



## सूची क्र. दोन INDEX NO. II

गावाचे नाव : खारघर

- (1) विलेखाचा प्रकार, भोवदल्याचे स्वरूप करारनामा  
व बाजारभाव (भाडेपट्ट्याच्या करारनामा  
बाबतीत पट्टाकार आकारणी देतो  
की पट्टेदार ते नमूद करावे) गोबदला रु. 650,000.00  
वा.मा. रु. 1,358,280.00
- (2) भू-भाषण, पोटहिरसा व घरक्रमांक (1) वर्णन: दुकान क्र.28, तळ मजला, गिरीराज होरायझन, फ्लॉट क्र.43ए, 43बी,44बी,से.20  
(असल्यास) खारघर,ता.पन्वेल,जि.रायगड,  
तळ मजला अधिक 18 मजल्यांची इमारत
- (3)क्षेत्रफळ (1)406 चौ.फुट बिल्टअप
- (4) आकारणी किंवा जुडी देण्यात असेल (1)-  
तेव्हा
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे (1) - मे/- गिरीराज डेव्हलपर्स तर्फे मागीदार वसंत देवजी पटेल ; घर/फ्लॉट नं. 2 व ;  
व संपूर्ण पत्ता नाव किंवा दिवाणी गोकूलेश धाम को.ऑप.हौ.सोसा.लि., फ्लॉट क्र.91, से.5, धनसोळी, नवी मुंबई ; गल्ली/रस्ता:  
न्यायालयाचा हुकुमनामा किंवा आदेश ईमारतीचे नाव: - ; ईमारत नं: - ; पेट/वसाहत: - ; शहर/गाव: - ; तालुका: - ; पिन: - ; पॅन नं  
असल्यास, प्रतिवादीचे नाव व एएफएफजी4761आर.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे (1) अशोक राम राज पाल - ; घर/फ्लॉट नं: बी 2/10/05, मिल्लेनियम टॉवर, सेक्टर क्र.5  
नाव व संपूर्ण पत्ता किंवा दिवाणी सानपाडा, नवी मुंबई; गल्ली/रस्ता: - ; ईमारतीचे नाव: - ; ईमारत नं: - ; पेट/वसाहत: - ;  
न्यायालयाचा हुकुमनामा किंवा आदेश शहर/गाव: - ; तालुका: - ; पिन: - ; पॅन नम्बर: एओएनएसपी 5/8/एव.  
असल्यास, वादीचे नाव व संपूर्ण पत्ता
- (7) दिनांक करून दिल्याचा 19/11/2007
- (8) नोंदणीचा 23/11/2007
- (9) अनुक्रमांक, खंड व पृष्ठ 9241 /2007
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 81496.80
- (11) बाजारभावाप्रमाणे नोंदणी शुल्क रु 13590.00
- (12) शेरा

दुय्यम निबंधक, पन्वेल-१ (वर्ग-२)





Friday, November 23, 2007

5:43:11 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 9243

गावाचे नाव खारघर

दिनांक 23/11/2007

दस्तऐवजाचा अनुक्रमांक

पवली - 09242 - --2007

दस्ता ऐवजाचा प्रकार

करारनामा

करारनामा

सादर करणाऱ्याचे नाव: सुरेश रामराव इटकापल्ले - -

नोंदणी फी

:-

13590 00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),

:-

980 00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (48)

एकूण

रु.

14550.00

आपणास हा दस्त अंदाजे 5:57PM ह्या वेळेस मिळेल

दुर्गम निबधक

पनवेल

बाजार मुल्य 1358280 रु. मोबदला 650000 रु.

भरलेले मुद्रांक शुल्क 81500 रु.

देयकाचा प्रकार डीडी/चमकड्डारे

बँकेचे नाव व पत्ता जनकल्ला सहकार बँक लि पनवेल

डीडी/चमकड्ड क्रमांक 0102483, रक्कम 13600 रु; दिनांक 13/11/2007

**ICICI Bank**  
Customer Copy

Deposit Br. \_\_\_\_\_ Date 16/11/2007  
Pay to : ICICI Bank Ltd. A/C Stamp Duty

Frinking Value	Rs.	81500/-
Service Charges	Rs.	10/-
Total	Rs.	81510/-

Name of Stamp duty paying party:  
Ashok Ram Raj Patel

Sampada

Received with Thanks [Signature]  
Rs. \_\_\_\_\_  
Towards Payment of Stamp Duty

DD / Cheque No. \_\_\_\_\_  
Drawn on Bank \_\_\_\_\_

(For Bank's Use only)  
ICICI BANK LTD. PANVEL  
Stamp ID: \_\_\_\_\_  
Frinking ID: \_\_\_\_\_  
Officer: \_\_\_\_\_

**FRANKING DEPOSIT SLIP**

**AGREEMENT TO SALE**

THIS ARTICLE OF AGREEMENT made at Navi Mumbai this 19<sup>th</sup> day of November, 2007, between **M/S. GIRIRAJ DEVELOPERS**, a Partnership firm, duly registered under the provisions of Indian Partnership Act, 1932, having its principal place of business at Shop No.-2 & 3, Gokulesh Dham Co-op. Hsg. Soc. Ltd., Plot No.-91, Sector No.-5, Ghansoli, Navi Mumbai, hereinafter called **"THE BUILDERS"** (Which expression shall unless it be repugnant

FOR ICICI BANK PANVEL BRANCH  
Panvel Matharan Road,  
New Panvel-410 206.  
D-5/ST/PIV/C.R.1011/16/2005/736  
Authorised Signatory  
Sonal Simari

ICICI Bank Ltd. Neel Avenue.

