नेवा हाईट्स सह. गृहनिर्माण संस्था मर्यादित

नो. क्र. एन.बी.ओ,एम. / सिडको / एच.एस.जी. (टी.सी.) / ७५६१ / जेटीआर / सन २०१८-१९

			COMMUNICATIVA CONTRACTOR	and the second second
पत्ला : भूखंड फ्र. ९८, सेघटर - ८ए, ऐरोली, सबी मुंबई - ४	800 906.	- ray an analogo alakka	eljuje traji izana zaron zaron en	magazagin (ilando ar . revolven) kadapaterin
rich a. Newo/2024.25/02	दिगांक :	05	NOA	2024

The Assistant General Manager, State Bank of India. Retail Assets Centralized Processing Cell

NEWA HEIGHTS CHS, LTD.

Hereby certify that:

NEWA HEIGHTS CHS. LTD.

OPP. AIRCLI SECRTS ASSOCIATION, AIROLI, NAVI MUMBAI-400 708.

2) That the total cost of the house/flat is Rs. 88,00,000/~ (Rupees Eighty Eight takh only

- 3) That title to the said land and the building thereon is clear, marketable and free from all encumbrances and doubts except the charge of State Bank of India.
- 4) We confirm that we have no objection whatsoever to additionally mortgaging the flat/house to State Bank of India as security for the additional amount advance by the Bank.
 - 5) We have not borrowed from any financial institution for purchase of land or construction of building, have not created, and will not create any encumbrances on the flat/house allotted to him/her/them during the currency of the loan sanctioned/ to be sanctioned by the Bank to him/her/them.
 - 6) We are agreeable to accept State Bank of India as a nominee for the flat/house allotted to Mos. Toryanka and once the nominations favoring the bank has been registered and advice sent to the Bank having done so, we note not to change the same without the written consent of the Bank.
 - 7) We further state and undertake to record the charge of the bank on the said flat in our register

हाईटस सह. गृहनिर्माण संस्था मर्यारित एन.बी.ओ.एम./ विष्टको/ल्य (मा.जी.

Friday, March 11, 2011

12:10:08 PM

गावाचे नाव

पावती

Original

नोंदणी 39 म.

Regn. 39 M

पावती क्र. : 1022

दिनांक

11/03/2011

दस्तऐवजाचा अनुक्रमांक

ऐरोली

दस्ता ऐवजाचा प्रकार

सादर करणाराचे नाव: निलेश मुरलीधर

नोंदणी फी

16800.00

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

860.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (43)

17660.00

आपणास हा दस्त अंदाजे 12:24PM ह्या वेळेस मिळेल

दुय्यम निंबधक सह दु.नि.का-टाणे 9

बाजार मुल्य: 1675500 रु. मोबदला: 1580000रु.

भरलेले मुद्रांक शुल्क: 66400 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बॅकेचे नाव व पत्ताः भारतीय स्टेट बैंक;

डीडी/धनाकर्ष क्रमांक: 673305; रक्कम: 16800 रू.; दिनांक: 17/02/2011

T.C. (03375)

टर्नान गंग्था मर्यादित

दुय्यम निबंधक: सह दू.नि.का-ठाणे 9

दस्तक्रमांक व वर्ष: 1017/2011

Friday, March 11, 2011

12:12:58 PM

सूची क्र. दोन INDEX NO. II

नोंदणी 63 म.

Regn. 63 m.e

गावाचे नाव: ऐरोली

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटट्याच्या

बाबतीत पटटाकार आकारणी देतो

की पटटेदार ते नमुद करावे) मोबदला रू. 1,580,000.00

बा.भा. रू. 1,675,500.00 _

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

(1) वर्णनः (झोन - 1/65)सदनिका क्र.४०४, चौथा मजला,प्लॉट नं.९८,नेवा हाईटस,सेक्टर ८ए, ऐरोली,नवी मुंबई.क्षेत्र 32.463 चौ.मी.कारपेट

(3)क्षेत्रफळ

(1)

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता

(1) मे. इशादित इंटरप्रायजेस तर्फे भागीदार नितीन जोयसर - -; घर/फ्लॅट नं: -; गल्ली/रस्ताः -; ईमारतीचे नावः -, ईमारत नं: -; पेठ/वसाहतः से 12, कोपरखैरणे; शहर/गावः -; तालुका: : पिन: -; पॅन नम्बर: ADTPJ5634R.

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता

(1) निलेश मुरलीधर पाटील --; घर/फलंट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: गोठीवली, पो.घनसोली, ; तालुका: -;पिन: -; पॅन नम्बर: ALKPP6323L. (2) प्रियंका निलेश पाटील - -; घर/फ़लॅंट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं:

-; पेठ/वसाहत: -; शहर/गाव: सदर; तालुका: -;पिन: -; पॅन नम्बर: BGMPP0115J.

(7) दिनांक

करून दिल्याचा

(8)

नोंदणीचा

11/03/2011 11/03/2011

(9) अनुक्रमांक, खंड व पृष्ठ

1017 /2011

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

रू 66375.00

(11) बाजारभावाप्रमाणे नोंदणी

रू 16800.00

(12) शेरा

सह दुस्यम निवंधक वर्ग २ ठाणे क्र. ९

----- गंग्था मर्यादित

मूल्यांकन पत्रक

Friday March 11 2011 11 54 18AM

भुल्यांकन

2011

जिल

ठाणे

धम्ध

गिरमान्य । अर्था

153-गावाचे नाव : एैरोली (नवी मुंबई महानगरपालिका)

क्षेत्राचे स

1/65 - एैरोली नोड सेक्टर नबंर 8 अ

सर्व

इतर -

याषिक मूल्य दर तक्त्यानुसार जिमनीचा दर

ख्ली 19400 00

निवासी सदन

कार्य

द्कान

औद्योग

43000.00

Navi Mumbai/Thane

54000.00

64500.00

54000.00

मिळकतीचे क्ष

38.95

बांधकामाचे व

1-आर सी सी

मिळकतीचा वा

निवासी सदनिका

उद्ववाहन स्व

/100)

