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WHEREAS

- 1) One Shri KENNETH NICOLAS D'SOUZA, as the Owner, is seized and possessed of or otherwise well and sufficiently entitled to all those pieces and parcels of the lands, more fully and particularly described in the First Schedule hereunder written.
- ii) By and under an Agreement dated 12/9/2005, made and executed between the said Kenneth Nicolas D'Souza and the Builders herein. the said Kenneth Nicolas D'Souza has granted Development rights to the Builders to put up and construct the Industrial Estate on the said properties, described in the First Schedule hereunder written for and at the consideration and on the terms and conditions set out therein. The City and Industrial Development Corporation of Maharashtra Ltd. (CIDCO in brief), the Special Town Pianning Authority has by and under its order No. CIDCO / VVSSR / CC / BP -3689 / E / 1318, dated 16/2/2005 approved and sanctioned the layout and building plans in respect of the said properties, described in the First Schedule hereunder written and has issued a Commencement Certificate for the construction of the Industrial Estate.
- iv) In terms of the aforesaid Agreement, the Builders have commenced construction of an Industrial Estate on the said properties described in the First Schedule hereunder written.
- vi) Upon construction of the above recited Industrial Estate, the said Industrial Estate would be known and described as "TOP CLASS ENCLAVE".
- vi) The Builders have entered into a standard Agreement with Messrs J. P. Mehta & Associates, Architects registered with the Council of Architects and the said Agreement is as per the Agreement prescribed by the Council of Architects and the Builders have also appointed Shri MI Krypa Mema Consulting, Fudiuse27 Regn. No. STR VSTRIP1152, Structural Engineer, as a Structural Engineer for preparation of structural design and drawings of the Builders and the Builders have agreed to accept the Professional supervision of the Architects and Structural engineer daring and till the construction of the Industrial Estate;
- The Builders propose to provide the amenities to the Purchaser vii) also to other purchasers of Gala in the said Industrial estate as pe the details mentioned in the Second Schedule hereunder written;
- The Builders have made it abundantly clear to the Purchaser to the viii) the Builders shall be entitled to have the sanctioned plans va and/or modified and/or altered hereafter as they, the Builders may deem fit, appropriate, expedient, proper and necessary, provided that such variations, modifications, alterations is/are sanctioned by the concerned authorities and provided further that where such variation, modification, change or alteration is likely to affect the interest of the Purchaser/s adversely, the Builders shall obtain 2

necessary consent of the Purchaser/s in writing before giving effect thereto and carrying out the construction in accordance with the proposed variation, modification, alteration or change in the plans and/or specifications; However no such consent would be required to be obtained if such alteration, variation, modification, change is called upon to be made by the sanctioning authority;

- While sanctioning the said plans, the CIDCO and other authorities ix) have laid down certain terms, conditions, and restrictions which are to be observed and performed by the Builders while developing the said land and the Builders declare that they will observe and perform each and every such term, and condition;
- While sanctioning the said plans, the CIDCO and other authorities x) have laid down certain terms, conditions, and restrictions which are to be observed and performed by the users of the said Industrial Estate and by the persons who will be conducting industries therein which terms and conditions each of the Gala Purchaser (including the Purchaser/s herein) will observe and perform;
- The Purchaser/s has/have applied to the Builders to sell and/or allot xi) a Gala and the Builders have agreed to sale/allot the Gala No. F-3) on Ground Floor / First or Upper Floor (hereinafter for the sake of brevity referred to as the said Gala) to the Purchaser/s in the said Industrial Estate under construction/constructed by the Builders;
- Relying upon the said application, declaration and agreement, the xii) Builders have agreed to sale/allot to the Purchaser/s the said Gala / Galas.

xiii)

Prior to the execution of these presents, the Purchaser/s has/have paid tothe Builders a sum of Rs. 100,000 (Rupees One Lakh Only

being the earnest money deposit towards of the sale price of the said premises agreed to be sold by the Builders as advance payment / deposit (the payment and receipt whereof the Builders doth hereby admit and acknowledge and the Purchaser/s has/have agreed to pay to the Builders the balance of the sale price in the manner hereinafter provided;

In pursuance of the provisions of Section 4 of the said Ownership Flat xiv) Act for the time being in force, an Agreement for Sale of the Gala is required to be executed and the same is also required to be registered under the provisions of Registration Act, 1908 and this Agreement is accordingly entered into and agreed to be registered as expuess वहइ provided hereinafter.

NOW THIS AGREEMENT WITNESSETH AS UNDER: -

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The Builders shall under normal conditions construct the said Industrial Estate to be known and described as "TOP ENCLAVE" consisting of Ground Floor and Upper Floors on the said properties, described in the First Schedule hereunder written, in

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accordance with the Plans, designs, specifications approved by the CIDCO, and all other concerned authorities and which have been seen and accepted by the Purchaser/s with only such variations/modifications or changes as the Builders may consider necessary, expedient, proper and requisite or as may be required by the concerned authorities empowered to approve such variations and modifications to be made in them or any of them on the land situate at village Gokhiware, Taluka Vasai, District Thane more fully and particularly described in the First Schedule hereunder written.

- 2. The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/itself/themselves about the title of the Land Owner to the said Properties and the Purchaser/s shall not be entitled to further investigate the title of the Land Owner to the said land or the right of the Builders to develop and improve the said land, no requisitions or objections, shall be raised related to the rights and interests of the Builders and the Owners to the said property. A copy of the certificate of title issued by Shri R. P. Joshi, Advocates of the Builders is hereto annexed and marked as the **Annexure** "C".
- 3. The Purchaser/s hereby agree/s to purchase from the Builders and the Builders hereby agree to sell to the Purchaser/s the Gala/s No. F-31on Ground floor / First floor / Second floor of the Industrial Estate to be known and described as "TOP CLASS ENCLAVE" under construction / constructed by the Builders on the land more fully and particularly described in the First Schedule hereunder written and having Built-up area of 197.318 sq. meters) as shown on the Floor Plan hereto annexed and marked Annexure "D" and the common areas described hereafter and facilities and amenities more particularly described in the Second Schedule hereunder written, for and at a lump sum consideration of the _/(Rupees_Thirty nine sum of Rs. 39700000 Larche Seventy thousand Onlyand which consideration has no bearing whatsoever on the actual area of the said Gala. The aforesaid price of the said Gala is inclusive of a sum of Rs. nil as the proportionate price of the common areas and facilities.

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on or before 15-5-2008 .

	(e) Rs. /- (Rupees only)
	on or before
9.6.	(f) Rs/- (Rupeesonly)
8%	(j) Balance Rs. 70000= /- (Rupees Seventy - howand, Only against the delivery of the possession of the said Gala.

Time being of the essence of the contract for the payment of each of the abovementioned instalments.

