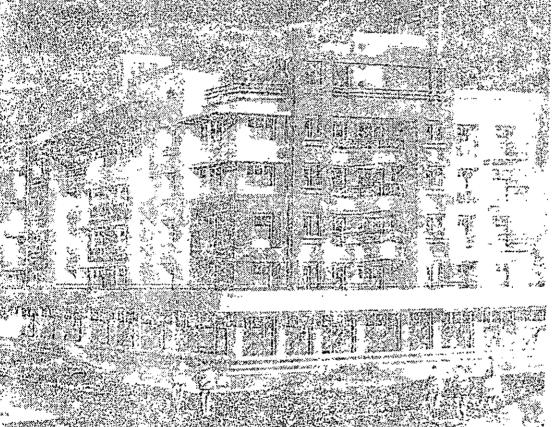
AGREEMENT FOR SALE IN RESPECT OF.





Shop / Flat No._____ Wing ____ On_

BABA GROUP



BUILDERS & DEVELOPERS :

daba mbalwob

Baba Regency, Near Ostwal Nagari. Central Park, Nallasopare (E),

पावती

Original नोंदणी ३९ म.

गावाचे नाव

पावती क्र.: 12238 दिनांक 01/12/2007

दरतऐवजाचा अनुक्रमांक

្សា2210 - ុ 2007

दस्ता ऐवजाचा प्रकार

सादर करणाराचे नाव: दिबेन्दु बिशनुपोधा बेरा

नोंदणी फी

3250.00

नवकल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजदात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (32)

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आपणास हा दस्त अंदाजे 6:14PM ह्या वेळेस मिळेल

दुय्यम निवधक

बाजार मुल्यः 324057 रु.

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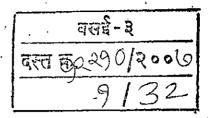
भरलेले मुद्रांक शुल्क: 5600 रु.

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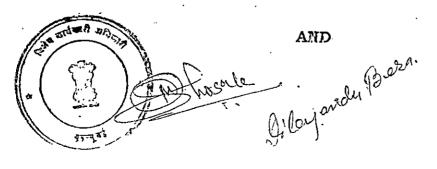


AGREEMENT

ARTICLES OF AGREEMENT is made and entered into at NALLASOPARA, on this day of _______, in the Christian year Two Thousand Seleum M/S.

BABA REALTORS a partnership firm, having its Office at Shop not green Baba.

Regency, Central Park, Nallasopara (E), Taluka Vasai, District Thane, beginning called "THE BUILDER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, sexecutors, administrators and assigns) of the FIRST PART:



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ANTHORISED SIGNATULE SO SAME TO SAME T

SHRI/ SMT. Dibyendu. Bishnupoda - Bera, Adult, residing at Room no. 180, Sai putra magar, prajapati pada, Agrec Andher (E)., hereinafter called "THE PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/their heirs, executors, administrators and assigns बरत्क्रिय १००० SECOND PART:

WHEREAS M/S SAI KIRAN CONSTRUCTION CO. through its part a) Mr. Pravin D. Jani & 2) Mr. Vispi M. Ridder are the owners of or otherwise well and sufficiently entitled to the piece and parcel of the Non Agricultural land bearing Survey No. 30, H. No.1+2+4A admeasuring 2500 sq.meters lying and being situated at village More, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai III, at Nallasopara, (hereinafter called "The said Land")

- b) AND WHEREAS by as agreement for development dated 20th Oct 2005 made between M/S.SAI KIRAN CONSTRUCTION CO., Through its partners 1) Mr. Pravin D. Jani & 2) Mr. Vispi M. Ridder (referred to therein parties of the First part) of the First part & MR. MANOJ G. BHOSALE (Partner of M/S. Baba Realtors) (Referred to therein as parties of the Second part) of the second part & herein after called "THE BUILDER". MR. MANOJ G. BHOSALE. (Partner of M/s. Baba Realtors) has agreed to develop the admeasuring 15800 sq. ft. (A & B wing) out of 2500 sq. meters said land on the terms & conditions mentioned in the said agreement.
- AND WHEREAS M/S. SAI KIRAN CONSTRUCTION CO. Through its c) partners 1) Mr. Pravin D. Jani & 2) Mr. Vispi M. Ridder has executed a substitute POWER OF ATTORONEY in favour of MR. MANOJ G. BHOSALE (Partner of M/S. Baba Realtors) for development of the said land.
- AND WHEREAS the owners have given peaceful and vacant possession c) of the said land with a intention and right to develop the same.
- The said land is converted into Layout N.A. Vide Collector Thane order d) bearing No. REV/D-1/NAP/SR/349/86 dated 25-05-1987.e]ND WHEREAS the development permission is unted to construct the residential building with slighting on the said and by the City and Industrial Development of Maharashtra Ltd., vide its letter bearing No. CIDCO/ VVSR /CC/BP-3929/E/2404 dated 14-10 2005.

AND WHEREAS the Congrespent Certificate as required under e) Section 45 of the Maharashtia Regionalizated Town Planning Act, 1966 is also granted by the City and Industrial Development Corporation of

TRUE CO Ltd., vide Dilay and Berg. CIDCO/ Maharashtra Letter No. 3929/E/2404, dated 14-10-2005.

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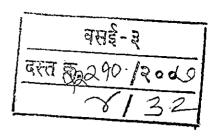
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- f] AND WHEREAS the Builder is entering into several agreement similar to this agreement with several parties who may agree to take acquire premises in the said plot of land on ownership except and subject to much modification as may be necessary or considerable, desirable or proper by the Builder with a view ultimately that the purchaser/s of the various premises along with occupants of the other premises in the said plot of land shall form a co-operative housing society or limited company the said plot of land together with the Buildings thereon will be conveyed as therein provided.
- AND WHEREAS the purchaser/s has/have demanded from the Builder gl inspection of the aforesaid Building plans, specification of and other documents referred to above including the agreement such inspection has been duly given to and taken by the purchaser/s. The purchaser/s has/have also satisfied himself/ herself/themselves about the same.
- AND WHEREAS the Builder have engaged the service of Shree Consultant h) as a Architect and Shri Gopinath Nambiyar structural engineer for preparation of the structural drawings of the Buildings and the Builder accepts the professional supervision of the architect and structural engineer till the completion of the Buildings.
- AND WHEREAS The Flat Purchaser/s demanded from the Builders and the i) Builder have given inspection to the Flat /Shop purchaser/s of all the documents of title relating to the said land, the development agreement and the plans, designs and specifications prepared by the Builder's Architect SHREE COUNSULTANT and of such other documents, as specified under the Maharashtra Ownership flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter for the sake of brevity it may be referred to as "The Said Act') and the rules made hereunder, such inspection has surchasar/s has/have also been duly given to and taken by the purchas satisfied himself/herself/themselves about the san
- AND WHEREAS the Builder has upplied to the Purchaser such of the documents as are mentioned in rule 4 of the Maharashtra Owner hip flat, rules 1964, as demanded by the Purchaser/s.