आहे

मिळकतीचा प्र मिळकतीचे वय

बांधीव 0 TO 2 वर्षे

बांधकामाचा

दर मजला

Ground to 4th Floor

घसा-यान्सार मिळकर्तीचा प्रति चौ मीटर म्लयदर

(वाषिक म्ल्यद

(43000.00

* धसा-यानुसार

* मजला निहाय

*(100.00 /100)

घट/वाढ

43000.00

Al

म्ख्य मिळकतीचे मेल्य

घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर *

* 100

मिळकर्तीचे क्षेत्र

43000.00

38.95

1674850.00

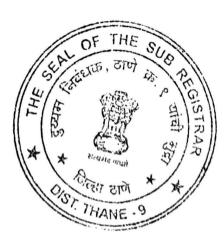
र कांत्रेत अंतिम म्राच्य

अतिम मुल्य दर +तळघराचे मुल्य + पोटमाळ्याचे मुल्य + खुल्या जिमनीवरील वाहन तळाचे मुल्य -वंदिस्त वाहन तळाचे मुल्य -लगतच्या गच्चीचे मुल्य + वरील गच्चीचे मुल्य + इमारती भोवतीच्या

A + B + C + D + E + F + G + H

1,674,850.00 + 0.00 + 0.00 + 0.00 + 0.00 + 0.00 - 0.00 + 0.00

1,674,850.00 /-





मंत्रभा मयादित





INDIA NON JUDICIAL

Government of Maharashtra

e-Stamp



Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-MH01959212445005J

: 21-Feb-2011 02:04 PM

SHCIL (FI)/ mhshcil01/ VASHI/ MH-NVM

SUBIN-MHMHSHCIL0102086569277341J

: NILESH MURLIDHAR PATIL

Article 25(b)to(d) Conveyance

FLAT NO-404,4TH FLR,NEWA HEIGHTS,PLOT NO-98,SEC-8

A,AIROLI,NAVI MUMBAI

: 15,80,000

(FifteenLakh Eighty Thousand only)

: ISHAADIT ENTERPRISES

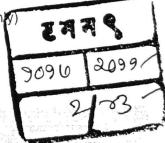
6 NILESH MURLIDHAR PATIL

NILESH MURLIDHAR PATIL

66,400

(Sixty Six Thousand Four Hundred on)





Please write or type below this line.....



A



करापुरा हाए पृष्टिम होने पर ही वैध के जल छ: पहिनों के लिये हो वैध कर्मप्रकारी व्यवस्थारन समार्थाट YALID FOR SIX MONTHS ONLY UND BRANCH.RABALE TRANS-THANA-CREEK I A भारतीय स्टेट बॅंक म त. ६८,००० एवं अधिक के लिएक से अधिकारियों प्राप्त इस्तावृतिक होते पर ही बच्च है। State Stank of India [Q11 4441 112 12 15 4 44 4 44 12 4 16 HOL ANTO MITTER BIONED BY I NO OBJECTIVE M .CODE No: 03375 Key: SUBHIQ DEMAND DRAFT el No 02200-276063 Sr No: 826864 וווֹ אווּשׁנ ON DEMAND PAY JOINT SUB REGISTRAR THANE 8 JOINT SUB REGISTRAR THANE या उनके आदेश पर OR ORDER 7 देवाय Rs. [1[6[8]0[0] ENGHE ZEHC (ZEHO) 3 RUPEES TITHUS THUS HINDS TENS 5 AMOUNT BELOW 16801(1/5 PAISE ZERO ONLY अदा करें । / VALUE RECEIVED 3 शारतीय रटेट बँक STATE BANK OF INDIA 2 HEIGHT I DRAWEE BRANCH: COLLECTORATE BRANCH THANE **耐味市**、/CODE No: 04319 IOI 000172673305 Key Key: SUBHIQ Sr. No: 828884 (हरताक्षर न-हा। क्र० / इ.इ. ५०

"E73305" 0000020001: 000172" 16

AGREEMENT FOR SALE

9090 2099_ 8/83/

AGREEMENT FOR SALE made and entered in to at VASHI, NAVI

MUMBAI on this 11 day of MARCH 2011 BETWEEN

M/S. ISHAADIT ENTERPRISES, the Partnership Firm having its registered office at Shop No. 27, Laxmi Narayan Complex, Sector – 12, Koperkhairane, Navi Mumbai – 400 709, hereinafter called the "BUILDERS" [which expression shall unless repugnant to the context or meaning there of be deemed to mean and include the partners for the time being and the last surviving partners, their heirs, executors, administrators and assigns] of the FIRST PART:







~ ६ नंत्रा पर्यादित

AND

MR./MRS	Milesh	Mwelic	dhar	Patil/	
	Priyanka				

Age 30/27 year, Indian inhabitant having his/her/their/its address at Shramsafalya Near Narayan Furniture.
Works. At Gothivali, Post Ghansoli, 400701

hereinafter called and referred to as "THE PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and includes his/her/its/their respective heirs. executors, administrators, successors and assigns) of the SECOND PART.

WHEREAS:

- A] The City & Industrial Development Corporation of Maharashtra Ltd.,

 (hereinafter referred to as "CIDCO") is the New Town Development

 Authority declared for the area designated as a site for new town of Navi

 Mumbai by Government of Maharashtra in exercise of its powers under

 Subsection (1) and (3-A) of Section 113 of the Maharashtra Regional and

 Town Planning Act 1966 (Maharashtra XXXVII of 1966 (hereinafter referred to as "The said Act")
 - B] The State Government in pursuant to Section 113 (A) of the said Act, acquiring lands described therein and vesting such lands in the CIDCO for development and disposal.
 - mr. Eknath Pundalik Mhatre and three others have requested the CIDCO to grant lease of a piece or parcel of land in lieu of the land acquired and vester in CIDCO by the State Government and described hereinafter.