- 5. The area of the said Gala agreed to be purchased by the Purchaser/s is on the basis of built-up area. The calculation of the built up area includes the full thickness of internal and external walls, passages, toilets, staircase and any other area used for amenity to the Industrial Estate such as balcony, meter room, and pump room etc. proportionately.
- 6. The time for payment of each of the aforesaid instalments of purchase price shall be essence of this contract. The certificate of CIDCO or of the Architects of the Builders shall be conclusive proof that the plinth or that any other work has been completed and within seven days from the receipt of a notice from the Builders to the Purchaser/s, informing the purchaser/s that the plinth or the respective slabs have been cast, the purchaser/s shall make the payment as herein provided. The Purchaser/s shall not be entitled to raise any objections as regards the completion of plinth or casting of the respective slabs or in regard to the certificate of the Builders' Architects.
- 7. All letters, receipts and/or notices to be issued and served upon the Purchaser/s, before the delivery of the said Gala, as contemplated by the Agreement shall be deemed to have been duly issued and served if sent to the Purchaser/s at the address mentioned herein by prepaid post or under Certificate of posting and shall duly and effectually discharge the Builders and after the delivery of possession whether as a licensee as hereinafter provided or otherwise whichever is earlier all the letters, receipts and/or notices shall be issued and served upon at the said Gala/s.
- 8. In the event of the Builders being entitled to construct any additional structure or structures or the Builders desiring to make alterations of additions in the said property under the bye laws, rules and regulations of the CIDCO or otherwise or in the event of the Builders becoming entitled to construct any structure or structures or alterations and/or additions in the said property by virtue of any alterations or amendments of the Industrial Estate bye-laws or rules and regulations of the CIDCO or otherwise, the Builders shall be entitled to carry out construction of such additional structures and/or additions in the said Industrial Estate which is proposed to be constructed/under construction in the said property. The Purchaser/s bereby give/s

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निहर-२ 1908 /२००८ 19190 his/her/its/their irrevocable consent under the provisions of Section 7 of the Ownership Flats Act to such additional structure or structures being constructed under such alterations additions or modifications being carried out by the Builders in the said property. The Purchaser/s hereby further agree/s and covenant/s with the Builders to sign and execute all papers and documents in favour of the Builders or otherwise as may be necessary for the purpose of enabling the Builders to construct the said Industrial Estate in accordance with the said modified/altered/amended plans relating thereto or such other plans with such additions and alterations as the Builders may in their sole discretion deem fit and proper and/or for the purpose of applying or obtaining the approval or sanction of CIDCO or any other appropriate authorities in that behalf as well as for the construction of such Industrial Estate in the said property upon or after the grant of such approval or sanction relating thereto.

- 9. It is agreed that if the Floor Space Index is not consumed in full in the construction of the said Industrial Estate and if before the transfer of the property to the Organisation of the purchasers any further construction on the land is allowed in accordance with the Rules and regulations of the CIDCO, then the Builders would be entitled to put up additional or other constructions without any let or hindrance by the Purchaser/s individually or jointly with the purchasers of other units or through the means of any body or association of the purchasers or the said Organisation of the Purchasers and the hereby give/s his irrevocable consent to such construction by the Builders and for that matter to make such alterations or changes in the plans shown to the Purchaser/s.
- 10. In the event of any portion of the said property being required by the MSEB for putting electric sub-station, the Builders shall be entitled to give such portion to the said MSEB or any other body for such purpose on such terms and conditions as the Builders shall think fit. In such event the Conveyance Deed that may be executed by the Builders would be subject to the provisions herein contained.
- 11. In the event of a portion of the land being notified for set back prior to the transfer of the property to the organization of the purchasers, the Builders alone shall be entitled to claim and receive the amount of compensation for such set back land and in the further event that such amount of compensation or additional FSI or TDR or DRC is not paid to or received by the Builders or issued prior to the execution of the Conveyance pursuant to these presents, the Builders shall cause to be executed a conveyance subject to their right to receive the amount of the consideration or the TDR or DRC and the Purchaser/s along with all other purchasers of gala in the said Industrial Estate (jointly or otherwise through the means of the said Organisation of Purchasers execute a covenant to the above effect to the end and intent.

12. The Builders have expressly informed and it is agreed by the parties that the open space as shown on the plan hereto annexed will be allotted to the purchasers of the said Gala for the purpose of car/vehicle parking and no other Gala purchaser shall have a right to park on the said open space of the said land for parking any car/vehicles in the Industrial

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वसई-२ ५७९६/२०० ९१५० Estate. However, Purchaser/s agree that the said car/vehicle park shall be forever left open and shall not in any manner be foreclosed.

- 13. The purchaser/s shall have no claim save and except in respect of the Gala hereby agreed to be acquired. All open spaces, lobbies, staircases etc., will remain the property of the Builders, until the whole property is transferred to the proposed organization as hereinafter mentioned but subject to the rights of the Builders as mentioned herein. It is hereby agreed that the Builders shall be entitled to sell any industrial Gala in the said Industrial Estate for the purpose of using the same as restaurants, dispensaries, nursing homes banks and for any other business purposes and the Purchaser/s shall not object to the user of such Gala by the Purchasers thereof.
- 14. The Builders shall upon obtaining part occupation certificate in respect of the said Industrial Estate be entitled to offer possession of the Gala and as soon as the Gala is notified by the Builders as ready for occupation, each of the Purchasers of the said Industrial Estate (including the Purchaser/s) shall pay balance amount of price payable by them within seven days of such notice served individually on them or put at some prominent place in the Industrial Estate. If the Purchaser/s fail/s to pay the balance amount of price as aforesaid, the Builders will be entitled to forfeit the amounts previously paid by the Purchaser/s who shall cease to have all rights in the premises to be taken by him/her/it/them. In the event of the forfeiture of the amounts paid by the purchaser/s to the Builders as aforesaid, this Agreement shall stand canceled and rescinded automatically without further recourse to the Purchaser/s and the Purchaser/s shall have no right and interest whatsoever in to over and upon the said Gala agreed to be sold. The Builders shall be entitled to proceed with the construction of the remaining Industrial Estate. Upon the termination of this agreement as aforesaid, the Builders shall be entitled to sell and dispose of and deal with the said Gala in the manner they may choose. The notice of forfeiture shall be sent by prepaid registered letter with acknowledgement due and the acknowledgement slip of issue of such letter shall be sufficient and binding proof for the termination of the agreement on the Purchaser/s.
- 15.Under no circumstances, the Purchaser/s shall be entitled to the possession of the Gala unless and until all payments required to be made under this Agreement by the purchaser/s have been made to the Builders and other obligations, terms and conditions agreed by the purchaser/s mentioned in this Agreement are carried out fully by the Purchaser/s.
- 16. The Builders shall deliver possession of the said Gala to the Purchaser/s on or before 30th Dec. 2008 subject to the Purchaser/s coinciding. In all the terms, conditions, covenants and stipulations and without committing any breach or breaches of those terms, conditions, and covenants including the payment of the purchase price and all other sums payable by the Purchaser/s to the Builders.

