

Thursday, April 26, 2007
4:23:08 PM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 2705

दिनांक 26/04/2007

गावाचे नाव कोपरखैरणे
दस्ताऐवजाचा अनुक्रमांक
दस्ता ऐवजाचा प्रकार

टनन6 - 02656 - 2007

करारनामा

सादर करणाराचे नाव:- - निलेश जसवंतलाल शाह

नोंदणी फी

:-

9790.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (22)

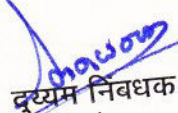
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आपणास हा दस्त अंदाजे 4:37PM ह्या वेळेस मिळेल


दुय्यम निवधक
ठाणे 6

बाजार मुल्य: 979000 रु. मोबदला: 941000रु.
भरलेले मुद्रांक शुल्क: 49000 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;
बँकेचे नाव व पत्ता: दि कांसमॉस बँक ;
डीडी/धनाकर्ष क्रमांक: 258218; रक्कम: 9800 रु.; दिनांक: 26/04/2007





ट न न - ६
₹ १,८००/-
११२२

PAY ORDER 258218 DATE 26-04-2007

PAY JOINT SUB-REGISTRAR THANE

को या उनके आदेश पर ON ORDER

₹ 1,800.00

रुपये RUPEES Nine Thousand Eight Hundred only

ON ACCOUNT OF 3360010231 JAINAM AGENCIES
₹ 1,800.00 *****
***** NOT OVER INR. *****
के कारण अदा करे

For The Cosmos Co-operative Bank Ltd.



दि कॉसमॉस को-ऑपरेटिव्ह बँक लि., पुणे (महाराष्ट्र राज्य बँक)
THE COSMOS CO-OPERATIVE BANK LTD., PUNE (Maharashtra Scheduled Bank)
कान्दिवली (पुणे), पुणे - 400 067.
KANDIWALI (PUNE), PUNE - 400 067.
K.L.W.

Sh. Ind. K...
AUTHORIZED OFFICIALS

258218 4001840067

FRANKING DEPOSIT SLIP



ICICI Bank

Customer Copy

Deposit Br. _____

Date: 25/4/07

Pay to : ICICI Bank Ltd. A/C Stamp Duty

Franking Value	Rs.	<u>49,000/-</u>
Service Charges	Rs.	<u>10/-</u>
Total	Rs.	<u>49,010/-</u>

Name of Stamp duty paying party:
Mr. Nilesh Jaswantlal Shah.

DD / Cheque No. _____

Drawn on Bank _____

Forwards
Amount of Stamp Duty

Thank's
Yours faithfully,
[Signature]

(For Bank's Use only)

88257



AGREEMENT FOR SALE

This Agreement made and entered into Vashi, on this 26th day of the month of April, 2007 in the christen year Two Thousand Seven, BETWEEN M/S. **NISHANT REAL ESTATE PVT.LTD** (PAN.AAACN6953A) through its director **MR. RAJESH KUMAR SURANA** having its office at D – 28, A. P. M. C. Market, Phase II, Vashi, Navi Mumbai, hereinafter called and referred to as the BUILDERS (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the present and future Partners of the said firm and their respective heirs, executors, administrators and assignees) of the ONE PART . **MR.NILESH JASWANTLAL SHAH** (having PAN No. APJPS8539L) Age – 44 Years, Adult Indian Inhabitants, having address at 301, Vardhaman Park, Sector-17, Vashi, Navi Mumbai 400 705 & **MRS.BINA SUNIL SHAH** (having PAN No. AAEPS5977Q) Age – 44 Years, Adult, Indian Inhabitants, having address at 201/ , Rehan Co-op.Hsg.Soc., 2nd Floor,

For Nishant Real Estate Pvt. Ltd.

[Signature]

[Signature]
[Signature]

ICICI Bank Ltd. Vyapar Bhavan,
 APMC Gram Market, Phase - II,
 Vashi-400703.

88257
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 Special
 Adhesive
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Ashok Nagar, Kandivili (E) hereinafter called the PURCHASER/S (which expression shall, unless it be repugnant to be context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and assigns) of the OTHER PART.

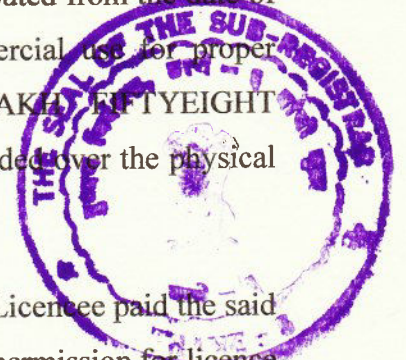
WHEREAS the CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD., is a Government Company within the meaning of the Companies Act, 1956, (hereinafter referred to as "The Corporation") having its registered office at The Nirmal, 2nd floor, Nariman Point, Mumbai -400 021. The Corporation has been already declared as a New Town Development Authority, under the provisions of subsection (3-a) of Section 113 of Maharashtra Regional & Town Planning Act, 1966 (Maharashtra Act No.XXXVIII of 1996) here in after referred to as the said Act.

AND WHEREAS the State Government in pursuant to Section 113 91) of the said Act, acquired the land described therein and vesting such lands in the said Corporation for development and of such piece of land so acquired by the State Government, and subsequently vested by the State Government in the Corporation for being leased to its intending Lessees.

AND WHEREAS the Corporation has leased a plot of land bearing Plot No.86 containing about 776.26 Sq.mtrs. situated at. Sector 17, Koperkhairne, Navi Mumbai-400 709, Tal. & Dist. Thane (herein after referred to as THE SAID PLOT) to M/S.NISHANT REAL ESTATE PVT.LTD (therein referred to as THE LESSEE) vide Agreement to lease dated 20.12.2002 for a period of 60 years computed from the date of Agreement to Lease, for the purpose of residential -cum-commercial use for proper premium of Rs.72,58,807/- (RUPEES SEVENTY TWO LAKH FIFTYEIGHT THOUSAND EIGHT HUNDRED & SEVEN ONLY) and has handed over the physical possession of the said plot to the Lessee.

AND WHEREAS M/S.NISHANT REAL ESTATE PVT.LTD, the Licentee paid the said premium in full to the corporation and the corporation has granted permission for licence to the Lessee to enter upon the said land for the purpose of erecting residential-cum-commercial buildings

WHERE AS THE BUILDERS are the lawful owners of leasehold rights of the said Plot No.86, at Sector-17, Koperkhairne, Navi Mumbai, Tal. & Dist. Thane, (more particularly Described in SCHEDULE)



Assured
28/12/02

RLS



Where as NAVI MUMBAI MUNICIPAL CORPORATION has granted permission by its letter No.NMMC/TPD/BP/D.P.No.624/2003/3972/03 dated 03.09.2003 to THE BUILDERS to commence the construction work of the Residential-Cum-Commercial building on the said plot No.86, Sector-17, in Koperkhairne, Navi Mumbai, Tal. & Dist.Thane.

