

CHOMK 13/07



# Lavlesh Constructions Pvt. Ltd.

1st. Flr, Diamond Palace, 15-A, Hill Road, Bandra (W),  
Bombay-400050. Tel: 6452260 - 61 Fax: 91-22-6400254

Receipt No.: 448

Dated: 19/4/07

Received with thanks from MR. LAJET SHAH

a sum of Rs. 4,50,000/- (Rupees FOUR LAKhs FIFTY THOUSANDS ONLY

only)

by Cash / Cheque / Draft / Pay Order No. 470047 dated 13/4/07

drawn on CORPORATION BANK, MIRA ROAD BRANCH against

Bungalow / Flat / Shop / Garage No.: A-501 on 5<sup>th</sup> floor

in building known as LAVLESH ENCLAVE at "Lavlesh Enclave" situated at

MIRA ROAD (EAST) against payment towards INSTALLMENT of above

Bungalow / Flat / Shop / Garage.

Rs. 4,50,000/-

Subject to realisation of Cheque

For Lavlesh Constructions Pvt. Ltd.





# LAVLESH CONSTRUCTIONS PVT. LTD.

1st FLOOR, DIAMOND PALACE, HILL ROAD, BANDRA (W), MUMBAI - 400 050.  
TEL. : 2641 1227 □ 2645 5722 □ 2655 3404 □ 2641 5655 • FAX : 91-22-2641 5642

Date : 14.04.2007

To  
Corporation Bank  
Mira Road (E) Branch

Dear Sir,

Sub : Noting of lien/charge in respect of flat / apartment bearing No. Flat No.A-501 in the 5<sup>th</sup> floor in the multistoried building by name Lavlesh Enclave Phase-I constructed by us and purchased by **Mr.Lalit Shah**.

With reference to your Joint letter dated 13.04.2007, we confirm having noted your lien charge over the flat bearing No.A-501 in the 5<sup>th</sup> floor in the multi-storied building by name Lavlesh Enclave Phase - I which has been constructed by us and purchased and taken possession of by Mr.Lalit Shah, in favour of Corporation Bank, Mira Road (E), Branch.

Further we undertake not to allow transfer of the said flat and or relative shares/ title deed in favour of third party without the written consent of the Corporation Bank, Mira (E) branch.

Place : Mumbai  
Date : 14.04.2007

For Lavlesh Constructions Pvt. Ltd.

  
Director

CHOME 070013



Friday, February 09, 2007

5:07:09 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 1247

गावाचे नाव घोडदेव

दिनांक 09/02/2007

दस्तऐवजाचा अनुक्रमांक टनजो 01247 - 2007

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव: ललीत के शाह

नोंदणी फी

:-

11010.00

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

:-

1280.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (64)

एकूण

रु.

12290.00

आपणास हा दस्त अंदाजे 5:21PM ह्या वेळेस मिळेल

सह. दुय्यम निबंधक निदेशक सह दु.नि.का-ठाणे १०

वाजार मुल्य: 1100142 रु. मोबदला: 522500रु.

भरलेले मुद्रांक शुल्क: 37650 रु.

देयकाचा प्रकार : चलनाने;

चलन क्रमांक: 3810559; रक्कम: 11010 रु.; दिनांक: 09/02/2007

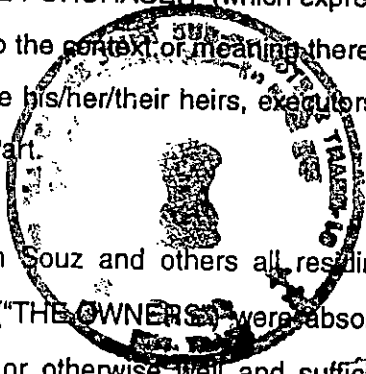
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*vs*  
*Lavlesh*

*vs*  
*Lavlesh*

*vs*  
*Lavlesh*

These ARTICLES OF AGREEMENT made at Mumbai this  
 .....<sup>9<sup>th</sup></sup>..... day of ~~FEBRUARY~~ in the Christian Year ~~One~~<sup>Two</sup>  
 Thousand ~~Nine Hundred and Ninety~~...~~SEVEN~~..... BETWEEN  
 LAVLESH CONSTRUCTIONS PVT. LTD., having its office at  
 1st floor, Diamond Palace, Hill Road, Bandra (W), Mumbai-50  
 hereinafter called "The Builder Promoter" (which expression shall  
 unless it be repugnant to the context or meaning thereof be  
 deemed to mean and include its partners, successors and  
 assigns) of the One Part : AND MR. LALIT K. SHAH  
 .....adult, Indian Inhabitant  
 residing at / having address at 11, K.W.G. SAVERA SOC.  
VILEGA DESAI ROAD ANDHERI (W) MUMBAI - 400053.  
 hereinafter referred to as "THE PURCHASER" (which expression  
 shall unless it be repugnant to the context or meaning thereof be  
 deemed to mean and include his/her/their heirs, executors and  
 administrators) of the Other Part.



WHEREAS Mr. Antone Jacin Souza and others all residing in  
 Mumbai, Indian Inhabitants, ("THE OWNERS") were absolutely  
 seized and/or possessed of or otherwise well and sufficiently  
 entitled to all that pieces or parcle or plot of land or ground situate  
 lying and being at New Survey No. 42/1 (Old Survey No. 333/1)  
 of village Goddev, Mira Road in the Taluka and District, Thane  
 401105 and admeasuring 9464 sq. yards equivalent to 7929  
 square metres as per City Survey Records more particularly  
 described in the First Schedule hereunder written (hereinafter  
 referred to as "THE SAID LAND").

AND WHEREAS by an Agreement for Development dated  
 30 December, 1993, the Owners authorised and permitted  
 M/s. Sweetland Developers to develop the said land at and for a  
 consideration and on the terms and conditions specified in the

*vs*  
*Lavlesh*

Stamp: 28/1/95  
 Stamp: 9/1/95

For CITIZENCREDIT™ CO-OP BANK LTD.  
 Authorised Signatory

Citizencredit Co-op Bank Ltd.  
 Shop Nos. 34-41, Geeta Arcade-1,  
 Station Road, Mira Road (East),  
 Thane-401107  
 D-5/STP(V)/C.R. 1009/02/2005/200-  
 203

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said Agreement and Power of Attorney, both, dated 30th December, 1993

AND WHEREAS by an ULC Order no.ULC/TA/ WSHS/20/SR-628 dated 3rd May , 1994 the Competent Authority granted exemption which was sought under Sec. 20 of the Urban Land (Ceiling & Regulation) Act, 1976.

AND WHEREAS, the Collector of Thane has granted necessary permission to use the said land for residential purpose by his order No. Revenue/Dept-I/ T/7/NAP/SR No. 292/94 dated 17th January, 1995 on the terms and conditions set out thereunder.

AND WHEREAS by an Agreement for Sale dated 28th January 1995 and Power of Attorney dated 12th May, 1995, the said M/s. Sweetland Developers agreed to sell, assign and transfer their rights, title and interest in the said land unto

- 1. Mr. Chandulal P. Patel,
- 2. Mr. Bakir B. Javeri,
- 3. Mr. Ismail Karmali, and
- 4. Mr. Aryn Rajwani

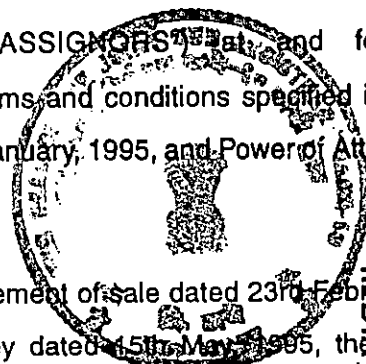
(hereinafter called "THE ASSIGNORS" and for consideration and on the terms and conditions specified in the said Agreement dated 28th January, 1995, and Power of Attorney dated 12th May, 1995.

AND WHEREAS by an Agreement of sale dated 23rd February 1995, and Power of Attorney dated 15th May 1995, the said Assignors agreed to assign and transfer their rights, title and interest of 2 Buildings in the said land excluding area and reservation north of D.P Road, unto M/s. Laviesh Construction

Pvt. Ltd. therein called "THE ASSIGNEES" and hereafter called "The Builder - Promoter" at and for a consideration and

Serial No. 8183 Date 09/02/07  
 Val. 2650/-  
 (M/s. Laviesh Construction Pvt. Ltd.)  
 H.No. 1009 The Colony, Six Floor, Sector 10, Vashi, Dist. Thane, Maharashtra - 401 107

H.D.F.C. Bank Ltd., Asmita  
 Asccon Acres, Opp Asmita  
 House, Mira Road (E)  
 Mumbai (W)-401 107.  
 D-5/STP(V)/C.R. 1010/12/  
 2005/1500/1500



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 GRAND OUT  
 MUMBAI, MHR

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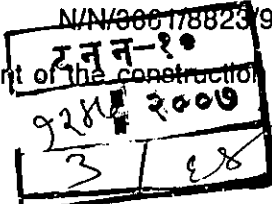
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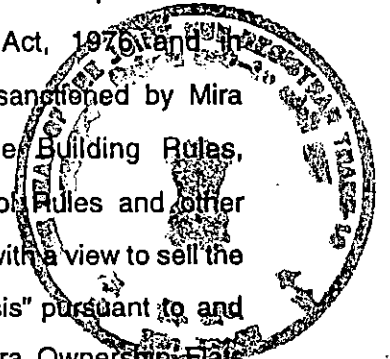
terms and conditions specified in the said Agreement dated 23rd February , 1995 and the said Power of Attorney dated 15th May, 1995.

AND WHEREAS, the said Builder-Promoter and/or their predeceasors in the title submitted plans for development of the said land to the Mira-Bhayander Municipal Council for construction of 2 Buildings on the said land.

AND WHEREAS, the Builder-Promoter and/or their predeceasors in title have got the Building plans sanctioned by the Mira-Bhayander Municipal Council which has issued approval bearing No. N/N/006/178823/9495 dated 15-2-1995 for commencement of the construction under aforesaid sanctioned plans.



AND WHEREAS, the Builder Promoter herein have obtained the vacant possession of the said land on 1-2-1996 and have commenced construction of the buildings consisting of LAVLESH ENCLAVE (PHASE-1), Building A and B on the "said land" in accordance with the permission thereof under the provision of the Urban Land (Ceiling & Regulation) Act, 1976 and in accordance with the plans approved and sanctioned by Mira Bhayander Municipal Council as per the Building Rules, Municipal Regulations, Development Control Rules and other applicable provisions in respect of the same with a view to sell the same on what is known as "Ownership basis" pursuant to and subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Act, 1963 and Maharashtra Ownership Flats (Regulation of the Promotion of Construction, etc.) Rules, 1964 hereinafter referred to as "the said Act" and "said Rules".



VS

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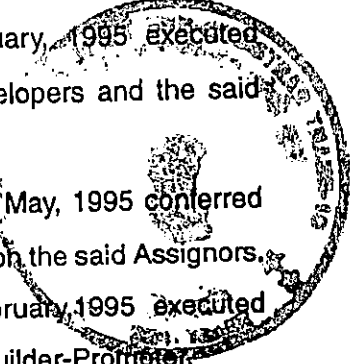
*Adilshahy*  
*MS*

AND WHEREAS, the purchaser has applied and requested the Builder-Promoter to sell to him/her Flat/Bungalow/Shop/Office No. A-501 in the aforesaid proposed building and the purchaser has/have declared that neither the said purchaser nor his/her/their family own a tenement or a house/a building within limits of Thane or Mira-Bhayander and agreed that the purchaser shall not resell/transfer the said premises for a period as stipulated / provided in the said Act and the said Rules.

AND WHEREAS, the Builder-Promoter have supplied to the purchaser the following documents and the purchaser has taken inspection of the same :

- a) Development Agreement dated 30th December, 1993 executed between the said owners and the said M/s. Sweetland Developers.
- b) General Power of Attorney dated 30th December, 1993 conferred by the owners on the said M/s Sweetland Developers.
- c) ULC Order No. ULC/TA/ WSHS/SR-628 dated 3rd May, 1994 issued by the Competent Authority.
- d) The NA Order No. Revenue /Deptt-I/T-7/NAP/SR. No. 292/ 94 dated 17th January, 1995 granted by the Collector, Thane permitting the use of the said land for residential purpose.
- e) Agreement for Sale dated 28th January, 1995 executed between the said M/s Sweetland Developers and the said Assignors.
- f) General Power of Attorney dated 12th May, 1995 conferred by the said M/s Sweetland Developers on the said Assignors.
- g) Agreement for Sale dated 23rd February, 1995 executed between the said Assignors and the Builder-Promoter.
- h) General Power of Attorney dated 15th May, 1995 conferred by the said Assignors on the said Builder-Promoter.

Power of Attorney  
 15/05/1995  
 MS



*Adilshahy*

- i) Mira-Bhayander Municipal Council IOD No. N/N/1822/5698/9495 dated 14-10-94.
- j) Mira-Bhayander Municipal Council CC No. N/N/3661/8823/9495 dated 15th February, 1995.

AND WHEREAS, the Purchaser has also taken inspection of other relevant documents as are mentioned in Rule 4 of Maharashtra Ownership Flats (Regulation of Promotion of Construction etc.) Rules, 1964, as demanded by the Purchaser.

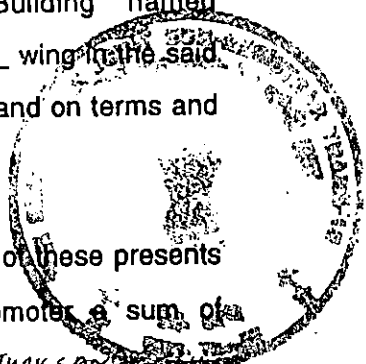
AND WHEREAS, the "Builder-Promoter" are entering into separate agreements in the identical form of terms and conditions similar to this Agreement with several other persons and parties for sale of Flat/Bungalow/Shop/Office in the said building to be constructed by the Builder-Promoter as aforesaid.

AND WHEREAS, relying upon the said Application, declaration by the purchaser, the Builder-Promoter have agreed to sell to the purchaser the said Flat/Bungalow/Shop/Office No A-501 admeasuring about — Sq. ft. carpet area proportionate to 550 Sq.ft. <sup>SUPER</sup> Built-up area on the 5<sup>th</sup> floor in Building named CAVLESH ENCLAVE in A wing in the said <sub>PHASE - I</sub> building under construction at or for the price and on terms and conditions hereinafter appearing.

*VA*  
*Reliably*

*VA*  
*Reliably*

AND WHEREAS, on or prior to the execution of these presents the purchaser has paid to the Builder-Promoter a sum of Rs. 90,000/- (Rupees NINETY THOUSAND only) as advance towards the sale price of the premises agreed to be sold by Builder-Promoter to the purchaser as advance payment or Deposit and the purchaser has agreed, to pay to the



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*Reliably*



Builder-Promoter balance of the sale price, in the manner and on the terms and conditions hereinafter appearing.

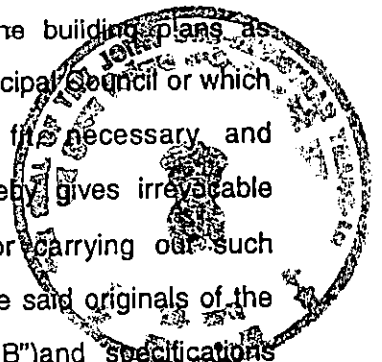
AND WHEREAS, the Builder-Promoter are required to execute under Section 4 of the "said Act", a written agreement for sale of said Flat/Bungalow/Shop/Office unit to the Purchaser being in fact these presents and also register the said agreement (i.e. this agreement) under the Registration Act, 1908.

