



Tuesday, October 17, 2006

1:01:20 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 8952

दिनांक 17/10/2006

गावाचे नाव मोरे

दस्तऐवजाचा अनुक्रमांक

वसई 3 - 08950 - 2006

दस्ता ऐवजाचा प्रकार

करारनामा



सादर करणाराचे नाव: नितीन कुमार जयप्रकाश चौरसिया

नोंदणी फी

3680.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (27)

540.00

4220.00

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आपणास हा दस्त अंदाजे 1:16PM ह्या वेळेस मिळेल

मुख्यम निडंयक, वसई 3.

बाजार मुल्य: 367460 रु. मोबदला: 367500 रु.
भरलेले मुद्रांक शुल्क: 7400 रु.

Nitin Kumar Chauhan

मुख्यम निडंयक, वसई 3.

DELIVERED

Customer's Copy	
THE KAPOL CO-OP. BANK LTD.	
FRANKING DEPOSIT SLIP	
Branch <u>Bhayandar</u>	Date <u>13/10/06</u>
Pay to : Acct. Stamp Duty 15986	
Franking Value	Rs. <u>7400/-</u>
Service Charges	Rs. <u>10/-</u>
TOTAL	Rs. <u>7410</u>
Name of the person for whom stamp duty is impressed	
Name & Address of the Stamp duty paying party	
<u>Mr. Nitin Kumar J Chaurasia</u>	
<u>Flat No. G-6 Ostwal Nagar 15B Nallasopara</u>	
Tel./Mobile No. <u>8163900</u>	
DD/Cheque/Amount <u>Cash</u>	
Drawn on Bank	
(For Bank's Use only)	
Transit	A254 Rs.
	PL-546 Rs.
Franking Sr. No.	<u>3475</u>
Cashier	

कॉपी-3
कॉपी-2008
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AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT made and entered into NALLSOPARA, this 15th day of October 2006.

BETWEEN

M/S. SHREE OSTWAL BUILDERS LTD., a company registered under Indian Companies Act. 1956 through Managing Director/Directors having its Registered Office at 371, Bisney Bldg., Dr. Navroji Road, Above American Dry Fruit Stores, Fort, Mumbai - 400 001 Administrative Office at A-12, Shantiganga Apt. Opp. Rly. Bhayandar (East), Dist. Thane, hereinafter called **"THE VENDORS"** (Which expression shall unless it be repugnant to the context or contrary to the meaning there of mean and include the Director of the said Company or their respective heirs, executors, administrators and permitted assigns) of the **FIRST PART**.

Nitin Kumar Chaurasia

(Signature)

The Kapol Co-operative Bank Ltd.
 Bhayandar Branch, Gaudinagar, Nallasopara
 Opp. Shivajinagar Office, Bhayandar (E), Thane-401 105.
 Authorised by 1081100020002012
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 OCT 13 2006
 00974004-PB5497
 15:01

1. Mr. Nitin Kumar Jai Prakash Chauhan aged _____ years,
2. _____ Asra aged _____ years,

adults, Indian Inhabitants, residing at Kam Estate new
Indira Nagar R.No. 138, Bal Bhair Rd.
Croreagan CE, Mumbai - 63

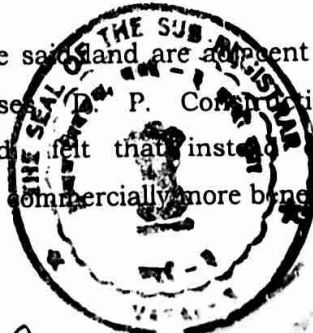
hereinafter called "**THE PURCHASERS**" (Which expression shall unless it be repugnant to the context or contrary to the meaning thereof mean and include his/her/their heirs, executors, administrators and permitted assigns) of the **SECOND PART**.

WHEREAS by and under Agreement for Development dated 30th August 2001 executed between the Party of FIRST PART herein and **M/s. SONAL VENTURES**, the party of the FIRST PART has acquired the rights of about 300,000 Sq. Fts. Floating F.S.I.

AND WHEREAS, the Development herein are absolutely seized and possessed of INTER-ALIA/ ALL THAT piece or parcel of land bearing Survey Nos. 4(pt), 5(pt), 27(pt), 28(pt), 30(pt) and 31(pt), admeasuring area 37330 Sq. Mtr., situate lying and being in the **Revenue Village of More**, Nallasopara (East), within the limits of Nallasopara Municipal Council, Taluka Vasai and Dist. Thane (more particularly described in the Schedule herein under written).

AND WHEREAS originally 1) SHREE ENTERPRISES 2) D. P. CONSTRUCTION CO. and 3) JASMINE CONSTRUCTION PVT. LTD., (hereinafter referred to as the "ORIGINAL OWNERS") where the owner/s and/or otherwise well sufficiently entitled to all that pieces or parcels of land bearing Survey No. 4(pt), 5(pt), 27(pt), 28(pt), 30(pt) and 31(pt), aggregating to 37330 Sq. Mts. situate, lying and being at Village More, Taluka Vasai, Dist.: Thane more particularly described in the schedule hereinunder written (hereinafter referred to as the said land for the sake of brevity).

AND WHEREAS all the said land are adjacent to one another and the said Shree Enterprises, D. P. Construction Co. and Jasmine Construction Pvt. Ltd. felt that instead of developing the land individually it will be commercially more beneficial and advantages to



Nitin Kumar Chauhan

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Develop the same jointly, they have formed a single joint venture called "M/s. Sonal Ventures" for developing the said lands in the name of the owners with effect from 19th November 1995 on the terms and conditions contained in the Joint Venture agreement dated 19.11.1995 read with subsequent letters by the Owners to the Developers all the 08 dated 20.11.1995.

19.11.1995
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AND WHEREAS M/s. Sonal Ventures, agreed to grant the Development rights in respect of the said lands, together with all permissions, approvals from CIDCO, N.A. Order, C.C., etc to SHREE OSTWAL BUILDERS LTD., herein referred to as the Developers by and under agreement for development dated 30th August 2001, on the terms and conditions mentioned therein.

AND WHEREAS M/s. Sonal Ventures have got the plans approved from CIDCO, the planning authority designated by the Govt. of Maharashtra. They have obtained the building permission and C.C. vide district Orders No. CIDCO/VVSR/BP/1735/E/418 dated 17th June, 1998 and further they have obtained the Amended plan approval for the proposed Residential Buildings with Shop line Vide Order No. CIDCO/VVSR/BP-1735/E/638 dated 3.8.1998 the copy of the same is annexed hereto and marked "Annexed- I."

