



Saturday, January 16, 2010
12:25:17 PM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 537

गावाचे नाव खारघर

दिनांक 16/01/2010

दस्तऐवजाचा अनुक्रमांक

पवेल 3 - 00522 - 2010

दस्ता ऐवजाचा प्रकार

करारनामा



सादर करणाराचे नाव: अनुप नायडू

नोंदणी फी	:-	30000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (52)	:-	1040.00
एकूण	रु.	31040.00

आपणास हा दस्त अंदाजे 12:39PM ह्या वेळेस मिळेल

hacw
दुय्यम निबंधक
सह दु.नि.पनवेल 3

बाजार मुल्य: 7968500 रु. मोबदला: 7000000 रु.

भरलेले मुद्रांक शुल्क: 461000 रु.

देयकाचा प्रकार : डीडी/घनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: युनियन बँक ऑफ इंडिया;

डीडी/घनाकर्ष क्रमांक: 004987; एकूण रक्कम: 30000 रु.; दिनांक: 16/01/2010

मूळ दस्तऐवज मिळाला

hacw
लिपिक,
दुय्यम निबंधक, पनवेल-3

bank is not liable for anything related to the document



दुय्यम निबंधक: राह दु.नि.पनवेल 3

दस्तक्रमांक व वर्ष: 522/2010

नोंदणी 63 म.

Saturday, January 16, 2010

सूची क्र. दोन INDEX NO. II

Regn. 63 m.e.

12:27:23 PM

गावाचे नाव : खारधर

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रू. 7,000,000.00
बा.भा. रू. 7,968,500.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) वर्णन: विमागाचे नांव - खारधर , उप विभाग क्र. - 20/ 20 *** सदनिका क्र.1503, पंघरावा व सोळावा मजला,ए विंग, प्लॉट नं. 57, सेक्टर 20, टियन्स बिल्डींग, खारधर ता पनवेल जि रायगड *** 154.73 चौमी बिल्टअप + 15.61 चौमी टेरेस
- (3) क्षेत्रफळ (1)
- (4) जाणकारी किंवा जुळी देण्यात आसेल तेव्हा (1)
- (5) दस्तऐवज करून घेण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मे/ क्रिएटीव्ह एन्टरप्रायझेस तर्फे भागीदार विट्टल जे चोपडा - -; घर/फ्लॅट नं: 22/23, क्रिस्टल प्लाझा से.7, खारधर ता पनवेल ; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: एएईएफसी2081आर .
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) अनुपनाथडू - घर/फ्लॅट नं: सदनिका क्र 506, टिवीन्स को ऑप ही सोसा लि. प्लॉट नं 57, से 20, ए विंग, खारधर ; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: --; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: ABTPN 1958J .
(2) राधिका नाथडू - घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: --; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: form 60.
- (7) दिनांक करून दिल्याचा 31/12/2009
- (8) नोंदणीचा 16/01/2010
- (9) अनुक्रमांक, खंड व पृष्ठ 522 /2010
- (10) बाजारभावप्रमाणे मुद्रांक शुल्क रू 460710.00
- (11) बाजारभावप्रमाणे नोंदणी रू 30000.00
- (12) शोरा

महेश
दुय्यम निबंधक, पनवेल-3
(वर्ग-2)



BANK IS NOT MADE FOR ANYTHING RELATED TO THE DOCUMENT

के खाते में
count only

***** Not Over INR. 30,000.00 *****

16-01-2010

PAY JOINT SUB REGISTRAR PANVEL

को या आदेशानुसार **OR ORDER**

रुपये **RUPEES** thirty Thousand only

भदा करें **रु. Rs.*****30,000.00**

यूनियन बैंक ऑफ इंडिया
UNION BANK OF INDIA ARGHAR
(554634)

कृते यूनियन बैंक ऑफ इंडिया For Union Bank of India

प्रधिकृत हस्ताक्षर

Authorised Signatories

⑈00498⑈ ⑈00025⑈ ⑈113⑈

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AGREEMENT FOR SALE

THIS AGREEMENT made at Kharghar Navi Mumbai, on this 31st day of DEC 2009 BETWEEN

M/S.CREATIVE ENTERPRISES a registered Partnership Firm

under Indian Partnership Firm Act 1932 (Through its Partner

SHRI. VITHAL J. CHOPDA & having its registered office at 22

Crystal Plaza, Sector-7, Kharghar, Navi Mumbai, Dist.Ra

(hereinafter referred as 'THE DEVELOPER' which expres

shall unless it be repugnant to the context or meaning the

shall mean and include their heirs, executors , administrators

attorney and assign of the ONE PART and MR.

NAIDU & MRS. RADHIKA NAIDU both an adult,

Inhabitants

HDFC Bank Ltd.
Neel Empress, Plot No.92/93,
Sector 1/F, New Panvel (E),
Navi Mumbai - 410205.
R.R.15/10/19/07/10

STAMP DUTY MAHARASHTRA
R. 04610001-CB5619
2009 Dec 31 09:26:20
SPECIAL REGISTER
171096
DEC 31 2009

Radhika

HDFC BANK LTD.

**PART III
For the Customer
ACKNOWLEDGEMENT**

Serial No. : **258382**
Date: 31/12/09

Received From : MR. ANOOP NAIDU

Franking Amount : 4,61,000/-

Charges : 10/-

Total : 4,61,010/-

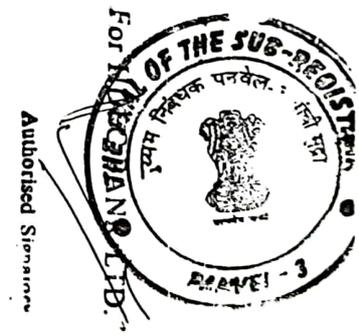
Vide HDFC BANK BRANCH Transfer Cheque 230964

Drawn DEC 2009

or Cash towards FRANKING

Signature / Stamps of Customer

I confirm that I have checked the value franked and the bank is not liable for anything related to the document



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& at present residing at "A" Wing, Flat No:-506, Twins CHS.,
Sector No-20 Plot no-57, Kharghar Navi Mumbai-410210.
(Hereinafter referred as 'THE PURCHASERS' which expression
shall unless it be repugnant to the context or meaning thereof
shall mean and include their heirs, executors, administrators,
attorney and assigns) of the OTHER PART.

WHEREAS:

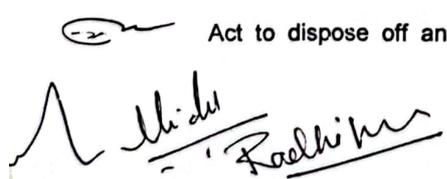
1. The City Industrial Development Corporation
Maharashtra Limited (CIDCO Ltd.) is a Government undertaking
(hereinafter referred as "THE CORPORATION") THE Corporation
is a new Town development authority declared for the area
designated as the Site for the new town of Mumbai by the
Government of Maharashtra in exercise of its powers under Sub-
Section (1) and (3-A) of Section 113 of the Maharashtra Regional
and Town Planning Act 1966 (Maharashtra XXXVII of 1966)
(hereinafter referred as "THE SAID ACT") The said Corporation is
a Company established under the Company's Act 1956 (1) and
having its registered office at Nirmal, 2nd Floor, Nariman Point
Mumbai - 400 021.

2. The State Government in pursuant to Section 113-A of the
Maharashtra Regional Town Planning Act (hereinafter referred as
"MRTP ACT") acquired the land vested in City and Industrial
Development Corporation of Maharashtra Ltd., for its development
and disposal.

3. 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

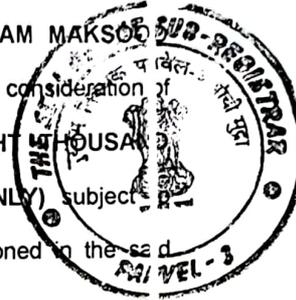


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accordance with the proposal approved by the State Government under the said Act.

4. BY AN AGREEMENT to Lease on 30th April 2003 between the Corporation of ONE PART and SHRI.MAUJJAM MAKSOOD BHAJI & SHRI.IBRAHIM MAKSOOD BHAJI of the SECOND PART, the Corporation has leased Plot No.57, admeasuring about 6950.86 Sq. Mtrs. at Sector-20, Kharghar, Navi Mumbai, Tal. Panvel & Dist.Raigad under 12.5%G E.S. Scheme (hereinafter referred as THE SAID PLOT) to SHRI.MAUJJAM MAKSOOD BHAJI & SHRI.IBRAHIM MAKSOOD BHAJI in consideration of a premium of Rs.88,375/- (RS.EIGHTY EIGHT THOUSAND THREE HUNDRED AND SEVENTY FIVE ONLY) subject to observance of the terms and conditions mentioned in the said Agreement to Lease.



WHEREAS the abovenamed Original Licensee has paid the said premium in full to the Corporation and the Corporation granted permission of license to the Lessee to enter upon the said land for the purpose of erecting Commercial-cum-residential buildings as per plan approved by the concerned authority of CIDCO Ltd.

AND WHEREAS the said Original Lessee/Licensee Mr.Maujjam Maksood Bhajji & Mr.Ibrahim Maksood Bhajji has sold, transferred, assigned & relinquished all their leasehold rights in respect of the said plot No.57, Situated at Sector-20, in village Kharghar, Navi Mumbai, Dist.Raigad, to M/S.SAHYOG HOMES (therein referred as the NEW LICENSEE for proper consideration Vide Tripartite Agreement dated 15th January 2004 executed between 1) M/S.CIDCO Ltd.2) SHRI.MAUJJAM MAKSOOD BHAJI & SHRI.IBRAHIM MAKSOOD BHAJI (Original Licensee)

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+ Fadh...

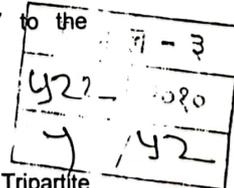
& M/S. SAHYOG HOMES (through its partners 1) Mr.Balkrishna B. Jadhav, 2)Mrs.Shyama B.Jadhav, 3) Mr.Balkrishna B.Jadhav (HUF) & 4) Mr.Yogesh B.Jadhav, (New Licensee) and registered at Sub-registraroffice Kharghar/ Panvel, Vide Document No.URAN-381/2004 Dated 15th January 2004.