Oilbyendu Biroi. By agreed NOW, THIS, AGREEMENTS WITNESSETH AND

BETWEEN THE PARTIES HERETO AS FOLLOWS:-



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

2) The Flat/Shop purchaser/s hereby agrees to purchaser from the Builder
and the Builder hereby agrees to sell to the Flat /Shop Purchaser/s One Flat
bearing No. 30!, of Super Built up area admeasuring 29.73 square
meter, A wing (which is inclusive of the area of balconies), on 300, floor,
as shown in the floor plan thereof hereto annexed and marked annexures
in the Building known as "BARA REGENCY" (hereinafter referred to as "The
Flat") for the price of Rs. 3,02,000%- (Rupees Three lakh
Awo thousand only. only) including price of the
common area and facilities appurtenant to the premises, the nature, extent and
description of the common facilities which are more particularly described in the
schedule hereunder written.

3) The said consideration of Rs. 3,02,000/- (Rupees Three lath two thousand only only), shall be payable in the following manner:-

a) on the booking of the Flat. Rs b) on or before completion of plinth. c) Rs. on or before completion of 1st slab. d) Rs. on or before completion of 2nd slab. e) Rs. on or before completion of 3rd slab. f) Rs. on or before completion of 4th slab. Rs. g) on or before completion of Int. & Ext. Brickwork. h) on or before completion of Int. & Rs i) on or before fixing of Til Platform. j) on or before completion electrification. k) Rs. on or before possessin of the said

4) The Builder hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, any, which pay have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the flat to the flat/shop

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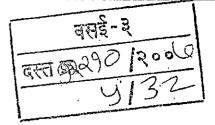
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purchaser/s, obtained from the concerned local authority occupation and/or completion certificates in respect of the Flat/Shop.

- 5) The Builder hereby declares that the Floor Space Index available in respect of the said land is _____ square meters only and that no part of the said Floor Space Index has been utilized by the Builder elsewhere for any purpose whatsoever.
- The flat/Shop purchaser/s agrees to pay to the Builder Interest at 24 (Twenty Four) per cent per annum on all the amounts which become due and payable by the Flat purchaser/s to the Builder under the terms of this agreement from the date of the said amount is payable by the Flat purchaser/s to the Builder.
- On the flat/shop purchaser/s committing default in payment on due date 7) of any amount due and payable by the flat /shop purchaser/s to the Builder under this agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoing) and on the flat/shop purchaser/s committing breach of any of the terms & conditions herein contained, the Builders shall be entitled his/her their own option to terminate this agreement.

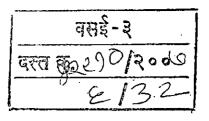
PROVIDED always that the Power if termination herein before contained shall not be exercised by the Builder unless and until the Builder shall have given to the Flat/Shop Purchaser/s fifteen days prior notice in writing of his/her/their intention to terminate this agreement and of the specification breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the flat/shop purchaser/s in remedying such breach or breaches within a reasonable time after the giving of such notice.

PROVIDED further that upon termination as aforesaid, the Builder shall refund to the flat/shop surchaser/s the installments of sale price of the flat/shop which may till have been paid by the flat/shop purchaser/s to the Builder but the Builder shall not be liable to pay to the flat/shop purchaser/s any interest on the amount so getunded and lipon termination of this agreement and refund of aforesaid amount by the Builder shall be at liberty to dispose off and sell the flat to such person and a such price of the Builder may mendy Ber in his absolute discretion think fit.

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- 8) This fixtures, fittings and amenities to be provided by the Builder in the premises and the said Buildings are those that are set out in Annexure "D" annexed hereto.
- 9) The Builder shall give possession of the premises to the flat/shop purchaser/s on or before ______ day of ______ 200__. If the Builder fails or neglects to give possession of the flat /Shop to the flat/shop purchaser/s on account of reasons beyond his/her/their agents as per the Provisions of Section 8 of Said Act, by the aforesaid date or dates prescribed in Section 8 of the said act, then the Builder shall be liable on demand to refund to the flat/shop purchaser/s the amounts already received by him/them in respect of the flat/shop with simple interest at nine percent, per annum from the date the Builder received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that the dispute, whether the stipulations specified in Section 8 have been satisfied or not will be referred to the competent authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Builder to the flat/shop purchaser/s they shall, subject to prior encumbrances, if any, be a charge on the said land as well as the construction or Buildings in which the flats are situated or were to be situated.

PROVIDED that the Builder shall be entitled to reasonable extension of time for giving delivery of flat/shop on the aforesaid date, if, the completion of Buildings in which that flat is to be situated is delayed on account of:

- i) Non-availability of steel, cement, other Buildings material, water or electric supply.
- ii) War, Civil Commotion or an act of God.
- iii) Any notice, order rule, notification of the Government and/or other public or competent authority.
- 10) The flat/shop purchaser/s shall take possession of the flat/shop within seven days of the Builder giving written flotice to the flat/shop perchaser/s intimating that the said flats/shops is ready for use and occupation.
- 11) The flat/shop purchaser/s shall use the flat/shop or any fart thereof or permit the same to be used only for the purpose of residence and commercial.

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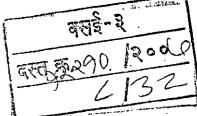
MR. S. RAUY Special Endougles Officer, Godini Wolfer, A/15, Fillin Quarter, K. Patkar Meny, Undry (Mumbal - 400 050. The flat purchaser/s along with other purchaser/s of flat/shop in the Buildings shall join in forming and registering the society or a limited company to be know by the "BABA REGENCY" co-operative Housing Society Ltd. The flat/shop purchaser/s will also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the society and for becoming a member, including the bye-laws of the proposed society and fulfill and sign and return to the Builder within seven days of the same being forwarded by the Builder to the flat /shop purchaser/s. (Regulation of the Promotion of Construction, Sale, Management and Transfer), Rules, 1964. No objection shall be taken by the flat purchaser/s if any, changes or modifications are made in draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other competent authority.

