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(Fin. R. Form No. 1)

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शासनाय केलेल्या प्रकरणाची पावती

RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place Vasli दिनांक/Date 26/8/85

Received from Vijay Kumar Chaud

₹./Rs. 61750/-

on account of Sixty one Thousand and
hundred fifty only

रोखपान व लेखापाल
Cashier or Accountant



हजत ६
१/३६

ई.का.डु.-२६.००.०००-१०-२००३-सीएच.०-मि(कारण)१२० (नि)

नोंदणी महानिरीक्षक व मुद्रांक निबंधक,
महाराष्ट्र राज्य

नमुने क्र. डूके.नि. ६

चलन क्रमांक

या ठिकाणच्या

जोबापाल / उपजोबापाल
भारतीय स्टेट बँकेमध्ये भारतीय रिझर्व बँकेमध्ये

भाषांतर घाले या ठिकाणी घाले

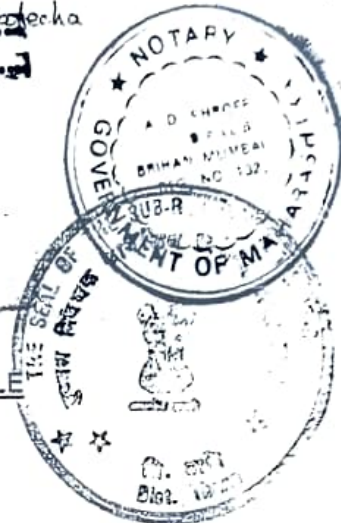
| भाषांतर घाले या ठिकाणी घाले | जोबापाल / उपजोबापाल | भाषांतर घाले या ठिकाणी घाले |
|---|--|---|
| द्विधापकीने एकत्र भरण्यात आलेल्या व्याजवे मुंबय / वदनाम आणि पत्ता <u>Mrs. Vijay Kumar Chaud</u> <u>Vaslechi, flat no. A/1701</u> <u>Seventh floor, Plot 40-24</u> <u>Sector-25, Kurla West, Mumbai</u> | लेख्यांचे वर्गीकरण विभाग : नोंदणी व मुद्रांक विभाग प्रधानशीर्ष : ००३० मुद्रांक व नोंदणी फी उपप्रधानशीर्ष : ०३ नोंदणी फी | दस्तावेजाचे / प्रत्येक महत्त्वाचे नोंदणी हजेचे (अपघटक) हजेचे (अपघटक) |
| भाषांतर घाले या ठिकाणी घाले आणि भाषांतर घाले या ठिकाणी घाले दस्तावेज नोंदणी फी | श्रीमतीशीर्ष : १०४ दस्तावेजाच्या नोंदणीसाठी फी सर्वसाधारण घट्टुली साधारण रकितः ० ० ३ ० ० १ ५ २ ० ० | दस्तावेजाचे लेखापाल |
| भाषांतर घाले या ठिकाणी घाले (अपघटक) हजेचे <u>१५६००</u> <u>Six hundred and fifty</u> भाषांतर घाले या ठिकाणी घाले दिनांक <u>25/8/2004</u> | बरोबर आहे, पैसे स्विकारले व पावत दावी. दिनांक : <u>25/8/2004</u> | दस्तावेजाचे लेखापाल |

येथे जोबापाल / उपजोबापाल भाषांतर घाले या ठिकाणी घाले



No. 192 Sixty one Thousand Seven hundred and fifty only
 दिनांक २६/१२/०७ V.K. Vatecha
 पत्ता Vashi
 2585384

26/12/07
 PROPER OFFICER
 SUB-REGISTRAR
 THANE-3 (VASHI)



AGREEMENT FOR SALE

SHREEJI PLAZA

Flat / Shop / Office No. A/701 Floor Seventh,
 On Plot No. 24, Sector - 25,
 Nerul, Navi Mumbai.

BUILDING CONSISTS GROUND + SEVEN FLOORS
 BUILT - UP AREA IN SQ. FT. =
 DECLARE RATE IN SQ. FT. =
 MARKET VALUE =
 STAMP DUTY PAYABLE =

SALE PRICE = Rs. 15,60,000/-

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 २ / ३०

S.A. Wani
 Constituted Attorney

Vatecha

OFFICE OF THE SUB-REGISTRAR
 VASHI, DIST - THANE
 MAHARASHTRA
 INDIA
 STAMP DUTY MAHARASHTRA
 R. 0061750

This Agreement is made and entered into at _____ on this

26th day of August 2004

BETWEEN



MR. I. R. SAYATA, an adult, Indian Inhabitant, residing at _____
KAILASH HOUSING SOCIETY, Bhatwadi, Barve Nagar, _____

(W), and the Proprietor of M/s. BHAVESH ENTERPRISES, A
Proprietary concern having its office at : Shop No. 7 & 8, Shreeji
Seva, Plot No. 42, Sec.42, Nerul, Navi Mumbai, thru his constituent
attorney Mr. Suresh Ambavi Vavia, hereinafter referred to as THE
BUILDERS (which expression, shall, unless it be repugnant to the
context of meaning thereof be deemed to mean and include his
legal heirs, executors, successors, administrators and permitted
assigns), of the FIRST PART.



AND

1) MR/MRS. VITAY KUMARCHAND VAICHECHA (S)

2) MR. HITESH KUMARCHAND VAICHECHA (Asc. 25)
1) PAN NO. ADKDV 7741A 2) ADYDV 4239A
hereinafter referred to as "THE PURCHASER (S)" (which
expression shall unless repugnant to the context or meaning
thereof, be deemed to mean and include his/her/their heirs,
executors administrators and assigns) of the SECOND PART.

WHEREAS

a) The City and Industrial Development Corporation of
Maharashtra Ltd., A Company incorporated under the companies
Act 1956 and having its registered office at Nirmal, 2nd floor,

सुधेश्वर
- 18 (S) / on
3 / 30

S. A. Wadia

Constituted Attorney

V. J. J.
Vaidya

3439 186 Sq Mtrs (hereinafter referred to as "THE SAID PLOT") for Commercial Complex, vide its Allotment Letter No. CIDCO/MM-PLT (NRI)/908 dated 03.06.02 for a total consideration of Rs 2.68,25,651 00 as described in the Schedule hereunder.