AND WHEREAS M/s. Sonal Ventures have obtained N.A. permission from the Office of the Collector Thane on 25th day of May, 1987 bearing Order No. REV. D.I.T. IX NAP LAYOUT/SR/349/86 copy of the same is annexed hereto and marked as "Annexed - II".

AND WHEREAS the party of the First Part have constructed the buildings on the said land shall be known as "OSTWAL NAGARI".

- 1) The builder propose to sell Flats in the said buildings on ownership basis.
- 2) Purchaser have agreed to acquire Flat No. 616 on the Ground Floor of the building No. 15B having super built-up area of 416 sq. ft. and built-up area of 38.68 sq. mt., consisting of 2 room/s and kitchen on the terms and conditions hereinafter appearing.



Nitin Kumar Chauhan

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NOW THIS PRESENT WITNESS AND IT IS ~~HEREBY AGREED~~ by and between the Parties hereto as follows:

- 1) The Party/Parties of the FIRST PART have constructed the said building on the said plot in accordance with the plans and specifications which have been kept at the building site for inspection and which the Party of the SECOND PART has seen and approved and also agrees that the Party of the FIRST PART may make such variations and modifications therein as may be required to be done by the Government, the Nagar Palika or any other local authority.
- 2) The Party of the SECOND PART has prior to the execution of this Agreement satisfied himself/herself/themselves about the title of the Party of the FIRST PART to the said plot, the Party of the SECOND PART shall not be entitled further to investigate the title of the Party of the FIRST PART and no requisition or objection shall be raised on any matter relating hereto.
- 3) The Party of the SECOND PART hereby agrees to acquire Flat No. 66 on the Ground floor of the said building having ~~super~~ built-up area of 416 sq. ft. and built-up area of 38.68 sq. mt., consisting of 2 room/s and kitchen as per plans and specifications seen and approved by him/her/them for a consideration of Lumsum Rs. 867500/- (Rupees Three hau Sixty Seven Thousand five hundred only) agree to be paid in the manner given below:

(a) Rs. 21000/- (Rupees Twenty one Thousand only) towards Earnest Money. Paid on 27/9/06 R. No. 3463

(b) Rs. _____ (Rupees _____ only) on or before Part Payment Paid on _____ R. No. _____

(c) Rs. _____ (Rupees _____ only) on or before Part Payment Paid _____ R. No. _____



Nitin Kumar Chaurasia

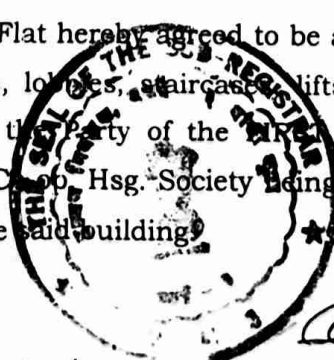
Signature

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(d) Rs. _____ (Rupees) _____
 _____ only) on or
 before Part payment Paid on _____ R. No. _____

(e) Rs. _____ (Rupees) _____
 _____ only) on or
 before POSSESSION. Paid on _____ R. No. _____

- 4) The Party of the FIRST PART agrees to hand over the Possession of the said Flat to the Party of the SECOND PART after full & final payment.
- 5) The Party of the SECOND PART shall take possession of the premises within fifteen days from the date of a written notice from the Party of the FIRST PART intimating that the said premises is ready for use and occupation. Further agreed that, commencing fifteen days after the notice in writing is given by the Party of the FIRST PART to the Party of the SECOND PART that the premises is ready for use and occupation or the possession is taken whichever is earlier, the Party of the SECOND PART shall be liable to bear and pay the proportionate share of outgoings in respect of the said land and building namely local taxes, betterment charges or such other levies leviable by the concerned local authorities and/or Government and/or water charges, insurance, common lights, repairs, salaries of clerks, bill collectors, watchman, sweepers and all other expenses necessary of the said land and building until the Society is formed and the said land and building are transferred to it, the Party of the SECOND PART shall pay to the Party of the FIRST PART, such proportionate share of outgoing as may be determined by the First Party. The Party of the SECOND PART undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly and monthly in advance and shall not withhold the same for any reason whatsoever.
- 6) The Party of the SECOND PART shall have no claim save and except in respect of the particulars Flat hereby agreed to be acquired i.e. all open spaces, parking places, lobbies, staircases, lifts, terraces etc. will remain the property of the Party of the FIRST PART till it is transferred to the Proposed Coop. Hsg. Society being formed by the prospective Flat owners in the said building.



Nitin Kumar Chaurasia

(Signature)

8) As soon as the building is notified by the Party of the FIRST PART as completed, each of the Flat holders shall pay respective arrears of price payable by them within seven days of such notice. If any Flat holders fail to pay the arrears as aforesaid, the Party of the FIRST PART will be entitled to forfeit the amount previously paid by such defaulting Flat holder who shall be deprived of all rights in the Flat agreed to be taken by him/her/them.

9) Under no circumstances possession of the Flat shall be given by the Party of the FIRST PART to the Party of the SECOND PART unless and until all payments required to be made under the Agreement by the Party of the SECOND PART have been made to the Party of the FIRST PART.

10) The Party of the FIRST PART shall in respect of any amounts to be paid by the party of the SECOND PART under the terms and conditions of this Agreement have first lien and charge on the said Flat agreed to be acquired by the Party of the SECOND PART.

11) The Party of the SECOND PART hereby agrees to contribute and pay his/her/their proportionate share towards the costs, expenses and outgoings in respect to matters in the First Schedule hereto.

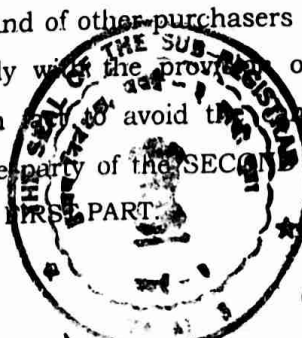
12) So long as each Flat in the said building shall not be separately assessed for Nagar Palika charges and water rates, the Party of the Second Part shall pay a proportionate share of the water charges, House tax and any other tax assessed on the whole building such portion to be on the basis of each Flat in the said building of equal value.

12) So long as each Flat in the said building shall not be separately assessed for Nagar Palika charges and water rates, the Party of the Second Part shall pay a proportionate share of the water charges, House tax and any other tax assessed on the whole building such portion to be on the basis of each Flat in the said building of equal value.