- 13) Unless it is otherwise agreed to by and between the parties hereto the Builder shall, within four months of registration of the Society, as aforesaid cause to be transferred to society all right, title and interest of the Vendor and/or the owners in the aliquot part of the said land together with the Building/s obtaining or executing the necessary conveyance and/or assignment of lease of the said land (or to the extent as may be permitted by the authorities) and the said Buildings in favour of such society, as the case may be such conveyance/assignment of lease shall be in keeping with the terms and provisions of this agreement.
- Commencing a week after notice in writing is given by the Builder to the flat/shop purchaser/s that the flat/shop is ready for use and occupation, the flat/shop purchaser/s shall be liable to bear and pay the proportionate share (i.e. proportion to the floor area at the flat/shop) of our goings in respect of the said land and Building/s namely local taxes, betterment charges or such other levies by the concern local authority and/or Government, water charges insurance, common lights, repairs and salaries of clerks, fail collections, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and Building/s. Until the society/limited company is formed and the said land and Building/s. Until the society/limited company is formed and the said land and Building/s. Sare transferred to it the flat purchaser/s shall pay to the Builder such proportionate share of our goings as may be determined. The Flat purchaser's share is see determined, the flat purchaser/s shall pay to the Builder Provisional monthly contribution of

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Rs.____/- per month towards the outgoing. The amounts so paid by the flat/shop purchaser/s to the Builder shall not carry any interest and remain with the Builder until a conveyance/ assignment of lease is executed in favour of the society as aforesaid, subject to the provisions of Section 6 of the Act, on such conveyance/ assignment of lease being executed, the aforesaid deposits (less deductions provided for this agreement) shall be paid over by the Builder to the society or the limited company, as the case may be. The flat /shop purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoing regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

- 15) The flat purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Builder the following amounts:-
- 1) Rs. 1,000/- for legal charges.
- 2) Rs. 350/- for share money, application entrance fees of the society.
- 3) Rs. 1000/- for formation and registration of the society of limited company.
- 4) Rs. 2,000/- for proportionate share of taxes and other charges.

Rs.4,350/-

- 16) The Builder shall utilise the sum of Rs. 2,350/- paid by the purchaser/s to the Builder for meeting all legal costs, charges and expenses, including professional costs of the attorney-at-law/ advocates of the Builder in connection with formation of the said society, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this agreement and the conveyance or assignment of lease.
- At the time of registration the flat purchaser/s shall pay to the Builder the flat/shop purchaser's share of stamp duty and registration, therees payable, if any, by the said society or limited company or the toriveyance or has or any documents or instrument of transfer in respect of the said land, and the Building/s to be executed in favour of the society

18) The flat/shop purchaser/s or himself/herself/themselves with intention to bring all persons into whatsoever hands the flat may come, doth her by covenant with the Builden as follows:-

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- To maintain the said flat/shop at flat/shop purchasor's own costs in good al tenantable repaid and condition from the date of possession of the flat/shop is taken and shall not do or suffered to be done anything in or to the Buildings in which the flat/shop is situated, staircase or of any passages which may be against the rule, regulations or bye-laws or concerned local or any other authority or change/alter to make addition in or to the Buildings in which the flat/shop is situated the flat itself or any part thereof.
- Not to store in the flat/shop any good which are of hazardous, combustible b) or dangerous nature or are so heavy as to damage the construction of structures of the Building/s in which the flat/shop is situated or storing of which good is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passages or any other structure of the Building/s in which flat/shop is situated, including entrances of the Building/s in which the flat/shop is situated and in lease and damaged is caused to the Building/s in which the flat/shop is situated or the flat/shop on account of negligence or default of the flat purchase/s in this behalf, the flat/shop purchaser/s shall be liable for the consequences of the breach.
- To carry at his/her/their own cost all internal repairs to the said flat/shop and maintain the flat/shop in the same conditions, state and order in which it was delivered by the Builder to the flat purchaser/s and shall not do or suffering to be done any thing in or to the Building/s in which the flat/shop is situated or the flat/shop which may given the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the flat/shop purchaser/s committing any act the contravention of the above provision, the flat/shop purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- or y part thereof, Not to demolish or cause to be demolised nor at any time make or cause to be made any addition of alteration of whatsoever nature in or to the flat/shop or any part thereof, nor any alteration in the elevation and outside colour scheme on the Building sin which the flat/shop is situated and shall keep the portion, sewers, drains pipes in the flit/shop and appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the Building/s in which the . Diloyander Po essa

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flat/shop is situated and shall not chise or any other manner damage to columns, beams, walls, slabs, or R.C.C. Paradis or other structural members in the Flat/shop without the prior written permission of the Builders and or the society or limited company.

- 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/s in which the flat is situated or any part thereof or whereby any increases premium shall become payable in respect of the insurance.
- Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat/shop in the compound or any portion of the said land and the Building/s in which the said flat/shop is situated.
- Pay to the Builder within seven days of demand by the Builder, their share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the Building/s in which the flat/shop situated.
- To bear and pay increase in local taxes, water charges, insurance and such other levies, if any which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the flat by the flat /shop purchaser/s viz. user for any purposes other than for residential purposes.
- The flat/shop purchaser/s shall not resale, let, sub-let, transfer, assign or part with flat purchaser's interest or benefit factor of this agreement or part with the possession of the flat/shop until all the dues payable by the flat/shop purchaser/s to the Builder under this agreement are fully paid up and only if the flat/shop purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the flat/shop purchaser/s has/have intimated his above mentioned intention in

j) The flat/shop purchaser/s shall observe and perform all the rules and regulations which the society may adopt at its inceptions and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building/s and Therein and for the observance and and

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performance of the said Building's and the flats therein and for the observance and performance of the said Building's Rules, Regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The flat purchaser/s shall also observe and perform all the stipulations and conditions laid down by the society regarding the occupation and use of the flat/shop in the Building/s and shall pay and contribute regularly and punctually towards the taxes, expenses or other out goings in accordance with the terms of this agreement.