 D] The CIDCO has agreed to grant a lease of all that piece or parcel of land was a lease of
 - The CIDCO has agreed to grant a lease of all that piece or parcel of land admeasuring 979.89 sq.mts. bearing Plot No.98, Sector 8A, Airoli, Navi Mumbai and described in the Schedule hereunder written and annexed here to

as schedule -I.

H Kin

ANTI STOT A STATE STOTE STOTE

- E] The said Mr. Eknath Pundalik Mhatre and three others have paid on 11-05-2009 to the sum of Rs.32,830/- (Rupees Thirty Two Thousand Eight Hundred Thirty only) being the full premium required to be paid by to the CIDCO.
- F] CIDCO by an Agreement to Lease dated 4th June 2009 duly registered under Serial No.TNN-9/917 of 2009 entered with Mr. Eknath Pundalik Mhatre and three others have agreed to demise and grant lease of the said property on the terms and conditions mentioned therein.
- G] CIDCO has handed over the vacant possession of the said property to Eknath Pundalik Mhatre and three others on 4th June 2009.
- By Tripartite Agreement dated 15th July 2009 duly registered under serial No.TNN-6/2440 of 2009 CIDCO with the consent of Eknath Pundalik Mhatre and three others have agreed to grant lease in respect of the said property in favor of the Developers on the same terms and conditions as contained in the Agreement to lease dated 4th June 2009 entered between CIDCO and Eknath Pundalik Mhatre and three others.
- Pursuant to the said Tripartite Agreement dated 15th July 2009 the Builders were put in possession of the said property.
- The Builders have submitted the plan for the development to the Navi Mumbai Municipal Corporation (NMMC) and NMMC has approved the plan and granted the Commencement Certificate bearing No.4635 dated 16th December 2009 to develop the said property as per the Plan and specifications approved therein and subject to the conditions mentioned therein.
- The Builders have entered into a standard agreement with Architects Ms. U

 Dimensions Architects Pvt. Ltd., registered with the Council of Architects and Such agreement is as per the agreement prescribed by the Council of Architects.

2099

The Builders have appointed a structural Engineer M/s. Jay Kumar Mange for the Supering and drawing of the boundings, and the preparation of the structural designs and drawing of the boundings, and the property of the structural designs and drawing of the boundings, and the structural designs and drawing of the boundings, and the structural designs and drawing of the boundings, and the structural designs and drawing of the boundings, and the structural designs and drawing of the boundings.

#

~ - मंग्णा प्रयोदित

Builders have accepted the professional supervision of the Architect and the structural Engineer till the completion of the buildings.

- M] The Builders have the sole and exclusive right to sell premises constructed thereon and to enter into agreement with the Purchasers of the flats and to receive the sale price in respect thereof and also to allot parking spaces. The Purchaser of flat/parking spaces for the sake of brevity is referred to as "Said Flat".
- N] The Purchaser has demanded from the Builders and the Builders have given inspection to the Purchaser of all the documents of the title relating to the said property, plan, design and specifications prepared by the Builders' Architect and of such other documents as are specified under the Maharashtra Ownership Flats Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963 (hereinafter referred to as the "Said Act") and the rules made there under and whereas the purchaser has satisfied himself/herself/themselves prior to the execution of this agreement ,about the title of the builders of the said land and he/she/they have no objection for the same.
 - O] The copy of the Certificate of Title issued by Mr. G.S. Bhatt Advocate for the Builders to the said property on which the building is to be constructed and Commencement Certificate issued by NMMC has been annexed hereto and marked Annexure "A & B" respectively.
 - P] The Builders have got approved from the NMMC the plans, spec elevations, sections and details of the said building.
 - While sanctioning the said plans NMMC and/or Government Authorities have laid down certain terms and conditions, stipulations and restrictions which are to be observed and performed by the Builders while developing the said property and upon the observance and performance of which only the

#

Kirk.



- completion and occupation certificate in respect of the said building shall be granted by the concerned authorities.
- R] The Builders intend to start construction of the said building having stilt and 13 storeys or more in accordance with the sanctioned plans to be known as "NEWA HEIGHTS".
- SI The Builders is desirous of selling the Flats in the above said building/s on ownership basis and the Purchaser being interested in purchasing a Flats on ownership basis in the said building and approached Builders and a talked regarding sale transaction of the Flat. After the discussion Builders agrees to sell and the Purchaser agrees to purchase a Flat No. 404 on the floor, admeasuring carpet area thereabout 349.49; Sq.ft. equal to 32-43 Sq.Mtr. in wing with without covered open parking in the building known as NEWA HEIGHTS which is being constructed on the Said Land and more particularly described in the schedule - II and Annexure -"C" written hereunder (hereinafter referred to as "THE SAID PREMISES") for the total Lump Sum Consideration of Rs. 1580000/-Rupees Fifteen labb Eighty-House Only) including/excluding amenities under the terms and conditions as mutually settled and agreed between the parties as appearing herein below.

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

1. The Builders has proposed to construct multistoried building with comprising of stilt plus 13 storey's or more on the said property in accordance with the plans, designs and specifications approved by the NMMC which have been seen by the Purchaser with only such variations and modifications as the Builders may consider necessary or for variation of storey's of the building or as may be required by the NMMC or the Government to be made in them or any of them.

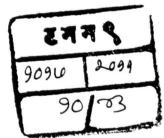




It is expressly agreed by and between the parties hereto that in respect of the above payments, time of payment according to the schedule of payment is the essence of the contract.