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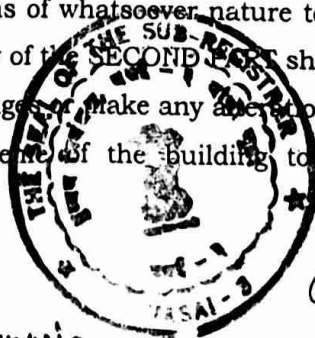
- 13) The Party of SECOND PART shall maintain at his/her/their own cost & Risk the Flat agreed to be acquired by him/her/them and shall abide by all laws, rules and regulations of the Government, Nagar Palika CIDCO or any other authorities and local bodies and shall attend, answer and be responsible for all notices 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.
- 14) The Party of the SECOND PART hereby agrees to pay all the amounts payable under the terms under this agreement as and when they become due and payable time in this respect being the time is the essence of the contract. Further the Party of the FIRST PART is not bound to give any notice requiring such payment and the failure thereof shall not be pleaded as an excuse for nonpayment of any amount or amounts on the respective due date. Delays payment will be charges 2% interest p.m.
- 15) The party of the SECOND PART hereby agrees to pay the Party of the FIRST PART a sum of Rs. _ _ _ _ _ as a subscription of shares and further undertakes to be a member of the Co-operative Housing Society to be formed by the prospective owners of the building and that the party of the FIRST PART shall hand over the sum so collected to the prospective Chairman of the said Society being formed by them. No objection shall be taken by the Party of the SECOND PART to co-operate to form the said Co-operative Society and shall not object to if charges or modifications are made in the Draft Bye Laws as may be required by the Registrar of Co-operative Societies or other Competent authority.
- 16) The Purchaser hereby agrees to pay the Vendor a sum of Rs.23,250/- (Rupees Twenty Three Thousand Two Hundred Fifty Only) towards Development charges, Society Registration Charges, Water connection, M.S.E.B. Meter & Miscellaneous.
- 17) The party of the SECOND PART shall be bound from time to time to sign all papers and documents and to do all other things as the party of the FIRST PART may require for safeguarding the interest of the party of the FIRST PART and of other purchasers of Flat in the said building, failure to comply with the provisions of this clause will render this Agreement, in whole or in part void and the earnest money paid by the party of the SECOND PART shall stand forfeited to the party of the FIRST PART.



Nitin Kumar Chaurasia

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- 18) The party of the SECOND PART hereby covenants keeps the Flat walls and partitions walls, drain pipes and appurtenances there-to belonging in good tenantable condition and in particular so as to support, shelter, repairs and protect the parts of the building other than his/her/their Flat.
- 19) That the party of the SECOND PART shall not let, sublet, sell transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of the said Flat nor assign, under let or part with his/her/their interest under or benefits of this agreement or any part there of till all his/her/their dues of whatsoever nature owing to the Party of the FIRST PART are fully paid and if the Party of the SECOND PART has not been guilty of breach or of non-compliance with any of the terms and conditions of this agreement and until the party of the SECOND PART obtain previous consent in writing of the party of the FIRST PART.
- 20) The party of the SECOND PART shall permit the party of the FIRST PART and their surveyors or agents with or without workmen and other at all responsible time to enter into and the said Flat or any part there of to view and examine the state and condition thereof and to mark good within three months of the giving of such notice all defects, decays and want to repair of which notice in writing shall be given by the party of the FIRST PART to the party of the SECOND PART.
- 21) The party of the SECOND PART shall not use the Flat or permit the same to be used for any illegal purpose whatsoever other for the purposes for which it was sold, not use the same in any manner for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the neighboring properties not for any illegal or immoral purpose.
- 22) The party of the SECOND PART will be not at any time demolish or cause to be demolished the Flat agreed to be taken by him/her/them or any part thereof nor will be at any time make or cause to be made any additions or alterations of whatsoever nature to the said Flat or any part thereof. The party of the SECOND PART shall not permit the closing of verandas or lounges or make any alteration in the elevation and not said colour scheme of the building to be acquired by him/her/them.



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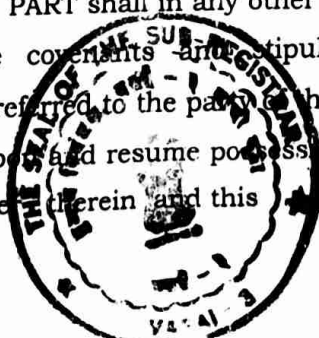
23) That the said building shall always be known as "OSTWAL NAGARI" and the name of the co-operative housing society to be formed by the prospective owners shall bear the name "OSTWAL NAGARI" Co-Operative Housing Society Limited and this name shall not be changed without the written permission of the party of the FIRST PART.

24) After the building is completed and ready and fit for occupation and after all the Flat in the said building have been sold and disposed off the party of the FIRST PART and after the party of the FIRST PART has received all dues payable to them of the agreement with various Flat holders, the party of the FIRST PART shall execute assignment in favour of the said society being formed by the Flat owners and shall hand over the share amount collected by them to duly elected chairman of the said society.

25) Any delay or indulgence by the party of the FIRST PART in enforcing the terms of this Agreement or any forbearance or giving of time to the SECOND PART shall not be constructed as a waiver on the party of the FIRST PART of any breach of our non-compliance of any terms and conditions of this Agreement by the party of the SECOND PART nor shall be the same in any manner prejudice the right of the party of the FIRST PART.

26) All letters, receipts and/or notices issued by the party of the FIRST PART dispatched under certificate of posting to the address known to them of the party of the SECOND PART will be sufficient proof of the receipt of the same by the party of the SECOND PART.

27) If the party of the SECOND PART neglects, omits or fails for any reasons whatsoever to pay to the party of the FIRST PART any of the amount due and payable by the party of the SECOND PART under the terms and conditions of this Agreement (whether before or after the delivery of possession) within the time herein specified or if the party of the SECOND PART shall in any other way fails to perform or observe any of the covenants and stipulations on his party thereto contained or referred to the party of the FIRST PART shall be entitled to re-enter upon and resume possession of the said Flat and everything whatsoever therein and this Agreement shall cease



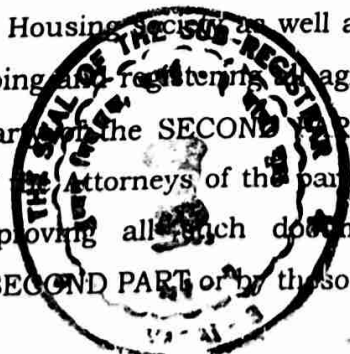
Nitin Kumar Chaudhary

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stand terminated and the earnest money and all other amount already paid by the party of the SECOND PART to the party of the FIRST PART and the party of the SECOND PART shall have no claim for refund or repayment of the said earnest money and/or the said other amounts paid by the party of the SECOND PART and the party of the SECOND PART hereby agrees to forfeit all his/her/their right title and interest in the said Flat and all amounts already paid and in such event the party of the SECOND PART shall also be liable to immediate ejection as trespasser the right given by this clause to the party of the FIRST PART against the party of the SECOND PART.