- k) Till a conveyance of Building/s in which flat/shop is situated is executed the flat purchaser/s shall permit the Builder and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and building/s or any part thereof to view and examine the state and condition thereof.
- l) The Builder shall maintain a separate account in respect of sums received by the builder from the flat purchaser/s as advance or deposits, sums received on account of the share capital for the promotion of the Co-operative society or towards the outgoing, legal charges and shall utilise the amounts only for the purposes for which they have been received.
- m) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flats/shops or of the said plot and Building/s or any part thereof. The flat/shop purchaser/s shall have no claim save and except in respect of the flat hereby agreed to be sold to them and all open spaces, parking spaces, lobbies, staircases, recreation spaces etc., will remain the property of the Builder until the said land and Building/s is transferred to the society as herein before mentioned.

n) Any delay tolcrated or indulgence shown by the Builte, in enforcing the terms of this agreement or any forbest ance or giving of time to the flat/shop purchaser/s by the Builder shall not be construed as a waiver on the part of the Builder of any breach or non-compliance of any of the terms and conditions of this agreement by Flat/shop purchasery's nor shall the same in any manner prejudice the right of the Builder.

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- o) The flat/shop purchaser/s and/or the Builder shall present this agreement as well as the conveyance/ assignment of lease at the proper registration office at registration within the time limit prescribed by the registration act and the Builder will attend such office and admit execution thereof.
- p) All notices to be served on the flat purchaser/s as contemplated by this agreement shall be deemed to have been duly served, if sent, to the flat/shop purchaser/s, by registered post A.D. / Under certificate of posting at his/her/their address specified below:-

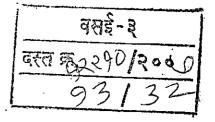
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- q) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space in front of or adjacent to the terrace flats/shops in the said Building/s, if any, shall belong exclusively to the respective purchaser/s of the terrace flat/shop and such terrace spaces are intended for the exclusive use of the respective terrace flat/shop purchaser/s. The said terrace shall not be enclosed by the flat/shop purchaser/s 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.
- r) IT IS AGREED BETWEEN the Builder and purchaser/s that in case any additional F.S.I. is granted or construction of additional floor or floors is allowed then the Builder is entitled to construct and dispose of the said additional construction and the Builder have reserved the right to construct the same additional F.S.I if floor or floors is allowed then the Builder is entitled to construct and dispose of the said additional construction and the Builder have reserved the right to construct the same additional construction mentioned above and dispose the same. The necessary covenant in the deed of conveyance to be executed in favour of Co-operative Housing Society shall be incorporated.
- s) It is agreed that the Builder shall be entitled, without affecting the rights of the purchaser/s to the said premises including the area thereof, to sevise the Building/s's plans in respect of the said Building/s and to utilize the total F.S.I. and the development rights available in respect of the said preperty by suitable modifying the Building/s's plans in respect of the said prefixes as the Builder may desire and the purchaser/s hereby irrecoverbly consents to the right of the

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MR. C. C. NAUT Special Executive Officer, Social World

R. K. Patker Mull, Bandra (W. Mombai - 400 050.



Builder to revise and modify the Building/s's plans in respect of the said premises from time to time.

- In the event of any society being formed and registered before the sale and disposal by the Builder of all the premises, the powers and the authority of the society or Condominium of Apartment so formed or the purchaser/s and other holders of the premises shall be subject to over all authority and control of the Builder in respect of all the matters concerning the said Building/s and in particular the Builder shall have absolute authority and control as regards the unsold premises and the disposal thereof PROVIDED AND ALWAYS the purchaser/s hereby agrees and confirm that in the event of the said society and/or condominium of Apartment being formed earlier than the Builder dealing with or disposing of the said Building/s on the said property then and in that event any allottee or purchaser/s of premises from the Builder shall be admitted to such co-operative society and /or Limited Company or Condominium of Apartment on being called upon by the Builder without payment of any premium or any additional charges save and except Rs. 350/- for the share money and Rs.10/- entrance fee and such allottee purchaser/s or transferee thereof shall not be discriminated or treated prejudicially by such co-operative society, limited company or Condominium or Apartment as the case may be.
- u) The Purchaser/s hereby agrees that in the event of any amount towards development charges or betterment charges or of a similar nature becoming due and payable by the Builder to the Government or City and Industrial Development Corporation or Municipality or to any other public body in respect of the said property the same shall be reimbursed by the purchaser/s in proportion to the area of his/their flat/shop.
- The purchaser/s hereby agrees that in the event of any amount by way of premium or security deposit is payable to the Nallasopara Municipality or the State Government or CIDCO or betterment charges or development tax or security deposit for the purpose of giving water connection of the purpose of a similar nature becoming payable by the Builder the same shall be paid by the purchaser/s to the Builder in proportion to the area of the said premises and in determining such amount, the discretion of the Builder shall be conclusive and binding upon the purchaser/s.

w) The purchaser/s shall not decorate the exterior of the said premises otherwise than in a manner agreed to with the Builder under this agreement.

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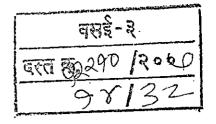
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MR. C. S. KAUT Special Exernive Afficer, Social Worker,

R. K. Patkar Mary, Dandra (W)
Mumbai - 400 050.

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x] The Agreement shall always be subject to the provision of Maharashtra Cooperative Societies Act, 1960 with rules made thereunder and also the Maharashtra Ownership flats (Regulation of the Promotions of constructions, sale, Management and transfer) Act, 1963.

14

Y] The Purchasers society shall not have right of internal /D.P. said and shall not transfer sell right of way of any third party whatsoever. The right of way for Internal Road/D.P. Road, will be right of the owner itself.

SCHEDULE 'A' THE SCHEDULE ABOVE REFERRED TO

ALL THOSE pieces and parcels of N.A. land bearing Survey No.30, Hissa No.1+2+4A admeasuring area 15800 sq,ft. out of 2500 Square metres, assessed at Rs. _____ Paise, lying, being and situated at Village More, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai (III), at Nallasopara.

On or toward the East :

S.No. 30, H.No. 1+2+4B

On or toward the West

S.No. 30, H.No. 1+2+4C

On or toward the North

S.No. 32, H.No. 4

On or toward the South

Road.

