S.D. Rs.1,60,021/- for Mosquito Prevention's 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 conform 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 15M. 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 operable windows on a floor shall be minimum 2.5 % of floor area.
 - e) One of the lift (Fire lift) shall have a minimum load capacity of 20 persons. All 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 staircase 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 rises shall be provided. Pump capacity 1000 ltrs./min and 250 ltrs/min. respectively. For building with height above 24 mtrs., the figures shall be 7500 ltrs. and 20,000 ltrs. and the pump capacity of 1350 ltrs/min and 450 ltrs/min respectively.
- 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 with utmost care.
- 15) Applicant/Architect should strictly follow all the conditions of lease agreement of CIDCO.
- 16) Architect will be held responsible for breach of any condition of lease-Agreement of CIDCO. 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 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) Area of required parking spaces as shown in approved plan should be marked with the material of permanent nature with numbering.
- 20) The building material in reconstruction case or soil removed from the trenches should not be dumped or stored on municipal road. It should be dumped or stored on site as would be decided by the concern Ward Officers of Navi Mumbai Municipal Corporation.



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Demolished with utmost care

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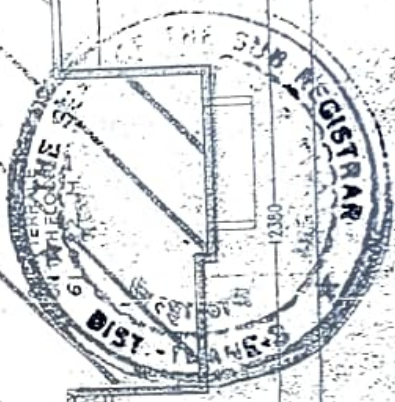
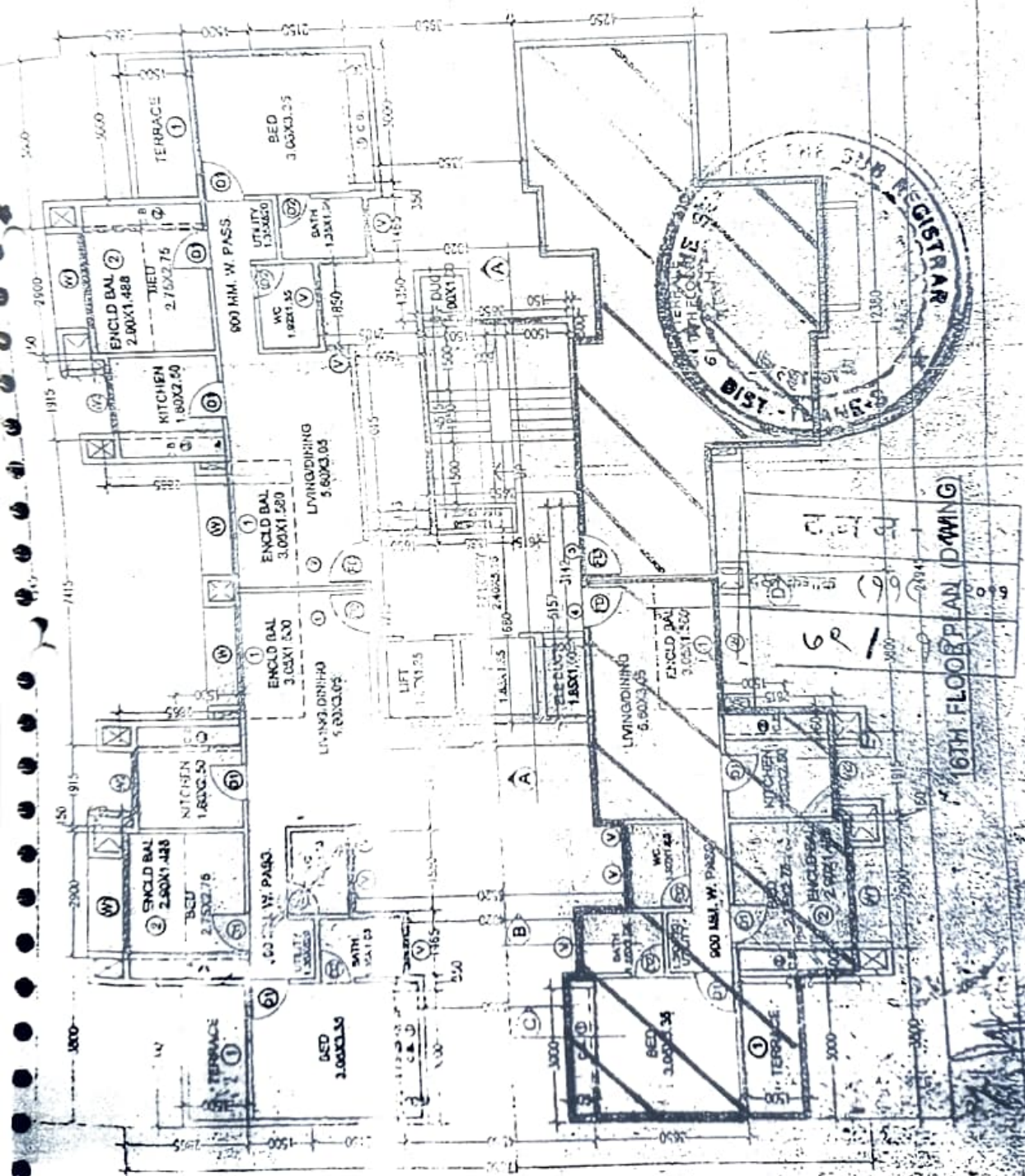
Owner & Architect