28) All costs, charges and expenses in connection with the formation of the co-operative housing society as well as the cost of preparing, engrossing, stamping and registering all Agreements conveyance Deed. Transfer Deed or any other documents require to be executed by the party of the FIRST PART or the party of the SECOND PART as well as the entire professional cost of the Attorneys of the party of the FIRST PART in preparing and approving all such documents shall be proportionately by the holder of the Flat in the said building. The party of the FIRST PART shall be entitled to re-enter upon and resume possession of the said Flat and everything whatsoever therein and this agreement shall cease and stand terminated and the earnest money and all other amount already paid by the party of the SECOND PART to the party of the FIRST PART shall stand absolutely forfeited to the party of the FIRST PART and the party of the SECOND PART shall have no claim for refund or repayment of the said earnest money and/or the said amount paid by the party of the SECOND PART hereby agrees to forfeit all his/her/their right title and interest in such event the party of the SECOND PART shall also be liable to the immediate as trespasser. The right given by this Clause to the party of the FIRST PART against the party of the SECOND PART.

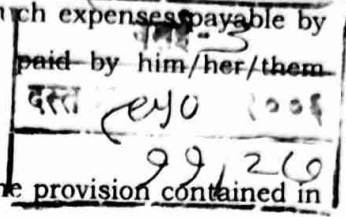
29) All costs, charges and expenses in the connection with the formation of the co-operative Housing Society as well as the cost of preparing, engrossing, stamping and registering all agreements required to be executed by the party of the SECOND PART as well as the entire professional cost of the Attorneys of the party of the FIRST PART in preparing and approving all such documents shall be borne by the party of the SECOND PART or by the society or proportionately



Atin Kumar Chavasta

Contract

by all the holder of the Flat in the said building. The party of the FIRST PART shall not contribute towards such expenses payable by the party of the SECOND PART shall be paid by him/her/them immediately on demand.



30) This Agreement shall always be subject to the provision contained in the Maharashtra ownership Flats Act. 1963 and Maharashtra Ownership Flats Rules 1964 or any other provision of law applicable hereto.

31) The party of the SECOND PART shall pay a sum of Rs. _____ as the costs, charges and expenses of the preparations of this agreement in triplicate.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals the day and year first herein above written.

THE FIRST SCHEDULE ABOVE REFERRED TO :

The party of the SECOND PART herein has agreed to pay the following expenses :

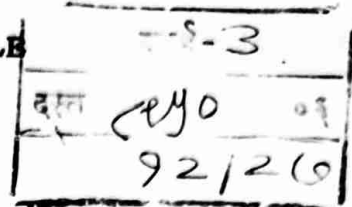
- 1) To maintaining, repairing, redecorating, etc. of the main structure and in particular the roof, gutters and main water pipes of the Buildings, water pipes, gas pipes and electric wires in, under or upon the building enjoyed or used by the SECOND PART in common with the other occupiers of the other Flat and main entrances, passages, landing and staircase if any of the building as enjoyed by the SECOND PART or used by him in common with the other Flat holders and boundary walls of the building compound etc.
- 2) The cost of cleaning and lighting of the passages, landing staircases and other parts of the building enjoyed used by the party of the SECOND PART in the common with other Flat holders.
- 3) The cost of decorating the exterior of the building.
- 4) The costs or the salaries of the clerk, bill collectors, chowkidars, sweepers etc.
- 5) Nagar-Palika and other taxes, water charges and land revenue etc.
- 6) Insurance of the Building.
- 7) Such other expenses as are necessary or incidental to the maintenance and upkeep of the building.



Nitin Kumar Chaurasia

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THE SECOND SCHEDULE
ANNEXURE 'A'
AMENITIES



GENERAL: Very congenial, surrounding the building with R.C.C framed construction.

PLASTER: Niru finish, canect plastering internally and sand face plastering with 2 coats externally.

DOORS & WINDOWS: wooden or ply pannelled with aluminium fittings.

BALCONIES: With R.C. C. pardi and 1" grill.

STAIRCASE: Roof shall be of R. C. C. frame structure with brick wall and Tappa.

WATER SUPPLY: Under ground and overhead water storage tanks, pump house with one good quality water pump.

PAINT: White wash internally and cement paint externally.

SCHEDULE

THE FIRST SCHEDULE ABOVE REFERRED TO:

All those pieces or parcels of lands situate at village more, Taluka Vasai Dist. Thane bearing New S. No. 5, H. No. 2, S. No. 6, H. No. 1, S. No. 26, H. No. 2, S. No. 27, H. No. 3, S. No. 30, H. No.5 and S. No. 33, H. No. 2 (part) in all admeasuring 30810 Sq. Meters.

THE SECOND SCHEDULE ABOVE REFERRED TO:

All those pieces or parcels of land situate at village More, Taluka Vasai, Dist. Thane bearing New S. No. 4, H. No.3, S. No.5, H.No.5, S. No.26, H. No. 3, S. No. 27, H. No. 2, S. No.28, H. No. 1, S. No.30, H. No. 3 and 31 in all admeasuring 22200 sq. meter.

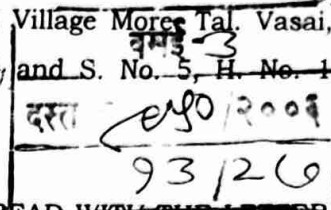
Nitin Kumar Chauhan

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THE THIRD SCHEDULE ABOVE REERRED TO:

All those pieces or parcels of land situate at Village More, Tal. Vasai, Dist. Thane bearing New S. No. 4, H. No. 4, and S. No. 5, H. No. 1 collectively admeasuring 3530 Sq. meters.



Note: THE ABOVE SCHEDULES ARE TO BE READ WITH THE LETTER DATED 20TH NOVEMBER, 1995 REFERRED TO ABOVE.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

ALL THOSE pieces or parcels of the naturally subdivided pocket of lands situate at village more, Taluka Vasai, Dist. Thane bearing S. No. 28, H. No. 3 (Part) admeasuring approximately 559 Sq. Meters, S. No. 27, H. No. 1 (Part) admeasuring approximately 610 Sq. Meters, S. No. 27, H. No. 2 (Part) admeasuring approximately 2382 Sq. Meter and S. No. 27 H. No. 3 (part) admeasuring approximately 4705 Sq. meter aggregate to approximately 8256 Sq. meters out of which wings 2 and 4 covers approximately 6779 Sq. Meters.