AND WHEREAS intum the New Licensee M/s. Sahyog Homes has sold, transferred, assigned & relinquished all their leasehold rights in respect of the said plot No.57, Situated at Sector-20, in village Kharghar, Navi Mumbai, Dist. Raigad, to M/S.CREATIVE ENTERPRISES (therein referred as PRESENT LICENSEES for proper consideration vide Tripartite Agreement dated 28th January 2005 executed between 1) M/S.CIDCO Ltd.2) M/S. SAHYOG HOMES (New Licensee) & 3) M/S.CREATIVE ENTERPRISES (through its partners SHRI.TULSHIDAS KHIMJI SENGHANI (PATEL) & SHRI.VITHAL JETHALAL CHOPDA) and registered at Sub-registrar office Panvel, Dated 28th January 2005, Vide Document No.URAN-00970/ 2005 & Receipt No. 969.



AND WHEREAS the Corporation has transferred the said plot in the names of M/S.CREATIVE ENTERPRISES vide its letter bearing No. CIDCO/ESTATE/ LAND/ KHARGHAR/433-E Dated 4th February 2005.

AND WHEREAS the said New Licensee handed over the peaceful vacant possession of the said Plot No.57 to the PRESENT LICENSEES/DEVELOPERS.



AND WHEREAS by the virtue of the said Tripartite Agreement Dated 28th January 2005 M/S.CREATIVE ENTERPRISES is in lawful possession of the said Plot No.57.

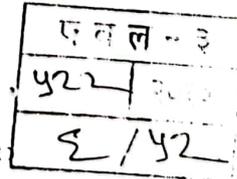
Situated at Sector-20, Kharghar, Navi Mumbai (more particularly described herein under SCHEDULE-I)

AND WHEREAS the Developer has through its Architect M/s. VISTAAR have prepared building plans by proposing to construct two wings of residential-cum-commercial buildings each of Ground plus Sixteen upper floors, hereinafter collectively called the said COMPLEX. The Developers has submitted to the CIDCO Ltd and other authorities the building plans, specifications and designs for the said plot. CIDCO Ltd has sanctioned the building plans, specifications and designs submitted by the Developer and granted to the Developer the Commencement Certificate and Development permission vide its Letter No. No.CIDCO/ATPO/166 Dated 4th February 2005.



AND WHEREAS THE SAID DEVELOPERS commenced the construction of the building thereon namely "TWINS" consisting of the GROUND PLUS SIXTEEN UPPER FLOORS ONLY as per the plan and specifications duly approved by the Town Planning Authority of CIDCO Ltd.

AND WHEREAS THE DEVELOPERS alone have sole and exclusive right to sell and dispose off the Flat on ownership basis in the said building to be constructed by the DEVELOPERS on the said land and to enter into Agreement with the Purchasers of the said Flat etc and to receive the sale flat etc, and to receive the sale price in respect thereof.



AND WHEREAS THE DEVELOPERS are entering into separate Agreement with several other persons in respect of the other Flat in the said building to be constructed by the DEVELOPERS on the said Plot.

A small, circular handwritten mark or signature.

Handwritten signatures. The first one appears to be "No. Chikhi" and the second one is "Kadlikar".

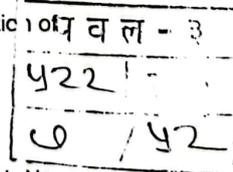
AND WHEREAS THE PURCHASER demanded from the DEVELOPERS and the DEVELOPERS have given inspection to the purchaser of all the documents of title relating to the said plot and the plans, designs and specifications prepared by the "ARCHITECTS" and of such other documents as are specified under the Maharashtra Ownership Flat Act 1963 (hereinafter referred to as "THE SAID ACT" and the rules made there under.



WHEREAS "The Certificate of Title" in respect of the said land issued

by R.R.SHARMA Advocate has been inspected by the Purchaser.

AND WHEREAS on satisfying himself/herself about the plans and other terms and conditions including the Title, the Purchasers have approached the developer and hereby agrees to purchase Duplex Flat No. 1503 on the 15TH & 16TH Floor in A-wing admeasuring carpet area about 1387.40 Sq.ft. (i.e. 128.94 Sq.Mtrs.), and built up area is 1664.88 Sq.ft. (i.e. 154.73 Sq.mtrs.) Chargeable terrace Built up area is 168 Sq.ft. (i.e. 15.61 Sq.mtrs.) or thereabouts. This carpet area is of unfinished wall surface in the building on a Plot of land being constructed thereof on certain terms and conditions, for a total consideration of ₹ 70,00,000/- (RS. SEVENTY LACS ONLY).



AND WHEREAS THE DEVELOPERS agreed to sell Flat No. 1503 on the 15TH & 16TH floor in A- WING at a price and on the terms and conditions hereinafter appearing.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY
AGREED BY AND BETWEEN THE PARTIES HERETO AS
FOLLOWS:

1. This agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963, and the Maharashtra Ownership Flats Rules, 1964 or any amendment there in or re-enactment thereof for the time being in force or any other provisions of law applicable from time to time.

2. The Developers shall under normal conditions construct a building on the said plot in accordance with the said plans and specifications approved and sanctioned by CIDCO Ltd., and other concerned authorities with variations and modifications as the Developer may consider necessary or desirable as may be required by the CIDCO Ltd or Public Body or Authority or Developer himself to be made by them and / or any other changes or alteration which the developers in their absolute discretion deem fit either in the whole Building or part thereof in the premises and the purchaser hereby give irrevocable consent to the Developers to incorporate all such changes, modifications etc as may be required by CIDCO Ltd., or any other authority or the Developer. The Purchaser doth hereby specifically agree with the Developers that the developers shall be entitled to make any such changes, additions, variations, alteration, amendments and modifications therein as they may consider necessary or as may be required to be done/considered proper by CIDCO Ltd or any other local /public body/authority or the Developer for which the Purchaser has given his full free and complete consent.



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M. M. Fadnis
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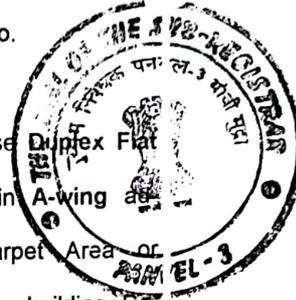
The said plans and specifications have been kept at the office of the Developers for inspection.

3. The Purchasers have, prior to execution of this Agreement satisfied themselves about the title of the Developer to the said plot described in the Schedule hereunder written and the Purchasers shall not be entitled to further investigate the title of the Developer and no requisitions or objections shall be raised on any matter relating thereto.

4. The Purchaser hereby agrees to purchase Duplex Flat No. 1503 on the 15TH & 16TH Floor in A-wing measuring about 128.94 Sq.Mtrs. Carpet Area or thereabouts. A typical floor plan of the building De-marketing the same is annexed hereto and marked in Annexure B (hereinafter referred to as the said premises). For the calculation of Registration and Stamp duty of this document the built up area is 154.73 Sq.Mtrs. The carpet area is of unfinished wall surface in the building on a Plot of land being constructed thereof on certain terms and conditions, for a total consideration of Rs.70,00,000/- (RS. SEVENTY LACS ONLY). (Time being essence of the contract) which shall be paid by the Purchasers to the Developer as per the Schedule mentioned in Annexure B.

5. The Developers have agreed to provide the amenities in the said premises as per the List of Amenities attached hereto and marked with Annexure A.

6. The time for payment of the entire installment as per Annexure hereto is an essence of contract. Whether the Purchasers are availing the loan facilities from any financial institution or not, the Purchasers have



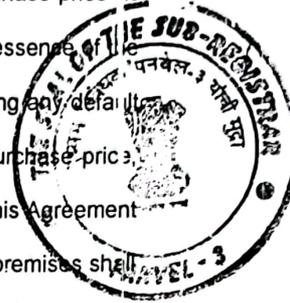
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unconditionally agreed to pay all the above installment due within 10 days from the due date, failing which the purchasers shall pay financial charges at the rate of 2 1/2% p.a. till the payment of the installments. The Developers shall charge the financial charge to the Purchasers without prejudice to their other rights in law.

7. It is hereby expressly agreed that the time of payment of each of the aforesaid installment of the purchase price is set out in Clause written above shall be the essence of the contract. In the event of the Purchaser making any default in payment of any two installments of the purchase price, the Developers will be entitled to terminate this Agreement in which event 20% of the purchase price of premises shall stand forfeited and balance shall be refunded to the Purchaser (but without any interest, compensation, damage or cost) after the Developers sell the Flat Premises to any other prospective buyer and receive the consideration from new buyer. Developers will be entitled immediately after the termination of this Agreement to sell and/or dispose off the said premises in favour of any third party or person and the purchaser herein will have no right to object, obstruct or interfere to such sale/disposal of the said premises by the Developers.

8. If the purchaser surrenders their premises for any reason of whatsoever nature in any stage during the construction, the Developers is entitled to forfeit the 20% of the amount paid by purchasers and will refund the balance amount without any interest. In this case the purchasers will not be entitled to any claim in respect of Registration charges, Stamp Duty, CIDCO Transfer Charges (if paid), Losses or other expenses or interest paid by him.



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9. The Developers shall give a notice to the purchasers intimating the purchasers the amount of the instalment or the balance amount payable by the purchasers to the Developers in accordance with the payment schedule mentioned hereinabove within 10 days from the date of the letter and the purchasers shall within the said stipulated period pay the amount of the said instalment or the balance amount to the Developer accordingly. The Purchasers will not hold the Developers responsible for any delay in postal service or delay in receipt or non-receipt of the said letter.



10. The Purchasers admit having taken an inspection of all the documents required to be given by the Developers under the provisions of the Maharashtra Ownership Flats Act and hereby agree and confirms that the Developers shall have irrevocable rights for the purpose as set out herein below & the Developers shall be entitled to exercise the same as if the Purchasers have given prior written consent to the Developers as required under the said Act. However, with a view to remove any doubt, the purchasers hereby confer upon the Developers such right/authority to the Developers for the purpose as set out herein below:

(a) Without modifying the plan of the said Flat Premises, the Developers shall be entitled to amend, modify and/or vary the building plans or the lay out or sub-division plan/s as also the specifications in respect thereof.