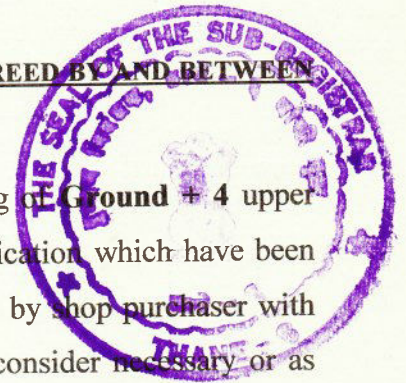
AND WHEREAS the PURCHASER has/have demanded from the BUILDERS and the BUILDERS have given inspection to the PURCHASER of all the documents of title relating to the said lands, and the plans, designs and specifications prepared by the "ARCHITECTS" and such of other documents as are specified under the Maharashtra Ownership Flats Act 1963 (hereinafter referred to as "THE SAID ACT") and the rules made thereunder.

The Building to be constructed on the Said Plot No.86 shall be always known as 'NISHANT ARCADE'.

AND WHEREAS the PURCHASERS have agreed to purchase the said **SHOP No.3**, on **Ground Floor**, admeasuring about **234 Sq.ft. Carpet Area**, in the building standing on Plot No.86, Sector-17, in Koperkhairane, Navi Mumbai, Tal. & Dist. Thane (hereinafter above referred to as the 'said Shop') for a total consideration of **Rs. 9,41,000/- (RUPEES NINE LAKH FORTY ONE THOUSAND ONLY)** on the terms and conditions hereinafter appearing.

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

1. The BUILDERS shall construct the said building consisting of **Ground + 4** upper floors, on plot in accordance with the plans, designs, specification which have been approved by the concerned authority and seen and approved by shop purchaser with such variations and modifications as the BUILDERS may consider necessary or as may required by the concerned local authority/the Government to be made them or any of them.
2. That the Purchasers have prior to the execution of this Agreement satisfied himself about the title of BUILDERS to the said plot of land and no requisition or objection shall be raised upon THE BUILDERS in any matter relating thereto.



Attest



3. The Purchaser hereby agree to purchase the said **Shop bearing No.3** on the **Ground floor** admeasuring about **234 Sq. ft. Carpet Area**, for the Lump sum price of **Rs. 9,41,000/- (RUPEES NINE LAKH FORTY ONE THOUSAND ONLY)** and subject to the terms and conditions hereinafter contained.

4. AND WHEREAS the PURCHASER have agreed to pay price/consideration being **Rs. 9,41,000/- (RUPEES NINE LAKH FORTY ONE THOUSAND ONLY)** in respect of the said shop as follows :-

- 1) On Booking Rs.1,91,000/-
- 2) On or before 30.04.2007 Rs.7,50,000/-

5. The purchase price mentioned above is exclusive of the following charges i.e.

- 1) Stamp Duty, Registration, legal charges and other charges payable to the concerned authorities for registration of this agreement.

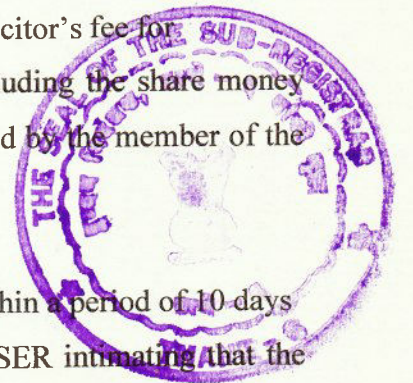
And the PURCHASER has to pay the same as and when required / demanded by the BUILDERS.

6. THE BUILDERS shall endeavor to hand over possession of the shop to the PURCHASER on full and final payment of the shop.

7. All costs, charges and expenses including Advocate's and Solicitor's fee for formation of registration of the said association/ society including the share money and application fee, as the case may be shall be borne and paid by the member of the association /society as the case may be.

8. The PURCHASERS shall take possession of the said shop within a period of 10 days from the BUILDERS giving written notice to the PURCHASER intimating that the said shop is ready for use and occupation. He/she/they shall use the parking space if any allowed to him/her only for the purpose of parking their own vehicle.

9. All notice to be served on the shop PURCHASER as contemplated by this agreement shall be deemed to have been duly served if sent to the shop PURCHASER by registered post or under certificate of posting at his address specified below:-



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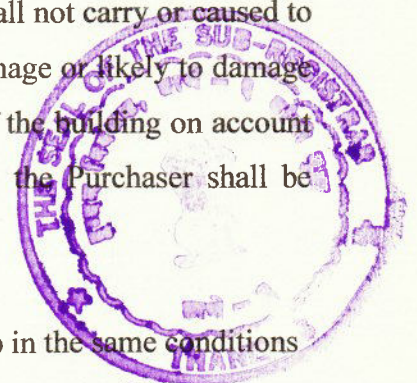


10. The Purchaser doth hereby covenant with the BUILDERS as follows:-

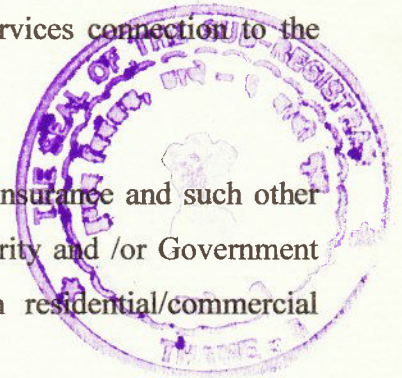
MR.NILESH JASWANTLAL SHAH
301, VARDHAMAN PARK, SECTOR-17,
VASHI, NAVI MUMBAI- 400705
& MRS.BINA SUNIL SHAH

Ref.
Assoc.
201/ , REHAN CO-OP.HSG.SOC., 2ND FLOOR,
ASHOK NAGAR, KANDIVILI – (E)

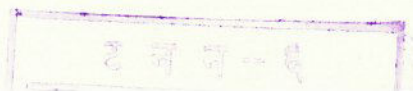
- a) To maintain the said shop at the Purchaser's own cost in good condition from the sate of possession of the said shop is taken and shall not do or suffer to be done anything in or to the building in which the shop is situated, staircase or any passages which may be against the rules, regulations or bye-laws of the Concerned Authority or any other Authority or change /alter or make addition in or to the building in which the shop is situated and the shop itself or any part thereof.
- b) Not to store in the shop any goods which are hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the shop etc., is situated or storing of which goods is objected by the Concerned Authority or other authority and shall not carry or caused to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other authority and shall not carry or caused to be carried heavy packages to upper floors which may damage or likely to damage the staircase , common passages or any other structure of the building on account of negligence or default of the Purchaser in his behalf, the Purchaser shall be liable for the consequences of the breach of this clause.
- c) To carry at his own cost all internal repairs to he said shop in the same conditions State and order in which it was delivered by the BUILDERS to the Purchaser and shall not do or suffer to be done anything in or to the building in which the shop is situated or the shop which may be given and to observe the Rules and Regulations and bye-laws of Concerned authority or Co-operative society or any other Authority . And in the contravention to the above provision, the Purchaser shall be responsible and liable for consequences thereof to Co-operative Society to Concerned Authority and any other Public Authority.