[Signature]



[Signature]

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भारत 68024  
155794  
INDIA STAMP DUTY MAHARASHTRA

भारत 68024  
155794  
R. 00815001-PB5345  
NOV 16 2007  
SPECIAL ADHESIVE  
16:19







AND WHERESEAS the state Government has acquired land within the delineated area of Navi Mumbai and vested the same in the Corporation by an Order duly made in that behalf as per the provisions of Section 113 of the said Act;

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

AND WHEREAS SMT. YASHODA ASHOK THAKUR & FOUR OTHERS, SHRI JANU LADAKAY PATIL & NINE OTHERS and SMT. RADHABAI BALYA BHAGAT & TWO OTHERS (hereinafter referred to as "THE ORIGINAL LICENSEES") had been allotted the Plots of Land by the said Corporation bearing numbers 43A, 43B & 44B under 12.5% erstwhile Gaothan Expansion Scheme of CIDCO admeasuring 1850.10 Sq. Mts., 2850 Sq. Mts. and 1150 Sq. Mts. respectively, all the three plots situated at Sector No.-20, Kharghar, Navi Mumbai and more particularly described in the first schedule hereunder written (hereinafter referred to as "THE SAID PROPERTY") on the terms and conditions including the conditions of lease of the said Property as set out therein.

AND WHEREAS SMT. YASHODA ASHOK THAKUR & FOUR OTHERS, SHRI JANU LADAKAY PATIL & NINE OTHERS

*Attested*

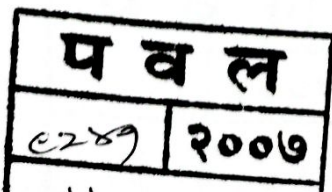
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and SMT. RADHABAI BALYA BHAGAT & TWO OTHERS paid to the Corporation the sum of Rs.25,225/- (Rupees Twenty Five Thousand Two Hundred Twenty Five Only), Rs.35,625/- (Rupees Thirty Five Thousand Six Hundred Twenty Five Only) and Rs.16,100/- (Rupees Sixteen Thousand One Hundred Only) respectively as and by way of full and final payment of Lease Premium and entered into 3 (Three) Agreements to Lease dated 07/07/2004, 30/09/2003 and 21/02/2003 respectively and after construction of the building(s) on the said plots, the Corporation shall execute the Lease Deed in favour of the Licensees granting the lease of the said plots to the Licensees for a period of 60 (sixty) years from the date of said Agreements to Lease;

AND WHEREAS the said Original Licensees SMT. YASHODA ASHOK THAKUR & FOUR OTHERS, SHRI JANU LADAKAY PATIL & NINE OTHERS and SMT. RADHABAI BALYA BHAGAT & TWO OTHERS by virtue of the 3 (Three) Tripartite Agreements dated 10/02/2005, 23/12/2004 and 23/08/2004 respectively, have sold, transferred and assigned their rights, title, interest and benefits of the said Plots of land in favour of M/S. GIRIRAJ DEVELOPERS, the Builders herein, therein referred to as "THE NEW LICENSEES") as per the terms and conditions mentioned therein and CIDCO vide its 3 (Three) letters dated 24/02/2005, 07/01/2005 and 24/02/2005 has substituted the Builders herein instead and in place of the aforesaid Original Licensees.

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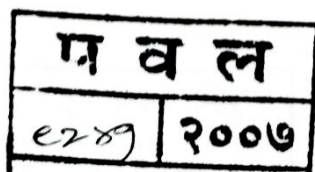
AND WHEREAS by virtue of the aforesaid Agreements to Lease and Tripartite Agreements, the Builders are absolutely seized and possessed of and well and sufficiently entitled to the said plots of land.

AND WHEREAS at the specific request made by the Builders to the Corporation for amalgamation of the said plots of land, the Corporation permitted the Builders herein to amalgamate the said plots of land for purpose of construction of the buildings on the said plots of land and issued commencement certificate dated 20/07/2005 bearing reference number CIDCO/BP/ATPO/1092.

AND WHEREAS by virtue of the said Agreements the Builders have sole and exclusive right to alienate, sell and/or dispose off the flats, shops and other units in the proposed building(s) to be constructed on the said plots of land and to enter into Agreement(s) with the Purchaser(s) of the said flats, shops and other units therein and receive the sale price in respect thereof;

AND WHEREAS the Builders propose to construct the residential cum commercial building(s) as per the plans sanctioned and the development permission granted by the Corporation including such additions, modifications, revisions, alterations, therein if any, from time to time as may be approved by the Planning Authorities;

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AND WHEREAS the Builders expressed their intention to dispose off the Flats/Shops/Other Units in the proposed new building to be known as 'GIRIRAJ HORIZON' to the prospective buyer.

AND WHEREAS at the request of the Purchaser(s) the Builders have agreed to sell to the Purchaser(s) the Flat/Shop bearing number 28, \_\_\_\_\_ Wing, Ground Floor in the said building known as 'GIRIRAJ HORIZON' being constructed on the portion of the said land having approximate Carpet area of 338 Sq. Ft. including the area of balcony as agreed to by and between them which is hereinafter referred to as "THE SAID PREMISES" as per the floor plan annexed hereto and marked as 'Annexure-A'. However for the purpose of calculation of stamp duty the Built up area of the said Flat/Shop is 406 Sq. Ft.

