

|| VED ||

Plot No. 26, Sector-35, Kamothe, Navi Mumbai

AGREEMENT FOR SALE

Flat No. 302	Third Floor
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Mr./Mrs./Miss/Ms. ANNAMMA MATHEW

& Mr. MATHEW VARGHESE

Address : A-5, TELEPHONE COLONY,
MOGUL LANE, MAHIM (W),
MUMBAI - 400 016.

Tel. : (O) : 24330538 (R) 24210305

SHIVAM ENTERPRISE
BUILDERS & DEVELOPERS

Plot No. 26, Sector-35, Kamothe, Navi Mumbai • Contact : 93248 99294

Email : dspsp_28@yahoo.com



Wednesday, October 21, 2009

11:15:47 AM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 7251

दिनांक 21/10/2009

गावाचे नाव कामोटे

दस्तऐवजाचा अनुक्रमांक

पवल1 - 06862 - 2009

दस्ता ऐवजाचा प्रकार

करारनामा
करारनामा

सादर करणाराचे नाव:अन्नम्मा मॅथ्यू - -

नोंदणी फी

:-

25650.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (40)

:-

800.00

एकूण

रु.

26450.00

आपणास हा दस्त अंदाजे 11:28AM ह्या वेळेस मिळेल

दुय्यम निबंधक

पनवेल 1

बाजार मुल्य: 2283390 रु. मोबदला: 2564500रु.

भरलेले मुद्रांक शुल्क: 136490 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;
बँकेचे नाव व पत्ता: कॅनरा बँक, माटुंगा, मुंबई;

डीडी/धनाकर्ष क्रमांक: 734952; रक्कम: 25650 रु.; दिनांक: 15/10/2009

मूळ दस्त परत मिळाला

पक्षकाराची सही

मूळ दस्त परत दिला

दरिद्र लिपीक
सह दुय्यम निबंधक, पनवेल-१

आयुक्त मंत्रालय के अंतर्गत
A/C PAYEE ONLY

PO

013112002325 / 734952

केवल छः महीने के लिए वैध / Valid for 6 months only

15/10/2009

अदायगी आदेश / PAY ORDER
JOINT SUB-REGISTRAR, PANVEL.
Pay

दिनांक / Date :

को या उनके आदेश पर / or order

TWENTY FIVE THOUSANDS SIX HUNDRED AND
FIFTY ~~ONLY~~ Rupees

रु.
Rs. *****2565000

अदा करें

Not Over than INR *****2565000

केनरा बैंक CANARA BANK

कृते केनरा बैंक For CANARA BANK

शाखा : माटुंगा (पश्चिम), मुंबई - 400 016
Branch : Matunga West, Mumbai - 400 016
(0131)

[Signature] 33500

प्रतिष्ठित हस्ताक्षरकर्ता / Authorised Signatory/les

06MPNF

⑈ 734952 ⑈ 400015047⑈ 650131⑈ 12



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BOMBAY MERCANTILE CO-OPERATIVE BANK LTD. (SCHEDULED BANK)
Franking Deposit Slip
 Govt. of Mah. General Stamp Office Licence No. D-5(STP(V)/C.R.1056/03/05/1712 - 15/05

(Customer Copy)

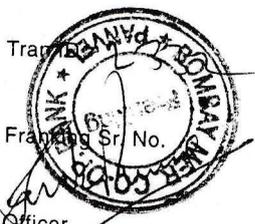
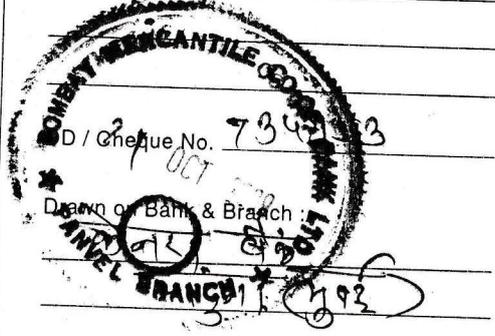
Date: 10/10/09
 Deposit Br.: Panvel - 410 206

Pay to: Bombay Mercantile Co-operative Bank Ltd.
 A/c. Stamp Duty

Franking Value Rs.	1,36,490
Service Charges Rs.	12
Total Rs.	1,36,502

Name of Stamp Duty paying party:

Annamma Mathew



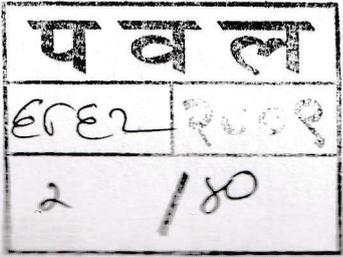
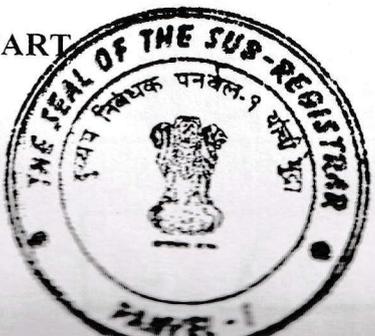
Officer

For Bombay Mercantile Co-op Bank Ltd.
 Panvel Branch
 Authorised Signatory

AGREEMENT FOR SALE

THIS AGREEMENT made and entered at PANVEL (NAVI MUMBAI) on 20th day of Oct. 2009 BETWEEN M/S. SHIVAM ENTERPRISES a Partnership firm through its Partner 1) MR. JAYANTILAL D. PATEL, MR. PRAVIN L. PATEL, Residing at Rajanigandha, Kelkar Dombivali(E), hereinafter called and referred to as the "DEVELOPERS" which expression shall unless it be repugnant to the context or meaning thereof be deemed to include it's the partners, for time being the last surviving partners, and heirs, executors, administrators and assigns) of the last surviving partners

ONE PART



BOMBAY MERCANTILE CO-OPERATIVE BANK LTD
 PANVEL BRANCH
 JASWANWALA COMPLEX OPP. PRAVIN HOTEL
 MUMBAI-PUNE ROAD
 PANVEL - 410 035
 R. J. JOSHI (09/57579/09)
 SHITTI 03048
 SPECIAL ADHESIVE
 153498
 OCT 20 2009
 15:20
 Rs. 0136490/- PB6611
 STAMP DUTY MAHARASHTRA

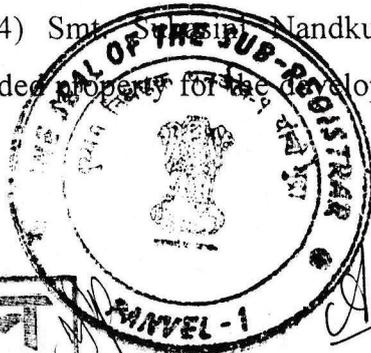
SHRI./SMT. Annamma Mathew, Age- 51 Years.
& Shri Mathew Varghese, Age- 52 Years.

Residing at A/5, Telephone Colony,
Mogul Lane, Mahim, Mumbai-400016.

hereinafter called the **FLAT/SHOP PURCHASER/S** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/their respective heirs executors and administrators and his/her/their permitted assigns) of the **OTHER PART**.

WHEREAS :

- a) THE CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD. a Company incorporated under the Companies Act, 1956 (I of 1956) and having its Registered Office at Nirmal 2nd Floor, Nariman Point, Mumbai 21, (hereinafter referred to as "The CORPORATION") is the New Town Development Authority declared for the are designated as a site for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of its powers under Sub-Sectors (1) and (3-A) of Section 113 of the Maharashtra Regional & Town Planning Act 1965 (hereinafter referred to us the said M.R. & T.P.ACT).
- b) The State Government of Maharashtra has been acquiring lands pursuant to Section 113-A, of the said Act and is vesting such lands in Corporation for it's development and disposal, on such terms, conditions, stipulations, covenants, and for a consideration as the corporation may decide from time to time.
- c) The corporation in the due process of its working acquired some agricultural landed property at Village Kamothe, Phase-II, of Taluka Panvel, District Raigad belonging to one 1) Mr. Arun Shantaram Patil, 2) Mr. Vijay Shantaram Patil, 3) Mr. Meghasham Shantaram Patil, 4) Smt. Nandkumar Nagvekar. The corporation acquired the said landed property for the development of Navi Mumbai projects.



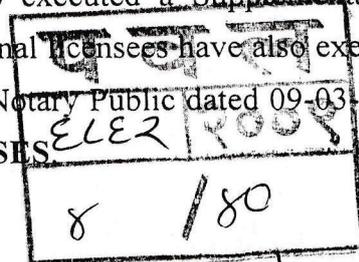
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Annamma

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[Signature]

- d) The corporation following the decision in the notifications of the Urban Development Department of the Government of Maharashtra decided to allot to the said Mr. Arun Shantaram Patil & Others a Plot of land at under the 12.5% Scheme at revenue Village Kamothe, Phase-II, of Taluka Panvel, District Raigad.
- e) The corporation caused prepared a layout of plots at Village Kamothe of Taluka Panvel, District Raigad for its allotment to the land affected people.
- f) The corporation by its Allotment Letter bearing No. CIDCO LAND/KAMOTHE/ 12.5% SCHEME/16/43/2004 dt. 16-04-2003 allotted to Mr. Arun Shantaram Patil & Others a plot of land bearing Plot No. 26, Sector No. 35, admeasuring an area of 1050 Sq.mtrs. or thereabout, in Sector No. 35 of revenue Village Komothe, Phase-II of Taluka Panvel, District Raigad. The Said Mr. Arun Shantaram Patil & Others be hereinafter called and referred to as the Original Licensees. The said plot of land be hereinafter called and referred to as the SAID PROPERTY.
- g) The Corporation on 30/01/2004 executed a Lease Agreement with the Original Licensees and by a separate possession letter placed them in peaceful and vacant possession of the said property. The Agreement to Lease is duly registered in the Office of Sub-Registrar of Assurances at Panvel vide its registration Serial 1586/2004 dated 09/03/2004.
- h) The said property is more particularly described in the **First Schedule** hereinafter and is delineated in a red colour boundary in the Locational Layout plan Bearing No. CIDCO LAND/16/12.5% SCHEME/43/04 KAMOTHE thereafter.
- i) The Original Licensees being desirous of causing development of the said property by constructing a new residential and/or commercial building thereon appointed the Developers herein for completing the said development. The Original Licensees on dt. 09/03/2004 have entered into a Development Agreement with the Developers. The said development agreement is duly registered before the Sub Registrar Office, Uran (Panvel), Vide Serial No. 1587/2004 at Panvel. The Developers & the Licensee have also executed a Supplementary Development Agreement dt. 28/04/2007. The original licensees have also executed Irrevocable General Power of Attorney before the Notary Public dated 09-03-2004 at Panvel in favour of M/S. **ELER ROOFS ENTERPRISES**