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(b) The Developers shall be entitled to consume such F.S.I. as may be available in respect of the said plot or any part thereof at present or in future and/or such balance and/or

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additional floors on the said plot as the Developers shall think fit and proper. Such full consumption of available FSI. Is to be fully utilized by the Developers before execution of Lease deed in favour of the society.

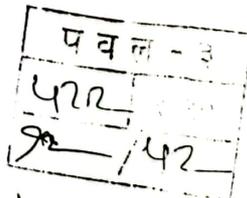
(c) The purchasers or the society of the purchasers of all flat premises holders shall raise any objections on any ground as to Developers rights reserved hereunder.

(d) The Developers shall, after consuming such balance and/or additional FSI by constructing tenements on the said plot be entitled to sell such tenements for such permissible uses to such persons and such consideration as they may in their absolute discretion deem fit and proper.



(e) The Developers shall be entitled, after consuming such balance or additional global FSI available under G.D.C. Rules or by any special concession being granted by CIDCO Ltd or any other authorities including FSI available in lieu of road widening, setback, reservation etc.

(f) The Purchasers herein and all other purchasers of the flats premises in the said building shall not have any right, title claim or interest in respect of the open spaces, common parking spaces, open areas, hoardings and common areas of the buildings including the garden areas and that the rights of the Purchasers confined to the said Flat premises only & areas shall belong to Developers until execution of the said final Lease Deed in respect of the said plot in favour of such society & thereafter the same, shall belong to the said society alone.



(g) The percentage of undivided interest of the Purchasers in the common areas & facilities limited or otherwise pertaining to the said flat premises hereby agreed to be sold to the Purchasers shall be in proportions to the areas of the said Flat Premises hereby agreed to be sold hereunder to the common areas and facilities limited or otherwise as disclosed as disclosed by the Developers.

(h) The Purchasers hereby agrees and undertakes to execute/deliver letter of consent according his consent under section 7, of the Maharashtra Ownership Flats Act, without raising any objection or requisition.

(i) Irrespective of possession of the said Flat Premises being given to the purchasers and/or the management of the said plot being given to ad-hoc committee of the purchasers or not, the right under this clause and/or agreement reserved for the Developers exploit the potentially of the said plot described in schedule hereunder written shall be subsisting & shall continue to vest in the Developers till Lease Deed reserving therein their such right in the said plot in their favour as may be outstanding at the time of execution of such Lease Deed.

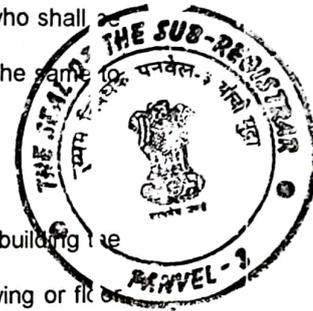


11. The Purchasers herein doth hereby agree and give their irrecoverable consent that the Developers shall have right to make additions, alterations, and amendments & प व ल - ३ changes in the building plans and/or to the said building or ए २ २ ३ ३ ३ any part thereof for any user or to change the user १९. १५२ (excluding the said Flat Premises) including to raise additional floors or structures on the said building or any part thereof for any users or to change the user (excluding the said Pent House) including to raise additional floors or

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structures on the said Complex / building or open part or parts of the said Complex /building / Plot including the terrace at anytime either before or after transfer of the plot and such rights shall include the right to use/ consume F.S.I. or additional F.S.I. or global FSI which may become available in respect of the said plot or any other lands at anytime hereafter in future by reserving such rights in Lease Deed or to make such amendments / alterations in the sanctioned plan as may be permitted by CIDCO Ltd. and / or any other authorities and such additions of additional structures or floors or storeys or flats shall be the sole and absolute Plot of the Developers who shall be fully entitled to sell. Deal with and dispose off the same to any person/s.



12. During the construction work of the Complex / building the Developers can commence the work on any wing or floor or Premises as per his convenience, the Purchasers will not object to that and pay their installment as per stipulated period. The Commencement of work means the commencement of work of the Complex/ particular building and not the commencement of work of particular premises.

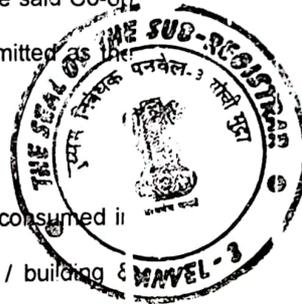
13. The Purchasers have taken inspection of the aforesaid Agreement to Lease dated 30th April 2003, Tripartite agreement dated 15th January 2004 & 28th January 2005, sanctioned plans, and other relevant documents and made himself familiar with the terms and conditions imposed by the CIDCO Ltd/ other relevant authorities. The purchaser binds themselves to adhere with terms and the Agreement to lease with CIDCO, Tripartite Agreement and all the liabilities pertaining to the above shall be borne and paid

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by the Purchasers as and when demanded by the CIDCO Ltd. or the Developers.

14. The Developers hereby declare that the Floor Space Index available in respect of the said Plot is only and no part of the said FSI has been used/ utilized or will be utilized by the Developers elsewhere for any purpose whatsoever save/except global FSI of the reserved plots or set back area of the said plot. In case while developing the said plot, if the Developers have utilized FSI of any other plot by way of floating F.S.I. then the Developers shall disclose the particulars of such FSI to the said Co-op. Society in which the Purchasers shall be admitted member thereof.



15. It is agreed that if Floor Space Index is not consumed in full in the construction of the said complex / building & before the transfer of the Plot to such society if any further F.S.I. or construction on the said plot is allowed in accordance with the rules and regulations of CIDCO Ltd then the Developers will be entitled to put up such additional or other construction on the said plot without any let or objection or hindrance by the Purchasers and also to sell the same on ownership basis upon such terms and conditions at their sole direction as also to receive and appropriate the price in respect thereof. It is, however agreed, by the Developers that they shall not construct such additional or other structure/s on the said plot so as to adversely affect the area of the said flat hereby agreed to be allotted/sold to the Purchasers & the Purchasers do hereby give her irrevocable consent to such construction by the Developers & for the said purposes, to make such

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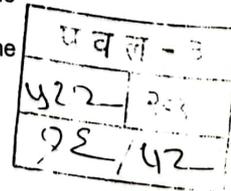
alterations / changes in the plans shown to the Purchasers.

16. The Developers shall give the possession of the said premises to the Purchasers after the said Complex / building is ready for use and the building completion or occupation certificate shall have been obtained from the CIDCO or other relevant authority or body or public authority. The Developers shall give possession of the said premises to the Purchasers as mentioned in the said Agreement to Lease on or before 31st January 2010. The purchasers shall within 30 days of the receipt by him of the written notice from the Developers that the said premises is ready for use and occupation take possession of the said premises.



17. The Purchasers hereby agrees to abide by all the terms and conditions contained in the above said agreement to lease, Tripartite Agreement, Commencement Certificate and the Lease Deed to be granted by CIDCO Ltd. In favour of the society.

18. The Purchasers shall be entitled to take possession of the said premises if the purchasers have duly observed and performed all the obligations and stipulations contained in this agreement and on the part of the purchase to be observed and performed and also duly paid to the Developers all and whatsoever amounts payable by the purchasers under this agreement and not otherwise.



19. Notwithstanding anything contained in this agreement or in this clause the Developers is unable to deliver possession of the said premises as mentioned

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hereinabove Clause No.16, if the completion of the said Complex/ building is delayed for any reason of non availability of steel or cement or other building materials or on account of withholding or delaying in the grant of the building completion certificate, water connection, electricity connection and / or any other necessary permission of sanctions by the CIDCO Ltd., Government, the said CIDCO and/or any such other or similar public or authority or beyond the control of the Developers and / or force majeure.

20. The Developers shall not be liable for any loss, damage, injury or delay due to Maharashtra State Electricity Board causing delay in sanctioning and supplying electricity or due to NMMC / Corporation / Local authority concerned, causing delay in giving / supplying permanent water connection or such other service connections necessary for using / occupying the Premises.

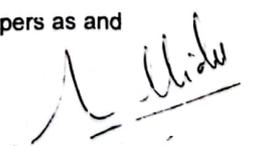
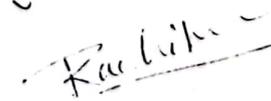


21. The Purchasers shall be liable to bear and pay all taxes and other charges payable in respect of his premises and common expenses of his building proportionally from the date from which the Society has executed the Agreement to lease with CIDCO and shall be liable to pay service charges and outgoings from the date the Developers obtain of part occupancy / occupancy certificate from the CIDCO Ltd.

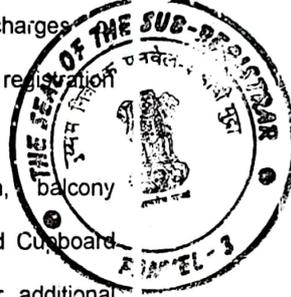
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22. The Purchasers shall pay and bear all the following charges, Deposits and Expenses to the Developers as and when demanded:



- a. Rs.3,500/- as legal and document charges at the time of execution of this Agreement.
- b. Rs.1,000/- for valuation report, if required.
- c. Water resource Development charges and GES Plot Development charges of CIDCO Ltd.
- d. Water and Drainage connection deposit and meter charges or any other charges imposed by the CIDCO or other Government authority.
- e. Electricity connection, meter deposit, MSEB service charges, cable charges and transformer, Sub Station charges. etc.,
- f. Property Tax / Service Charges from the date of Agreement to Lease with CIDCO.
- g. Stamp duty and registration charges Premises and Stamp duty and registration charges for Lease Deed (if any)
- h. Charges for sanction of plan, balcony enclosure, Flower bed Terrace and Cupboard Charges /Premium and any other additional Charges to sanctioning authorities.
- i. Service Tax, Cess, infrastructure charges or any other taxes or charges levied by the NMMC / CIDCO /State / Government authorities.
- j. Any other charges, taxes and expenses levied by the Government authorities, CIDCO Transfer Charges / CIDCO NOC charges, charges towards the membership of the society.

