

11/11/11 11:11:11

Tuesday, February 24, 2009

4:48:30 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 623

दिनांक 24/02/2009

गावाचे नाव नेरुळ

दस्तऐवजाचा अनुक्रमांक

टनन6 - 00604 - 2009

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव: ज्ञानेश कुमार दुबे - -

नोंदणी फी

- 43200.00

नक्कल (अ. 11(1)), वृष्टाकनाची नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (38)

- 760.00

एकूण रु.

43960.00

आपणास हा दस्त अंदाजे 5:04PM ह्या वेळेस मिळेल

hawaan

दुय्यम निबंधक
टाणे 6

वाजार मुल्य: 2883000 रु. मोबदला: 4320000रु.

भरलेले मुद्रांक शुल्क: 198600 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: स्टॅंडर्ड बँक;

डीडी/धनाकर्ष क्रमांक: 013444; रक्कम: 43200 रु.; दिनांक: 24/02/2009

Aratya

गावाचे नाव : नेरुळ

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा
व बाजारभाव (भाडेपट्ट्याच्या
बाबतीत पट्टाकार आकारणी देतो
की पट्टेदार से नमूद करावे) मोबदला रु. 4,320,000.00
बा.भा. रु. 2,883,000.00
- (2) भू-भाषण, पोटहिस्ता व घरक्रमांक (असल्यास) (1) घर्णना सादनिका नंबर - 902,9 या मजला विशाल प्राईड भुखंड 59 से 50 नेरुळ नवी मुंबई
- (3) क्षेत्रफळ (1) 87.36 स्केमी विल्ट अप
- (4) आकारणी किंवा जुळी देण्यात असलेले त्रुटी. (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतियादीचे नाव व संपूर्ण पत्ता (1) मे. विमान असेसिरोव्हा सर्वे पार्टनर राजु गणजी देदीया - -; घर/प्लॉट नं: -; विली/रस्ता: 411 नं. फ्रॅसिलिटी वि ; ईमारतीचे नाव: -; ईमारत नं: -; प्लॉट/वसाहत - शहर/गाव: से 19 वसाहत तालुका: -; पिन: -; पॅन नम्बर: ए ए एफ एफ यु 22900
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, यादीयेनाम व संपूर्ण पत्ता (1) कर्मा कर्मा देवेंद्र देवेंद्र देवेंद्र वल्ली/रस्ता: एच 601 ; ईमारतीचे नाव: -; ईमारत नं: -; प्लॉट/वसाहत - शहर/गाव: तालुका: पुणे ; पिन: -; पॅन नम्बर: ए जे वाय प्लॉट 2149
- (7) दिनांक करून दिल्याचा 24/02/2009
- (8) नोंदणीचा 24/02/2009
- (9) अनुक्रमांक, खंड व पृष्ठ 604 /2009
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 98500.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 43200.00
- (12) शोरा

साह दुर्योधन निबंधक ठाणे-६
(पग - २)



DELIVERED

(वि. नि. मगुना क्र. १) (Fin. R. Form No. 1)

सर्वसा. ११३.मई.
Gen 113 mc.

मूल प्रत [अहस्तांतरणीय]
ORIGINAL COPY [NON TRANSFERABLE]

37700

DDNO 013445

RECEIPT FOR PAYMENT TO GOVERNMENT (Standard Chartered Bank)

Belapur 24/2/09

Received from Gyanesh Kumar Dubey यांच्याकडून

र./Rs. one lakh ninety eight (एक/रुपय 198600/-) याकरिता मिळाले.

on account of thousand six hundred only

रोखपाल व लेखापाल
Cashier or Accountant

(Signature)
PROPER OFFICER
(SUB REGISTRAR)
THANE - VI (BELAPUR)

ACCOUNT PAYEE ONLY

Standard Chartered Bank

Diamond Garden Co. Op. Bldg. G. City. A. S. Road
Chembur, Mumbai - 400 071

245-0-500001-9

VALID FOR SIX MONTHS
FROM THE DATE OF ISSUE.

24 FEB 09

PAY TO THE ORDER OF * SUB REGISTRAR THANE VI A/C REG

Rs. 43,200.00

THE SUM OF RUPEES FORTY THREE THOUSAND TWO HUNDRED ONLY

For Standard Chartered Bank

CASHIER'S ORDER ISSUED BY

BRANCH OPERATOR

Authorized Signatory

ट न न - ६
६०४/२००९
१३८

.....
Adult, Indian Inhabitant bearing Income Tax Pan No. ATYPD 2149P,
..... having address at H-601, Mystique -
moods, Viman Nagar, Pune - 411014.

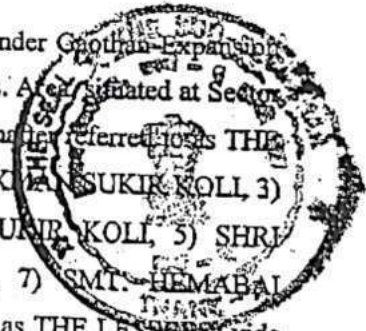
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Chalubar

..... hereinafter called " THE PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of OTHER PART:

WHEREAS the City and Industrial Development Corporation of Maharashtra Ltd., a Government company within the meaning of the Companies Act, 1956 (hereinafter referred to as 'THE CORPORATION') having it's office at Nirmal, 2nd floor, Nariman Point, Mumbai - 400 021, is a new Town Development Authority, under the provisions of subsection (3-a) of Section 113 of Maharashtra Regional & town planning Act, 1966 (Maharashtra Act No. XXXVIII of 1996) (hereinafter referred to as the said Act.)

AND WHEREAS the State Government in pursuant to Section 113 (A) of the said Act, acquired the land described therein and vesting such lands in the said Corporation for development and of such piece of land so acquired by the State Government, and subsequently vested by the State Government in the Corporation for being leased to its intending Lessees.

AND WHEREAS the Corporation has leased a plot of land under Gaithan-Expansion Scheme bearing Plot No. 59, containing about 799.94 Sq. Mtrs. Area, situated at Sector - 50, Village Nerul, Navi Mumbai, Tal. & Dist. Thane, (hereinafter referred to as THE SAID PLOT) to 1) SHRI RAMU SUKIR KOLI, 2) SHRI LAXMI SUKIR KOLI, 3) SHRI LALCHAND SUKIR KOLI, 4) SHRI SURESH SUNAR KOLI, 5) SHRI MANOHAR SUKIR KOLI, 6) MANJA SUKIR KOLI, 7) SMT. HEMABAI SHIMGYA KOLI, the Original Licencees (therein referred to as THE LESSEES) vide Agreement to lease dated 09.07.2004 duly registered with the Sub Registrar of Thane-6 on 12/07/2004 under Serial No. 05111/2004 for a period of 60 years computed from the date of Agreement to Lease, for the purpose of residential-cum-commercial use for proper premium and has handed over the physical possession of the said plot to the Lessees.



AND WHEREAS SHRI RAMU SUKIR KOLI AND OTHERS have sold and assigned all their rights, interest, in Plot No. 59, admeasuring about 799.94 Sq. mtrs, Area, Sector - 50, Nerul, Navi Mumbai, Dist. Thane, to M/S. A & A ASSOCIATES vide Tripartite Agreement dated 14.02.2006 duly registered with the sub-Registrar of Thane-6 on

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दस्तावेज क्रमांक २०४७२००९
५१२०

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AGREEMENT FOR SALE

VISHAL PRIDE
PLOT NO. 59, SECTOR - 50, NERUL,
N. VI MUMBAI

FLAT/SHOP NO. 302, Nineth FLOOR



PURCHASERS

Gyanesh Kumar Dubey

BUILDERS/DEVELOPERS

VISHAL ASSOCIATES
411, Central Facility Bldg. No.I,
A.P.M.C. Mkt - I, Phase - II,
Vashi, Navi Mumbai - 400 705.

ट न न - ६
वस्त क्रमांक ६०४/२००६
२१३८

डी.डी. नं. ०१३४४५ (रॉयल्टी चार्ज्ड बैंक)
 क. एक लाख अठ्ठासहस्र हजार रुपये
 मात्र
 देणा-या व्यक्तीचे नाव... अमिना कुमार कुबे
 पत्ता... नेरुळ
 हस्ता...
 प्राथमीक... १३५१५७७



Jhawar
 (डि. पी. सोनवणे)
 PROPER OFFICER
 SUB - REGISTRAR
 THANE - VI (BELAPUR)

Plot No. 59,
 Sector No. 50, Nerul
 Flat/Shop area ७४३ Sq.ft. Carpet area + Terrace area - Sq.ft. Carpet area
 Market Value Rs. _____
 Actual Value Rs. ४३,२०,०००/-

Agreement for Sale

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Galuber
 THIS AGREEMENT made and entered into at Navi Mumbai on this 24th day of February, 2009, BETWEEN M/S. VISHAL ASSOCIATES through its partner MR. Raju Ganji Dethia Adult, Indian Inhabitant, having address at 411, Central Facility Building, APMC Market - I, Phase - II, Vashi, Navi Mumbai, hereinafter called as "THE BUILDER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the ONE PART AND

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वस्त क्रमांक <u>६०४/२२०९</u>
<u>३१३८</u>

Galuber


 SUB-REGISTRAR
 BELAPUR
 भारत 37700 SPECIAL REGISTER
 135080 ADHESIVE FEB 24 2009
 R.0198600/PB1045
 INDIA STAMP DUTY MAHARASHTRA
 MAH-CRA/0078

ASSOCIATES. CIDCO LTD. have transferred the said Plot in the name of M/S. A & A ASSOCIATES.

AND WHEREAS M/S. A & A ASSOCIATES have sold & assigned all their rights, interest, in Plot No. 59, admeasuring about 799.94 Sq.mtrts. Area, Sector - 50, Nerul, Navi Mumbai, Dist. Thane, to M/S. VISHAL ASSOCIATES "THE BUILDER" and have given the peaceful vacant possession of the said plot to M/S. VISHAL ASSOCIATES (hereinafter referred to "The BUILDER") vide Tripartite Agreement dated 05.06.2006, duly registered with Sub-Registrar of Assurance of Thane-11, on 05.06.2006, under Serial No. 3098/2006 executed between 1) CIDCO LTD., 2) M/S. A & A ASSOCIATES & 3) M/S. VISHAL ASSOCIATES. CIDCO LTD. have transferred the said Plot in the name of M/S. VISHAL ASSOCIATES.

WHEREAS THE BUILDER is the lawful owner of leasehold rights of the said Plot No. 59, at Sector-50, Nerul, Navi Mumbai, Tal. & Dist. Thane, (more particularly described in SCHEDULE).

Whereas 'THE NMMC', has granted permission by its letter No. NMMC/TPD/BP/CASE NO. A5289/1706/2006 dated 25.05.2006 to commence the construction work of residential cum commercial building on the said plot on the terms and conditions mentioned therein and the BUILDER has commenced the construction work of the Residential - cum - Commercial Building on the said Plot No. 59, Sector - 50, Nerul, Navi Mumbai, Tal. & Dist. Thane.

AND WHEREAS the PURCHASER/S has/have demanded from the BUILDER and the BUILDER has given inspection to the PURCHASER/S of all the documents of title relating to the said lands, and the plans, designs and specifications prepared by the "ARCHITECTS" and such other documents as are specified under the Maharashtra Ownership Flats Act 1963 (hereinafter referred to as "THE SAID ACT") and the rules made thereunder.

The Building to be constructed on the Said Plot No. 59 shall be always known as 'VISHAL PRIDE'.