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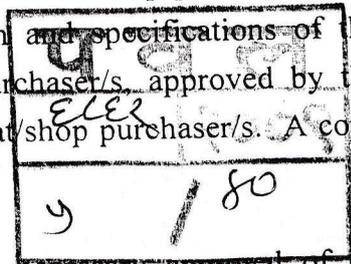
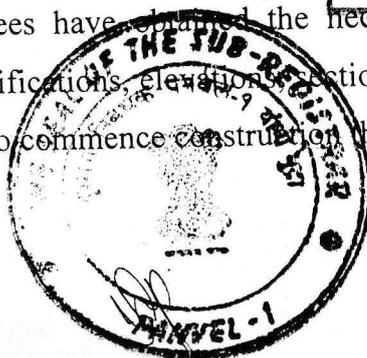
j) The Original Licensees accordingly on 23/03/2007 get development plan sanctioned from the corporation and the corporation have also issued a Commencement Certificate Vide its Letter No. CIDCO/BP/APTO/618 dt. 23/03/2007.

k) The Developers by virtue of the said Development Agreement dated 9/03/2004 and dt. 9/03/2004 by Virtue of Power of Attorney and also dt. _____ a Supplementary Agreement are entitled to cause & commence the development work of the said property by constructing a new residential and/or commercial building thereon to be known as "VED" in accordance with the plans, designs and specifications approved by CIDCO Navi Mumbai. The Developers are also entitled to sell to purchasers the flat/shop and/or such other premises as may be constructed on the said property.

l) The flat/shop purchaser/s has/have taken inspection of all the papers, statements, agreements, writings, plans, lease Deeds, specifications, licenses and all other documents as are required to be shown to the flat/shop purchaser/s under the Maharashtra Ownership Flat/Shop (Regulation of the promotion of construction sale management and transfer) Act 1963, (hereinafter referred to as "the said Act") and Rules framed thereunder relating to the said plot of land and has satisfied himself/herself/themselves as to the marketable title of the said plot.

m) The copy of certificate of title issued by the Developers Advocate Mr. Manoj K. Bhujbal, copy of Agreement to lease or any other relevant revenue record showing the nature of the title of the said Shri. Arun Shantaram Patil & Others to the said land and of the Developers, on which residential flat/shop parking spaces etc. are to be constructed and the copies of the plan and specifications of the premises agreed to be purchased by the flat/shop purchaser/s, approved by the concerned local authority, has been inspected by the flat/shop purchaser/s. A copy of the said title certificate is annexed hereto.

n) The said original licensees have obtained the necessary approval of the CIDCO Ltd. for the plans, specifications, elevations, section and details of the said building known as "VED" and to commence construction thereof.



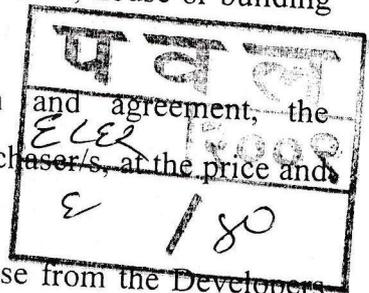
Manoj K. Bhujbal ...5/-
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o) While sanctioning the said plans, concerned CIDCO Ltd. and/or Government has laid down certain terms, conditions, stipulations, and restrictions which are to be observed and performed by the Developers while developing the said land and the said building/s and upon due observance and performance of which only the completion and occupation certificates in respect of the said building/s shall be granted by the CIDCO Ltd.

p) The Flat/shop purchaser/s applied to the Developers for allotment to the flat/shop purchaser/s a ~~Flat/Shop~~ No. 302 on Third Floor, of 70.44 Sq.mtr. i.e 758 Sq.Ft. (Carpet Area) and area equivalent to 84.57 Sq. Mtrs. i.e 910 Sq.Ft. (built-up) of the building complex to be constructed on the said property known as "VED".

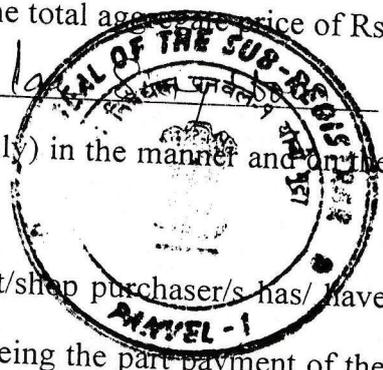
q) Prior to making application as aforesaid as required by the provisions of Maharashtra Co-Operative Societies Act, 1960 (Maharashtra Act No. XXXIV of 1960) and the Urban Land (Ceiling & Regulation) Act 1976 the Flat/shop Purchaser has/have made a declaration of the effected firstly, that they do not own any flat/shop within the limits of Greater Bombay and Secondly that neither the Flat/shop purchaser/s and/or family as defined under the Urban Land (Ceiling & Regulation) Act, 1976 of Flat/shop Purchaser/s own a tenement, house or building within the limits of Greater Bombay and Thane and Raigad.

r) Relying upon the said application, declaration and agreement, the Developers agreed to sell the Flat/shop to the Flat/shop Purchaser/s, at the price and on the terms and conditions hereinafter appearing.



s) The flat/shop purchaser/s has/have agreed to purchase from the Developers and the Developers have agreed to sell to the purchaser the residential Flat/Shop No. 302 on Third Floor, of 70.44 Sq.mtr. i.e 758 Sq.Ft. (Carpet Area) and area equivalent to 84.57 Sq. Mtrs. i.e 910 Sq.Ft. (built-up) in the building "VED" for the total agreed price of Rs.

25,64,500/- (Rupees Twenty five lakh - thousand five hundred - only) in the manner and on the terms and conditions hereinafter appearing.



t) Prior to the execution of these presents the Flat/shop purchaser/s has/have paid to the Developers a sum of Rs. 25000/- being the part payment of the sale price of the Flat/shop agreed to be sold by the Developers to the Flat/shop Purchaser (the payment and receipt whereof the Developers doth hereby admit and

u) Under Section 4 of the Maharashtra Ownership Flat/Shop Act. 1963, the Developers are required to execute a written Agreement for Sale of the said residential flat/shop to the flat/shop purchaser/s being these presents as also to register the said agreement under the Indian Registration Act. 1908.

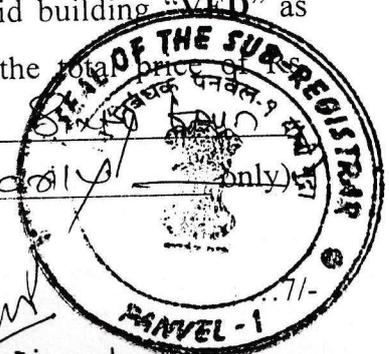
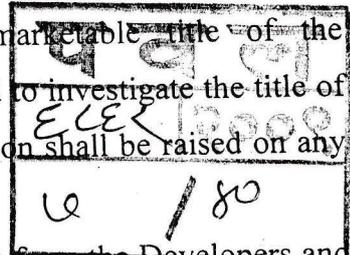
v) The Flat/shop purchaser/s has/have on the basis of the above information and documents supplied to/inspected by him/her/them has/have agreed to acquire from the Developers a premises being Flat/Shop No. 302, on Third Floor, in the proposed building complex to be constructed on the said property known as "VED" for the price and on the terms and conditions hereinafter set forth.

NOW THIS AGREEMENT WITNESSETH THAT IT HAS BEEN AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1) The Developers shall construct a building consisting of ground plus Four upper floors to be called "VED" on the said plot of land situated at Kamothe, Phase-II, Tal. Panvel and more particularly described in the schedule hereunder written, in accordance with the plans, designs, and specifications amenities seen and approved by flat/shop the purchaser/s with such variations and modifications as the Developers may consider necessary or may be required by any public body or local authority to be made in them or any of them and may be approved by the CIDCO LTD.

2) The Flat/shop purchaser/s has/have prior to the execution of this agreement satisfied himself/herself/themselves about the marketable title of the Developers to the said land and shall not be entitled to investigate the title of the owner/s licensees and no requisitions or objection shall be raised on any matter relating thereto.

3) The flat/shop purchaser/s hereby agrees to purchase from the Developers and the Developers hereby agrees to sell the flat/shop purchaser/s the residential flat/shop (hereinafter referred as the "SAID PREMISES") Flat/Shop No. 302, on Third Floor, of — Sq.mtrs. (Salable) and Area equivalent to 84.57 Sq.mtr (built up) in the said building "VED" as shown in the floor plan and marked as hereto at the total price of 25,64,500/- (Rupees Twenty five lac thousand five hundred only)



[Handwritten signatures and initials]

4) The Flat/Shop purchaser/s pay the total price of the said Flat/Shop is as follows :

SCHEDULE OF PAYMENTS

1) On execution of agreement	10 %	Rs. 2,56,450/-
2) On Completion of Plinth	10 %	Rs. 2,56,450/-
3) On Completion of 1 st Slab.	10 %	Rs. 2,56,450/-
4) On Completion of 2 nd Slab.	5 %	Rs. 1,28,225/-
5) On Completion of 3 rd Slab.	5 %	Rs. 1,28,225/-
6) On Completion of 4 th Slab.	5 %	Rs. 1,28,225/-
7) On Completion of 5 th /6 th Slab work	10 %	Rs. 2,56,450/-
8) On Completion of 6 th /7 th Slab work.	10 %	Rs. 2,56,450/-
9) On Commencement of Brick / plaster work	20 %	Rs. 5,12,900/-
10) On Commencement of Door/ Window work.	12 %	Rs. 3,07,740/-
11) On Possession	3 %	Rs. 76,935/-

Total 100 % Rs. 25,64,500/-

Rs. 25,64,500/- /- (Rupees Twenty Five Lax Sixty Four - thousand five hundred only).

In respect of the payment of each installment, the Developers will pass separate receipts and such receipt alone shall be treated as the evidence of such payment. The sale price mentioned hereinabove is on lumpsum consideration basis. The flat/shop purchaser/s shall not be entitled at any time to make or raise any dispute relating the said sale price or correlate the same with the same with the aggregate area of the premises as shown in the plan hereto annexed.