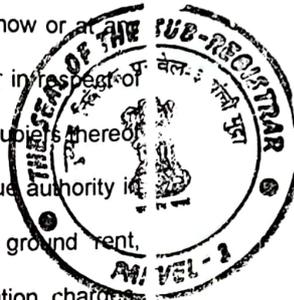


23. Upon the possession of the said premises being delivered

to the Purchasers, the Purchasers shall be entitled to the use and occupy of the said premises and thereafter the purchasers shall have no claim against the Developers as

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twelve months maintenance charges in advance and afterwards pay to the Developers regularly by the fifth day of each and every month in advance Rs.____-/- being maintenance charges until the Deed of Assignment of the said plot with Building or Buildings is executed in favour of the Co-operative Housing Society and / or other body Corporate and / or other organization (hereinafter referred to as "the said society") and thereafter to the said society his proportionate share that may be decided by the Developers of the said society as the case may be, all rates taxes round rent (including additional ground rent levied by the CIDCO in respect of the premises) dues, duties, impositions, outgoing and burdens now or at any time levied, assessed or imposed upon or in respect of the said plot or the said new building or occupants thereof by the CIDCO or the Government or Revenue authority in respect of the said premises viz. taxes, ground rent, additional ground rent, insurance, sanitation charges, water charges, charges in respect of common lights, chowkidar, sweepers and all other expenses necessary and incidental to the management and maintenance of the said premises and the Purchasers shall indemnify and keep indemnified the Developers in that behalf. In determining the proportionate share of outgoing payable under this clause the ratable value of the said premises that may be fixed by the NMMC/CIDCO will be taken into account.



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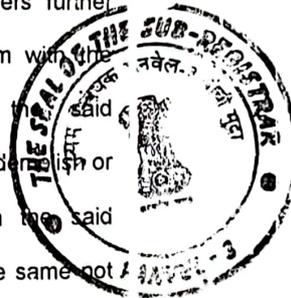
28. The purchasers have pursued and are aware of all the terms and conditions contained in the said documents, recited above. The purchasers hereby agrees and undertakes that notwithstanding anything to the contrary contained herein or in the said documents they shall be

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bound and liable to pay to the Developers their proportionate shares in all respect taxes, outgoing and other charges in respect of the said premises from the period referred herein and in accordance with the provisions of this agreement.

29. The purchasers shall from the date of possession maintain the said premises, at their own cost in a good and tenantable repair and condition shall not do or suffer to be done anything in or to the said building or the said premises. Staircases and common passages, which is or may be contrary to or against the rules or bye-laws of the CIDCO or any other authority. The purchasers further covenants with Developers and through them with the purchasers or the other premises in the said complex/building that they at any time shall not demolish or caused to be demolished any structure in the said Complex/building or any part or portions of the same nor will they at any time make or caused to be made any new construction of whatsoever nature on or in the said Complex/building or any part thereof nor will make any additions or alteration in or to the said premises or said Complex/building and balcony or gallery in the front without previous consent of the CIDCO or the Developers or the said society as the case may be. The purchasers from the date of possession will maintain the lift, water pump, fire fighting equipment and other assets provided by the Developers on their own cost. The Developers will not be held responsible.



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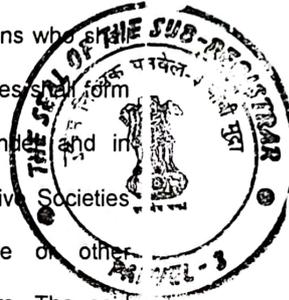
30. Nothing contained in these presents is intended to be nor shall be construed to grant demise or assignment in law of the said premises or the said plot or any part thereof or the

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said Complex/ building thereon or any part thereof. Such grant demises or assignment as aforesaid shall take place only upon the transfer by the Deed of Assignment of the said plot and of the complex/building to be constructed thereon to the said society.

31. So long as all or any of their dues herein stated remains unpaid and so long as the said society shall not be registered the purchasers shall not without the prior consent in writing of the Developers let, sublet, transfer, assign or part with the possession of the said premises or any part thereof.

32. The Purchasers along with such other persons who have taken possession or acquire the premises shall form themselves into a Co-operative society under and in accordance with the Maharashtra Co-operative Societies Act 1960 or any other body corporate or other organisation determined by the Developers. The said Complex shall always be known as "TWINS" and the said society or any other body corporate or other organisation determined by the Developers on the said plot shall always be known by such name as suggested by the Developers and approved by the authorities. The Purchaser shall cooperate with the Developers in forming, registering and incorporating the said society and shall sign all necessary papers and documents and do all other acts and things as the Developers may require the Purchasers to do from time to time in that behalf or safe guarding or better protecting the interest of the said society and of the purchasers of the premises in the Complex/building. All costs and charges for above shall be borne and paid the purchasers.



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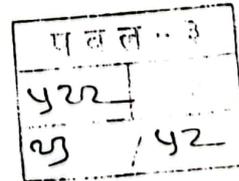
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33. The purchasers for themselves do hereby covenant with the Developers as follows

(a) To maintain the said flat at their own costs, charges & expenses in good tenantable repair & condition from the date of his taking possession of the said Flat premises & shall not do or suffer to be done anything in or to Complex/building in which the said Flat Premises is situated, against the rules, regulations and bye-laws of concerned local authorities or Co-op. Society or change/alter or make any part addition in/to the said shop or any part thereof without obtaining prior written consent of society.

(b) Not to store in the said Flat Premises any goods/articles which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction / structural stability of building in which the said premises are situate or storing of which is objected to by the concerned local or other authority and shall not carry or cause to be carried any heavy package on the upper floor which may damage or likely to damage the common passage, staircase or any other structures of building including entrance of the building in which the said premises is situate & in case, if any damage is caused to the building or to the said premises on account of negligence or default of the premises Purchaser in this behalf, they shall be alone liable for the consequences of such breach / default.



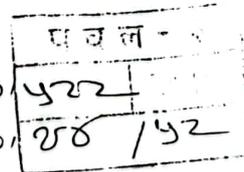
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(c) To carry at their own cost, charges and expenses, all internal repairs to the said premises & maintain the said premises in the same condition, set and order in which it was delivered by the Developers to the Purchaser/s & shall not do or suffered to be done any thing in / to the building the said flat / premises which may contravene the rules, regulations and bye-laws of the concerned local authority or the said society nor cause any alterations in elevation or outside colour scheme of the said building in which the said flat is situated and shall not in any manner damage the columns, beams, walls, slabs, RCC, partitions, or other structural changes in the said Shop without prior the written, permission of the Developers or society.

(d) Not do or permit to be done any act or thing which may render void or voidable any insurance of the said plot or building in which the said premises are situated or any part thereof or whereby any increase in premium shall become payable in respect thereof

(e) Not to throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in compound or any part of the said plot and building in which the premises is situated.

(f) Pay to the Developers within 7 days of demand by them, their share of security deposits demanded by concerned local authority or Government for giving water, electricity or any other service connections to the building in which the said flat is situated.

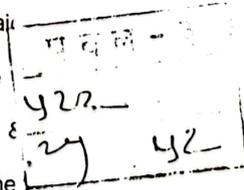


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(g) To bear and pay any increases in local tax, water charges, insurance and such other levies, if any, which may be imposed by the concerned local authority on account of the change of user of the said premises at by the Purchasers.

(h) The Purchasers shall not let sub- let, transfer, assign or part with possession of the said premises his interest or benefits under this agreement until all dues due and payable by them to the Developers under this agreement are fully paid and only if the Purchaser had not been guilty of breach or for non-observance of any of the terms & conditions of the agreement until the purchasers have intimate writing to the Developers.

(i) That Purchasers shall observe and perform all rules and regulations which the society or a limited company may adopt at its inception & the additions, alterations or amendments which may be made therein from the time to time for the protection & maintenance of the said building or the said premises therein that may be made from time to time for observance and bye -laws for the time being in force, of the concerned local body authority or Government. The Purchasers shall also observe / perform all stipulations / conditions laid down by the said society regarding the use & occupation of the said premises in the building & shall contribute punctually towards taxes and other dues / outgoings in accordance with the terms of this agreement



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(j) Till Lease Deed of the said plot along with the said building is executed by the Society / Developers, the Purchasers shall permit the Developers. Their Servants and agents, with or without workmen, at all reasonable times, to enter into and upon the said plot & building or any part thereof to view the state and conditions thereof.

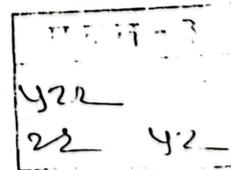
(k) In the event of Purchasers committing any breach or act in contravention of the above provision, the Purchasers shall be liable or responsible for the consequence in respect thereof to the Developers or to the concerned local authority or other authority in that behalf.



34. The rights of the Premises with / without open terrace as the Purchasers thereof shall be recognised and regulated by the Bye – laws of the said society.

35. In respect of any amount liable to be paid by the Purchasers to the Developers under or by virtue of this agreement the Developers shall have a first lien and charge on the said premises so long as the same shall remain unpaid. All unsold premises, car parking will also be remained the Plot of the Developers.

36. The Purchasers and the person to whom the said premises shall have been let, sublet, transferred, assign or given possession of and in accordance with the provisions of Clause 16 hereof shall duly observe and perform all the rules and regulations of the said society that may be in force from time relating to the protection and maintenance of the said building with Premises thereof and for the



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observance and carrying out of the building rules and regulations and Bye-laws for the time being of the NMMC / CIDCO the Government and or public body or any other local authority.

37. The Developers shall after the said society or body corporate and / or other organisation shall have been duly registered and after the completion of the said Complex / building and after all the Premises and all in the said Complex / building shall have been disposed off by the Developers and after the purchasers of all the Premises in the said Complex / building shall have paid in full and their respective agreements with the Developers thereafter the Developers shall procure Deed of Assignment or other document transferring the said Complex together with the Complex / building in favour of the said society. All the costs and expenses for Deed of Assignment shall be borne by the Purchasers.



a. Rs.350/- (Rupees Three Hundred and Fifty Only towards the application and share money of the society referred to herein and will be payable at the time mentioned in Clause hereof.