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PROVIDED HOWEVER THAT, the Builders shall not be bound to or liable for the delivery of the possession of the said Gala to the

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485-4 4066/2006 Purchaser/s on the said stipulated date in the event of happening or occurrence of any one or all or any combination of the following circumstances:

- i) That the Builders and the purchaser/s mutually agree in writing to deliver and take the possession of the said Gala on some other day subsequent to the date mentioned herein above; and/or
- ii) That the Builders are not in a position to erect or construct or complete the erection and construction of the said Industrial Estate or the said Gala due to any circumstances beyond the control of the Builders which may inter alia include:
- a) any notice of acquisition or requisition by Government and/or Semi-Government authority or statutory body of the said property or any part thereof on which the said Industrial Estate is proposed to be constructed/under construction; and/or
- b) any prohibitory order or injunction is issued by any competent court or any other adjudicating authority; and/or
- c) non availability of the requisite materials or availability of the materials in insufficient quantity or the supply of construction materials such as cement, steel, water, sand, khari (crusted stones of requisite small size), wood and other construction materials are available only at a prohibitive or at exorbitant cost or price.
- d) non-availability of skilled, unskilled labourers, or declaration of strike or go slow by the labourers or labourer contractors for whatsoever reasons;
- e) civil commotion, explosion, blast or war or enemy aggression;
- f) non-availability of proper means of transport and conveyances for carrying goods/materials on account of prolonged strike of transport agencies, drivers, cleaners or other labourers in the employment of transport agencies for whatsoever reasons;
- g) introduction of rationing on the construction materials by the Government;
- the Builders or Builders against any Government action, pronouncement, enactment, declarations; clarifications, notifications, prohibitory orders or insupport of any cause of any member or members of any Association or Organisation of the Builders or Builders of which the Builders are or will be the members; and/or

any earthquake, tempest, gale, hurricane, squall, typhoon or any other act of God:

such other events, occurrences, happenings as may be considered to

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PROVIDED THAT where the circumstances as mentioned herein above take place or occur or happen, during the subsistence of such events and circumstances, the date of delivery as abmessed shall be or shall always be deemed to have extended till the expury of a period of Six months from the date on which such event or events or circumstance or circumstances cease to exist and the Builders can freely, fearlessly and without any hindrance or disturbance of whatsoever nature carry out further construction or commence or resume construction of the said Industrial Estate. HOWEVER, the Purchaser/s may call upon the Builders in writing after the expury of a period of Six months:

- a) from the date of delivery as expressly stipulated heremabove: or
- b) from the date mutually agreed to in sub-clause (i) hereinabove: or
- c) after the period of delivery as extended on account of the circumstances stipulated hereinabove: and
- d) the Purchaser/s has/have not committed any breach or breaches of any or all the terms conditions. covenants and stipulations including the payment of the purchase price and all other sums: to repay the amounts paid by him/her/it/them. the Purchaser/s from time to time to the Builders towards the purchaser price of the said Gala together with simple interest at the rate of 9% per annum from the date of actual payment of the said amount or amounts till 'he date or remittance of the said amount or amounts to the purchaser/s by the Builders after a period of Six months from the date on which notice calling upon the Builders is issued and in that event this Agreement for Sale shall be deemed to have been cancelled, revoked. rescinded, abrogated and become null and void and the respective parties shall stand discharged of their respective obligations and the parties shall have no rights against one another and the Builders shall be bound to pay the said amounts so demanded by the purchaser/s after the expiry of the said period of three months as aforesaid.
- 17. The Builders shall in respect of any amount payable by the Purch under the terms and conditions of this Agreement have a prist ben charge on the said Gala agreed to be acquired by the purchaser s
- 18.Commencing a week after notice is given by the Builders to purchaser that the Gala is ready for use and occupation, the Purchaser/s shall pay on or before the 5th day of every month to the Builders until the said property together with the Industrial Estate under construction/constructed thereon is transferred to the proposed Organisation of the purchasers as provided herein, a sum at the Re. one per square foot per month of the built up area of the said Gala towards the proportionate costs and expenses of maintenance and management of the said Industrial Estate.

19.Before taking possession of the said premises, the Purchaser/s shall deposit with the Builders, such amounts as the Builders may at their absolute discretion deem fit as proportionate costs, payable by the

purchaser/s in respect of the Conveyance to be executed by the Owners in favour of the proposed Organisation of the purchasers. The said amount is on approximate basis, and the Purchaser/s, shall pay such additional sum as may become payable. It is further agreed that the Builders shall be entitled to appropriate the amount of deposit towards such, costs, charges and expenses as they may have borne or incurred or paid. It is further agreed that the Purchaser/s shall not be entitled to raise any dispute or differences with regard to such appropriation of the said amount by the Builders. It is further agreed that the Builders would be entitled to appropriate the said amount/s towards any other legitimate purpose.

- 20. In the event the Purchaser/s may commit any breach or breaches of the terms and conditions herein contained or may or shall have non cooperate with the Builders in the formation of the organization of the gala purchasers or the Purchaser/s shall act in any manner contrary to or inconsistent with these presents or refrains from doing any act deed or thing required to be done, or performed in terms of these presents, in that event the Builders may at their absolute discretion be entitled to forfeit the amounts mentioned in clause 19 hereinabove.
- 21.Before taking possession of the said Gala, the purchaser/s shall deposit with the Builders the following amounts:

(i)	Rs	/- as deposit for payment of expenses	5.
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- (ii) Rupees 600/- as deposit for payment towards share money and entrance fee of the Organisation of the purchasers;
- (iii) The amount paid or deposit for payment of expenses will be utilised towards the reimbursement of deposits paid by the Builders to the Municipality, MSEB, and other authorities, for payment of expenses paid and outgoings mentioned in the preceding clause;
- (iv) The amount if any paid as deposit for payment towards share money will be transferred to the proposed organization of the purchasers;
- (v) The amount paid as deposit for payment of expenses will no entitle the purchaser/s to refrain or hold back or delay and resist the payment of the expenses as mentioned in the preceding clause and the Purchaser/s shall be bound to pay the said expenses to the Builders till possession of the said property is handed over to the proposed Organisation of purchasers.
- (vi) The above deposits shall not carry any interest and will remain with the Builders until the said property with Industrial Estate thereon being transferred to the proposed Organization of purchasers, Upon the said property with the Industrial Estate thereon being transferred as aforesaid, subject to the provisions of clause 20 hereinabove, the balance thereof shall be paid over by the Builders to the proposed organization of purchasers.

22. The Builders shall not be liable for any loss caused by fire, riot, strikes,

earthquakes or due to any other cause whatsoever after handing

Purchaser/s by prepaid post under certificate of posting

hisher/its/their address specified believe Litel Trong Cluthing Disector-2303, Challenger Tousers 11, That use Village, Kand Wall (E), 10, 190061.