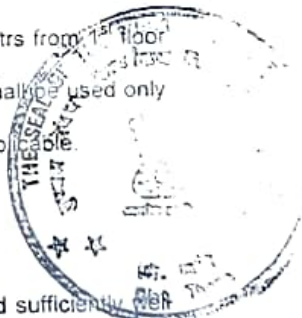
AND WHEREAS

ON PAYING THE SAID LEASE PREMIUM, the CIDCO, by an Agreement to Lease made at CBD on 20th day of February, 2003 with THE BUILDER, granted License to enter upon the said PLOT and handover the physical possession of the said PLOT for construction building for commercial purpose.



AND WHEREAS

THE BUILDER, vide his application dated 28.02.03, has applied to the Corporation for change of use of the said plot to Residential-cum-Commercial plot and on paying the premium of Rs 12,71,893/- the Corporation granted permission to change of user for residential purpose for the area admeasuring 2543.788 Sq. Mtrs from 1st floor to 7th floor, with a condition that the Ground floor shall be used only for commercial purpose as per GDCR norms as applicable.



AND WHEREAS

BUILDER seized and absolutely possessed of and sufficiently entitled to the said plot and has full rights, power and title to develop the said plot and intending to develop the said plot by constructing a multi storied building being known as 'SHREEJI PLAZA' thereon (Ground plus Seven upper floors)

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S.A. Wadhwa

Constituted Attorney

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having commercial units on Ground floor and residential units on first to seven floors as per the plans and specifications so approved by the Town planning Authorities

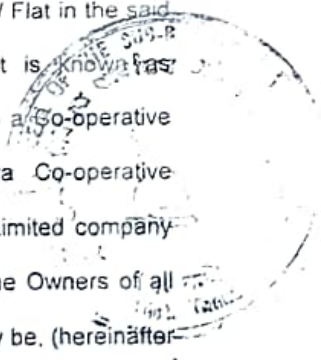
AND WHEREAS

THE Purchaser demanded from the Builder and the Builder has given inspection to the purchaser inspection of the originals of the sanctioned building plans, prepared approved by M/S BHP /ESH ENTERPRISES, (Copy of which enclosed hereto and marked as Annexure A) and the Commencement Certificate No. NMMC/TPD/BP/DP. No. 641/2003/3679/03, Dated 5/8/2003. Agreement to lease dated 20th February, 2003 which the Purchaser both hereby confirm including the title clearance issued by the Builder's Advocate Shri. R. R. Jindal (copy of which also here to annexed and marked Annexure "B")



AND WHEREAS

THE BUILDERS have agreed to sell Shop / Office / Flat in the said building named as "SHREEJI PLAZA" on what is known as ~~OWNERSHIP BASIS~~ should from themselves into a Co-operative Society duly registered under the Maharashtra Co-operative Societies Act 1960 or they should incorporate a Limited company with themselves as the Shareholders and upon the Owners of all Shops/Office/Flats and other Units as the case may be, (hereinafter referred to as THE SAID UNIT) including car parking spaces in the said building paying in full all their respective dues payable to the



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Signature of S.A. Wadia
Constituted Attorney

Signature of V. J. J.

Builders and strictly complying with all the terms and condition of their respective Agreement with the Builders

AND WHEREAS

THE PURCHASER on satisfying the title and other terms and conditions contained thereof, agreed to purchase a Flat / Shop being constructed thereon 7th floor of the said building, (hereinafter referred to as the said UNIT) admeasuring about 712.50.Ft sq. ft. of built up area (as per the aforesaid plan hereto Annexure A hereto annexed).

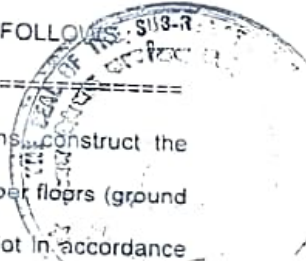


AND WHEREAS

UNDER section 4 of the Maharashtra Ownership Flats Act, the Builder is required to execute a written Agreement for Sale of UNITS to the Purchaser/s being in effect these presents and to register the said agreement under the Registration Act.

NOW THIS AGREEMENT WITNESSETH AND ITS IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The Builder shall, under normal conditions, construct the said building/s consisting of ground and seven upper floors (ground floor only for commercial purpose) on the said plot in accordance with the plan, designs, specification approved by the NMMC and which have been seen and accepted by the purchaser with only such variations and modifications and the Builder may consider necessary or as any be required by the concerned completed



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Constituted Attorney

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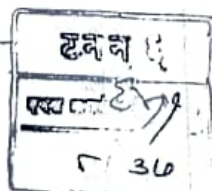
authority or NMMC to be made in them or any of them, Provided that Builder shall have to obtain prior consent in writing from the purchaser in respect of such variations or modifications which may adversely affect the above said purchased premises of the purchaser.



2. The Builder agree that it shall be the responsibility of the Builders to construct the said building as per the plans and specifications approved/to be approved by the corporation if the FSI in the locality is increased (before the said development is completed and the Completion Certificate is issued by the Corporation) and / or if the Builders decide to vary / amend the said sanctioned building plans and if the Corporation permits additional floors, and or approves amendments to the said sanctioned building plans for the purpose or otherwise then and in such event the Builder shall be entitled to and shall construct such building as per the amended building plans.

3. THE PURCHASER hereby expressly consents to the same so long as the total area of the UNITS/Premises to be purchased by the purchaser is as herein set out and the specifications, amenities, fixtures and fittings (as per Annexure-D annexed hereto) therein and the Builders shall not be required to take any further permission of the Purchaser for the same. This consent shall be considered as the Purchaser consent contemplated by Section 7 (i) (i) (ii) of the said Act.

S.A. Wani
Constituted Attorney



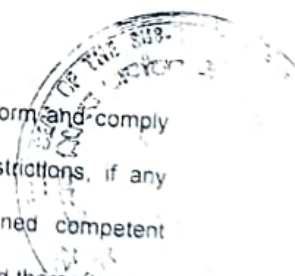
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TIME BEING ESSENCE OF CONTRACT The Agreement will stand automatically cancelled if the Purchaser fails to make the payment within time

6 If the Purchaser commits default in payment of any of the installments aforesaid on their respective due dates, the builders shall be at liberty to terminate this Agreement, in which event, the said deposit of earnest money paid by the Purchaser to the Builder shall stand forfeited. The Builders shall however, on such termination refund to the purchaser the instalments of part payment, if any, which may have till then paid by the purchaser to the Builder, but without any further amount by way of interest otherwise. On the Builders terminating this Agreement under this clause they shall be at liberty to sell and dispose off the said Premises already allotted to the Purchaser, to any other person as the Builders may deem fit, at such price as the Builders may determine and the Purchaser shall not be entitled to question such sale or claim any amount from the Builders.