AND WHEREAS the PURCHASER/S have agreed to purchase the said Flat/Shop No. 902 of Ninth Floor, admeasuring about 783 Sq.ft. Carpet Area + Sq.ft. carpet terrace area, in the proposed building standing on Plot No. 59, Sector - 50, in Nerul, Navi Mumbai, Dist. Thane (hereinafter above referred to as the 'said Flat/Shop' or 'said Premises') for the price/consideration of Rs. 43,20,000/-

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ट न न - ६
दस्तावेज क्रमांक ६०४/२००६
५१९८

Keluhan

Lucknow
 District
 Division
 State
 India

Signature
 (Signature of the President of India)



THESE ARE TO REQUEST AND REQUIRE IN THE NAME OF THE
 PRESIDENT OF THE REPUBLIC OF INDIA ALL THOSE WHOM IT MAY
 CONCERN TO ALLOW THE BEARER TO PASS FREELY WITHOUT LET OR
 HINDERANCE AND TO AFFORD HIM OR HER EVERY ASSISTANCE AND
 PROTECTION OF WHICH HE OR SHE MAY STAND IN NEED.
 BY ORDER OF THE PRESIDENT OF THE
 REPUBLIC OF INDIA

यह एक प्रार्थना है कि भारत के राष्ट्रपति के नाम पर, उन सब से अनुरोध
 किया जा रहा है, कि वे प्रार्थना करने वाले को देश में आने से रोकने में बाधा न
 डालें और उसे हर तरह की सुविधा प्रदान करें और उसे हर तरह की सुरक्षा प्रदान
 करें।



भारत गणराज्य REPUBLIC OF INDIA

श्रेणी/Type: IND Country Code: IND Passport No. B 1730485
 नाम/Name: ANITA KUMARI
 राष्ट्रियता/Nationality: INDIAN
 लिंग/Sex: FEMALE
 जन्म तिथि/Date of Birth: 07-01-1972
 जन्म स्थान/Place of Birth: BALUA
 जारी करने का स्थान/Place of Issue: LUCKNOW
 जारी करने की तिथि/Date of Issue: 09-05-2000
 समाप्त की तिथि/Date of Expiry: 08-05-2010



ANITA KUMARI

Specimen Signature / नमूना हस्ताक्षर

INDIAN PASSPORT

भारतीय नागरिकों के लिए जारी की जाने वाली यात्रा दस्तावेज़

पंजीकरण

भारतीय नागरिकों को अपने देश के बाहर रहने के लिए यात्रा दस्तावेज़ प्राप्त करने के लिए पंजीकरण करना आवश्यक है।

यदि आप भारत के बाहर हैं तो आपको अपने देश के निकटतम भारतीय मिशन/पोस्ट पर पंजीकरण करवाना चाहिए।

यदि आप भारत के बाहर हैं तो आपको अपने देश के निकटतम भारतीय मिशन/पोस्ट पर पंजीकरण करवाना चाहिए।

यदि आप भारत के बाहर हैं तो आपको अपने देश के निकटतम भारतीय मिशन/पोस्ट पर पंजीकरण करवाना चाहिए।

REGISTRATION

INDIAN CITIZENS RESIDENT ABROAD ARE ADVISED TO REGISTER THEMSELVES AT THE NEAREST INDIAN MISSION / POST.

CAUTION

THIS PASSPORT IS THE PROPERTY OF THE GOVERNMENT OF INDIA. ANY COMMUNICATION RECEIVED BY HOLDER FROM THE PASSPORT AUTHORITY REGARDING THIS PASSPORT, INCLUDING DEMAND FOR ITS SURRENDER, SHOULD BE COMPLIED WITH IMMEDIATELY.

PASSPORT SHOULD NOT BE SENT OUT OF ANY COUNTRY BY POST. IT SHOULD BE IN THE CUSTODY EITHER OF THE HOLDER OR OF A PERSON AUTHORIZED BY THE HOLDER. IT MUST NOT BE ALTERED OR MUTILATED IN ANY WAY.

LOSS, THEFT OR DESTRUCTION OF PASSPORTS SHOULD BE IMMEDIATELY REPORTED TO THE NEAREST PASSPORT AUTHORITY IN INDIA OR (IF THE HOLDER IS ABROAD) TO THE NEAREST INDIAN MISSION AND TO THE LOCAL POLICE. ONLY AFTER EXHAUSTIVE ENQUIRIES SHALL A REPLACEMENT PASSPORT BE ISSUED.

INDIAN PASSPORT

Name of Father/Legal Guardian
LAXMI NEELAMANI VERMA

Name of Mother
LAXMI DEVI

Name of Spouse

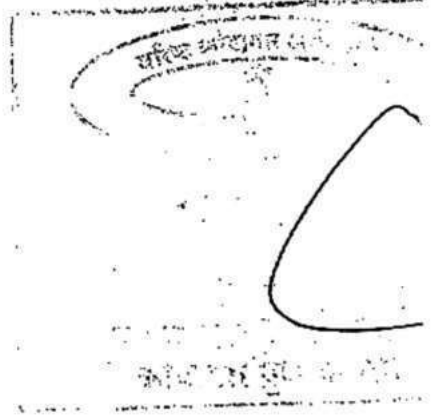
Signature of the passport holder



राज्य MAHARASHTRA

BH 60018

राज. नं. 6661 दि. 24.03.09 त. 1002
 श्री/श्रीमती श्रीगणेश कुमार दुबे
 राह्यार. वि. नं. 0212-500
 हस्ते श्री. सिर



:- AFFIDAVIT :-



I, GYANESH KUMAR DUBEY, Age : 31 Years, Occupation -
 services; R/at :- Flat No. 902, Vishal Pride, Plot No. 59,
 Sector 50, Nerul, Navi Mumbai to day at Pune

do hereby state on solemn affirmation as under :-

That MR. VIKASH KUMAR DUBEY, Age : 36 Years, Occupatic
 Business, is living with my family . The aforesaid premises
 is owned by me.

4 MAR 2009

That , I have no objection to use the aforesaid my address for issue of concerned authorities. To Mr. VIKASH KUMAR DUBEY

Whatever stated above are true and correct to the best of my knowledge, belief and information and I have signed on this 24 th day of March of the Year Two Thousand Nine, at Pune

PUNE

DATE : 24/03/2009



AFFIANT

Kolubay

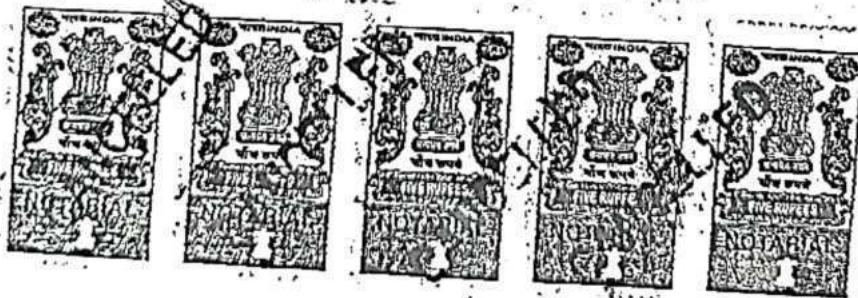
D. R. BADGWAR

B.A., LL. B.

Sr.No.10/11, Pardeshi Bui. 2nd Floor, Sukhasagar Nagar, Katraj Pune-411046.

BEFORE ME

D. R. BADGWAR
NOTARY GOVERNMENT OF INDIA
PUNE



24 MAR 2009

(RUPEES Forty three lakhs twenty thousand X ONLY) on the terms and conditions hereinafter appearing.

Kolubar

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

1. The BUILDER shall construct the said building consisting of Ground + 9 upper floors, on the plot in accordance with the plans, design, specifications which have been approved by the concerned authority and seen and approved by Flat/Shop PURCHASER/S with such variations and modifications 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. The PURCHASER/S hereby agrees to such variations and modifications.

2. The PURCHASER/S have prior to the execution of this Agreement satisfied himself about the title of BUILDER to the said plot of land and no requisition or objection shall be raised upon THE BUILDER in any matter relating thereto.

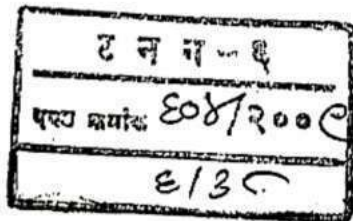
3. The PURCHASER/S hereby agree to purchase the said Flat/Shop bearing No. 902 on the Ninth Floor, admeasuring about 782 Sq.ft. carpet area 782 Sq.ft. carpet terrace area, in the proposed building standing on Plot No. 59 Sector - 50, in Nerul, Navi Mumbai, for the price/consideration of Rs. 4320,000/- (RUPEES Forty three lakhs twenty thousand X ONLY) subject to the terms and conditions hereinafter contained.



Kolubar

4. The fixture fittings and amenities to be provided by the BUILDER in the said Flat/Shop are those mentioned in the Annexure and the PURCHASER/S has satisfied himself / herself about the same.

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5. It is clarified that the Carpet area is the area of the unfinished dimensions of area of thickness of walls, notional balcony area, the door jambs area, loft area, recessed area below the window sills, terrace area, which are exclusively attached to the Flat/Shop and also as proportionate area of Stair case, common passage, top terrace, lift machines room area, pump rooms, area open to the sky appurtenant to the Building and other common areas are exclusive to the carpet area. The PURCHASER/S has/have verified and accepted the area.

6. AND WHEREAS the PURCHASER/S have agreed to pay total price/ consideration being Rs. 43,20,000/- (RUPEES Forty three lakhs twenty thousand _____ x _____ ONLY) in respect of the said Flat/Shop as follows:-

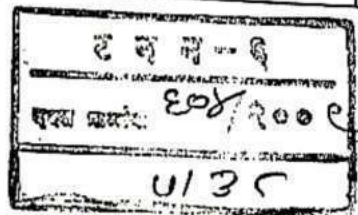
i) Rs. 13,20,000/- (RUPEES Thirteen lakhs twenty thousand _____ x _____ x _____ ONLY) shall be paid on or before execution of this Agreement.

ii) SCHEDULE OF PAYMENT	% of Payment
At the time of booking	3.9.
Commencement of Work	-
Commencement of Plinth	-
Commencement of 1 st Slab	-
Commencement of 2 nd Slab	-
Commencement of 3 rd Slab	-
Commencement of 4 th Slab	-
Commencement of 5 th Slab	-
Commencement of 6 th Slab	-
Commencement of 7 th Slab	-
Commencement of 8 th Slab	-
Commencement of 9 th Slab	-
Commencement of 10 th Slab	-
Commencement of Brick work, Plaster	-
Commencement of Flooring work	-

Handwritten signature



Handwritten mark



Handwritten signature

Commencement of painting & finishing	-
On Possession (i.e. on or before 5/3/2009)	70%
TOTAL	100%

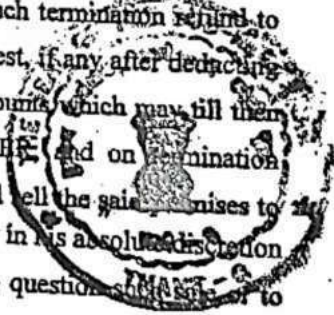
Resolution

7. It is expressly agreed by and between the parties hereto that in respect of the above payments, *time of payment according to the Schedule of payment is the essence of the contract*. Without prejudice to the BUILDER other rights under this agreement and/or in law the PURCHASER/S shall be liable at the option of the BUILDER to pay to the BUILDER interest at the rate of 24% per annum on all amounts due and payable by the PURCHASER/S under this agreement if any such amount remains unpaid for 7 days or more after becoming due. AND on the PURCHASER/S committing breach of any of the terms and conditions herein contained, the BUILDER shall be entitled at his own option to terminate this Agreement.

8. On the PURCHASER/S committing default in payment of each of the installments specified in the Payment Schedule as annexed hereto on their respective due dates (time being essence of the contract) due and payable by the PURCHASER/S to the BUILDER under this Agreement (including his proportionate share of taxes levied or to be levied by the concerned authorities) and on the PURCHASER/S committing breach of any of the terms and conditions herein contained, the BUILDER shall be entitled on his own option to terminate this Agreement in which event the 20% of the total lump-sum of the agreed price which has been paid by the PURCHASER/S shall stand forfeited. The BUILDER shall, however on such termination return to the PURCHASER/S the balance amount without any interest, if any, after deducting the delayed payment charges and any losses from the amounts which may till then have been paid by the PURCHASER/S to the BUILDER and on termination thereof the BUILDER shall be at liberty to dispose off and sell the said premises to such person or persons at such price as the BUILDER may in his absolute discretion think fit and the PURCHASER/S shall not be entitled to question the same or to claim any amount whatsoever from the BUILDER.

9. In any event the PURCHASER/S desires to cancel booking / allotment of the premises made in favour of the PURCHASER/S, the BUILDER shall not be bound to cancel the booking/allotment of the premises.

10. The Purchase price mentioned above is exclusive of the following charges i.e.
 - 1) Stamp Duty, Registration, legal charges and other charges payable to the concerned authorities for registration of this Agreement.
 - 2) Transfer Fees/charges payable to CIDCO LTD., and to other authorities.



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Resolution

And the PURCHASER/S has to pay the same as and when required/demanded by the BUILDER.

10A The Purchase price mentioned above is exclusive of the following charges i.e.

- 1) Water Connection charges, Electricity connection charges and drainage Connection charges.
- 2) Electric cable laying charges.
- 3) Development Charges / Infrastructure Development Charges.
- 4) Water Resource development charges.
- 5) MSEB meter deposit
- 6) Drainage, Water connection deposit and meter charges.

11. THE BUILDER shall endeavor to hand over possession of the Flat/Skop to the PURCHASER/S on or before 5/3/2009..... provided that the BUILDER shall be entitled to reasonable extension of time for giving delivery of said premises, if the completion of the building in which the said premises is to be situated is delayed on account of:

- I) Non - availability or steep rise in prices of steel, cement and other building material, water or electric supply.
- II) War, Civil Commotion, strike, labour dispute or act of God and/or any other natural calamity and other cause beyond the control of the BUILDER.
- III) Any notice, order, rule notification of the government and / or other public or Competent Authority.
- IV) Non payment of the amounts by the PURCHASER/S on due dates and as per Schedule of Payment.