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5) It is hereby expressly agreed that the time for the payment of each of the aforesaid installment of the purchase price shall be essence of the contract. In the event of the flat/shop purchaser/s making any default in payment of



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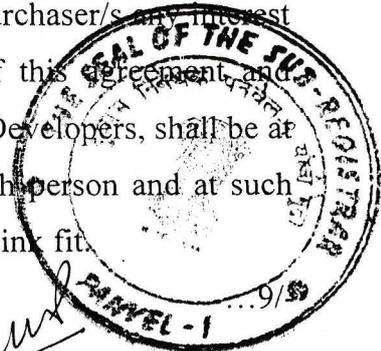
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any one of the aforesaid installments of the purchase price on the due dates and the other amounts payable hereunder whether formally demanded or not and/or committing breach of any of the terms and conditions herein contained, the Developers shall be entitled to terminate this agreement and forfeit the earnest money deposited paid by the purchaser towards the purchase price hereunder and to sell the premises agreed to be sold to the purchaser, to any other party as the Developers may deem fit, and the flat/shop purchaser/s will have no right or claim whatsoever on the said premises and/or against the Developers and/or the new purchaser thereof.

Provided always that the power of termination as aforesaid shall not be exercised unless and until the Developers shall have given to the purchaser fifteen (15) days prior notice in writing of the intention to terminate this agreement and giving a reasonable opportunity to the flat/shop purchaser/s for remedying such breach or breaches. Any delay by the Developers in enforcing the terms of this agreement or any forbearance or giving of time to the flat/shop purchaser/s for making the payments to the Developers shall not be construed as a waiver on the part of the Developers of any breach or non-compliance of any of the terms and conditions of the Developers or any of the terms and conditions of this agreement by the flat/shop purchaser/s nor shall the same in any manner prejudice the rights of the Developers.

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Provided further that upon termination of this agreement as aforesaid, the Developers shall refund to the flat/shop purchaser/s the installments of purchase price of the premises which may till then have been paid by the flat/shop purchaser/s to the Developers, only after the sale of flat/shop s to another flat/shop purchaser/s excluding the earnest money deposit, but the Developers shall not be liable to pay to the flat/shop purchaser/s any interest on the amount so refunded and upon termination of this agreement, the refund of the aforesaid amount by the Developers, the Developers, shall be at liberty to dispose of and sell the said premises to such person and at such price as the Developers may in its absolute discretion think fit.



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Aravind

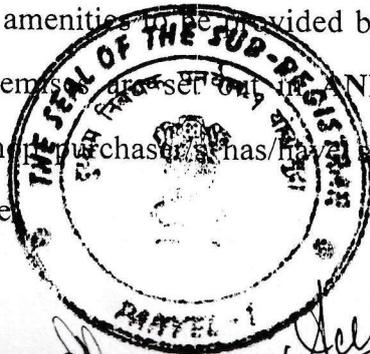
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6) Without prejudice to their rights under this agreement and/or in law, the Developers shall be entitled to claim and the flat/shop purchaser/s shall be liable to pay to the Developers interest at the rate 24% per annum, on all such amounts which become due, and payable by the flat/shop purchaser/s under this agreement and remain unpaid for fifteen days or more after becoming due and irrespective of whether. Formally demanded or not. The Developers shall in respect of any amount remaining unpaid by the flat/shop purchaser/s under this agreement, shall have a first lien and charge on the said premises agreed to be acquired by the flat/shop purchaser/s.

7) The Developer/s shall give the possession of the said premises to the flat/shop purchaser/s on or _____ subject however, to the availability of cement, steel, water, electricity and other building materials and subject to occupation permission of CIDCO Ltd. and also subject to prompt and timely payment of purchase price installments by all the flat/shop purchaser/s as well as subject to any act of God and or act of state and/or any other reasons beyond the control of the Developers and also subject to the operation of force major. If the CIDCO Ltd./ CORPORATION permits in future, part occupation on floor wise basis, the Developers may offer possession of constructed floors earlier also. The Developers shall not incur any liability or be responsible if the said premises are not delivered on the date aforesaid, if it is delayed for any of the reasons aforesaid or by reason of war, commotions, or any act of God, or any act of state or force major or for any reason beyond control of the Developers or if due to any statute, notice, rule, order or notification of any Government or any other public body or authority.

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8) The fixtures, fittings and amenities to be provided by the Developers in the said building and the premises shall be set out in ANNEXURE "C" written hereunder and the flat/shop purchaser/s has/have satisfied himself/herself/themselves about the same



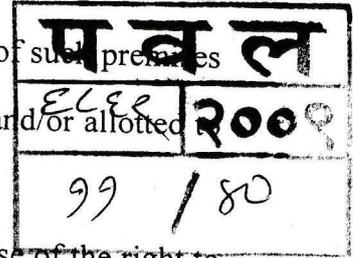
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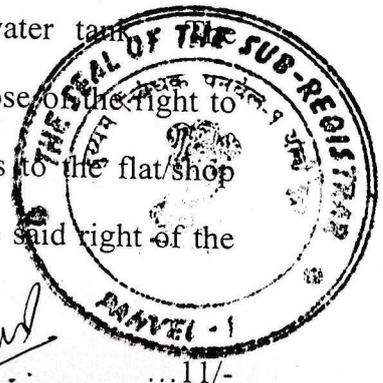
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The flat/shop purchaser/s shall have no claim, save and except in respect of the particular premises hereby agreed to be acquired, i.e. all open spaces, un allotted spaces, stilt area/flat/shop/lobbies/ staircases/terraces/ parking spaces/ gardens/ hoarding etc. will remain the property of the Developers until the whole property and/or any part thereof is transferred to the society as hereinafter mentioned but subject to the rights reserved to the Developers under this agreement.

10) a) The Developers shall be entitled to construct terrace houses, along with one or more terraces and shall be entitled to sell on ownership basis and/or otherwise dispose of the same. The Developers shall also be free and entitled to sell, allot, or otherwise dispose off the stilt areas and/or open parking spaces. The flat/shop purchaser/s and/or the flat/shop purchaser/s of other premises shall not be entitled to raise any objection of whatsoever kind or nature and shall not be entitled to the use of such terraces or open spaces or stilt areas or parking spaces sold and/or allotted by the Developers to the flat/shop purchaser/s of such premises unless the purchaser himself/ herself/ themselves is/are such purchaser. The flat/shop purchaser/s of such premises shall be exclusively entitled to the use of the said area sold and/or allotted him/her/them.



b) The Developers shall be entitled to sell or otherwise dispose of the right to the terrace or terraces of the building for the purpose of creation of advertisement/s hoardings or any other use permissible by law without any objections whatsoever from the flat/shop purchaser/s so long as the means of access available to the society for approaching the water tank. Developers shall also be entitled to sell or otherwise dispose of the right to the terrace attached to any flat/shop commercial premises to the flat/shop purchaser/s of flat/shop adjoining the terrace subject to the said right of the society for approaching the water tank.



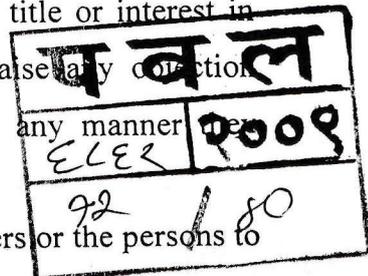
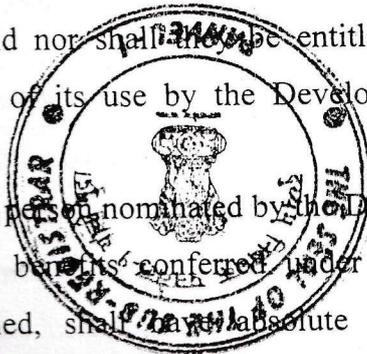
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The Developers shall have right to make additions and/or alterations and raise horizontally or vertically or put up additional structures/ floors as may be permitted by the CIDCO Ltd. and other competent authorities. If any portion of the said lands and/or the said property is acquired or notified to be acquired by the Government, or any other public body or authority, the Developers shall be entitled to receive all the benefits in respect, thereof and/or the compensatory F.S.I. or all other benefits which may be permitted in lieu thereof. The Developers shall also be entitled to use any additional F.S.I. or additional construction that may be permitted by the CIDCO Ltd or any other local body or concerned authority on the said plot of land and/or property for any reason whatsoever, including structures and stores will be the sole property of the Developers who will be entitled to dispose it of in any way they choose and flat/shop purchaser/s hereby irrevocable consents to the same. Under the circumstances aforesaid, the flat/shop purchaser/s shall not be entitled to raise any objection or to any reduction in the price of the said premises agreed to be acquired by him/her/them and/or to any compensation or damages, on the ground of inconvenience or any other ground whatsoever. It is agreed by and between the parties that if the permitted floor space index or density is not consumed in the building being put up and/or at any time further construction on the land is allowed to the Developers and/or consume the balance F.S.I. and/or additional F.S.I. of any other property whatsoever, and/or the flat/shop purchaser/s and/or the Society or the Association of Apartment Owners and/or the Limited Company shall not be entitled to claim any share, right, title or interest in such F.S.I. as aforesaid nor shall they be entitled to raise any objection whatsoever in respect of its use by the Developers in any manner they choose.

- 12) The Developers or any person nominated by the Developers or the persons to whom the rights and benefits conferred under the clause herein before mentioned are assigned, shall have absolute right to make additions, alterations, raise stores or put up additional structures as may be permitted by the CIDCO Ltd. and other competent authorities. Such additions, alterations, structures and stores will be the sole property of the Developers



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its nominee or assignee as the case may be, who will be entitled to dispose of the same in any way they choose and the flat/shop purchaser/s hereby consents to the same. The terrace of the building till the same is/are allotted to any flat/shop purchaser/s and/or agreed to be sold, as also the parapet walls shall be the property of the Developers or its nominee or assignee and the Developers or its nominee or assignee shall also be entitled to display advertisements on or over the walls, on or over the terrace as well as on any portion of the said building including the compound thereof and on the walls of such compound and shall be exclusively entitled to the income that may be derived by display of such advertisements at any time hereafter. The agreement with the purchaser and all other flat/shop purchaser/s of the other premises in the said building shall be subject to the aforesaid rights of the Developers or its nominee or assignee who shall be entitled to use the terrace therein as well as the said lands, and other flat/shop purchaser/s including the flat/shop purchaser/s herein shall not be entitled to any abatement or reduction or concession in the price of the premises agreed to be acquired by the him on the ground of inconvenience or any other ground whatsoever. The Developers shall be entitled to either nominate any other person to obtain the benefits, rights and interest in favour of any other person.

13) The Developers shall be entitled to transfer, assign, dispose off and/or sell in any manner they deem fit or proper the said terraces/ suit areas/ parking spaces/gardens etc. to anybody on such price, terms and conditions at the Developers may deem fit. The flat/shop purchaser/s ^{पवस} and along with other flat/shop purchaser/s will not raise any objection of whatsoever nature of kind.