7. The Builder hereby agrees to observe, perform and comply with all the terms, conditions, stipulation and restrictions, if any which may have been imposed by the concerned competent authority at the time of sanction in the said plans and thereafter and shall, before handing over possession of the said UNIT to the purchaser, obtain occupation and/or Completion Certificate



S. A. Wani

Constituted Attorney

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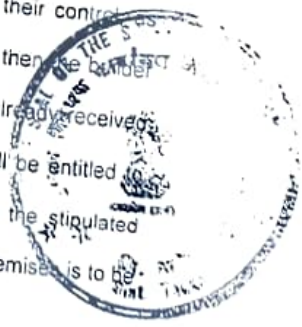
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8 WITHOUT Prejudice to the Builders, other rights under this Agreement and / or in law the Purchaser shall be liable and shall at the option of the Builders, pay to Builders, interest at the rate of 24% per annum on all amounts due and payable by the purchaser under this Agreement.

9 POSSESSION of the said Premises shall be delivered to the Purchaser after the same already for use and occupation PROVIDED all the dues payable by the purchaser under this Agreement are paid to the Builders. The Purchaser shall take possession of the Premises within 15 days of the Builders giving written notice to the purchaser intimating that the said Premises are ready for use and occupation. HOWEVER, possession of the PREMISES shall be delivered by the builders to the Purchaser by end of Sept 04.



10. IN CASE The builder fails to give Possession of the Units to the Purchaser (s) on account of reasons beyond their control per the provisions of the Section-8 of the said Act, then the builder shall be liable on demand, to refund the amount already received without any interest provided that the Builders shall be entitled to a reasonable extension for giving delivery of flat on the stipulated date, if the completion of building in which the unit/premise is to be situated is delayed on account of :-



- i) Non-availability of steel, cement and other building materials, water or electricity supply.
- ii) War, Civil Commotion or act of God.

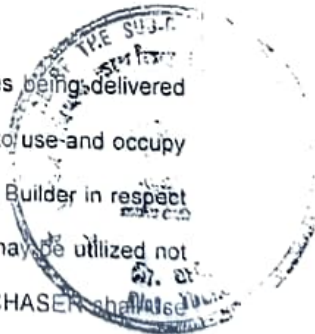
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 Constituted Attorney
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- iii) Any notice, order, rule notification of the Government, and/or other public or Competent Authority

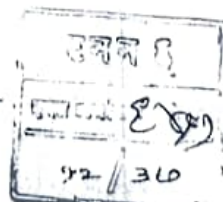
11. Commencing a week after the notice is given to the purchaser that the said Premises are ready for use and occupation, the Purchaser shall be liable to bear and pay lease rent, all taxes and charges for electricity and other services and the outgoings payable in respect of the said premises as mentioned above.

12. THE PURCHASER shall take possession of the flat within 15 days of the Builder giving written notice to the Purchaser intimating that the said flat, is ready for use and occupation. PROVIDED that if within a period of 7 days from the date of handing over the flat to the purchaser, the purchaser brings to the notice of the Builder any defect in the flat are situated or the material used therein or only later change in the construction of the said building, then wherever possible such defects shall be rectified by the Builder at their own cost.

13. UPON POSSESSION of the said premises being delivered to the Purchaser, the Purchaser shall be entitled to use and occupy the said Premises and shall not claim against the Builder in respect of any item of work in the said Premises which may be utilized not have been carried out or completed. THE PURCHASER shall not use the flat or any part there of or permit the same to be used only for the purpose to which its is allotted. The purchaser agrees not to



S.A. Wain
Constituted Attorney

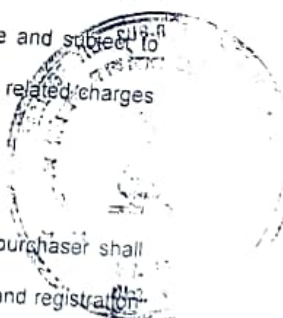
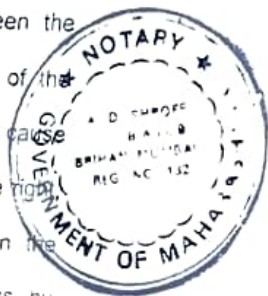


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change use of the flat or COVER the open space without prior consent in writing of the Builder.

14 THE BUILDERS have clear title and the plot or the Premises are being constructed or the said Plot is free from all encumbrances and such THE PURCHASER shall avail loan from the financial Institution. Builder shall co-operate with the Purchaser by providing necessary documents as may be required for such purposes.

15. UNLESS it is otherwise agreed to by and between the parties hereto, the BUILDERS shall within Four Months of the Registration of the Society or Limited company as aforesaid, cause to be transferred to the Society or Limited Company all the title and interest of the BUILDERS and/or the Owners in the allocate part of the said land together with the buildings by obtaining or executing the necessary conveyance and or assignment of lease of the said land (or to the extent as may be permitted by the authorities) and the said building in favour of such society or Limited Company, as the case may be and subject to payment to proportionate share of transfer or other related charges required for the same by all the purchaser.



16. At the time of registration of the Flat/Shop purchaser shall pay as per the share, to the Builder the stamp duty and registration charges payable, if any, by the said society or Limited company or the conveyance or lease or any document or instrument of transfer

S. A. Wani

Constituted Attorney

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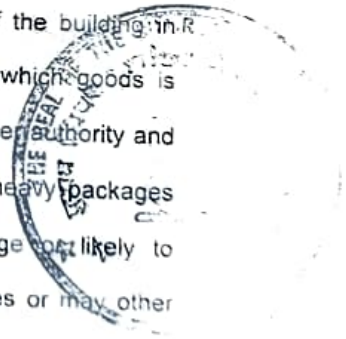
in respect of the said land and the building to be executed in favour of the society or Limited company.