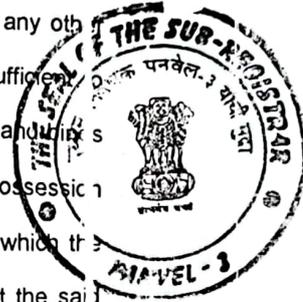
38. The Developers and the Purchasers hereby agree undertake and declare that all the windows in the Flat premises shall be provided with Grill of a particular specification and design as approved by the Architect. The cost for the same shall be borne by the Purchaser.

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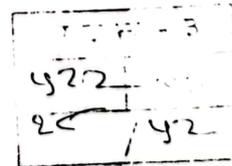
39. The purchasers further agree, undertake and declare to contribute and pay a proportionate share of the cost of transformer / sub station, if install by the Developers through MSEB before taking over the possession of the Premises.

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The Purchasers hereby further declares that he / she will not object to such payment that is the cost incurred or to be incurred for installation of transformer / Sub station or payable to MSEB. The said deposits referred to hereinabove shall be paid by the Purchasers and they shall not raise any objection whatsoever in calculating the rate of such deposits and such deposits shall on such Lease Deed executed be paid over by the Developers to the said society or body corporate / organization after deducting there from the amount if any payable by the Purchasers to the Developers under and in accordance with the provisions of this Agreement PROVIDED HOWEVER that the Purchasers shall pay such further amounts or amount to the Developers as required by them from time to time toward the aforesaid deposit or any other deposits in the event of the said deposit being insufficient to meet the expenses. The Purchasers further agrees and undertakes himself / herself to pay from the date of delivery of possession of the said premises (the date means the date on which the Developers shall give notice to the Purchasers that the said premises is ready to be handed over to him / her) the proportionate share to be determined by the Developers and all outgoing taxes and other taxes levies, insurance, water charges, common lights, sewage, sanitation, electric bills and all other expenses incidental to the management and maintenance of the plot until the CIDCO taxes and water charges are fixed and / or assessed separately and exact amounts are worked out for each of the premises.



40. The Purchasers agrees and undertakes that from the aforesaid date of possession he / she / they shall regularly pay such amounts as is determined by the Developers every month in advance on account of the CIDCO taxes, water charges, insurance, maintenance, expenses etc. as aforesaid



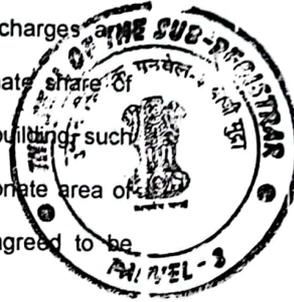
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to the Developers and the Purchasers shall indemnify and keep indemnified the Developers against the said and charges in respect of the said premises.

41. The Purchasers shall have no claim save and except in respect of the said premises hereby agreed to be acquired by the Purchasers. All open spaces, floor spaces indexes, parking spaces, staircases etc. will remain to be the plot of the Developers until the whole plot together with the structures standing thereon is transferred to the said society but subject to the rights of the Developers contained herein above.

42. So long as the said premises in the said Complex / building shall not be separately assessed for CIDCO charges and water rates the Purchasers shall pay proportionate share of the water tax assessed on the whole Complex / building such proportions is to be on the basis of the proportionate area of the premises in the said Complex / building agreed to be purchased by the Purchasers.



43. The Purchasers hereby agrees that in the event of any amount by way of premium or security deposit to the CIDCO or NMMC or the State Government or to any other competent authority or betterment charges or development tax or security deposits for the purpose of giving water connection or any other tax or payment of similar nature becoming payable by the Developers the same shall be reimbursed by the Purchaser to the Developers in proportion to the area of the premises agreed to be purchased by the Purchasers and in determining such amount the decision of the Developers shall be conclusive and binding upon the Purchasers.

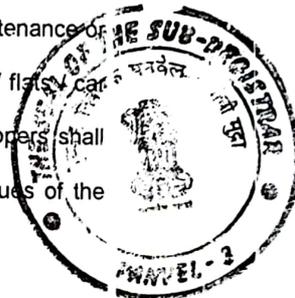
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44. In the event of the said society or other body corporate being formed and registered before the sale and disposal by the Developers of all the shops / flats / car parking in the said Complex / building the power and authority of the said society and the Purchasers and other Purchasers of the Premises shall be subject to the over all authority and control of the Developers over all or any of the matters concerning the said Complex / building and the construction and completion thereof and all amenities pertaining to the same and in particular the Developers shall have absolute authority and control as regards unsold Premises / Car parking and the disposal thereof.

45. The Developers shall not be liable to pay any maintenance or common expenses in respect of the unsold shops / flats / car parking in the said Complex / building. The Developers shall however, bear and pay the Municipal taxes and dues of the Corporation for the same.



46. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace in front of the adjacent to the terrace flats in the Complex / building, if any, shall belong exclusively to the respective Purchaser of the terrace flats and such terrace spaces are intended for the exclusive use of the Purchasers. The Purchasers shall not enclose the said terrace till the permission in writing is obtained from the concerned local authority and the Developers or the Society.

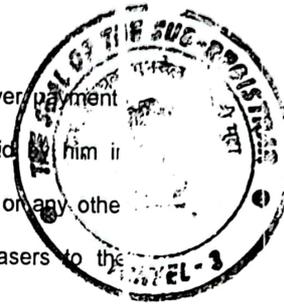
47. R.R. Sharma & Associates, Advocate for the Developers shall prepare, and engross and approve the Deed of Assignment and all other documents, which are to be or may be executed in pursuance of this Agreement. The Purchasers shall bear all

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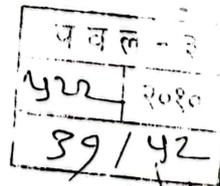
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costs professional charges and expenses for the same and also all expenses of the stamp duty, registration charges for Deed of Assignment / Lease Deed or any other Deed consisting writing and other documents the costs in connection with the formation of the said society and / or body corporate or other organisation the costs of the stamping and registering all the agreements, deeds, transfer deeds or any other documents required to be executed by the entire professional costs of the Advocates of the Developers shall be borne and paid by the said society proportionately by all the Purchasers of the Premises in the said Complex / building alone.

48. It is understood by the purchasers that whatever payments are made by the Developers to be further paid by him in connection with or incidental to this Agreement on any other documents shall be reimbursed by the Purchasers to the Developers on demand



49. That the Purchasers shall also pay his / her / their share of insurance premium to keep the Complex / building insured against loss or damage by fire and to get an Insurance Policy in a sum equivalent to the total sale price of all the Premises, in the said Complex / building with a company to be approved by the Developers. All the moneys as and when received by virtue of any such insurance shall be spent in rebuilding or repairing the premises. Whenever the said damage for any reasons whatsoever the Purchasers shall pay their proportionate share for reinstating or replacing the same and shall nevertheless continue to pay all the payments as no such destruction of damage has happened. The Purchaser shall pay their proportionate share of expenses for keeping the said Complex / building in good and substantial repairs and condition to the satisfaction.



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50. The Developers have informed the Purchasers about their intention to sell the parapet walls of terrace, blank, walls on the external periphery of the said building or in any suitable place, in the said complex, (hereinafter called " the said hoarding space") is only for the purpose of the advertisement which includes hoarding any display of such sign-boards as well as neon light and the Purchasers of such hoarding space shall install separate electric meter for neon - light and shall also bear and pay the CIDCO's taxes directly or through the society. The Purchasers shall not contribute any other outgoings to the said society. The Purchasers shall not object in any manner and shall co-operate with the Purchasers of such hoarding space as admitting him as nominal member of the said society etc. provided such installations / equipment are not interfering or creating obstruction to the purchaser's premises.



51. The Developers have informed the Purchasers about their intention to sell the Car parking at the price suited to intending purchasers. The Purchasers shall not object in any manner.

52. In the event of the Purchasers committing any delay, default in making payment of the balance installments or further amounts as may be demanded by the Developer as per Clause 22, or committing any breach of any of the terms of this Agreement, the Developers shall give to the Purchasers a written notice calling upon the Purchasers to redress the said breach. If after receiving the said notice, if the Purchasers fails to redress the said breach within a period of seven days of the notice, the Developers shall be entitled to terminate this Agreement with the Purchasers. Upon such termination all the NOC's, consents granted by the Developer shall stand

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Fadhil

Society shall be treated as null and void and / or withdrawn with immediate effect. The Purchasers hereby agrees, declares and confirms with the Developers that immediately on such termination with the Purchasers shall handover to the Developers all the original documents that the Developer / Society / CIDCO may have issued or granted to the Purchasers and the Purchasers shall not claim any right, title or interest in respect of the said that documents which the Developers / Society / CIDCO may have issued or granted to him.

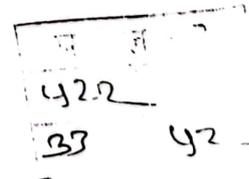
53. Any delay, indulgence and negligence on the part of the Developers in enforcing the terms and conditions of these presents or any forbearance of the grant of time to the Purchasers shall not be construed as a waiver on the part of the Developers of the breach of any of the terms and conditions of these presents nor shall waiver in any way of prejudice the rights of the Developers.



54. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and the Maharashtra Ownership Flats Rules, 1964 or any amendment or reenactment thereof for the time being in force or any other provisions of law applicable thereto.