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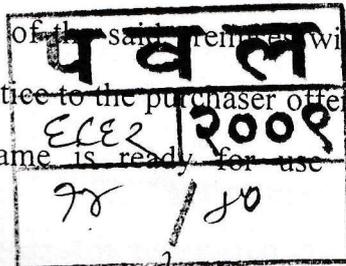
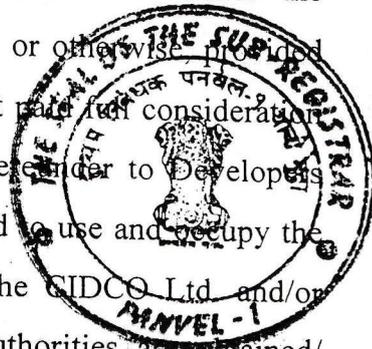
14) The flat/shop purchaser/s agrees that he/she/they along with other flat/shop purchaser/s of flat/shop s parking spaces etc. will not charge anything to the Developers or its nominee or Transferees any amount by way of monthly installment, maintenance charges or any other charges whatsoever for use of such terraces, stilt areas, compound walls, display or advertisements.



hoardings etc. for the purpose mentioned hereinabove except as may be payable to any local authority and as may be provided in the agreement between the Developers and the persons entitled to the use thereof.

15) As soon as the Developers notify that the said premises is ready for occupation the flat/shop purchaser/s shall pay the entire balance price including the arrears of installments, if any, together with accrued interest payable by him/her/them and the other amounts payable hereunder within fifteen days of such notice whether served individually or put up at some prominent place in the building. If the flat/shop purchaser/s fails to pay the said balance price as aforesaid, the Developers will be entitled to forfeit the earnest money deposit previously paid by the flat/shop purchaser/s and terminate this agreement and the flat/shop purchaser/s shall thereupon lose all rights in the said premises agreed to be sold as well as all the rights and benefits under this agreement.

16) The possession of the said premises shall be delivered to the flat/shop purchaser/s after the building is ready for use the occupation and only after all the amounts due by the flat/shop purchaser/s under this agreement are first simultaneously paid to the Developers. The possession of the said premises may be offered and/or given earlier, if requested by the flat/shop purchaser/s, before receiving the occupation certificate to enable the flat/shop purchaser/s to decorate the same internally or otherwise provided however that the flat/shop purchaser/s has/have first paid full consideration herein mentioned and all other amounts payable hereunder to Developers provided further that he/she/they shall not be entitled to use and occupy the said premises till the occupation certificate from the SIDCO Ltd. and/or other necessary consents from other concerned authorities are obtained/received. The purchaser shall take possession of the said premises within fifteen days of the Developers giving written notice to the purchaser offering the possession and/or intimating that the same is ready for use and occupation, time being the essence.



...14/-

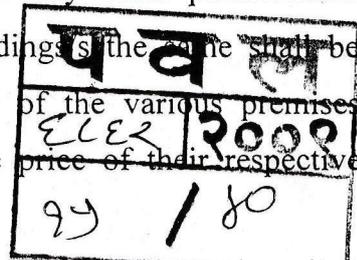
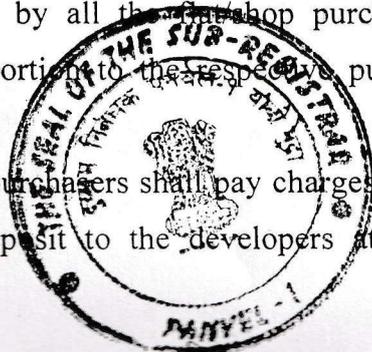
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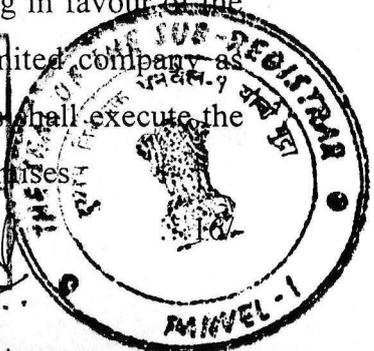
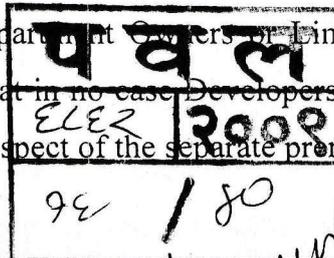
- 17) Upon the flat/shop purchaser/s taking possession of the said premises, he/she/they shall have no claim against the Developers in respect of any items of work in the said premises which may be alleged not to have been carried out and/or completed and/or being defective and/or being not in accordance with the plans and/or specification and/or this agreement and/or otherwise howsoever in relation thereto and it will be deemed that the flat/shop purchaser/s has fully inspected the said premises and satisfied himself about the same before receiving possession thereof.
- 18) The flat/shop purchaser/s hereby agrees to contribute and pay his/her /their actual proportionate share towards water charges, sweeper charges, common electrical bill, watchman salary, and out goings including maintenance charges in respect of the said premises, if the same exceeds Rs. 300/- per month, such share to be determined by the Developers with regards to the each flat/shop/open space/terrace/parking space.
- 19) The flat/shop purchaser/s shall immediately after the execution of this agreement lodge the same for registration with the appropriate registering authority and shall within two days after lodging the same, intimate in writing to the Developers together with the serial number under which the same is lodged enclosing the Xerox Copy of such registration receipt to enable the Developers to admit the execution thereof. In no case Developers shall bear any penalty that may be levied for delayed registration of the said agreement. If the flat/shop purchaser/s fails to lodge this agreement for registration, the Developers shall not be in any way responsible for the non-registration of the said agreement and the consequences arising there from.
- 20-A) If at any time development and/or betterment charges, sales tax, service tax charges or other levy are/or is charged, levied or sought to be recovered by the municipality/Corporation, Government and/or any other public/Local authority in respect of the said plot and/or buildings the same shall be borne and paid by all the flat/shop purchaser/s of the various premises therein, in proportion to the respective purchase price of their respective premises.
- B) The Flat/Shop purchasers shall pay charges towards MSEB meter deposit & water meter deposit to the developers at the time of possession of the Flat/Shop.



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21) The flat/shop purchaser/s along with other purchaser of flat/shop / parking space in the said building "VED" shall form a Co-operative Society or Association of Apartment Owners or Limited Company to be known as the "VED" Co.Operative Housing Society or "_____". After formation of the said Co-Operative Housing Society or Association of Apartment Owners or Limited Company and after completion of the building and receipt by the Developers of the full price of all the flat/shops the Developers shall request, call upon and make the said Shri. Arun Shantaram Patil & Others to execute the necessary conveyance or sub lease of the said plot of land in favour of such Co-Operative Housing Society or Association of Apartment Owners or Limited Company. Such conveyance as also the rules of the Co-Operative Housing Society or Association of Apartment Owners or Limited Company may adopt at its inception and the regulations and bye-laws of the proposed Co-operative Housing Society or Association of Apartment Owners or Limited Company shall be prepared and/or approved by the advocates of the Developers and said Shri. Arun Shantaram Patil & Others All costs and expenses including professional cost of the advocates of the Developers and said Shri. Arun Shantaram Patil & Others in connection with the formation of a Co-operative Housing Society or Association of Apartment Owners or Limited Company and the stamp and registration charges and all other incidental charges of the said conveyance shall be borne by all the flat/shop purchaser/s and/or members of such Co-operative Housing Society and/or Association of Apartment Owners or Limited Company. It is made clear that the Developers and/or the said Shri. Arun Shantaram Patil & Others shall not be liable to pay any stamp duty or registration charges in respect of the conveyance lease deed of the said plot of land and building in favour of the said Society or Association of Apartment Owners or Limited company as aforesaid. It is also made clear that in no case Developers shall execute the separate deed of conveyances in respect of the separate premises.



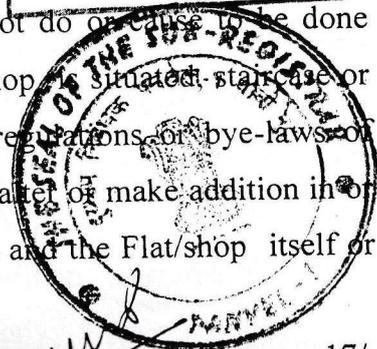
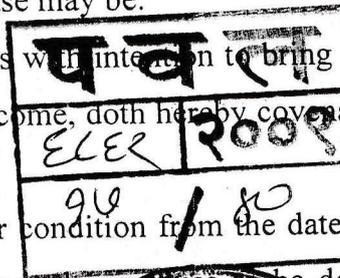
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22) In the event of the Co-operative Housing Society or Association of Apartment Owners or Limited Company being formed and registered before the sale and disposal by the Developers of all the flat/shops and other premises in the said building the power and the authority of the Co-Operative Housing Society or of such Association or Limited Company of the purchaser of premises shall be subject to the over all authority and control of the Developers over any or all of the matters concerning the said building and in particular the Developers shall have absolute authority and control as regards the unsold flat/shop portions and other premises and the disposal thereof.

23) Notwithstanding anything herein contained or otherwise provided in this agreement, Developers shall have liberty to sell assign, transfer, or otherwise deal with its rights, title and interest in the said plot and/or in the said building constructed or to be constructed thereon in any manner whatsoever provided. However that this right of the Developers shall in no way after or prejudice the rights of the flat/shop purchaser/s. It being expressly agreed and understood that the flat/shop purchaser/s shall have no claim whatsoever except in respect of the premises hereby agreed to be acquired and that all open spaces/flat/shop/parking spaces/ slit areas/ gardens/ terraces in the said building will remain the property of the Developers until the said plot is fully developed and is transferred to the Co-Operative Society or Association of Apartment Owners or Limited Company as the case may be.

The Flat/shop purchaser/s for himself/themselves with interest to bring all persons into whosoever hands the flat/shop may come, doth hereby covenant with the Developer as follows :

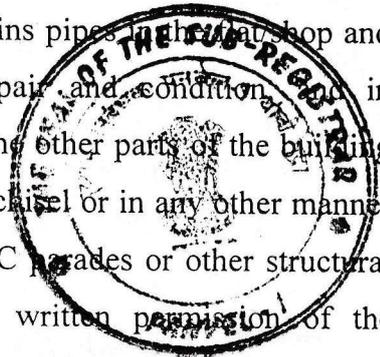
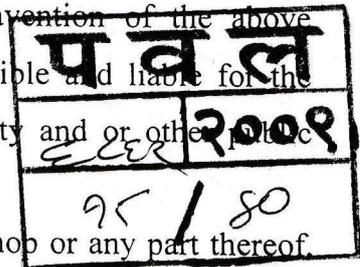
- (a) To maintain the flat/shop in good tenable repair condition from the date of possession of the flat/shop is taken and shall not do or cause to be done anything in or to the building in which the flat/shop is situated, staircase or any passage which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the flat/shop is situated and the Flat/shop itself or any part thereof.