17 The Purchaser/s do/doth hereby covenant with the builder as follows

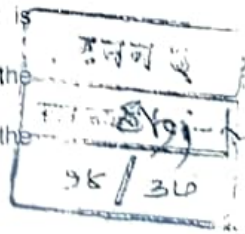
a) To maintain the flat at the flat purchasers own cost in good maintainable repair and condition from the date of possession of the flat is taken and suffered to be done anything in or to the building in which the UNIT is situated, staircase or any passage which may be against the rules regulations or bye-laws of concerned local or any other authority or change/alter or make addition in to the buildings in which the flat is situated and flat itself or any part thereof.



b) Not to store in the flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircase, common passages or may other structure of the building in which the flats is situated.



including entrance of the building in which the flat is situated and in case any damage is caused to the building on account of negligence or default of the



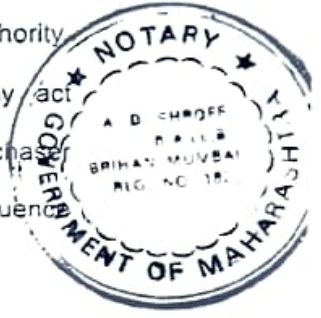
S.A. Wani

Constituted Attorney

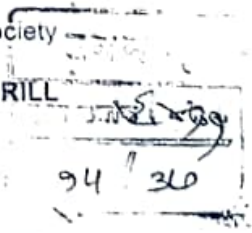
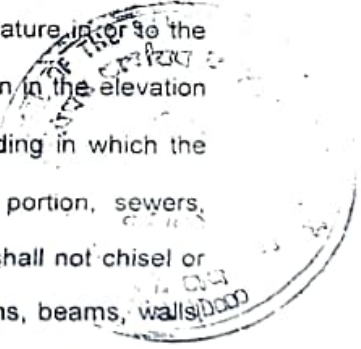
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purchaser in this behalf, the purchaser shall be liable for the consequence of the breach.

c) To carry at his own cost all internal repairs to the said flat/shop and maintain the flat in the same condition state and order in which it was delivered by the Builder to the purchaser and shall not to do or suffer to be done anything in or to the building in which the flat which may be given the rules and regulations and bye-laws of the concerned local authority or the other public authority. And in the event or purchaser committing any act in contravention of the an above provisions, the purchaser shall be responsible and liable for the consequence thereof.



d) Not to demolish or cause to be demolished the flat or any part thereof, nor at anytime make or caused to be made any addition or alteration of whatever nature in or to the flat or any part thereof nor any alteration in the elevation and outside colour scheme of the building in which the flat this situated and shall keep the portion, sewers, drains pipes in the flat is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC pardis or structural members in the flat the prior written permission of the Builder and or the society or the Limited company. No person/s can fix the GRILL



S. A. Wani

Constituted Attorney

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(No box type is allowed) pretending the level of the building.

e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

f) Not to throw dirt, rubbish, rags garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of said land the building in which the flat is situated.

g) Pay to the Builder within seven days of demand by the Builder his share of security deposit demanded or the concerned local authority or Government or giving electricity or any other services connected to the building in which the flat is situated.

h) The purchaser to hand over all the charges related to connection of electricity, water and development charges and/or any other miscellaneous charges, before taking possession of the flat including local taxes, water charges, insurance and such other levy, if any, which are imposed by the concern local authority and/or NMMC and/or other public authority, on account of charge or



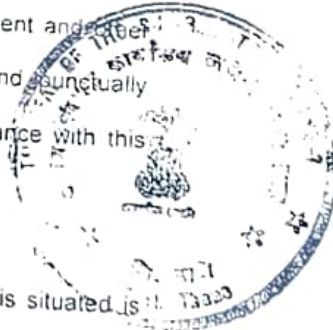
S. A. Wadhwa
Constituted Attorney
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suor of the flat by the flat purchaser, viz user for any purpose other than for residential purpose.

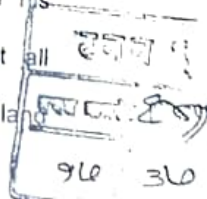
i) The Purchaser shall not let sub-let transfer, assign, or part with flat purchaser interest or benefits facts of this agreement or part with the possession of the flat purchaser under this agreement. However the flat purchaser shall be entitled to mortgage his right title and interest in the said flat in favour of financial institutions for availing housing loan if necessary



j) The Purchaser shall observe and perform all the rules and regulations which the society or the Limited company may deposit at its inception and the additions, amendments thereof that may be made from time to time for protection and maintenance of the said building and the units therein and performance of the Building rules, Regulation and bye-laws or the time being for the concerned local authority and of Government and public bodies and contribute regularly and punctually towards the outgoing expenses in accordance with this Agreement.



k) Till a conveyance of building in which flat is situated is executed the purchaser shall permit Builder and his agents, with or without workman and others, at all reasonable times, to enter into and upon the said land



S. A. Wain

Consulted Attorney

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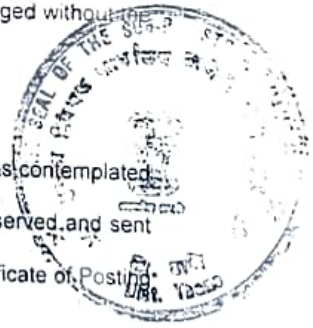
and buildings or any part thereof to view and examine the state and condition thereof.

18 Nothing is contained in this agreement intended to be nor shall be constructed as a grant demise or assignment in law of the said flat or of the said plot and building or any part thereof. The Purchaser shall have no claim save and except in respect of the UNIT hereby agreed to be sold to him along with staircase, lobbies etc Will remain the property of the Builder until the said land and building is transferred to the society/Limited company before mentioned.



19 The Purchaser or Builder shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Builder will attend such office and admit execution thereof.

20 The said building shall always be known as "SHREEJI PLAZA" and this name shall not be changed without the written permission of the Builder.



21. All notice to be served on the flat/purchaser as contemplated by agreement shall be deemed to have been duly served and sent to the purchaser, by Registered Post A.D./Under Certificate of Postage at his/her address specified below :-

Flat No. C02, Plot No. A-193 Shree Om Sai Co-operative Housing Society Ltd, Sector 20, New City, Man Mumbai, 400706.

PAN.No. ADKPV. 2741A



S.A. Wani
Constituted Attorney

Handwritten signature and initials.

22 It is also understood and agreed by and between the parties hereto that terrace space in front of adjacent to the terrace in the said buildings, if any, shall belong exclusively to the respective purchaser of the terrace flat and such terrace space are intended for the exclusive use of the respective terrace purchaser. The said terrace shall not be endorsed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Builder or the society or as the case may be the limited company.