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

1. The Builder-Promoter shall construct the said buildings consisting of ground and seven floors and Flats/Bungalows/Shops/Offices on the said land in accordance with building plans (Please refer Annexure "A" and "B" herein) prepared by Builder-Promoter and its Architect and Engineers and specifications/amenities as given in Annexure "C" hereto annexed. The Builder-Promoter have informed the purchaser that the said building plans are sanctioned by the Mira-Bhayander Municipal Council and it is agreed between the parties that the Builder-Promoter shall be entitled to make changes in the building plans as approved by the Mira-Bhayander Municipal Council or which the Builder-Promoter may deem fit necessary and appropriate and the Purchaser hereby gives irrevocable consent to the Builder-Promoter for carrying out such changes. The Purchaser has seen the said originals of the building plans (Annexure "A" and B") and specifications /amenities (Annexure "C") in accordance with which the said building is to be constructed.

2. The Purchaser has read the provisions of Section 7 of the

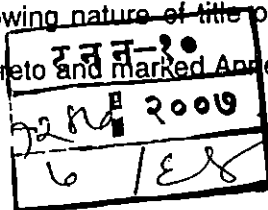
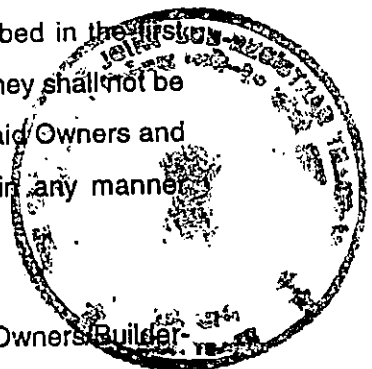
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Maharsahtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Trsf.) Act, 1963 and understood the same. The Purchaser hereby accords his consent in writing that the Builder-Promoter shall be entitled to make any addition or alteration in the sanctioned plans by way of fresh plans or by way of any amendment thereto for the purpose of constructing any additional Flat/Bungalow/Shop/Office additional buildings, additional storeys or by constructing any shop, garage, or any other permissible structure. The addition or alteration, if any, proposed or constructed shall be in accordance with and in conformity with plans that may be sanctioned by the Mira-Bhayander Municipal Council. The Purchaser shall not object to any such additions or alterations that may be proposed or made by the Builder-Promoter. The consent given hereunder is the consent as contemplated by Section 7 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management, and Trsf. Act, 1963.

3. The Purchaser has prior to the execution of this agreement been satisfied about the title of the Owners as required hereinabove to the said piece of land described in the first schedule hereunder written and that he/she/they shall not be entitled to further investigate the title of the said Owners and no requisition or objection shall be raised in any manner relating thereto.
4. A copy of the Certificate of title of the said Owners/Builder-Promoter is annexed hereto and marked Annexure "D". Also copies of property card or extract of village Forms VI or VII and XII showing nature of title of the said land have been annexed hereto and marked Annexure "E".



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5. The Purchaser hereby agrees to purchase from the Builder-Promoter and Builder-Promoter hereby agrees to sell to the purchaser Flat/Bungalow/Shop/Office No.: A-501 admeasuring carpet area of — Sq. ft. equivalent to <sup>super</sup> built-up area of 550 Sq.ft. (which is inclusive of the area of balconies, if any) on 5<sup>th</sup> floor in Building LAVLESH ENCLAVE PHASE - I and Parking Space No. — in Building — as per Plan annexed and marked Annexure "B" in the proposed complex to be known as "LAVLESH ENCLAVE" - Phase I (hereinafter referred to as 'The Premises') for the price of Rs. 5,22,500/- (Rupees FIVE LAC TWENTY TWO THOUSAND FIVE HUNDRED ONLY only) including the proportionate price for use of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/limited common areas and facilities, which are more particularly described in the second schedule hereunder written. The Purchaser hereby agrees to pay to the Builder-Promoter the total consideration /purchase price in the following manner :

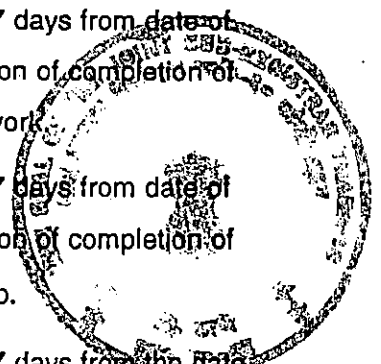
1. 15% of the Purchase Price : At the time of Booking
2. 10% of the Purchase Price : Within 7 days from date of intimation of completion of plinth work.
3. 6% of the Purchase Price : Within 7 days from date of intimation of completion of 1st Slab.
4. 6% of the Purchase Price : Within 7 days from the date of intimation of completion of 2nd slab.
5. 6% of the Purchase Price : Within 7 days from the date

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- intimation of completion of 3rd Slab.
6. 6% of the Purchase Price : Within 7 days from date of intimation of completion of 4th Slab.
7. 6% of the Purchase Price : Within 7 days from date of intimation of completion of 5th Slab.
8. 6% of the Purchase Price : Within 7 days from date of intimation of completion of 6th Slab.
9. 6% of the Purchase Price : Within 7 days from date of intimation of completion of 7th Slab.
10. 6% of the Purchase Price : Within 7 days from date of intimation of completion of 8th Slab.
11. 5% of the Purchase Price : Within 7 days from date of intimation of completion of external masonry.
12. 5% of the Purchase Price : Within 7 days from date of intimation of completion of internal masonry.
13. 4% of the Purchase Price : Within 7 days from date of intimation of completion of internal plaster.
14. 4% of the Purchase Price : Within 7 days from date of intimation of completion of external plaster.

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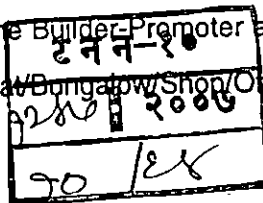
VA



15. 4% of the Purchase Price : Within 7 days from date of intimation of completion of external plumbing.
16. 3% of the Purchase Price : Within 7 days from date of intimation of completion of flooring.
17. 2% of the Purchase Price : On Possession.

6. It is hereby expressly agreed that the time for payment of each of the aforesaid installments of the purchase price shall be the essence of the contract. In the event of the Purchaser making any default in payment of any one installment of the purchase price the Builder-Promoter will be entitled to terminate this agreement and to forfeit the earnest money paid by the Purchaser to the Builder-Promoter and in that event to refund to the Purchaser the Balance of the Amount, if any, paid by the Purchaser as installments of the Purchase price herein, after deducting all costs incurred by the Builder-Promoter and the Builder-Promoter shall be entitled to sell the said Flat/Bungalow/Shop/Office to any other person or persons and the purchaser shall not take or make any objection, contention, reservation, claim or any proceedings in that behalf. However, the Builder-Promoter shall have an option at its sole and absolute discretion to treat his agreement as subsisting if payment of the arrears of installment and other unpaid amount under this Agreement is made by the Purchaser to the Builder-Promoter at once together with interest thereon at the rate of 24% p. a. with monthly interest from the date of the default till payment.

7. The Builder-Promoter agrees to give possession of the said Flat/Bungalow/Shop/Office to the Purchase tentatively on or



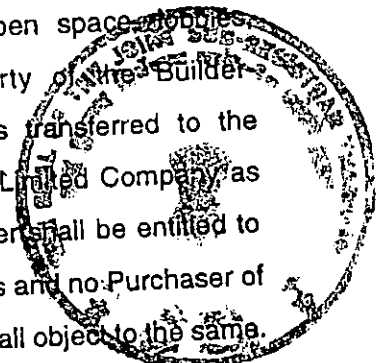
*Signature*

*VA*  
*Kalichew*

before .....Romay Pass..... subject to the availability of cement, steel, water, construction or any other building materials, and subject to strike, civil commotion or any act of God such as Earthquake, Flood or any other natural calamities and act of enemy or other cause beyond the control of the Builder-Promoter including any technical hitch on the part of the Mira-Bhayander Municipal Council or any other Authority.

8. Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser any right, title or interest of any kind whatsoever into or over the said land or Building or any part thereof or the said Flat/Bungalow/Shop/Office. Such conferment shall take place only upon a Co-operative Housing Society or a Limited Company being formed by the Purchasers of different Flats/Bungalows/Shops/Offices in the said building and on execution of the Conveyance in favour of such Co-operative Society or Limited Company as hereinafter stated.

9. The Purchaser shall have no claim, save and except in respect of the Flat/Bungalow/Shop/Office agreed to be purchased by him/her/them and all open space, terraces, etc., will remain the property of the Builder Promoter until the whole Complex is transferred to the proposed Co-operative Society or the Limited Company as hereinafter stated. The Builder-Promoter shall be entitled to keep building materials on open spaces and no Purchaser of the Flats/Bungalows/Shops/Offices shall object to the same.



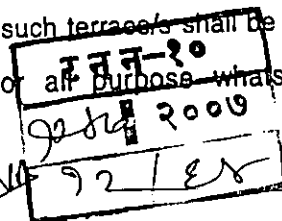
10. Until the execution of the deed of conveyance in favour of the proposed society or Limited Company, it is hereby expressly

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agreed that the terrace or terraces in the said building shall always belong to the Builder-Promoter and they shall be entitled to deal with and dispose off the same in such manner as they may deem fit. In the event of the Builder-12 Promoter obtaining permission from Mira-Bhayander Municipal Council for construction of Flat/Bungalows/Shops /Offices and/or any other premises constructed on the terrace shall then be in exclusive possession of the purchaser of such Flat/Bungalow/Shop/Office and/or other structure constructed thereon. The Society and/or Limited Company that may be formed by the purchasers of Flats/Shops/Bungalows/Offices and other premises that may be constructed on the terrace shall admit the Purchaser as its member and shall allot such Purchaser of Flats /Bungalows/Shops/Offices and/or other premises that may be constructed on the terrace alongwith the terrace. In the event of any water storage tank for the building, being constructed on the terrace, the Society and/or Limited Company, as the case may be, shall be entitled to depute its representative to go to the terrace for repairing tank during such time as may be mutually agreed upon by the Purchaser of premises on the terrace and the society and/or Limited Company, as the case may be.

10A It is clearly understood and agreed by and between the parties hereto that the Builder-Promoter shall have the unqualified and unfettered right to sell on ownership basis to anyone of their choice, the terrace above the top floor of the said building, subject to the necessary means of access to be permitted for such purpose as to reach the water tanks and lift rooms of the building. The Purchaser/s of such terrace/s shall be entitled to make use of the same for all purpose whatsoever, as

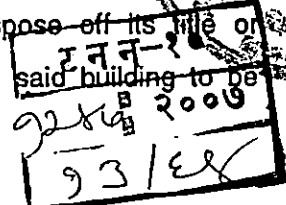
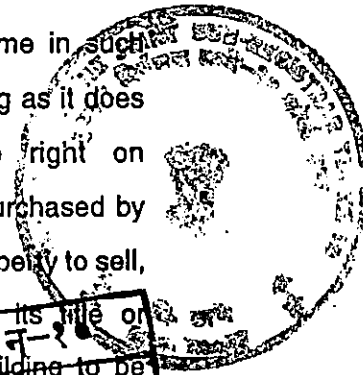


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permissible by law. However, the purchaser shall not enclose or cover the said terrace without the written permission of the Builder-Promoter and/or the Society, as the case may be, and the Mira-Bhayander Municipal Council.

11. It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the flat/terrace premises in the said building, if any, shall belong exclusively to the respective purchaser of the flat/terrace premises and such terrace spaces are intended for the exclusive use of the respective terrace/Flat Purchaser after conveyance of the property in favour of the proposed Co-operative Housing Society or registration/formation of Limited Company as the case may be, PROVIDED, however, always that nothing contained herein shall be construed as waiver of the contract / conditions to those of rights contained hereinabove.

12. The Builder-Promoter shall have a right until the execution of the deed of conveyance to make additional structures and storeys which shall be the property of the Builder-Promoter who will be entitled to the dispose off the same in such manner as it deems fit PROVIDED THAT so long as it does not in any way, affect or prejudice the right on Flat/Bungalow/Shop/Office until agreed to be purchased by the Purchaser, the Builder-Promoter shall be at liberty to sell, assign or otherwise deal with or dispose off its title or interest in the said property or in the said building to be constructed by the Builder-Promoter.



12A In the event of the Society being formed and registered before the sale and disposal by the Builder-Promoter of all the flats and other premises in the said building the power

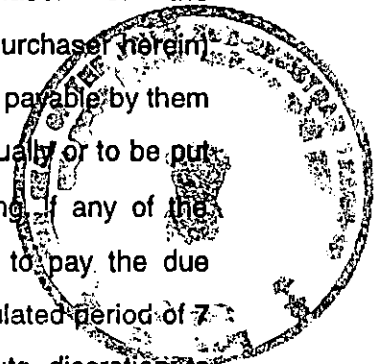
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and authority of the society so formed or of the Flatholders and the purchasers of the other flats in the building shall be subject to the overall authority and control of the Builder-Promoter in respect of any of the matters concerning the said building, the construction and completion thereof and all amenities pertaining to the same and in particular the Builder-Promoter shall have absolute authority and control as regards the unsold flats/bungalows/shops/offices and other premises and the disposal thereof. In case the Deed of Conveyance is executed in favour of the Co-operative Society before the disposal by the Builder-Promoter of all the flats/bungalows /shops/offices and the other premises in the said building, then and in such case, the Builder-Promoter shall join in as the Promoter/Member in respect of such unsold premises and as and when such premises are sold to the persons of the choice and at the discretion of the Builder-Promoter, the Co-operative Housing Society shall admit as members the Purchasers of such premises without charging any permium or any other extra payment.

13. As soon as the Building is notified by the Builder-Promoter as complete each of the Purchaser of the Flat/Bungalow/Shop/Office (including the Purchaser therein) shall pay the respective arrears of the price payable by them within 7 days of such Notice served individually or to be put in any prominent place in the said building. If any of the Flat/Bungalow/Shop/Office purchaser fails to pay the due installments/arrears of the price within stipulated period of 7 days, Builder-Promoter shall have absolute discretion to terminate this agreement and forfeit the earnest money paid hereunder and shall refund to the Purchaser the balance installments of the purchase price paid by such Purchaser till



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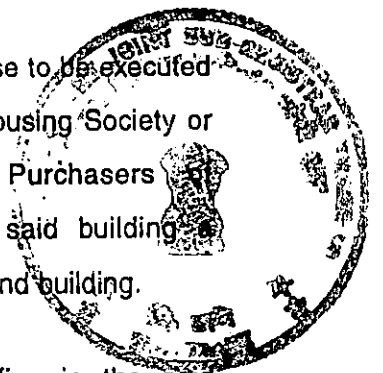
then but without interest and deducting thereout, the outgoings in respect of the Flat/Bungalow/Shop/Office to be purchased by him/her/them from the date of completion of the building until the Builder-Promoter shall have disposed off such Flat/Bungalow/Shop/Office. The money becoming refundable to the Purchaser of Flat/Bungalow/Shop/Office shall be refunded only after the Builder-Promoter shall have sold and/or disposed off the Flat/Bungalow/Shop/Office in respect of which the Agreement shall have been rescinded under this Clause.

14. Under no circumstances, possession of Flat /Bungalow /Shop/Office shall be given by the Builder-Promoter until all payments required to be made under this Agreement by the Purchaser have been made to the Builder-Promoter.

15. The Builder-Promoter shall, in respect of any amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement, have a first lien and charge of the said Flat/Bungalow/Shop/Office agreed to be purchased by the Purchaser.

16. The Builder-Promoter shall execute or cause to be executed in favour of the Proposed Co-operative Housing Society or Limited Company formed by the Purchasers of Flats/Bungalows/Shops/Offices in the said building conveyance in respect of the "Said Land" and building.