Not to store in the flat/shop any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the constructions or structure of building in which the flat/shop 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 to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the flat/shop is situated, including entrances of the building in which the flat/shop is situated and in case any damage is caused to the building in which the flat/shop is situated or the flat/shop on account of negligence or default of the flat/shop purchaser/s in this behalf, the flat/shop purchaser/s shall be liable for the consequences of the Breach.

(c) To carry at his 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 Developer to the flat/shop purchaser/s and shall not do or cause to be done anything in or to the building in which the flat/shop is situated or the flat/shop which may be 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 in 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 authority.

(d) Not to demolish or cause to be demolished the flat/shop or any part thereof nor any time make or cause to be made any addition or alteration of whatever nature in or to the flat/shop or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Flat/shop is situated and shall keep, the portion, swears, drains pipes and appurtenances thereto in good tenantable repair and condition in particular, so as to support shelter and protect the other parts of the building in which the flat/shop is situated and shall not cause or in any other manner damage to columns, beams, walls, slabs or RCC grades or other structural members in the flat/shop without the prior written permission of the Developer/and or the society or the Limited Company.



The flat/shop purchaser/s shall not at anytime demolish or cause to be demolished the said premises or any part thereof agreed to be acquired by him nor shall at anytime make or cause to be made any addition or alteration of whatever nature to the said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said premises to be acquired by him. The flat/shop purchaser/s hereby covenants to keep the partition walls, sewers drains, pipes and appurtenances thereto in good conditions and in particular so as to support shelter and protect the parts the said building other then his/her premises. The flat/shop purchaser/s further covenants not to disturb/ chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. pillars or other structural portions without the prior written permission of the Developers and the CIDCO Ltd.

31) After the flat/shop purchaser/s may have taken possession of the premises under the provisions of this agreement, the flat/shop purchaser/s shall permit the Developers and their surveyors and agents with or without workmen and others at all reasonable times, to enter into and upon the said premises or any part thereof to view and examine the state and condition thereof and the flat/shop purchaser/s shall make good, within three months or the Developers giving a notice in writing, which shall be given by the Developers to the flat/shop purchaser/s and also for the purpose of repairing any part of the building and for the purpose of making, repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, pipes, cables, water courses, gutters wires, partition walls or structure of other conveniences belonging to or serving for the said building, and also for the purpose of laying, wires and cables and for similar other purposes and for all, other purposes contemplated this agreement.

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All letters, receipts and or notices issued by the Developers dispatched under

Certificate of posting/ Registered post A.D. to the address known

purchaser will be sufficient proof of receipts of the same by the flat/shop



~~purchaser/s~~ and shall completely and effectually discharge the Developers. For this ~~purpose~~ the flat/shop purchaser/s has/have given the following address :

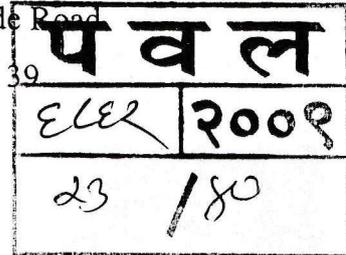
Smt. Annamma Mathew, residing at
A/S, Telephone Colony, Mogul lane,
Mahim, Mumbai - 400 016.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece and parcel of a plot of land bearing Plot No. 26, Sector No. 35, Kamothe, Phase-II, total admeasuring area 1050 Sq.,mtr. allotted under 12.5% Scheme (GES) lying at Village Kamothe, Phase-II, Tal. Panvel, Dist.

Raigad. The Said Plot No. 26, is bounded as under :

On or towards the North by : 15.00 Mtrs. Wide Road
On or towards the South by : Plot No. 37, 38, 39
On or towards the East by : Plot No. 25.
On or towards the West by : Plot No. 27.



THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT piece and parcel of premises bearing Flat/Shop No. 302, on Third Floor, of 70.44 Sq.mtr. i.e 758 Sq.Ft. (Carpet Area) and area equivalent to 84.57 Sq. Mtrs. i.e 910 Sq.Ft. (built-up) IN "VED" constructed on Plot No. 26, Sector No. 35, Village Kamothe, Phase-II, Tal. Panvel, Dist. Raigad.



...23/-

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

Signed sealed and delivered by
The within named DEVELOPER
M/S. SHIVAM ENTERPRISES
a Partnership firm through its Partner

1) MR. SURESH. R. PATEL

PAN NO. :



In the presence of...

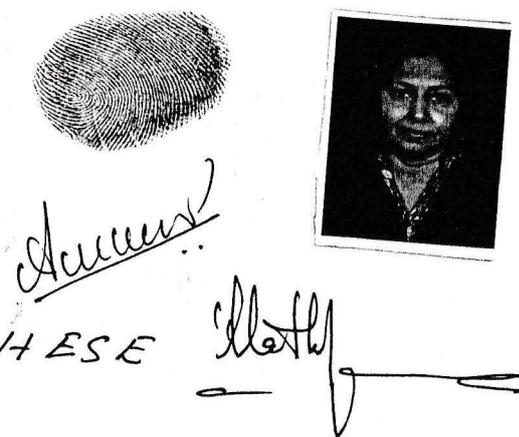
1) J. V. Pareek *J.P.*

2) S. U. Bhopi *SB*

SIGNED SEALED AND DELIVERED BY
The within named FLAT/SHOP PURCHASER/S

SHRI./SMT. ANNAMMA MATHEW

& MR. MATHEW VARGHESE

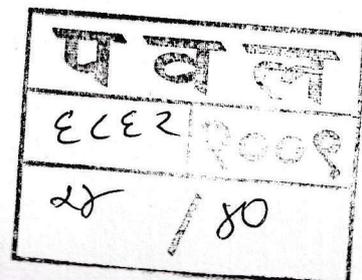
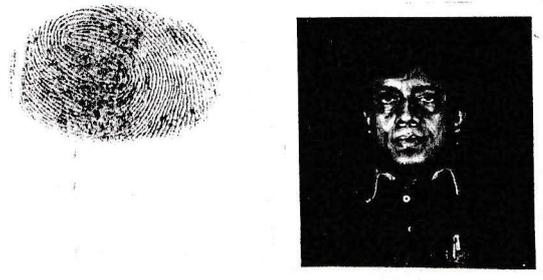


PAN NO. :

In the presence of...

1) J. V. Pareek *J.P.*

2) S. U. Bhopi *SB*



The above purchase price does not include the following charges:

- a) Stamp duty, registration, service tax and other charges payable to the concerned authorities.
- b) Water connection charges, electricity connection charges, infrastructure development charges and drainage charges.
- c) Electric cable lying charges.
- d) Land and development building charges.
- e) Legal charges for documentation.
- f) Transfer fees to CIDCO Ltd.
- g) Water Resource Development Charges.

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Shri. ...

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RECEIPT

RECEIVED a sum of Rs. 25,000/- (Rupees Twenty five -
thousand only) from with in named flat/shop purchaser/s
paid by cash/cheque No. 871963 dated 22/08/09 drawn on Bank
HDFC BANK

being advance and part payment towards the state price in respect of Flat/shop No.
302 on Third floor, the building "VED" to be constructed on Plot No.
16, Sector No. 35, of Village Kamothe, Phase-II, Tal. Panvel, Dist. Raigad as
agreed under these presents.

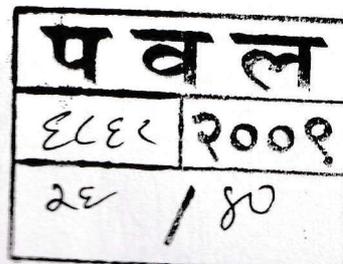
WE SAY RECEIVED

Rs. 25,000/-

S. Patel

M/S. SHIVAM ENTERPRISES
A Partnership firm through its Partner

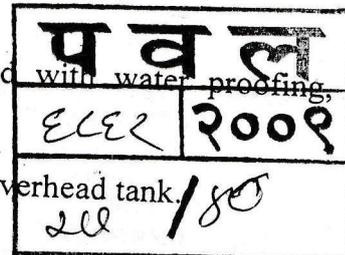
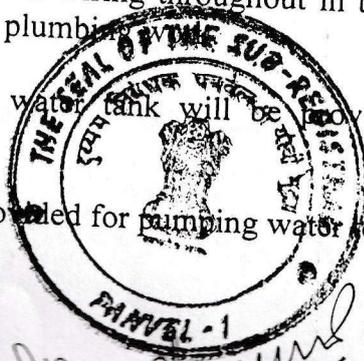
1) MR. SURESH R. PATEL



ANNEXURE - C

SPECIFICATION AND AMENITIES FOR DELUXE FLAT/SHOP

- 1) The Building will be constructed of reinforced cement concrete frame structure.
- 2) All the external walls will be constructed in 6" thick brick work with cement plaster in two coats, partition walls will be 4" thick brick work with cement plaster and niroo finish.
- 3) Entire flooring will be spartex in all rooms.
- 4) External sand face plaster in two coats of semi Acrylic paints.
- 5) Internal niroo plaster with two coats of Distemper.
- 6) Living room and Bed room shall have one ceiling fan point and two light points with one plug point & all rooms shall have required light plug & fan points.
- 7) Baths with full glazed tiles hot & cold mixer with Guser point in each Bathroom upto 6.5" height.
- 8) Flooring will be provided by 8" x 16" Ceramic Spartex in entire flat.
- 9) One Wash basin will be provided either in Bathroom or in any suitable location.
- 10) R.C.C. raised platform finished with Green Marble stone and one steel sink in Kitchen.
- 11) There will be flush doors for internal rooms and good quality paneled main door. Flush door will be painted with two coats of oil paint. Sintex door for bath & W.C.
- 12) All staircases landing shall have lighting arrangements.
- 13) Electric copper concealed wiring throughout in the flat/shop and open type sanitary and concealed plumbing.
- 14) Building Terrace and water tank will be provided with water proofing, Terrace.
- 15) Water Pump will be provided for pumping water to overhead tank.



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CIDCO
WE MAKE CITIES

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

HEAD OFFICE :
2nd Floor, Nariman Point,
Mumbai - 400 021.
PHONE : (Reception) 00-91-22-6650 0900
00-91-22-6650 0928
00-91-22-3202 2509 / 6650 0933
CIDCO/BP/ATPO

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

To,
Shri Arun Shantaram Patil & Others three
At. Shivaji Park, Dadar,
MUMBAI

Date : 23/3/2007

ASSESSMENT ORDER NO.547/2006-2007 REGISTER NO.02 PAGE NO.547.