23 This Agreement shall always be subject in the provisions of Maharashtra flat Ownership Act 1063 and the rules and made under/said Act

FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land known as plot No. 24, in Sector 25 of Nerul, containing by admeasurement 3430.186 sq. mtrs. thereabout and bounded as follows that is to say :

- On the North by : 20 Mtrs. Wide Road
- On the South by : 20 Mtrs. Wide Road
- On the East by : Plot No. 10
- On the West by : 20 Mtrs. Wide Road

SECOND SCHEDULE ABOVE REFERRED TO

On the property described in the first schedule hereinabove a building known as "SHREEJI PLAZA" Which is under construction and which would consist of flats on each floor out of the said building the Unit No. A/701



S.A. Work
Constituted Attorney

| |
|-----------|
| श्रीजि |
| एन. ए. २५ |
| १६/३६ |

(Handwritten signature)

On the 7th floor, 712.50 sq. ft Built-up area
is shown by red colour boundary line and the plan attached
herewith is agreed to sold to the purchaser

- ANNEXURE - A : Approved Plan
- ANNEXURE - B : Title Clearance
- ANNEXURE - C : Payment Schedule
- ANNEXURE - D : List of Amenities

IN WITNESS WHERE OF THE Parties to this agreement have
subscribed their hand on the day and year first mentioned
hereinabove.

SIGNED SEALED AND DELIVERED by the)
 Within named the BUILDER)
 M/s. BHAVESH ENTRPRISES)
 Through his constituent attorney)
 MR. SURESH AMBAVI VAVIA)



Constituted Attorney

in the presence of

1. [Signature])

2. [Signature])

SIGNED SEALED AND DELIVERED)

by the within named the Purchaser/s)

Shri./Smt. Vijay Kumar Chaudhary)

& Mr. Hitesh Kumar Chaudhary)

.....)

In the presence of)

1. MR. Mukesh G. Achhal)

2. Mr. Vishal K. Chugh)

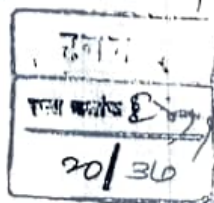


[Signature]

[Signature]

[Signature]

[Signature]



RECEIPT

RECEIVED FORM the within named Purchasers,

MR. Vijay Kumarchand Valecha & Mr.
Hitesh Kumarchand Valecha

RS. 235000/- (Rupees Two Lacs Thirty
Five Thousand only)

Deign the Part Payment Of FLAT NO 1701 On 7th
Floor, on Plot No.24, Sector -25, Nerul, Navi Mumbai, in
The Building known as "SHREEJI PLAZA", admeasuring

712 Sq. Ft. (Built Up area), under of these presents.

| | | | | |
|--------|----------|-----------------|--------|----------------|
| Date | bank | Amnt | Cheq | I SAY RECEIVED |
| 9/8/19 | CITIBanc | 235000/- | 400672 | Rs. 235000/- |
| | | <u>235000/-</u> | | |



Constituted Attorney

M/S BHAVESH ENTERPRISES

Through it's C.A.

Constituted Attorney

MR. SURESH

CERTIFIED AS TRUE COPY

WITNESSES

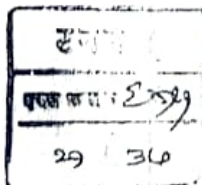
(1)

(2)



A. D. SHROFF
Notary Greater Bombay.

Shop No. 200, B. C. G. Road,
Opp. B. J. P. Office,
Chembur Colony, Mumbai-400 076.



Valecha

ANNEXURE – D

List Of amenities

- Flooring : 2*2 Granamite tiles in all rooms
- Kitchen : Decorative kitchen platform with moulding & stainless steel sink and tiles upto full height.
- Toilets : Coloured glazed tiles & sanitary ware upto full height in bathroom / toilets.
- Concealed plumbing with hot and cold mixer arrangement of reputed make.
- Powder coated heavy section sliding window with Granite moulded window frame.
- Wiring : Concealed copper wiring with phone, Internet Connection & T.V. Point in Living rooms & Master Bedrooms.
- Internal P.O.P finish walls with cornice moulding in all rooms.
- Entrance door with decorative wooden laminate and internal doors with oil paint.
- Decorative Entrance Lobby & Landscaping.
- Quality paints in all rooms.
- Exterior finish with sandtex matt & outlook paint.
- Staircase : Full designer marble flooring with decorative handrails.
- Lift of reputed make.
- Water Storage : Underground & Overhead water tanks with adequate storage capacity.
- Terrace : Special waterproofing treatment with Spartex chips.
- Adequate car parking.
- Garden for children.



S A Wani
Constituted Attorney

22/30

Vaidy

Tel.: (Res.) 766 1934
766 3314

Tel.: Office : 782 5356
782 5359
Mobile : 98213 25423

R. R. JINDAL

B.A., LL.B.
ADVOCATE, HIGH COURT

Consultation :
B-3/6/0-2, Sector - 2,
Opp. Bombay Mercantile
Co-op. Bank Main Bldg.,
Vashi, Navi Mumbai - 400 703.

Residence :
Flat No. 1, Dwarka Co-op.
Housing Society, Plot No. 30,
Sector - 9 A, Vashi,
Navi Mumbai - 400 703.

Ref.: RRJ/

Date:

C-I

12th August 2003.

TITLE CLEARANCE CERTIFICATE

OF PLOT NO.24 Sector-25, Nerul

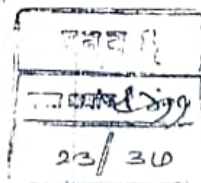
I have investigated the title of MR. I.R. SAYATA, in respect of Plot No.24, Sector-25, Nerul, Navi Mumbai admeasuring 3439.186 Sq. Mtrs. allotted CIDCO.



1. The City and Industrial Development Corporation of Maharashtra Limited, is a Government Company within the meaning of the Companies Act, 1956, having its registered office at Nirmal, 2nd floor, Nariman Point, Mumbai 400 021, (hereinafter referred to as "THE CORPORATION"). The Corporation has been declared as a New Town Development Authority under the provisions of Sub-Section (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No. XXXVIII of 1966) (hereinafter referred to as THE SAID ACT) for the New Town of Navi Mumbai by the Government of Maharashtra in the exercise of its powers for the area designated as Site for New Town under Sub-Section (1) of Section 113 of the said Act.

2. The State Government has acquired land within the delineated area of Navi Mumbai and vested the same in the Corporation by and order duly made in that behalf as per the provisions of Section 113 of the said Act.

...2



Tel. : (Res.) 766 1934
766 3314

Tel. : Office : 782 5356
782 5359
Mobile : 98213-25423

R. R. JINDAL
B.A., LL.B.
ADVOCATE, HIGH COURT

Consultation :
B-3/6/0:2, Sector - 2,
Opp. Bombay Mercantile
Co-op. Bank Main Bldg.,
Vashi, Navi Mumbai - 400 703.

Residence :
Flat No. 1, Dwarka Co-op.
Housing Society, Plot No. 30,
Sector - 9 A, Vashi,
Navi Mumbai - 400 703.