- 3. The Purchaser agrees to pay to the Builders interest at the rate of @24(Twenty Four) % p.a. percent per annum on all the amounts which becomes due and payable by the Purchaser to the Builders under the terms of this agreement from the date the said amount becomes due and payable by the Purchaser to the Builders.
- B) The Purchaser/s have also agreed to pay the stamp duty & registration charges in respect of the Said Premises incidental to the execution of this Agreement.

 Service Tax, Vat or Other Taxes if any levied by the Government are payable by the purchaser/s.
- C) In addition to the above Sale Consideration the Purchaser has/have to pay to the Builders the other charges for:
 - i) Legal charges for documentation.
 - ii) Formation and registration charges for the Society or Limited Company.
 - iii) MSEB Meter deposit & electric connection/electric sub-station, cable laying charges.
 - iv) Water Resources charges.
 - v) CIDCO Development charges.
 - vi) CIDCO infra-structure Development Charges.
 - vii) CIDCO Transfer charges.
 - viii) Building maintenance Deposit.



Amounting to total Consideration for all the above item is Rs. 81250/(In Words - Eighty one thousand two hundred fifty only).

(D) The Purchaser/s agrees to and bind himself/ herself/ themserves to the Builders his/her/their proportionate share in property taxes

nare in property races or any other Con RAR

*

— जंदरणा पराहित

rates or collect bill as determined by the Builders right from the beginning of the levy by the appropriate local authority which is empowered to levy such property taxes or rates or collect bills, etc. in respect of the building proposed to be constructed on the Said Land as described in the First Schedule and determined by the local authority in respect of the Said Land. As regards Electricity and water deposit and other charges, insurance charges, common lights, watchman, sweeper, sanitations, additions and alteration, oil painting, color washing, repairs etc. and all other outgoings and expenses incidental to the management and maintenance of the property, the Purchaser agrees that from the date of delivery of possession (which date means the day on which the Builders shall give notice to the Purchaser/s that the Said Premises is ready for possession, he/she/they shall pay Rs. 1300 /- every month in advance towards and on account of maintenance charges and expenses as aforesaid to the Vendor/Developer. The Purchaser/s shall indemnify and keep indemnified the Vendors/Developer against the aforesaid outgoing and taxes and other payment and expenses. If on account of failure on the part of the Purchaser/s and/or the other Premises occupiers to pay the proportionate share against the above payments of the outgoings and other taxes remain in arrears and the local authority takes any action for recovery of the same the Party of the First Part and the Developer shall not be liable or responsible for any loss or damage suffered by the Purchaser/s on account of the said action. Further provided that in the case of actual expenses of outgoing and taxes and other expenses as aforesaid comes to more than Rs. /300/- per month the Purchaser/s shall pay the same forthwith on demand made by the Developer / Vendors.

The fixtures fittings and amenities to be provided by the Vendor - Developed in the said Premises and in the said building are those that are set out in the Schedule-III hereto.

4.

said building are those that are set out in the 9090 2099
efault in payment on due date any amount due

On the purchaser committing default in payment on due date any amount due and payable by the Purchaser to the Builders under this agreement including his/her proportionate share of taxes levied by concerned local authority and other outgoings and on the purchaser committing hereinafter or and the builders are committed.

the terms and conditions herein contained the Builders stalks

H 8 King

agreement. In any of the aforesaid event, the Purchaser shall personally be liable and responsible for civil and criminal liabilities and/of for any action and/or proceedings which may be initiated by NMMC/CIDCO or any other Authority and shall always keep indemnified the Builders as against all such actions proceedings, penalty or otherwise of any nature whatsoever.

- As soon as the building is notified by the Builders as complete or on the issue of occupation or part occupation certificate in respect of the Flat therein by the NMMC each of the acquirers of flat in the building including the Purchaser shall pay the balance of price payable by him/her for the flat agreed to be acquired by him/her within 7 days of notice being sent to individually or being/put up at some prominent place in the said building. If any of the acquirers of flat including the Purchaser fail to pay the agreed price or the balance of the agreed price as aforesaid the Builders will be entitled to forfeit the amounts previously paid by such defaulting acquirers of flat who shall loss all rights in the premises agreed to be acquired by him/her.
- "NEWA HEIGHTS" as per the aforesaid sanctioned building plans. The Builders agree that it shall be the liability of the Builders to construct the said building according to the plans and specifications approved by the NAME.

 As recited above, the said Building will have with stilt and 13 storer's in the locality is increased or otherwise TDR becomes available to the Builders for further construction and/or the Builders decide to vary/amend the said sanctioned plan and if the NMMC permits construction of additional flats and/or amendment to high said sanctioned.

entitle

 \Rightarrow

building plans, then and in such event, the Builders state

THE FIRST SCHEDULE ABOVE REFERRED TO:

SCHEDULE - I

ALL THAT PLOT OF LAND admeasuring 979.89 sq.meter bearing Plot No.98, Sector 8A of village Airoli, Navi Mumbai and bounded.

On or towards North by

Plot No.97

On or towards South by

Plot No.99

On or towards West By

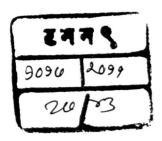
15 mt. Wide Road

On or towards East by

Plot No.96

SCHEDULE - II

The Flat No. 404 on the 445 floor, admeasuring carpet area thereabout 349.43 Sq.ft. equal to 32.463 Sq.mtr. in wing A/B/C with or without covered/open parking in the building known as "NEWA HEIGHTS" standing on Plot No. 98, in Sector No.8A, of 12.5% Airoli G.E.S Scheme, Tal. Dist. Thane, Navi Mumbai,