- d) Not to demolish or cause to be demolished the shop or any part thereof, at any time or make or cause to be made any addition or alteration of whatever nature in or to the shop or any part thereof, or any alteration in the elevation and outside colour scheme of the building in which the shop is situated and shall keep the portion, sewers, drains, pipes in the shop and appurtenances thereof in good, tenantable repair and conditions, and in particular so as to support shelter and protect the other part of the building in which the shop is situated and shall not chisel or in any other damage to columns, beams, walls, slabs or R.C.C. pards or other structural members in the shop without the prior written permission of the BUILDERS and/or the SOCIETY or Limited Company.
- e) Not to do or permit to be done any Act or things which may render void or voidable any insurance of the said land and the building in which the shop is situated or any part thereof or where by any increase premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said shop in the compound or any portion of the said land & building in which the shop is situated.
- g) Pay to BUILDERS within 7 days of demand by the BUILDERS, his share of Security Deposit demand by Concerned Authority or Government or any other Authority for giving water, electricity, or any other services connection to the building in which the shop is situated.
- h) To bear and pay increase n local taxes, water charges, insurance and such other levies, if any, which are imposed by Concerned authority and /or Government and /or other Public Viz. User for the purpose other than residential/commercial purpose.
- i) The Purchaser shall observe and perform all the rules and regulations which the Society, apartment Owners Association or the Limited Company may adopt at its inception and the additions alteration /documents thereof that may be made from time to time for protections and maintenance of the said building and the shop



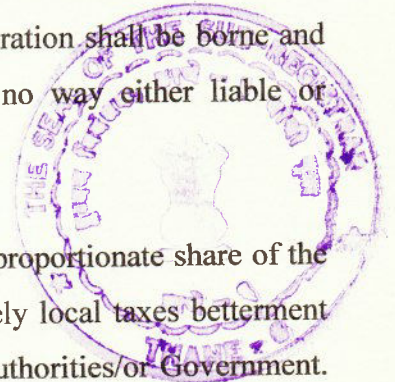
Assent



therein and the observance and performance of the building rules, regulations and bye-laws for the time being of Concerned Authority and of Government and other bodies. The Purchaser shall observe and perform all the stipulations and conditions laid down by the society / Apartment Owners Association / Limited Co. regarding the occupation and use of the shop 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.

- j) The Purchaser shall not let, transfer, assign or part with the Purchaser's interest or benefit of this agreement or part with the possession of the shop until all the dues payable by the Purchaser to the BUILDERS under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of non-observance of any of the terms and conditions of this agreement and until the Purchaser has obtained the permission in writing of the BUILDERS for such transfer.
- k) Till a conveyance of building in which shop is situated is executed, the Purchaser shall permit the BUILDERS and their Surveyors and Agents with or without
11. THE PURCHASER along with the other PURCHASER of shop in the building Shall join in forming and registering a Society or Apartment Owner's Association and also from time to time to sign and execute the application for registration and / or membership and other papers and documents necessary for the formation of the Society or Apartment Owner's Association and for becoming a member including the bye-laws of the proposed society and duly fill in, sign, so as to enable the BUILDERS to register the Organization of the purchasers under Section-10 of the Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Residential Flat Rules, 1964. No objection shall be taken by the PURCHASER if any changes or modifications are made in the draft / bye-laws or the memorandum and /or articles of Association as may be required by the Registrar of Co-operative Societies or the Registrar of Companies as the case may be or by any other Competent Authority.

12. In the event of Co-operative Society being formed and registered before the sale or disposal by the BUILDERS of all flats/shops/terraces/car parking spaces in the said building, the power and authorities of the Co-operative Society so formed or so registered shall be subject to over all control of the BUILDERS in respect of any of the matters concerning the said unsold shop and all amenities pertaining to the same and in particular the BUILDERS shall have absolute authority and control as regards the disposal of the unsold flats /shops/terraces/car parking spaces at any stage and to receive and appropriate the sale prices in respect thereof and all the Purchaser of such unsold flats /shops/terraces/car parking spaces shall be admitted as members of the Co-operative society with the same rights and same benefits and subject to and without any reservation and conditions whatsoever and the Purchaser shall consent to admit such Purchaser of unsold shop as member of such Co-operative Society as aforesaid without raising any objections whatsoever and without charging any transfer fee and/or maintenance charges from such Purchaser of unsold shop. However the BUILDERS shall pay the Property Tax of the unsold shop which shall be under the control and management of the BUILDERS alone.
13. All costs, charges including the stamp duty and registration charges payable in respect of this agreement shall be borne and paid by the purchaser and also the proportionate share of stamp duty and registration of lease deed in favor of co-operative Housing Society, to be executed by the Corporation shall be borne and paid by the Purchaser and the BUILDERS shall in no way either liable or responsible for the same.
14. THE PURCHASER shall be liable to bear and pay the proportionate share of the outgoing in respect of the said shop and building namely local taxes betterment charges or such other levies by the Concerned Local Authorities/or Government. Water charges, Insurance Premium, expenses for common lights, repairs and salaries of clerks, Bill Collectors, Chowkidars (Watchman), Sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building, Until the society/Apartment Owner's Association is formed and the land and building transferred to it, the PURCHASER shall pay the



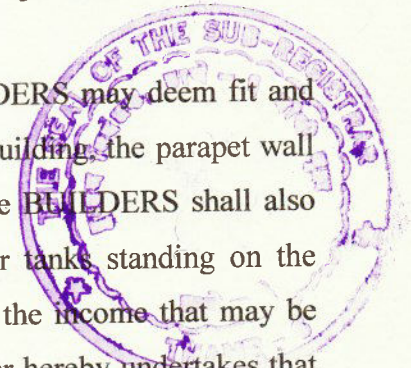
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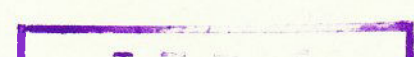


same to the BUILDER at such rate as may be determined. THE PURCHASER further agree that till the PURCHASER share is so determined, THE PURCHASER shall pay to the BUILDERS until an assignment of lease is executed in fervor of the Society/Apartment Owner's Association as aforesaid. On such assignment of lease being executed, the aforesaid deposit shall be accounted for and the balance be paid over by the BUILDERS to the society.