Ref. : RRJ/

: 2 :

Date

3. By virtue of being the Development Authority, the Corporation has been empowered under Section 118 of the said Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Government under said Act..

4. By a Allotment Letter No. CIDCO/MM-II/PLT/NRL/908 dated 3.6.02, a plot bearing Plot No.24, Sector 25, Nerul, measuring 3439.186 Sq.Mtrs., has been allotted to MR. I.R. SAYATA for commercial purpose and accordingly on paying the full premium, the CIDCO vide Agreement to Lease dated 20th February, 2003 handed over the physical possession of the said Plot to MR. I.R. SAYATA, (hereinafter referred to as the ALLOTTEE) for a period of 60 years for development and construction thereof initially for commercial purpose.

5. ON request and paying the required premium, the CIDCO has given permission vide its letter No. CIDCO/EMS/AEO(HQ)/2003/3774 dt. 26.3.03 for change of user viz: Residential purpose on first to seven floors consuming 2,543.788 Sq. Mtrs and ground floor only for commercial purposes subject to GDR norms.changed

6. By virtue of the said Agreement dt. 20.02.03, CIDCO has granted permission to the Builders to enter upon the said Plot and to carry out construction development work thereon in accordance with the Building Plans and/or amendments thereto

...3

28/30

Tel. : (Res.) 766 1934
766 3314

Tel. : Office : 782 5356
782 5359
Mobile : 98213-25423

R. R. JINDAL
B.A., LL.B.
ADVOCATE, HIGH COURT

Consultation :
B-3/6/0:2, Sector - 2,
Opp. Bombay Mercantile
Co-op. Bank Main Bldg.,
Vashi, Navi Mumbai - 400 703.

Residence :
Flat No. 1, Dwarka Co-op.
Housing Society, Plot No. 30,
Sector - 9 A, Vashi,
Navi Mumbai - 400 703.

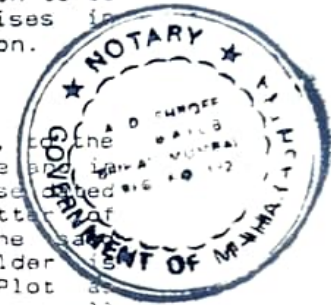
Ref. : RRJ/

Date .

: 3 :

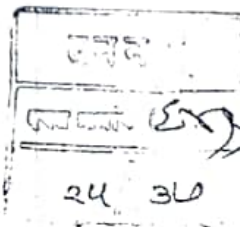
as approved and/or to be approved by NNMC and on the completion of the development of the said Plot by construction of building/s as aforesaid, CIDCO will execute a Lease Deed for a term of 60 years in respect of the said Plot in favour of the Builders/or their nominee or nominees including any Co-operative Housing Society or any organisation to be formed by the Purchasers of premises in the building to constructed thereon.

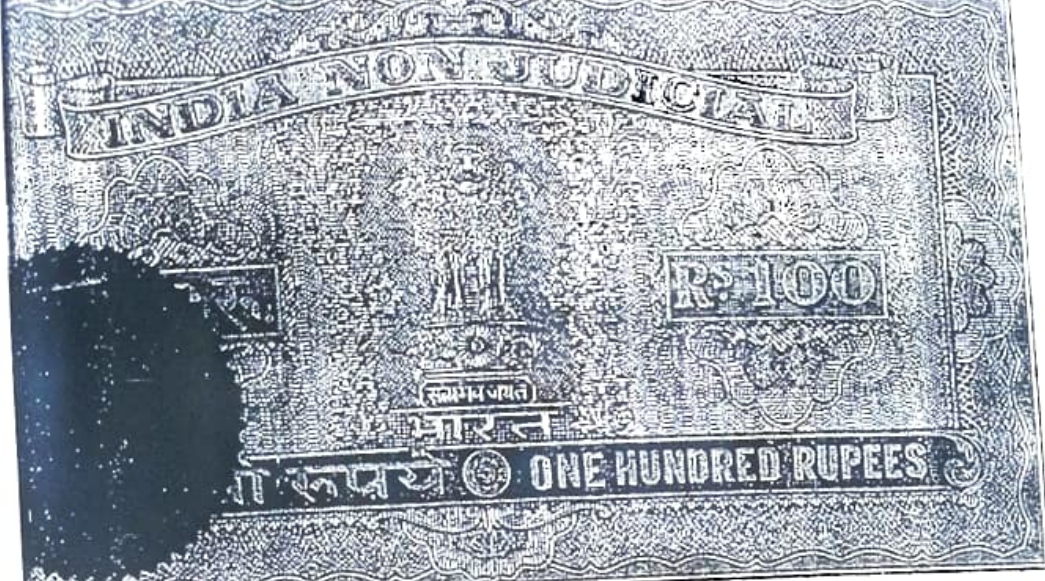
I Certify that the title of CIDCO, to the above Plot is clear and marketable in view of the said Agreement to Lease dated 20.02.03 and the subsequent letter of user change dated 26.03.03, the said Mr. I.R.Sayata, being the builder is entitled to develop the said Plot as aforesaid and to sell Units/Shops/Offices/Flats.



I am, therefore, of the opinion that the said Plot No.24 Sector-25, at Nerul, Navi Mumbai, which stands in the name of MR. I.R. SAYATA, is clear and marketable and is free from all encumbrances.

Jindal
(R.R. JINDAL)
Advocate





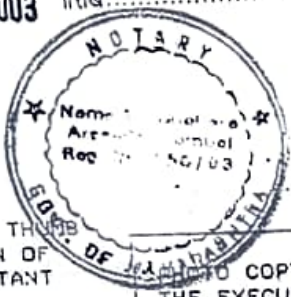
वेभव लक्ष्मी स्टॅम्प वेंडर लायसन्स क्र. १२/२०००
बी-३/६/०.२, सेक्टर २, वाशी, नवी मुंबई.

मुद्रांक प्रमुख लिपिक
कोषागार कार्यालय, ठाणे

अनुक्रमांक... ३४७५५ किंमत रु. १००/-
नांव... I. R. Sayata

20 NOV 2003

13 NOV 2003



V. S. Sankar
सो. वे.
(मुद्रांक
व्यवस्थापक)
फोन :-

C-II

LEFT HAND THUMB
IMPRESSION OF
THE EXECUTANT

TO COPY OF
THE EXECUTANT

GENERAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME

I, MR. I. R. SAYATA, Proprietor of M/s. BRAVESH
ENTERPRISES, having its Office address
Shreeji Seva, Shop No.7 & 8, Plot No.42,
Sector-42, Nerul, Navi Mumbai.