55. Purchaser's hereby agree and declare that the any intermation that has been published by the Builders in any other media (whether printed or otherwise in audio visual) was merely illustrative and there is two agreement by the Builder's as to strictly adhere to the contents thereof and the Purchaser/s shall not be entitled to seek performance of these presents in terms of such media materials.

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

FIRST SCHEDULE HEREINABOVE REFERRED TO Firstly

ALL THAT piece or parcel of the Agricultural land, admeasuring 0-64-2 H. Are (including pot Kharaba admeasuring 0-04-8 H. Are), and bearing Survey No. 24, assessed at Rs. 7.12 situate at village Gokhiware, within the limits of the Grampanchayat Gokhiware, Taluka and Panchayat Samiti Vasai, District and Zilla Parishad Thane, within the limits of the Sub-Registrar of Assurances, Vasal - I and which is bounded as follows that is to say

On or towards North : Property bearing Survey No. 22, Hissa No. 8.

On or towards South : Sativali-Kaman Road.

On or towards East : Property bearing Survey No. 26 B. : Hissa No. 6 and 7 of Survey No. 22. On or towards West

Secondly

ALL THOSE pieces or parcels of the Agricultural land, admeasuring respectively 0-14-2 H. Are and 0-18-7 H. Are, and bearing respectively Hissa No. 6 and 7 of Survey No. 23, assessed at Rs. 1.31 situate at village Gokhiware, within the limits of the Grampanchayat Gokhiware, Taluka and Panchayat Samiti Vasai, District and Zilla Parishad Thane, within the limits of the Sub-Registrar of Assurances, Vasal - I and wo bounded as follows that is to say

On or towards North : Hissa Nos. 5, 6 and 7 of Survey No. 2

On or towards South : Sativali-Kaman Road.

On or towards East : Survey No. 24.

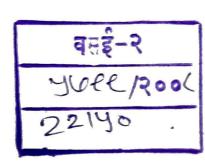
: Survey No. 22, Hissa No. 3 and 4 On or towards West

Thirdly

ALL THAST piece or parcel of the Agricultural land, admeasuring 0-01-0 H. Are, and bearing Survey No. 22, Hissa No. 7, assessed at Re. 0.06/- situate at village Gokhiware, within the limits of the Grampanchayat Gokhiware, Taluka and Panchayat Samiti Vasai, District and Zilla Parishad Thane, within the limits of the Sub-Registrar of Assurances, Vasai - I and which is bounded as follows that is to say

On or towards North : Nalla

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On or towards South : Survey No. 23, Hissa No. 6 and 7.

On or towards East : Survey No. 22, Hissa No. 8.

On or towards West

: Survey No. 22, Hissa No. 6.

Fourthly

ALL THAT piece or parcel of the Agricultural land, admeasuring 0-19-0 H. Are, and the Pot Kharab admeasuring 0-09-1 and bearing Survey No. 22, Hissa No. 8, assessed at Re. 1..06/- situate at village Gokhiware, within the limits of the Grampanchayat Gokhiware, Taluka and Panchayat Samiti Vasai, District and Zilla Parishad Thane, within the limits of the Sub-Registrar of Assurances, Vasai - I and which is bounded as follows that is to say

On or towards North : Nalla

On or towards South

: Survey No. 24.

On or towards East

: Nalla.

On or towards West

: Survey No. 22, Hissa No. 7.

Fifthly

ALL THAT piece or parcel of the Agricultural land, admeasuring 0-05-9 H. Are, and the pot Kharaba 0-00-2 H. Are and bearing Survey No. 25, assessed at Re. 0.37/- situate at village Gokhiware, within the limits of the Grampanchayat Gokhiware, Taluka and Panchayat Samiti Vasai, District and Zilla Parishad Thane, within the limits of the Sub-Registrar of Assurances, Vasai - I and which is bounded as follows that is to say

On or towards North:

Survey No. 26 B.

On or towards South:

Sativali-Kaman Road.

On or towards East :

Survey No. 26 A.

On or towards West

: Survey No. 26 B.

Sixthly

ALL THAT piece or parcel admeasuring Square Metres, forming part of the larger size Agricultural land, admeasuring in aggregate 0-14-2 H. Are and bearing Survey No. 23, Hissa No. 6 assessed at Rs. 1.31 situate at village Gokhiware, within the limits of the Grampanchayat Gokhiware, Taluka and Panchayat Samiti Vasai, District and Zilla Parishad Thane, within the limits of the Sub-Registrar of Assurances, Vasai - I and which is bounded as follows that say

On or towards North : Hissa No. 5 of Survey No. 22.

On or towards South:

Sativali-Kaman Road.

On or towards East

Remaining portion of the Survey No. 23, Hissa No. 6.

On or towards West

Survey No. 22, Hissa No. 3 and 4.

Seventhly

ALL THAT piece or parcel of the Agricultural land, admeasuring 0-05-9 H Are, and the pot Kharaba 0-00-2 H. Are and bearing Survey No. 25, assessed at Re. 0.37/- situate at village Gokhiware, within the limits of the Grampanchayat Gokhiware, Taluka and Panchayat Samiti Vasai, District and Zilla Parishad Thane, within the limits of the Sub-Registrar of Assurances, Vasai - I and which is bounded as follows that is to say

On or towards North : Survey No. 26 B.

On or towards South :

Sativali-Kaman Road.

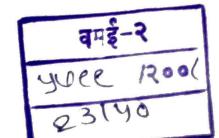
On or towards East

Survey No. 26 A.

On or towards West

Survey No. 26 B.

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEAL THIS DAY AND YEAR PIRST HEREINABOVE MENTIONED

by the within named Builders Messas TOP CLASS ENTERPRISE represented by their partner Shri Dharlesh Who has signed in the presence of SIGNED. SEALED AND DELIVERED	For TOP CLASS ENTERPRISE
Trony Clothing Put Itd. Director: Smt Srujana Dedidio represented by Secticities.	
affixed pursuant to the Board Resolution) dated in the) presence of) and) who have affixed his/their respective)	For IRONY CLOTHINGS PYT. LTB. Director
RECEIVED on or before the execution of these presents of and from the within named Purchaser (s a sum of Rs. /00000 being booking money/part of the consideration for the purchase of within mentioned Gala.	
•	Rs. 100000/- /-

We say we received

For TOP CLASS ENTERPRISE

Partner

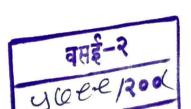
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जांच नमुना सात (अधिकार अधिलेख पत्रक) व ज्या व पह पूर्व आध्वकार अधिकोता आणि चीहनका (तथार करने न पुरिक्तीत nia: नेनावन पुधारणा पूगापन भोगवडादाएवं नाव त्रज्ञां कर्व चा पन्दती तहसील : वसई उपविभाग त्रमांवा खाते क्रमांकः । मुन्डाने नाव : शृंतीचे रणानिक नांत ufa हेवटर 3116 तावडी लेग होत 190 0 इतर अधिकार : लिस्सी : (६,५१) 717 बेरखरादः (लागवडी गांग्य नसलेलें) नर्ग (अ) 06 वर्ग (ब) एक्ण पैसे रुपय आकारणी 30 9 जुडी किंवा विशेष आकारणी सीमा आणि भूमापन चिन्हे : / गाव नमुना १२ (पिकांची नोंदवही) (महाग्रन्थ जमीन महसूल अधिकार अभिलेख आणि मोदबद्धा (तयार करणे व बुस्यितीत ठेवणे) निवम १९०१ - पांती

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असल बरह्कूम नवकल खरी असे तारीख .