15. The PURCHASER undertakes to pay such provisional monthly contribution and such proportionate share of outgoing regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.
16. THE PURCHASER shall at no time demand partition of their interest in the said building. It is being hereby agreed and declared by the parties that the interest in the said building is importable and it is agreed by the Purchaser that the BUILDERS shall not be liable to execute any document for that purpose in respect of the said shop in favor of the Purchaser.
17. It is hereby agreed that the terrace and stilts on the said building shall always belong to the BUILDERS and they shall be entitled to deal with and dispose off the same in the manner they deem fit. In the event of the BUILDERS obtaining permission from CIDCO and /or concerned authority for constructing any premises on the terrace and stilts, then the BUILDERS shall be entitled to dispose off such premises constructed
18. by them on the terrace or stilts on such terms as the BUILDERS may deem fit and purchaser shall not object for the same. The terrace of the building, the parapet wall shall always remain the property of the BUILDERS and the BUILDERS shall also entitled to display advertisement on the walls or the water tanks standing on the terrace and the BUILDERS shall exclusively be entitled to the income that may be derived by display of the said advertisements. The purchaser hereby undertakes that the purchaser shall not raise any objection for the same.
19. THE Agreement shall always be subject to the terms and conditions of the said Agreement to lease executed in fervor of the BUILDERS , as mentioned above and the rules & regulations, if any, made by THE CORPORATION and/ or the



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Government of Maharashtra, NMMC and /or other Authority governing the said transaction.

20. AND this Agreement shall be subject to the provisions contained in the Maharashtra Ownership flat (regulation of the promotion of construction sale management and transfer) Act 1963 and the Maharashtra Ownership Flats (regulation of the promotion of construction sale management and transfer) Rules 1964 or any amendment for the time being in force.

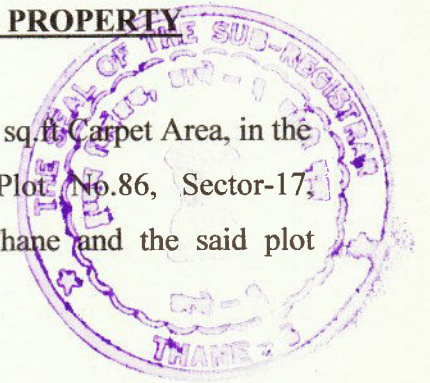
21. THE BUILDERS shall at all the time herein after at the request and cost of the purchaser execute any document or documents as the PURCHASERS may require for perfectly securing unto upon the said shop.

22. If any additional floor space index for construction by way of extra FSI, global FSI, is hereafter or after completion of the said building is made available by the said corporation, the BUILDERS alone shall be entitled to the same and neither the purchaser nor the Co-operative Society shall be entitled to the same and the BUILDERS shall be at liberty to utilize the same in such manner as the BUILDERS in their absolute discretion may deem fit and proper.

SCHEDULE OF THE ABOVE REFERRED PROPERTY

SHOP No.3 on the Ground Floor, admeasuring about 234 sq.ft Carpet Area, in the building (Ground + 4 upper floors) standing on Plot No.86, Sector-17, Koperkhairne, Navi Mumbai-400 709, Tal. & Dist. Thane and the said plot bounded as follows:-

On the North by	:	Plot No.87
On the South by	:	Plot No.84
On the East by	:	Plot No.81, 82 & 83
On the West by	:	15 Mtr. Wide Road



Assured



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

SIGNED SEALED AND DELIVERED }
BY THE WITHINNAMED BUILDER }
M/S. NISHANT REAL ESTATE PVT.LTD }
through its Director }
MR. RAJESH KUMAR SURANA }
In the presence of... }

For Nishant Real Estate Pvt. Ltd.
Rajesh Surana
Director

1. _____ }
2. _____ }

SIGNED SEALED AND DELIVERED }
BY THE WITHINNAMED PURCHASER/S }

MR.NILESH JASWANTLAL SHAH &)

Attest

MRS.BINA SUNIL SHAH)

Bina

In the presence of ... }

1. _____ }
2. _____ }



RECEIPT

RECEIVED a sum of **Rs.1,91,000/-** (Rupees One Lakh & Ninety One Thousand Only) from **MR.NILESH JASWANTLAL SHAH & MRS.BINA SUNIL SHAH** through Cheque No.109238 dt. *26/4/07*. drawn on Cosmos Co-Op. Bank, *Kandivli* (Branch) being the part payment in respect of Shop No.3, Plot No.86, Sector-17, in Koperkhairme, Navi Mumbai- 400 709, Tal. & Dist. Thane, as agreed under these presents.

WITNESSED
For Nishant Real Estate Pvt. Ltd.

Rajesh Surana
Director

M/S. NISHANT REAL ESTATE PVT.LTD

Through its Director MR.RAJESH KUMAR SURANA

WITNESSES:



**MUMBAI MUNICIPAL CORPORATION
COMMENCEMENT CERTIFICATE**

No: NMMC/TPD/BP/D.P.No.624/2003 /3972/03

DATE: 319/2003

Permission is hereby granted under Section 45(1) (iii) of the Maharashtra Regional & Town Planning Act, 1966 and Section 253 & 254 of the Bombay Provincial Municipal Corporation Act, 1949 M/s. Nishant Real Estate Pvt.Ltd., Plot No.86, Sector 17, Koperkhairane, Navj Mumbai. As per the approved plans and subject to the following conditions for the development work of the proposed Building.
Total Build Area R = 577.930m² + C = 198.303m² = 776.233m² F.S.I.=1.00 (Residential + Commercial)