17. So long as the Flat/Bungalow/Shop/Office in the said building shall not be separately assessed for Municipal charges and water rates, the Purchaser shall pay on provisional basis to the Builder-Promoter/adhoc committee of Proposed Society a proportionate share of the water or



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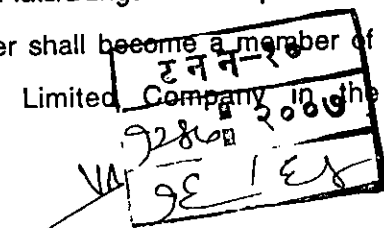
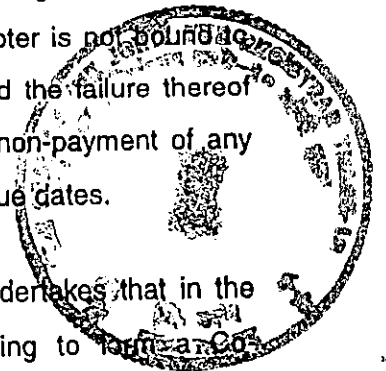
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other Municipal Taxes and outgoingas mentioned hereunder and assessed on the whole building such portion to be on the basis of the area of the Flat/ Bungalow / Shop / Office purchased by Purchaser.

18. The Purchaser shall maintain at his/her/their own cost the Flat/Bungalow/Shop/Office to be agreed to be purchased by him/her/them in the same good condition, state and order in which it is delivered to him/her/them and shall abide by all Bye-laws, rules and regulations of the Government, Municipal Council and the Bombay Suburban Electric Supply Company Ltd., and any other authorities and local bodies including Deputy Registrar of Co-operative Societies, Thane and shall attend to answer and be responsible for all actions and violations of any of the conditions or Rules or Bye-laws, and shall observe and perform all the terms and conditions contained in this agreement.

19. The Pruchaser hereby agrees to pay all the amounts payable under the terms of the Agreement as and when they become due and payable, time in this respect being the essence of the contract. Further, the Builder-Promoter is not to give notice requiring such payment and the failure thereof shall not be placed as an excuse for non-payment of any amount or amounts on the respective due dates.

20. The Purchaser hereby agrees and undertakes that in the event of the Builder-Promoter deciding to form a Co-operative Housing Society or a Limited Company of the Purchasers of the Flats/Bungalows/Shops/Offices, then, in that event purchaser shall become a member of such Co-operative Society Limited in the manner



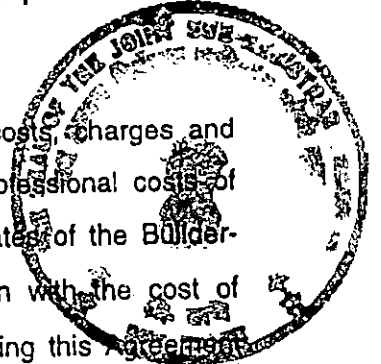
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hereinafter appearing AND ALSO from time to time, sign and execute the application for the Registration and other papers and documents necessary for the formation and the registration of the Society or the Limited Company, including the bye-laws of the proposed Society and duly fill in, sign and return within ten days of the same being forwarded by the Builder-Promoter. No objection shall be raised to the draft bye-laws as may be required by the Registrar of Co-operative Societies or other authority. The Purchaser shall be bound from time to time to sign all papers and documents and to do all other things as the Builder-Promoter may require him/her/them to do from time to time for safeguarding the interest of the Builder-Promoter and other purchasers of Flats/Bungalows/Shops/Offices in the said building. Failure to comply with the provisions of this clause, will render this agreement to, ipso facto, come to an end.

21. The Purchaser shall, on execution of this agreement and prior to taking possession of Flat/Bungalow/Shop/Office deposit with the Builder-Promoter following sums of money in addition to the Purchase price mentioned herein before, namely :

- 1) Rs. 2000/- For meeting all legal costs, charges and expenses, including professional costs of attorney-at-law/ Advocates of the Builder-Promoter in connection with the cost of preparing and engrossing this Agreement and the conveyance draft.

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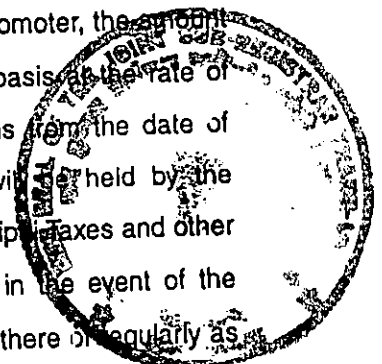
- 2) Rs. 251 for share money of 5 shares of Rs. 50 each and Re.1 as entrance fee of the proposed Co-operative Housing Society or Limited Company.
- 3) Rs. 3000/- for formation and registration of the Society or Limited Company.
- 4) Rs. 14000/- for charges and deposits to be paid B.S.E.S. Ltd. for electric meters etc. and to Mira-Bhayander Municipal Council for permanent water connection, water meter etc. or other deposits if any, and the costs, charges and expenses for transferring the property in favour of the Society or Company as the case may be.

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Rs. 19,251/-

22. The purchaser shall prior to taking possession of the Flat/ Bungalow/Shop/Office pay to the Builder-Promoter, the amount of Rs. 13,200/-, on provisional basis at the rate of Rs. 2100/- Sq. ft per month for 12 months from the date of possession/occupation certificate which will be held by the Builder-Promoter as deposit towards Municipal taxes and other outgoings payable by the Purchaser and in the event of the Purchaser making any default in payment there of regularly as agreed to herein by him/her/them the Builder-Promoter shall be entitled to adjust the amounts payable by the Purchaser towards Municipal taxes and penalty if any, against said deposit. The Builder-Promoter shall hand over the said deposit or the

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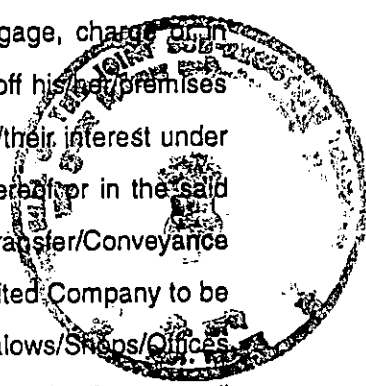
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balance there of to such Society or the Limited Company, as the case may be, on transfer or conveyance of the said land to the said Society or limited Company, as the case may be.

23. The Purchaser hererby convenants to keep the Flat/Bungalow/ Shop/Office walls and partition walls, drains-pipes and appurtenances there to belonging in good and tenable repair and condition and in particular so as to support, shelter and protect the parts of the building other than his/her/their Flat/Bungalow/Shop/Office.

24. The pemises Purchaser shall not let, sublet,transfer, assign or part with his/her interest or benefit of this agreement or part with possession of the said Premises until all the dues payable by /her to the Builder-Promoter under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until he/she obtains previous consent in writing of the Builder-Promoter.

25. The Purchaser shall not without the written permission the Builder-Promoter let, sub-let,convey, mortgage, charge or in any way encumber or deal with or dispose off his/her/Premises and shall not assign, let or part with his/her/their interest under or benefit of this Agreement or any part hereof or in the said premises until the execution of the deed of Transfer/Conveyance in favour of a Co-operative Society or a Limited Company to be formed by the Purchasers of Flats/Bungalows/Shops/Offices and till the Purchaser shall have paid to the Builder-Promoter all moneys payable to the Builder-Promoter under this Agreement.



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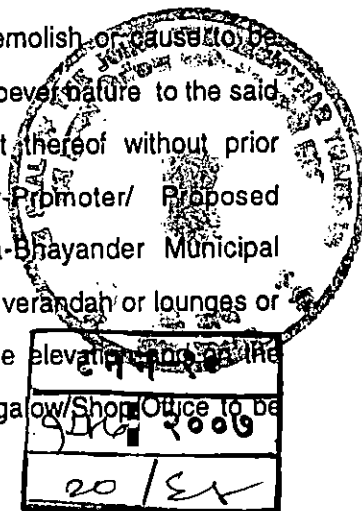
26. The Purchaser shall permit the Builder/Promoter and its surveyors and agents with or without workmen and others at all

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reasonable times to enter into and upon his/her/their Flat/Bungalow/Shop/Office or any part thereof for the purpose of repairing any part of the building and/or cables, water covers, gutters, wires, part structures and other conveniences belonging to or surviving or used for the said building and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires and for similar purposes and also for the purpose of cutting of the supply of water to the Flat/Bungalow/Shop/Office in the building in respect whereof the Purchaser or the occupier of such other Flat/Bungalow/Shop/Office as the case may be shall have committed default in paying his/her/their share/contribution of the water tax, electric charges and other outgoings.

27. The premises Purchaser shall not use the premises or permit the same to be used for any purpose whatsoever other than permitted under the Agreement or for any other purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other premises in the building or to the owners or occupiers of the neighbouring properties nor for any illegal or immoral purpose.

28. The Purchaser will not, at any time demolish or cause to be done any additions, alterations of whatsoever nature to the said Flat/Bungalow/Shop/Office or any part thereof without prior consent/permission of the Builder-Promoter/ Proposed Society/Concerned Authority of Mira-Bhayander Municipal Council. The Purchaser shall not close verandah or lounges or balconies or make any alteration in the elevation or the outside colour scheme of the Flat/Bungalow/Shop/Office to be acquired by him/her/them.



29. After the possession of the Flat/Bungalow/Shop/Office is

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handed over to the Purchaser, if any additions or alterations in or about relating to the said building are required to be carried out by the Government, Municipality or any Statutory Authority, the same shall be carried out by the Purchaser of Flat/Bungalow /Shop/Office in the building at his/her/their own costs and Builder-Promoter shall not in any manner be liable or responsible for the same.

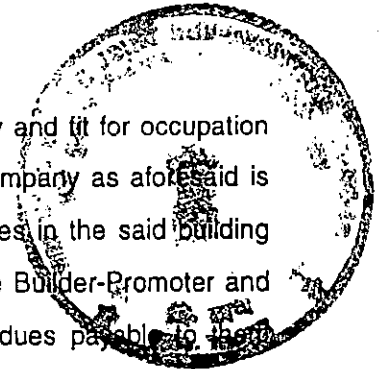
30. The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of said land and Building or any part of the said land building or whereby any increased premium shall become payable in respect of the insurance.

31. The Purchaser shall not decorate the exterior of his/her/their premises otherwise than in the manner as near as may be in which the same was previously decorated without affecting the life of the Building.

32. The Purchaser shall not throw dirt, rubbish, rags, garbage, or other refuse or permit the same to be thrown out from his/her/their said premises in the compound or any portion of the said land building.

33. After the building is complete and ready and fit for occupation and after the Society or the Limited Company as aforesaid is registered and only after all the premises in the said building have been sold and disposed off by the Builder-Promoter and the Builder-Promoter has received all dues payable to him under the terms of the Agreement with various purchasers of premises, the Builder Promoter shall execute or cause to be executed a Deed or Transfer/Conveyance in favour of the said

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Society or Limited company as hereinabove provided, subject, however, to there being no legal or technical hitch for the same.

34. In the event of the Society or Limited Company being formed and registered before the construction, sale and disposal by the Builder-Promoter of all the premises in the said complex, the powers and authority of the Society or the Limited Company so formed or of the Purchaser herein and other Purchasers of Premises shall be subject to the over all power of the Builder-Promoter in any of the matter concerning the Building, the construction, and completion thereon, and all amenities pertaining to the same and in particular the Builder-Promoter shall have the absolute authority and control as regards the unsold premises and the disposal thereof.

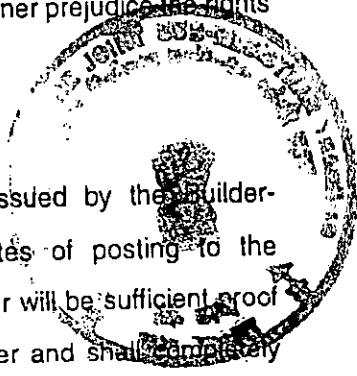
35. Any delay tolerated or indulgence shown by the Builder-Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the premises Purchaser by Builder-Promoter shall not be construed as a waiver on the part of the Builder-Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the premises Purchaser nor shall the same in any manner prejudice the rights of the Builder-Promoter.

36. The letters, receipts and/or notices issued by the Builder-Promoter despatched under certificates of posting to the address known to them of the purchaser will be sufficient proof of receipt of the same by the purchaser and shall completely and effectively discharge the Builder-Promoter.

37. If the Purchaser shall, in any other way fail to perform or observe any of the covenants and stipulations herein contained or

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referred to, the Builder-Promoter shall be entitled lawfully to re-enter upon and resume possession of the said premises and everything whatsoever therein and this Agreement shall cease and stand terminated. The Purchaser herein agrees that on the Builder-Promoter's reentry on the said premises as aforesaid, all the right, title and interest of the Purchaser in the said premises and under this Agreement shall cease and that the Purchaser shall also be liable for immediate ejection as a trespasser.

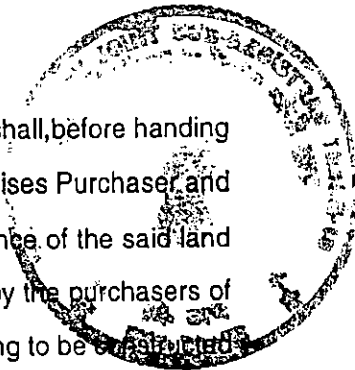
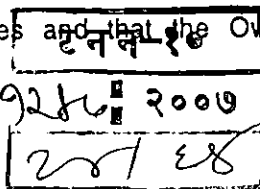
The Builder-Promoter shall in that event refund the moneys paid as purchase price by the Purchaser on disposing off the premises to any other party. The Builder-Promoter shall be entitled to deduct from the Purchaser under this clause, the loss or damage suffered by the Builder-Promoter and/or other purchaser of the premises on account of the Purchaser committing breach of any of the terms and conditions herein.

38. All costs, charges and expenses, including stamp duty, registration charges and expenses in connection with the preparation and execution of this Agreement as well as the conveyance and/or other documents and the formation, registration or incorporation of the Co-operative Society or as the case may be, the Limited Company, shall be borne, shared and paid by all the Purchasers of the premises in the said building in proportion to the purchase price of their respective flats, bungalows, shop, office or other spaces and/or paid by such Co-operative Society or, as the case may be, the Limited Company. The Builder-Promoter shall present this Agreement as well as the conveyance at the proper registration office for registration within the Limit prescribed by the Registration Act and the Builder-Promoter will attend such office and admit execution thereof.

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39. The Builder-Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restriction, if any, which may have been imposed by the concerned Municipal/Government authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Premises Purchaser, obtain from the concerned Municipal/Government authority, Completion as well as Occupation Certificates in respect of the premises.
40. The Builder-Promoter hereby declares that the Floor Space Index available in respect of the said land is same as provided in Municipal approved Building Plans and that no part of the said floor space index has been utilised by the Builder-Promoter elsewhere for any purpose, whatsoever. In case, while developing the said land, the Builder-Promoter has utilised any floor space index of any other land or property by way of floating floor space index then the particulars of such Floor Space Index shall be disclosed by the Builder-Promoter to the premises Purchaser. If at any time prior to or even after the execution of the conveyance, the floor space index at present applicable to the said land is increased, such increment shall ensure for the benefit of the Builder-Promoter alone, without any rebate to the premises Purchaser.
41. The Builder-Promoter hereby agrees that it shall, before handing over possession of the premises to the premises Purchaser, and in any event before execution of a conveyance of the said land in favour of a corporate body to be formed by the purchasers of Flats/Bungalows/Shops/Offices in the building to be constructed on the said land (hereinafter referred to as "the society"/"the Limited Company"), ensure, that the said land is free from all encumbrances and that the Owners/the Builder/Promoter



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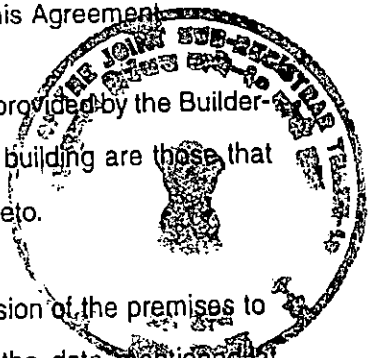
had/have absolute, clear and marketable title to the said land so as to enable it to convey to the said Society/Limited Company such absolute, clear and marketable title on the execution of a conveyance of the said land by the Owner/Builder-Promoter in favour of the said Society/Limited Company.