ह्या, वसर्वे, जि. - ठाणे

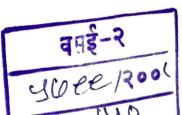


गांव नमुना सात (अधिकार अभिलेख पत्रक) (भहाराष्ट्र जभीन महसूल अधिकार भिष्ठेष आणि नोंदबहा (तपार करणे न सुरिवतीत na: पूर्वापन **पुधारणा** भोगवटादासचे नोव तहसील : वसई व्यावरंचा YAIVA पदांती उपविभाग खाते कपाकः a,1174 पुल्लाने नाव । — भूती स्थानिक बात प्रति SIIE हेवटर भावडी M 671 (0 0 इतर् अधिकार् । 10 41 (1 व्यवादा (ताग्रहाडी याप ससलेले) तर्ग (अ) वर्ग (ब) एकुण पेसे रुपये आकारणी नुडी निवा विशेष सीमा आणि भूगापन चिन्हे । आकारणी गाव नम्ना 35 (पिकांची नोंदवही) (মहार्ग जमीन महसूल अधिकार अभिलेख आणि नोंदबद्या (तपार करणे व सुस्यितीत ठेवणे) नियम १९७१ - पांतील नियम २९) पिकाखालील क्षेत्र पडीतं व जमान कंसणाऱ्याचे नांग शेरा वर्ष पिकास घटक पिके व पिश्रपिकां चे निर्भेळ पिकाचे निरुपयोगी साधन हंगाम प्रत्येक पिकाचे क्षेत्र अशा जमिनीचा एकूण क्षेत्र क्षेत्र पुरवठयाचे त्रपशिल सिंधन सिंवन सिंचन 뷔 4 मित्रपिकांचा संकेतांक जलिसंबन जल्मिवन पिकाबे पेकाये भावा अजल खिरुत १३ हे.आ १२ 39 9 6 90 27 14 4 1 हे.आ हे.आ. हे.आ ार. अ हे आ. हे आ. गवत '० ind 4:17: -34-6 14 असात बरहुकूग नवकल खरी आरो

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स्वाक्त स्वा यो सीवर ह्या, व्यक्ते, जि. - ठावे





मांच नम्ना सात (अधिकार अधिकेख पत्रक) 1,1911. 41 101. (महामून नामा पहरास अवस्था अधिकाम अधिक अधिन अध्यक्ष स्थाप कथा व सुरुवर्शक HHIMI 4444 तहगील : वसई 451 HHAM) *414 HH with white BURA AN 1 1 वृत्तांत्र क्यां १कः रोज FAIL uta MHARI pen int इतर अधिकार ल्यामा (लागवह) माग नमलेले। A4 (41) af (4) 11471 411 州相信 পুঠা শিলা বিপাধ 101 31 सीमा आणि भूगापन विन्ह आयतामी गाय नम्ना १२ (पिकांची नोंदवही)

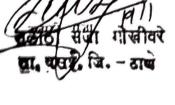
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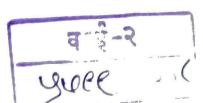
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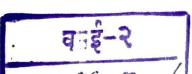


ज्ञांव नमुना सात (अधिकार अभिलेख पत्रक) (महायप्ट जमीन महत्त्व आधकार आधिलेख आणि नींदवझा (तयार करने न सुस्वितीत पुनापन पुधारणा भोगवटादाराचे नाव क्रमांकांचा भूगापन पद्धती तहसील : वसई उपिथाग खाते क्यांक : E ITA 816 गुन्छाने नांव : 24 किंग विकलास छिला मुली स्थानिक नांच प्रति आर तेवटर 1135 74 da 6 G. 4 0. इतर आधकार : क्टिडी E 04 0 भूखाद (ताग्उड़ो वंग्य नसलेलें) र्मा (अ) 2. 00 र्वा (व) 2 00 एकुण पैसे रुपये अकिरणी वृडी निजा विशेष 30 0-मीमा आणि भूमापन चिन्हे गाव नमुना 35 (पिकांची नोंदवही) (तयार करणे व सुस्यितीत ठेवणे) नियम १९७१ - पातील नियम २९) पडीतं व वर्ष जमान कंसणाऱ्याचे नांत पिकास शेय **मिश्रपिकां** चे षटक पिके व निर्भेळ पिकाचे साधन निरुपयोगी हंगाम प्रत्येक पिकाचे क्षेत्र एकूण क्षेत्र क्षेत्र अशा जिमनीचा **इपशिल** पुरवठ्याचे सिंबन सिंबन 相 सिंचन नाव भित्रपिकांचा संकेतांक जार-दिविन जलक्षिंचन जलिक्षियन पिकाचे पिकावे भ्रवत स्रवा स्वरूत 世 思 9 6 20 >> १२ 69 89 3 14 . 39 हे.आ. हि.आ हे.आ. हि.आ ह.आ. हे.आ हे आ .: 300 219/1 01-04-E 7.01H. असाल बरहुकूण नवकल खरी आरो.

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प्रति राजा प्रति सजा गोसीका वा. क्षाई, जि. - डाबे





गांच नमुना सात (अधिकार अभिलेख पत्रक) (महायप्ट जमीन महसूल अधिकार अधिकेख आणि चौंदयद्वा (तयार करणे व सुरियतीत भूभापन भूधारणा भूमापन भागवटादासचे नाव तहसील : वसई क्रमांकांचा पद्धती क्रमांक उपविभाग खाते क्रमांक : C. भुज्यमे नाव : — शंतीवे स्वानिक नांच हेक्टर आर प्रति तावडी होत होत 1. इसर अधिकार निकड़ी - १९०० 0 30 तंरखरादा (लागवडी याग्य नसलेले) तर्ग (अ) वर्ग (द) एकुण रुपये पेस आञारणो जुडी निजा विशेष 3-100 सोगा आणि भूगापन चिन्हें आकारणी निहाण्ट जमोन महसूल अधिकार अपिलेख आणि नेंदवझा (तयार करणे व सुस्थितीत ठेवणे) नियम

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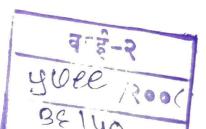
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	7 1	दस्तारेष्ठ अनु इः	DC EEF - 10m P		\
	रमार्फ 301	१२।२००४ अन्त्रय मार	कली का		
	#J***	77.19	7	1	/
			खारा य न्य		
व्यव वाक				٠	1000