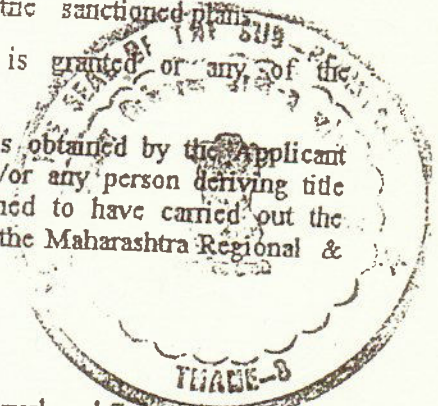
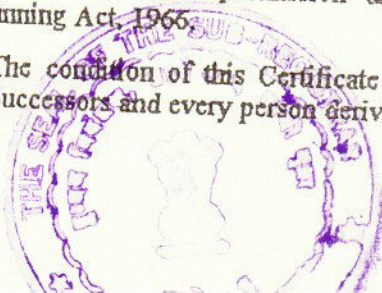
- 1) The Certificate is liable to be revoked by the Corporation if:
 - a) The development work in respect of which permission is granted under this Certificate is Not carried out or the use there of is not in accordance with the sanctioned plans.
 - b) Any of the conditions subject to which the same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

2) **THE APPLICANT SHALL:**

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

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

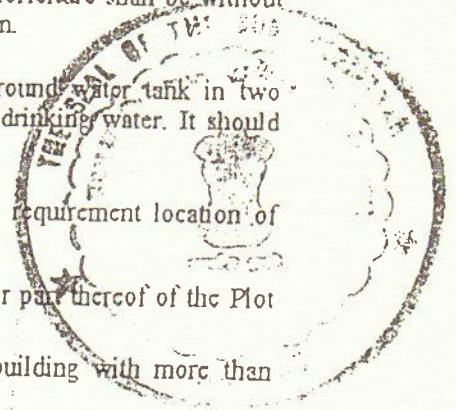
- 4) The Certificate shall remain valid for a period of one year from the date of issue and can be further revalidated as required under provision of Section M.R.& T.P.Act, 1966. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not be any subsequent applicant for fresh permission under Section 44 of the Maharashtra Regional & Town Planning Act, 1966.
- 5) The condition of this Certificate shall be binding not only on the Applicant but also its Successors and every person deriving title through or under them.



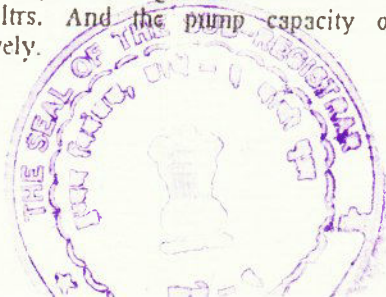
No: NDMC/TPD/BP/D.P.No.624/2003 | 30172/03
11211

DATE: 3 / 9 / 2003

- 6) A certified copy of the approved plans shall be exhibited on site and the Name Board Showing name of Owner, Architect, Builder & Structural Engineer, Ward No., Sector No., Plot No. Survey No., Area of Plot, No. Of flats, Built-up Area, Commencement Certificate No. & Date shall be installed on site.
- 7) The plot boundaries shall be physically demarcated immediately and the intimation is Given to this section before completion of plinth work.
- 8) The amount of S.D.Rs. 12,500/-, S.D.Rs. 15,525.50/- for Mosquito Prevention, S.D.Rs. 15,525.50/- For debris & S.D. Rs.4000/- for Tree Plantation deposited with NMMC as Security Deposit shall be forfeited either in whole or in part at the absolute discretion of the corporation For breach of any other Building Control Regulation and condition attached to the Permission covered by the Commencement Certificate. Such forfeiture shall be without prejudice to any other remedy or right of the Municipal Corporation.
- 9) You shall provide overhead water tank on building & underground water tank in two Compartments, one for drinking water & another for other than drinking water. It should conform to the standards applicable in this behalf.
- 10) You should to the Executive Engineer, M.S.E.B. for the power requirement location of Transformer if any, etc.
- 11) Every plot of land shall have at least 1 tree for every 100 Sq.M. or part thereof of the Plot Area.
- 12) For all building of non-residential occupancies and residential building with more than 16M.height. Following additional conditions shall apply
 - a) The staircase shall be separated by fire resistance walls and doors from rest of the buildings.
 - b) Exit from lift lobby shall be through a self-closing smoke stop door.
 - c) There shall be no other machinery in the lift machinery room.
 - d) For centrally air conditioned building area of external open able windows on a floor shall be minimum 2.5% of floor area.
 - e) One of the lift (Fire lift) shall have a minimum loading capacity of 6 persons. It shall have solid doors; Lights shall not be designed in the staircase wall.
 - f) Electrical cables etc. shall in separate ducts.
 - g) Alternate sources of electric supply or adieselgenerator set shall be arranged.
 - h) Hazardous material shall not be stored
 - i) Refuse stamps or storage places shall not be permitted in the staircase wall.
 - j) Fire fighting application shall be distributed over the building.
 - k) For building up to 24 M. Height capacity of underground storage tank and overhead storage shall be 50,000 ltrs. And 10,000 ltrs respectively. Wet rises shall be provided. Pump capacity 1000 ltrs. /min and 250 ltrs/min. respectively. For building with height above 24 intrs. The figures shall be 75000 ltrs. And 20,000 ltrs. And the pump capacity of 1350 ltrs/min and 450 ltrs/min respectively.



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No: NMMC/TPD/BP/D.P.No.624/2003 13972103

DATE: 13/11/2003

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- 14) No work should be started unless the existing structures are to be demolished.
- 15) Applicant/Architect should strictly follow all the conditions of lease agreement. Owner & Architect will be held responsible for breach of any condition of lease Agreement.
- 16) The Owner & the Architect and Structural Engineer concerned are fully responsible for the Construction quality of the building as per approved building plan. Structural design, Stability building construction quality, which should confirm to withstand an earthquake of highest intensity in seismic zone IV.
- 17) The Occupancy Certificate for the proposed building will not be granted unless the house Drainage lines are connected to the Municipal Main Sewer lines to the satisfaction of Municipal Authority as well as proper demarcation of parking spaces with oil paints, Plantation of trees and provision of garbage bin on the site.
- 18) Application for completion/occupation Certificate shall be accompanied with the plan as per Construction done on the site.
- 19) The building material or earth removed from the trenches should be dumped or stored on Municipal road. If found so you are liable to fine as well as cost of lifting & transportation to dumping ground.
- 20) The building constructed should not be occupied without obtaining the Occupation Certificate. Otherwise you will be fined.
- 21) This Commencement Certificate is valid up to plinth level only. The further order will be given after the plinth is inspected.
- 22) The applicants should fulfill all the health related provisions mentioned in the "Implementation of Ant Larval & Mosquito Prevention Activities during and after Construction and Tree Authority Bye-Laws 1966". The special mention is for mosquito Prevention activities, construction of over-head tanks, debris removal and the sanitary Conditions of drainage etc.
- 23) The construction work shall be completed before 19/12/2006 as per conditions mentioned in agreement dt. 20/12/2002 & must be applied for O.C. with all concerned NOC.
- 24) Window sill level must be at 0.90 M. height. The difference between chajja level & slab Level must be 0.50M. Minimum.