SUB:- Payment of development charges for Residential Building on Plot no.26, Sector -35 at Kamothe (12.5% scheme), Phase-II
REF:- 1) Your architect's application dated 17/03/2006 & 21/03/2007.
2) Delay condonation issued by EO(I) vide letter dtd.24/04/2006
3) Fire NOC issued by Fire Officer, vide letter No.404, dtd. 19/03/2007
4) 50% IDC paid of Rs. 5,25,000/- vide challan no. 108417, dtd. 15/03/2007

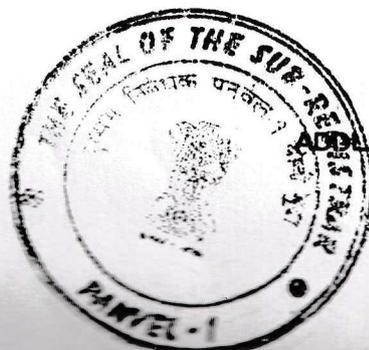
ORDER OF ASSESSMENT OF DEVELOPMENT CHARGES.
(OFFICE ORDER NO. CIDCO/ADM/2449/DATED/18/11/82)

1. Name of Assessee :- Shri Arun Shantaram Patil & Others three
2. Location :- Plot no.26, Sector-35, at Kamothe (12.5% scheme), Phase-II.
3. Land use :- Residential
4. Plot area :- 1049.80 Sq. mtrs
5. Permissible FSI :- 1.5
6. **AREA FOR ASSESSEMENT:-**
- A) FOR COMMERCIAL :-**
- i) Plot area :- 51.20 Sq.mtrs..
- ii) Built up area :- 76.80 Sq.mtrs.
- B) FOR RESIDENTIAL :-**
- i) Plot area :- 998.60 Sq.mtrs.
- ii) Built up area :- 1497.194 Sq.mtrs
7. **DEVELOPMENT CHARGES :-**
- A) FOR COMMERCIAL :-**
- i) Plot area :- 51.20 Sq.mtrs. X Rs.60/- = Rs.3072.00 ^{25/80}
- ii) Built up area :- 76.80 Sq.mtrs. X Rs.80/- = Rs.6144.00
- TOTAL = Rs.9216.00
- B) FOR RESIDENTIAL :-**
- i) Plot area :- 998.60 Sq.mtrs. X Rs.30/- = Rs.29958.00
- ii) Built up area :- 1497.194 Sq.mtrs X Rs.40/- = Rs.59887.76
- TOTAL = Rs. 89845.76
- 8) Total Assessed development Charges :- 7(A)+7(B)=Rs.99061.76, Say Rs.99062.00
- 9) Date of Assessment - 22/03/2007
- 10) Due date of completion :- 30/01/2004 to 29/01/2008
- 11) Development charges paid of Rs.99550 /- vide challan no.108418, dtd. 15/03/2007

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Yours faithfully,


(N.S. Swami) 23/03/07
ADDL TOWN PLANNING OFFICER
Navi Mumbai & Khopta



Infrastructure Development
Changes.

CIDCO
WE MAKE CITIES

REGIONAL AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

OFFICE :

REGIONAL, 2nd Floor, Nariman Point,
Mumbai - 400 021.

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

00-91-22-6650 0928

00-91-22-2202 2509 / 6650 0933

CIDCO/BP/ATPO/

HEAD OFFICE :

CIDCO Bhavan, CBD-Belapur,
Navi Mumbai - 400 614.

PHONE : 00-91-22-6791 8100

FAX : 00-91-22-6791 8166

Date : 23/3/07

Ref. No.

To,

Shri Arun Shantaram Patil & Others three.
At. Shivaji Park, Dadar,
MUMBAI

Sub:- Development Permission for Residential Building on
Plot no.26, Sector-35 at Kamothe (12.5% scheme), Phase-II.

- Ref:- 1) Your architects application dated 17/03/2006 & 21/03/2007.
2) Delay condonation issued by EO(I) vide letter dtd.24/04/2006
3) Fire NOC issued by Fire Officer, vide letter No.404, dtd. 19/03/2007
4) 50% IDC paid of Rs. 5,25,000/- vide challan no. 108417,
dtd. 15/03/2007

Sir,

Please refer to your application for development permission for Residential Building on Plot no.26, Sector -35 at Kamothe (12.5% scheme), Phase-II, Navi Mumbai.

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

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

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

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

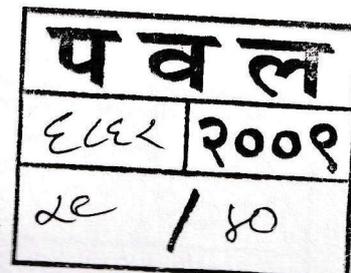
Thanking you,

Yours faithfully,

(N.S. Swami)

(N.S. Swami) 23/03/07

ADDL. TOWN PLANNING OFFICER
Navi Mumbai & Khopta



REF. NO. CHDCO/ATPO/

1618

28/3/2009

CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD.

COMMENCEMENT CERTIFICATE

Permission is hereby granted under section-45 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra XXIV) of 1966 to Shri. Anun Shantaram

Patil & others three

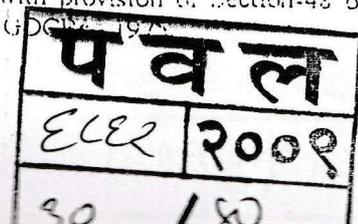
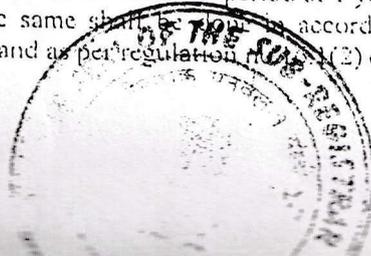
Plot No. 26 Road No. - Sector 35 Node Kamotha Ph-II of

Navi Mumbai. As per the approved plans and subject to the following conditions for the development work of the proposed Residential Bldg. (G+7) str.

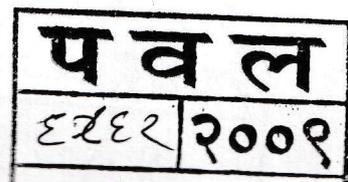
Residential BUA = 1497.194 m² ; COMM. BUA = 76.80 m²
Total BUA = 1573.994 m²

(Nos. of Residential Units 36 Nos. of Commercial units 06)

1. This Certificate is liable to be revoked by the Corporation if :-
 - 1(a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the Sanctioned plans.
 - 1(b) Any of the conditions subject to which the same is granted or any of the restrictions imposed upon by the Corporation is contravened.
 - 1(c) The Managing Director is satisfied that the same is obtained by the applicant through fraud or Misrepresentation and the applicant and/or any person deriving title under him, in such an event shall be deemed to have carried out the development work in contravention of section-43 or 45 of the Maharashtra Regional and Town Planning Act-1966.
2. The applicant shall :
 - 2(a) Give a notice to the Corporation for completion of development work upto plinth level, atleast 7 days before the commencement of the further work.
 - 2(b) Give written notice to the Corporation regarding completion of the work.
 - 2(c) Obtain Occupancy Certificate from the Corporation.
 - 2(d) Permit authorised officers of the Corporation to enter the building or premises, for which the permission has been granted, at any time for the purpose of ensuring the building control Regulations and conditions of this certificate.
3. The structural design, building materials, installations, electrical installations etc. Shall be in accordance with the provision (except for provision in respect of floor area ratio) as prescribed in the National Building Code or and / or GDCR - 1975 in force.
4. The Certificate shall remain valid for period of 1 year from the date of its issue, thereafter revalidation of the same shall be in accordance with provision of Section-48 of MRTP Act- 1966 and as per regulation 1(2) of the GDCR - 1975.



5. The conditions of this certificate shall be binding not only on the applicant but also on its successors and /or every person deriving title through or under him.
6. A certified copy of the approved plan shall be exhibited on site.
7. The amount of Rs. 5500/- deposited with CIDCO as security deposit shall be forfeited either in whole or in part at the absolute discretion of the Corporation for breach of any of the conditions attached to the permission covered by the Commencement Certificate. Such forfeiture shall be without prejudice to any other remedy or right of Corporation.
8. "Every Building shall be provided with under ground and over head water tank. The capacity of the tanks shall be as per norms fixed by CIDCO. In case of high rise buildings under ground and over head water tank shall be provided as per the fire fighting requirements of CIDCO. The applicant shall seek approval of the EE(Water Supply) of CIDCO in respect of capacity of domestic water tanks. The applicant shall seek approval of the Fire Officer of CIDCO in respect of capacity of water tanks for the fighting purpose".
9. You shall approach Executive Engineer, M.S.E.B. for the power requirements, location of transformer, if any, etc.
10. As per Govt. of Maharashtra memorandum vide No.TBP/4393/1504/C4-287/94, UD-11/RDP, Dated 19th July, 1994 for all buildings following additional conditions shall apply.
- i] As soon as the development permission for new construction or re-development is obtained by the Owners/Developer, he shall install a 'Display Board' on the conspicuous place on site indicating following details :-
- a) Name and address of the owner/developer, Architect and Contractor.
- b) Survey Number/City survey Number, Plot, Number/Sector & Node of Land under reference alongwith description of its boundaries.
- c) Order Number and date of grant of development permission or re-development permission issued by the Planning Authority or any other authority.
- d) Number of Residential flats/Commercial Units with areas.
- e) Address where copies of detailed approved plans shall be available for inspection.
- ii] A notice in the form of an advertisement, giving all the details mentioned in (i) above, shall be published in two widely circulated newspapers one of which should be in regional language.



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

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

12. As directed by the Urban Development Deptt. Government of Maharashtra, under Section-154 of MR&TP Act-1966 and vide Provision No. TPB 432001/2133/CR-230/01/UD-11, dated 10/03/2005, for all buildings greater than 300.00 Sq.m. following additional condition of Rain Water Harvesting shall apply.

- a) All the layout open spaces / amenities spaces of Housing Society and new construction / reconstruction / additions on plots having area not less than 300.00 Sq.m. shall have one or more Rain Water Harvesting structures having minimum total capacity as detailed in schedule (enclosed).

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

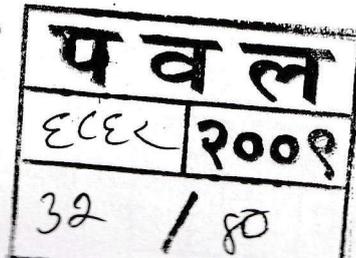
- b) The owner / society of every building mentioned in the (a) above shall ensure that the Rain Water Harvesting structure is maintained in good repair for storage of water for non potable purposes or recharge of groundwater at all times.
- c) The Authority may impose a levy. of not exceeding Rs. 100/-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

C.C.TO: ARCHITECT
Designo.