म्मल वरहुकूम खरी नक्कल रुजू असे)

दिनांकः:-



वहर्-२ ५७९९/२००८ ३७१५० त्व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित अबिका कमार्श्वियल कॉम्प्लेक्स, दूसरा भजता, वसई (पूर्व), जि. ठाणे ४०१ २१० दूरध्यनी - (कोड - ९५२५०) - २३९०४८६ / २३९०४८७ फॅक्स : (कोड - ९५२५०) २३९०४६६

12: CIDCO/AAR/CC/BH-3683/F/ 1310

THE PROPERTY OF THE PARTY OF TH

दिनांक :

16/02/2005

mr. Walter D. Lopes through p.A. Holder Mr. Kenneth N. D'souza Nicholas House, Bangli Naka Sandor, Vasai (W). latuka Vasai DIST : THANE

Commencement Certificate for the Sub: Buildings on land bearing S.No.22, H.No./.8. S.No.25. /, S.No. 4 & 25 of Village Gokhivare, Taluka ReT:

- ILR M. R. No. 3/0/2004 dtd 30/11/2004 for measurement Letter from GSDA Vide letter No.LGW 10-2004/CN61/55/ 32/2005 dated 12/01/2005 for potable water supply. 31
- rour Licensed surveyor's letter dated 15/02/2005. 4)

sir/Madam.

pevelopment Permission is hereby granted for proposed Industrial Buildings under Sec.45 of Maharashtra Regional and Town Planning Act. 1966 Mah. MAVII of 1966) to Mr. Walter D. Lopes through p.A. Holder Mr. Kenneth N. D'souza.

This drawing shall be read with the layout plan approved vide Tetter No CIDCO/VVS9//C/BP-3689/E/1315 dated 16/02/2005 and the conditions mentioned in the letter No. C. D/VVSR/CC/89-3689/E/ [3]6. dated 16/c2/2005. The detail of the building are given below:

			*-		,
Sr. No.	PREDUMINANT USE	BLDG. No.	NU.OF GALAS	NO OF FLOORS	B.U.A. (in sq.mt)
1. 2. 3. 4.	Industrial Industrial Industrial Industrial	1 2 3 4	6 8 16 18	Gr.+ 1/pt Gr.+ Gr.+ Gr.+ 1	739.60 1232.30 2024.00 2613.97
	Total	: NOS	. 48		6609.87
		•			

Contd... 2.

मिमले. दुसरा महाता, मरीमन पाँही, मुद्दा - ४०० १२९. दृरखनी १२०० ्रिकार १८०० वसाय २ ६ ४ ६०० । १९४६ १८०० १९ १ की -बेस्ट्राइट जाए उसर्ह १० ४२४ व्हास्ट्राची १ ५०४ ।

94.1.---yuce 12000 36140

-- 64-00-0000 3408

शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

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

संदर्भ क्र.:

दिनांक:

This order is to be read along with the accompanying drawings with this letter. This certificate shall remain valid for a period of one year commencing from the date of its issue.

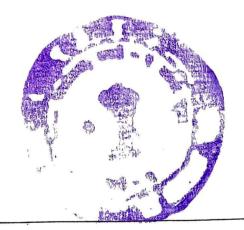
Encl: a/a.

Yours faithfully,

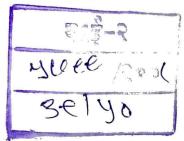
ASSOCIATE PLANNER/ADDL.TPO (E)

c.c. to:

- M/s. En-Con Architectectural & Project Consultants
 G-7.8, Wing D, Sethi Palace Ambadi Road, Vasai (W)
 Taluka Vasai, Dist : Thane.
- The Collector, Office of the Collector, Thane.
- 3. The Tahasildar and Uttice of the Tahasildar. Vasai
- 4. CUC (VV)



े कार्यालय : 'निर्मल', दुनरा मजला, नरीमन पॉईंट, मुंबई - ४०० ०२१. दूरध्वनी : २२०२ ९१९७ • फॅक्स : ००-९१-२२-२२०२ २५०९ केला : सिडको भण्ण सी.वी.डी.-बेलापूर, नवी मुंबई - ४०० ६१४. दूरध्वनी : ५५९१ ८१०० • फॅक्स : ००-९१-२२-५५९१ ८९६६



िट्टा<u>अ</u>र गहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

अंबिका कर्मार्शियल कॉम्प्लेक्स, दूसरा मजला, वसई (पूर्व), जि. ठाणे ४०१ २५० दूरध्वनी : (कोड - ९५२५०) - २३९०४८६ / २३९०४८७ फॅक्स : (कोड - ९५२५०) २३९०४६६

前京.: CIDCO/VVSR/CC/BP-3689/E/1318

दिनांक :

16/02/2005

lo. Mr. Walter D.Lopes through P.A. Holder Mr. Kenneth N. D'souza Nicholas House, Bangli Naka Sandor, Vasai (W). Taluka Vasai DIST : THANE.

Commencement Certificate for the proposed layout for Sub: Industrial Buildings on Land bearing 5.No.22, H.No.7,8. S.No.23, H.No.6 & 7. S.No.24 & 25 of Village Gokhivare, Taluka Vasai, Dist. Ihare.

IILR M.R.No.370/2004 dtd 30/11/2004 for measurement Ref:

Letter from GSDA vije letter No.LGW 10-2004/CN61/55/ 2) 82/2005 dated 12/01/2005 for potable water supply.

EE(BP-VV)'s Report dated 03/12/2004. 3)

Your licensed surveyor's letter dated 15/02/2005. 4)

Sir/Madam.

Development Permission is hereby granted for proposed layout for Industrial Buildings under Sec. 45 of Maharashtra Regional and lown Planning Act. 1966 (Mah. XXVII of 1966) to Mr. Walter D. Lopes through P.A. Holder Mr. Kenneth N. D'souza.

This drawing shall be read with the conditions mentioned in the , dt. 16/02/2005. letter No.CIDCO/VVSR/CC/8P-3689/E/1216 detail of the building are grown below.

Location 1)

: S.No.22, H.No.7.8, S.No. 23. H.No.6 & /. S.No.24 & 25. Village Gokhivare.

Gross plot area 2)

: 13230.00 Sa.m. 2457.12 Sq.m.

Lassia) D.P. Road Mase: (1100 : b) Nalla Reservati

404.05 Sq.in.

C/ R.G. ⊕ 10%

Sa.m. 1036.88

d) C.F.C. 5%

518.44 Sq.m. Sq.m. 8813.51

Net Plot Area 4)

FSI Permissible

51 Built up area permissible 5)

Built up area proposed 7)

No. of Buildings 8)

Contd... 2.