(N.S.Patil)

Assistant Director of Town Planning
Navi Mumbai Municipal Corporation
Navi Mumbai





नवी मुंबई
महानगरपालिका

Navi Mumbai
Municipal Corporation

पहिला माळा, बेलपूर भवन, सी.बी.डी.,
नवी मुंबई - ४०० ६१४.
दूरध्वनी क्र. : २७५७ ७० ७०
२७५७ ५७ ००
फॅक्स : २७५७ ३७ ८५

1ST. FLOOR, BELAPUR BHAVAN, C.B.D.,
NAVI MUMBAI - 400 614.
TEL. No. : 2757 70 70
2757 57 00
FAX : 2757 37 85

जा.क्र./ नरवि./भो.प्र./बी -२४८९/ ९३८६/०५
दिनांक :- २६/०८/२००५

प्रति,

सेसर्स निशांत रियल इस्टेट प्रा. लि.

भूखंड क्र. ८६, सेक्टर १७, कोपरखैरणे,
नवी मुंबई.

द्वारा - पी. एस. गोविंदराजन, वास्तुविशारद
६०५, जे. के. चेंबर्स, से. १७, वाशी

नस्ती क्र.-नमुंमपा/वि.प्र.क्र.- ६२४/२००३

प्रकरण क्रमांक :- बी - २४८९

विषय:- भूखंड क्र. ८६, सेक्टर १७, कोपरखैरणे, नवी मुंबई बाबत
भोगवटा प्रमाणपत्र मिळणेबाबत.

संदर्भ:- आपले वास्तुविशारद यांचा दि.- ११/०३/२००५ रोजीचा अर्ज.

महोदय,

संदर्भाधीन अर्जाच्या अनुषंगाने भूखंड क्र. ८६, सेक्टर १७, कोपरखैरणे, नवी मुंबई येथील निवासी
व वाणिज्य वापरासाठी भोगवटा प्रमाणपत्र (ऑक्युपन्सी सर्टीफिकेट) या पत्रासोबत जोडले आहे.

सदर बांधकाम प्रारंभ प्रमाणपत्रातील अटीनुसार जोता प्रमाणपत्र न घेता जोत्यावरील बांधकाम पूर्ण
केलेले असल्याने तसेच विनापरवानगी मंजूर नकाशात फेरबदल केलेले असल्यामुळे चलन क्र. ६६०३ दि.
२१/०४/२००३ रोजी भरणा केलेली सुरक्षा अनामत रक्कम रु. १२५००/- जप्त करण्यात आलेली आहे.
याची कृपया नोंद घ्यावी.

आपला

नगररचनाकार

नवी मुंबई महानगरपालिका

प्रत माहीतीसाठी:-

- १) उप-आयुक्त-उपकर, नमुंमपा, कोपरखैरणे
- २) उपकर निर्धारक व संकलक, नमुंमपा, सी.बी.डी.
- ३) उप आयुक्त (अतिक्रमण), नमुंमपा
- ४) विभाग अधिकारी नमुंमपा



“जन्म असो वा मरण आवश्यक नोंदणीकरण”



नवी मुंबई महानगरपालिका

Navi Mumbai Municipal Corporation

पहिला माळा, बेलापूर भवन, सी.बी.डी.,
नवी मुंबई - ४०० ६१४.
दूरध्वनी क्र. : २७५७ ७० ७०
२७५७ ५७ ००
फॅक्स : २७५७ ३७ ८५

1ST. FLOOR, BELAPUR BHAVAN, C.B.D.,
NAVI MUMBAI - 400 614.
TEL. No. : 2757 70 70
2757 57 00
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जा.क्र./ नरवि/भो.प्र./ प्र.क्र.बी- २४८९/ १३८६/०५
दिनांक :- २६/०४/२००५

भोगवटा प्रमाणपत्र

- वाचले - १) नवी मुंबई महानगरपालिकेकडील बांधकाम प्रारंभ प्रमाणपत्र, क्र./न.र.वि./बां.प./वि.प्र.क्र. - ६२४/२००३
३९७२/२००३ दि. ०३/०९/२००३,
२) नवी मुंबई महानगरपालिकेचे दि. २९/११/२००२ रोजीचे धोरणात्मक परिपत्रक.
३) वास्तुविशारद, पी. एस. गोविंदराजन यांनी दि. ११/०३/२००५ रोजी सादर केलेला बांधकाम
पुर्णत्वाचा दाखला.

नवी मुंबई येथील भूखंड क्र. ८६, सेक्टर १७, कोपरखैरणे, या जागेचे मालक
मेसर्स निशांत रियल इस्टेट प्रा. लि. यांनी जागेवरील बांधकाम दिनांक ११/०३/२००५ रोजी पुर्ण
केलेले आहे. त्याबाबतचा दाखला संबंधीत वास्तुविशारद, पी. एस. गोविंदराजन यांनी सादर केलेला
आहे. महानगरपालिकेकडील बांधकाम प्रारंभ प्रमाणपत्र दि. - ०३/०९/२००३ मध्ये नमूद केलेल्या अटी
व शर्ती तसेच महानगरपालिकेचे दि. २९/११/२००२ च्या धोरणात्मक परिपत्रकानुसार विविध शुल्क वसुली
बाबतची कार्यवाही केलेली आहे. त्यामुळे सदर जागेत

- १) रहिवासाखालील बांधकाम क्षेत्र :- ५८५.९६ चौ.मी.
- २) वाणिज्यखालील बांधकाम क्षेत्र :- १८९.६५ चौ.मी.
- ३) बाल्कनीखालील बांधकाम क्षेत्र :- १४२.३९ चौ.मी.

यानुसार वापर करणेस परवानगी देण्यात येत आहे.