55. All notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers by prepaid post under Certificate of Posting or through Private Courier Services at his /her / their address specified below: -

MR. ANOOP NAIDU & MRS. RADHIKA NAIDU
"A" Wing, Flat No:-506, Twins CHS., Sector No-20 Plot no
57, Kharghar Navi Mumbai-410210.,



56. The Purchasers shall immediately after the execution of this Agreement lodge for the same for Registration with the Sub-Registrar of Assurances at Panvel and shall within two days after lodging the same intimate the Developers of having done so with the date and serial number which the same has been so lodged for Registration of the Agreement. All out of pocket costs, charges and expenses including the Stamp duty and registration charges of and incidental to this Agreement shall be borne and paid by the Purchasers.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of plot of Land)

ALL THAT piece or parcel of land known as Plot No.57, Sector-20 in village Kharghar, Navi Mumbai, Dist.Raigad, ad measuring about 6950.86 Sq. Mtrs. allotted under Gaothan Expansion Scheme, or thereabouts and bounded as follows:



THAT IS TO SAY

ON THE NORTH BY : 15.00 MTRS. WIDE ROAD
ON THE SOUTH BY : 15.00 MTRS.WIDE ROAD
ON THE EAST BY : PLOT NO. 56
ON THE WEST BY : 15.00 MTRS.WIDE ROAD

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of Flat premises)

Duplex Flat No. 1503 Situated on the 15th & 16th floor of building known as "Twins" at Sector-20, on Plot No.57, Village Kharghar, Navi Mumbai, Dist.Raigad, under Gaothan Expansion Scheme, admeasuring about 154.73 Sq. Mtrs. Built up area (i.e. 1664.88 Sq. ft.) and Terrace 15.61 Sq. mtrs. (i.e. 168 Sq.ft.) and Carpet area about 128.94 Sq.Mtrs. (i.e. 1387.40 Sq.ft.)

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Radhika

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

SIGNED SEALED AND DELIVERED

By the within named DEVELOPER

(For M/S.CREATIVE ENTERPRISES)

Through its Partner

SHRI.VITHAL J. CHOPDA

in the presence of.....

[Signatures]



SIGNED SEALED AND DELIVERED

By the within named PURCHASERS

(MR. ANOOP NAIDU)

PAN NO: - ABTPN1958J

in the presence of

[Signatures: Anoop Naidu, Radhika]



(MRS. RADHIKA NAIDU)

PAN NO:-

in the presence of

[Signatures]

[Signature: Radhika]



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RECEIPT

RECEIVED a sum of **RS.51,000/-** (RS. FIFTY ONE THOUSAND ONLY) from the purchasers **MR. ANOOP NAIDU & MRS. RADHIKA NAIDU** towards EMD / Booking amount against the total sale price of **Rs.70,00,000/-** (RS. SEVENTY LACS ONLY) to be paid to the Developer by the purchaser in respect of allotment and Sale of Duplex Flat No. 1503, on the 15th & 16th floor, in A-wing of the building known as Twins on the Plot No. 57, situated at Sector-20, in village Kharghar, Navi Mumbai as per the terms and condition of this Agreement.

WE SAY RECEIVED RS. 51,000/-
(RS. FIFTY ONE THOUSAND ONLY)

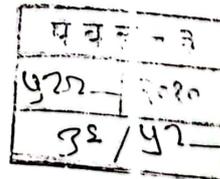


1.Ch.No.881213 dt.13-12-2009 for RS. 51,000/-
HDFC BANK LTD.

TOTAL RS. 51,000/-
=====

For M/S.CREATIVE ENTERPRISES
through it's Partner

SHRI.VITHAL J. CHOPDA



WITNESS:

- 1.
- 2.

ANNEXURE - A.

AMENITIES

1. Flat area will have premium flooring.
2. Modular type kitchen.
3. Toilet with full height glazed tiles.
4. Concealed electric wiring with branded accessories.
5. Cable and Telephone point in Living and Bedrooms.
6. Modern plumbing accessories in Bathroom.
7. Good quality power coated windows with tinted glass.
8. Internal walls will be finished with good quality paint.



9

✓ K. K. K.

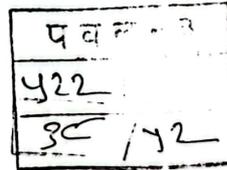
✓ Radhika

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ANNEXURE - B

PAYMENT SCHEDULE

1. At the time of Booking	:	10%
2. Completion of Plinth Work	:	10%
3. Completion of 1 st Slab	:	10%
4. Completion of 2 nd Slab	:	6%
5. Completion of 4 th Slab	:	6%
6. Completion of 6 th Slab	:	6%
7. Completion of 8 th Slab	:	6%
8. Completion of 10 th Slab	:	6%
9. Completion of 12 th Slab	:	6%
10. Completion of 14 th Slab	:	6%
11. Completion of 16 th Slab	:	6%
12. Completion of Brick Work & Plaster	:	6%
13. Completion of Flooring & Plumbing	:	6%
14. Completion of Painting & Finishing	:	5%
15. On Possession	:	5%
TOTAL		100%



9

4 M. Shikhi
X Rachit

R. Sharma
B.Com. LL.B.
TAX ADVOCATE

10 copy

Tel. : 2757 2900
2757 1080

R. R. SHARMA & ASSOCIATES

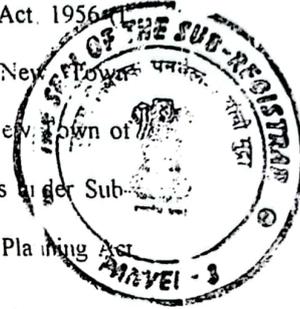
OFFICE : 74, Prabhat Center, 1st Floor, Sector-6,
C.B.D., Navi Mumbai-400 611.

2nd May 2005.

TITLE CERTIFICATE

Ref : Plot No. 57, Sector-20, Village Kharghar, Navi Mumbai, Dist. Raigad.

THE CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD., A Company incorporated under the companies Act, 1956 (of 1956) hereinafter referred as 'THE CORPORATION') is the New Development Authority declare for the area designated as a site for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of its powers under Sub-section (1) and (3- A) of Section 113 of the Maharashtra Regional Town Planning Act 1966 (Maharashtra XXXVII of 1966)



THE STATE Government, in pursuant to Section 113-A of said the Act has acquired lands and subsequently vested with Corporation for its development disposal and the Corporation, one of such piece or parcel of land described in the Schedule hereunder written, being leased to its intending leases.

Whereas MR. MAUJJAM MAKSOOD BHAJI & MR. IBRAHIM MAKSOOD BHAJI (The Original License of CIDCO LTD.) were granted lease of plot No. 57.

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Sector- 20, Kharghar, Navi Mumbai, Tal. Panvel & Dist. Raigad admeasuring area about 6950.86 Sq. Mtrs. (more particularly described in the schedule hereunder) from M/s CIDCO Ltd., vide Agreement to Lease dated 30th April 2003 for total lease premium of Rs. 88,375/- and further on the terms and condition contained therein.

Whereas MR. MAUJJAM MAKSOOD BHAIJI & MR. IBRAHIM MAKSOOD BHAIJI (Original Licensee) has sold, transferred, assigned and relinquished their leasehold rights, title and interest in respect of said plot to M/S. SAHYOG HOMES (a registered partnership firm) Vide Tripartite Agreement Dated 15th January 2004 executed between 1) M/S. CIDCO Ltd. 2) MR. MAUJJAM MAKSOOD BHAIJI & MR. IBRAHIM MAKSOOD BHAIJI (Original Licensee) & 3) M/S SAHYOG HOMES (Present Licensee) duly registered at Sub-Registrar office Panvel, on 15th January 2004 vide Document No. URAN – 381/2004.

AND whereas the said Original Licensee also handed over the possession of the said Plot No. 57 to the PRESENT LICENSEES.



AND WHEREAS in turn M/S. SAHYOG HOMES (Present Licensee) has sold, transferred, assigned and relinquished their leasehold rights, title and interest in respect of said Plot to M/S. CREATIVE ENTERPRISES (a registered Partnership firm under Indian Partnership firm under Indian Partnership Act 1932 and having its office at 22/23, Crystal Plaza, Sector - 7, Kharghar, Navi Mumbai) vide Tripartite Agreement Dated 28th January 2005 executed between 1) M/S. CIDCO Ltd., 2) M/S. SAHYOG HOMES (Present Licensee) & 3) M/S CREATIVE ENTERPRISES (as therein referred as New

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Licensee & hereinafter referred as the 'Developer') duly registered at Sub-Registrar office Panvel, on 28th January 2005. Vide Document No. URAN - 00970/2005

And whereas the said present licensee also handed over the possession of the said Plot No. 57 to the NEW LICENSEES.

AND WHEREAS the CIDCO has transferred the said plot in the name M/S CREATIVE ENTERPRISES vide its letter bearing No. CIDCO/ESTATE /LAND/KHARGHAR /433-E Dated 4th February 2005.

AND WHEREAS by virtue of said Tripartite agreement M/S. CREATIVE ENTERPRISES entitle to develop and construct the residential-cum-commercial building (as per Plans approved and sanctioned by CIDCO Ltd..) on the said Plot No. 57 at Sector - 20, Kharghar, Navi Mumbai and further the said New Licensee/Developer are also entitle to sell and transfer Residential Flats & Commercial Units to be constructed on the said Plot on Ownership basis to any intending transferee.



AND WHEREAS the said licensee has commenced the construction on the said Plot in accordance with the Commencement Certificate issued by CIDCO Ltd., vide its Letter bearing NO. CIDCO/ATPO/166 Dated 4th February 2005.

Further, we have verified Agreement to Lease, Tripartite Agreement and all the necessary Documents in the records of concerned authority and found the same to be true and fair and therefore relying on the aforesaid Documents and declaration by the Licensee and

Handwritten signature or initials.

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Developer we are on the opinion of that the said Developers M/S. CREATIVE ENTERPRISES is having good and clear title in respect of said Plot No. 57, Sector - 20, Kharghar, Navi Mumbai, and the said Plot is free from all mortgage Charges and encumbrances.