12. If for reasons beyond the control of the BUILDER, as mentioned in clause 11 the BUILDER is unable to give possession by the said date, then it is agreed by and between the parties hereto that the said date shall be deemed to be automatically extended by the period during which the delay has taken place. A notice shall be given by the BUILDER to the PURCHASER/S to take possession on a specified date of possession and possession shall be delivered by the BUILDER provided all the amounts under this Agreement and otherwise at law are paid by the PURCHASER/S to the BUILDER and all necessary papers for possession as also various forms, applications, letters, papers, writings or documents required for the Formation of the Society or to be given to various authorities are duly filled in, signed, executed and delivered by the PURCHASER/S.

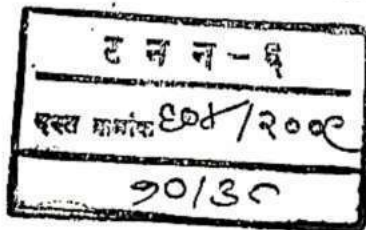
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Maharashtra State Electricity Board causing delay in sanctioning and supplying electricity or due to local authority concerned causing delay in giving/ supplying permanent water connection or such other service connections necessary for using/ occupying the Flat/Shop.

14. The Flat PURCHASER/S shall use the Flat or any part there in of or permit the same to be used only for the purpose of residence. The Shop PURCHASER/S shall use the said shop or any part therein or permit the same to be used only for the purpose of permitted business. The PURCHASER/S shall use the stilt or parking space if allotted by the BUILDER, only for purpose of keeping or parking the PURCHASER'S own vehicle. The PURCHASER/S agrees not to change use of the Flat/Shop or premises without prior consent in writing of the BUILDER. Any unauthorized change of use by the PURCHASER/S shall render this agreement void and the PURCHASER/S in that event shall not be entitled for any rights rising out of the agreement.
15. The PURCHASER/S hereby agrees to take the possession of the Flat/Shop on Part Occupancy or Full Occupancy Certificate from concerned authority. And shall not raise any ~~Objection~~ and / or claim on future construction work to be carried out on ~~the same plot~~ and shall be at inconvenience due to the same.
16. The BUILDER shall in respect of any amount unpaid by the PURCHASER/S under the terms and conditions of this Agreement have a first lien and charge on the said premises agreed to be acquired by the PURCHASER/S.
17. Upon delivery of possession, the PURCHASER/S shall be entitled to the use and take occupation of the said premises without hindrance ~~and~~ without any further claim at any time as to the workmanship or quality of material used on the said premise. The BUILDER shall hand-over to the PURCHASER/S the said premises that has been purchased by the PURCHASER/S after the BUILDER has obtained the completion or occupancy certificate or No. Objection Certificate from the Corporation.
18. If the PURCHASER/S takes the possession and does not pay outgoings, he/she losses all benefits of the agreement for sale of Flat/Shop signed by him/her with the BUILDER and in that case the building in which the defaulter's Flat/Shop is situated and the said building is having a common electric meter then the BUILDER shall disconnect the electric connection given to the defaulter's Flat/Shop since the



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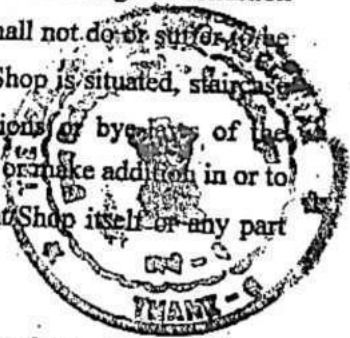
..... charges, sweeper salary-etc.

- 19. All costs, charges and expenses including Advocate's and Solicitor's fee for formation, registration of the said association/society including the share money and application fee, as the case may be shall be borne and paid by the member of the association/society as the case may be.
- 20. The PURCHASER/S shall take possession of the said Flat/Shop within a period of 10 days from the BUILDER giving written notice to the PURCHASER/S intimating that the said Flat/Shop is ready for use and occupation. He/She/They shall use the parking space if any allowed to him/her only for the purpose of parking their own vehicle.
- 21. All notice to be served on the Flat/Shop 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/courier or under certificate of posting at his address specified below:-

MR. Gyanesh Kumar Dubey
H. 601, Mystique Moods,
Viman Nagar,
Pune - 411014.

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- 22. The PURCHASER/S doth hereby covenant with the BUILDER as follows:
 - a) To maintain the said Flat/Shop at the PURCHASER'S own cost in good condition from the date of possession of the Flat/Shop is taken and shall not do or suffer to be done anything in or to the building in which the said Flat/Shop is situated, staircase or any passages which may be against the rules, regulations or bye-laws of the **Concerned Authority 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.
 - b) Not to store in the Flat/Shop any goods which are hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/Shop etc., is situated or storing of which goods is objected by the Concerned Authority or other authority and shall not carry or caused to be carrying heavy packages to upper floors which may damage or likely to damage the staircase, common passages, lift or any other structure of the building in which the Flat/Shop is situated. Any damages caused to the structure of the building



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~~BUYER~~ shall be liable for the consequences of the breach of this clause.

- c) To carry at his own cost all internal repairs to the said Flat/Shop in the same conditions state and order in which it was delivered by the BUILDER to the PURCHASER/S and shall not do or suffer to be done anything in or to the building in which the Flat/Shop is situated or the Flat/Shop which may be given and to observe the Rules and Regulations and bye-laws of Concerned Authority or Co-operative Society or any other Authority. And in the contravention to the above provision, the PURCHASER/S shall be responsible and liable for consequences thereof to Co-operative Society, to Concerned Authority and any other Public Authority.
- d) Not to demolish or cause to be demolished the Flat/Shop or any part thereof, at any time or make or cause to be made any addition or alteration or whatever nature in or to the Flat/Shop or any part thereof, or any alteration in the elevation and outside colour scheme of the building in which the Flat/Shop is situated and shall keep the portion, sewers, drains, pipes in the Flat/Shop and appurtenances thereof in good, tenable repair and conditions, and in particular so as to support shelter and protect the other part of the building in which the Flat/Shop is situated and shall not chisel or in any other way damage columns, beams, walls, slabs or R.C.C, pardis or other structural members in the Flat/Shop without the prior written permission of the BUILDER and/or the Society or Limited Company.
- e) Not to do or permit to be done any Act or things which may render void or voidable any insurance of the said land and the building in which the Flat/Shop is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.
- f) ~~NOT TO~~ ~~ALLOW~~ 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 building in which the Flat/Shop is situated.
- g) Pay to BUILDER within 7 days of demand by the BUILDER, his share of Security Deposit demand by Concerned Authority or Government or any other Authority for giving water, electricity, or any other services connection to the building in which the Flat/Shop is situated.
- h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by Concerned Authority and/or Government and/or other Public viz. user for the purpose other than residential purpose.



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the Society, apartment Owners Association or the Limited Company may adopt at its inception and the additions alteration/documents there of that may be made from time to time for protection and maintenance of the said building and the Flat/Shop therein and the observance and performance of the building rules, Regulations and bye-laws for the time being of Concerned Authority and of Government and other bodies. The PURCHASER/S shall observe and perform all the stipulations and conditions laid down by the Society/Apartment Owners Associations/Limited Co. regarding the occupation and use of the Flat/Shop in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the term of this Agreement.

j) The PURCHASER/S shall not let, transfer, assign or part with PURCHASER'S interest or benefit of this agreement or part with the possession of the Flat/Shop until all the dues payable by the PURCHASER/S to the BUILDER under this Agreement are fully paid up and only if the PURCHASER/S had not been guilty of breach of non-observance of any of the terms and conditions of this Agreement and until the PURCHASER/S has obtained the permission in writing of the BUILDER for such transfer.

k) Till a conveyance of building in which Flat/Shop is situated is executed, the PURCHASER/S shall permit the BUILDER and their Surveyors and Agents with or without workmen and other, at all reasonable times, to enter into and upon the said land and building or any part thereof to view and examine the state and conditions thereof.

23. The PURCHASER/S herewith agree and confirm not to start or do the following activities in the said Flat/Shop and will also not lease to any person/s for doing the non-permissible activities. Viz. any kind of beer bar, Flour Mill, Mutton Chicken Shop (butcher shop), wine shop, ladies Dancing Bar and Clubs in any circumstances. The PURCHASER/S will not sell/lease the said Flat/Shop to any person/s without prior permission of the BUILDER/Society and will ensure that the above said activities/business are not be carried in the said Flat/Shop.

24. Restaurant, Recreation clubs etc. will not be permitted in the Said Building without the written consent of the BUILDER.

25. THE PURCHASER/S along with the other PURCHASER/S of Flat/Shop in the building shall join in forming and registering a Society or Apartment Owner's Association to be known as "Vishal Pride" and also from time to time sign and

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...necessary for the formation of the Society or Apartment Owner's Association and for becoming a member including the bye-laws of the proposed Society and duly fill in, sign, so as to enable the BUILDER to register the Organisation of the PURCHASER/S under Section- 10 of the Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flat/Shop Rules, 1964. No objection shall be taken by the PURCHASER/S if any changes or modifications are made in the draft/bye-laws or the memorandum and/or articles of the Association as may be required by the Registrar of Co-Operative Societies or the Registrar of Companies as the case may be or by any other Competent Authority.

26. In the event of Co-operative Society being formed and registered before the sale or disposal by the BUILDER of all flats/shops/terraces spaces in the said Building, the power and authorities of the Co-operative Society so formed or so registered shall be subject to over all control of the BUILDER in respect of any of the matters concerning the said unsold Flat/Shop and all amenities pertaining to the same and in particular the BUILDER shall have absolute authority and control as regards the disposal of the unsold flats/shops/terraces/car parking spaces at any stage and to receive and appropriate the sale prices in respect thereof and all the PURCHASER/S of such unsold flats/shops/terraces/car parking spaces shall be admitted as members of the Co-operative Society with the same rights and same benefits and subject to and without any reservation and conditions whatsoever and the PURCHASER/S shall consent to admit such PURCHASER/S of unsold Flat/Shop/Car parking as a member of such Co-operative Society as aforesaid without raising any objections whatsoever and without charging any transfer fee and/or donation and/or maintenance charges from such PURCHASER/S of unsold Flat/Shop/Car parking. However the BUILDER shall pay the Property tax of the unsold Flat/shop which shall be under the control and management of the BUILDER alone.

27. All costs, charges including the stamp duty and registration charges payable in respect of this agreement shall be borne and paid by the PURCHASER/S and also the proportionate share of transfer charges payable to the CIDCO and also the proportionate share of stamp duty and registration of lease deed in favour of co-operative Housing Society, to be executed by the Corporation shall be borne and paid by the PURCHASER/S and the BUILDER shall in no way either be liable or responsible for the same.

28. THE PURCHASER/S shall be liable to bear and pay the proportionate share of the outgoings in respect of the said Flat/Shop and building namely local taxes, N.A. taxes, betterment charges or such other levies by the Concerned Local Authorities/or

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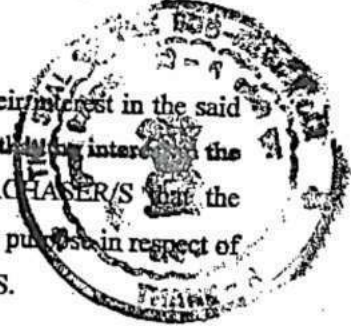
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... 3375/- per month to the BUILDER THE PURCHASER/S further agree that till the PURCHASER/S share is so determined, the PURCHASER/S shall pay to the BUILDER provisional monthly contribution in advance towards the outgoings. The amount so paid by the PURCHASER/S to BUILDER shall not carry any interest and remain with the BUILDER until an assignment of lease is executed in favour of the Society/Apartment Owner's Association as aforesaid. On such assignment of lease being executed, the aforesaid deposit shall be accounted for and the balance be paid over by the BUILDER to the Society.