42. The premises Purchaser agrees to pay to the Builder-Promoter interest at 24% p.a. on all the amounts which become due and payable by the premises Purchaser to the Builder-Promoter under the terms of this agreement from the date the said amount is payable by the premises Purchaser to the Builder-Promoter.

43. On the premises Purchaser committing default in paying on due and payable by the premises Purchaser to the Builder-Promoter under this Agreement (including his/her/proportionate share of taxes levied by the concerned Municipal/Revenue/Government authority and other outgoings) and on the premises Purchaser committing breach of any of the terms and conditions herein contained, the Builder-Promoter shall be entitled, at his own option, to terminate this Agreement, and to forfeit the moneys paid by the premises Purchaser under this Agreement.

44. The fixtures, fittings and amenities to be provided by the Builder-Promoter in the premises and the said building are those that are set out in Annexure "C" annexed hereto.

45. The Builder-Promoter shall give possession of the premises to the premises Purchaser on or before the date mentioned at Clause No.7, hereinabove. If the Builder-Promoter fails or neglects to give possession of the Premises to the Premises Purchaser by the aforesaid date or the date or dates prescribed in Clause(b) of Section 8 of the said Act, for the reasons other



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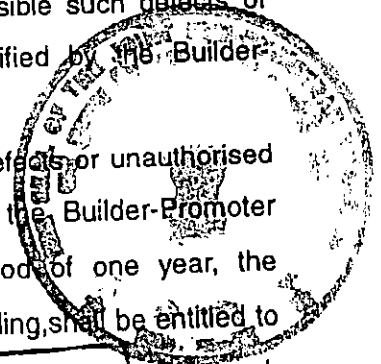
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than those given in Clause 7, then the Builder-Promoter shall forthwith refund to the premises Purchaser the amounts already received by him in respect of the Premises with simple interest at the rate of nine percent per annum from the date the Builder-Promoter received the amounts and interest there on are repaid. Till the entire amount and interest thereon is refundable by the Builder-Promoter to the premises Purchaser there shall, subject to prior encumbrances if any, be a charge on the said land as well as the construction of the building in which the Premises are situated or were to be situated.

46. The premises Purchaser shall take possession of the premises within 7 days of the Builder-Promoter giving written notice to the premises Purchaser, intimating that the said Premises are ready for use and occupation.

Provided always that if within a period of one year from the the date of handing over the Premises to the Premises Pruchaser, the premises Purchaser brings to the notice of the Builder-Promoter any defect in the premises or the building in which the premises are situated or the material used therein or any authoirsed change in the construction of the said building, then wherever possible such defects or unauthorised changes shall be rectified by the Builder Promoter at its cost.

Provided further, that in respect of defects or unauthorised changes brought to the notice of the Builder-Promoter before the expiry of aforesaid period of one year, the premises Purchasers in the said building, shall be entitled to receive from the Builder-Promoter compensation for such defects or changes.



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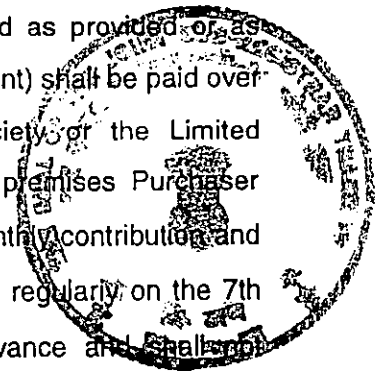
47. The premises Purchaser shall not use the premises for any

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purpose other than permitted under this Agreement. He shall not use the motor garage or parking space for any purpose other than for keeping or parking the premises Purchaser's own motor car.

48. Commencing a week after notice is given by the Promoter to the premises Purchaser that the premises are ready for use and occupation, the premises Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the said land and Building/s namely local taxes, water charges, insurance, common lights, repairs and salaries of the clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and buildings. Until the said society/limited company is formed and the said land/building/s transferred to it, the premises Purchaser shall pay to the Builder-Promoter provisional monthly contributions at Rs. TWO. per sq.ft. per month at the minimum towards the outgoings. The amounts so paid by the premises Purchaser to the Builder-Promoter shall not carry any interest and remain with the Promoter until a conveyance is executed in favour of the society or a Limited Company as aforesaid. Subject to the provisions of section 6 of the said Act, on such conveyance being executed, the aforesaid deposits (less deduction and as provided or as applicable for and/or under this Agreement) shall be paid over by the Builder-Promoter to the Society or the Limited Company, as the case may be. The premises Purchaser undertakes to pay such provisions, monthly contribution and such proportionate share of outgoings regularly on the 7th day of each and every month in advance and shall not withhold the same for any reason, whatsoever.

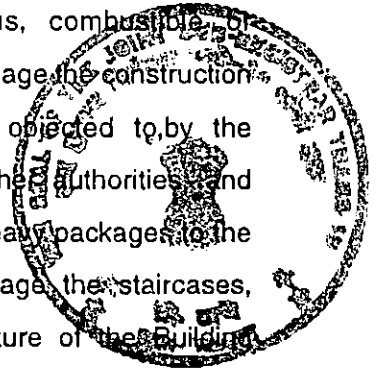
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49. The premises Purchaser hereby agrees to pay on demand or otherwise the premises Purchaser's share/contribution of stamp duty and registration charges legally payable, by the said Society or Limited Company on or before the conveyance or any document or instrument of transfer in respect of the said land and the Building to be executed in favour of the Society or Limited Company.
50. The Builder-Promoter hereby declare that the said land is not subject to any mortgage, charge, lien or any other encumbrances, whatsoever.
51. The premises Purchaser shall, from the date of possession, maintain the premises at the premises Purchaser's own cost in good tenantable repair and condition and shall not do or cause to be done anything in or to the said Building or the premises, staircases or common passages, which may be against the rules, regulations or bye-laws of the concerned local or any other authority nor shall the premises Purchaser change, alter to make addition in or to the said premises or the Building or any part thereof.
52. The premises Purchaser shall not store in the said Premises any goods which are of hazardous, combustible, or dangerous nature or so heavy as to damage the construction or structure of the Building or are objected to by the concerned Municipal/Government or other Authorities and shall not carry or cause to be carried, heavy packages to the upper floors which are likely to damage the staircases, common passage or any other structure of the Building including entrance of the Premises and the premises Purchaser shall be liable for the consequences of breach of



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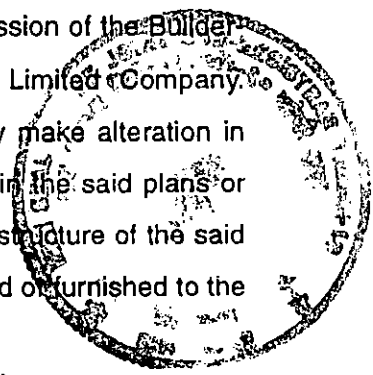
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this clause.

53. The premises Purchaser shall at his own cost carry out all internal repairs of the said Premises and maintain it in the same condition, state and order in which it was delivered to the premises Purchaser and shall not do or cause to be done anything in or to the said Building or the said premises which may be against the rules, regulations and bye-laws of the concerned Municipal/Government authority or other public authorities and the premises Purchaser shall be responsible to the concerned Municipal/Government and/or other Public authorities for anything so done in connection with the said Building and/or other said premises and shall be liable for the consequences thereof.

54. The premises Purchaser shall not at any time demolish or cause to be demolished the said Premises or any part thereof nor shall, at any time, make or cause to be made any addition or alteration of whatsoever nature to the said premises or any part thereof nor any alteration in the elevation and out side colour scheme of the said Premises and appurtenances thereto and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C.Pardis or other structural members in the said premises without the prior written permission of the Builder Promoter and/or the Society or the Limited Company. Provided that the Builder-Promoter may make alteration in structure of the premises as described in the said plans or any other alterations or additions in the structure of the said building after the said plans are disclosed or furnished to the premises purchaser; and

Further provided ~~always that~~ before carrying out such



20/08
2009
20/08

*Handwritten signature and initials.*



staircases, terraces, recreation spaces etc. will remain the property of the Builder-Promoter until the said land Building is transferred to the Society/Limited Company as herein before mentioned.

59. The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the premises therein and for the observance and performance of the Rules, Regulations and Bye-Laws of the concerned Municipai/Government authority and of the Government and other public bodies. The premises Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupation and use of the premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

60. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the promotion of Construction, Sale, Management and Transfer) Act, 1963 and Maharashtra Ownership Flats (Regulation of the Promotion of Construction, sale, Management and Transfer) Rules 1964.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THOSE pieces or parcels of plot of land or ground, situate, lying and being at Village Goddev, Mira Road, in the Taluka and District Thane 401 105 and bearing New Survey

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✓  
*kaliteh*

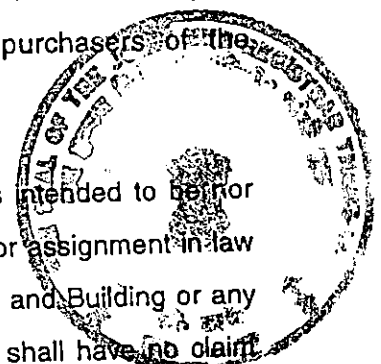
additions or alterations the Purchaser shall obtain previous consent in writing from the Builder-Promoter.

55. In case any security deposit is demanded by the concerned Municipal Authority or the Government for the purpose of giving water connection to the said Building such deposit shall be payable by the premises Purchaser along with all the Purchasers of the premises in the said Building. The premises Purchaser agrees to pay to the Builder-Promoter within 7 days of demand the premises Purchasers share of such deposit.

56. The development and/or betterment charges or other levy by the concerned Municipal Authority, Government and/or any other public authority in respect of the said land and/or Building shall be borne and paid by the premises Purchaser alongwith all the purchasers of premises in the Building in proportion to the floor area of their respective premises.

57. The premises Purchaser and/or the Builder-Promoter shall from time to time sign all applications papers and documents and do all such acts, deeds and things as the Builder-Promoter and/or the Society may require for safeguarding the interest of the Builder-Promoter and/or the premises Purchaser and the other purchasers of the premises in the said building.

58. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in-law of the said Premises or of the said plot and Building or any part thereof. The premises Purchaser shall have no claim save and except in respect of the premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies,



१२५-१०  
१२०० २००७  
३०/१८

✓  
K. K. K.

No.42 (Old Survey No.333), Hissa No.1, and admeasuring 9464sq. ft. Yards and thereabouts equivalent to 7929 Sq.Mtrs or thereabouts excluding the area under reservation north of D. P. Road, and shown surrounded by red colour boundary line on a plan here to annexed, and bounded as follows :

that is to say :

on or towards the NORTH by S. No. 311, H. No 3.

On or towards the EAST by S.No. 333 H. No.2

On or towards the SOUTH BY D. P. Road, 60 " wide and

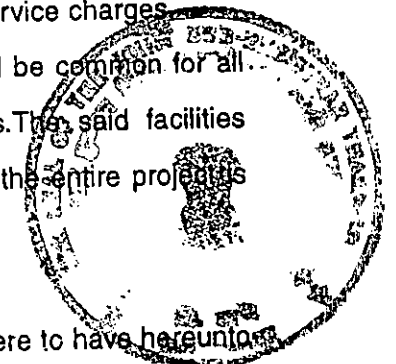
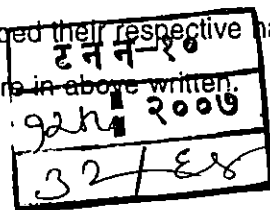
On or towards the WEST by S. No. 332, H. No.1

#### THE SECOND SCHEDULE ABOVE REFERRED TO

1. The roof, gutter and rain water pipes and electric wires in, under or upon the building and enjoyed or used by the Purchaser in common which other occupants of other premises and the passages landings. staircases of the building as enjoyed by the Purchaser used by him/her/them in common as aforesaid and the boundary walls of the building compounds, terraces etc.
2. Lighting the passages, landing, staircases and other parts of the building.
3. Decorating the exterior of the building.
4. Water pump, lifts and lights and other service charges
5. Common Gardens, one Club House will be common for all the Buildings in the said larger lands. The said facilities /amenities will be provided by the time the entire project is completed by the Builder-Promoter.

IN WITNESS WHEREOF the parties here to have hereunto

set and subscribed their respective hands and seal the day and year first here in above written.



*Handwritten signature*

SIGNED SEALED AND )  
 DELIVERED by ) For M/s. LAVLESH CONSTRUCTION PVT. LTD.  
 the within named )  
 BUILDER-PROMOTER )  
 M/s. LAVLESH )  
 CONSTRUCTIONS PVT. LTD.) MANAGER / AUTHORISED SIGNATORY

*[Handwritten Signature]*

in the presence of..... )

SIGNED SEALED AND )

DELIVERED by )

the within named PURCHASER )

Mr./Mrs. )

LALIT K. SHAM )

in the presence of..... )

RECEIVED on or before the day )

and year first herein above )

written and from the within named )

purchaser the sum of Rs. 90000/-

(Rupees NINETY THOUSAND

ONLY )

towards an advance payment or )

earnest money deposit payable by)

the Purchaser to us mentioned )

within )

*[Handwritten Signature]*

Rs. 90000/-

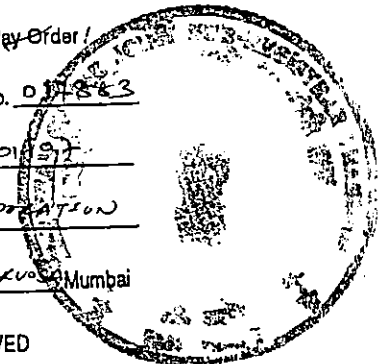
By Bank Draft / Pay Order /

Cash / Cheque No. 011883

dated 21/01/97

drawn on CORPORATION

BANK, VERVA Mumbai



WE SAY RECEIVED

For LAVLESH CONSTRUCTIONS PVT. LTD.