SEND GREETINGS :

...2/-

7 81 9/11/2003 2 मला

दस्तावेज
...
RE 30

WHEREAS:

I have been allotted plot of land being No.24, Sector-25, Nerul, Navi Mumbai, admeasuring 3439.186 Sq.Mtrs., by CIDCO under an Agreement to Lease Dated : 20th day of February 2003.

AND WHEREAS :

I am a builder and I am to execute certain documents, agreements and the same are required to be registered in the Office of the Sub-Registrar of Assurances Thane-6, or any other registering authorities.

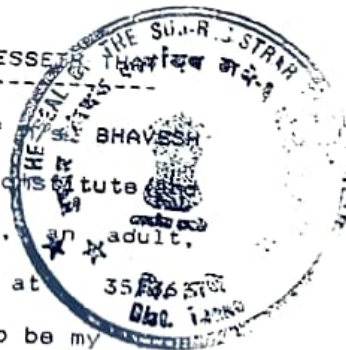
AND WHEREAS :

As I am busy with my construction work and not able to execute or present for registration of documents in the Registration Office, for the above said reason I wish to appoint MR. SURESH AMBAVI VAVIA, and confer upon him the certain powers, acts, deeds, matters and things hereinbelow stated:



NOW KNOW AND THESE PRESENTS WITNESSETH

I. MR. I.R. SAYATA, Proprietor of BHAVESH ENTERPRISES, do hereby nominate constitute and appoint MR. SURESH AMBAVI VAVIA, an adult, Indian Inhabitant, residing at 35, Sector-18A, Nerul, Navi Mumbai, to be my and lawful attorney to do in my name and on my behalf all or any of the followings acts, deeds, matters and things namely.



Handwritten signature in Marathi script.

Handwritten signature and date stamp: 20/30

The specimen signatures of my Attorney MR. SURESH AMBAVI VAVIA, are appended hereinbelow and I identify and confirm the same.

S.A. Wav

S.A. Wav



IN WITNESS WHEREOF I, MR. I.R. SAYATA, Proprietor of M/s. BHAVESH ENTERPRISES, hereto have hereunto set and subscribed my hands this day of December 2003.



81 gjeerun 2mum

MR. I.R. SAYATA, Proprietor of M/s. BHAVESH ENTERPRISES, EXECUTANT



BEFORE ME

ATTESTED BY ME *T.T. Shahare*
T.T. SHAHARE
NOTARY, GREATER MUMBAI.

ii/gpas/builder.2

Identified and Explained by

Bmas

BRAWALE
B. COM, LL.B.
Mumbai High Court
Munade Court,
MUMBAI - 400 001



8 DEC 2003



22 30



**नवी मुंबई
महानगरपालिका**

**Navi Mumbai
Municipal Corporation**

पहिला पावडा, बेलपुर भवन, सी.बी.डी.,
नवी मुंबई - ४०० ६१४
दूरध्वनी क्र : ७५७ १७ ३३, ७५७ १७ २८
७५७ ४० २२
फॅक्स ७५७ ३७ ८५

1ST. FLOOR, BELAPUR BHAVAN, C.B.D.,
NAVI MUMBAI - 400 614.
TEL No. : 757 17 33, 757 17 28
757 40 22
FAX : 757 37 85

जा.क्र./नमुमपा/नरधि/का.प./वि.प्र.क्र./२४१/२००३/३६०९०
दिनांक : ५/८/२००३

गति

श्री. आद्य आर सयात

भूखंड क्र. २४, सेक्टर-२५, नेरळ

नवी मुंबई

नस्ती क्र. नमुमपा/वि.प्र.क्र.६४१/२००३

प्रकरण क्र. ए-५६२

विषय :- भूखंड क्र. २४, सेक्टर-२५, नेरळ, नवी मुंबई या जागेत रहिवास आणि वाणिज्य कारणासाठी बांधकाम परवानगी देणेबाबत.

संदर्भ :- आपले वास्तुविशारद यांचा दि.२३-०४-२००३ रोजीचा अर्ज

नगरोदर

भूखंड क्र.२४, सेक्टर-२५, नेरळ, नवी मुंबई या जागेत रहिवास आणि वाणिज्य कारणासाठी परवानगी देणेबाबतचा प्रस्ताव महानगरपालिकेस वरील संदर्भांमिधन पत्रावर प्राप्त झालेला आहे. संदर्भांमिधन जागेत रहिवास आणि वाणिज्य कारणासाठी बांधकाम परवानगी मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ च्या कलम २५३ व २५४ तसेच महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ च्या कलम ४२(१)(३) मधील तरतुदीनुसार मंजूर करण्यात येत आहे. बांधकाम प्रारंभ प्रमाणपत्र स्वीकृत नियोचित बांधकामासाठी जडवित आहे. तसेच खाली नमूद केलेल्या घावीची नोंद घ्यावी.

पाणी पुरवठा व मलनिःसारण सुविधा आवश्यक शुल्क भरणा केल्यानंतर उपलब्ध करून देण्यात येतील. रस्त्यावर व गटारीत बांधकाम साहित्य पडणार नाही याची दक्षता घेण्यात यावी. बांधकामाबाबत बांधकाम साहित्य सल्लागार आढळून आल्यास आपणास रितसर वंड भरवाय लागेल. तसेच बांधकाम परवानगी रद्द करण्याबाबतची कार्यवाही करण्यात येईल. बांधकामची नोंद घ्यावी.

बांधकाम सुरु असताना जागेवरील रिकाने गाळे/सदनिका यांची संदर्भणाची जबाबदारी संबंधित जमिनमालक/भूखंडधारक/गाळेधारक यांची राहिल. तसेच अर्धवट बांधलेल्या जागेचा गैरवापर होऊ नये म्हणून संबंधित भूखंड धारकाने कुंपण भिंत बांधून त्या ठिकाणी अनुचित प्रकार होणार नाही याची दक्षता घ्यावी गैरकृत्य करताना आढळल्यास संबंधितांवर कायदेशिर कार्यवाही करण्यात येईल याची नोंद घ्यावी.

इमारतीचे बांधकाम मंजूर नकाशाप्रमाणेच करण्यात यावे. बांधकामामध्ये फेरफार अथवा वाढीव बांधकाम करावयाचे असल्यास महापौर प्रादेशिक नगररचना अधिनियमातील तरतुदीनुसार सुधारित बांधकाम नकाशे मंजूर करून घेणे आवश्यक आहे. मंजूर नकाशा अतिरिक्त बांधकाम केल्यास ते कायदातील तरतुदीनुसार कारवाईस पात्र राहिल याची कृपया नोंद घ्यावी.