AND WHEREAS the Purchaser(s) has/have agreed to pay price/consideration in respect of the said flat/shop in accordance with the provisions of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 and in accordance with the progress of the construction work of the said building(s);

AND WHEREAS this Agreement is made in accordance with the provisions of Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sales, Management and Transfer) Act, 1963 and the rules framed there under including the model form of Agreement prescribed therein;

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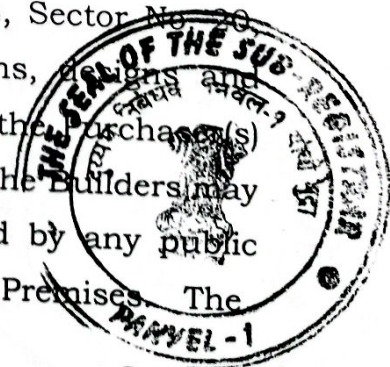


AND WHEREAS by executing this agreement the Purchaser(s) has/have accorded his/her/their consent, whereby the Builders will be entitled to make such alterations in the structures in respect of the said Premises agreed to be purchased/ acquired by the purchaser(s) and/or the building/s as may be necessary and expedient in the opinion of their Architect/Engineer;

AND WHEREAS the Builders have given inspection to the purchaser(s) of the said Agreements to Lease and Tripartite Agreements and the plans sanctioned and Commencement Certificate issued by the Corporation, designs and specifications, letters, documents and all other papers as required under the provisions of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, and the rules framed there under;

**Now this Indenture witnesseth and it is hereby agreed by and between the Parties hereto as follows:**

1) The Builders shall under normal conditions construct buildings known as 'GIRIRAJ HORIZON' on the plot of land bearing Nos.-43A, 43B & 44B, Sector No. 20, Kharghar, Navi Mumbai, as per the plans, Specifications and Specifications inspected and approved by the Purchaser(s) with such variations and modifications as the Builders may consider necessary or as may be required by any public authority to be made in any of the Premises. The



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Clubs etc., will be permitted only upon written consent of the Builders is obtained in advance by the Purchasers for carrying out the said business. The Shops/Commercial units purchasers shall used the said shops/Commercial units only for the purpose of their business permitted and allowed by the Builders/CIDCO/Society and other than the same, the Purchasers shall obtain the necessary permission sanctions from the Builders/CIDCO/Society.

47) The Purchaser(s) undertake to pay increase in taxes, water charges, insurance and such other levies, if any, which are imposed by the Concerned Local Authority and/or Government and/or other public authority.

**FIRST SCHEDULE**

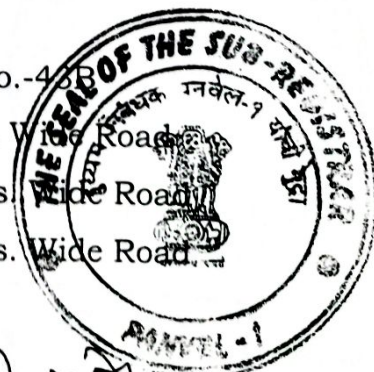
**DISCRIPTION OF THE PROPERTY**

**The Schedule above referred to**

All the piece and parcel of Land known as Plot No.-43A, situated at Sector No.-20, Village-Kharghar, Tal. -Panvel, Dist.-Raigad, totally admeasuring 1850.10 Sq. Mts. or thereabouts and bounded as follows:

On or towards the North by : Plot No.-43A  
On or towards the South by : 3 Mts. Wide Road  
On or towards the East by : 35 Mts. Wide Road  
On or towards the West by : 11 Mts. Wide Road

*[Handwritten Signature]*



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**The Schedule above referred to**

All the piece and parcel of Land known as Plot No.-43B situated at Sector No.-20, Village-Kharghar, Tal.-Panvel, Dist.-Raigad, admeasuring 2850 Sq. Mts. or thereabouts and bounded as follows:

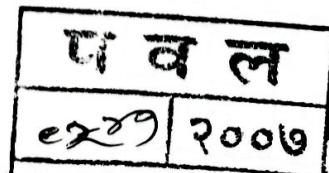
On or towards the North by : Plot No.-44A & 44B  
On or towards the South by : Plot No.-43A  
On or towards the East by : 35 Mts. Wide Road  
On or towards the West by : 11 Mts. Wide Road

**The Schedule above referred to**

All the piece and parcel of Land known as Plot No.-44B situated at Sector No.-20, Village-Kharghar, Tal.-Panvel, Dist.-Raigad, admeasuring 1150 Sq. Mts. or thereabouts and bounded as follows:

On or towards the North by : Plot No.-45  
On or towards the South by : Plot No.-43  
On or towards the East by : 35 Mts. Wide Road  
On or towards the West by : 11 Mts. Wide Road

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**SECOND SCHEDULE**

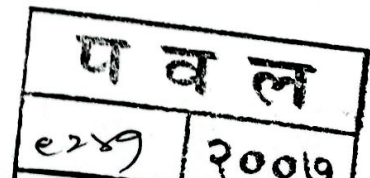
AMENITIES

PLOT NOS.-43A, 43B & 44B, SECTOR-20, KHARGHAR

1. 2' X 2' vitrified Flooring in all the Rooms.
2. Granite Kitchen Platform with stain-less steel sink and Full glazed tiles in Kitchen, Bath and Toilets.
3. Concealed plumbing with C. P. fittings.
4. Toilets with designer tiles and geyser.
5. Best quality sanitary ware with counter top wash basin.
6. Concealed electrical wiring with modular accessories.
7. Wooden door frames with decorative flush doors and designer entrance door.
8. Toilets with door frame of marbles and FRP doors.
9. T.V., A.C. and Telephone points in living room and all bed rooms.
10. Anodized aluminum sliding windows with granite window frame.
11. Intercom and high-speed broadband Internet point provided to every flat.
12. Interior finished with POP mouldings and decorative paint on walls.