NEEL SIDHI A
 'D'-WING,
 FLAT NO. 16C
 16th

Chakraborty

16th



16TH FLOOR PLAN (DWING)

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

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

REGD. OFFICE :
"NIRMAL", 2nd Floor, Nariman Point,
Mumbai - 400 021.
PHONE : (Reception) 00-91-22-6650 0900
00-91-22-6650 0928
00-91-22-2202 2509 / 6650 0933
FAX :

Date : 01.06.2009

Ref. No. CIDCO/EMS/M(TS)/2009/2163

To,
The Partner
M/s. Neel Sidhi Enterprises
Plot No.49/1, Sector-19A,
Nerul, Navi Mumbai.

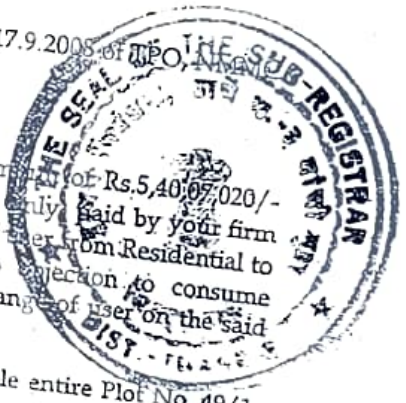
Sub.: Request for change of user and enhancement of FSI from 1.00 to 1.5 in respect of Plot No.49/1, Sector-19A, Nerul, Navi Mumbai.

- Ref: 1) Your letter dated 16.4.2008.
2) Our letter dated 21.7.2008.
3) A letter no.NMMC/TPO/2849/2008, dated 17.9.2008.
4) Our letter dated 23.1.2009.
5) Your letter dated 23.4.2009.

Sir,

Consequent upon payment of additional lease premium of Rs.5,40,07,020/- (Rupees Five Crores Forty Lacs Seven Thousand & Twenty only) paid by your firm towards enhancement of FSI from 1.00 to 1.5 with change of user from Residential to Residential + Commercial use, our Corporation has no objection to consume additional 0.5 FSI i.e. built-up area 4000.52 sq.mtrs with change of user on the said plot upon following terms & conditions :-

1. The maximum permissible F.S.I. shall be 1.5 (for the whole entire Plot No. 49/1, Sector - 19A, Nerul, Navi Mumbai).
2. The building shall be constructed for Business, Mercantile and Residential use only. This shall mean shops, restaurant and bank on ground floor and office, consulting rooms, coaching classes and residence on the upper floors. These uses are indicative and not exhaustive. However, the upper floors proposed for residential apartments shall be starting from the upper most and shall not have any use on the same floors. Access area such as staircase, lift and lobbies shall be separately provided for residential floors.
3. A maximum of 30% of the permissible F.S.I. shall be used for Mercantile and Business use.
4. Parking Requirements :
 - a) Mercantile or Business use : minimum parking space of one car (2.50m x 5.00m) for every 80 mtrs.of floor area upto 800 sq.mtrs.and one car every 160 sq.mtrs.thereafter be provided.
 - b) Residential use : A minimum parking space of one car (2.50m x 5.00m) shall be



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provided at the rate of :

One space for every four tenements of built-up area upto 45 sq.mtrs.