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

आपला

(Signature)

सहाय्यक संचालक, नगर रचना
नवी मुंबई महानगरपालिका

प्रत माहितीसाठी :-

- १) आयनॅन्सन्स, वास्तुविशारद
सी-२०९, १ला मजला, से. १७, वाशी क्लव्ह्ही, वाशी, नवी मुंबई
- २) उप-आयुक्त-उपका, नमुमपा, कौपर स्टेशन
- ३) विभाग अधिकारी, नमुमपा, नेरळ

असो वास्तुश्रम आवश्यक नोंदणीकरण

Survey No., Area of Plot, ...
-shall be installed on site.

३० ३०

2

NAVI MUMBAI MUNICIPAL CORPORATION
COMMENCEMENT CERTIFICATE

NO: NMMC/TPD/BP/D P No 641/2003/3679/03

DATE: 5/8/2003

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. Shri I.R. Sayata, Plot No.24, Sector-25, Narul, Navi Mumbai. As per the approved plans and subject to the following conditions for the development work of the proposed Building

Total Built Up Area = R 2177.760 m² + C-1260.867 m² = 3438.627 M² F.S.I. = 1.00 (Residential-cum-Commercial)

- 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 for any person deriving title through or under him, in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional & Town Planning Act, 1966.

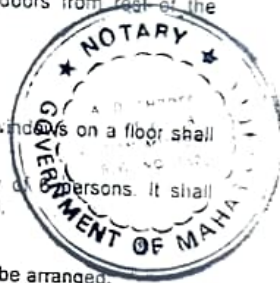
2) **THE APPLICANT SHALL :**

- a) Give a notice to the Corporation on completion upto plinth level and 8 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 in 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.
- 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.

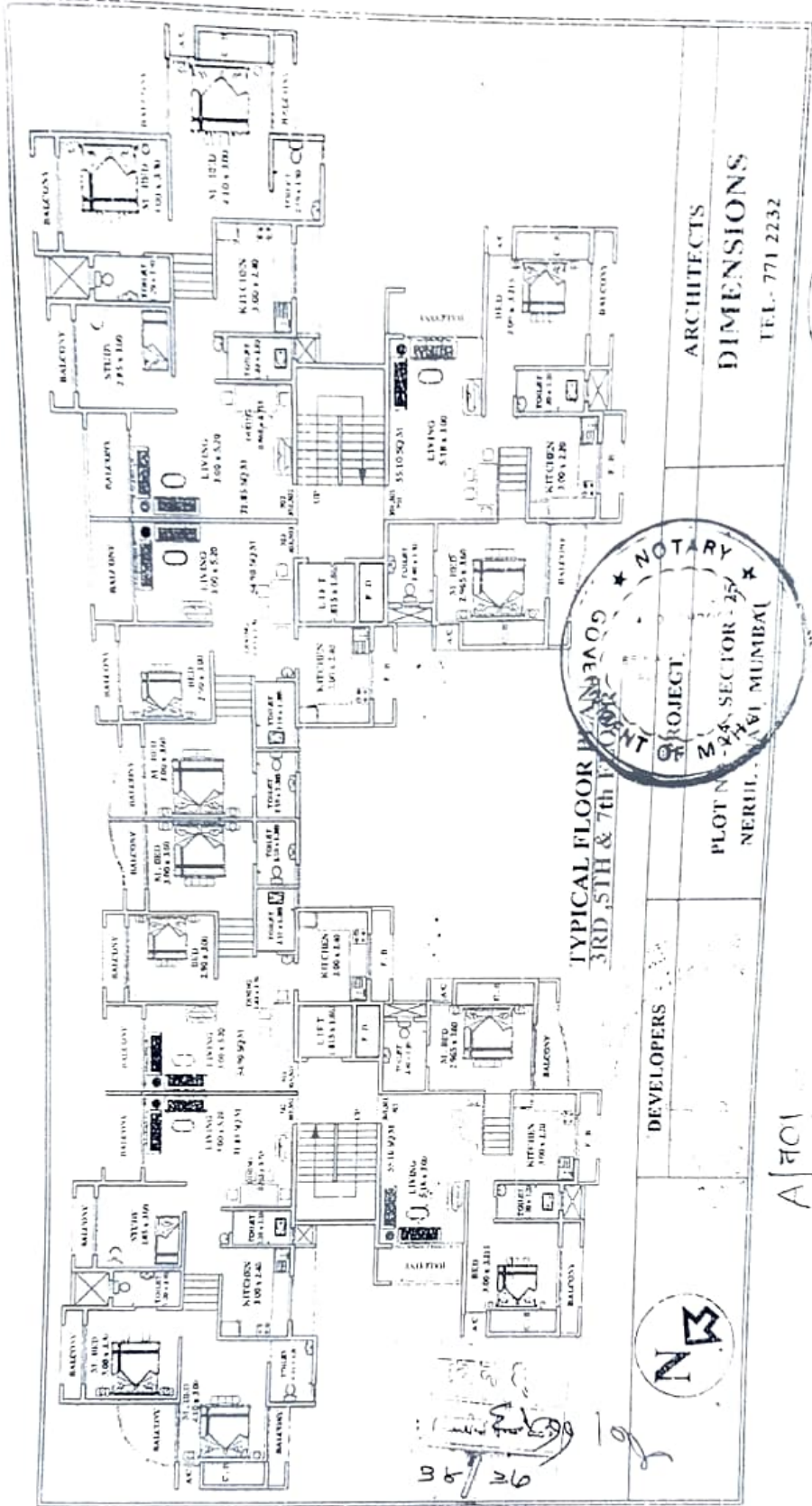


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- 8) The amount of S D Rs.48550/- S D Rs.68800/- for Mosquito Prevention, S D Rs.68800/- for debris & S.D. Rs.17500/- for Tree Plantation deposited with NMMC as Security Deposit shall be forfeited either in whole or in part at the absolute discretion 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 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 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 open able 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 1000 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 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 75000 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
- 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.



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ARCHITECTS
DIMENSIONS
TEL - 771 2232

DEVELOPERS

PLOT NO. 25
NERUL, MUMBAI



A/FOI

(Handwritten signature)

S. A. Wani
Constituent - Assisted

(Handwritten notes and scribbles)