*[Handwritten signature]*

*[Handwritten signature]*



IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day, month and year first above written.

SIGNED, SEALED & DELIVERED )  
BY THE WITHINNAMED BUILDERS )  
M/S. GIRIRAJ DEVELOPERS )  
**MR. VASANT D PATEL.**  
**Pan No. AAFFG4761R**

9/20/11-8/1/11

IN THE PRESENCE OF

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED, SEALED & DELIVERED BY)  
THE WITHINNAMED PURCHASERS)

Ashok Ram Raj Patel 18/11/11-36

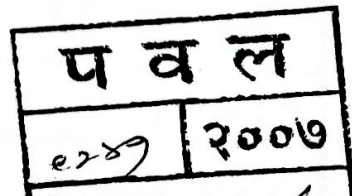
Ashok Ram Raj Patel

**Pan No. A0N5P5787H**

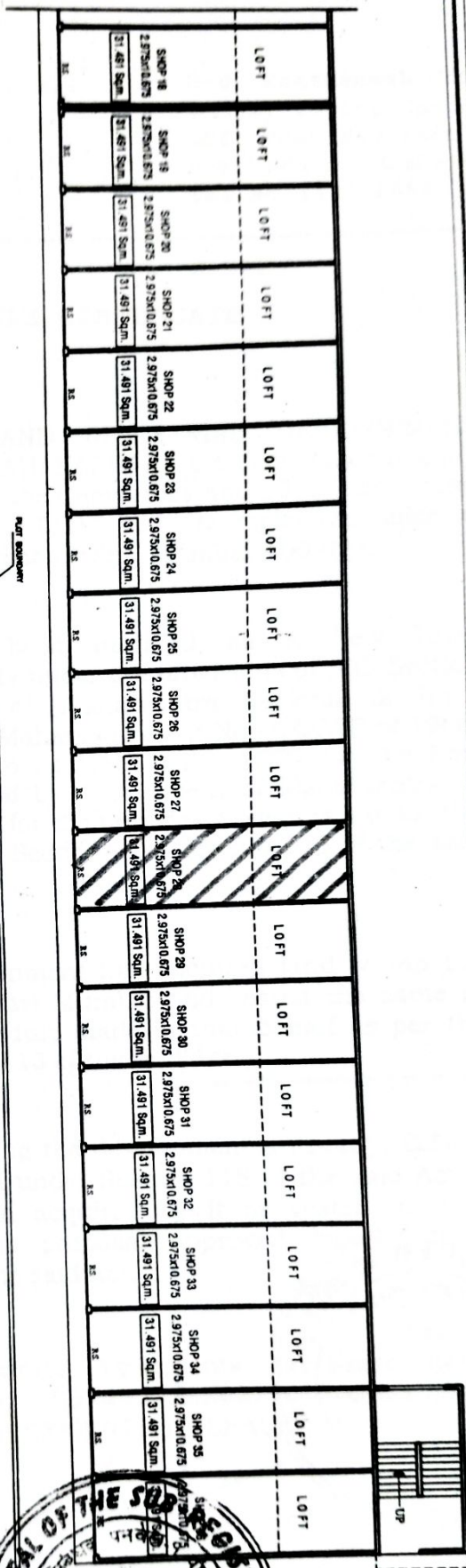
**Pan No. \_\_\_\_\_**

IN THE PRESENCE OF

\_\_\_\_\_  
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\_\_\_\_\_







35.00M W I D E R O A D

**GROUND FLOOR PLAN**

**PROPOSED RESIDENTIAL CUM COMMERCIAL BUILDING ON PLOT NO.43A, 43B, 44B, SECTOR 99 KHARGHAR, NAVI MUMBAI.**

SHOP NO	298	SIGNATURE OF PURCHASER		DEVELOPERS	
FLOOR & AREAS	Carpet Area	SIGNATURE OF VENDOR		PROPOSED COMMERCIAL CUM RESIDENTIAL BUILDING ON PLOT NO. 43A, 43B, 44B, SECTOR 19, KHARGHAR, NAVI MUMBAI.	ARCHITECT Santosh V. Ahuja
CARPET AREA				FOR M/S GIRRAJ DEVELOPERS	Address: Ashokra, C-2, 1st floor, sector 17, Vashi, Navi Mumbai - 400 705. Tel: 2789 8644 Mob: 9821196129 email: vnsatish3004@gmail.com
BUILT UP AREA					
TERRACE AREA					
TOTAL					



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2789 2009  
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**CIDCO****CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED**

REGD. OFFICE :

"NIRMAL", 2nd Floor, Nariman Point,  
Mumbai - 400 021.  
PHONE : (Reception) 00-91-22-5650 0900  
00-91-22-5650 0928  
FAX : 00-91-22-2202 2509 / 5650 0933

HEAD OFFICE :

CIDCO Bhavan, CBD-Belapur,  
Navi Mumbai - 400 614.  
PHONE : 00-91-22-5591 8100  
FAX : 00-91-22-5591 8166

Ref. No.