ो कार्यालय : 'निर्मल', दुसरा मजला, नरीमन पॉईंट, मुंबई - ४०० c> - दूरव्यनी : २२०२ ९९६६ - फूर्क्स कर् ५-२२-२२०२ २५०० ः सिडको भवन, सी.बी.डी.-बेलापूर, नवी गुंबई - ४०० ६१४: दूरध्यनी : ५५९१ ८१०० • फक्स : ००-१५-००-५५११ ८१६६



व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

अबिका कमर्शियल कॉम्प्लेक्स, दूसरा गजला, वसई (पूर्व), जि. ठाणे ४०१ २१० दूरघ्वनी : (कोड - ९५२५०) - २३९०४८६ / २३९०४८७ पॅवस : (कोड - ९५२५०) २३९०४६६

वद्यं क्र.:

दिनांक :

This order is to be read along with the accompanying drawings with this letter. This certificate shall remain valid for a period of one year commencing from the date of its issue.

the amount of this Rs.67.4/5/- (Rupees Sixty seven thousand four hundred seventy five only) deposited vide challan No.9922 dated 12/02/2005 with CIDCO as interest free Security Deposit shall be forfeited either in whole or in part at the absolute discretion of the Corporation for breach of any other building Control Regulations & Conditions attached to the permission covered by the Commencement Certificate. Such forfeiture shall be without prejudice to any other remedial right of the Corporation.

fou shall construct the retaining wall along the channel by leaving 41 mts. as shown in the plan before applying for plinth completion certificate.

Encl: a/a.

dr& faithfully,

ASSOCIALE PLANNER/ADDL. IPU

c.c. to:

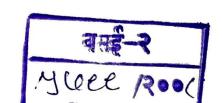
Project Consultants
G-7.8. Wing D. Sethi Palace
Ambadi Road, Vasai (W)
Taluka Vasai, Dist : Thane.

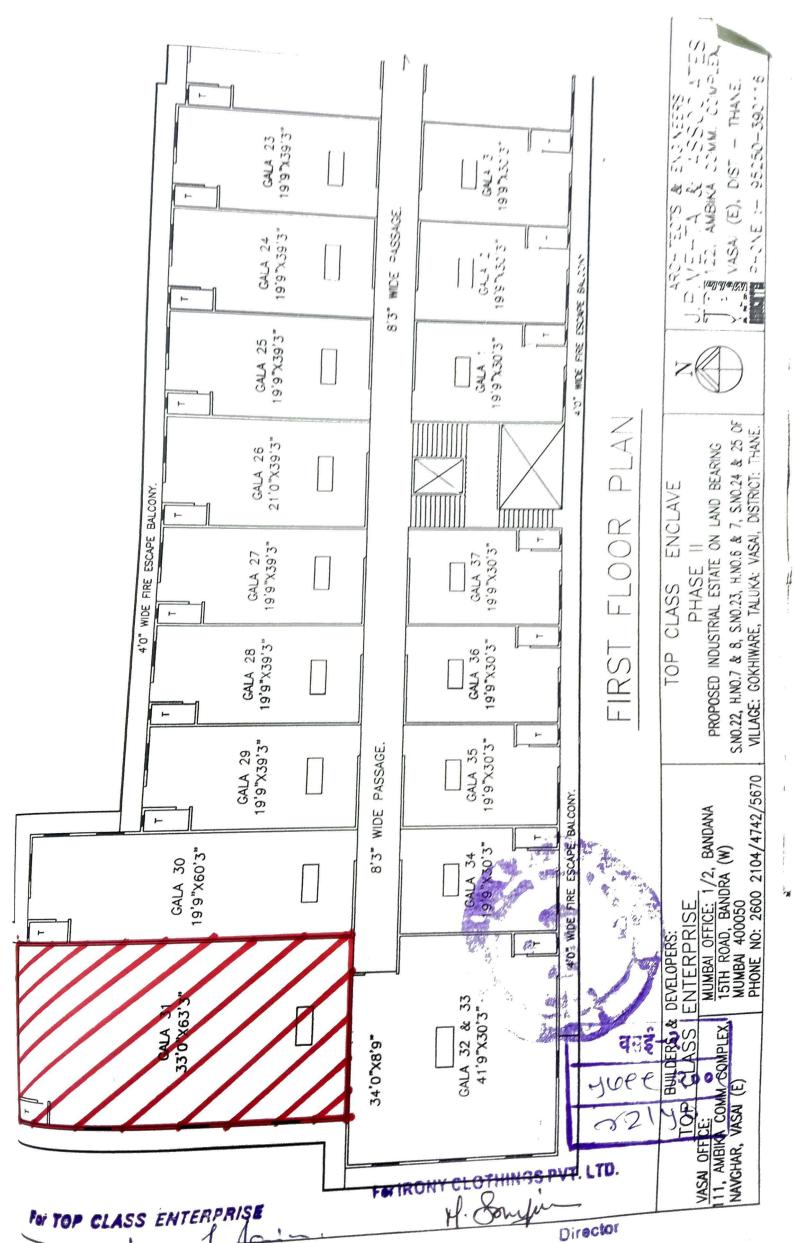
The Collector.
 Ortice of the Collector. India

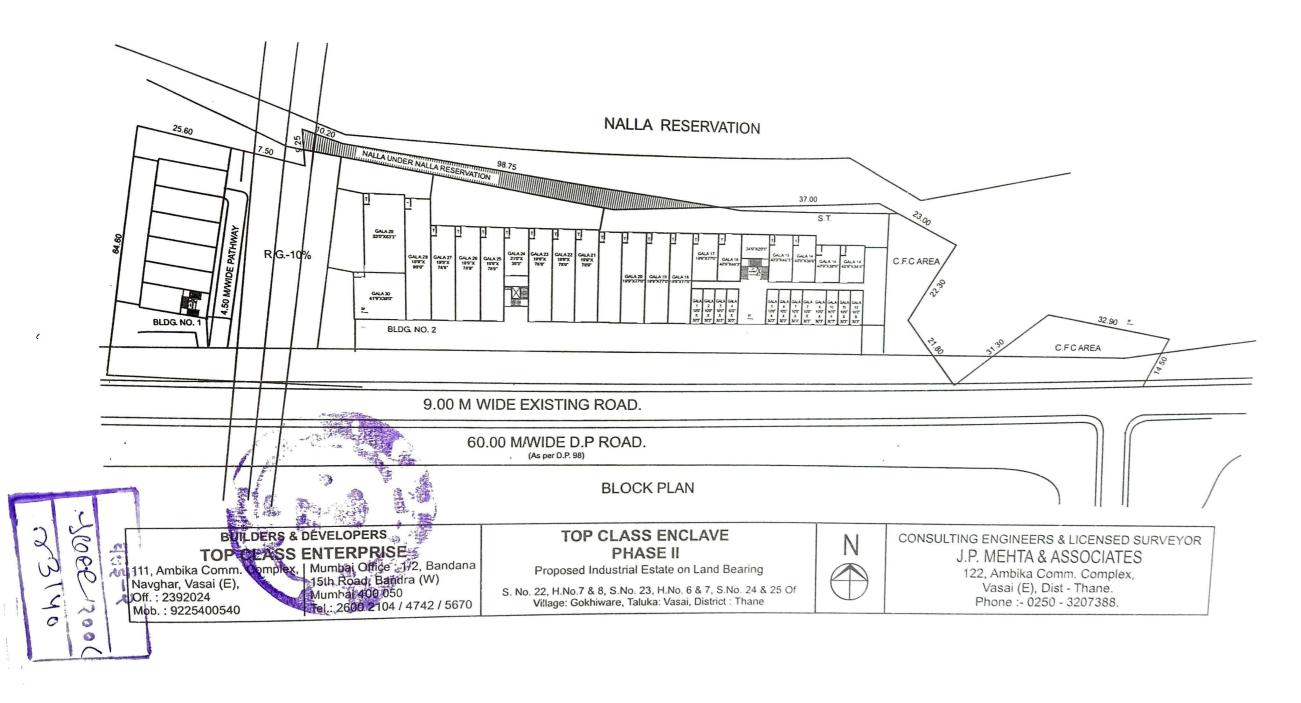
The Tahasildar
 Office of the Tahasildar, Vasai