[Signature] 23/03/07
ADDL.TOWN PLANNING OFFICER
Navi Mumbai & Khopta

C.C. TO: Separately to :

1. M(TS)
2. CUC
3. EE(KHR/PNL/KLM/DRON)
4. EE(WS)



Department,
Town Police Station
Panvel,
Mumbai. Mob. 9820462629

MANOJ K. BHUJBAL (Advocate)
B.A.L.L.B.
PREETI M. BHUJBAL (Advocate)
B.A.L.L.B.

Resi :-
"Vithai", Bhujbal Wadi, Podi No.2
Sector-15-A, New Panvel-410 206.
Tel. : 2745 0821.

Date : 19/09/2007.

TITLE CLEARANCE CERTIFICATE

Sub: Title Clearance Certificate with respect to Plot No. 26, Sector No. 35, Area about 1050 Sq.Mtrs. lying & being at Kamothe, Phase-II, Navi Mumbai.

TO WHOMSOEVER IT MAY CONCERN

1) DESCRIPTION OF PROPERTY :

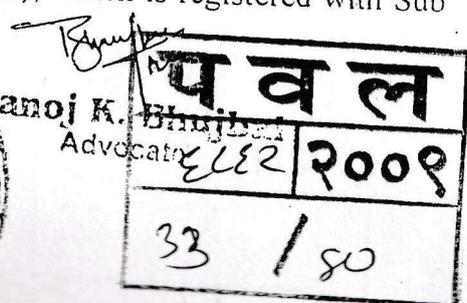
All that piece and parcel of Land known as Plot No. 26, Sector No. 35, Kamothe, Phase-II, 12.5% Scheme containing by measurement 1050 Sq.mtrs or thereabout and bounded that is to say :

On or towards the North by : 15.00 Mtrs. Wide Road.
On or towards the South by : Plot No. 37, 38, 39.
On or towards the East by : Plot No. 25.
On or towards the West by : Plot No. 27.

2) DOCUMENTS :

For the purpose of investigation of title of the said Plot, I also perused the following documents :

- 1) Agreement to Lease dated 30/01/2004 of Plot No. 26, Sector No. 35 at Kamothe, between CIDCO and 1) Mr. Arun Shantaram Patil, 2) Mr. Vijay Shantaram Patil, 3) Mr. Meghasham Shantaram Patil, 4) Smt. Suhasini Nandkumar Nagvekar which is Registered at Sub-Registrar-Panvel/Uran on dt 09/03/2004 Vide Document No. 1586/2004.
- 2) Possession Letter of Plot No. 26, Sector No. 35, area about 1055 Sq.Mt. at Kamothe, Navi Mumbai dt. 16/1/2004.
- 3) Development Agreement dated 09/03/2004 between 1) Mr. Arun Shantaram Patil, 2) Mr. Vijay Shantaram Patil, 3) Mr. Meghasham Shantaram Patil, 4) Smt. Suhasini Nandkumar Nagvekar Residing at 8, Popular Niketan, 73/C, Ranade Road, Shivaji Park, Mumbai-28, with M/S. SHIVAM ENTERPRISES a Partnership firm through its Partner 1) MR. JAYANTILAL D. PATEL, 2) MR. PRAVIN L. PATEL, Residing at Rajanigandha, Kelkar Road, Dombivali(E), which is registered with Sub



- 4) A Supplementary Development Agreement executed between 1) Mr. Arun Shantaram Patil, 2) Mr. Vijay Shantaram Patil, 3) Mr. Meghasham Shantaram Patil, 4) Smt. Suhasini Nandkumar Nagvekar and M/S. SHIVAM ENTERPRISES a Partnership firm through its Partner 1) MR. JAYANTILAL D. PATEL, 2) MR. PRAVIN L. PATEL on dt. _____
- 5) The Power of Attorney of dt. 9/03/2004 given by 1) Mr. Arun Shantaram Patil, 2) Mr. Vijay Shantaram Patil, 3) Mr. Meghasham Shantaram Patil, 4) Smt. Suhasini Nandkumar Nagvekar to M/S. SHIVAM ENTERPRISES a Partnership firm through its Partner 1) MR. JAYANTILAL D. PATEL, 2) MR. PRAVIN L. PATEL.
- 6) Development permission along with Commencement Certificate issued by CIDCO Ltd., dated 23/03/2007 of Plot No. 26, Sector No. 35 at Kamothe, Phase-II, Navi Mumbai Vide its Letter No. CIDCO/BP/APTO/618 dt. 23/03/2007.

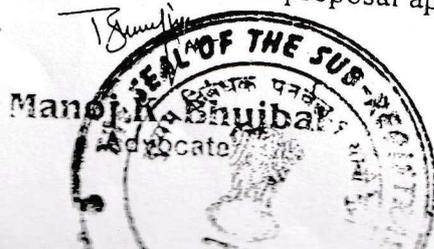
And I have to report and certify as under :

That the city and Industrial Development Corporation of Maharashtra Ltd. is company within the meaning of the Companies Act 1956 (hereinafter referred to as "CIDCO LTD") having its registered office at Nirmal 2nd Floor, Nariman Point. Mumbai 400 021.

That the CIDCO has been declared as a New Town Development Authority under the provision of Sub - Sector 3-A of Section 113 of (Maharashtra Regional & Town Planning Act, 1966) Maharashtra Act No. XXXVIII of 1966 hereinafter referred to as "The Said Act") for the New Town of New Bombay by Government of Maharashtra in exercise of its Powers for the area designated as site for the New Town under Sub-Section (I) of Section 113 of the Said Act.

That the state Government has acquired land within the designated are of New Bombay land vested the same in the CIDCO by an order duly made in that behalf as per the provisions of Section 113 of the Said Act.

That by virtue of being the Development Authority, the CIDCO has been empowered under Section 118 of the Said Act to dispose off any land acquired by if or vested in it in accordance with the proposal approved by the State Government under the Said Act.

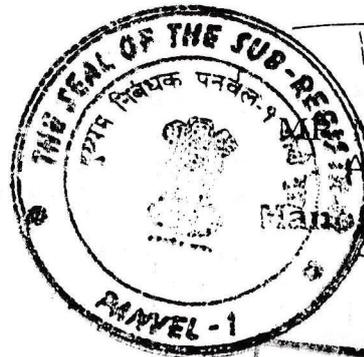


That the immovable property consisting of Plot No. 26, Sector No.35, measuring 1050 Sq.Meters situate, laying and being at Kamothe, Phase-II, Tal. Panvel, Dist. Raigad, Navi Mumbai is allotted by CIDCO of Maharashtra Ltd., on lease basis for Sixty (60) years in favour of 1) Mr. Arun Shantaram Patil, 2) Mr. Vijay Shantaram Patil, 3) Mr. Meghasham Shantaram Patil, 4) Smt. Suhasini Nandkumar Nagvekar hereinafter referred to as the owners for construction of building in accordance with the plans sanctioned by CIDCO.

By virtue of the plot has allotted by the CIDCO and further by virtue of the said 1) Mr. Arun Shantaram Patil, 2) Mr. Vijay Shantaram Patil, 3) Mr. Meghasham Shantaram Patil, 4) Smt. Suhasini Nandkumar Nagvekar being possession of the Said Plot, the said 1) Mr. Arun Shantaram Patil, 2) Mr. Vijay Shantaram Patil, 3) Mr. Meghasham Shantaram Patil, 4) Smt. Suhasini Nandkumar Nagvekar has a clear and marketable title and the Said Plot is without any encumbrances. Therefore said owners 1) Mr. Arun Shantaram Patil, 2) Mr. Vijay Shantaram Patil, 3) Mr. Meghasham Shantaram Patil, 4) Smt. Suhasini Nandkumar Nagvekar has granted Assignment/ Development rights and also irrevocable Power of Attorney in favour M/S. SHIVAM ENTERPRISES a Partnership firm through its Partner 1) MR. JAYANTILAL D. PATEL, 2) MR. PRAVIN L. PATEL permitting the said developers to develop the said plot and to construct the building/s thereon in accordance with the plans sanctioned to be sanctioned by the CIDCO.

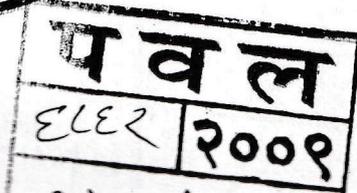
On the basis of the above document placed before me, I hereby certify that M/S. SHIVAM ENTERPRISES a Partnership firm through its Partner 1) MR. JAYANTILAL D. PATEL, 2) MR. PRAVIN L. PATEL, are entitled to develop the said property is clear marketable and free from all encumbrances. Subject to the conditions in incorporated in the said separate Agreement to Lease dated 30/01/2004 of the said plot.