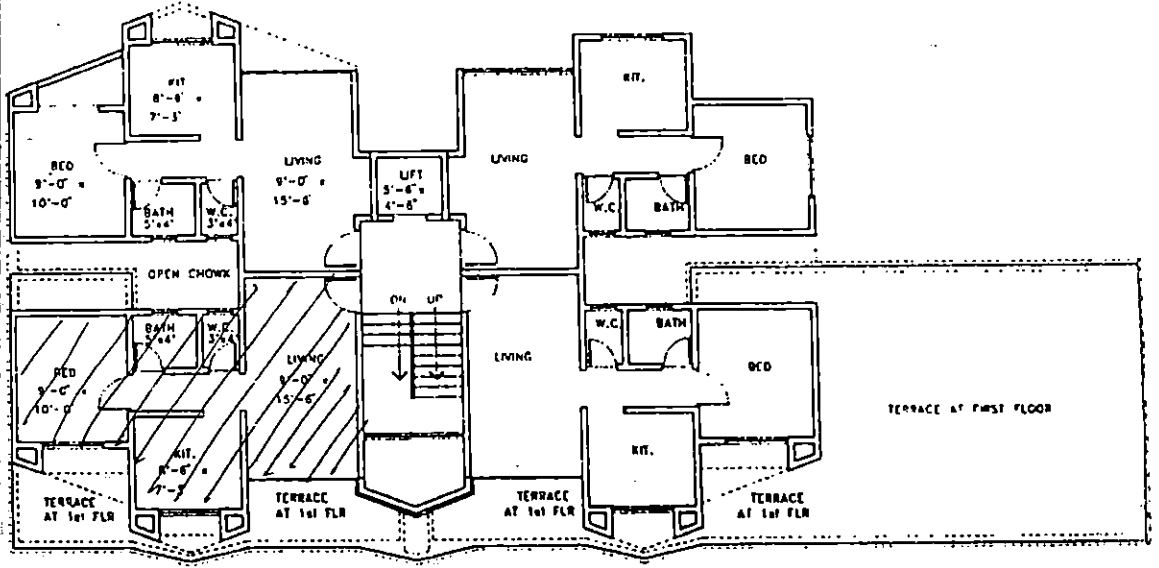


*[Handwritten Signature]*

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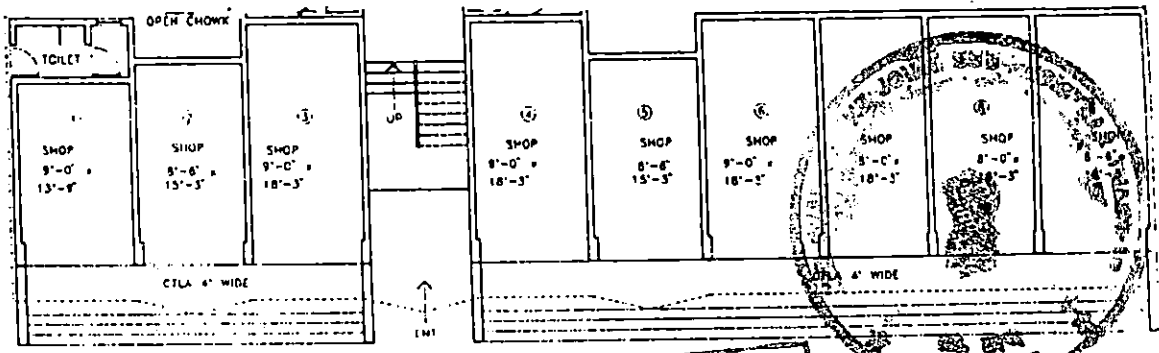
*[Handwritten marks]*

ANNEXURE 'A'



TYPICAL FLOOR PLAN

A-501

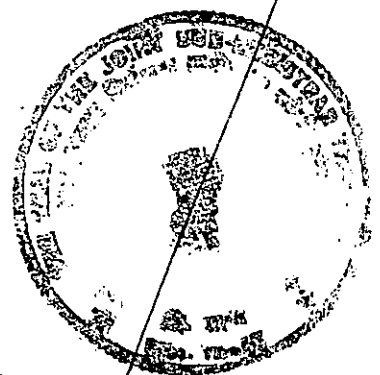
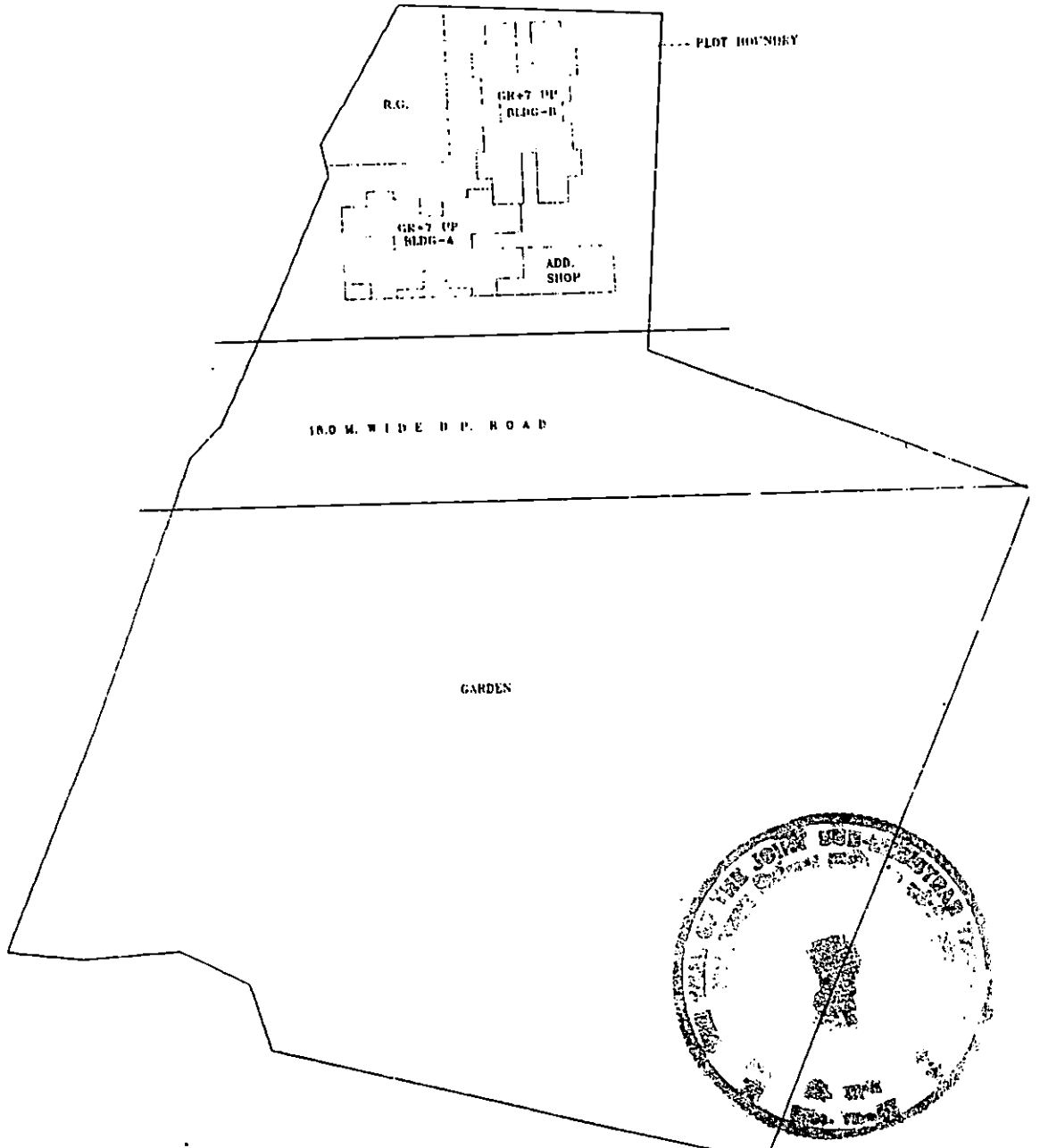


SHOPPING ON GROUND FLOOR IN BLDG. A

92/11/2008  
38/ES

*Handwritten signature*

ANNEXURE 'B'



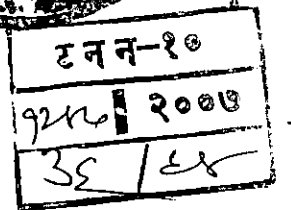
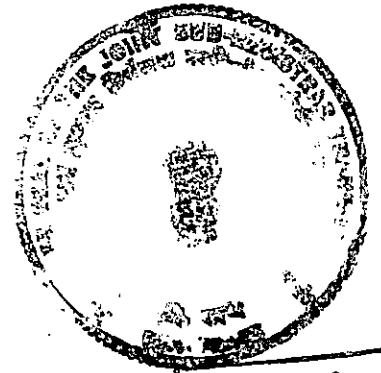
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34 / 28

BLOCK PLAN

*Handwritten signature*

ANNEXURE 'C'List of Amenities

1. RCC framed structure of building confirming to Indian standards.
2. 4" solid C.C. Blocks for external walls.  
4" thick brick work for internal walls.  
Salwood door frames and flush doors
3. Wall to Wall Ceramic Flooring in Living / Dining Room.
4. One high speed lift in each building.
5. Ceramic Flooring in Bedrooms.
6. Granite Kitchen platform.
7. Ceramic tiles floor & dado in Bathrooms.
8. Geyser in all Bathrooms.
9. Concealed Plumbing.
10. Concealed Copper wiring.
11. Aluminium sliding windows.
12. Telephone point in each unit.



*Dr. Anish*

ANNEXURE 'D'

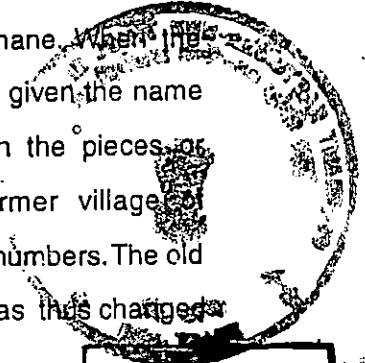
ASHWIN ANKHAD  
Currimjee Bldg., 3rd Floor,  
111, M. G. Road, Mumbai-400 023.

TITLE CERTIFICATE

I have examined the title to the property bearing new Survey No. 42, Hissa 1 (old Survey No. 333) admeasuring 9464 Sq. Yards equivalent to 7929 Sq. Mts. lying and being at Village Goddev, Taluka and Dist. Thane in the registration District and Sub-District of Thane. I have also organised a search at the offices of the Sub-Registrar of Assurances at Thane and Bombay and at the Talathi's office at Bhayandar.

2. Formely Revenue village of Goddev was part and parcel of Revenue village of Bhayander. In the year 1985 Bhayander Village was divided into two parts and the separated part of the village Bhayander was given the name of "Goddev". The subject land falls in the separated village called Goddev which is situated in the Thane Taluka of Thane district in the Regsitraton District and Sub-District of Thane. When this separated portion of village Bhayander was given the name of Goddev, the Survey numbers by which the pieces or parcels of land were known in the former village of Bhayander were changed into new Survey numbers. The old Survey Number 333 of village Bhayander was thus changed to New Survey No. 42 of village Goddev.

3. Former undivided Bhayander is an ex-khoti village. Under the provisions Salsette Estates (Land Revenue Exemption Abolition) Act 1951 (Bombay Act No. XLVII of 1951) the Khoti Tenure of the village is abolished. It appears that at the time of commencement of the Act The Estate Investment Company Limited was the Estate Holder or Khot of the Village. The subject land was the property of permanent



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०२/०६/२००७  
Exemption

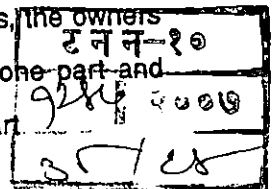
✓  
Ashwin



holders as such the title of this land is not affected by the Salsette Estates (Land Revenue Exemption Abolition) Act 1951. The only difference made by the Act was that the permanent holders are now liable to pay the assessment of their lands direct to the State Government and the right of the Estate Holder to collect the assessment from the permanent holders is abolished. The tenure of the land is now heritable and transferable subject to the provisions of the Maharashtra Land Revenue Code 1961.

4. It is revealed from the record that at present (1) Anton Jacin Souza (2) Ignatius Jacin Souza (3) Isparas Manavel (Manuel) Rodrigues (4) Margaret Jacin Souza (5) Mary Anthony Gomes (6) Victoria Anthony Rodrigues and (7) Janmary Jacin Souza being the children of late Jacin Anton Souza and (8) Joseph Francis (9) James Francis (10) Annie D'Mello (11) Cecil D'Mello (12) Matilda Jeral Fonseca and (13) Rosy Francis D'Souza are the present owners of the land. On the 7/12 Utara the name of one Itur Anton Rodrigues is written. It is not known how his name came on the record.
6. In addition to the above I have also examined the following documents :

a. Agreement for Development dated 30th December 1993 between Mr. Antone Jacin Souza and others, the owners of the above mentioned property of the one part and M/s. Sweetland Developers of the other part.



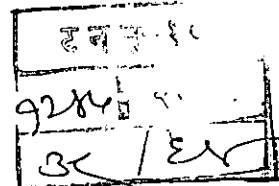
b. Power of Attorney executed on 30th December 1993, by Mr. Antone Jacin Souza and others, the owners of the property in favour of M/s. Sweetland Developers.

*Handwritten signature and scribbles at the bottom right of the page.*

- c. Agreement for Sale dated 28th January 1995, between M/s. Sweetland Developers of the one part and (1) Mr. Chandulal C. Patel, (2) Mr. Bakir B. Javeri, (3) Mr. Ismail Karmali, (4) Mr. Aryn Rajwani
- d. Agreement for Sale dated 23rd February 1995 between (1) Mr. Chandulal C. Patel, (2) Mr. Bakir B. Javeri, (3) Mr. Ismail Karmali, (4) Mr. Aryn Rajwani of the one part and M/s. Lavlesh Constructions Private Limited
6. Based on the above documents and subject to the above, in my opinion it appears from the records that the said 13 persons referred in para 4 above are the present owners of the subject property and that Lavlesh Constructions Pvt. Ltd. have clear legal rights to develop the said property within the permissible Regulations.

Bombay dated 28th day of February, 1995.

Sd/-  
ASHWIN ANKHAD  
Advocate



*Handwritten signature and initials*



दस्तावेज नं: ८१९२८२८/८१९२००५/८१९१४००/८१९२५५१  
 फॅवरा: ८१९०५३६



# मिरा - भाईंदर नगर परिषद

मुख्य कार्यालय भाईंदर

## MIRA - BHAYANDAR MUNICIPAL COUNCIL

छत्रपती शिवाजी महाराज मार्ग, भाईंदर (प.) पीन कोड - ४०१ १०१.

क्र. नं. २२७/२२/२००७/८०९२/२००० २००९

दिनांक २८/१२/२००७

// भोगवटा दाखला //

मिरा भाईंदर नगरपालिका क्षेत्रातील स. नं. २२७ [सुना] वर [नाचन] दि. ३१  
 गोलो गोडदेव येथील भुखंड क्र. ७२ मधील बांधकाम प्रस्तावाचा नगरपालिकेकडे पत्र क्र. नं. २२७/२२/  
 २००७/८०९२/२०००-२५ तद. १५/२/२५ अन्वये बांधकाम परवानगी देण्यात आलेली आहे.  
 सादर रेखांकन नकाशागर्भित दगारत प्रकार जे व वी-डिंग (तळ न-सात मंजूर) या  
 स्वस्माच्या दोन इमारतींचे बांधकाम या-सोबत मंजूर करण्यात आलेल्या नकाशाप्रमाणे पूर्ण  
 झाल्या बाबतचा दाखला वास्तुवाचाराद ये. नकाशा आ किंटेस्टस यांना सादर केलेला आहे.  
 तसेच ये. जोगी कन्स्ट्रक्टस यांना इमारतीचे बांधकाम तांत्रिकदृष्ट्या योग्य झाल्या बाबतचा  
 दाखला व दगारतीच्या प्लॅनिंग बाबतचा दाखला सादर केलेला आहे. याद्वारे उपरोक्त  
 इमारतीचा वापर करणे व आवश्यक तेवढा खर्चपुरवठा होण्या नगरपालिकेचा दरका  
 शहरातील पाणी टंचाई लक्षात घेता आपणांस नळ कनेक्शन गाठेलच याचा ह्या नगरपालिकेचा  
 देत नाही.



*[Signature]*  
 मुख्याधिकारी,  
 मिरा भाईंदर नगरपालिका.