4. CUC (VV)

^{जार्यालय}ः 'निर्मल', दुसरा मजला, नरीमन पॉईंट, मुंबई - ४०० ०२१. दूरध्वनीः २२०२ ९१९७ **- जिल्ला ००-**९४-२२-२२०२ २५०९ ^{ला}ः सिंडको भवन सी.बी डी.-बेलापूर, नवी मुंबई - ४०० ६१४. दूरध्वनीः ५५९१ ८१०० • फॅक्सः ००-९१-२२-५५९१ ८१६६







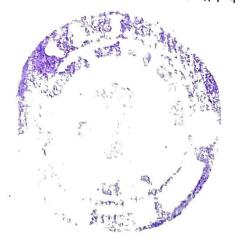
.3689/SHEET NO-1 BETHERD THAT THE BUILDING PLANS SUBJUTIED TUR APPROVAL SATISTY CONSTRUCTED IN SEISMIC ZONE-III IS CORRECT TO THE BEST OF OUR KNOWLEDGE AND UNDERSTANDING. IT IS ALSO CERTIFIED THAT THE STRUCTURAL DESIGN INCLUDING SAFETY FROM NATURAL HAZARDS HAS BEEN PREPARED BY DUEY QUALIFIED STRUCTURAL ENGINEER AT LEAST, B.E. (CIVIL) OR EQUIVALENT THIS PLAN SHALL NOT BE CONSIDERED AS A PROOF SIGNATURE OF LICENSED SURVEYOR OF OWNERSHIP FOR ANY STAMP OF APPROVAL OF PLANS STAMP OF ISPLIFESTIMENTATION OF THANS LAW. Appreved as amended in..... Subject to the Conditions mentioned in this Office letter No. CIDCO/YYSRICCI&P-9684/E/1318 Dated. 16/02/2005 ASSOCIATE PLANNER (VVSR) CIDCO LIMITED. AMBIKA COMMERCIAL PROPERTY BLDG. ON LAND BEARING S.NO.22, H.NO-7, 8, 24&25 OF VILL-GOKHIWARE; TAL-VASAI; DIST-THANE SIGNATURE OF APPLICANT NAME OFOWNER ARPLICANT Mr. KENNET N. D'SOUZA THRO' JOB. NO 18401/2005 BP.NO-36885 DICIAL COMPLEX. FILE.NO-\$89 DRAWING COMBINATION SECOND FLORAL LEAST. 1 QE 5 SECOND FLORAL LAST. SANJAW NARANG EN-CON LICENSED SURVEYOR Architectural & Structure Works 1/13 NORTH LINE Project Consultants G 7.8 D WING, SETHIC PALACE, AMBADI R VASHEROAD (WEST) 401 202 PHONE: 912-336318, 33340 CHECKED BY E-mailtencon Obern 5. vsnl. natin A12/D/SANTHOSH/INDUSTING KENNE SOUZ

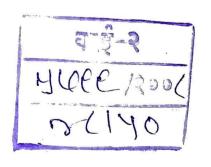
घोषणापत्र

·····································
मी अने हैं। अहर जिस्ती की, दुस्यम निबंधक कार्यालयात
कार्यालयात
नोंदणीसाठी सादर करामा यांचे
भारति है। राज्य राज्य राज्य है।
नोंदणीसाठी सादर करण्यात आला आहे. श्री भे ट्राप काराम प्रदेश क्रिकाचा दस्त भूग श्री श्री व इ. यांनी दिनांक 6192195
नोंदणीसाठी सादर करण्यात आला आहे. श्री भे दोष पाटा क्रिकाचा दस्त श्री भे दोष पाटा क्रिकाचा दस्त दिलेल्या कुळमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर क्रिका रोजी मला
दिलेल्या कुळमुखत्यारपत्राच्या आधारे मी, सदर दस्त नींदणीस सादर केला आहे. निष्पादीत रदद केलेले नाही किंवा कुळमुखत्यारपत्र लिहून देणार यांनी कुळमुखत्यारपत्र नाही किंवा अन्य कोणलगरी
रदद केलेले नाही किंवा कुळमुखत्यारपत्र लिहून देणार यांनी कुळमुखत्यारपत्र नाही किंवा अन्य कोणत्याही कारणामूळे कुळमुखत्यारपत्र रददगार केला आहे. निष्पादीत नाही किंवा अन्य कोणत्याही कारणामूळे कुळमुखत्यारपत्र रददगार कोणीही मयत झालेले
3 3 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
कुळमुखत्यारपत्र पूर्णपणे केले असून उपरोक्त करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम 1908 हो
कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम 1908 चे कलम 82 अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

दिनांक : 121 5108

कुळमुख्क्यारपत्राधारकांचे नाव व सही







: 1/2, 384 Bandana, 15th Rd., Bandra, Mumbai - 50. E-mail: nawanys@vsnl.com Telefax : 022 - 26004742 / 5670 / 5388 Office : 111, Ambika Comm. Complex, Navghar, Vasai (E), Dist. Thane - 401 210. Tel. : 95250 - 2392024

Date: 07th February 2009

TO WHOMSOEVER IT MAY CONCERN

This is to confirm that we have given possession to M/s Irony Clothing Pvt Ltd through Director Smt Srujana Yedidha for Unit No. F-31 on First Floor in Topclass Enclave" Building Situated on Plot bearing Sr. No. 22,23,24,25. Village Gokhiware, Sativali Road, Taluka: Vasai (E), Dist: Thane.

We also confirm that we have received full and final payment towards the said Unit.

For Topclass Enterprise

Sheilern. J. Join.

PARTNER