

मूळ दस्त परत मिळाला

71/10598

पावती

Original/Duplicate

Wednesday, December

नोंदणी क्र. :39म

26 ,2012

Regn.:39M

9:35 AM

पावती क्र.: 10774

दिनांक: 26/12/2012

गावाचे नाव: गंधारे

दस्तऐवजाचा अनुक्रमांक: कलन2-10598-2012

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: वेद प्रकाश गुप्ता

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1320.00

पृष्ठांची संख्या: 66

एकूण:

रु. 31320.00

आपणास हा दस्तऐवज अंदाजे 9:55 AM ह्या वेळेस मिळेल आणि सोबत थंबनेल प्रत व CD घ्यावी.

Joint Sub Registrar, Kalyan-2

मोबदला: रु.6968765/-

बाजार मूल्य: रु.5287558 /-

भरलेले मुद्रांक शुल्क :

रु. 418190/-

ATTESTED BY
B. T. KHARAT
B.A.L.L.B.
ADVOCATE & NOTARY
TALUKA-KALYAN
DIST-THANE

1) देयकाचा प्रकार: By Demand Draft रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 296441 दिनांक: 30/11/2012

बँकेचे नाव व पत्ता: State Bank Of India

2) देयकाचा प्रकार: By Cash रक्कम: रु 1320/-

Ved Prakash G

9769114377

File no 6105002942





دي نوجيون کوآپريٽو بنڪ لميٽيڊ (Customer's Copy)
The Nav Jeevan Co-op. Bank Ltd.

Bhawani Saw Mills Compound, Furniture Bazar, Ulhasnagar - 421003.
email: navjeevanbank@gmail.com Tel: 2707291, 2707391 (Franking Dept: 8275093806)

Date	Sr. No.
11/12/12	1323
Franking Value	Rs. 4,18,190/-
Service Charges Rs. 10/- per document	Rs. 10/-
Total Amount	Rs. 4,18,200/-
Rupees (in words)	four one eight two zero zero
No. of Documents	1
Name of stamp duty paying party: Vedprakash Gupta	
PAN No.	ADUP68808D
Name of Counter Party	Vikas Builders
Purpose of Transaction	Agreement
Cheque / DD No.	
Drawn on Bank	
Branch	
<p>Declaration I/We hereby apply for the stamping of the above documents & declare that the information provided by me in this application form is true & correct. I/We accept that The Nav Jeevan Co-op. Bank Ltd. is entitled at its discretion to accept or reject this application without assigning any reason whatsoever. I/We have confirmed the amount to be franked & am solely & fully responsible for the stamp value. I/We will not hold the Bank responsible if the value of stamp franked turns out to be incorrect. I/We agree to submit the original franked document if the impression is distorted incorrectly franked. I/We agree & accept to pay a service charge of Rs. 10/- per impression to the Bank over & above the amount of stamp.</p>	
Name of Purchaser	
Address	
Tel. No.	Signature
(For Bank's Use Only)	
Franking Sr. No.	10751
Cashier / Officer	Authorised Signatory

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For The Nav Jeevan Co-op. Bank Ltd.



Ward No. :- 8C
Village :- Gandhar
Flat Area :- 103.62 sqm
Actual Value :- Rs. 69,68,765/-

ATTESTED BY
B. T. KHARAT
B.A.L.L.B.
ADVOCATE & NOTARY
TALUKA-KALYAN
DIST-THANE

D-5/STPM/C.R.1071/03/07/705-709/2007
THE NAVJEEVAN CO-OP BANK LTD
BHAWANI SAW MILLS COMPOUND
1ST FLOOR NEAR NEW ERA HIGH SCHOOL
ULHASNAGAR - 421 003

भारत 10751
174761
R.0418190/-P86506
INDIA STAMP DUTY MAHARASHTRA
SPECIAL ADHESIVE
DEC 24 2012
12:30

AGREEMENT FOR SALE

This Agreement made at Kalyan

on this 26th day of December 2012

समत मुद्रांक फ्रँकिंग अल्ट्रा व्हायलेट लॅम्प खाली
तपासले व एस.एम.एस / प्रबंधित प्राधिकृत
अधिकाऱ्याशी सुरधनीयतेने साधून,
के बरोबर आढळून आला.
सह. दुय्यम निबंधक कल्याण-२.