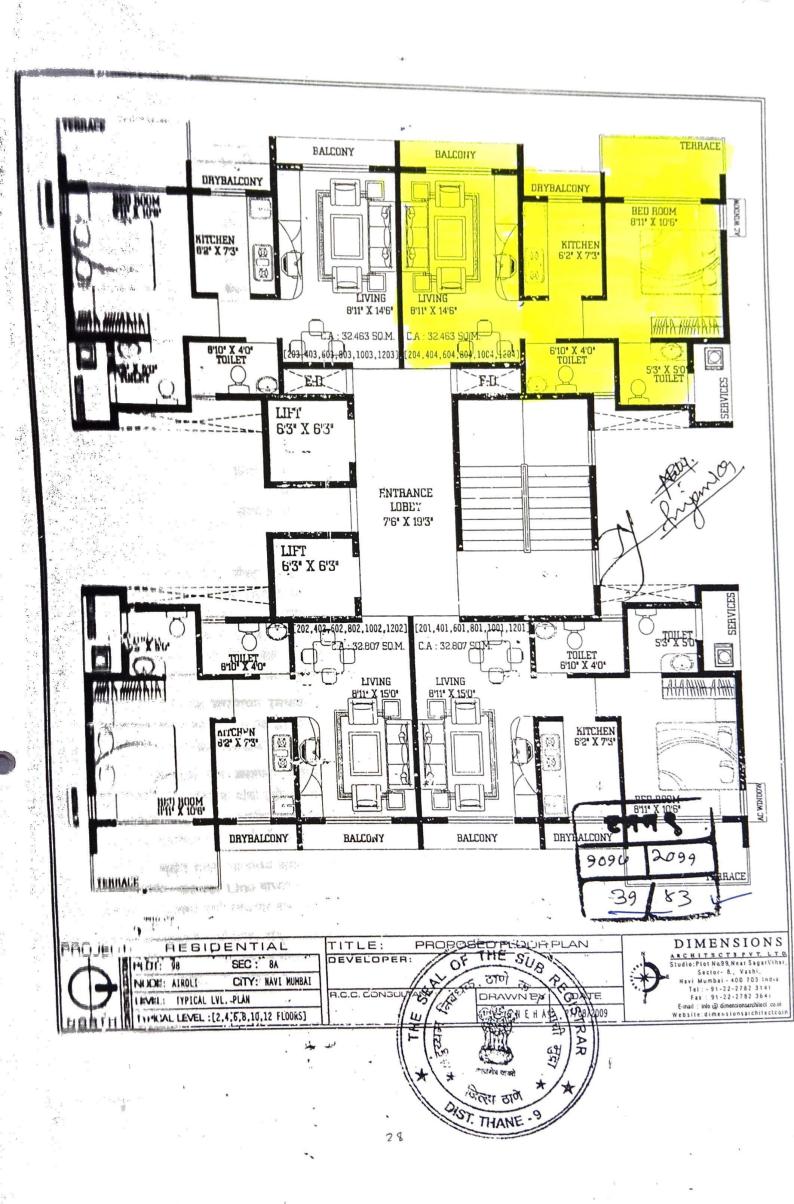


IN WITNESS WHEREOF the parties hereto have hereunto set and sublimids this day and year first hereinabove mentioned.

NIGNED AND DEL	IVERED BY		
the withinnamed BU			
M/n. ISHAADIT EN			/
(PAN NO. ADTP.	Toisos		- busy
In the presence of:		Bajana Pot	(2)
2. Mr.: Murlid	Thar Madhen	Patil C	retid
NIGNED AND DEI	LIVERED BY		
the within named "	THE PURCHAS	SER/S"	
Mr./Mrs. <u>Nilesh</u> Ponyan			House
(PAN NO.)	Jan Jan
	1		
In the presence of			
1. AShok Go	pal Patil	ON AHANUS -	

Mr: Murlidhar Madhau Patil

1 ye





नवी मुंबई **महानगरपा**लिका

Navi Mumbai Municipal Corporation 1ST. FLOOR, BELAPUR BHAVAN, C.B.D.,

पहिला माळा, बेलापूर घवन, सी.ची.डी.,

ववी मुंबई - ४०० ६१४.

दूरध्वनी क्र. : २७५७ ७० ७०

२७६७ ५७ ०० 7646 30 64 NAYI AJUMBAI - 400 614. TEL. No. : 2757 70 70

2757 57 00

2757 37 85

जा.क्र./नमुंग्रपा/नरिव/दा.प./प्र.क्र.ए- १०५७८/ ४ ६३५ /२००९ दिनांक :- 9€/ 92-/२००९.

में बेशाबित एंटरप्रायझेस

भार्व का. १८, शेक्टर क्र. ८ए, गा.वि.यो., ऐरोली, नवी मुंबई

नस्ती क्र. - नमुंमपा/वि.प्र.क्र. ९८८/२००९

प्रकरण क्र. ए - १०५७८

विषय: - भूखंड क्र. ९८, सेक्टर क्र. ८ए, गा.वि.यो., ऐरोली, नवी मुंबई या जानंत निवासी

कारणासाठी बांधकाम परवानगी देणेबाबत.

संदर्भ :- आपले वास्तुविशारद यांचा दि - २४/०८/२०७९ रोजीचा अर्ज

भृषड क्ष. ९८, सेक्टर क्र. ८ए, गा.वि.यो., ऐरोली, नवी मुंबई या जागेत निवासी कारणासाठी वांधकाम परवानगी Helqu. विभीवाबतचा प्रस्ताव महानगरपालिकेस वर्राल संदर्भाधिन पत्रान्वये प्राप्त झालेला आहे. संदर्भाधिन जागेत निवासी उपयोगासाठी **पोपकाम परवानगी मुंबई प्रांतिक महानगरपालिका अधिनीयम १९४९ च्या कलम २५३ व २५४ तसेच महाराष्ट प्रादेशिक नगररचना विभिन्न १९६६ च्या कलम ४५ (१) (३) मधील** तरतुदीनुसार मंजुर करण्यात येत आहे. बांधकाम प्रारंभ प्रमाणपत्र सोबत भिभीजित बीपकामासाठी जोडीत आहे. तसेच खाली नमुंद केलेल्या बाबींची नोंद ध्यावी.