CIDCO/BP/ATPO/1091  
M/s Giriraj Developers  
Shop No. 2/3, Plot No.91, Sector-5, Ghansoli.  
NAVI MUMBAI

Date: 20/7/2005

**ASSESSMENT ORDER NO.160/2005-2006 REGISTER NO.01 PAGE NO.160**

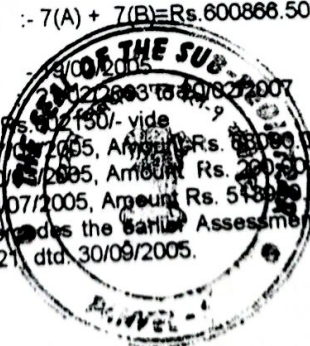
SUB:- Payment of development charges for Residential Building on  
Plot no.43A, 43B & 44B, Sector -20 at Kharghar (12.5% scheme)

- REF:-1) Your architect's application dated 20/04/2005.  
2) C.C. granted by this office vide letter No.487, dtd. 30/03/2005  
for Plot No. 44B, Sector-20, Kharghar (12.5% Scheme)  
3) Fire NOC issued vide letter No.CIDCO/FIRE/KLM/691, dtd. 24/5/05  
4) MSEB approval vide letter No.EE/PNL-U/Tech./3338, dtd.29/06/2005  
5) IDC (50%) paid vide challan no. 113049, dtd. 17/03/2005 &  
Challan no. 1145648, dtd. 04/07/2005  
6) Revised PSIDC NOC, issued vide letter No.CIDCO  
/AEE(Elect.)/2005/953/230, dtd. 13/07/2005.

**ORDER OF ASSESSMENT OF DEVELOPMENT CHARGES.**  
(OFFICE ORDER NO. CIDCO./ADM/2449/DATED/18/11/92)

1.	Name of Assessee	:-M/s Giriraj Developers
2.	Location	:-Plot no.43A, 43B & 44B, Sec-20, Kharghar (12.5% scheme).
3.	Land use	:-Residential
4.	Plot area	:-5850.14 Sq. mtr's
5.	Permissible FSI	:-1.5
6.	<b>AREA FOR ASSESSMENT FOR COMMERCIAL</b>	:-
A)	Plot area	:- 834.758 Sq.mtrs..
i)	Built up area	:-1252.137 Sq.mtrs.
B)	<b>FOR RESIDENTIAL</b>	:-
i)	Plot area	:- 5015.382 Sq.mtrs.
ii)	Built up area	:- 7503.715 Sq.mtrs
7.	<b>DEVELOPMENT CHARGES FOR COMMERCIAL</b>	:-
A)	Plot area	:- 834.758 Sq.mtrs.X Rs.60/-=Rs. 50085.48
i)	Built up area	:- 1252.137 Sq.mtrs.X Rs.80/-=Rs.100170.96
ii)		TOTAL =Rs.150256.44
B)	<b>FOR RESIDENTIAL</b>	:-
i)	Plot area	:- 5015.382 Sq.mtrs.X Rs.30/-= Rs.150461.46
ii)	Built up area	:- 7503.715 Sq.mtrs X Rs.40/-= Rs.300148.60
		TOTAL =Rs.450610.06
8)	Total Assessed development charges	:- 7(A) + 7(B)=Rs.600866.50, Say Rs. 600687.00
9)	Date of Assessment	:- 20/07/2005
10)	Due date of completion	:- 30/09/2005
11)	Development charges paid of Rs. 12150/- vide	:-
	1. challan no. 113049, dtd. 17/03/2005, Amount Rs. 60085.48	:-
	2. Challan no. 112936, dtd. 30/03/2005, Amount Rs. 20000.00	:-
	3. Challan no. 114547, dtd. 04/07/2005, Amount Rs. 51365.00	:-

This Assessment Order supersedes the earlier Assessment Order issued by this office vide Assessment Order No.82 dtd. 30/09/2005.  
Yours faithfully,



(N.S. Swami) 20/07/05  
ADDL. TOWN PLANNING OFFICER  
Navi Mumbai & Khopta

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२६/७/०५	



**CIDCO****REGIONAL AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED****REGD. OFFICE :**

"NIRMAL", 2nd Floor, Nariman Point,  
Mumbai - 400 021.  
PHONE : (Reception) 00-91-22-5650 0900  
00-91-22-5650 0928  
FAX : 00-91-22-2202 2509 / 5650 0933

**HEAD OFFICE :**

CIDCO Bhavan, CBD-Belapur,  
Navi Mumbai - 400 614.  
PHONE : 00-91-22-5591 8100  
FAX : 00-91-22-5591 8166

**Ref. No.****CIDCO/BPIATPOI/1092****Date : 20/7/2005**

To,  
M/s Giriraj Developers,  
Shop No. 2/3, Plot No.91,  
Sector-5, Ghansoli.  
NAVI MUMBAI.