[Handwritten Signature]

नगररचनाकार

नवी मुंबई महानगरपालिका



“जन्म असो वा मरण आवश्यक नोंदणीकरण”

Mrs. Minal B. Khona

B.Sc., LL.B

Advocate High Court

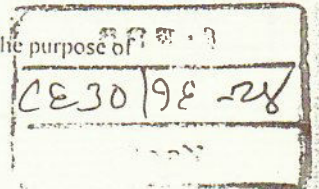
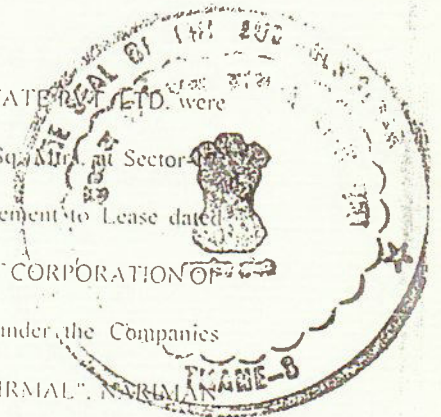
108, J. K. Chambers, Plot No. 76,
Sector 17, Vashi, Navi Mumbai - 400 705.
Tel: 2789 2517 • Telefax: 2789 2544

January 24, 2004

TITLE CERTIFICATE

I have investigated the title of Plot No.86, Sector-17, Koparkhairane, Navi Mumbai, admeasuring about 776.26 Sq.mtr. within jurisdiction of the Sub-Registrar of Thane-S. Dist. Thane.

It is seen from the records that M/S NISHANT REAL ESTATE PVT. LTD. were leased a Plot of Land bearing No.86 admeasuring 776.26 Sq.Mtr. at Sector-17, Koparkhairane, Navi Mumbai, Dist. Thane under an Agreement to Lease dated 20.12.2002 by M/s. CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, a Company incorporated under the Companies Act, 1956 (1 of 1956) and having its Registered Office at "NIRMAL", NIRMAL POINT, MUMBAI-21, (hereinafter called 'CIDCO') for a period of 60 years on the terms and conditions contained in the Agreement to Lease dated 20.12.2002. I have to mention that pursuant to the said Agreement to Lease M/S NISHANT REAL ESTATE PVT. LTD. were put into physical possession of the Plot for the purpose of constructing Proposed Residential-Cum-Commercial Building.



Whereas The NAVI MUMBAI MUNICIPAL CORPORATION, has granted permission by its letter No.NMMC/TPD/BP/D.P.NO.624/2003/3972/03 dated 03.09.2003, addressed to the said M/S NISHANT REAL ESTATE PVT. LTD. and issued Commencement Certificate dated 03.09.2003 to commence the construction work of the Residential-Cum-Commercial Building on the said Plot No.86, Sector-17, Koparkhairane, Navi Mumbai, Dist. Thane.

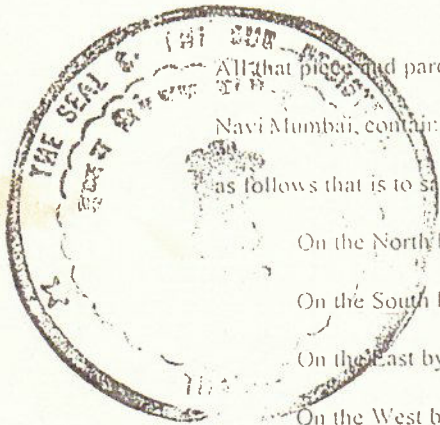


On the basis of the document submitted, I do hereby certify that the title of M/S. NISHANT REAL ESTATE PVT. LTD., in respect of Plot No.86, Sector-17, Koparkhairane, Navi Mumbai, is clear and marketable and is free from all encumbrances of whatsoever nature.

SCHEDULE OF THE PLOT

All that piece and parcel of land known as Plot No.86, at Sector-17, Koparkhairane, Navi Mumbai, containing by measurement 776.26 sq.mtr. or thereabouts and bounded as follows that is to say :-

- On the North by : Plot No.87
- On the South by : Plot No.84
- On the East by : Plot No.81, 82, 83
- On the West by : 15 mtr. Wide Road