SCHEDULE OF PLOT

All that piece of parcel of land bearing Plot No. 57, containing by ad measurement 6950.86 Sq. Mtrs., and situated at Sector - 20, Kharghar, Navi Mumbai. or thereabouts and bounded as follows :

ON THE NORTH BY : 15.00 MTRS. WIDE ROAD
ON THE SOUTH BY : 15.00 MTRS. WIDE ROAD
ON THE EAST BY : PLOT NO. 56
ON THE WEST BY : 15.00 MTRS WIDE ROAD

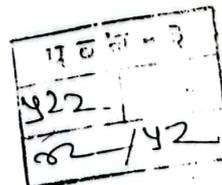
Place : Navi Mumbai

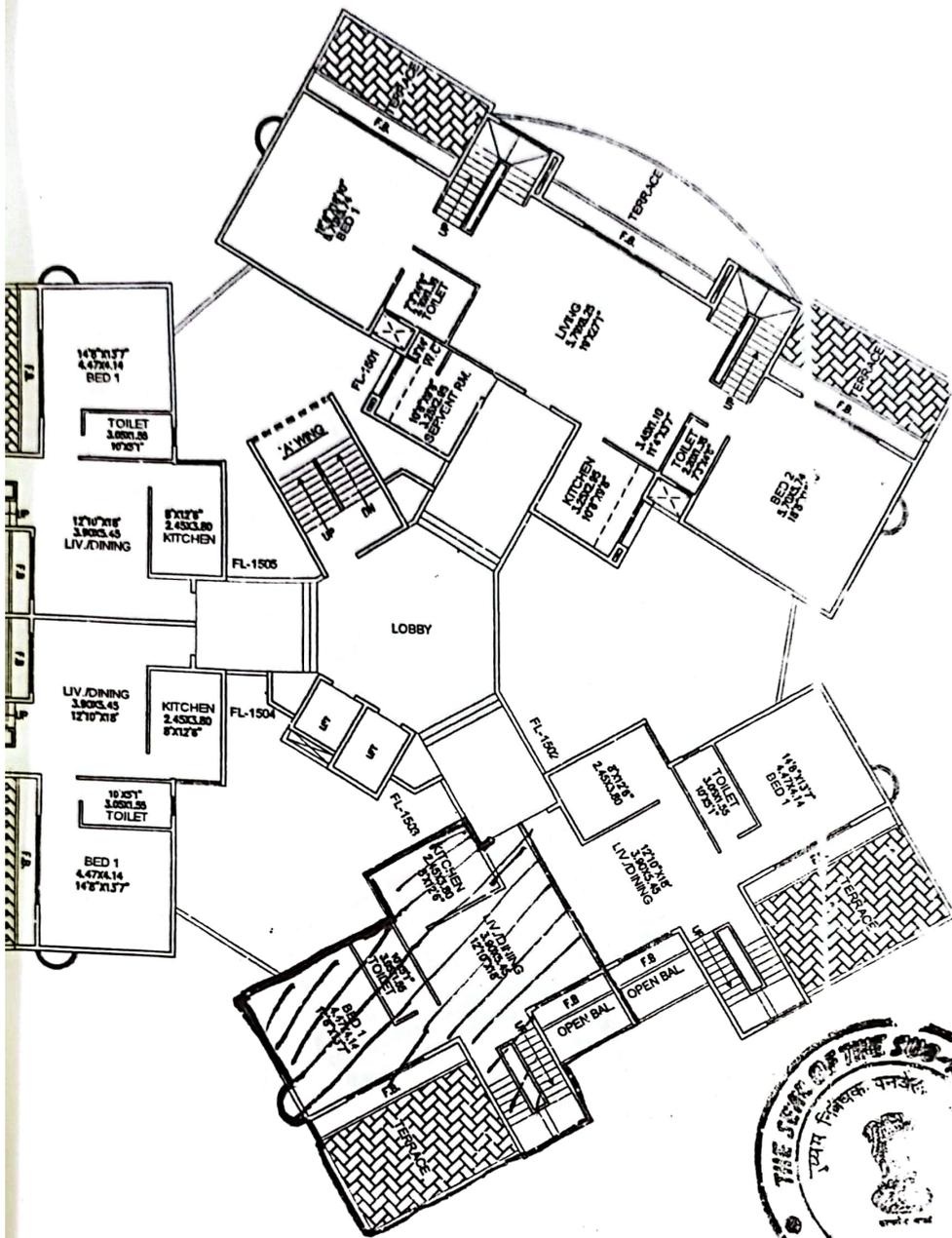
Date : 2nd May 2005.



FOR SHARMA & ASSOCIATES

Ramesh R. Sharma
RAMESH R. SHARMA
B.Com., LL.B
Advocate High Court
Add: 72 (A), Prabhat Centre
C.B.D - Navi Mumbai





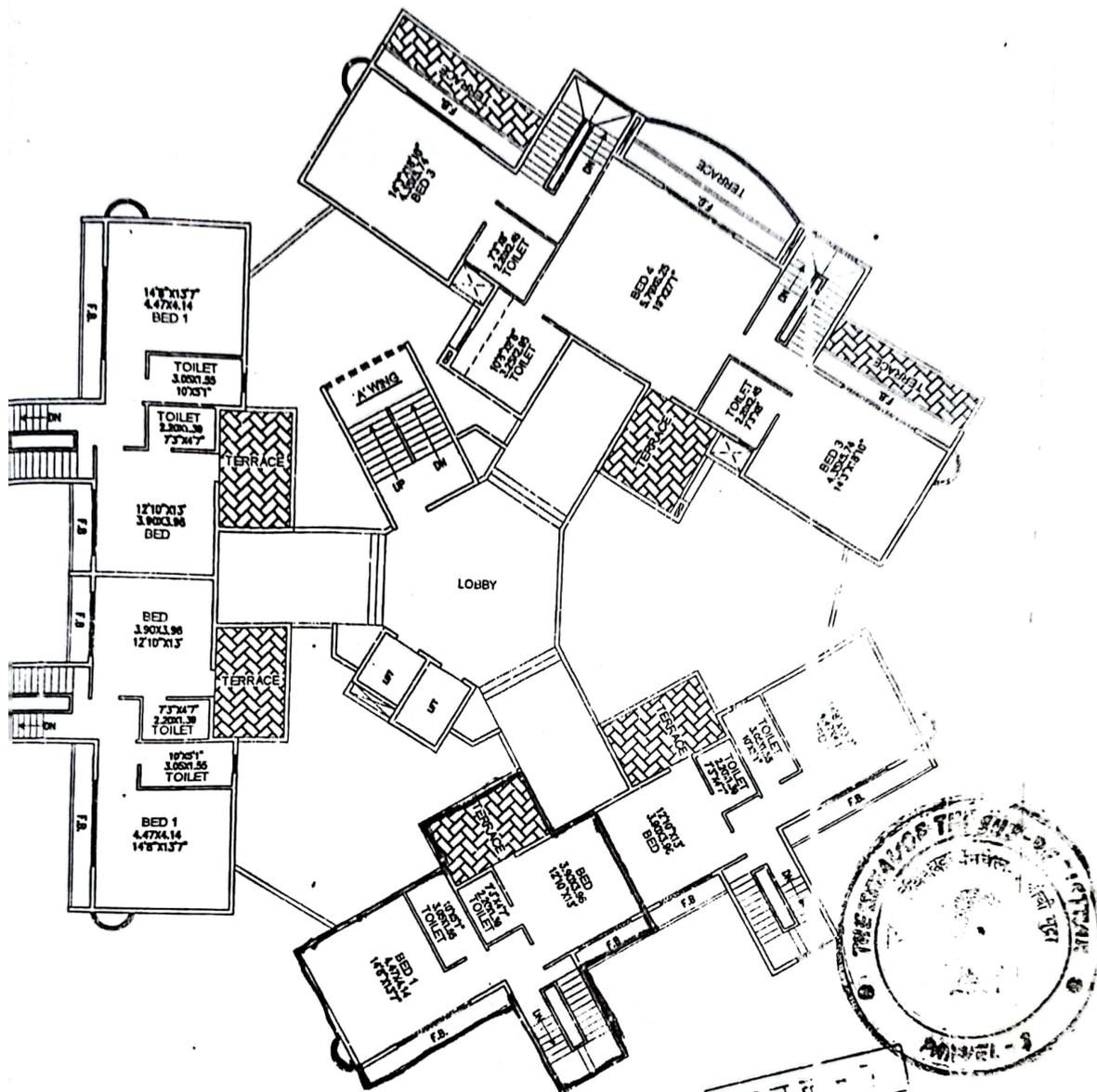
(WING-A)
15TH FLOOR PLAN



WING	FLOOR	PROJECT	SIGN OF PURCHASER	SIGN OF DEVELOPER
		" TWINS "	<i>[Signature]</i>	<i>[Signature]</i>
		PLOT NO. 57, SECTOR-20, KHARGHAP, NAVI MUMBAI		

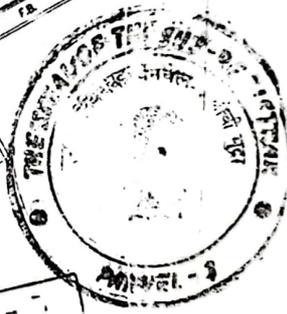
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(WING-A)
18TH FLOOR PLAN

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WING	FLOOR	PROJECT	SIGN. OF PURCHASER	SIGN. OF DEVELOPER
		" TWINS "	<i>[Signature]</i>	
		PLOT NO 57, SECTOR-20, KHARGHAR, NAVI MUMBAI.		

Radhika

सिडको

सिडको व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादेत

प्रीकृत कार्यालय :

सिडको, दुसरा मजला, नवी मुंबई,
- ४०० ०२९.

फोन : (स्वागत कक्ष) ००-९१-२२-५६५० ८९००

००-९१-२२-५६५० ०९२८

फॅक्स : ००-९१-२२-२२०२ २५०९ / ५६५० ०९३३

मुख्य कार्यालय :

'सिडको' भवन, सी.बी.डी., वेलापूर
नवी मुंबई - ४०० ६९४.

दूरध्वनी ००-९१-२२-५५९९ ८९००

फॅक्स ००-९१-२२-५५९९ ८९६६

क्र.: CIDCO/BP/ATPOI/620

दिनांक

29/3/07

To,

M/s Creative Enterprises,
22/23, Crystal Plaza, Sector-07, Kharghar
NAVI MUMBAI

Sub :- Occupancy Certificate for Residential Building of
Plot No.57, Sector -20 at Kharghar (12.5 Scheme)
Navi Mumbai.