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29. After the Company / Society / Association as the case may be is formed, the PURCHASER/S shall pay his contribution / outgoings directly to the said Company / Society / Association.
30. The PURCHASER/S undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on or before the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. In addition to above purchaser shall also pay interest free deposit towards outgoing of Rs.15,000/- in advance which would be adjusted towards deficit in outgoing contribution account or deficit, in additional Society charges Account and after adjusting for the deficit the balance amount would be refunded to the purchaser after the conveyance.
31. THE PURCHASER/S shall at no time demand partition of their interest in the said building. It is being hereby agreed and declared by the parties that the interest in the said building is impart able and it is agreed by the PURCHASER/S that the BUILDER shall not be liable to execute any document for that purpose in respect of the said Flat/Shop/Car parking in favour of the PURCHASER/S.
32. It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flat and such terrace space are intended for the exclusive use of the respective terrace flats PURCHASER/S. The said terrace/open area in front of the Flat/Shop shall not be enclosed by the Flat/Shop PURCHASER/S till the permission in writing is obtained from the BUILDER as well as from the concerned local authority. The PURCHASER/S of terrace flat hereby undertakes that he shall use the said terrace in such way that the flat



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33. It is hereby agreed that the terrace (i.e. Terrace above the Top floor) and stilts on the said buildings shall always belong to the BUILDER and they shall be entitled to deal with and dispose off the same in the manner they deem fit. In the event of the BUILDER obtaining permission from CIDCO and/or concerned authority for constructing any premises on the terrace and stilts, then the BUILDER shall be entitled to dispose off such premises constructed by them on the terrace or stilts on such terms as the BUILDER may deem fit and PURCHASER/S shall not object for the same. The terrace (i.e. Terrace above the Top floor) of the building, the parapet wall shall always remain the property of the BUILDER and the BUILDER shall also be entitled to display advertisement on the walls or the water tanks standing on the terrace or install any type of equipment and the BUILDER shall exclusively be entitled to the income that may be derived by display of the said advertisements. The PURCHASER/S hereby undertakes that he will not raise any objection for the same.

34. THIS Agreement shall always be subject to the terms and condition of the said Agreement to lease executed in favour of SHRI. RAMU SUKIR KOLI & OTHERS and Tripartite Agreement dated 14.02.2006 executed between 1) CIDCO LTD., 2) SHRI. RAMU SUKIR KOLI & OTHERS & 3) M/S. A & A ASSOCIATES, and Tripartite Agreement dated 05.06.2006 executed between 1) CIDCO LTD., 2) M/S. A & A ASSOCIATES, & 3) M/S. VISHAL ASSOCIATES as mentioned above and the rules & Regulations, if any, made by 'THE CORPORATION', and or the Government of Maharashtra, NMMC and/or other Authority governing the said transaction.

35. AND this Agreement shall be subject to the provisions contained in the Maharashtra Ownership Flat (regulation of the promotion of construction, sale management and transfer) Act 1963 and the Maharashtra Ownership Flats (regulation of the promotion of construction sale management and transfer) Rules 1964 or any amendment for the time being in force.

36. THE BUILDER shall at all the times hereinafter at the request and cost of the PURCHASER/S execute any document or documents as the PURCHASER/S may require for perfectly securing unto upon the said Flat/Shop.

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Kalita

be sale liable to tax under sale Tax laws. If however, by reason of any amendment to the constitution or enactment or amendments of any other laws, central or state, this transaction is held to be liable for tax as a sale or otherwise either as a whole or in part, in connection with this transaction or liable to tax the same shall be payable by the PURCHASER/S along with other PURCHASER/S of the building. If any of the tax or increase in Development tax is levied by the Government, CIDCO or any other authority, authorities on the sale of the Said Flats/Shops etc. and/or at the incidents of this transactions, the PURCHASER/S shall be liable to pay the same to the BUILDER as and when it is levied by the Government, CIDCO etc.

38. The BUILDER shall have the right to make addition and / or alterations and raise or put up additional structures as may be permitted by the CIDCO Ltd., / NMMC. It is expressly agreed that the BUILDER alone shall be entitled to any F.S.I. which may become available in respect of the said property and / or T.D.R. of any other property available in any manner whatsoever at any time hereafter by virtue of any change in the law or by virtue of any amendment in the law applicable or any notification or order passed by the Government of Maharashtra or the union of India or the Corporation or any other public or private body or authority, as the case may be, and the PURCHASER/S further confirm/s that the BUILDER shall be entitled to utilize the said F.S.I. by constructing additional Building or Buildings of floor/s or tenements or structures on the said plot and said Property as the BUILDER may desire without any interruption dispute or objection by the PURCHASER/S or any other Co-operative Society, or any other body or organization or prospective PURCHASER/S of the premises in the said building of Complex in any manner whatsoever.

39. WHEREAS the name of the building to be constructed for the members of the Co-operative Housing Society shall be "Vishal Pride" and shall not be changed without the written permission of the BUILDER.



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SCHEDULE OF THE ABOVE REFERRED PROPERTY

Flat/Shop No. 902 on the Ninth Floor, admeasuring about 783 Sq. ft. Carpet Area + Sq.ft. carpet terrace area in the building known as "Vishal Pride". on Plot No. 59, Sector - 50, in Nerul, Navi Mumbai, Tal. & Dist. Thane and the said plot bounded as follow :-

On or towards the North by : 11.00 mtr. Wide Road

On or towards the South by : Plot No. 56

On or towards the East by : Plot No. 58

On or towards the West by : 30.00 mtr. Wide Road



IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands this day and year first hereinabove mentioned.

SIGNED, SEALED AND DELIVERED

by the withinnamed 'THE BUILDER'

M/S. VISHAL ASSOCIATES

through its partner

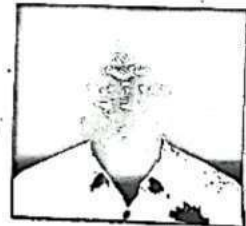
MR. Rajju Gangji Dethia



For VISHAL ASSOCIATES

Rajju

Partner



In the presence of

H. M. Dimore

SIGNED, SEALED AND DELIVERED

by the withinnamed 'THE PURCHASER/S'

Mr. Gyanesh Kumar Dubey

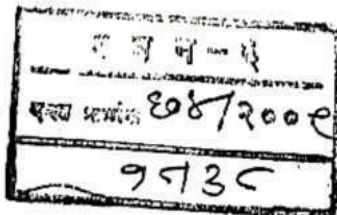


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In the presence of

H. M. Dimore



RECEIPT

RECEIVED the sum of Rs. 13,20,000 = /- (RUPEES Thirteen lakh
twenty thousand * ONLY)
from MR. Gyamesh Kumar Dubey
being the PART and ADVANCE payment in respect of Flat/Shop No. 902 on
the Ninth Floor, in the building known as 'Vishal Pride', on Plot No. 59, Sector
- 50, situated at Nerul, Navi Mumbai, Tal. & Dist. Thane, as agreed under these
presents.

WE SAY RECEIVED

For VISHAL



Partner

M/S. VISHAL ASSOCIATES through its partner

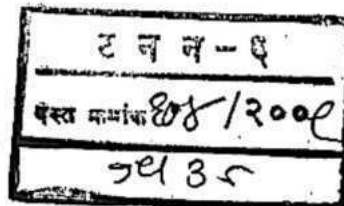
MR. Rajiv Gangji Dedhia

(BUILDER)

This receipt is subject to realization of Cheque and on issuing this receipt all previous
provisional receipt shall stand cancelled.

WITNESSES:

1/2 m. Sime
[Signature]



LIST OF AMENITIES AND SPECIFICATIONS

1. Earth quake resistant RCC frame structure.
2. Vitrified flooring in all rooms.
3. Ceramic tiles flooring in bathrooms & toilets.
4. Designer glazed tiles in bathrooms & toilets.
5. Granite top Kitchen platform.
6. Concealed plumbing with C.P. fittings.
7. Concealed Electric with copper wiring.
8. Powder coated aluminum sliding window.
9. Designers main door, good quality flush doors in bedrooms.
10. Marble doorframe and windowsill.
11. Lift of Standard make.
12. OBD paint on all inside wall.
13. External finish in good quality cement paint.



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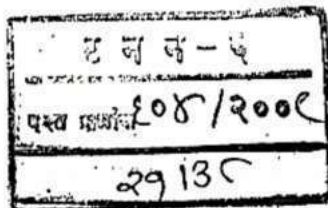
June 15, 2006

TITLE CERTIFICATE

I have investigated the title of Plot No.59, admeasuring about 799.94 Sq.Mtrs. Area, under 12.5% Gaothan Expansion Scheme, in Sector -50, Nerul, Navi Mumbai, Tal. Thane & Dist. Thane.

It is seen from the records that the City and Industrial Development Corporation of Maharashtra Ltd., a Government company within the meaning of the Companies Act, 1956 hereinafter referred to as 'THE CORPORATION,' has leased a plot of land under Gaothan Expansion Scheme bearing Plot No.59, admeasuring about 799.94 Sq.Mtrs. Area, under 12.5% Gaothan Expansion Scheme, in Sector -50, Nerul, Navi Mumbai, Tal. Thane & Dist. Thane. (hereinafter referred to as THE SAID PLOT) to 1) SHRI. RAMU SUKIR KOLI, 2) SHRI. LAXMAN SUKIR KOLI, 3) SHRI. LALCHAND SUKIR KOLI, 4) SHRI. SURESH SUKIR KOLI, 5) SHRI. MANOHAR SUKIR KOLI, 6) MANJA SUKIR KOLI, 7) SMT. HEMABAI SHIMGYA KOLI, the Original Licensees (therein referred to as THE LESSEES) vide Agreement to lease dated 09.07.2004 duly registered with the Sub Registrar of Thane-6 on 12/07/2004 under Serial No.05111/2004 for a period of 60 years computed from the date of Agreement to Lease, for the purpose of residential-cum-commercial use, upon payment of premium and has handed over the physical possession of the said plot to the LESSEES.

AND WHEREAS SHRI RAMU SUKIR KOLI & 6 OTHERS have since assigned all their rights, interest in Plot No. 59, to M/S. A & A ASSOCIATES. And Vide Tripartite Agreement dated 14.02.2006 duly registered with the Sub-Registrar of Thane-6 on 14.02.2006 Under Sr. No.847/2006, executed between 1) CIDCO LTD.; 2) SHRI RAMU SUKIR KOLI & 6 OTHERS the Original Licensees & 3) M/S. A & A ASSOCIATES, CIDCO LTD. have transferred the said Plot in the name of M/S. A & A ASSOCIATES.



..... ASSOCIATES, have sold and assigned all their rights, interest, in Plot No.59, admeasuring about 799.94 Sq.mtrs. Area, Sector-50, Nerul, Navi Mumbai, Dist. Thane, to M/S. VISHAL ASSOCIATES, Vide a Tripartite Agreement dated 05.06.2006, duly registered with Sub-Registrar of Assurance of Thane -11, on 05.06.2006, under Serial No.3098/2006 executed between 1) CIDCO Ltd., 2) M/S. A & A ASSOCIATES, & M/S. VISHAL ASSOCIATES and CIDCO Ltd., have transferred the said Plot in the name of M/S. VISHAL ASSOCIATES (hereinafter referred to as the "BUILDER").

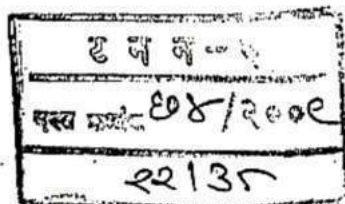
Whereas 'THE CORPORATION', has granted permission by its letter No.NMMC/TPD/BP/CASE NO.A5289/1706/2006, dated 25.05.2006 to commence the construction work of residential cum commercial building on the said plot on the terms and conditions mentioned therein and the BUILDER has commenced the construction work of the Residential-cum-Commercial Building on the said Plot No.59, Sector-50, in Village Nerul, Navi Mumbai, Tal. & Dist. Thane.