One space for every two tenements of built-up area more than 45 sq.mtrs. to 60 sq.mtrs.

One space for every one tenements of built-up area more than 60 sq.mtrs.

In addition to parking area specified at (a) & (b) above parking space for visitor's parking shall be provided to the extent of 10% of the above number, subject to minimum of one and 10% of the above parking space for two wheelers.

5. The above parking space shall be exclusive of 3.0m wide circulation space all around the building. If any parking space is provided under the stilts, the clear height of the stilt shall be 3.0m from the floor to floor and the floor level shall not be more than 15.00 centimeter above the plot level. The stilted parking space shall be at the disposal of the shop owners, office owners and the residence of the same plot and proof to this effect shall be submitted at the time of occupancy along with the details of the parking layout. Individual parking space shall be properly paint marked.
6. The Development Control Regulations of Navi Mumbai Municipal Corporation at the time of submitting the proposal and plan to Town Planning Officer, NMMC shall be applicable in addition to above conditions.
7. You shall segregate the commercial and residential activities within the premises with separate entries and parking spaces, to avoid inconveniences to the inmates.
8. You shall provide necessary infrastructure for electric supply as per the requirement of MSEB including sub-station if necessary.
9. The construction of enhanced FSI is required to be completed within 4 years from the date of grant of NOC from Estate Section on receipt of additional lease premium as aforesaid. Any delay beyond 4 years time limit shall entail additional lease premium as per the scale applicable under Regulation of the New Bombay Disposal of Land Regulation, 1975 prevailing at the time of grant of extension in time limit.
10. You shall provide lay-by as per the provisions of DCB for Navi Mumbai Municipal Corporation.
11. You shall be liable to pay Transfer charges for additional units to be constructed under enhanced FSI for residential units & for commercial units as per member rates prescribed by the corporation from time to time.
12. Under no circumstances, the additional lease premium payable as above shall be refunded in case you failed to utilize or you are not able to utilize the enhanced FSI with change of user for any reasons whatsoever.
13. As the construction of 7226.134 Sq.Mtrs out of 8001.04 Sq.Mtrs has been completed the construction period for the balance area of 774.906 Sq.Mtrs. is extended up to 31.3.2011.

The other terms and conditions of the Agreement to Lease dated 6.5.1994, Lease Deed dated 10.3.2008 and Deed of Assignment dated 14.4.2008 remains unchanged.

Thanking you,

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Yours faithfully,

(Signature)
Manager (Town Services)



Girish S. Godbole

B. S. L., LL.B.

ADVOCATE HIGH COURT, MUMBAI

Office : Flat No. 10, Laxmi Niwas Co-operative Housing Society Ltd., Plot No. 203 / 204,
 Shivaji Park Road No. 5, Pracharya M. M. Pinge Chowk, Mahim (W), Mumbai - 400 016

Phone : 2445 13 94 / 2446 97 37 • E-mail : girishgodbole@hotmail.com

High Court Contact : A. A. W. I., First Floor. • Phone : 2267 36 17

Monday to Friday : 11.00 a.m. To 5.00 p.m.

REVISED TITLE CLEARANCE REPORT

TO WHOMSOEVER IT MAY CONCERN



1] My Client M/s Neel Sidhi Enterprises, a Partnership firm registered under the Indian Partnership Act, 1932 having its registered office at Emerald, 2nd floor, Plot No. 195-B, Besides Neel Sidhi Tower, Vashi, Navi Mumbai- 400 703 has approached me with a request to carry out a detailed search & verification of its title in respect of the plot of land bearing Plot No. 49/1, totally admeasuring 8001.04 Sq. Mtrs., lying, being, & situate at SECTOR 19A, NERUL, NAVI MUMBAI, within the limits of the CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, TALUKA AND DISTRICT THANE, in the REGISTRATION DISTRICT and SUB-DISTRICT of THANE, which is more particularly described in Schedule herein hereinafter referred to as the "Said Property".

REGISTRATION DISTRICT - 3
 दस्ता क्रमांक 199 / 20
 08 / 1908

2] With a view to verify the said title, I have perused various documents which will be referred to and relied upon by me at an appropriate place in this certificate of title.



Girish S. Godbole