पाणी पुरथठा व मलिनःसारण सुविधाः आवश्यक शुल्क भरणा केल्यानंतर उपलब्ध करुन देण्यात येतील.

सार्वजनिक स्वरुपाच्या रस्त्यावर व गटारीतं बांधकाम साहित्य पडणार नाही याची दक्षता घेण्यात यावी. अशाप्रकारे **बागकाम शाहित्य रस्त्यावर अथवा इतर सार््ज़िनंक जागेवर आढळुन आल्यास आपणावर कार्यवाही करणेबाबत संबंधित विभागास** क्रिक्रीमणेत येहेल किया बांधकाम परवानगी रह करण्याजाबतची कार्यवाही सुध्दा करण्यात येईल याबाबतची नोंद घ्यावी.

बोधकाम सुरु असताना जागेवरील रिकामे गाळे/सदिनका यांची संरक्षणाची जबाबदारी संबंधित जीमनमालक / भाव स्थारक / गाळेधारक यांची राहील. तेंसेच अर्थवट बांधलेल्या जागेचा गैरवापर शेऊ नये म्हणुन संबंधित भुखंड धारकाने कुंपण भिन गोपून त्या ठिकाणी अनुचित प्रकार होणार नाही याची दक्षता घ्यावी. गैरकृत्य करताना आढळल्यास संबंधितांस कायदेशिर कार्गवाही मत्रमयात येईल याची नोंद घ्यावी.

भृषंड सखल भागामध्ये असल्यास जमीनीची पातळी (Ground Level) भरणी करुन उंच करावी. जमीनीची पातळी ही 11ना आणि Sewer Line यांच्यापेक्षा उंचावर असली पाहिजे. सांडपाणी, पावसाळयाचे पाणी आणि मल <u>यांचा निचरा वोग्यपण</u>

ही भा भूम द्वामध्ये पाणी साचणार नाही अशी भूखंडाची पातळी तयार करावीं.

स्मारतीचे बांधकाम मंजूर नकाशाप्रमापं करण्यात ऱ्यावे. बांधकामामध्ये ऐएफार अथवा वाढी गालाम महाराष्ट्र प्रादेशिक व नगररचना अधिनियमातील तरतुदीनुस्ति सुधारिक बांधुकाम नकाशे मंज्

भाग ।। गुर नकाशा व्यतिरिक्त बांधकाम केल्यास ते कायद्यातील राष्ट्रविनुसूर कुम्बाईस

"जन्म असो वा मरण आवस्येव

जारतीचे वांधकाम करणारे मजुरांचे निवासाकरीता (Labour Shed) भूखंडाचं हद्दीत आरोग्याच्या दृष्टीकानातृत न्यांचे ताल्युरने डीयलेटसह सोथ करणे आवश्यक आहे. त्यासाठी भूखंडाचे एका बाजुचे सामासिक अंतरात ३.०० मी. हर्दाच मान्तामी भेडम् डॉमलेट फरण्यास करण्यांस परंवानगी देणेत येत आहे. याबाबत पुरेशी व्यवस्था न केल्यास जोता लेक्ज़च्च पुरील काम करणेस परवानगी देता येंणार नाही. तसेच भोगवटा प्रमाणपत्रासाठी अर्ज करणेपूर्वी सदर शेंड स्वखर्चानं काढुन श्राकाणीत चाची.

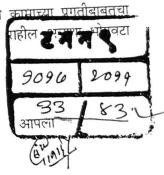
वीषकाम सुरु करताना कामाचे नाव, बांधकाम परवानगीची तारीख, वास्तुविशारदाचे नाव, जिमन मालवाचे नांव, **विवासचे नाव, विधकाम क्षेत्रा इ. बाबी दर्शविणारा** फलक लावण्यात यावा. महानगरपालिकेस माहीतीसाठी ठेकेदाराचे नाव व क्रमांच , बाबतचा तपशिल काम सुरु केल्यानंतर या कार्यालयास पाठविण्यात यावा हि विनंती.

वर । () प्रस्तुत भूखंडावरील इमारतीचे बांधकाम करीत असतांना बांधकामामुळे आजुबाजुच्या नाागरीकांना प्रदुषणाचा त्रास होणार नाही तसेच बांधकाम प्रगतीपथावर असताना बांधकामावरील मजूर अथवा सभोवतालच्या परिसरामधील -नागरीकाच्या सुरक्षिततेसाठी National Building Code मधील तरतुदीचे तसेच अनुषंगीक कायद्यातील तरतुर्वीचे काटेकोरपणे पालन/अंमलवजावणी करणे संबंधीत भूखंडधारक/ विकासकांवर ट्रंधनकारक राहीत. जर भविष्यात आपले मालकीच्या भूखंडावर पालु असलेल्या बांधकामामुळे जिवीत अथवा सार्वजनिक /खाजगी मालमत्तेस कुठल्याही प्रकारची हानी झाल्यास त्यास संबंधीत भूखंडधारक/विकासक हे सर्वस्वी जबाबदार राहतील.

२) प्रस्तुत भूखंडावर भोगवटा प्रमाणपंत्रासाठी अर्ज सादर करणेपूर्वी आपले भूखंडाचे आजुबाजुस असणाऱ्या सार्वजनिक स्वरुपाचे पदपथ, रस्ते, गटारे, जलवाहिन्या, मलिनःस्सारण वाहिन्या इत्यादी बाबीस काही हानी पोहोचली असल्यास सदर बाबी पुर्ववत करण्याची सर्वस्वी जबाबदारी भूखंडधारकाची /विकासकाची राहील अन्यथा भोगवटा

प्रमाणपत्रासाठी अर्ज विचारात घेतला जाणार नाही, याची नोंद घ्यावी.