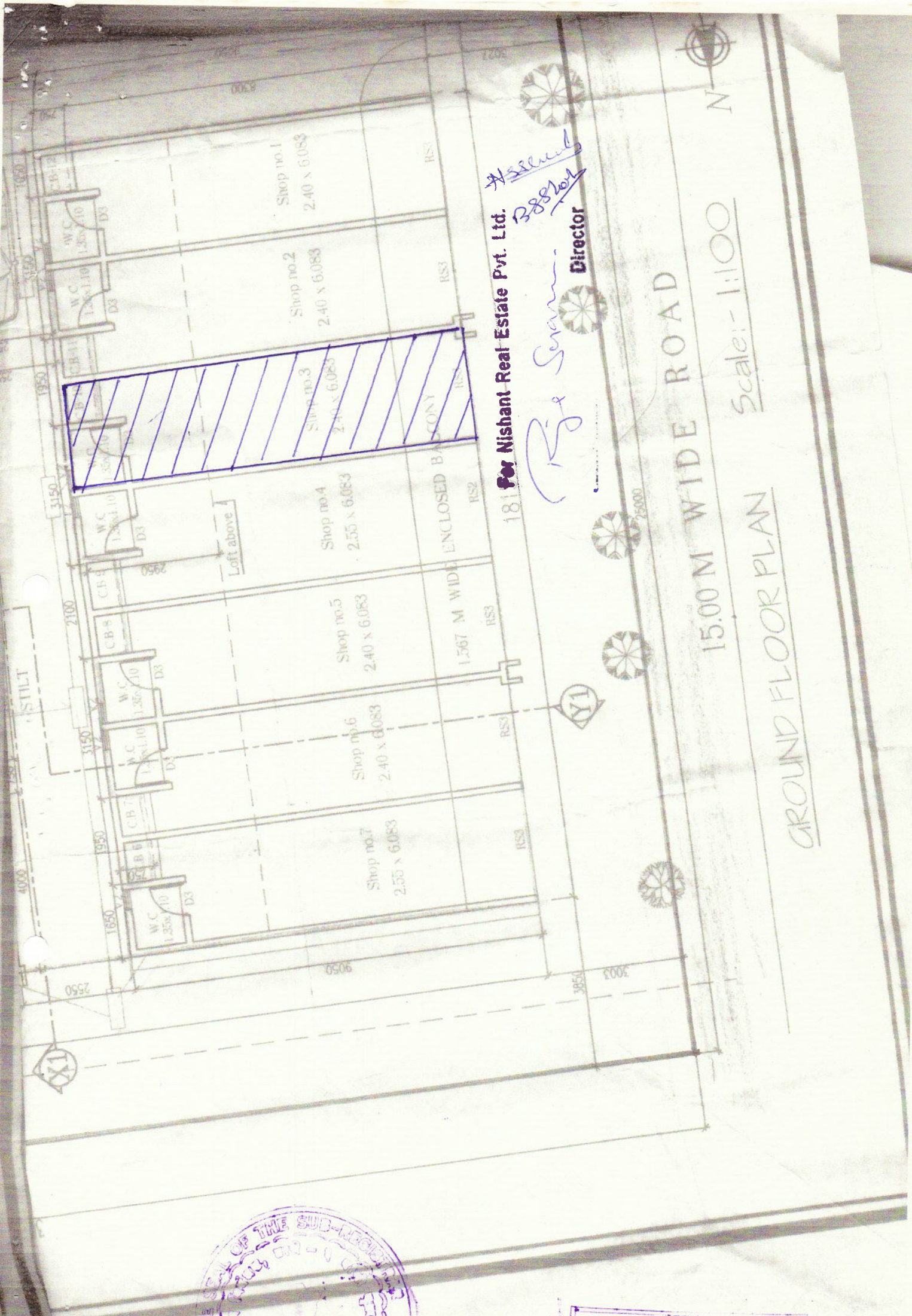
M. B. Khanna

सम-३
CE30/96/28



Mrs. Minat B. Khanna
B.Sc. LL.B.
Advocate High Court
109, K. Chamber, Plot No. 76,
Sector-17, Vashi, Navi Mumbai-400705

2016
9/1/22



181 For Nishant Real Estate Pvt. Ltd.

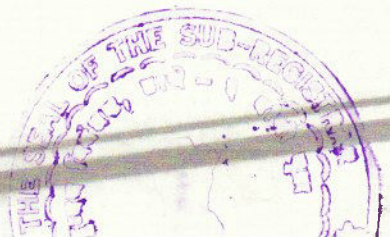
As per
BSS plan

Rajiv Sharma
Director

15.00 M WIDE ROAD

Scale: - 1:100

GROUND FLOOR PLAN



टनन6

दस्त क्र 2656/2007

2912

26/04/2007

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

4:24:45 pm

ठाणे 6

दस्त क्रमांक : 2656/2007

दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	<p>नाव: - - निलेश जसवंतलाल शाह</p> <p>पत्ता: घर/फ्लॅट नं: -</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाव: -</p> <p>ईमारत नं: -</p> <p>पेठ/वसाहत: -</p> <p>शहर/गाव:से 17 वाशी</p> <p>तालुका: -</p> <p>पिन: -</p> <p>पॅन नम्बर: ए पी जे पी एस 8539 सी</p>	<p>लिहून घेणार</p> <p>वय 44</p> <p>सही</p> <p><i>Handwritten signature</i></p>		
2	<p>नाव: - - बिना सुनिल शाह</p> <p>पत्ता: घर/फ्लॅट नं: -</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाव: -</p> <p>ईमारत नं: -</p> <p>पेठ/वसाहत: -</p> <p>शहर/गाव:-</p> <p>तालुका: -</p> <p>पिन: -</p> <p>पॅन नम्बर: ए ए ई पी एस 5977 जी</p>	<p>लिहून घेणार</p> <p>वय 44</p> <p>सही</p> <p><i>Handwritten signature</i></p>		
3	<p>नाव: - - मे निशांत रिथल इस्टेट प्रा लि तर्फे</p> <p>डायरेक्टर राजेश कुमार सुराणा (ए ए</p> <p>ए सी एन 6953 ए)</p> <p>पत्ता: घर/फ्लॅट नं: -</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाव: -</p> <p>ईमारत नं: -</p> <p>पेठ/वसाहत</p>	<p>लिहून देणार</p> <p>वय 30</p> <p>सही</p> <p><i>Handwritten signature</i></p>		





दस्त गोषवारा भाग - 2

टनन6

दस्त क्रमांक (2656/2007)

2222

दस्त क्र. [टनन6-2656-2007] चा गोषवारा
बाजार मुख्य :979000 मोबदला 941000 भरलेले मुद्रांक शुल्क : 49000

पावती क्र.:2705 दिनांक:26/04/2007
पावतीचे वर्णन
नांव: - - निलेश जसवंतलाल शाह

दस्त हजर केल्याचा दिनांक :26/04/2007 04:20 PM
निष्पादनाचा दिनांक : 26/04/2007
दस्त हजर करणा-याची सही :

9790 :नोंदणी फी
440 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल
(आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

दस्ताचा प्रकार :25) करारनामा
शिकका क्र. 1 ची वेळ : (सादरीकरण) 26/04/2007 04:20 PM
शिकका क्र. 2 ची वेळ : (फी) 26/04/2007 04:23 PM
शिकका क्र. 3 ची वेळ : (कबुली) 26/04/2007 04:23 PM
शिकका क्र. 4 ची वेळ : (ओळख) 26/04/2007 04:24 PM

10230: एकूण

दस्त नोंद केल्याचा दिनांक : 26/04/2007 04:24 PM

दु. निबंधकाची सही, ठाणे 6

ओळख :

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

1) -- विजय कुमार झा ,घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव: से19 वाशी

तालुका: -

पिन: -

2) -- व्होरा समिर ,घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

प्रमाणित करण्यात येते या

दस्तामध्ये एकूण.....पाने आहेत.

दु. निबंधकाची सही
ठाणे 6

दुय्यम निबंधक ठाणे-६.

पुस्तक क्रमांकच्या
२२५६ ५५५ नोंदला

डि.पी.सोनवणे
मह दुय्यम निबंधक ठाणे-६
तारीख २६.६.०६...सन २००६





सूची क्र. दोन INDEX NO. II

गावाचे नाव : कोपरखैरणे

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणा देतो की पट्टेदार ते नमूद करावे) मोबदला रू. 941,000.00
बा.भा. रू. 979,000.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) वर्णन: दुकान नंबर 3 तळमजला , भुखंड नंबर 86 से 17 कोपरखैरणे
- (3) क्षेत्रफळ (1) 26.096 स्के मी बिल्ट अप
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) - - मे निशांत रियल इस्टेट प्रा लि तर्फे डायरेक्टर राजेश कुमार सुराणा (ए ए ए सी एन 6953 ए); घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: से 17 वाशी; तालुका: -; पिन: -; पॅन नम्बर: -.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) - - मिलेश जसवंतलाल शाह ; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: से 17 वाशी; तालुका: -; पिन: -; पॅन नम्बर: ए पी जे पी एस 8539 सी .
(2) - - बिना सुनिल शाह ; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: ए ए ई पी एस 5977 जी .
- (7) दिनांक करून दिल्याचा 26/04/2007
- (8) नोंदणीचा 26/04/2007
- (9) अनुक्रमांक, खंड व पृष्ठ 2656 /2007
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रू 48950.00
- (11) बाजारभावाप्रमाणे नोंदणी रू 9790.00
- (12) शेरा