**Sub:-Amended approval to revised plan for Residential Building on Plot no. 43A, 43B & 44B, Sector -20 at Kharghar (12.5% scheme).**

- Ref:-1) Your architects application dated.20/04/2005**  
2) C.C. granted by this office vide letter No.487, dtd. 30/03/2005 for Plot No. 44B, Sector-20, Kharghar (12.5% Scheme)  
3) Fire NOC issued vide letter No.CIDCO/FIRE/KLM/691, dtd. 24/5/05  
4) MSEB approval vide letter No.EE/PNL-U/Tech./3338, dtd.29/06/2005  
5) IDC (50%) paid vide challan no. 113049, dtd. 17/03/2005 & Challan no. 1145648, dtd. 04/07/2005  
6) Revised PSIDC NOC, issued vide letter No.CIDCO /AEE(Elect.)/2005/953/230, dtd. 13/07/2005.

Sir,

Please refer to your application for amended approval for Residential Building on Plot no.43A, 43B & 44B, Sector -20 at Kharghar(12.5% scheme), Navi Mumbai.

The amended approval is hereby granted to construct Residential Building on the plot mentioned above.

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

The approval for plumbing services i.e. drainage and water supply shall be separately obtained by the applicant from the Executive Engineer, Kharghar(12.5% scheme), CIDCO prior to the commencement of the construction Work.

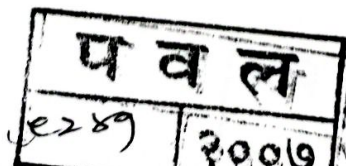
You will ensure that the building materials will not be stacked on the road during the construction period.

This set of approved plans supercedes all the plans approved earlier.

Thanking you,

Yours faithfully,

*(N.S. Swami) 20/7/05*  
ADDL.TOWN PLANNING OFFICER  
Navi Mumbai, Khopta



REF.NO.CIDCO/ATPO/11092

20/7/2005

CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD.

COMMENCEMENT CERTIFICATE

Permission is hereby granted under section-45 of the Maharashtra Regional and Town Planning Act., 1966 (Maharashtra XXIVII) of 1966 to \_\_\_\_\_

M/S GIRIRAJ DEVELOPERS.

Unit/Plot No 43A, 43B & 44B Road No. —, Sector 20 Node GES, Kharghar of

Navi Mumbai. As per the approved plans and subject to the following conditions for the development work of the proposed Residential Bldg (G+18FL)

Net Resi BUA = 7503.715 m<sup>2</sup>, Net Comm BUA = 1252.137 m<sup>2</sup>  
Net B.U.A = 8755.852 m<sup>2</sup>

( Nos. of Residential Units 142 Nos. of Commercial units 48 )

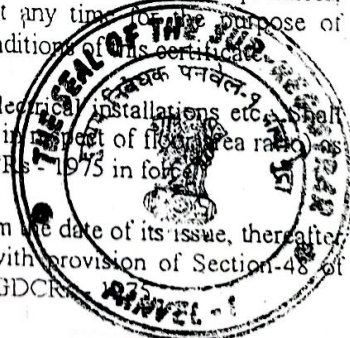
1. This Certificate is liable to be revoked by the Corporation if :-

- 1(a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the Sanctioned plans.
- 1(b) Any of the conditions subject to which the same is granted or any of the restrictions imposed upon by the Corporation is contravened.
- 1(c) The Managing Director is satisfied that the same is obtained by the applicant through fraud or Misrepresentation and the applicant and/or any person deriving title under him, in such an event shall be deemed to have carried out the development work in contravention of section-43 or 45 of the Maharashtra Regional and Town Planning Act-1966.

2. The applicant shall :

- 2(a) Give a notice to the Corporation for completion of development work upto plinth level, atleast 7 days before the commencement of the further work.
- 2(b) Give written notice to the Corporation regarding completion of the work.
- 2(c) Obtain Occupancy Certificate from the Corporation.
- 2(d) Permit authorised officers of the Corporation to enter the building or premises, for which the permission has been granted, at any time for the purpose of ensuring the building control Regulations and conditions of this certificate.

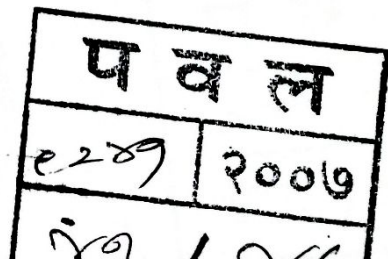
3. The structural design, building materials, installations, electrical installations etc. shall be in accordance with the provision (except for provision in respect of floor area ratio) as prescribed in the National Building Code or and / or GDCRs - 1973 in force.
4. The Certificate shall remain valid for period of 1 year from the date of its issue, thereafter revalidation of the same shall be done in accordance with provision of Section-48 of MRTP Act- 1966 and as per regulation no.16.1(2) of the GDCR.