 प्रस्तुत भुखंडावर बांधकाम परवानगी दिल्यानंतर संबंधित भुखंडाच्या वास्तुविशारदाने क्र अहबाल दर दोन महिन्यांनी या कार्यालयास विना विलंब सादर करणे बंधनकारक प्रमाणपत्रासाठी आपला अर्ज विचारात घेतला जाणार नाही याची नोंद घ्यावी.



प्रत माहीतीसाठी:-

(संजय शां. बाणाइंत) सहाय्यक संचालक ,नगररचना नवी मुंबई महानगरपालिका

१) डायमेन्सन्स , वास्तुविशारद भृषिड क्र. ९९, सेक्टर - ८, वाशी, सागर विहार, नवी मुंबई

 पृथ्य यास्तशास्त्रज्ञ व नियोजनकार, सिडको लि. जियाग अधिकारी, नमुंमपा, ऐरोली



NAVI MUMBAI MUNICIPAL CORPORATION COMMENCEMENT CERTIFICATE

HIT NMMO/TPD/BP/Case No. A -10578 / 4635 709

DATE: 16/12 /2009 \

Marminulon is hereby granted under Section 45(1) (iii) of the Maharashtra Regional & Hwn Flanning Act, 1966 and Section 253 & 254 of the Bombay Provincial Municipal HIMITHINI Act, 1949, M/s, Ishaadit Enterprises on Plot No. 98, Sector No. 8A, G.E.S., Itall, May Mumbal, As per the approved plans and subject to the following conditions for the development work of the proposed Building.

I stal Mulit Up Area = Resi. - 1461.143 M2 (No of Units - Residential -51 Nos..) F.B.I. = 1.00

- The Certificate is liable to be revoked by the Corporation if:
 - The development work in respect of which permission is granted under this Certificate In not carried out or the use there of is not in accordance with the sanctioned plans.
 - Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Corporation is contravened.
 - The Municipal Commissioner is satisfied that the same is obtained by the Applicant through fraud & misrepresentation and the Applicant and /or any person deriving title through or under him, in such and event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional & Town Planning Act, 1966.

THE APPLICANT SHALL:

- a) Qive a notice to the Corporation on completion up to plinth level and 7 days before the commencement of the further work.
- (i) Qive written notice to the Municipal Corporation regarding completion of work.
- u) Obtain an Occupancy Certificate from the Municipal Corporation.
- Allow the Officers of the Municipal Corporation to enter the building or premises for which the permission has been granted at any time for the purpose of enforcing the Building montrol Regulations and conditions of this Certificate.

The structural design, building materials, plumbing services, fire protection, electrical installation etc. shall be in accordance with the provision (except for provision in respect of floor area ratio) as prescribed in the National Building Code amended from time to time by Ille Indian Standard institutions.

The Certificate shall remain valid for a period of one year from the date of issue and can the further revalidated as required under provision of Section M. R. & T. P Act, 1966. This commencement Certificate is renewable every year but such extended period shall be in 41 no case exceed three years provided further that such lapse shall not be any subsequent applicant for fresh permission under Section 44 of the Maharashtra Regional

The condition of this Certificate shall be binding not only on the Applicant but als Planning Act, 1966. accounts and every person deriving title through or under them. (1)

A contilled copy of the approved plans shall be exhibited on site and the Name Brand showing name of Owner, Architect, Builder & Structural Engineer Word No., Survey No., Area of Plot., No. of flats, Built in Area, Commencement Certificate n) The plot boundaries shall be physically demarcated minediately and plot to this section before completion of plinth work tatimation be No. & Date shall be installed on site. AR

ulven to this section before completion of plinth work 1)

The arrigunt of S.D. Rs.5.,000/- S.D. Rs.19,598/- for Mosquito Prevention's. Rs.19,598/-for tehrie & S.D. Ra. 5.000/- for Tree Plantation deposited with NMMC as Security Deposit shall be tarfelted either in whole or in part at the absolute discretion of the corporation for breach all any other Building Control Regulation and condition attached to the permission covered by the Commencement Certificate. Such a forfeiture shall be without prejudice to any other

remedy or right of the Municipal Corporation.
Yew shall provide overhead water tank on building & underground water tank in two semperiments, one for drinking water & another for other than drinking water. It should

fanfirm to the standards applicable in this behalf.

18) Yell should approach to the Executive Engineer, M.S.E.B. for the power requirement location of transformer if any, etc.

Every plot of land shall have at least 1 tree for every 100 Sq.M. or part thereof of the plot

-

- For all building of non-residential occupancies and residential building with more than 15M. height. Following additional conditions shall apply :-
 - 1) The staircase shall be separated by fire resistance walls and doors from rest of the buildings.

b) Exit from lift lobby shall be through a self closing smoke stop door.

There shall be no other machinery in the lift machinery room.

- for centrally air conditioned building area of external open able windows on a floor shall be minimum 2.5 % of floor area.
- •) One of the lift(Fire lift) shall have a minimum loading capacity of 6 persons. It shall have solid doors. Lights shall not be designed in the staircase wall.

Electrical cables etc. shall in separate ducts.

Alternate sources of electric supply or a diesel generator set shall be arranged.

Alternate sources of electric supply or a
 Hazardous material shall not be stored.

Refuse stamps or storage places shall not be permitted in the staircase wall.

Fire fighting application shall be distributed over the building.

k) For building upto 24 M. Height capacity of underground storage tank and overhead storage shall be 50,000 ltrs. and 10,000 ltrs respectively. Wet rises shall be provided. Pump capacity 1000 ltrs./min and 250 ltrs/min. respectively.

For building with height above 24 mtrs., the figures shall be 75000 ltrs. and 20,000 ltrs.

and the pump capacity of 1350 ltrs/min and 450 ltrs/min respectively.