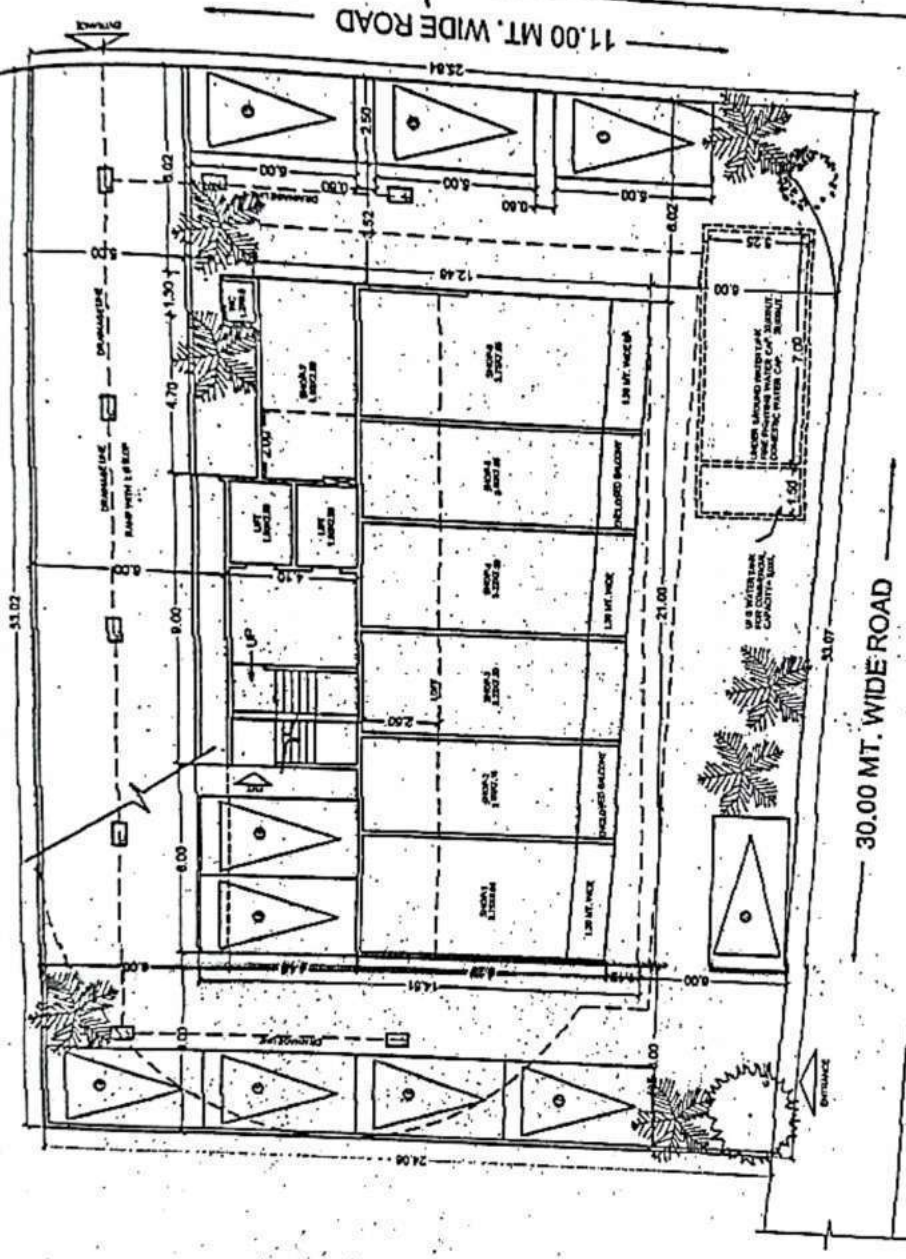
On the basis of the documents submitted, I do hereby certify that the title of Plot No.59, admeasuring about 799.94 Sq.Mtrs. Area, under 12.5% Gaothan Expansion Scheme, in Sector -50, Nerul, Navi Mumbai, Tal. Thane & Dist. Thane, is clear and marketable and is free from all encumbrances of whatsoever nature.

SCHEDULE OF PROPERTY

All that piece or parcel of land known as Plot No.59, admeasuring about 799.94 Sq.Mtrs. Area, under 12.5% Gaothan Expansion Scheme, in Sector -50, Nerul, Navi Mumbai, Tal. Thane & Dist. Thane. or thereabouts and bounded as follows:-

On or towards the North by : 11.00 mtr. wide Road
On or towards the South by : Plot No. 56
On or towards the East by : Plot.No. 58
On or towards the West by : 30.00 mtr. wide Road





disha
 architects-engineers-interior designers
 han jayal, shop no.2 plot no.72, sector 18, nerul, new mumbai
 tel. 2727482 (o) 9322209421 (m) e-mail: disha_jayal@yahoo.com

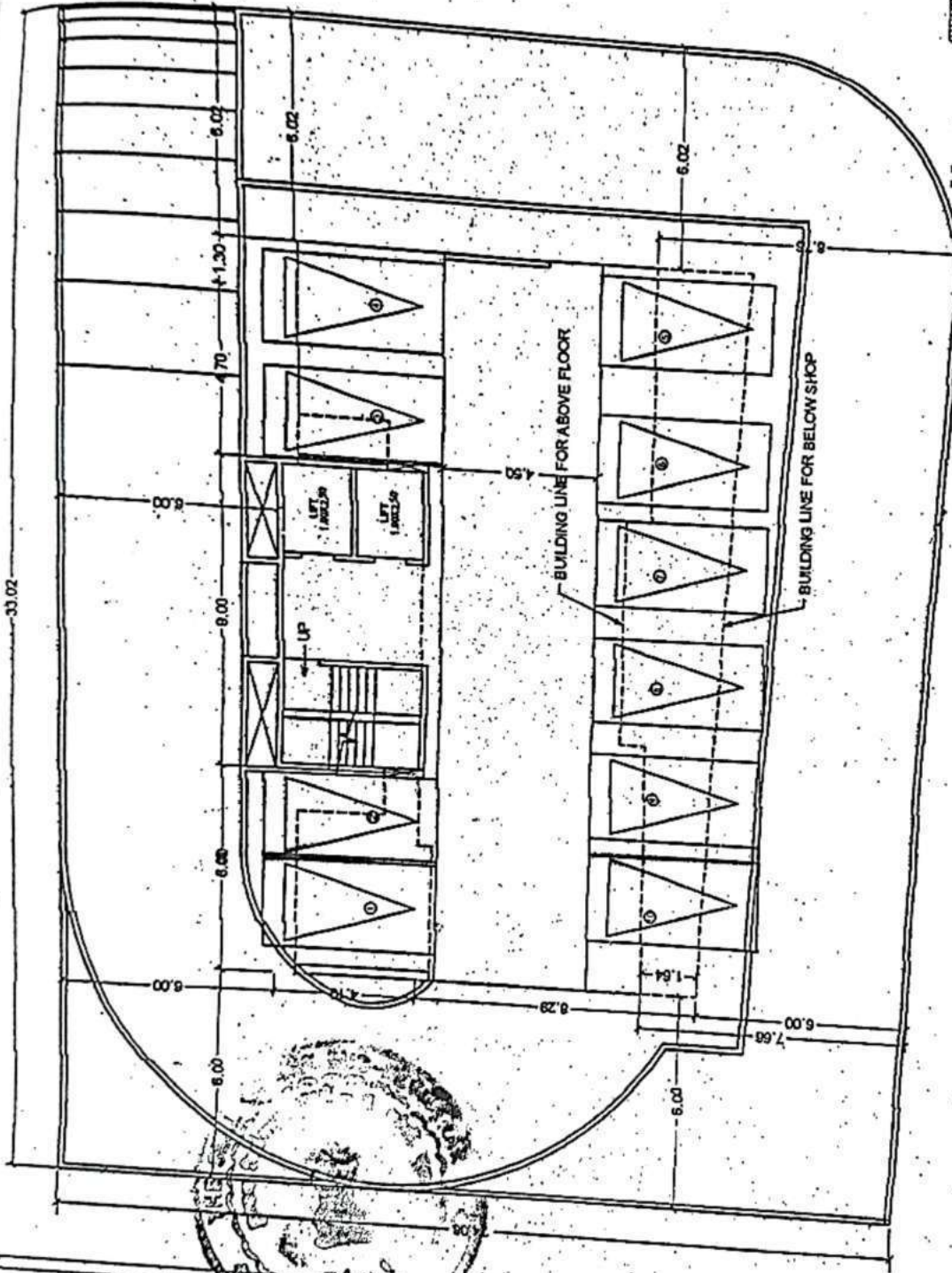
GROUND FLOOR PLAN

VISHAL ASSOCIATES

PLOT NO. 59, SECTOR-50, NERUL, NAVI MUMBAI



ट न न-६
 वस्त क्रमांक ६०४/२०००
 २३१३८

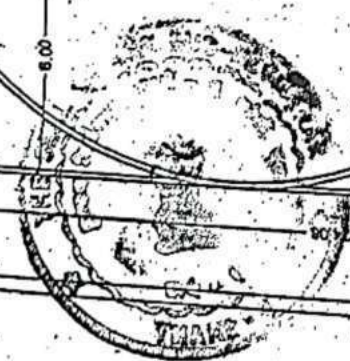


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architects-engineers-interior designers

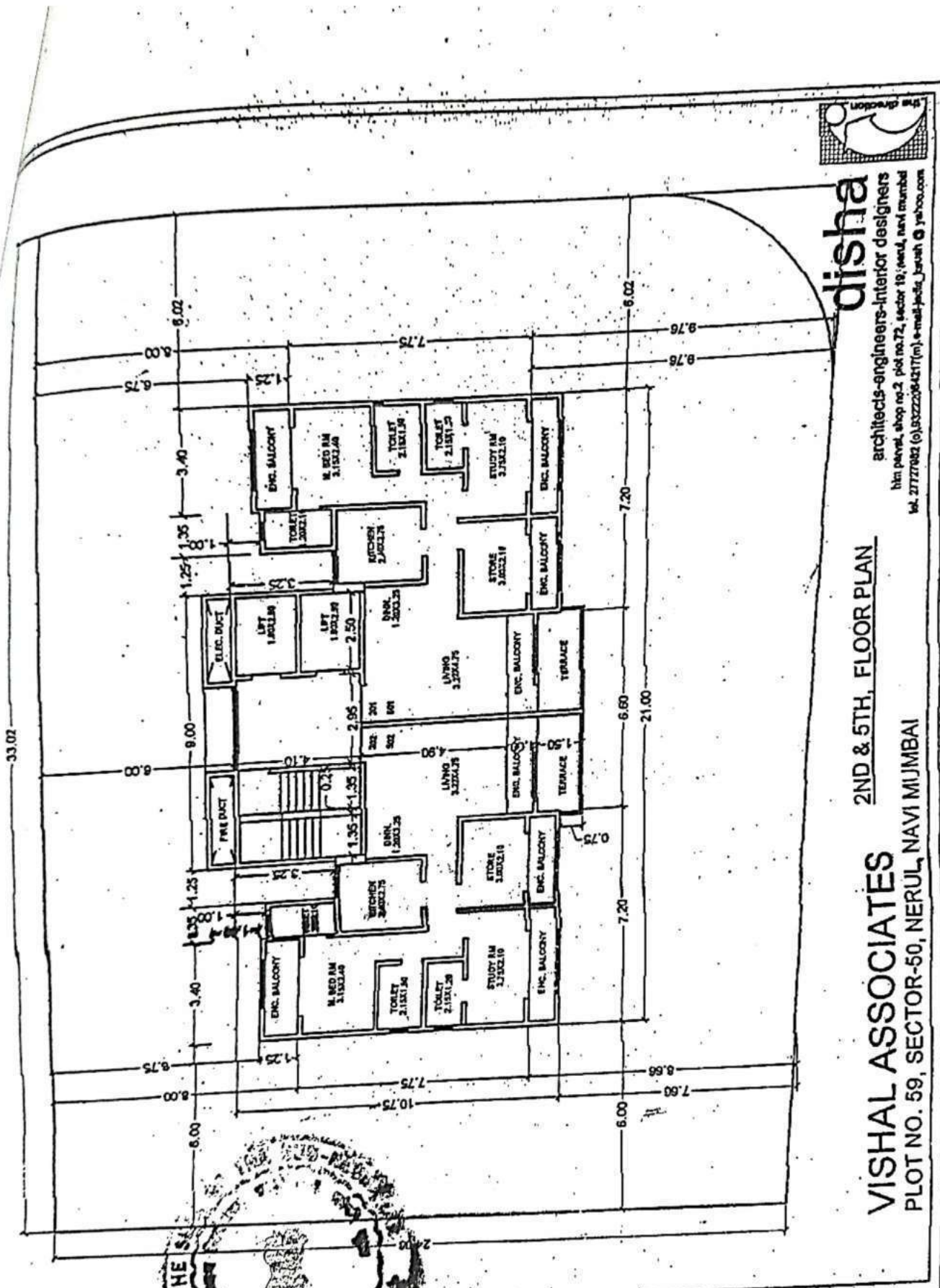
Am parvat, shop no.2, plot no.72, sector 19, nerul, near mumbai
tel. 27727982 (o), 9322200217 (m) e-mail: disha_bauah@yahoo.com

FIRST FLOOR PLAN

VISHAL ASSOCIATES
PLOT NO. 59, SECTOR-50, NERUL, NAVI MUMBAI



उ न न - ६
प्लान नं. ६०४/२०००
२४.३०

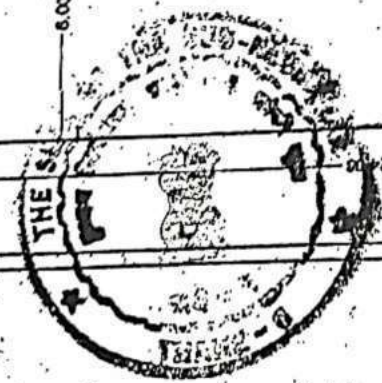


disha
architects-engineers-interior designers

hiti parvat, shop no 2, plot no.72, sector 19, ward, navi mumbai
tel. 27777822 (o), 9322204217 (m) e-mail: disha_jaruch@yahoo.com