SCHEDULE 'B'

THE SCHEDULE ABOVE REFERRED TO FLAT/SHOP NO. 301 A, ON THE BUILDING FLOOR, ADMEASURING 29.73 SQ.FT (BUILDING KNOWN AS "BABA REGENCY" CONSTRUCTED ON ANA, LAND BEARING SURVEY NO.30, HISSA NO.1+2+4A ADMEASURING AREA 15800 SQ. FT. OUT OF 25CO SQUARE METRES, ASSESSED AT RS. PAISE, LYING, BEING AND SITUATED AT VILLAGE MORE, TALUKA VASAI, DISTRICT THANE, WITHIN THE AREA OF SUBREGISTRAR AT VASAI (III), AT NALLASOPARA.

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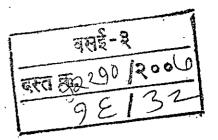
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IN WITNESSES WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by the withinnamed Builder M/s.BABA REALTORS a partnership firm through its Partner MR. MANOJ G. BHOSALE in the presence of		
m/s.BABA REALTORS a partnership firm through its Partner MR. MANOJ G. BHOSALE in the presence of 1. A 2/2 Chaikh SIGNED AND DELIVERED by the withinnamed "THE PURCHASER/S" SHRI/MRS./SMT. Dibyendu. B. Bera. in the presence of	SIGNED AND DELIVERED by the)
a partnership firm through its Partner MR. MANOJ G. EHOSALE in the presence of	withinnamed Builder	1
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in the presence of	Partner MR. MANOJ G. EHOSALE	1 000
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RECEIPT

RECEIVED the day and the year	•)	.*
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as and by way of earnest money/)	
full consideration money to be paid)	
by him/them/her to me.)	Rs. 50001 -t-
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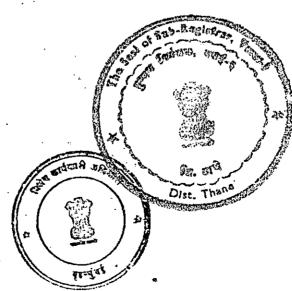
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BUILDER.

WITNESSES :-

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2. Spareer.



R. K. Potter John Braker, Mumber 160, 050

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जुना सर्वे ने

माथ कोहका सारा

(अधिकार अभिलेख पत्रक)

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सीमा आणि भूमाप्न चिन्हे :---

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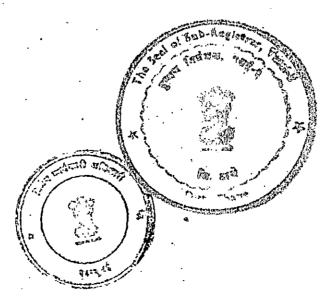
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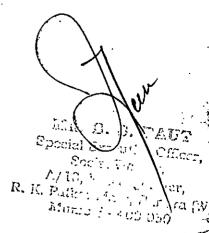
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. कुंडा विद्या विशेष आकारणी

नलाठी राजा, निकेपोरै ता. यसई, जि. ठाणे.



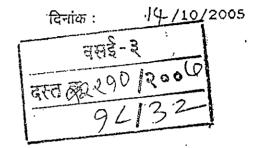


शहर व ओद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

अंबिका कमर्शियल कॉम्प्लेक्स, दूसरा मजला, वसई (पूर्व), जि. ठाणे ४०१ २१० दूरध्यनी : (कोड - ९५२५०) - २३९०४८६ / २३९०४८७ फॅक्स : (कोड - ९५२५०) २३९०४६६

संदर्भ क्र.: cideo/vvsR/cc/BP-3929/E/ 2400

Mr. Pravin D. Jani, Partner of M/s. Sai Kiran Construction Co. B-001, Sai Ashirwad Apartment Ostwal Nagari, Nallasopara (E) Taluka Vasai DIST : THANE.



Commencement Certificate for the proposed Residential with Shopline Building on land bearing S.No.30, H.No.1+2+4/A, Village More, Taluka Vasai, Dist. Thane. Sub:

A. Order No.REV.D.I.T.IX.NAP.Layout/SR/349/86 Ref: dated 25/05/1987 from the Collector, Thane.

TILR M.R.No.183/04 dtd.05/04/2005 for measurement

Assurance letter from Nallasopara Municipal Coun-3) cil vide letter dated 31/08/2005 for potable water supply.

for construction work from Virar Municipal 4) NOC. Council vide letter dated 09/09/2005.

EE(BP-VV)'s Report dated 04/10/2005. 5)

Your architect's letter dated 14/10/2005. 6)

Sir/Madam.

Development Permission is hereby granted for the proposed Residential with Shopline Building under Sec. 45 of the Maharashtra Regional and Town planning Act, 1966 (Mah. XXVII of 1966) to Mr. Pravin D. Jani, Partner of M/s. Sai Kiran Construction Co.

It is subject to the conditions mentioned in the letter No. CIDCO/VVSR/CC/BP-3929/E/2402, dated 14/10/2005. The detail of the building are given below :

Location 1)

: S.No.30, H.No.1+2+4/A of

. Village More,

No. of Building 2)

: 1 No. (One).

No. of floors 3)

: Gr.+ 4/pt.

By Ga

4)

: Residential with Shopline.

No. of tenements/ shops 5)

: 66 Flats & 16 Shops.

Built-up area 6)

ger 24.79 Sq. m. 30 8 i.+ 226.61 Comm.

Contd... 2.

४६० ०२१. दुरव्वनी ३२०२ ९१९७ किसा: ००-९१-२९-२२०२ २५०९ शीकृत कार्यालय : 'निर्मल', दुसरा मजला, नरीमन पॉईट, मुंब द्धरध्येनी र्रेष्पुरुष ८१०० ० क्वैंक्स : ००-९१-२२-√५९१ ८१६६

ः सिडको भवन, सी.बी.डी.-बेलापूर, नवी मुक्ड कि

ruevale kal Exact Officer. A/13, hollen Co. R. R. Palley Pare, J. r. Митфа - 900 050

शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र वसइं-३ अंविका कमर्शियल कॉम्प्लेक्स, दूसरा मजला, वसई (पूर्व), जि: ठाणे ४०५ २९० वूरध्यनी : (कोड - १५२५०) - २३१०४८६ / २६९०४८७ फॅक्स : (कोड - १५२५०) २३९०४६६५५ कि २००० संदर्भ क्र.: This order is to be read along with the accompanying drawings with this letter. This certificate shall remain valid for a period of one year commencing from the date of its issue. The amount of this Rs.30,500/~ (Rupees Thirty thousand five hundred only) deposited vide challan No.3883 dated CIDCO as interest free 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 Regulations & Conditions attached to the permission covered by the Commencement Certificate. Such forfeiture shall be without prejudice to any other remedial right of the Corporation. You shall give a copy of the approved plan to the housing society after its formation under intimation to CIDCO. Yours faithfully, Encl: a/a. ASSOCIATE PLANNER/ADDL.TPO (E) c.c. to: 1. M/s. Shree Consultants, Architects 107, Topaz Trade Centre Mallasopare (E), Taluka Vasai DIST : THANE: 401 209. 2. The Collector, Office of the Collector, Thane. 3. The Tahasildar Office of the Tahasildar, Vasai 4. The Chief Officer . Nallasopara Municipal Counci 5. CUC (YY) नोंदणीकृत कार्यालय : 'निर्मल', दुसरा मजला, नरीमन पॉईंट, मुंबई - ४०० वेश दुश्चिती १२०० १९९६ • फॅक्स : ००-९१-२२-२२०२ २५०९ मुख्य कार्यालय : सिडको भवन, सी.बी.डी.-बेलापूर, नवी मुंबई - ४०० देश देशमनी १३५९ १५१०० • फॅक्स : ००-९१-२२-५५९१ ८१६६ No Person TRUE COPY R. K. Popler Mombon

Office of the Collector, Thane: NO.REV.D.I.T.IX.NAP layout/SR/349/

Dated :- 15/5/1987.

- Read :- 1) Application dated 29-9-1986 from Shri.Herman J. Vincent and Shri. Goering H-Vincent of Bombay.
 - 2) Correspondance ending with letter No. MAP/Layout NileMore/Vasai/ADThane/1193, dated 13/3/1987 from the A.D.T.P. Thane.
 - Tansildar Vasai's report No.NA/SE/84/..S/5526 dated 30/12/1936.
 - क्सहें हे om—the N.C.C.No.213/86-87 dated 11-7-1986 from Sarpanch, Grampanchayat, Wilemone 290 /2000

ORDER:

In exercise of the powers vested in him under Rule 4(1) read with para 16 of Part II of Schedule III of M.L.R. (Conversion of use of Land and N.A.A.) Rules, 1969, the Collector of Thane is pleased to approve the accompanying layout for residential purpose only for the land admeasuring 1963 Sq.Mtrs. in respect of S.No. 4pt, 5pt, 6pt, 26pt, 27pt, 28pt, 29pt, 30pt, 31, 32pt and 33pt of Village Nilemore Taluka Vasai owned by 1) Shri.Arun Ramakant Konidkar (2) Shri.Balaram M.Mankar, 3) Smt.Shalubai Ladakya Patil 8 (2) Shri.Balaram M.Mankar, 3) Smt.Shalubai Ladakya Patil 8 (3) Shri. Sanjav L. Lope 9) Smt.Temina Isufali Bandukwala (1) Smt. Sanjav L. Lope 9) Smt.Temina Isufali Bandukwala (1) Smt. Sanjav L. Lope 9) Smt.Temina Isufali Bandukwala (1) Smt. 12) Shri.Narayan Somarya Patil (13) Motya Farasha Pegat 8 others 4 of Nilemäre Taluka Vasai.

The layout is approved subject to the provisions.

Maharashtra Land Revenue Codec 1966 and Rules made thereunder with following conditions.

- The layout permission will be subject to the provisions of the Mah.Land Revenue Code, 1966, Manarashtra Regional Town Planning Act, 1966, Urban Land Ceiling and Regulation Act; 1976 and Rules framed thereunder.
- All the plots, open spaces, internal roads etc. in the layout small be demarcated on site through the Dist. Inspector of Land Records, Thane and the area of Subplots shall also be ascertained from the Dist. Inspector of Land Records: Thane. The width of the road and the area of open space shall be strictly be adhere to.
- The layout roads shall be allowed to be used by adjucent holder for the purpose of access if required.
- No plot shall be disposed of unless the roads in the layout actually constructed on site and handed over to the concerned local application although the open spaces as shown for the public purpose.
- All the plots shall be disposed of within a period of one year from the date of this order and if the N.A. us of the land is not commenced within A as stipulated period any further resale of openaploys prohibited unle with specific prior permission from the undersigned.

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5-A) If at the end of one year any plot/plots remained and old for which period of sale/purchase permission is not extended, this permission will stand cancelled. In such cases the holder of this permission may approach the undersigned for extension of the sale permission for each and every unsold plot.

- 5-B) In case the above said conditions is not adhered to and a resale of an open plot is done without prior permission from the undersigned both the vendor and purchaser will be liable for action under the provisions of Bombay Tenancy and Agricultural Lands Act, 1948. Consequently the vendor shall be liable to the penalty of the cost of the plot as purchaser shall be liable to the penalty of surrender of the plot to Government.
- 5-C). In case the Urban holding of the purchaser exceed the limit as prescribed in Urban Land (Ceiling and Regulation) Act, 1976, the purchaser shall file necessary return in form 6 of the Act with the Competent Authority under that Act. If the purchaser fails to do so he will be liable for penal action under the Act as well as the purchase of the plot will be declared null and void by the undersigned.
- 6) The occupant shall give a copy of the approved layout plan and copy of this order to every plot holder without fail at the time of sale or agreement to sale
- .6-A) The applicants purchaser of a plot will put the plot for N.A. use within one year from the date of purchase after obtaining requisite building permission from the appropriate revenue and local authorities respectivel, failing which the sale/purchase permission unless extended will be deemed to have been cancelled.
- 6-B) The plot shall not further be sub-divided or amalgmated without obtaining the prior permission of the Collector of Thane.
- No building shall be constructed on the plots unless approve of building plan is obtained from the appropriates i.e. both the Revenue Authority and the local authority. The building construction shall be in accordance with the Maharashtra Land Revenue Rules and the Rules framed by the local authority.
- All the plots in the layout shall be used for Residential purpose of which the plot holder shall apply for bidg. permission with the site plans and building plans within period of one year from the date of this order failing. which this permission shall be deemed to have been lapsed.
- The occupants shall at make their own cost the arrangement for water supply, electricity and drainage disposal without creating any insanitary conditions in the surrounding area. These works should be completed prior to other owrks.
 - Further in exercise of the powers vested in him under section 44 of the Maharashtra Land Revenue Code, 1966, and under section 18 of the Mah Regional Town Planning Act, 1966 the Collector of Thane is pleased to grant 1) Shri Arun Ramakant Kondkar 2) Shri Balaram M. Mankar 3) Smt. Shalubai Ladkya Patil 2-others-2 (4) Shri Gaering Heiman Vincent (5) Carin H. Vincent (6) Shri Krishna and Patil (7) Shri Herman Jojef Vincent (8) Shri Sanjav Bas Lope (9) Smt. Temina Isufali Bandukwa (0) Smt. Pravina H. Vincent