SCHEDULE

ALL THOSE pieces and parcels of land lying, being and situated at village More, Taluka Vasai, Dist. Thane, in the Registration Sub-District Vasai and district Thane, and within the Jurisdiction of Nallasopara Municipal Council, bearing survey Nos. 4 (Pt), 5 (Pt), 27 (Pt), 28 (Pt), 30 (Pt) and 31 (Pt), admeasuring 37330 Sq. meters or thereabout and surrounded by as under :

On or towards North by : 40 Meter wide D.P.Road

On or towards East by : New S. No.7

On or towards South by : Central Park boundary wall

On or towards West by : 20 Meters wide D.P. Road

Nitin Kumar Chaurasia



(Signature)

Conrad

1. Amit Gupta NSP(W) Am
2. Lakesh Pandey NSP(E) RP

By the within named.

m. Nitin Kumar Chaurasia - Nitin Kumar Chaurasia
Chaurasia

1. Amit Gupta --- NSP(W) --- AC
2. Rakesh Pandey --- NSP(E) --- Rf

Rs. 2000/- (Rupees Twenty One
Thousand only)

21000

only) being the amount of Earnest/Part/Full &
Final/money within named to be paid to us...

Cemraç,

I/WE SAY RECEIVED

1. Amit Gupta NSP(W) AA
2. Rakesh Pandey NSP(F) RP



वर्ग-3
एच. २००१
१५/२७

मिडको

हस् व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

पत्ता कार्यालय:
मिडको भवन, सो. वी. टी. ल्युट,
नवी मुंबई ४०० ०२५.
दूरधनी : २०२ २४८५ / २०२ २४७० / २०२ २५७९
फॅक्स : ००-९१-२२-२०२ २५०९ & २५१० सिआयटीडब्ल्यूआयएन

मुख्या कार्यालय:
मिडको भवन, सो. वी. टी. ल्युट,
नवी मुंबई ४०० ०२५
दूरधनी : ०५७ ९०४९-४२-४३ / ०५७ ९९९२
०५७ २६३९ / ०५७ २६०६
फॅक्स : ००-९०-२२-०५७ १०६६

संकेत : CIDCO/VVSR/BP-1735/E/ ६३५.

दिनांक : २७/०५/१९९८
२७/०५/९८

✓ R/s. Sonal Ventures
109, Pagarav, 57
S.V. Road, Goregaon (W)
MUMBAI - 400 062.

Sub: Amended plan approval for the proposed Residential Buildings with Shopline on S.No. 4(pt), 5(pt), 6(pt), 26(pt), 27(pt), 29(pt), 30(pt), 31(pt) & 33(pt), Village More, Taluka Vasai, Dist: Thane.

Ref: 1) Commencement Certificate Nos. CIDCO/VVSR/BP-1735/E/418 dated 17/06/98.
2) Your architect's letter dated 31/07/98.

Sir,

With reference to your architect's letter referred above, please find enclosed herewith approved amended plans for Residential Buildings with Shopline on S.No. 4(pt), 5(pt), 6(pt), 26(pt), 27(pt), 29(pt), 30(pt), 31(pt) & 33(pt), Village More, Taluka Vasai, Dist : Thane.

The amended plan duly approved herewith supersedes all the earlier approved plans. The conditions of commencement certificate granted vide this office letter Nos. CIDCO/VVSR/BP-1735/E/418 dated 17/06/98 stands applicable to this approval of amended plans alongwith following conditions:-

1. The occupancy certificate for the building will be issued only after provision of potable water is made available to each occupant.
2. Notwithstanding anything contained in the commencement certificate condition it shall be lawful to the planning authority to direct the removal or alteration of any structures erection or use contrary to the provisions of this grant within the specific time.



Contd..... 2.

शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

निदेशिका संख्या:

निदेशिका संख्या, नविन पॉइंट

मुंबई - ४०० ०२१

दस्तावेज : २०२ २४८९ / २०२ २४२० / २०२ २५३९

फॉर्म : ००-२१-२२-२०२ २५०९ • प्राव: शिआयटीडब्ल्यूआयएम

संदर्भ क्र:

पृष्ठ-३
९८/२००९
९८/२०

मुख्यालय:

शिआयटी भवन, सी.सी.डी, बेलापुर

नव मुंबई - ४०० ६१४

दस्तावेज : ७५७ १२४०-४२-४४ / ७५७ १२४०

७५७ २६३९ / ७५७ १०६९

००-२१-२२-४२५० १०६६

दिनांक

3. You are required to provide a solid waste disposal unit at a location accessible to the Municipal sweepers, to store/dump solid waste in 2 compartments of 0.67 CUM. & 1.33 CUM. capacity for every 50 tenements, or part thereof for non-bio degradable & bio-degradable waste respectively.
4. The Development Charges will have to be paid within time date as mentioned in the enclosed Revised Assessment order dated 27/07/1998.
5. The Special Planning Authority reserves the right to enter the premises for inspection of maintenance of infrastructure facilities during reasonable hours of the day and with prior notice.

Yours faithfully,

ASSOCIATE PLANNER/ATPO (VUBP)

c.c. to:

Shri Atul A. Rana, Architects
C/o. M/s. Phoenix Industries
Shree Chemical Compound
Aarey Road, Goregaon (E)
MUMBAI 400 063.



96/26

तद्वर्षीयः : तद्वर्षीयः



Dated :- 25/5/1987.

- Head :- 1) Application dated 29-9-1986 from Shri. Herman Vincent and Shri. Goering H. Vincent of Bombay.
- 2) Correspondance ending with letter No. NILEMORE/Vasai/ADThane/1193, dated 13/3/1987 from the A.D.T.P. Thane.
- 3) Tahsildar Vasai's report No. NW/38/84/15 dated 30/12/1986.
- 4) N.C.C. No. 213/85-87 dated 11-7-1986 from Sarpanch, Grampanchayat, Nilemore.

ORDER :

In exercise of the powers vested in him under Rule 4(1) read with para 16 of Part II of Schedule III of Maharashtra (Conversion of use of Land and L.A.) Rules, 1966, the Collector of Thane is pleased to approve the accompanying layout for residential purpose only for the land situated 74953 Sq. Mtrs. in respect of S. No. 4pt, 5pt, 6pt, 26pt, 27pt, 28pt, 29pt, 30pt, 31, 32pt and 33pt of Village Nilemore Taluka Vasai owned by 1) Shri. Arun Manohar Khandekar 2) Shri. Balaram M. Mankar, 3) Smt. Shalubai Ladakya Patil, 4) others 2. 4) Goering Herman Vincent 5) Carin H. Vincent 6) Krishna Kana Patil 7) Shri. Herman Jofef Vincent 8) Sanjav L. Lope 9) Smt. Temina Isufali Bandukwala 10) Smt. Pravina H. Vincent 11) Smt. Somaribai Gajanan Patil & others 12) Shri. Narayan Somarya, Patil 13) Motya Farasha Pagat & others 4 of Nilemore Taluka Vasai.