2ND & 5TH, FLOOR PLAN

VISHAL ASSOCIATES
PLOT NO. 59, SECTOR-50, NERUL, NAVI MUMBAI

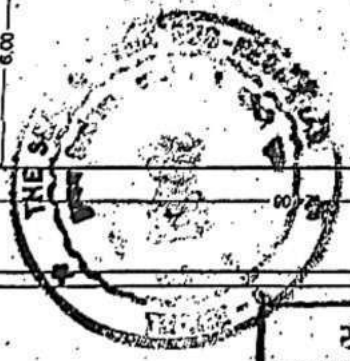
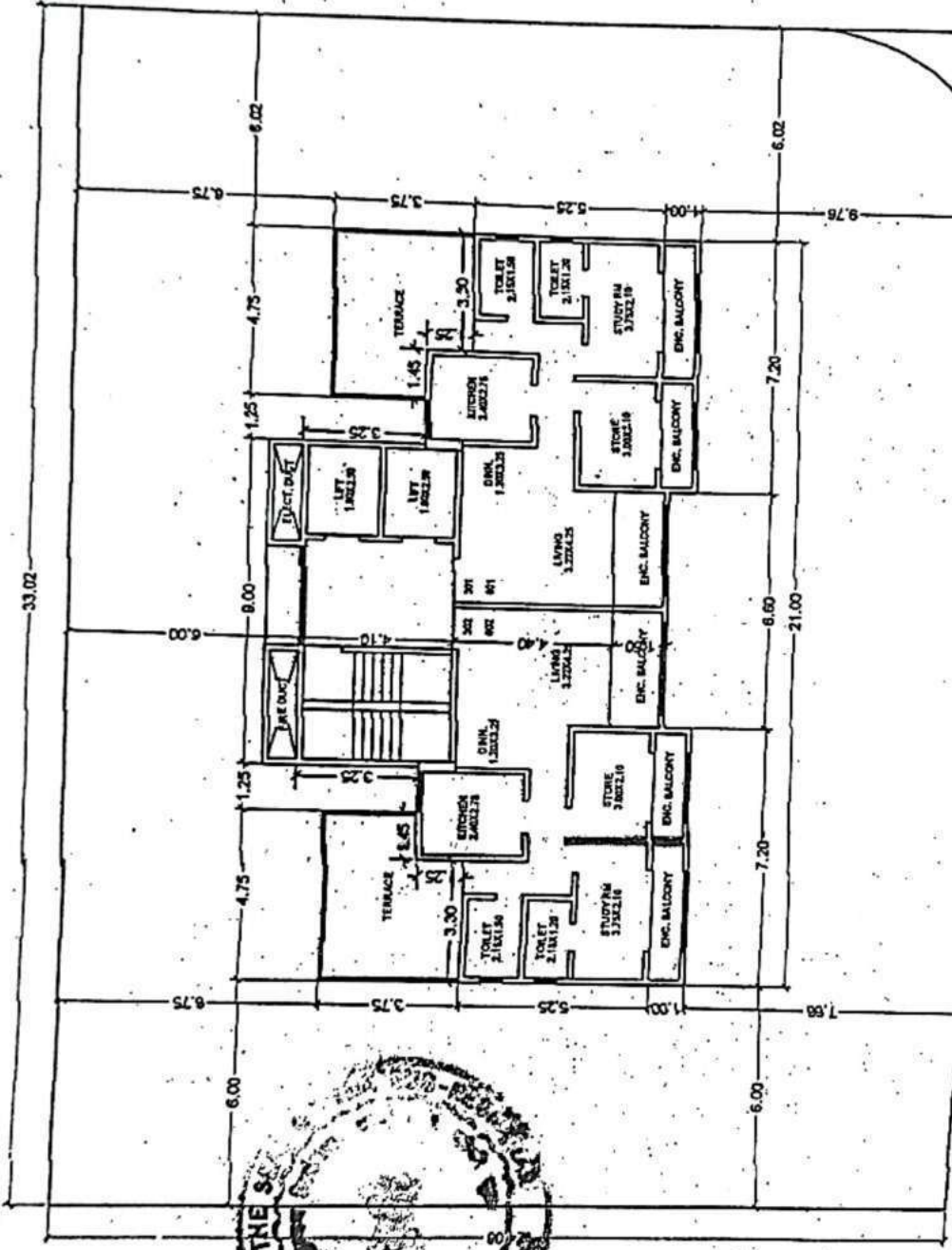


उपलब्ध - ६
प्लान क्रमांक ६०४/२००८
२५१३८

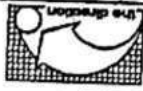


disha
 architects-engineers-interior designers
 Nan paravi, shop no.2, plot no.72, sector 19, nerul, new mumbai
 tel: 2727882 (c), 93222004217(m) e-mail: disha_arch @ yahoo.co.in

VISHAL ASSOCIATES 3RD, 6TH, FLOOR PLAN
 PLOT NO. 59, SECTOR-50, NERUL, NAVI MUMBAI



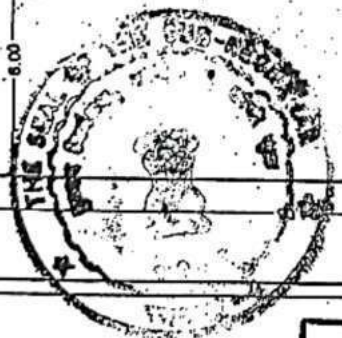
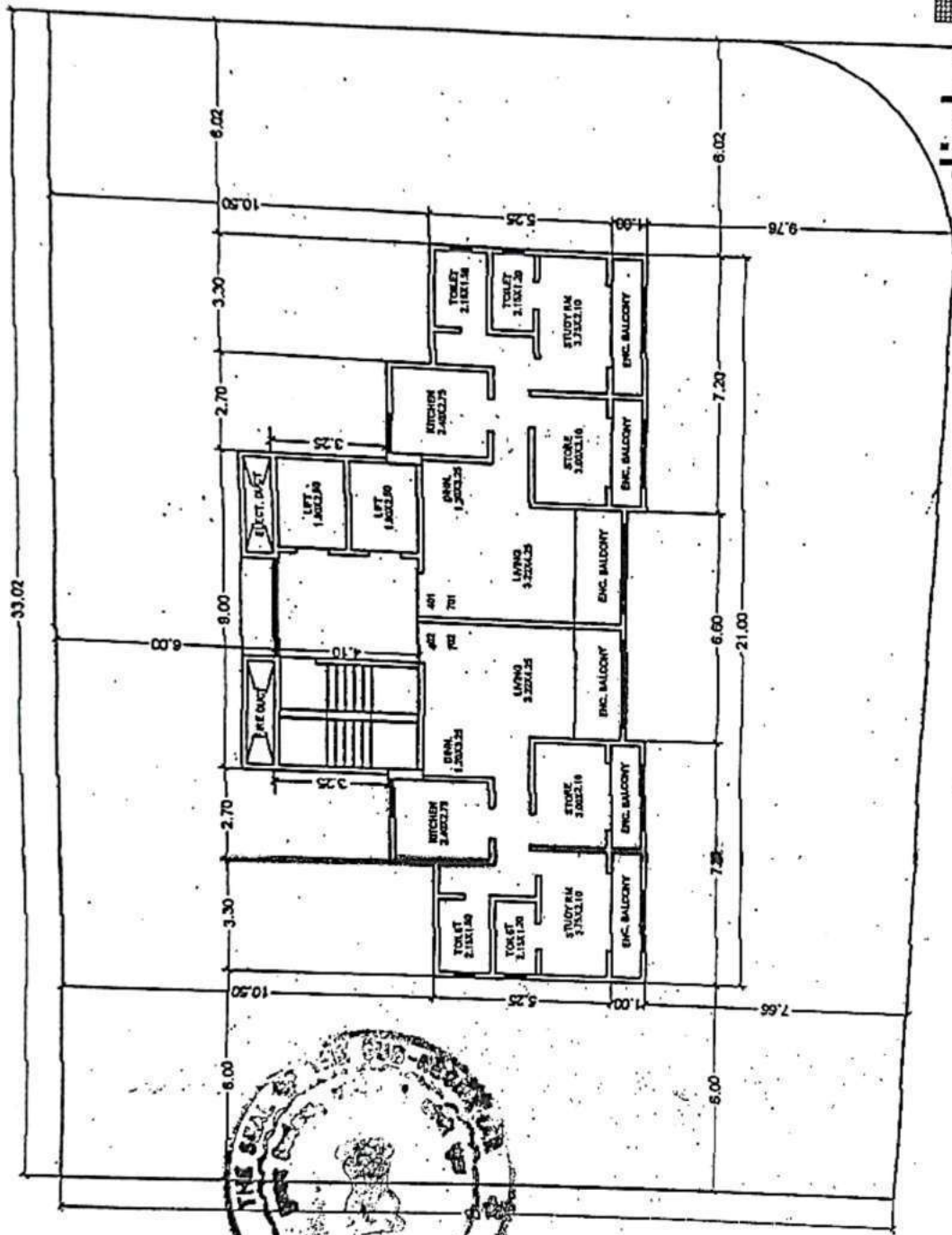
स न व - ६
 प्लॉट नं. ५९ / २००६
 २६/३८



disha
architects-interior designers

Nth pervel, shop no.2 plot no.72, sector 19, navi, near number
tel. 27727952 (e), 93222004217(m) e-mail: disha_bauwh @ yahoo.com

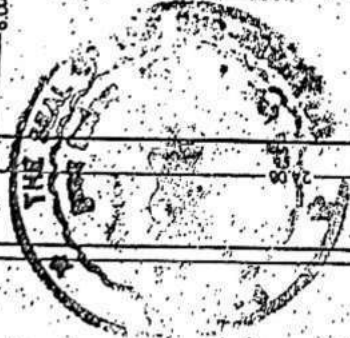
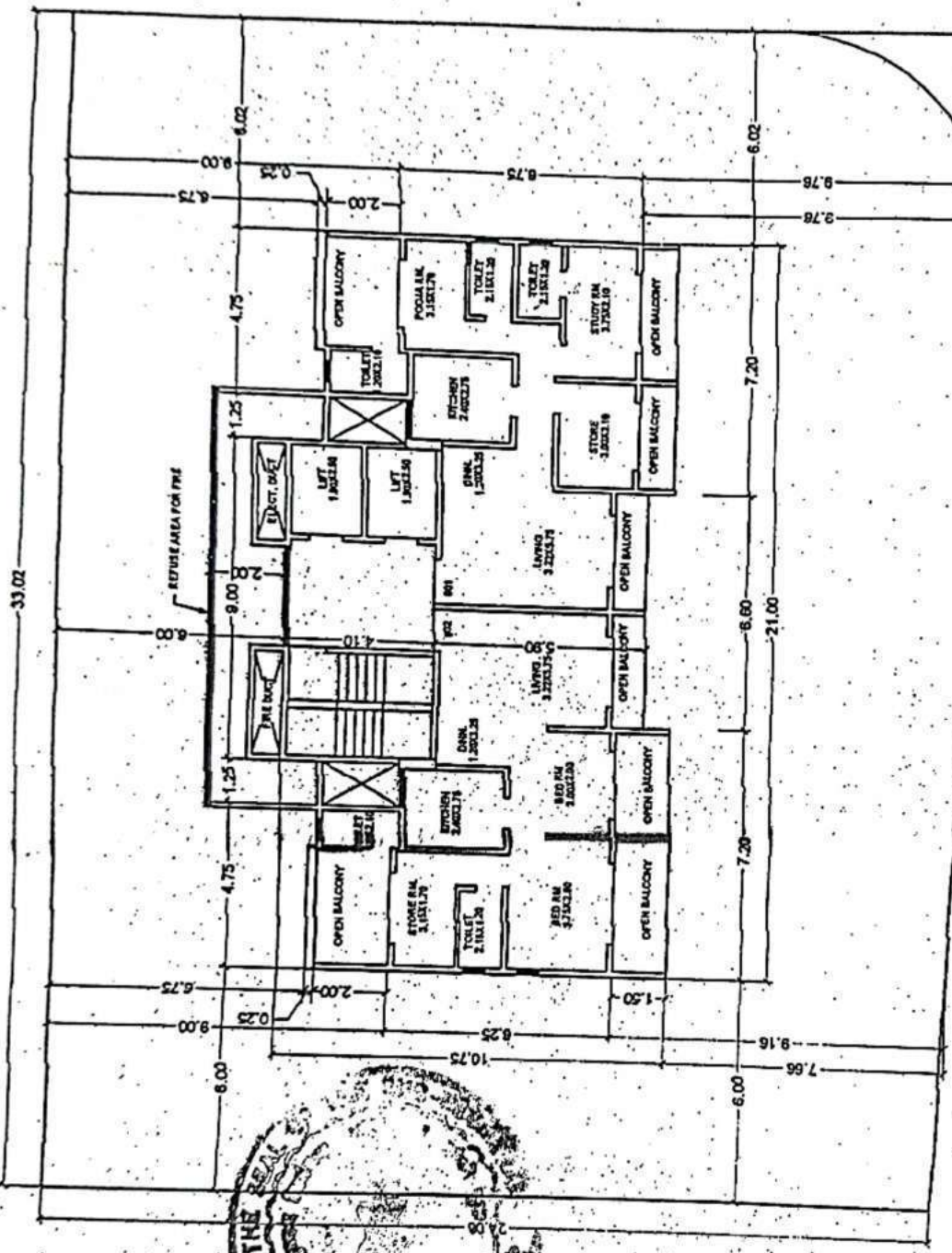
VISHAL ASSOCIATES
4TH, 7TH FLOOR PLAN
PLOT NO. 59, SECTOR-50, NERUL, NAVI MUMBAI