- Recreation ground or amenity open space be developed before submission of Building 13) Completion Certificate.
- No work should be started unless the existing structures are to be demolished with atmost 14)
- Applicant/Architect should strictly follow all the conditions of lease agreement. Owner & 10) Architect will be held responsible for breach of any condition of lease Agree
- The Owner & the Architect and Structural Engineer concerned are fully responsible Construction quality of the building as per approved building plan. Structural design. (A) Stability building construction quality, which should confirm to withstand an earthquake of Highest Intensity in seismic zone IV.

The Occupancy Certificate for the proposed building will not be granted unless the house Drainage lines are connected to the Municipal Main Sewer lines to the satisfaction of 11) Municipal Authority as well as Plantation of trees and provision of garbage birr on the site

Application for completion/occupation Certificate shall be accompanied with the plan as per construction done on the site. (11)

construction done on the site.

Area of required parking spaces as shown in approved plan should be marked with the material of permanent nature with numbering. (U)

The building material in reconstruction case or squire moved from the transfer should not the dumped or stored on municipal road. It should be dumped of stored on site as would be U(1) decided by the concern Ward Officers of Navi Mumbai Municipal Corporato

जिल्हा हार्ज

- 21) The building constructed should not be occupied without obtaining Occupation Certificate Otherwise it will be treated as unauthorised use and necessary action as per law will be taken.
- 22) This Commencement Certificate is valid up to plinth level only. The further order will be a given after the plinth is inspected.
- The applicants should fulfill all the health related provisions mentioned in the "Implementation of Ant larval & Mosquito Prevention Activities during and after construction and Tree Authority Bye-Laws 1966 "The special mention is for mosquito prevention activities, construction of over-head tanks, debris removal and the sanitary conditions of drainage etc.
- The construction work shall be completed before dt.03/06/2013 as per conditions mentioned in CIDCO Agreement dt.04/06/2009 respectively and must be applied for O.C. with all concerned NOC.
- Window sill level must be at 0.90 M. height. The difference between chajja level & slab level must be 0.50 M. minimum.
- 26) The Owner & the architect are fully responsible for any Ownership. Area & Boundary disputes. In case of any dispute Navi Mumbai Municipal Corporation will not be responsible.
- Temporary Labour sheds with proper toilet arrangement shall be provided on the site. If sufficient arrangement is not provided permission for construction above plinth level will not be granted & said temporary shed should be demolished prior to O.C.
- 28) The Owner & the Architect and Structural Engineer concerned area instructed to strictly adhere to the conditions of FIRE NOC issued vide NMMC/FIRE/H.O./VASHI/2671/2009 dated 05/11/2009 by Deputy Chief fire officer NMMC, Navi Mumbai.
- **F.S.I.** calculation submitted in the drawings shall be as per Development Control Rules. If any discrepancy observed, the Architect will be held responsible and liable for necessary action.
- The area shown open to sky on the ground floor plan should not be so used as would disturb the maneuvering of the vehicles required to be parked in the parking spaces shown in the plan.
- As directed by the Urban Development, Department Government of Maharashtra, under section 154 of MR&TP Act-1966 and vide provision No. TPB 432001/2133/CR-230/01/UD-11, dated 10/03/2005, for all buildings greater than 300.00 sq. m. following additional condition of Rain Water Harvesting shall apply.
 - a) All the layout open spaces of Housing Society and new construction/reconstruction/additions on plots having area not less than 300.00 sq. m. shall have one or more Rain Water Harvesting structures having minimum total capacity as detailed in Schedule (enclosed).
 - Provided that the authority may approve the Rain Water harvesting Structures of specifications different from those in Schedule, subject to the minimum capacity of Rain Water Harvesting being ensured in each case.
 - b) The owner/ society of every building mentioned in the (a) above shall ensure that the Rain Water Harvesting structure is maintained in good repair for storage of water for non potable purposes or recharge of groundwater at all times.
 - c) The Authority may impose a levy of not exceeding Rs. 1000/- per annum for every of the failure of the owner of any building mentioned in the (a) at of built up area for the failure of the owner of any building mentioned in the (a) at provide or to maintain Rain Water Harvesting as required under these by laws.

THE

(Sanjay S. Banait) Stant Director of Town Planning www.mbai Municipal Corporation.

G. S. Bhat

B.Sc., LL. M. N

ADVOCATE HIGH COURT

Mulund Office:

B 301, 3rd Floor, Jay Commercial Plaza, Corner of M. G. Road & S. L. Road, Mulund (W.) Mumbai - 400 C80. Tel.: 2560 7106 / 2560 7107

E-mail: gscnat2000@yahoo.co.in

Ref. No.

Liegd, A. D. / U. C. P. / Hand Delivery

Mumbai Office: AGARWAL & ASSOCIATES

Unique House, 4th Floor, Syed Abdulla Brelvi Road, Fort, Mumbai - 400 001.

Tel.: 2266 4282 / 2263 0065

TO WHOMSOEVER IT MAY CONCERN

RE.: All that Plot of Land admeasuring 979.89 sq.mt. bearing Plot No.98, Sector 8A, Airoli, Navi Mumbai developed by M/s. Ishaadit Enterprises, the

partnership firm.

I have investigated the title of M/s. Ishaadit Enterprises to the above . Teletred plot by causing to take search in the concerned office of Subregistrar and verifying documents.

It is revealed from the Documents that by an Agreement to Lease dated 4th June, 2009, duly registered under Serial no.TNN-9/917 of 2009, CIDCO has agreed to grant lease of in respect of the above referred Plot of Land to Mr. Eknath Pundalik Mhatre and 3 Others for a period of sixt

or the terms and conditions mentioned therein.

9090

By Tripartite Agreement dated 15th July, 2009 duty-registered Serial no.TNN-6/2440 of 2009, CIDCO with the continuation of Pundalik Mhatre and 3 others has assigned Lease dated 4th June, 2009 in favour of Mys. Tiggaadi same terms and conditions mentioned in the

June, 2009.