The layout is approved subject to the provisions of Maharashtra Land Revenue Code, 1966 and rules made thereunder with following conditions.

1. The layout permission will be subject to the provision of the Maharashtra Revenue Code, 1966, Maharashtra Region Town Planning Act, 1966, Urban Land Ceiling and Regulation Act, 1970 and Rules framed thereunder.
2. All the plots, open spaces, internal roads etc. in the layout shall be demarcated on site through the Dist. Inspector of Land Records. There shall be one set of the layout and all also be submitted from the Dist. Inspector of Land Records, Thane. The width of the road and the area of open space shall be strictly adhere to.
3. The layout roads shall be allowed to be used by adjacent holder for the purpose of access if required.
4. No plot shall be disposed of unless the roads in the layout actually constructed on site are handed over to the concerned local authority alongwith open spaces as shown for the public purpose.
5. All the plots shall be disposed of within a period of one year from the date of the order. If the L.A. of the land is not commenced within the stipulated period any further resale of open plots prohibited unless prior permission is obtained from the undersigned.



5-A) If at the end of one year any plot/plots remains for which period of sale/purchase permission is extended, this permission will stand cancelled. In cases the holder of this permission may approach the signed for extension of the sale permission for every unsold plot.

5-B) In case the above said conditions is not adhered to resale of an open plot is done without prior permission from the undersigned both the vendor and purchaser shall be liable for action under the provisions of Bombay Land and Agricultural Lands Act, 1948. Consequently the purchaser shall be liable to the penalty of the cost of the plot to Government.

5-C) In case the Urban holding of the purchaser exceed as prescribed in Urban Land (Ceiling and Regulation) Act 1976, the purchaser shall file necessary return in of the Act with the Competent Authority under that the purchaser fails to do so he will be liable for action under the Act as well as the purchase of the will be declared null and void by the undersigned.

6) The occupant shall give a copy of the approved layout and copy of this order to every plot holder without the time of sale or agreement to sale.

6-A) The applicants purchaser of a plot will not the plot N.A. us within one year from the date of purchase obtaining requisite building permission from the revenue and local authorities respectively, fail to the sale/purchase permission unless extended will to have been cancelled.

6-B) The plot shall not further be sub-divided or amalgamated without obtaining the prior permission of the Collector, Thane.

7) No building shall be constructed on the plot unless approve of building plan is obtained from the appropriate i.e. both the Revenue Authority and the local authority. The building construction shall be in accordance with the Maharashtra Land Revenue Rules and the Rules framed by local authority.

8) All the plots in the layout shall be used for the purpose of which the plot holder shall apply for building permission with the site plans and building plans. period of one year from the date of this order fails which this permission shall be deemed to have been cancelled.

9) The occupants shall at make their own cost the arrangements for water supply, electricity and drainage discharges creating any insanitary conditions in the surrounding. These works should be completed prior to their own.

10) Further in exercise of the powers vested in him under section 44 of the Maharashtra Land Revenue Code, 1948 under section 18 of the Mah. Regional Town Planning Act, the Collector of Thane is pleased to grant 1) Shri. Ramakant Kondkar 2) Shri. Balaram M. Mankar 3) Smt. Shalada Patil 4) Shri. Goering Herman Vincent 5) Carin H. Vincent 6) Shri. Krishna Kana Patil 7) Herman Josef Vincent 8) Shri. Sanjay Laxappa 9) Smt. Temina Jafali Bandukwala (D) Smt. P. J. Vincent



3

(4) Smt. Somaribai Gajanan Patil & others 2 (10) 3hri.
 Narayan Somary a Ptil (13) Motya Farasha Pegat and others
 non agricultural permission to use an area admeasuring
 74953 sq.mtrs. Out of S.No. 4pt, 5pt, 6pt, 26pt, 27pt,
 28pt, 29pt, 30pt, 31, 32pt, 33pt of village Taluka Vasai for the non-agricultural pur-
 tial use only.

Subject to the following conditions :-
 N.A. permission is granted in respect of S.No. 33pt for
 the area admeasuring 4443 sq.mtrs. which is excluded from
 the Green Zone.

20/20

That the applicants shall not sub divide the plot or sub plots if any approved in this order, without getting the sub-divisions previously approved from the Authority granting this permission.

That the applicants shall develop the land strictly in accordance with the sanctioned layout plan within a period of one year from the date of this order by (a) constructing roads, drains etc. to satisfaction of the Collector & the concerned Mun.Authority and (b) by measuring and demarcating the plots by the Survey Department and until the land is so developed, no plot or construction thereon shall be disposed of by him in any manner ;

That if the plot is sold or otherwise disposed of by the applicants it shall be the duty of the applicants to sell or otherwise dispose of that plot to the condition mentioned in this order and sanad and to make a specific mention about this in the deeds to be executed by him.

That the applicants shall be bound to obtain the regular building permission from the Village Panchayat Nilneror before starting construction of the proposed building or other structure if any;

That the applicants should get the building plans approved by the competent authority, where the building control vests in that authority and in other cases, he shall prepare the building plans strictly according to the provisions contained in the Schedule III to appendix the Mah.Land Revenue (Conversion of use of land and N.A. Assessment) Rules, 1969, and get them approved by the Collector, Thane and construct the building according to the sanctioned plans.

That the applicants shall maintain the open margin distance shown in the enclosed plan.

That the applicants shall commence the N.A. use of the land within the period of one year from the date of this order unless period is extended from time to time for which the permission shall be deemed to have been cancelled.

That the applicants shall communicate the date of commencement of the N.A. use of the land and/or any change in the use of it to the Tahsildar Vasai through Talathi within one month failing which it will be liable to be dealt with under Rule 6 of the Mah.Land Revenue (Conversion of use of land and N.A. Assessment) Rules, 1969.



That the applicants shall pay the N.A.A. in respect of the land at the rate of Rs. 0-01 per sq.mtr. from the date of commencement of the N.A. use of the land for the purpose of which the permission is granted. In the event of any change in the use of the land, the N.A.A. shall be liable to be revised at the different rate, irrespective of the fact that the guarantee period of N.A.A. already levied is to be expired.

That the applicants shall pay the measurement fee within one month from the date of commencement of N.A. use of the land.

That the N.A. shall be guaranteed for the period ending 31-7-1991 after which it shall be liable for revision at revised rate.

That the area and the N.A.A. mentioned in this order and the sanad shall be liable to be altered in accordance with the actual area found on measuring the land by the Survey Department.