एन जे - ६
दस्ता क्रमांक ६०८ / २००६
२० / ३५

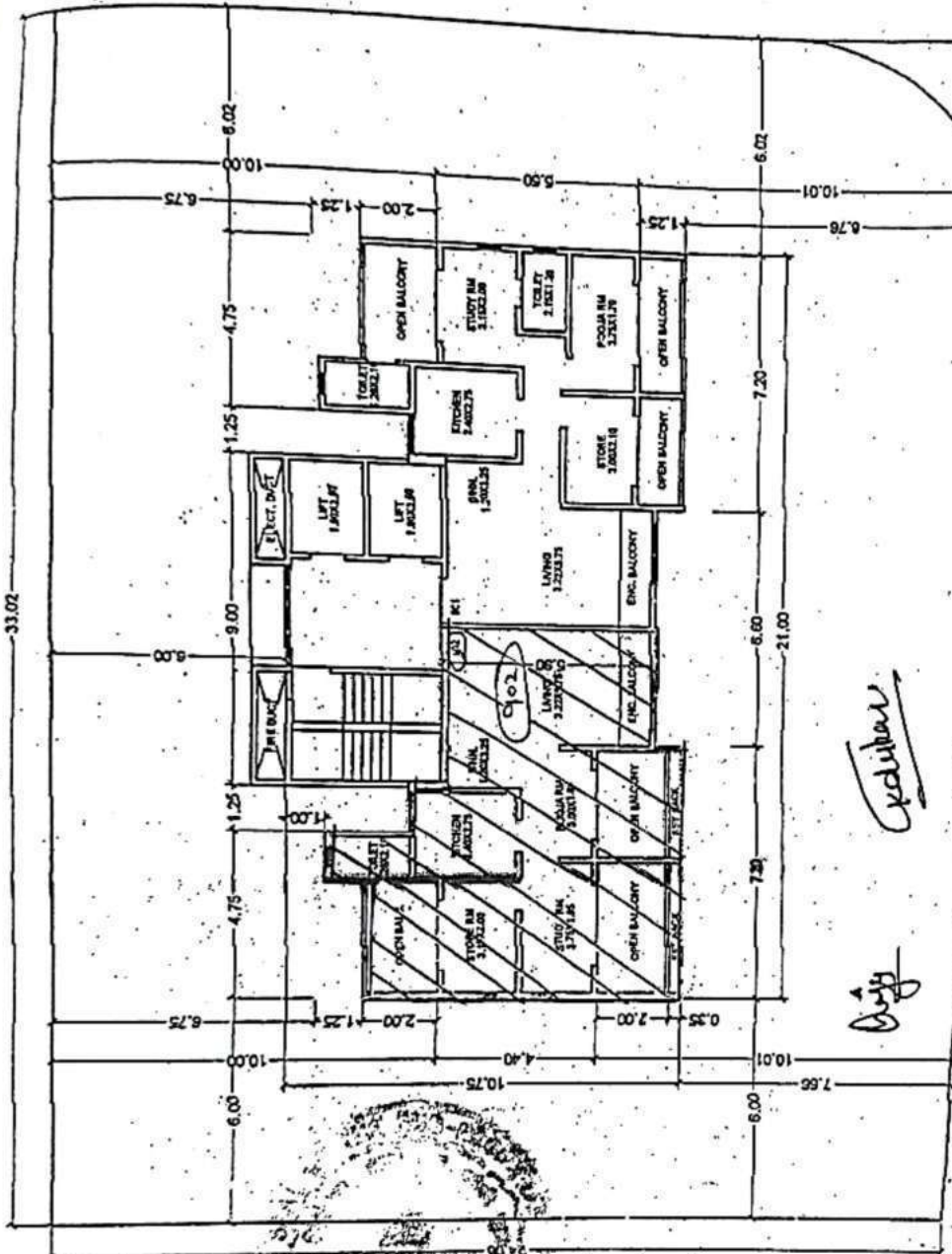


disha
Architects-interior designers
him pavez, shop no.2 plot no.72, sector 19, nerul, navi mumbai
tel. 2772982 (o) 8322084317(m)-mail-jack_disha@yahoo.com



डन न-६
वस्य क्रमांक ६०४/२००८
२५३८

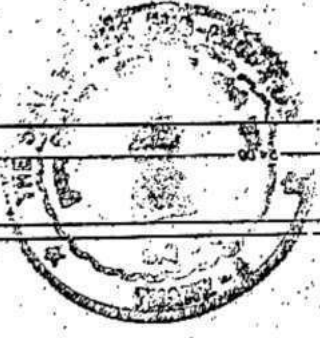
VISHAL ASSOCIATES
PLOT NO. 59, SECTOR-50, NERUL, NAVI MUMBAI



disha
architects-interior designers
11th parvat, shop no.2 plot no.77, sector 19, nerul, navi mumbai
tel: 27727882 (o) 8222208415 (m) e-mail: disha_arch @ yahoo.com

VISHAL ASSOCIATES 9TH FLOOR PLAN
PLOT NO. 59, SECTOR-50, NERUL, NAVI MUMBAI

Vijay
Krishnan



रज न-९
नस्य कासांक २००७/२००९
२९१३८



महानगरपालिका

Municipal Corporation

पहिला माळ, बेलापूर भवन, सी.बी.डी.,
नवी मुंबई - ४०० ६१४.
दूरध्वनी क्र. : २७५७ ७० ७०
२७५७ ५७ ००
फॅक्स : २७५७ ३७ ८५

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

जा.क्र./नगुमपा/नरवि/वा.प./प्र. क्र. ए - ५२८९/१७००६/ए
दिनांक :- २५/१०/२००६

महोदय,
भुखंड क्र. ५९, सेक्टर ५०, गा.वि.यो., नेरुळ,
नवी मुंबई.

नस्ती क्र. - नगुमपा/वि. प्र. क्र. ३९१/२००६ प्र. क्र. ए - ५२८९
विषय :- भुखंड क्र. ५९, सेक्टर ५०, गा.वि.यो., नेरुळ, नवी मुंबई या
जागेत रहिवास व वाणिज्य कारणासाठी बांधकाम परवानगी देणेबाबत.
संदर्भ :- आपले वास्तुविशारद यांचा दि. २२/०३/२००६ रोजीचा अर्ज.

महोदय,
भुखंड क्र. ५९, सेक्टर ५०, गा.वि.यो., नेरुळ, नवी मुंबई या जागेत रहिवास व वाणिज्य कारणासाठी बांधकाम परवानगी देणेबाबतचा प्रस्ताव महानगरपालिकेस बरील संदर्भापित पत्रान्वये प्राप्त झालेला आहे. संदर्भापित जागेत रहिवास व वाणिज्य उपयोगासाठी बांधकाम परवानगी मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ च्या कलम २५३ व २५४ तसेच महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ च्या कलम ४५(१)(३) मधील तरतुदीनुसार मंजूर करण्यात येत आहे. बांधकाम प्रारंभ प्रमाणपत्र सोबत नियोजित बांधकामासाठी जोडित आहे. तसेच खाली नमुद केलेल्या बाबींची नोंद घ्यावी.
पाणी पुरवठा व मलनिःसारण सुविधा आवश्यक शुल्क भरणा केल्यानंतर उपलब्ध करून देण्यात येतील.

रस्त्यावर व गटारीत बांधकाम साहित्य पडणार नाही याची दक्षता घेण्यात यावी. अशाप्रकारे बांधकाम साहित्य रस्त्यावर आढळून आल्यास, आपणास रितसर दंड भरावा लागेल. तसेच बांधकाम परवानगी रद्द करण्याबाबतची कार्यवाही सुरू करण्यात येईल याबाबतची नोंद घ्यावी.

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

भुखंड सखल भागामध्ये असल्यास जमिनीची पातळी (Ground Level) भरणी करून उंच करावी. जमिनीची पातळी ही रस्ता आणि Sewer Line यांच्या पेक्षा उंचावर असली पाहिजे. सांडपाणी, पावसाळ्याचे पाणी आणि मल यांचा निचरा योग्यपणे होऊन भुखंडामध्ये पाणी साचणार नाही. अशी भुखंडाची पातळी तयार करावी.

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

इमारतीचे बांधकाम करणारे मजुरांचे निवासकरिता (Labour Shed) भुखंडाचे हद्दीत आरोग्याच्या दृष्टीकोनातून त्यांचे तात्पुरते टॉयलेटसह सोय करणे आवश्यक आहे. त्यासाठी भुखंडाचे एका वाजूचे सामासिक अंतरात ३.०० मी. रुंदीचे तात्पुरती शेट्स टॉयलेट करण्यास परवानगी देणेत येत आहे. याबाबत पुरेशी व्यवस्था न केल्यास जोता लेकलचे पुढील काम करणेस परवानगी देता येणार नाही. तसेच भोगवटा प्रमाणपत्रासाठी अर्ज करणेपूर्वी सदर शेट स्वच्छरचने फाडून टाकणेत यावी.

कृ.मा.प.



"जन्म असा वा मरण आवश्यक नोंदणीकरण"

ट न न - ६
दस्ता क्रमांक ६०४/२००६
३०/३८

बांधकाम सुरु करताना कामाचे नाव, बांधकाम परवानगीची तारीख, वास्तुविशादाचे नाव, जमिन मालकाचे नाव व
ठेकेदाराचे नाव, बांधकाम क्षेत्र इ. बाबी दर्शविणारा फलक लावण्यात यावा. महानगरपालिकेस माहितीसाठी ठेकेदाराचे नाव व
सुट्टी क्रमांक इ. घाबतच्या तपशिल काम सुरु केल्यानंतर या कार्यालयास पाठविण्यात यावा हि धिन्ती.

प्रत माहितीसाठी:-

- १) दिशा, वास्तुविशारद
हिम पर्यत, शॉ.नं.२, सेक्टर १९, नेरुळ.
- २) उप-आयुक्त-उपकर, नमुंमपा, कोपर खैरणे
- ३) उप कर निर्धारक व संकलक, नमुंमपा.
- ४) उप आयुक्त, परिमंडळ १, नमुंमपा.
- ५) मुख्य वास्तुशास्त्रज्ञ व नियोजनकार, सिडको लि.
- ६) विभाग अधिकारी, नमुंमपा. बेलापूर

आपला
[Signature]
नगररचनाकार
नवी मुंबई महानगरपालिका



ट न न - ६
वस्त क्रमांक ६०४/२००९
३९७३८

NO: NMMC/TPD/BP/CASE NO. A 5289/1706/06

DATE:- 25/05/2006

Permission is hereby granted under Section 45(1) (iii) of the Maharashtra Regional & Town Planning Act, 1966 and Section 253 & 254 of the Bombay Provincial Municipal Corporation Act, 1949 M/s. A & A Associates on Plot No. 59, Sector 50, G.E.S., Nerul, Navi Mumbai. As per the approved plans and subject to the following conditions for the development work of the proposed Building.

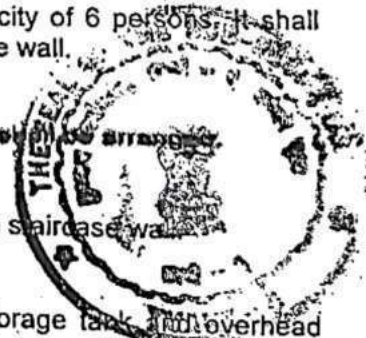
Total Built Up Area = Resi. - 1007.73M² + Comm. - 178.71M² = 1186.44M² - F.S.I. = 1.50
(No of Units - Residential - 16 Nos., Commercial - 07 Nos.)