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5. The conditions of this certificate shall be binding not only on the applicant but also on its successors and /or every person deriving title through or under him.
6. A certified copy of the approved plan shall be exhibited on site.
7. The amount of Rs. 30000/- deposited with CIDCO as security deposit shall be forfeited either in whole or in part at the absolute discretion of the Corporation for breach of any of the conditions attached to the permission covered by the Commencement Certificate. Such forfeiture shall be without prejudice to any other remedy or right of Corporation.
8. "Every Building shall be provided with under ground and over head water tank. The capacity of the tanks shall be as per norms fixed by CIDCO. In case of high rise buildings under ground and over head water tank shall be provided as per the fire fighting requirements of CIDCO. The applicant shall seek approval of the EE(Water Supply) of CIDCO in respect of capacity of domestic water tanks. The applicant shall seek approval of the Fire Officer of CIDCO in respect of capacity of water tanks for the fighting purpose".
9. You shall approach Executive Engineer, M.S.E.B. for the power requirements, location of transformer, if any, etc.
10. As per Govt. of Maharashtra memorandum vide No.TBP/4393/1504/C4-287/94, UD-11/RDP, Dated 19<sup>th</sup> July,1994 for all buildings following additional conditions shall apply.
  - i] As soon as the development permission for new construction or re-development is obtained by the Owners/Developer, he shall install a 'Display Board' on the conspicuous place on site indicating following details :-
    - a) Name and address of the owner/developer, Architect and Contractor.
    - b) Survey Number/City survey Number, Plot, Number/Sector & Node of Land under reference alongwith description of its boundaries.
    - c) Order Number and date of grant of development permission or re-development permission issued by the Planning Authority or any other authority.
    - d) Number of Residential flats/Commercial Units with areas.
    - e) Address where copies of detailed approved plans shall be available for inspection.
  - ii] A notice in the form of an advertisement, giving all the detailed mentioned in (i) above, shall be published in two widely circulated newspapers one of which should be in regional language.



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

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

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

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

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

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

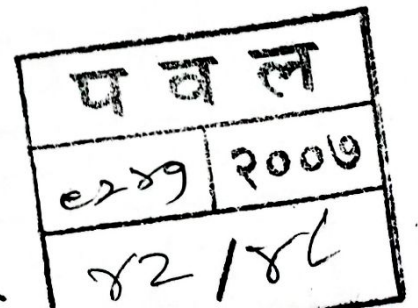
C.C.TO: ARCHITECT  
S.V. Ahuja

*[Signature]*  
20/07/05  
ADDL. TOWN PLANNING OFFICER  
Navi Mumbai & Khopta

*[Signature]*

C.C. TO: Separately to :

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





A. D. CHANDRA BOSE  
M.A., LL.B.  
Advocate High Court



B-6, Prathamesh CHS Ltd.,  
Bombay Dyeing Compound,  
Off: Veer Savarkar Marg,  
Prabhadevi, Mumbai-400 025.  
Tel.No.2437 1664

Date:

25

**TITLE CERTIFICATE**

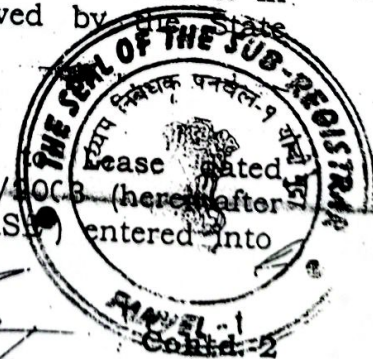
THAT THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED is a company within the meaning of the Companies Act, 1956, hereinafter referred to as "CIDCO LTD." with its registered office at Nirmal, 2<sup>nd</sup> Floor, Nariman Point, Mumbai-400 021.

That CIDCO has been declared as a New Town Development Authority under the provisions of Sub-Section 3A of Section 113 of (Maharashtra Regional & Town Planning Act, 1966) (Maharashtra Act No.-XXXVIII of 1966, hereinafter referred to as "THE SAID ACT") for the New Town of Navi Mumbai by Government of Maharashtra in exercise of its powers for the area designated as site for the new town under Sub Section (i) of Section 113 of the said Act.

That the State Government has acquired land within the designated area of Navi Mumbai and vested the same in CIDCO by an Order duly made in that behalf as per the provisions of Section 113 of the said Act.

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

By 3 (Three) separate Agreements  
07/07/2004, 30/09/2003 and 21/02/2003  
called "THE SAID AGREEMENTS TO LEASE"



*[Handwritten signature]*  
07/07/2004

Vashi Office: Bose & Co., Advocates High Court -  
Sector-1, Vashi, Navi Mumbai-400 703-PH: 2437 1664, 2437 1662

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A. D. CHANDRA BOSE  
M.A., LL.B.  
Advocate High Court

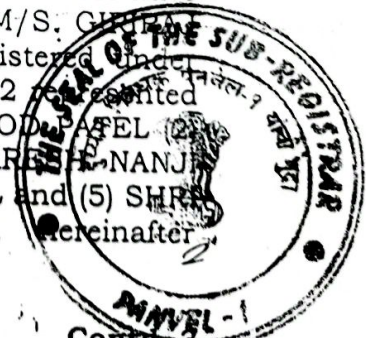
B-6, Prathamesh CHS Ltd.,  
Bombay Dyeing Compound,  
Off: Veer Savarkar Marg,  
Prabhadevi, Mumbai-400 025.  
Tel.No. 2437 1664

Date:

: 2 :

between THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED (therein and hereinafter referred to as "THE CORPORATION") of the One Part and SMT. YASHODA ASHOK THAKUR & FOUR OTHERS, SHRI JANU LADAKAY PATIL & NINE OTHERS and SMT. RADHABAI BALYA BHAGAT & TWO OTHERS respectively (hereinafter referred to as "THE ORIGINAL LICENSEES" in their respective agreements) therein separately referred to as "THE LICENSEES" in their respective agreements of the Other Part, the Corporation agreed to grant lease of the Plots of land bearing numbers 43A, 43B & 44B under 12.5% erstwhile Gaothan Expansion Scheme of CIDCO admeasuring 1850.10 Sq. Mts., 2850 Sq. Mts. and 1150 Sq. Mts. respectively, all the three plots situated at Sector No.-20, Kharghar, Navi Mumbai in favour of the aforesaid respective Original Licensees at or for the consideration as mentioned in the said Agreements to Lease and on performing and complying with all terms and conditions of the said Agreements to Lease, the Corporation on 07/07/2004, 30/09/2003 and 21/02/2003 placed the said plots in possession of the aforesaid respective Original Licensees.