पुत -

- १) दिनांक
- २) वर तक्रार

रन-१०  
 १२/१२/२००७

Customer's Copy	
CITIZEN CREDIT CO. OF PUNE BANK LTD.	
Branch: D-5/STAMP DUTY THANE	
Date: 10/12/07	
Pay to: Ad. Stamp Duty Thane	
Franching Value	Rs. 35000/-
Service Chg. (Rs. 10 per doc)	Rs. 10/-
TOTAL	Rs. 35010/-
Name of the stamp	Stamp Duty Thane
11 King Street, Secretary	
Mirra (D-5) Road	
Andheri (E)	
DD / Cheque / Bank	
Drawn	
Trans	
Cashier	
Officer	
Franking Str. No.	42647
CASH RECEIVED	
MIRA MUNCIPAL COUNCIL	
17 FEB 2007	



# मिरा-भाईंदर नगरपालिका परिषद

मुख्य कार्यालय, भाईंदर (पश्चिम)

छपपती शिवाजी महाराज मार्ग, भाईंदर (पश्चिम), पिन कोड नं. ४०१ १०१.

जा. क्र. नपा/नर/३६९/८८२३/०२-०५

दि. १५/१२/०५

वाचले :- १) श्री/श्रीमती मोहाकान्ता काविकर (ना. २८५, नि. ३११२१)

यांचा दि. १२/११/०५ चा अर्ज.

२) अर्जेंट लॅन्ड सिटिंग साठील सधम प्राधिकारी नागरी संकुलन ठाणे यांच्याकडील भाईंदर क. यु. प्ल. सी/टी. जे. ७६/१६/०५ / एम. आर. ५ प्रवाशेदर १५५/५०२६/०५ दि. १५/११/०५ ची मंजूरी.

३) मे. निव्हाधिकारी सी., ठाणे यांच्याकडील आदेश क्रमांक महसूल/कक्षा/२८५/०५/०५ एम. आर. २५२/०५ दि. १५/११/०५ ची अकृपिक मंजूरी.

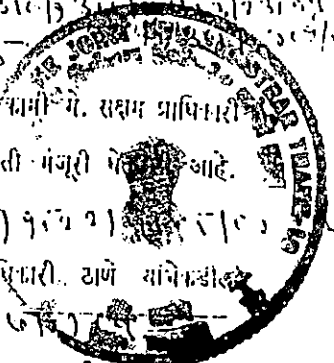
४) मिरा-भाईंदर नगरपालिका परिषद जा. क्रमांक नपा/नर/३६९/८८२३/०२-०५ दि. १५/११/०५ अकृपिक मंजूरी.

५)

...CHA ARCHITECTS  
MUMBAI

## — आदेश : —

सधं नं. १६६/०५, १६६/०५, ३११/०५, ३११/०५, ३११/०५, ३११/०५, ३११/०५, ३११/०५ यांनी येथील नियोजित बांधकामाचे नकाशे श्री/श्रीमती मोहाकान्ता काविकर यांनी दि. ३१/११/०५ रोजी दाखल केले होते. सदर बांधकाम सधम प्राधिकारी नागरी संकुलन ठाणे यांच्याकडून दि. १५/११/०५ रोजी मंजूरी मिळाले आहे. नवीन सदर प्लॉन एन. जे. (अकृपिक वापरकरिता) नगरपालिकेने जा. क्र. नपा/नर/३६९/८८२३/०२-०५ दि. १५/११/०५ ने मंजूर केलेले होते. अर्जावर यांना मे. निव्हाधिकारी ठाणे यांच्याकडील आदेश क्र. महसूल/कक्षा/२८५/०५/०५ दि. १५/११/०५ ने रस्ताकासा व अकृपिक वापरास मंजूरी मिळालेली आहे. या सर्व बाबींचा विचार करून अर्जादारास महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे कलम ४५ नुसार साठील अटी शर्तींवर बांधकाम सुरू करणेस मंजूरी देणेत येत आहे.



१) बांधकाम इकडील पत्र क्र. नपा/नर/३६९/८८२३/०२-०५ दि. १५/११/०५ मंजूर केलेल्या प्लॉन प्रमाणे करणे आवश्यक आहे.

दुन-१०  
१५/१२/०५  
२००६

- २) इकडील पत्र क्र. हा.पा.सं.सि/१८२०/५६०११०१०५ दि. १५/१०/०३ मधील अटीशर्तीचे पालन करण्याची जबाबदारी अर्जदार व्हांची असून त्याच उल्लंघन झाल्यास परवानगी रद्द केली जाईल व त्याची जबाबदारी अर्जदारावर राहिल.
- ३) मे. जिल्हाधिकारी सा. ठाणे यांचेकडील आदेश दि. १७/११/०५ चे पालन करण्याची जबाबदारी अर्जदाराची असून अन्य संबंधित नायकांनी पूर्तता करण्याची जबाबदारी अर्जदारावर राहिल.
- ४) प्लॉग सर्टिफिकेट न घेता पुढील बांधकाम सुरु ठेवल्यास परवानगी रद्द करण्यात येईल.
- ५) सहर बांधकामाची शुद्ध दि. १५/१२/१५ पासून दि. १४/१२/१५ पर्यंत राहिल.
- ६) सहर परवानगीची जास्तीत जास्त दोन वेळा नवनीकरण करणेत येईल.
- ७) जोच्याच्या द्याच्या वेणेपूर्वी चरचरार्करीमटो जावाळा  
जावाळावत रक्ता तयार करणे ठापाय्यक आहे. चरचरा  
तयार झालेलेच रक्ता जोच्याच्या द्याच्या दिवा धावत.



*(Signature)*  
 मुख्याधिकारी

सि.पा. - भाईंदर नगरपालिका परिषद  
 भुईरंग

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MAKASHA ARCHITECTS  
 BOMBAY



टन न-१०  
 १२/१२/२००७  
*(Signature)*









पुस्तकांचा व त्रिधाण्याचा तयारा करण्याचा व्यवस्था केला पाहिजे.  
 १८] अतिशय विगरीश्या वापरता प्रारंभ केल्याच्या दिनांकापासून  
 एक महिन्याच्या काळापासून अनुक्रमाची व्यवस्था महाराष्ट्र जमिन महसुल  
 विभागाच्या वापरता येवता. विगरीश्या जाकारणा ३ दिव. १९६९  
 यातील अनुबंधी प्राच्येचे दिवसा नमुन्यात एक तयार करून देउन तो वा  
 आदेशातील सर्व शर्ती संमत करणे त्यात बंधनकारक जसेल.  
 १९] या आदेशात आण सनदांमध्ये नमुन्या केलेल्या शर्तीची कोणत्याही  
 शर्तीअनुक्रमाची व्यवस्था उभेपत्र केल्यात उभे जाधान्याच्या उपबंधान्वये  
 अशा अनुक्रमाची ज्या कोणत्याही शाखेत पात्र जेल त्या शाखेत जाया  
 न येऊ देता जाण्याच्या जिद्दा-घका-वात तो त्रिधाण्यात त्रिधाण्यात त्रि  
 असा र्क आण जाकारणा भरल्यानंतर उभे जमिन विभागाच्या अनुक्रमाच्या  
 ताब्यात राहू देण्याचा अधिकार जसेल.

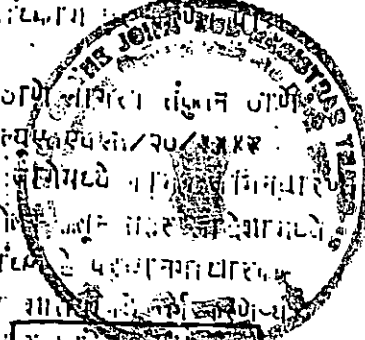
२०] दिलेली ही परवानगी गुंबई कुळ्याड्यात जमिन जाधान्या १९६८  
 महाराष्ट्र सामुदायिक अधिनियम आण नगरपालिका अधिनियम ज्याच्या  
 शीर्षकाच्या त्या वेळी अंमलात असलेल्या इतर कोणत्याही कायद्याचे  
 कोणतेही उपबंध प्रकरणाच्या अन्य संबंधित बाबींच्या बाबतात लागू होताना  
 त्या उपबंधाच्या अधिन आहेत.

२१] हा आदेश नमूद केल्याच्या दिनांकापासून तसे दिवसाच्या अति  
 विगरीश्या जाकारणाच्या तत्पुढे रक्कम रुपये १९४०९=०० [जवरी रुपये  
 एकीपणे हजार पारसे एकीपणे मात्र] इतकी रक्कम रक्कम कर [कमिशन  
 टप्प्यात म्हणून अनुक्रमाची व्यवस्था भरली पाहिजे. जर ती करण्यात ती  
 करून देता ती विगरीश्या वापरता येवता. देण्यात आलेली परवानगी  
 रद्द होण्यात पात्र जेल या कराची रक्कम संभाव्य तऱ्हेत तऱ्हेत भरली  
 पाहिजे.

२२] अनुक्रमाची यांनी तयार आदेश नगरपालिका पात्र जाकारणाच्या  
 नगर नकाशावर हकूम बांधणी केला पाहिजे.

२३] अनुक्रमाची यांनी तयार आदेश नगरपालिका पात्र जाकारणाच्या  
 विक्रम नकाशा व्यतिरिक्त जादा बांधणी देण्यात उभे अधिनियम  
 बदल करून जादा चर्क देणाने जाकारणा वापरल्यात अनुक्रमाची महाराष्ट्र  
 प्रादेशिक नगरपालिका अधिनियम १९६६ चे कलम ५२ अन्वये पत्रावरून स्वस्वता  
 गुन्हा दाखल करणे पात्र राहिलेले व जे जादा बांधणी  
 राहिले.

२४] यापुढे जिद्दापासून सहा महिन्यांच्या आधी जाकारणा तयार जाकारणा  
 यांनी त्यांच्या जिद्दा आदेशात आण सनदां/१९२/७७७७७७/२०/१९६९  
 सनदां-१९७६ यात अन्वये प्रस्तावित अन्वये जाकारणात जाकारणा  
 कायदा १९०६ चे कलम २० अन्वये योजना मंजूर केलेली जाकारणात  
 नमुन्या केल्याप्रमाणे उराविक मापान्या तयार करणे परवानगी वापरणे  
 यतिवर बंधनकारक जसेल. त्याप्रमाणे ज्या तयार शाखेत जाकारणाच्या  
 जाहेत त्याचा बाया शाखेत जाहेत परवानगी वापरणे परवानगी वापरणे  
 राहिले.



१२/१९६९  
 १२/१९६९

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MAKABHA ARCHITECTS



विभागाचे अधिकारी



Director, Urban Agglomeration Authority,  
Mumbai.  
Date: 22/10/92

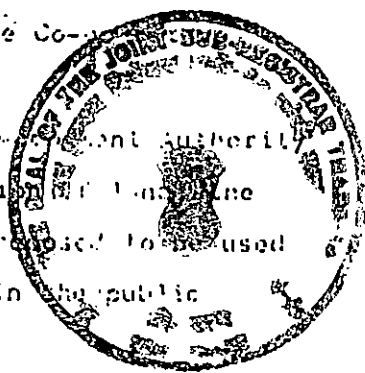
WHEREAS Shri. ANTONY JESU (P) of Vill. No. GODDEVA NAVCHARI, Thane Urban Agglomeration, in excess of the ceiling limit in the Thane Urban Agglomeration, the details of which are given in the Schedule hereto appended:

AND WHEREAS, the Government, has applied for exemption under section 26 of the Urban Land (Ceiling & Regulation) Act, 1974 (33 of 1974) to the said land for the construction of tenements as per the guidelines issued under Government Resolution, Housing & Special Assistance Department No. 345-1036/234C/III, dt. 22/8/1986 and 22/10/1992, and Govt. Circular dated 7.1.94.

AND WHEREAS, the said person has mentioned in the application that, his scheme of construction of tenements shall be governed by the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (Act No. 17 of 1963) or by the Maharashtra Cooperative Societies Act, 1960 (Act No. 17 of 1960).

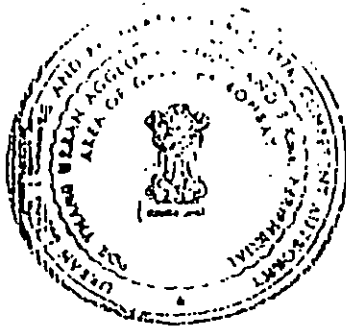
AND WHEREAS the Director is satisfied that having regard to the location of the land, the purpose for which the land is being used or is proposed to be used and other relevant factors, it is necessary in the public interest so to do:

He, therefore, in exercise of the power conferred by sub-section (1) of section 26 of the Act, after having recorded in writing the reasons therefor, has granted the



HAKASHA ARCHITECTS  
BOMBAY

दन न-१०  
१२/१०/२००७  
[Signature]



Sl. No. 17/13.5.1.20/10-12/1  
Office of the Asst. Collector,  
Competent Authority,  
Thane Urban Agglomeration,  
Collectorate Building, 11th floor,  
Thane.

Dated: 03/07/21

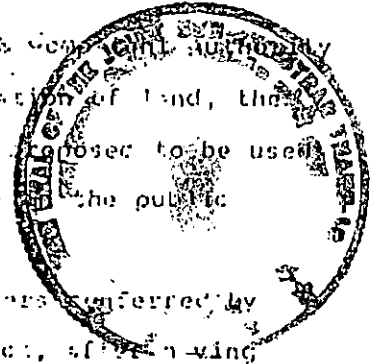
शुद्धीकरण

WHEREAS श्री. सुधीकरण अण्ठो जसिन सोऱ (S. NO. 17) of Village GODDEVA NANGHARJIST. Thane, notes vacant land in excess of the ceiling limit in the limits of Thane Urban Agglomeration, the details of which are given in the Schedule hereto appended:

AND WHEREAS, the above person, has applied for exemption under section 20 of the Urban Land (Ceiling & Regulation) Act, 1976 (33 of 1976) to the said excess land ~~FOR PROMOTION OF CONSTRUCTION OF TENEMENTS AS PER THE GUIDELINES ISSUED UNDER GOVERNMENT RESOLUTION, HOUSING & SPECIAL ASSISTANCE DEPARTMENT NO. 535-1926/2340/XIII, D.D. 22/8/1980 AND 22/10/1992, AND GOVT. CIRCULAR DATED 7.1.94~~

AND WHEREAS, the said person has mentioned in the application that, his scheme of ~~CONSTRUCTION OF TENEMENTS AS PER THE GUIDELINES ISSUED UNDER GOVERNMENT RESOLUTION, HOUSING & SPECIAL ASSISTANCE DEPARTMENT NO. 535-1926/2340/XIII, D.D. 22/8/1980 AND 22/10/1992, AND GOVT. CIRCULAR DATED 7.1.94~~ construction of tenements shall be governed by the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (Act XIV of 1963) or by the Maharashtra State Co-operative Societies Act, 1960 (Act XXIV of 1961);

AND WHEREAS the ~~ASST. COLLECTOR & COMPETENT AUTHORITY~~ is satisfied that having regard to the location of land, the purpose for which land is being used or is proposed to be used and other relevant factors, it is necessary in the public interest so to do;



AND, THEREFORE, in exercise of the powers conferred by sub-section (1) of section 20 of the said Act, after having recorded in writing the reasons for making this order, the

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१२/०७/२०२१  
M. K. S.

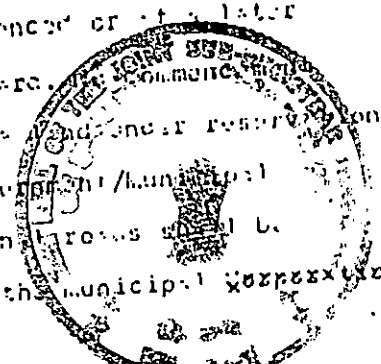
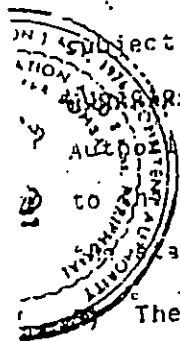
the buildings are incomplete, the land under such incomplete buildings and the land appurtenant thereto shall be deemed to have been withdrawn and the vacant land and the vacant structures and land appurtenant thereto shall be acquired as per Chapter-III of the Urban Land Ceiling & Regulation Act, 1976.