That the applicants shall construct substantial bldg. or other structure, if any, in the land within a period of five years from the date of commencement of the N.A. use of the land. This period may be extended by the Collector in his discretion, on payment by the grantee such fine premium as may be imposed as per Govt. orders.

That the applicants shall be bound to execute a sanad in form as provided in schedule IV appended to the Mah. Land Revenue (Conversion of Use of Land and N.A.A.) Rules, 1960 embodying therein all the conditions of this order, within a period of one month from the date of commencement of the N.A. use of the land.

That the applicants shall get the N.A. plot measured through the District Inspector of Land Records and if any difference in the plot area found in a large scale revised plan should be prepared and get it approved from the Collector as mentioned by the A.D.T.P. Thane.

The undersigned is at liberty to modify or amend any of the conditions from time to time and the holder shall be liable to abide by them.

(b) If the grantee contravenes any of the conditions mentioned in this order and those in the sanad, the Collector may without prejudice to any other penalty to which he may be liable under this provisions of the code continued in the said land/plot in the occupation of the applicant on payment of such fine and assessment as he may direct.

(c) Notwithstanding any thing contained in clause (a) shown above, it shall be lawful for the Collector of Thane to direct the removal or alteration of any building or structure erected in the land contrary to the provision of this grant within such time as it may be specified in that behalf by the Collector Thane and such removal or alteration not being carried out within the specific time, he may cause the same to be carried out, and



5
recover the cost of carrying out the same from the applicants as on arrears of land revenue.

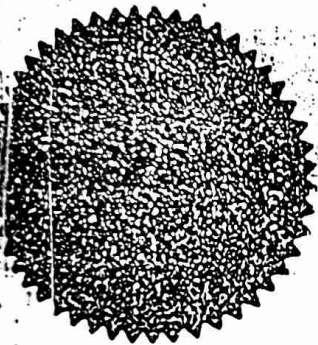
- 26) The grant of this permission is subject to the provisions of any other laws for the time being in force and that of any other laws for the time being in force and that may be applicable to the relevant other facts of the case the Bombay Tenancy and Agricultural Lands Act 1948 the Maharashtra Village Panchayat Act, 1965 The Municipal Act, 1965 etc.

(Sd/-)
Collector, Thane.

To,
Shri. Herman J. Vincent,
and others and Shri. Eorina H. Vincent,
of Bombay, 219 Calicut Street,
Ballard Estate, Bombay 400 001.

वसई-3
दस्त <i>eyd</i> २००६
22/26

(With approved plan).



[Signature]
For Collector, Thane.