By virtue of the three separate Tripartite Agreements dated 10/02/2005, 23/12/2004 and 23/08/2004, the rights, title, interest and benefits of the aforesaid three Plots have been transferred and assigned in favour of M/S. GURU DEVELOPERS, a Partnership firm, duly registered under the provisions of Indian Partnership Act, 1932 by its partners (1) SHRI KARSHAN RANCHHOD PATEL (2) SHRI VASANT DEVJI PATEL (3) SHRI HARESH NANJ PATEL (4) SHRI JETHLAL RANCHHOD PATEL, and (5) SHRI PIYUSH VASANT THAKKAR (therein and hereinafter



*[Handwritten Signature]*  
08/09/2005

Vashi Office: Bose & Co., Advocates High Court  
Sector-1, Vashi, Navi Mumbai-400 703-PH: 27823959, 55913542  
23-11/03/05  
2789 2009



A.D.CHANDRA BOSE  
M.A., LL.B.  
Advocate High Court

B-6, Prathamesh CHS Ltd.,  
Bombay Dyeing Compound,  
Off: Veer Savarkar Marg,  
Prabhadevi, Mumbai-400 025.  
Tel.No.2437 1664

Date:

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referred to as "THE NEW LICENSEES") as per the terms and conditions mentioned therein and CIDCO vide its letters dated 24/02/2005, 07/01/2005 and 24/02/2005 has substituted the New Licensees M/S. GIRIRAJ DEVELOPERS, a Partnership firm, represented by its partners (1) SHRI KARSHAN RANCHO PATEL (2) SHRI VASANT DEVJI PATEL (3) SHRI HARESH NANJI PATEL (4) SHRI JETHLAL RANCHO PATEL and (5) SHRI PIYUSH VASANT THAKKAR instead and in place of the aforesaid Original Licensees.

That upon the specific request of the said New Licensees CIDCO agreed to amalgamate the said Plots subject to compliance of certain terms and conditions and the New Licensees submitted the building plans through their Architect to the Corporation and the Corporation approved and sanctioned the building plans and issued a Commencement Certificate bearing number CIDCO/BP/ATPO/092, dated 20/07/2005 permitting the said New Licensees to construct the buildings on the aforesaid Plots on combined basis.

If the New Licensees have observed all the stipulations and conditions contained in the said Agreements to Lease, Tripartite Agreements, terms and conditions of the amalgamation of the plots and the commencement certificate and on the Town Planning Officer certifying that the buildings and works have been duly erected by the Licensees, CIDCO will grant a lease of the said land and buildings erected thereon for a term of 60 (sixty) years from the date of the aforesaid Agreements to Lease at the yearly rent of Rs.1/- (Rupees One Only).



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A. D. CHANDRA BOSE  
M.A., LL.B.  
Advocate High Court

B-6, Prathamesh CHS Ltd.,  
Bombay Dyeing Compound,  
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Prabhadevi, Mumbai-400 025.  
Tel.No.2437 1664

Date:

: 4 :

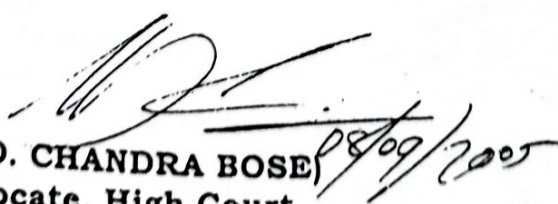
By virtue of the provisions contained in the aforesaid Agreements to Lease and the Tripartite Agreements, the aforesaid New Licensees shall be entitled to transfer or assign their rights and interest in and benefits under the said Agreements in favour of the Flat, Shop and Other Premises Purchasers provided that the New Licensees have complied with all the terms and conditions of the aforesaid Agreements to Lease and the Tripartite Agreements.

On the basis of above and on the basis of the documents placed before me and subject to what is stated above the title of M/S. GIRIRAJ DEVELOPERS, represented by its partners (1) SHRI KARSHAN RANCHHOD PATEL (2) SHRI VASANT DEVJI PATEL (3) SHRI HARESH NANJI PATEL (4) SHRI JETHLAL RANCHHOD PATEL and (5) SHRI PIYUSH VASANT THAKKAR in respect of the land described below is clear and marketable and free from all encumbrances.

**The Schedule above referred to**

All that piece or parcel of Land known as Plot Nos.-43A, 43B & 44B, Sector No.-20, Kharghar, Tal.-Parvel, Dist.-Raigad, totally admeasuring 5850.10 Sq. Mts. or thereabouts

Dated this 28<sup>th</sup> day of September, 2005.

  
(A. D. CHANDRA BOSE)  
Advocate, High Court.

  
D. CHANDRA BOSE  
M.A., LL.B.  
BOSE & CO.  
ADVOCATES HIGH COURT