6) The quality of construction shall not be inferior to the specifications laid down in the guidelines of 22nd August, 1986 and these already mentioned in the Appendix 'A'. The actual construction and the quality of construction shall be subject to the building regulations of the local authorities, and subject to such other conditions as may be imposed by the Municipal Corporation/Municipal Authority, Town Planning Authority and other statutory bodies. The layout of the land to be used under this scheme should be in accordance with statutory provisions applicable in this regard.

The land reservation under development plan or the reservation prescribed by the local authority in the layout for various public amenities as well as the internal roads (where ever they are to be transferred as per local authority's rules) shall be transferred by the said persons to Government/the Municipal Authorities without charging any consideration either before the work actually is commenced or at a later date as shall be prescribed in this regard. The said certificates shall be obtained unless the land under reservation etc. is actually handed over to the Government/Municipal Authority if it is so prescribed. Internal roads shall be bought upto the standards laid down by the Municipal Corporation/Council before they are transferred.

OTS

5) The said person shall not only be liable to one family. The definition of family as per the said Act shall be applicable in this regard.



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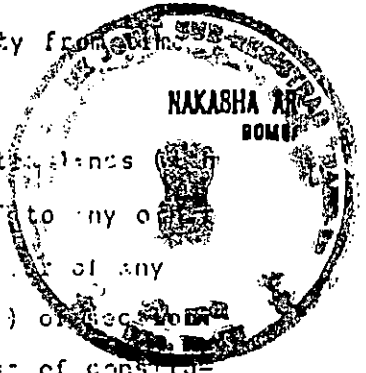
9) The said person shall sell 10% of the permissible floor space index in the form of tenements with plinth area upto 40 sq.mtr. or as prescribed in Schedule to persons nominated by the State Government at 75% of the rate applicable to tenement to be sold in the open market which shall be determined as per the formula prescribed in condition No.12.

10) The dwelling units sold or otherwise transferred which is allotted to the Government nominees shall not be permitted to be resold or transferred otherwise. The dwelling units which the scheme holder can sell in the open market shall not be permitted to be resold or otherwise transferred for a period of two years from the date of possession of dwelling unit.

11) The said person shall not sell or otherwise transfer dwelling unit to any person who himself or any of his members already own a dwelling unit in the same Urban agglomeration and that the said person shall obtain an affidavit from the intending purchaser to this effect.

12) The land holder shall sell the tenements to members of the public at the price based on the formula stated hereinafter i.e. (a) Five times the compensation payable under Urban Land (Ce&F) Act, 1976, (b) Cost of construction, (c) 15% profit on (a) & (b). After determining the final selling price the landholder shall communicate this figure to the Competent Authority from time to time.

13) The said person shall not transfer the exempted lands or without buildings thereon) or any part thereof to any person, except for the purpose of raising finance for the financial institution specified in sub-section (1) of section 19 of the Act, for raising finance for the purpose of construction of any one or all the tenements. This condition shall stand with effect from the date of issue of this order stand with effect.



डनन-१०  
२००७  
४९/६६









SCHEDULE

Details regarding applicant and the vacant land for which the exemption is sought under section 20 of the Urban Land (Ceiling and Regulation) Act, 1976.

- 1) Name & Address of the Persons : SHRI. ANTONY JASIN SOZ.  
holding the land.
  
- 2) Status of the Person : INDIVIDUAL
  
- 3) No. & Date of application : 20/3/1994.
  
- 4) Name of the Urban Agglomeration in which the exemption is sought situated. : Thane Urban Agglomeration & 8 Kms. Peripheral Area of Greater Bombay.
  
- 5) Description of property for which exemption is sought -
  - a) District : THANE
  - b) Taluka : THANE
  - Village : GODDEV AND NAVGHAR
  - S.No. ~~XXXXXXXXXX~~ : Goddev S.No.300/3,401/1,321/13,326/6, 333/1,337/15,377/8,378/5,300/1,303/2A 303/5,390/12,400/15 Navghar S.No.221/
  - b) ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ : 31919.00 sq.mtrs. ~~Order~~ 409/ Bated 15-4-94
  - Total surplus area in sq.mtr.
  - c) Land to be retained as per Circular dt. 11-8-89. : N.A.
  - d) Total area under scheme : 17160.00 sq.mtr.
  - e) Area under reservation if any. : 6283.75 sq.mtr.
  - f) Area of land to be exempted: 10876.25 sq.mtrs.
  - g) Area under compulsory open space and internal road in S.No.300/3 & 401/1 : 407.25 sq.mtrs.
  - h) Net build-ble area under scheme. : 10469.00 sq.mtrs.
  - i) Built-up area to be sold to Government at fixed rate : 1046.90 sq.mtrs.
  - j) Build-ble land to be surrendered to Government free of cost. : Nil



टनन-१०  
 १२५५ २००७  
 १५५॥ २४॥

k) Total No. of Tenements to be constructed. : 263 Nos. upto 40.00 sq.mtrs. Plinth Area.

1) No. of Tenements to be sold to Government at fixed rate. : 30 Nos. upto 40.00 sq.mtrs. Plinth Area.

Subject to approval of building plans.

Mira-Bhavandar Municipal Corporation/Council.



Collector & Competent Authority (Urban Land Ceiling) Thane Urban Agglomeration, x. Office Deputy Secretary to Government in Housing and Special Asstt. Department.

✓ To,

Shri. Antony Jasin Boz,  
C/o. Nakasha Architects,  
A/4 Jalkirti Apts. Jairajnagar,  
Borivali (West) Bombay-400 091.

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BOMBAY

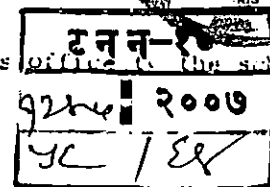
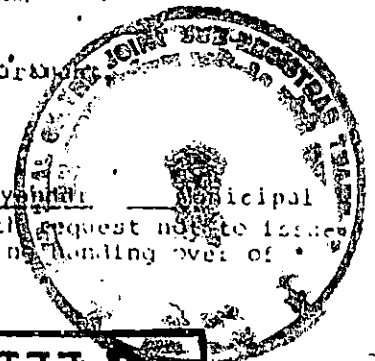
Copy submitted to -

Secretary Housing & Special Assistance Department,  
Mantralaya, Bombay- 400 032.

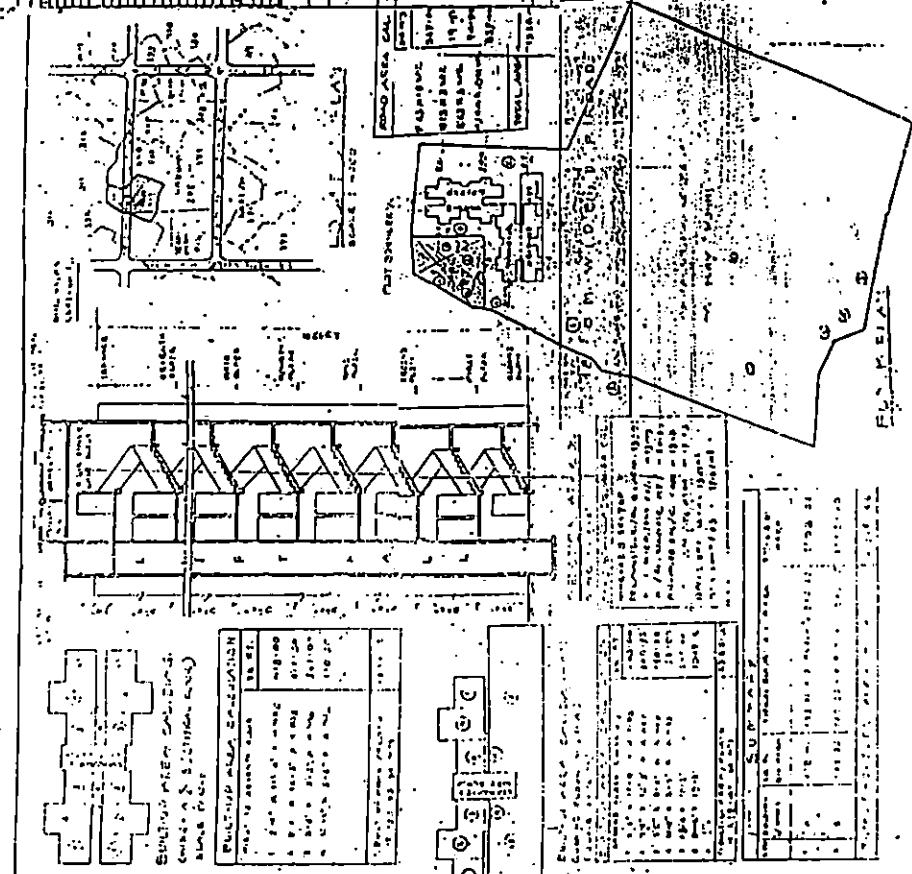
Copy forwarded with compliments to -

- 1) The Chief Officer/~~Chief Engineer~~ Mira-Bhavandar Municipal Corporation/Council, for information and with request not to issue occupation certificate unless N.O.C. regarding handing over of
- 2) The Sub-Registrar, Thane.
- 3) Office copy.

\* 10% tenements to Govt. is issued by this office to the scheme holder.



<p><b>CONTENTS OF SHEET</b></p> <p>PROGRAM &amp; BUILDING</p> <p>STAMP OF APPROVAL OF COLLECTOR</p> <p>STAMP OF APPROVAL OF ARCHITECT</p> <p>DESCRIPTION OF PROPOSAL &amp; PROPERTY</p> <p>DATE OF SUBMISSION</p> <p>DATE OF APPROVAL</p>
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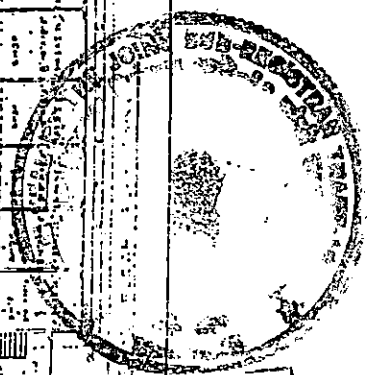


<p><b>GENERAL NOTES</b></p> <p>1. ALL WORK TO BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.</p> <p>2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.</p> <p>3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.</p> <p>4. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.</p>	<p><b>TABLE</b></p> <table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>QUANTITY</th> <th>UNIT PRICE</th> <th>TOTAL</th> </tr> <tr> <td>1</td> <td>Excavation</td> <td>100</td> <td>1000</td> <td>100000</td> </tr> <tr> <td>2</td> <td>Foundation</td> <td>200</td> <td>500</td> <td>100000</td> </tr> <tr> <td>3</td> <td>Structure</td> <td>1000</td> <td>1000</td> <td>1000000</td> </tr> <tr> <td>4</td> <td>Roofing</td> <td>500</td> <td>500</td> <td>250000</td> </tr> <tr> <td>5</td> <td>Interior Finishes</td> <td>1000</td> <td>1000</td> <td>1000000</td> </tr> <tr> <td>6</td> <td>Exterior Finishes</td> <td>500</td> <td>500</td> <td>250000</td> </tr> <tr> <td>7</td> <td>Mechanical</td> <td>100</td> <td>1000</td> <td>100000</td> </tr> <tr> <td>8</td> <td>Electrical</td> <td>100</td> <td>1000</td> <td>100000</td> </tr> <tr> <td>9</td> <td>Sanitary</td> <td>100</td> <td>1000</td> <td>100000</td> </tr> <tr> <td>10</td> <td>Paint</td> <td>1000</td> <td>1000</td> <td>1000000</td> </tr> <tr> <td>11</td> <td>Landscaping</td> <td>100</td> <td>1000</td> <td>100000</td> </tr> <tr> <td>12</td> <td>Other</td> <td>100</td> <td>1000</td> <td>100000</td> </tr> <tr> <td><b>TOTAL</b></td> <td></td> <td></td> <td></td> <td><b>6000000</b></td> </tr> </table>	NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL	1	Excavation	100	1000	100000	2	Foundation	200	500	100000	3	Structure	1000	1000	1000000	4	Roofing	500	500	250000	5	Interior Finishes	1000	1000	1000000	6	Exterior Finishes	500	500	250000	7	Mechanical	100	1000	100000	8	Electrical	100	1000	100000	9	Sanitary	100	1000	100000	10	Paint	1000	1000	1000000	11	Landscaping	100	1000	100000	12	Other	100	1000	100000	<b>TOTAL</b>				<b>6000000</b>
NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL																																																																			
1	Excavation	100	1000	100000																																																																			
2	Foundation	200	500	100000																																																																			
3	Structure	1000	1000	1000000																																																																			
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5	Interior Finishes	1000	1000	1000000																																																																			
6	Exterior Finishes	500	500	250000																																																																			
7	Mechanical	100	1000	100000																																																																			
8	Electrical	100	1000	100000																																																																			
9	Sanitary	100	1000	100000																																																																			
10	Paint	1000	1000	1000000																																																																			
11	Landscaping	100	1000	100000																																																																			
12	Other	100	1000	100000																																																																			
<b>TOTAL</b>				<b>6000000</b>																																																																			

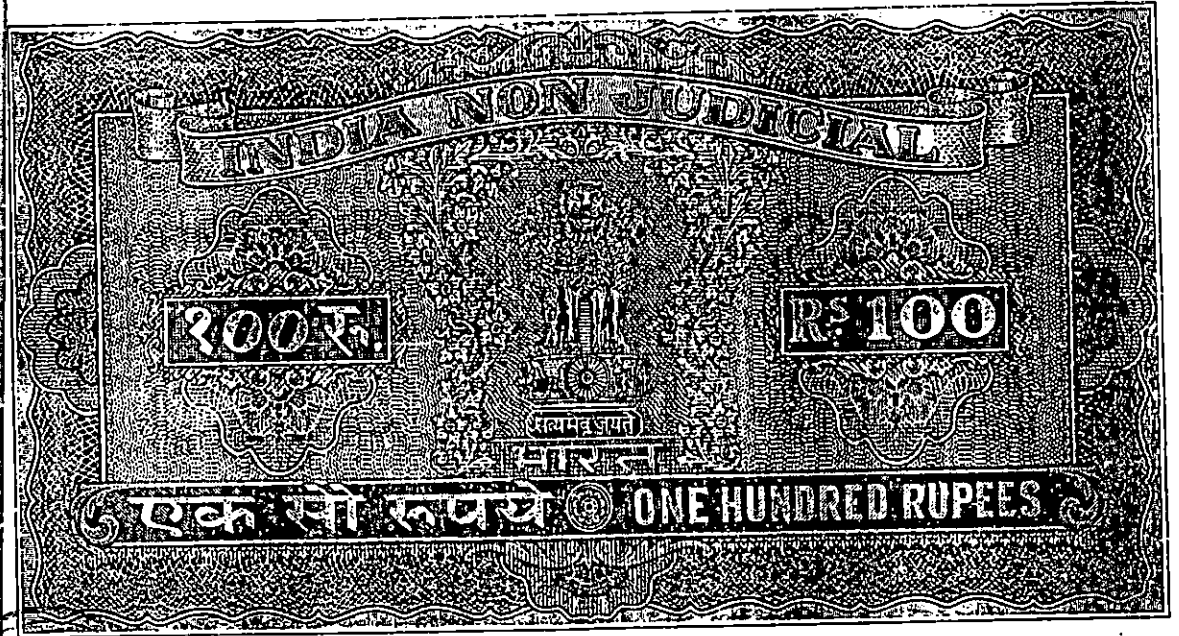
6/18

2000

477-20



100Rs.