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(\$\psi\$) Smt. Somaribai Gajanan Patil & others 2 (12) Shri.
Narayan Somary a Ptil (13) Motya Farasha Pegat and others 4
non agricultural permission to use an area admeasuring.
74953 sq.mtrs. Out of S.No. 4pt, 5pt, 6pt, 26pt, 27pt,
28pt, 29pt, 39pt, 31, 32pt, 33pt of village Nilemore
Taluka Vasai for the non-agricultural purpose of residential useonly.

Subject to the following conditions:- N.A. permission is granted inrespect of S.No.33pt for the area admeasuring 4443 sq.mtrs. which is excluded from the Green Zone.

That the applicants shall not sub divide the plot or subplots if any approved in this order, without getting the sub-divisions previously approved from the Authority granting this permission.

That the applicants shall develop the land strictly in accordance with the sanctioned layout plan within a period one one year from the date of this order by (a) constructing roads, drains etc. to satisfaction of the Collector and the concerned Mun. Authority and (b) by measuring and demarcating the plots by the Survey Department and until the land is so developed, no plot or construction therein shall be disposed of by him in any manner;

That if the plot is sold or otherwise disposed of by the applicants it shall be the duty of the applicants to sell or otherwise dispose of that plot to the condition mentioned in this order and sanad and to make a specific mention about this in the deeds to be executed by him.

That the applicants shall be bound to obtain the requisite, building permission from the Village Panchayat Nilemore before starting construction of the proposed building or other structure if any;

That the applicants should got the building plans approved by the competent authority, where the building control vests in that authority and in other cases, he shall prepare the building plans strictly according to the provisions contained in the Schedule III to appended the Mah.Land Revenue (Conversion of use of land and N.A. Assessment) Rules, 1969, and get them approved by the Collector, Thane and construct the building according to the sanctioned plans.

That the applicants shall maintain the open marginal distance shown in the enclosed plan.

That the applicants shall commence the N.A. use of the land within the period of one year from the date of this order unless period is extended from time to time failing which the permission shall be deemed to have been cancelled.

That the applicants shall communicate the date of commencement of the N.A. use of the land and/or xt change in the use of it to the Tahsildar Vasa through the Talathi within one month failing which he shall be hiable to be dealt with under Rule 6 aff the Man Laho Rules (Conversion of use of land and N.A.A.) Rules 969.

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- 18. That the applicants shall pay the N.A. in respect of the land at the rate of Rs. 0-01 per sg.mtr. from the date of commencement of the N.A. use of the land fo the purpose of which the permission is granted. In the event of any change in the use of the land, the N.A.A. shall be liable to be devied at the different rate irrespectively of the fact that the guarantee period of N.A.A. already levied is to be expired.
- That the applicants shall pay the measurement fee within one month from the date of commencement of N.A, use of the land.
- 20. That the N.A. shall be guaranteed for the period ending 31-7-1991 after which it shall be liable for revision at revised rate.
- 21. That the area and the N.A.A. mentioned in this order and the sanad shall be liable to be altered in accordance with the actual area found on measuring the land by the Survey Department.
- 22. That the applicants shall construct substantial bldg. or other structure, if any, in the land within a period of three years from the date of commencement of the N.A. use of the land. This period may be extended by the Collector in his discretion, on payment by the grantee such fine premium as may be imposed as per Govt. orders.
- 23. That the applicants shall be bound to execute a sanad in form as provided in schedule IV appended to the Mah.Land Revenue (Conversion of use of land and N.A.A.) Rules, 1969 embodying therein all the conditions of this order, within a period of one month from the date of commencement of the N.A. use of the land.

That the applicants shall get the N.A. plot measured through the District Inspector of Land Records and if any difference in the plot area found in a large scale revised plan should be prepared and get it approved from the Collector as mentioned by the A.D.T.P. Thanw.

- 24. The undersigned is at liberty to modify or amend any of the conditions from time to time and the holder shall be liable to abide by them.
- 25. (a) If the grantee contravances any of the conditions mentioned in this order and those in the sanad, the Collector Thane may without prejudice to any other penalty to which he may be liable under this provisions of the code continued the said land/plot in the occupation of the applicant on payment of such fine and assessment as he may direct,
 - (b) Notwithstanding any thing contained in clause (a) shown it shall be lawful for the Collector of Thane to direct the removal or alteration of any half-diagnor structure erected or use contrary to the provision of this grant within such time as it may be specified in that behalf by the Collector Thane and such removal or alteration not being carried out within specific time, he may cause the same to be carried out, and a

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Special Parties of Cocker Worker, No. 19. 19.

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recover the cost of carrying out the same from the applicants as an arrears of land evenue.

26) The grant of this permission as subject to the provisions of any other laws for the time being in inforce and that of any other laws for the time being other facts of the case the Bombay Tenancy and Agricultural Lands, Act 1948 the Maharashtza Village Panchayat Act, 1965. The Municipal cec. 1965 etc.

To, Shri.Herman J.Vincent, and others and Shri.Goaring H.Vincent, of Eombay, 219 Calicut Street, Ballard Estate, Bombay 400 001.

(With approved plan).

OLLEGIO For Collector, Thane,

Social Worker,

A/13, Enlice Quarte. R. R. Packer Many, Durde (W), Mumbel - 900 050

Tagjiwandas Khimji Nathani 8.A.,LL.B. Advocate High Court, Mumbai.

RESI.:

D/204, Om Jai Shivneri Co.-op. Hsg. Soc. Ltd.

2nd Floor, Rajendra Nagar Road,

Datta Pada, Borivali (East), Mumbai-400 066.