Ref :- 1) Your architect's letter dated 19/10/2006, 20/02/2007 &
29/03/2007

2) IDC (100%) paid of Rs. 69,50,860/- vide challan
no. 89252, dtd. 05/10/2004 for amount Rs.35,00,000/- &
vide challan no. 108307, dtd. 20/03/2007 for amount
Rs. 34,50,860/-



Dear Sir,

Please find enclosed herewith the necessary Occupancy Certificate for Residential Building on above mentioned plot alongwith as built drawings duly approved.

Thanking you,

Yours faithfully,

(N.S. Swami)

(N.S. Swami) 29/03/07

Additional Town Planning Officer/
Navi Mumbai & Khopta

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सिद्धि

शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

निर्देशित कार्यालय :

निर्मल, दुसरा मजला, नरीमन पॉइंट,

बॉई - ४०० ०२९.

दूरधनी : (स्वागत कक्ष) ००-९१-२२-५६५० ०९००

००-९१-२२-५६५० ०९२८

फॅक्स : ००-९१-२२-२२०२ २५०९ / ५६५० ०९३३

मुख्य कार्यालय

'सिर को' भवन, सी.बी.डी. बेलापूर,

नवी मुंबई - ४०० ६९४.

दूरधनी : ००-९१-२२-५५९९ ८९००

फॅक्स : ००-९१-२२-५५९९ ८९६६

दर्श क्र.: REF NO: CIDCO/BP/ATPO/ 6820

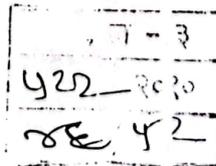
दिनांक: 29/3/2007

OCCUPANCY CERTIFICATE

I hereby certify that the development of Residential Building [Total BUA= 10416.667 Sq.mtrs. Res. BUA=9070.789 Sq. mtrs, Comm. BUA=1345.878 Sq.mtrs. (No. of Units R-153, C-48)] on Plot No. 57, Sector-20 at Kharghar (12.5 Scheme) of Navi Mumbai completed under the supervision of M/s. Vistaar has been inspected on 30/10/2006 and I declare that the development has been carried out in accordance with the General Development Control Regulations and the conditions stipulated in the commencement certificate dated 04/02/2005 and that the development is fit for the use for which it has been carried out.



(N.S. Swami) 29/03/07
Additional Town Planning Officer
Navi Mumbai & Kharghar



150 (copy)

REF. NO. UDCO/ATPO/166

CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD.

COMMENCEMENT CERTIFICATE

Permission is hereby granted under section-45 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra XXIV) of 1966 to M/s- Creative Enterprises.

Unit/Plot No. 57 Road No. — Sector 20 Node Kharghar 4E of Navi Mumbai. As per the approved plans and subject to the following conditions or the development work of the proposed Residential Bldg. (G+16) str.

Resi. BUA = 9063.152 m² ; Comm. BUA = 1358.789 m²
Total BUA = 10,421.941 m²

(Nos. of Residential Units 153 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 by 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 in whose name the 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.

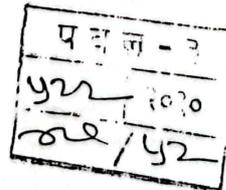


2. The applicant shall :

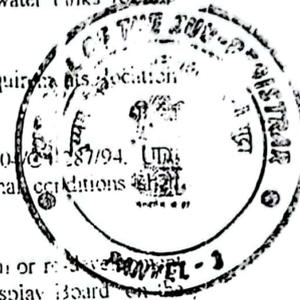
- 2(a) Give a notice to the Corporation for completion of development work upto plinth level, atleast 7 days before the commencement of the further work.
- 2(b) Give written notice to the Corporation regarding completion of the work.
- 2(c) Obtain Occupancy Certificate from the Corporation.
- 2(d) Permit 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 - 1975 in force.

4. The Certificate shall remain valid for period of 1 year from the date of its issue, thereafter revalidation of the same shall be done in accordance with provision of Section-48 of MRTP Act- 1966 and as per regulation no.16.1(2) of the GDCRs - 1975.



5. The conditions of this certificate shall be binding not only on the applicant but also on its successors and /or every person deriving title through or under him.
6. A certified copy of the approved plan shall be exhibited on site.
7. The amount of Rs. 17,500/- 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 requirement and location of transformer, if any, etc.
10. As per Govt. of Maharashtra memorandum vide No.TBP/4393/150/104/187/94, LUDA 11/RDP, Dated 19th July,1994 for all buildings following additional conditions shall apply.
 - i] As soon as the development permission for new construction or re-development is obtained by the Owners/Developer, he shall install a "Display Board" on a 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 & Mode 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 newspaper one of which should be in regional language.



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

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

[Signature]
04/01/05
ADDL. TOWN PLANNING OFFICER
Navi Mumbai & Khopta
[Signature]

C.C. TO: ARCHITECT
Yistax

C.C. TO: Separately to :

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



पत्र
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आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

RAMCHANDRA MANRAJ YADAV

MANRAJ YADAV

25/03/1969

Permanent Account Number

ABEPY0032D


Signature



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

CHAVAN RAM BEGAI
BEGAI GANPATHI CHAVAN

26/09/1978

Permanent Account Number

AHBPC1630N


Signature

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16/01/2010

12:27:10 pm

दुय्यम निबंधकः

सह दु.नि.पनवेल 3

दस्त गोषवारा भाग-1

पयल3

दस्त क्र 522/2010

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दस्त क्रमांक : 522/2010

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1	<p>नाम: अनुप नायडू - -</p> <p>पता: घर/फ्लॅट नं: सदनिका क्र 506, टिडीन्स को ऑप ही सोसा लि. प्लॉट नं 57, से 20, ए विंग , खारघर</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाव: -</p> <p>ईमारत नं: --</p> <p>पेट/वसाहत: -</p> <p>शहर/गाव:-</p> <p>ताल</p>	<p>लिहून घेणार</p> <p>वय 38</p> <p>सही</p>		
2	<p>नाम: राधिका नायडू - -</p> <p>पता: घर/फ्लॅट नं: -/-</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाव: -</p> <p>ईमारत नं: --</p> <p>पेट/वसाहत: -</p> <p>शहर/गाव:-</p> <p>तालुका: -</p> <p>पिन: -</p> <p>पॅन नम्बर: form 60</p>	<p>लिहून घेणार</p> <p>वय 29</p> <p>सही</p>		
3	<p>नाम: मे/- क्रिएटीव्ह एन्टरप्रायझेस तर्फे भागीदार विठ्ठल जे चौपडा - -</p> <p>पता: घर/फ्लॅट नं: 22/23, क्रिस्टल प्लाझा, से 7, खारघर ता पनवेल</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाव: -</p> <p>ईमारत नं: -</p> <p>पेट/वसाहत: -</p> <p>शहर</p>	<p>लिहून देणार</p> <p>वय - 42</p> <p>सही</p>		

hawa
दुय्यम निबंधक, पनवेल-२
(वर्ग-२)



पंज करुन देणार तथाकथीत [करारनामा] दस्तऐवज करुन दिल्याचे कबूल करतात.

1 OF 1



दस्त गोपवारा भाग - 2

पयल3

दरत क्रमांक (522/2010)

42142

दस्त क्र. [पयल3-522-2010] चा गोपवारा
बाजार मुल्य :7968500 मोबदला 7000000 भरलेले मुद्रांक शुल्क : 461000

पावती क्र.:537 दिनांक:16/01/2010
पावतीचे वर्ण
गांव: अनु। नायडू - -

दस्त हजर केल्याचा दिनांक :16/01/2010 12:20 PM
निष्पादनाचा दिनांक : 31/12/2009
दस्त हजर करणा-याची सही :

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30000 नोंदणी फी
1010 : वकल (अ. 11(1)), पृष्ठांकनाची
नक्कल (अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) >
एकत्रित फी

31040: एवू ण

दस्ताचा प्रकार :25) करारनामा
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 16/01/2010 12:20 PM
शिक्का क्र. 2 ची वेळ : (फ्री) 16/01/2010 12:25 PM
शिक्का क्र. 3 ची वेळ : (कबुली) 16/01/2010 12:27 PM
शिक्का क्र. 4 ची वेळ : (ओळख) 16/01/2010 12:27 PM

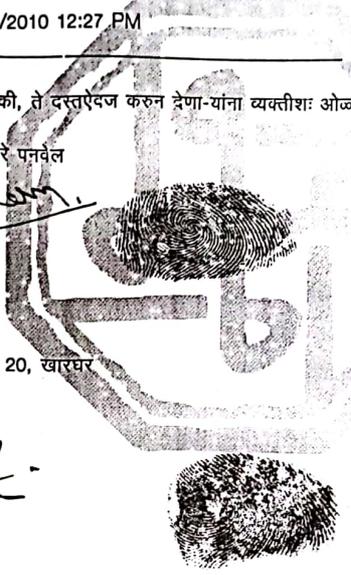
दु. निबंधक सही, सह दु.नि.पनवेल 3

दस्त नोंद केल्याचा दिनांक : 16/01/2010 12:27 PM

ओळख :
खालील इसम असे निवेदीत करतात की, ते दस्तऐदज करुन देणा-यांना व्यक्तीशः ओळखतात,
व त्यांची ओळख पटवितात.

1) राम चव्हाण - - ,घर/फ्लॅट नं: नैरे पनवेल
गल्ली/रस्ता: -
ईमारतीचे नाव: --
ईमारत नं: -
पेट/वसाहत: --
शहर/गाव:--
तालुका: -
पिन: -

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2) राम यादव - - ,घर/फ्लॅट नं: से 20, खारघर
गल्ली/रस्ता: -
ईमारतीचे नाव: --
ईमारत नं: -
पेट/वसाहत: --
शहर/गाव:-
तालुका: -
पिन: -

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दु. निबंधकाची सही
सह दु.नि.पनवेल 3



मागणत करण्यास येते की सदर दस्तास एकूण 42
पाने आहेत.

दुय्यम निबंधक पनवेल-३ (वर्ग-२)

शुल्क क्रं. १
क्रमांक 422 - - घर नोंदला

दुय्यम निबंधक पनवेल-३ (वर्ग-२)
दिनांक: 9 जाने 9 सन 2010