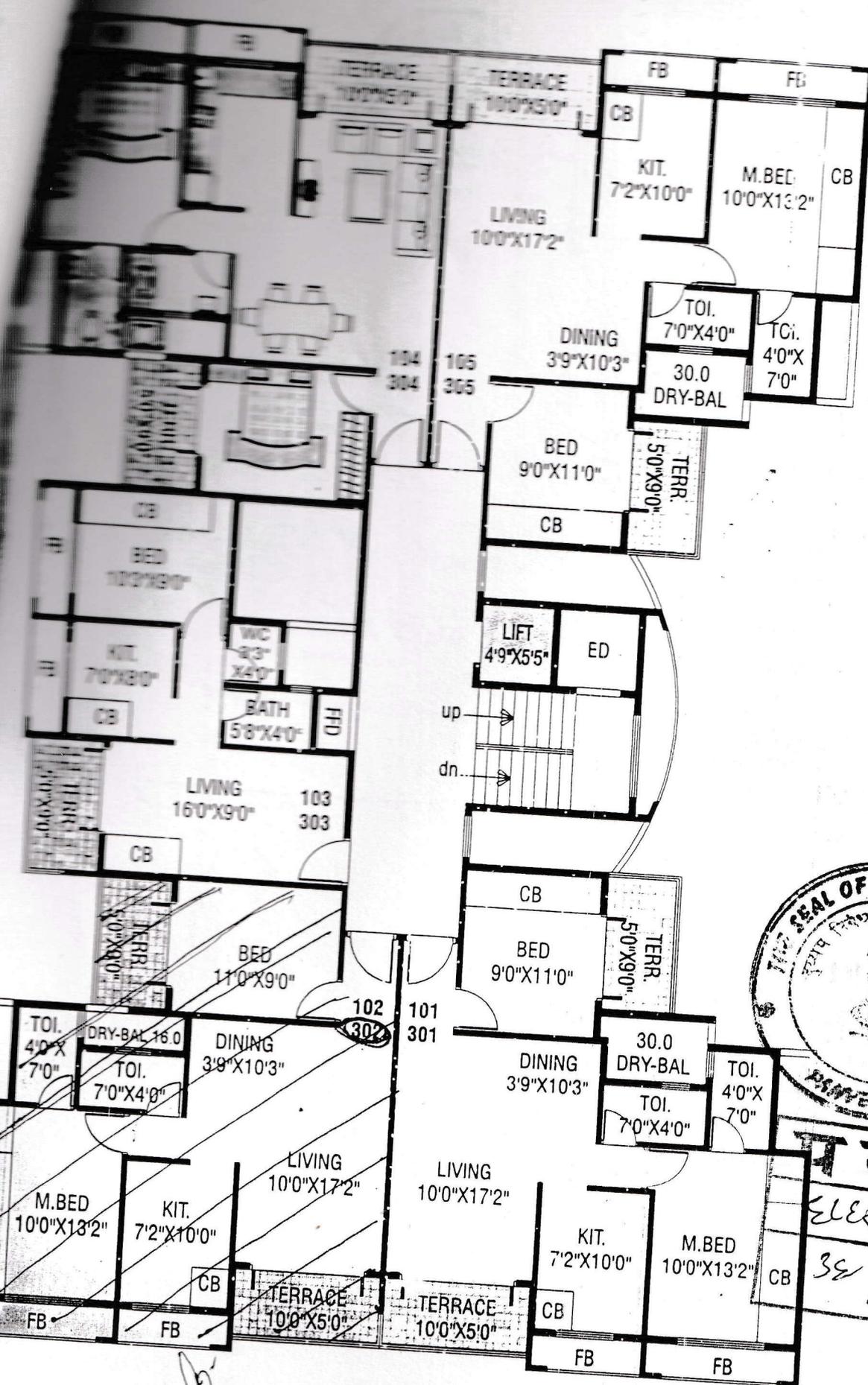
Dated 19th day of September 2007.



M.K. Bhujbal
Advocate

M.K. Bhujbal
Advocate





WAL

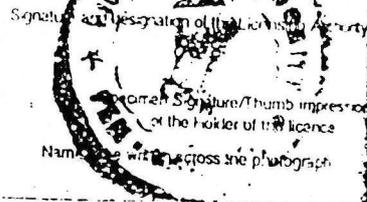


व ल
 2009
 38 / 80

← 15.0 M WIDE ROAD →



Size



FORM 6
(See Rule 10(1))

MH06 Driving Licence PEN/05
14256

Driving Licence No

Date of issue 30/8/05

Name of the Licence Holder

Mrs. Rutan Keni

Son/daughter of

Shri. Pandalik Keni

2
Temporary address/ Official address (if any)

Permanent Address
At - Paldevat, Sakhapur
Tal - Panvel
Dist - Raigad

Date of birth 28/2/84

Educational qualifications

Blood group with RH factor (Optional)

① M/Cycle only

The holder of this licence is licensed to drive throughout India the vehicles of the following description :-

1. Cycle with Gear

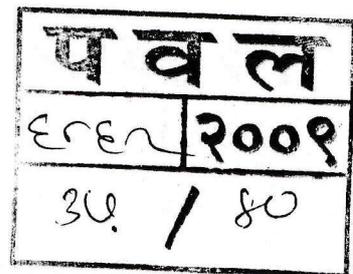
RS-40T 588755/276/30/8

The licence to drive a motor vehicle other than transport vehicle is valid

From 30/8/05 to 29/8/2025

Signature and designation of the Licensing Authority

R. S. Patil
Mumbai, Maharashtra





21/10/2009

दुय्यम निबंधकः

11:15:55 am

पनवेल 1

दस्त गोषवारा भाग-1

पवल1

दस्त क्र 6862/2009

3E/80

दस्त क्रमांक : 6862/2009

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1 नाव: अन्नम्मा मॅथ्यू - -
पत्ता: घर/फ्लॅट नं: ए /5, टेलिफोन कॉलनी, मोगुल
लेन, माहिम, मुंबई- 16
गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेठ/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -
पॅन नम्बर: ए६

लिहून घेणार
वय 051
सही

[Handwritten signature]



2 नाव: मॅथ्यू वर्गीस - -
पत्ता: घर/फ्लॅट नं: -/-
गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेठ/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -
पॅन नम्बर: एएओपीव्ही 0674 के

लिहून घेणार
वय 052
सही

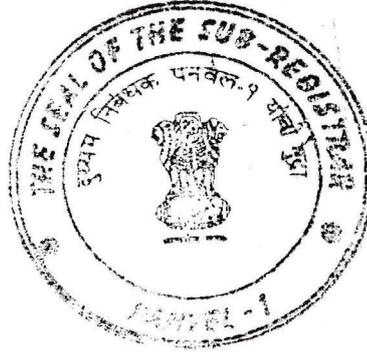
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3 नाव: मे/-शिवम एन्टरप्रायझेस तर्फे भागीदार सुरेश
आर.पटेल - -
पत्ता: घर/फ्लॅट नं: रजनी गंधा, केळकर रोड,
डोंबिवली (पु)
गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेठ/वसाहत: -
शहर/गाव:-

लिहून देणार
वय 035
सही

[Handwritten signature]



दस्ताऐवज करून देणार तथाकथीत [करारनामा] दस्ताऐवज करून दिल्याचे कबूल करतात.



दस्त गोषवारा भाग - 2

पवल1

दस्त क्रमांक (6862/2009)

२०/१०

दस्त क्र. [पवल1-6862-2009] चा गोषवारा
बाजार मुल्य :2283390 मोबदला 2564500 भरलेले मुद्रांक शुल्क : 136490

पावती क्र.:7251 दिनांक:21/10/2009
पावतीचे वर्णन
नाव: अन्नम्मा मॅथ्यू - -

दस्त हजर केल्याचा दिनांक :21/10/2009 11:10 AM
निष्पादनाचा दिनांक : 20/10/2009
दस्त हजर करणा-याची सही :

25650 :नोंदणी फी
800 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल
(आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

दस्ताचा प्रकार :25) करारनामा
दस्त अनुच्छेद प्रकार: करारनामा

Signature

26450: एकूण

शिकका क्र. 1 ची वेळ : (सादरीकरण) 21/10/2009 11:10 AM
शिकका क्र. 2 ची वेळ : (फी) 21/10/2009 11:13 AM
शिकका क्र. 3 ची वेळ : (कबुली) 21/10/2009 11:15 AM
शिकका क्र. 4 ची वेळ : (ओळख) 21/10/2009 11:15 AM

Signature
दु. निबंधकाची सही, पनवेल 1

दस्त नोंद केल्याचा दिनांक : 21/10/2009 11:16 AM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,
व त्यांची ओळख पटवितात.

1) रतन पी केणी- - ,घर/प्लॉट नं: श्रीदत्त झेरॉक्स,पनवेल

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: 0

2) शरद जी भोपी- - ,घर/प्लॉट नं: -/-

गल्ली/रस्ता: -

ईमारतीचे नाव: --

ईमारत नं: -

पेठ/वसाहत: -

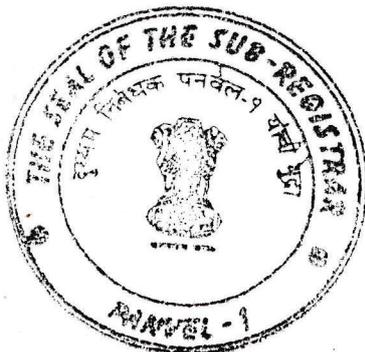
शहर/गाव:-

तालुका: -

पिन: 0



Signature
दु. निबंधकाची सही
पनवेल 1



प्रमाणित करणत यत का सदर दस्तास एकूण २०

पाने आहेत. पुस्तक क्र. २

क्रमांक ६६६२/०९ वर नोंदला.

Signature

दुययम निबंधक, पनवेल

दिनांक २१ माहे १० सन २००९



गावाचे नाव : कामोटे

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा
व बाजारभाव (भाडेपट्ट्याच्या करारनामा
बाबतीत पट्टाकार आकारणा देतो करारनामा
की पट्टेदार ते नमूद करावे) मोबदला रू. 2,564,500.00
बा.भा. रू. 2,283,390.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (1) वर्णन: सदनिका क्र. 302, तिसरा मजला, वेद, प्लॉट क्र. 26, सेक्टर क्र.35, कामोटे **एकूण
(असल्यास) मजले जी + 7 **विभागाचे नाव - मौजे : पनवेल पनवेलनगरपालिका,
उपविभागाचे नाव - 15अ/35 - कामोटे सिडको सेक्टर क्रमांक 35
- (3) क्षेत्रफळ (1) 84.57 चौ.मी.बिल्टअप
- (4) आकारणी किंवा जुडी देण्यात (1)-
असेल तेव्हा
- (5) दस्तऐवज करून देण्या-या (1) मे/-शिवम एन्टरप्रायझेस तर्फे भागीदार सुरेश आर.पटेल - -; घर/प्लॉट नं: रजनी गंधा,
पक्षकाराचे व संपूर्ण पत्ता किंवा केळकर रोड, डोंबिवली (पु); गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -;
दिवाणी न्यायालयाचा हुकुमनामा शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: एएयूएफएस 9242 इ.
किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता
- (6) दस्तऐवज करून घेण्या-या (1) अन्नम्मा मॅथ्यू - -; घर/प्लॉट नं: ए /5, टेलिफोन कॉलनी, मोगुल लेन, माहिम, मुंबई- 16;
पक्षकाराचे नाव व संपूर्ण पत्ता किंवा गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन:
दिवाणी न्यायालयाचा हुकुमनामा -; पॅन नम्बर: एबीझेडपीए 0993 एल.
किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (2) मॅथ्यू वर्गीस - -; घर/प्लॉट नं: -// -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -;
पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: एएओपीव्ही 0674 के.
- (7) दिनांक करून दिल्याचा 20/10/2009
- (8) नोंदणीचा 21/10/2009
- (9) अनुक्रमांक, खंड व पृष्ठ 6862 /2009
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रू 136470.00
- (11) बाजारभावाप्रमाणे नोंदणी रू 25650.00
- (12) शेरा

सह दुय्यम निबंधक, पनवेल-१ (वर्ग-२)