Tel. (R): 2870 3687 Mobile: 5546 3986 Note: Any correspondence may please be made either at the residence address or following address and not at Office address: Esplanade Court, Ground Floor, Mahapalika Marg, Mumbai - 400 001.

OFFICE:

Worli B.D.D. Chawl No. 115/65, 1st Floor, Shivram Amrutwar Marg, Worli, Mumbai - 400.028

G. G. 29 132

: TITLE CERTIFICATE

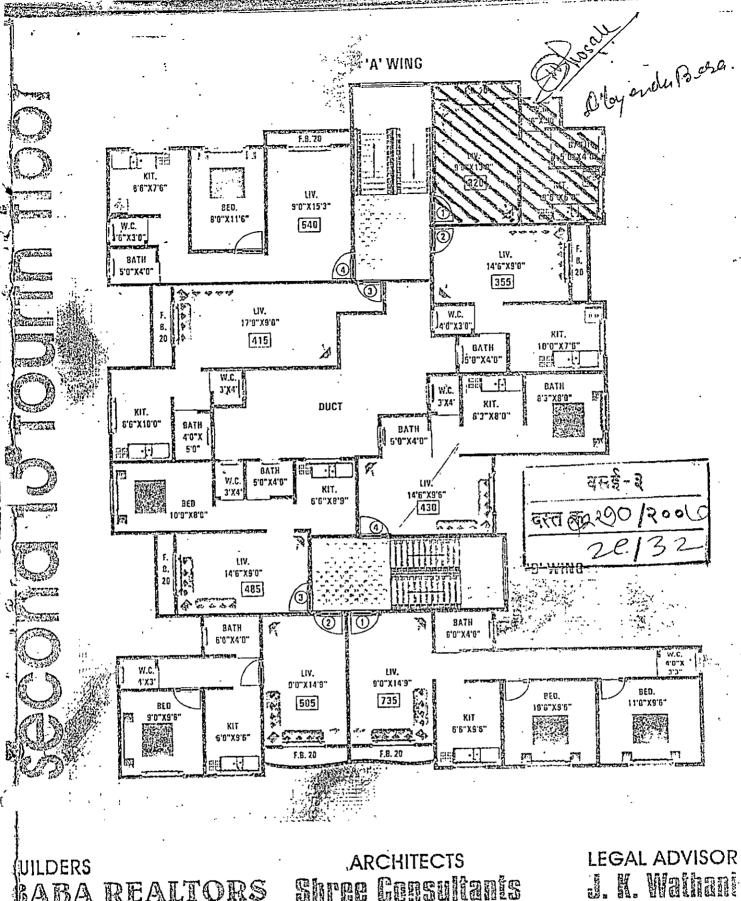
The inspection of relevant document, dated - 29/8/05, receipt No. 0038336. This is to certify that the title of land bearing S.No.30, H.No. 1+2+4 A, Area H.R.P. 0-25-0 Gunthas, lying being and situated at Village More, Tal. Vasai, Dist. Thane, is clear and marketable. The said property is shown on 7/12 extract in the names of M/s. Sai Kiran Construction Co. Through her partners Mr. Pravin D. Jani & Mr. Vispi M. Reader.

Smt. Taminabai Isufali Bandukwala Was the owner of the said land. By an conveyance deed dated -20/12/1985 smt. Taminabai Isufali Bandukwala Through her C.A. Holder Mr. Herman Joseph Vincent Sold and conveyance the said land to Mr. Georing Herman Vincent. & they Sold this land By conveyance deed dated -7/12/04 to M/s. Sai Kripa Enterprise Through her partner Mr. Pravin D. Jani.

I have taken search in the books of Sub-Registrar Vasai and I have investigated the owner's title of the said property and found the same to be clear and marketable and free from all encumbrances.

Date:

Dist. Then Services R. K. Police Manney Scient R



BABA REALTORS

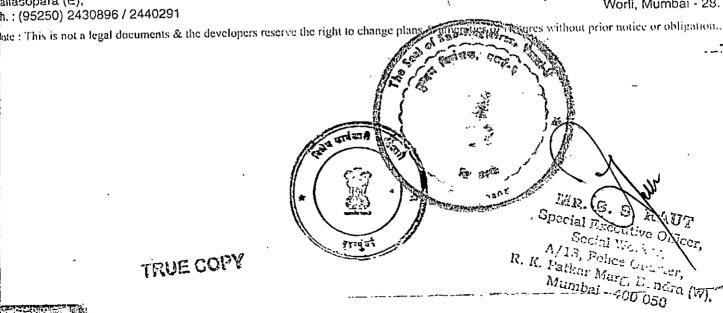
ABA REGENCY, Nr. U.S. English cadamy, Centrl Park, allasopara (E),

h. : (95250) 2430896 / 2440291

Shree Consultants

101, Topaz Complex, Tulinj Road, Nallasopara (E).

No. 115/65, 1st Floor, Shivram Amruthsar Marg, Worli, Mumbai - 28.



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दस्त गोषवारा भाग - 2

वसइ३ दरत क्रमांक (12210/2007)

पावती क्र.:12238

दिनांक:01/12/2007

पायतीचे वर्णन

नांव: दिबेन्दु बिशनुपोंधा बेरा - -

:नोंदणी फी 3250

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दु. निबंधकाची सही. वसई 3

दस्त क्र. [वसइ3-12210-2007] चा गोषवारा

बाजार मुल्य :324057 मोबदला 302000 भरलेले मुद्रांक शुल्क : 5600

दस्त हजर केल्याचा दिनांक :01/12/2007 05:57 PM

निष्पादनाचा दिनांक : 01/12/2007 दस्त हजर करणा-याची सही : `

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दस्त गोंद केल्थावा दिनांक : 01/12/2007 06:01 🖽

ओळख:

Manager 1

खालील इसम असे निवेदीत करतात की, ते दस्तुएवज करून देणा-यांना व्यक्तीश ओळखतात,

व त्यांची ओळख पटवितात.

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2) सचिन द राऊत- - ,घर/फ्लॅट न:

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पिन;

MR. B. S. . Special Executive Of Social Worker, A/13, Police Quarter,

यसई 3

वधालित करण्यात येते की, या प्रस्तामञ्चे

पश्चिम दिने अंडर

कारीखाँ, जाते प्रश्लेन 2000



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