- 1) The Certificate is liable to be revoked by the Corporation if :
 - a) The development work in respect of which permission is granted under this Certificate is not carried out or the use there of is not in accordance with the sanctioned plans.
 - b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Corporation is contravened.
 - c) The Municipal Commissioner is satisfied that the same is obtained by the Applicant through fraud & misrepresentation and the Applicant and /or any person deriving title through or under him, in such and event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional & Town Planning Act, 1966.
- 2) THE APPLICANT SHALL :
 - a) Give a notice to the Corporation on completion upto plinth level and 7 days before the commencement of the further work.
 - b) Give written notice to the Municipal Corporation regarding completion of work.
 - c) Obtain an Occupancy Certificate from the Municipal Corporation.
- 3) Allow the Officers of the Municipal Corporation to enter the building or premises for which the permission has been granted at any time for the purpose of enforcing the Building control Regulations and conditions of this Certificate.

The structural design, building materials, plumbing services, fire protection, electrical installation etc. shall be in accordance with the provision (except for provision in respect of floor area ratio) as prescribed in the National Building Code amended from time to time by the Indian Standard institutions.
- 4) The Certificate shall remain valid for a period of one year from the date of issue and can be further revalidated as required under provision of Section M. R. & T. P. Act, 1966. This commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not be an subsequent applicant for fresh permission under Section 44 of the Maharashtra Regional & Town Planning Act, 1966.
- 5) The condition of this Certificate shall be binding not only on the Applicant but also its successors and every person deriving title through or under them.

र न न - ६
रस कर्मा २०६/२००६
३२१३८

- 6) A certified copy of the approved plans shall be exhibited on site and the Name Board showing name of Owner, Architect, Bullder & Structural Engineer, Ward No., Sector No., Plot No., Survey No.; Area of Plot., No. of flats, Built-up Area, Commencement Certificate No. & Date shall be installed on site.
- 7) The plot boundaries shall be physically demarcated immediately and the intimation be given to this section before completion of plinth work.
- 8) The amount of S.D. Rs. 2000/- S.D. Rs. 15999/- for Mosquito Prevention, S.D. Rs 15999/- for debris & S.D. Rs. 4000/- for Tree Planation deposited with NMMC as Security Deposit shall be forfeited either in whole or in part at the absolute discretion of the corporation for breach of any other Building Control Regulation and condition attached to the permission covered by the Commencement Certificate. Such a forfeiture shall be without prejudice to any other remedy or right of the Municipal Corporation
- 9) You shall provide overhead water tank on building & underground water tank in two compartments, one for drinking water & another for other than drinking water. It should confirm to the standards applicable in this behalf.
- 10) You should approach to the Executive Engineer, M.S.E.B. for the power requirement location of transformer if any, etc.
- 11) Every plot of land shall have at least 1 tree for every 100 Sq.M. or part thereof of the plot area.
- 12) For all building of non-residential occupancies and residential building with more than 16M. height. Following additional conditions shall apply :-
- The staircase shall be separated by fire resistance walls and doors from rest of the buildings.
 - Exit from lift lobby shall be through a self closing smoke stop door.
 - There shall be no other machinery in the lift machinery room.
 - For centrally air conditioned building area of external openable windows on a floor shall be minimum 2.5 % of floor area.
 - One of the lift(Fire lift) shall have a minimum loading capacity of 6 persons. It shall have solid doors. Lights shall not be designed in the staircase wall.
 - Electrical cables etc. shall in separate ducts.
 - Alternate sources of electric supply or a diesel generator set shall be arranged.
 - Hazardous material shall not be stored.
 - Refuse stamps or storage places shall not be permitted in the staircase wall.
 - Fire fighting application shall be distributed over the building.
 - For building upto 24 M. Height capacity of underground storage tank and overhead storage shall be 50,000 ltrs. and 10,000 ltrs respectively. Wet rises shall be provided. Pump capacity 1000 ltrs./min and 250 ltrs/min. respectively.
For building with height above 24 mtrs., the figures shall be 75000 ltrs. and 20,000 ltrs. and the pump capacity of 1350 ltrs/min and 450 ltrs/min respectively.



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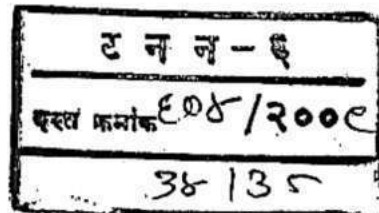
Completion Certificate.

No work should be started unless the existing structures are to be demolished.

Applicant/Architect should strictly follow all the conditions of lease agreement. Owner & Architect will be held responsible for breach of any condition of lease Agreement.

The Owner & the Architect and Structural Engineer concerned are fully responsible for the construction quality of the building as per approved building plan. Structural design, stability building construction quality which should confirm to withstand an earthquake of highest intensity in seismic zone IV.

- 17) The Occupancy Certificate for the proposed building will not be granted unless the house drainage lines are connected to the Municipal Main Sewer lines to the satisfaction of Municipal Authority as well as proper demarcation of parking spaces with oil paints, plantation of trees and provision of garbage bin on the site.
- 18) Application for completion/occupation Certificate shall be accompanied with the plan as per construction done on the site.
- 19) The building material or earth removed from the trenches should not be dumped or stored on municipal road. If found so you are liable to fine as well as cost of lifting & transportation to dumping ground.
- 20) The building constructed should not be occupied without obtaining the Occupation Certificate. Otherwise you will be fined.
- 21) This Commencement Certificate is valid upto plinth level only. The further order will be given after the plinth is inspected.
- 22) The applicants should fulfil all the health related provisions mentioned in the "Implementation of Antilarval & Mosquito Prevention Activities during and after construction and Tree Authority Bye-Laws 1966". The special mention is for mosquito prevention activities, construction of over-head tanks, debris removal and the sanitary conditions of drainage etc.
- 23) The construction work shall be completed before 08/07/2008 as per conditions mentioned in CIDCO agreement dated 09/07/2004 and must be applied for O.C. with all concerned NOC.
- 24) Window sill level must be at 0.90 M. height. The difference between chajja level & slab level must be 0.50 M. minimum.
- 25) The Owner and the Architect are fully responsible for any ownership, area and boundary disputes. In case of any disputes Navi Mumbai Municipal Corporation will not be responsible.
- 26) Temporary Labour sheds with proper toilet arrangement shall be provided on the site, If ~~sufficient arrangement is not provided permission for construction above plinth level will~~ not be granted & said temporary shed should be demolished prior to O.C.
- 27) F.S.I. calculation submitted in the drawings shall be as per Development Control Rules. If any discrepancy observed, the Architect will be held responsible and liable for necessary action.
- 28) The Owner & Architect and Structural Engineer concerned area instructed to strictly adhere to the conditions of FIRE NOC issued vide NMMC/VASHI/FIRE/ 45/2006 dated 13/04/2006 by the Fire Officer-NMMC, Navi Mumbai.



29). As directed by the Urban Development Department, 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.

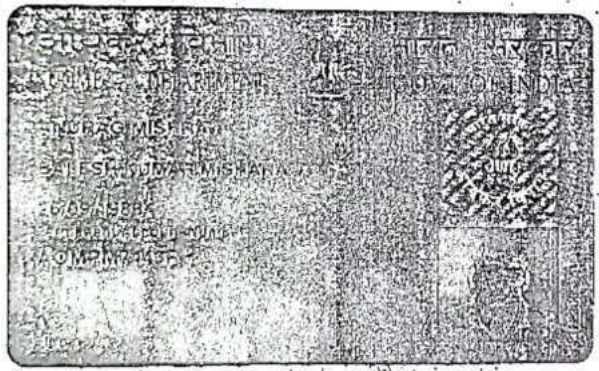
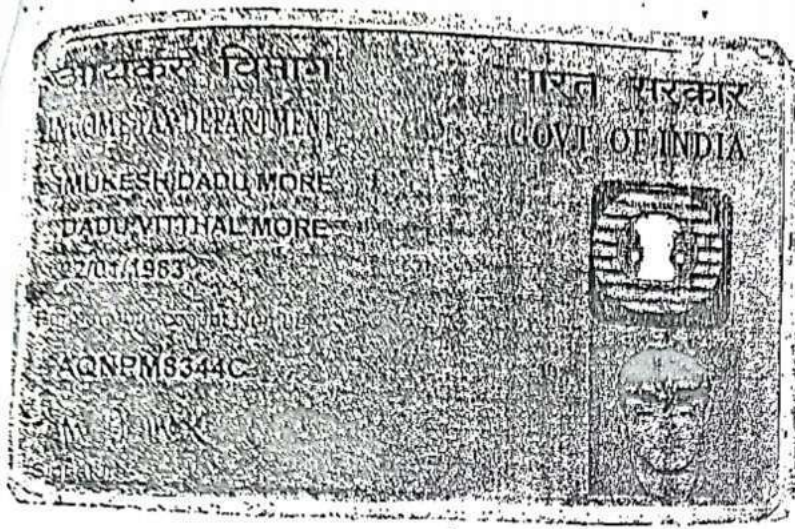
c) The Authority may impose a levy of not exceeding Rs. 1000/- per annum for every 100 sq.m. of built up area for the failure of the owner of any building mentioned in the (a) above to provide or to maintain Rain Water harvesting structures as required under these byelaws.

[Handwritten Signature]

Town Planner,
Navi Mumbai Municipal Corporation
Navi Mumbai

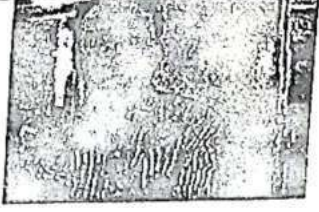

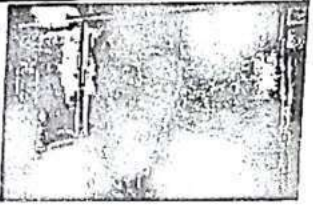



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दस्ताचा प्रकार : करारनामा

क्र. पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1 नाव: ज्ञानेश कुमार दुबे - - पत्ता: घर/फ्लॉट नं: - गल्ली/रस्ता: एच 601 ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शहर/गाव:- तालुका: पुणे पिन: - पॅन नम्बर: ए जे बाय पी डी 2149 पी	लिहून देणार वय 31 सही <i>K. K. K.</i>		
2 नाव: मे विशाल असोसियेटस तर्फे पार्टनर राजू गणजी देवीया - - पत्ता: घर/फ्लॉट नं: - गल्ली/रस्ता: 411 सेंट्रल फॅसिलिटी बि ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शहर/गा	लिहून देणार वय 35 सही <i>R. J.</i>		



दस्ता क्र. [टनन6-604-2009] चा गोपवारा
बाजार मुख्य : 2883000 मोबदला 4320000 भरलेले मुद्रांक शुल्क : 198600

दस्त हजर केल्याचा दिनांक : 24/02/2009 04:44 PM
निष्पादनाचा दिनांक : 24/02/2009
दस्त हजर करणा-याची सही :

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दस्ताचा प्रकार : (25) करारनामा
शिवका क्र. 1 ची वेळ : (सादरीकरण) 24/02/2009 04:44 PM
शिवका क्र. 2 ची वेळ : (फी) 24/02/2009 04:49 PM
शिवका क्र. 3 ची वेळ : (कमुली) 24/02/2009 04:50 PM
शिवका क्र. 4 ची वेळ : (ओळख) 24/02/2009 04:50 PM

दस्त नोंद केल्याचा दिनांक : 24/02/2009 04:51 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते निवेदने व त्यांची ओळख पटवितात.

1) -- मुकेश डी मोरे , घर/फ्लॅट नं. 2/23/ए3

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: से3 नेरळ

तालुका: -

पिन: -

2) -- अनुराग मिश्रा , घर/फ्लॅट नं. -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

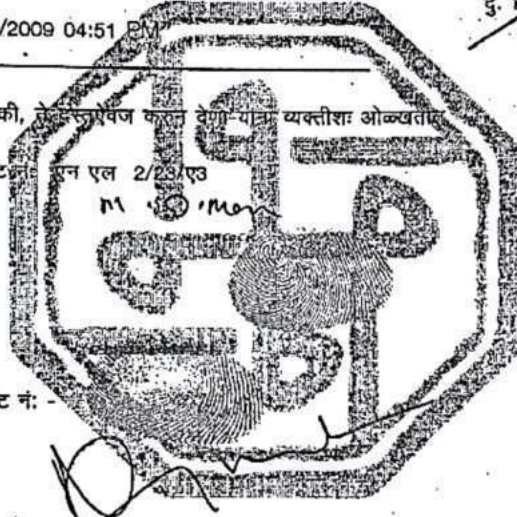
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पेट/वसाहत: -

शहर/गाव: -

तालुका: -

पिन: -



पावती क्र.: 623 दिनांक: 24/02/2009
पावतीचे वर्णन
नांव: ज्ञानेश कुमार दुबे - -

43200 : नोंदणी फी
760 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल
(अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

43960: एकूण

दु. निबंधकाची सही, वाणे 6



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दुस्तक क्रमांक
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