SEEN ORIGINAL
CERTIFIED TO BE TRUE COPY



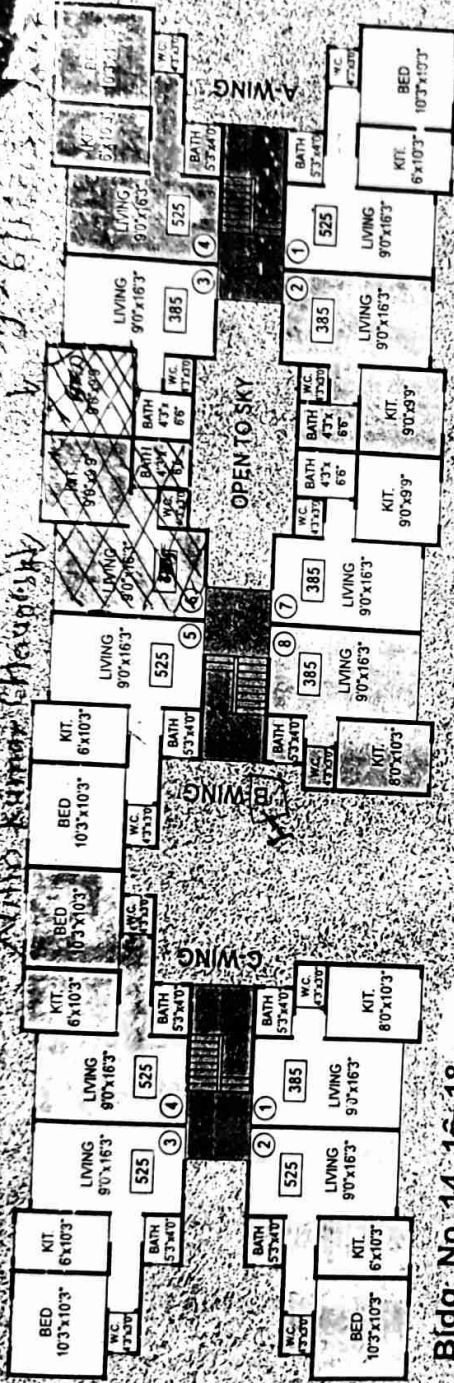
[Signature]
24/11/12

H. N. KONDEKAR
Advocate & Notary,
41, AHS Chambers,
Thurston Lane,
BOMBAY-400 023



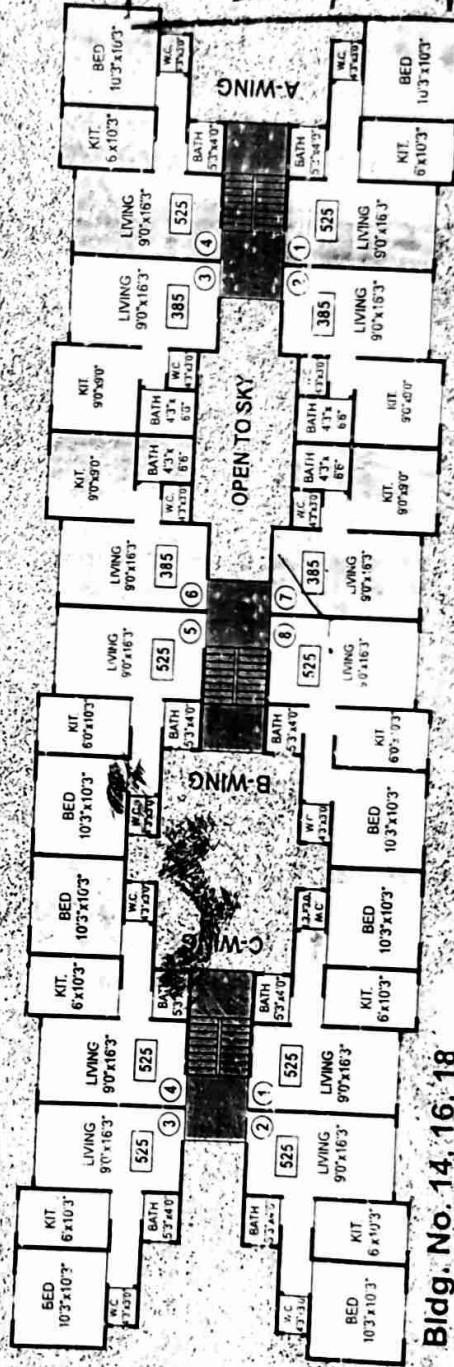
Wagari

GROUND FLOOR PLAN



Bldg. No. 14, 16, 18

TYPICAL FLOOR PLAN



Bldg. No. 14, 16, 18

Bldg. No. 12, 15, 17

दस्तावेज नं. 23/26
23/26



Bldg. No. 12, 15, 17



755	76	75
755	76	75
756	76	79
825.48	76	
4077.20	77	

बस-3
 दस्ता 2008
 28/26

PROFORMA - II

CONTENTS OF SHEET

STAMP OF DATE OF RECEIPT OF PLANS
 Approved as amended in
 Subject to the
 condition mentioned in
 this office No. CIDG/W&A/11/2002
 82-1735/E/1306
 Dt- 11/12/2002

Associate Planner
 (VST)
 Cidco Ltd. Vasai (E)

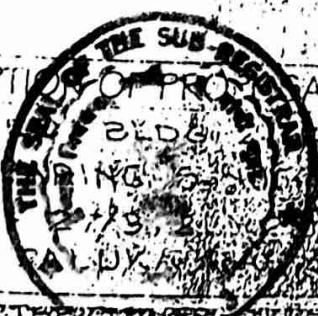
REVISION	DESCRIPTION	DATE	SIGNATURE

CERTIFICATE OF AREA

CERTIFIED THAT THE PLOT UNDER REFERENCE AND THE DIMENSIONS OF THE SITES AND THE AREA SO WORKED AS MEASURED ON THE SITE AND THE AREA SO WORKED AS KNOWN TALLIES WITH THE AREA STATED IN THE DOCUMENTS T.P. COCHINE RECORDS/LAND RECORDS-DEPT. OF SURVEY RECORDS

DESCRIPTION OF PROPERTY AND PROPERTY
 PROPOSED FOR
 PLOT NO. 26/3.2
 MORE

NAME OF THE OWNER



पार्क-3
दस्ता 29/2003
29/20



Wednesday, April 09, 2003
4:53:24 PM

Original
नोटणी 39 म
मार्क: 100

पावती

पावती क्र. : 2452

दिनांक 09/04/2003

गावाचे नाव गोरे

दस्तऐवजाचा अनुक्रमणिका

वसई - 02450 - 2003

दस्ता ऐवज चा प्रकार

गुप्तप्रीती अंगलवजावणी म्हणून नेमणूक

सादर करणाऱ्याचे नाव: मे श्री श्रीस्तयाल विल्डर्स नर्क डाय श्री उमर अ.सिंह पी अ.सयाल

नॉटणी फी

:- 100.00

नक्का (अ. 11(1)), प्लॅटफॉर्मची नक्का (अ. 11(2)),

:- 80.00

रुजवात (अ. 12) व जायजिज (अ. 13) -> एकत्रित फी (4)

एकूण

180.00

आपणारा हा दस्त अंदाजे 5:10PM हा वेळेस मिळेल

दुय्यम निबंधक

बाजार मूल्य: 1 रु.

मोबदला: 1 रु.

भरलेले मुद्रांक शुल्क: 100 रु.



FOR REGISTRATION CHARGES IN 100

7/10/2006
02:40 pm

दुय्यम निबंधकः

वसई 3

दस्त गोषवारा भाग-1

वसई3

दस्त क्र 8950/2006

28/2/06

दस्त क्रमांक : 8950/2006

दस्ताचा प्रकार : करारनामा

क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

नाव: मितीनकुमार जयप्रकाश चौरसिया -
पत्ता: घर फ्लेट नं: -
मालकी रस्ता: न्यु इंदिरा नगर
इमारतीचे नाव: -
इमारत नं: -
पेठ/वसाहत: -
शहर/गाव: गोरेगांव पू
ताबुका: मुंबई
पिन: 63
सैन नम्बर:

लिहून घेणार

वय 30

सही

Mitin Kumar Chaurasia



नाव: मे. श्री ओस्तवाल बिल्डर्स लि चे मॅनेजिंग डायरेक्टर
श्री यु.एस.ओस्तवाल तर्फे कु.मु. श्री मोहन जे राठोड -
पत्ता: घर/फ्लेट नं: -
मालकी रस्ता: -
इमारतीचे नाव: शांतीगंगा
इमारत नं: -
पेठ/वसाहत:

लिहून देणार

वय 50

सही

Mohand J Rathod





दस्त गोषवारा भाग - 2

वसई 3

दस्त क्रमांक (8950/2006)

20120

दस्त क्र. [वसई 3-8950-2006] चा गोषवारा
बाजार मुल्य : 367460 मोबदला 367500 भरलेले मुद्रांक शुल्क : 7400

दस्त हजर केल्याचा दिनांक : 17/10/2006 12:59 PM

निष्पादनाचा दिनांक : 15/10/2006

दस्त हजर करणा-याची सही :

Nitin kumar Chavhan

पावती क्र.: 8952 दिनांक: 17/10/2006

पावतीचे वर्णन

नाव: नितीनकुमार जयप्रकाश चौरसिया - -

3680 : नोंदणी फी

540 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),

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

4220: एकूण

दस्ताचा प्रकार : 25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 17/10/2006 12:59 PM

शिक्का क्र. 2 ची वेळ : (फी) 17/10/2006 01:01 PM

शिक्का क्र. 3 ची वेळ : (कबुली) 17/10/2006 01:02 PM

शिक्का क्र. 4 ची वेळ : (ओळख) 17/10/2006 01:02 PM

दस्त नोंद केल्याचा दिनांक : 17/10/2006 01:02 PM

ओळख :

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

1) आशिष मराठे - , घर/फ्लॅट नं. -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं. -

पेठ/वसाहत: -

शहर/गाव: विरार पू

तालुका: वसई

पिन: -

2) सचिन राजूत - , घर/फ्लॅट नं. वरीलप्रमाणे

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं. -

पेठ/वसाहत: -

शहर/गाव: -

तालुका: -

पिन: -



21

Sachin Raju

दु. निबंधकाची सही
वसई 3



दस्ता क्रमांक

8950 क्रमांकावर नोंदले.

दुय्यम निबंधक, वसई-3

तारीख 90 माहे 90 सन 2006

प्रमाणित करण्यात येते की, या दस्तामळे

एकूण 20 पाने आहून

दुय्यम निबंधक, वसई-3.

तारीख 90 माहे 90 सन 2006