*[Signature]*  
मुद्रक प्रमुख लिपिक  
अध्यागार कार्यालय, ठाणे

विधिचे ठिकाण : श्री साईदाबा इरोरेक्स सेंटर  
कॅम्पेटर ऑफीस जवळ, ठाणे. L.No. 4187

अंदाज मूल्य 29,000. किंमत रुपये 1000

नाम : लवलेश कान्होदास मो. लि. भिराड  
हस्त : मो. लि. भिराड

दिनांक : 29/10/2003

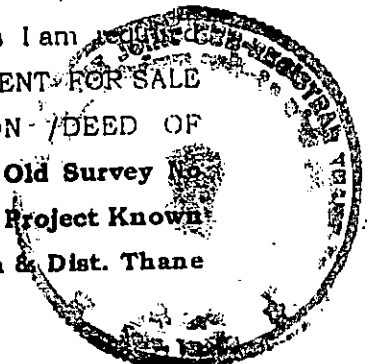
29 OCT 2003

3 NOV 2003

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I **Mr. Vinay Bhasin** adult, Indian Inhabitant of Mumbai, Having Address -2, Lavlesh Enclave, Goddev Bhayander (E) Thane

Whereas As I am a constituted and Director of **M/s Lavlesh Construction Pvt. Ltd.**, and in course of business I am authorized to execute various documents including AGREEMENT FOR SALE OF FLATS /SHOPS DEED OF CONFIRMATION /DEED OF DECLARATION /DEED OF CANCELLATION for Old Survey No. 333 Hissa No -1 New Survey No 42 Hissa No -1, Project Known as Lavlesh Enclave -I at village Goddev, Taluka & Dist. Thane for already executed documents.



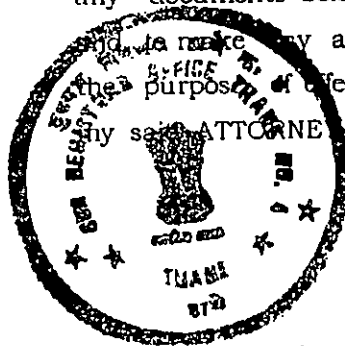
दुज न-१	दुज न-२०
११५	१२४५
२००७	२००७
५५/६८	

*[Handwritten mark]*

AND WHEREAS certain documents are required to be registered at the office of the office of the Sub - Registrar of Assurances . And Whereas I am desirous of appointing to **Mr. Shalendra M. Thakur** adult , Indian inhabitant of Mumbai /thane Adress at 1<sup>st</sup> Floor Diamond Palace ,Hill Road ,Bandra Mumbai as my true and lawful Attorney for the purpose of registration of all such documents.

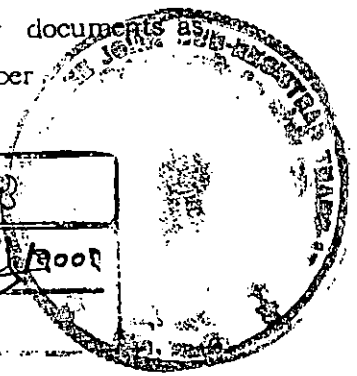
Know Now Ye And These Presents Withness That I, Mr Vinay Bhasin Director Of Levlesh Construction Pvt.Ltd. do hereby appoint , nominate Constitute the to Mr. Shalendra M. Thakur as my true and lawful ATTORNEY to do the following ,Flats acts , deeds and things :

1. To appear before the Sub- Registrar of Assurance concered in respect of any documents herebefore executed by me or be executed by me hereafter as Authorised Signatory and /or Director of **M/s. Lavlesh construction Pvt. Ltd.** and for me and on my behalf to admit execution of such documents by me.
2. For me and on my behalf to present for the Registration any documents here before executed by me or to be executed by me as Authorised Signatory and /or Director **M/s. Lavlesh construction Pvt.Ltd.**
3. To do all acts , deeds and things for me and on my behalf to cause the attendence of any executing parties to any documents before the Sub -Registrar of Assurances to make any applications or submission in writing for the purpose of effectively registering any documents as my sole ATTORNEE may deem fit and proper



VS

21/5



दन न-१०  
१२/११/२००७  
५२/६४

AND I for myself agree and undertake to ratify and confirm all and whatsoever my said attorney shall lawfully do or purport to be done by virtue of these presents.

IN WITNESS WHEREOF I, Mr. Vinay Bhasin have here unto set and subscribed my hands on this <sup>4th</sup> day of NOV, 2003

Signed & Delivered by the

Withinnamed

Mr. Vinay Bhasin

For Lavlesh Construction Pvt. Ltd.

In the presence of

*Shailendra M. Thakur*

Specimen signature of attorney

Shailendra M. Thakur



*Vinay Bhasin*  
Director



**MRS. S.S. DUGADE**

Govt. Authorised Stamp Vendor L. No. 4/1987  
Shop No. 21, Near Collector Office, Thane (W).

361

**RECEIPT**

RECEIVED with thanks a sum of Rs. 100 (Rupees one hundred)  
only from the withinnamed Purchaser Lavlesh Construction Pvt. Ltd.  
through Shailendra M. Thakur towards the amount of Non-Judicial  
Stamp Paper/General Stamp papers vide Serial No. 12900 to



*S.S. Dugade*  
Stamp Vendor  
22/11  
3/11



दरम-१०  
१२००० २०००  
६० १६८



11/2003 दुय्यम निबंधकः  
58:10 pm टाणे 4

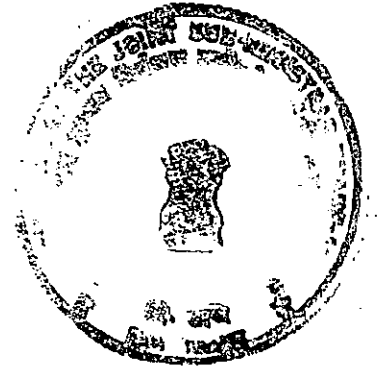
दस्त गोषवारा भाग-1

टनन4  
दस्त क्र 6285/2003  
874

दस्त क्रमांक : 6285/2003

दस्ताचा प्रकार : मुखत्यारनामा

क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	<p>नाम: मे. लवलेश केन्द्रकशन प्रा. लि. तर्फे डायरेक्टर पिनय - मलीन पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: - ईमारातीचे नाव: लवलेश एनक्लेय ईमारात नं: - पेट/वसाहत: - शहर/गाव: घोडदेय , माईदर पु. ता</p>	<p>लिहून देणार वय 34 सही <i>Vinay Bhatnagar</i></p>		
2	<p>नाम: शैलेंद्र एम. ठाकूर पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: हिल रोड ईमारातीचे नाव: डायमंड पॅलेस ईमारात नं: - पेट/वसाहत: - शहर/गाव: वांद्रे , मुं. तालुका: - पिन: -</p>	<p>लिहून घेणार वय 31 सही <i>Shailendra</i></p>		



इ.स.सं-१०  
१२/११/२००७  
६९/१२



दस्त गोषवारा भाग - 2

टनन4

दस्त क्रमांक (6285/2003)

५५

दस्त क्र. [टनन4-6285-2003] चा गोषवारा  
बाजार मुल्य : 1 मोबदला 1 भरलेले मुद्रांक शुल्क : 100

पानती क्र.:6286 दिनांक:04/11/2003  
पावतीचे वर्णन  
नांव: मे.लवलेश कंस्ट्रक्शन प्रा.लि. तर्फे  
डायरेक्टर विनय - मसीन

दस्त हजर केल्याचा दिनांक :04/11/2003 03:52 PM  
निष्पादनाचा दिनांक : 04/11/2003  
दस्त हजर करणा-याची सही :

*V. King Bhasin*

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

200: एकूण

दस्ताचा प्रकार :48) मुखत्यारनामा  
शिकका क्र. 1 ची वेळ : (सादरीकरण) 04/11/2003 03:52 PM  
शिकका क्र. 2 ची वेळ : (फ्री) 04/11/2003 03:56 PM  
शिकका क्र. 3 ची वेळ : (फयुली) 04/11/2003 03:57 PM  
शिकका क्र. 4 ची वेळ : (ओळख) 04/11/2003 03:57 PM

दस्त नोंद केल्याचा दिनांक : 04/11/2003 03:57 PM

दु. निबंधकाची सही, ठाणे 4

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तानाचे निष्पादन करणे व त्याची ओळख पटवितात.

1) रुपा- शाह ,घर/फ्लॅट नं: 201/89

गल्ली/रस्ता: -

ईमारतीचे नाव: शांती नगर

ईमारत नं: -

पेट/वसाहत: सेंक्टर -5

शहर/गाव: मिरा रोड

तालुका: -

पिन: -

2) दिनेश- भट्ट ,घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

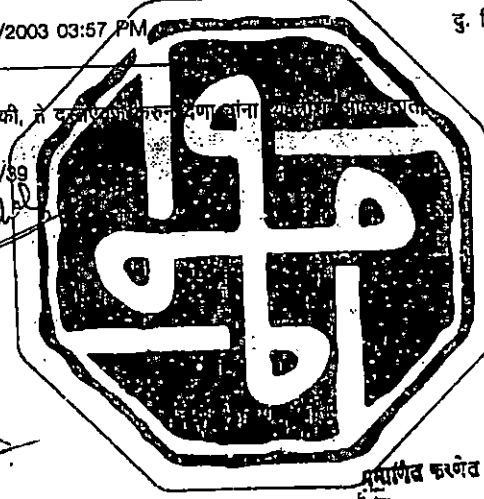
पेट/वसाहत: -

शहर/गाव: बोरिवली

तालुका: -

पिन: -

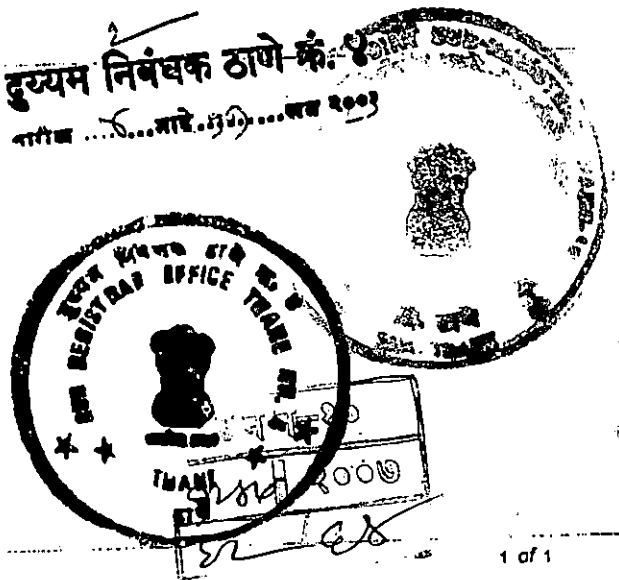
दु. निबंधकाची सही  
ठाणे 4



मुभागेत करणेत येणे की, या दस्तामध्ये एकूण १०० गते भादव  
दुय्यम निबंधक ठाणे ४

दस्त क्रमांक: 6285  
दस्ताकार नोंदणी

दुय्यम निबंधक ठाणे क्रं: ४  
नाम ... माहे ... वर्ष २००३



09/02/2007

दुय्यम निबंधक:

दस्त गोषवारा भाग-1

5:08:42 pm

सह दु.नि.का-ठाणे 10





टनन10

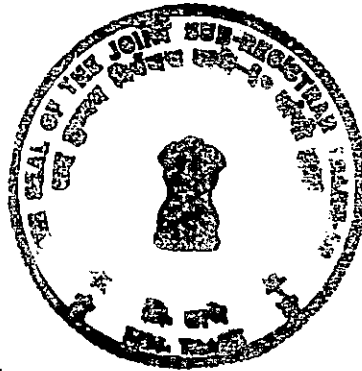
दस्त क्र 1247/2007

E31E8

दस्त क्रमांक : 1247/2007

दस्ताचा प्रकार : करारनामा

नु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	<p>नाव: ललीत के शाह - -  पत्ता: घर/प्लॉट नं: -  गल्ली/रस्ता: -  ईमारतीचे नाव: -  ईमारत नं: -  पेठ/वसाहत: -  शहर/गाव: अंधेरी प मुं  तालुका: -  पिन: -  पॅन नम्बर: AZCPS1362C</p>	<p>लिहून देणार  वय 27  सही</p>		
2	<p>नाव: मे.लवलेश कंस्ट्र,प्रा.लि.चे संचालक श्री विनय  भसीन तर्फे कु.मु.म्हणून शैलेन्द्र ठाकूर - -  पत्ता: घर/प्लॉट नं: -  गल्ली/रस्ता: -  ईमारतीचे नाव: -  ईमारत नं: -  पेठ/वसाहत: -  शहर/गाव: बांद्रा मुं  तालुका: -</p>	<p>लिहून देणार  वय 35  सही</p>		





दस्त गोषवारा भाग - 2

टनन10

दस्त क्रमांक (1247/2007)

६४१६४

दस्त क्र. [टनन10-1247-2007] चा गोषवारा  
बाजार मुल्य :1100142 मोबदला 522500 भरलेले मुद्रांक शुल्क : 37650

पावती क्र.:1247 दिनांक:09/02/2007  
पावतीचे वर्णन  
नांव: ललीत के शाह - -

दस्त हजर केल्याचा दिनांक :09/02/2007 05:03 PM  
निष्पादनाचा दिनांक : 09/02/2007  
दस्त हजर करणा-याची सही :

*Handwritten signature*

11010 :नोंदणी फी  
1280 :नक्कल (अ. 11(1)), पृष्ठांकनाची  
नक्कल (अ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फी

दस्ताचा प्रकार :25) करारनामा  
दस्त अनुच्छेद प्रकार: करारनामा

12290: एकूण

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 09/02/2007 05:03 PM  
शिक्का क्र. 2 ची वेळ : (फ्री) 09/02/2007 05:07 PM  
शिक्का क्र. 3 ची वेळ : (कबुली) 09/02/2007 05:08 PM  
शिक्का क्र. 4 ची वेळ : (ओळख) 09/02/2007 05:08 PM

दु. निबंधकाची सही, सह दु.नि.का-ठाणे 10

दस्त नोंद केल्याचा दिनांक : 09/02/2007 05:08 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,  
व त्यांची ओळख पटवितात.

1) राकेश टी- - घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव: मिरारोड पू

तालुका: -

पिन: -

2) जयेश सावंत- - घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव: मिरारोड पू

तालुका: -

पिन: -

*Handwritten notes and signatures*  
दस्तऐवज करून देते ही  
या दस्तात एकाच... घाने घाईत.  
या दस्तऐवज निबंधक ठाणे १०

दस्त क्रमांक: १२४७  
क्रमांकावर नोंदला  
दु. नि. वी. राजपूत  
सह. वृत्तपत्र निबंधक ठाणे क्रं. १०  
सह. नि. वी. राजपूत सन-२००७

दु. निबंधकाची सही  
सह दु.नि.का-ठाणे 10



DATED

7<sup>th</sup>

DAY OF FEBRUARY - 2007

BETWEEN

BUILDER PROMOTER

**LAVESH CONSTRUCTIONS PVT. LTD.**

1st Floor, Diamond Palace, Hill Road,  
Bandra (West), Mumbai - 400 050.

AND

SHRI / SMT. / KUM. / MS. LALIT K. SHAH

ADDRESS

DA. NO 300, VEERA DESAI  
MUMBAI - 400 033

**A G R E E M E N T**

IN RESPECT OF FLAT / BUNGLOW / SHOP / PARKING  
NO. \_\_\_\_\_ / ON 5<sup>th</sup> FLOOR  
IN THE BUILDING KNOWN AS A/B

AT

S. NO. 42, Hissa No. 1,  
Situate at Village Goddev Dist. Thane.

**ADVOCATE**

**ASHWIN ANKHAD**  
(Advocate & Notary)

CURRIMJEE BLDG., 3RD FLOOR,  
111, M.G. ROAD, MUMBAI - 400 023.