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दस्ता क्र. 904EL	२०१२
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- 2 -



Between

M/s. **Vikas Builders and Developers**, a Joint Venture firm, having its office at Shop No. 1 & 2, Sonal Commercial Complex, Opp. Suresh Towers, Near Vegetable Market, Santoshi Mata Road, Kalyan (W), District Thane through its authorized representatives
 1. **Shri Mukesh Gobindram Kimtani, Aged 50 years**
 2. **Shri Sagarmal Chhogmal Jain, Aged 53 years**
 hereinafter called and referred to as the **Promoters** (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors, survivors, administrators and assigns) being the Party of the First Part.

AND

Mr. Vedprakash Gupta - 38 yrs - Senior
Mrs. Savita Gupta - 37 yrs - Housewife
 residing at B-17, Milam park, P E T. colony,
 Dombivli (E) - 421204

hereinafter called and referred to as the Purchaser/s (which expression shall unless it be repugnant to the context or meaning thereof mean and include his / her / their respective heirs, executors, administrators and assigns) being the Party of the Second Part.

WHEREAS Shri Balaram Shankar Karbhari and others were the owners of and / or otherwise well and sufficiently entitled to all that piece and parcel of land lying, being and situated at Village Gandhare, Taluka Kalyan, District Thane within the limits of Kalyan Dombivli Municipal Corporation bearing Survey No. 23, Hissa No. 4 (part) admeasuring 87000 sq. metres;

AND WHEREAS by and under the order passed under the section 8(4) of the Urban Land (Ceiling and Regulation) Act, 1962 bearing No.ULC/ULN/6(1)S.R.-31 dated 15.02.1989 an area admeasuring 25500 sq. metres was declared as retainable land and an area 61500 sq. metres was declared as surplus land;

AND WHEREAS by and under Deed of Conveyance dated 21.09.1994 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No. 4789/1995, Shri Sharad Vishwanath Kapote and Sonyabappu Eknath Kulthe acquired the plot of land lying, being and situated at Village Gandhare, Taluka Kalyan, District Thane within the limits of Kalyan Dombivli Municipal Corporation bearing Survey No. 23, Hissa No. 4 (part) admeasuring 3000 sq. metres forming a part of land declared as retainable land which is hereinafter called the "Plot No.I" more particularly described in the First Schedule hereunder written from Shri Balaram Shankar Karbhari and others;



[Signature]

[Signature] Savita Gupta

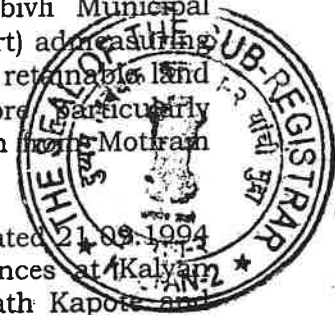


AND WHEREAS by and under Deed of Conveyance dated 21.09.1994 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No. 4790/1995, Shri Vishwanath Gotiram Kapote and Kishor Dattatray Kulthe viz. the Developers No. 1 and Vendor No. 2 acquired the plot of land lying, being and situated at Village Gandhare, Taluka Kalyan, District Thane within the limits of Kalyan Dombivli Municipal Corporation bearing Survey No. 23, Hissa No. 4 (part) admeasuring 3000 sq. metres forming a part of land declared as retainable land which is hereinafter called the "Plot No.II" more particularly described in the Second Schedule hereunder written from Sakharam Shankar Karbhari and others;

AND WHEREAS by and under Deed of Conveyance dated 21.09.1994 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No. 4791/1995 Smt. Manjiri Madan Waikar and Smt. Shantabai Dattatray Kulthe acquired the plot of land lying, being and situated at Village Gandhare, Taluka Kalyan, District Thane within the limits of Kalyan Dombivli Municipal Corporation bearing Survey No. 23, Hissa No. 4 (part) admeasuring 3000 sq. metres forming a part of land declared as retainable land which is hereinafter called the "Plot No.III" more particularly described in the Third Schedule hereunder written from Ashok Shankar Karbhari and others;

AND WHEREAS by and under Deed of Conveyance dated 21.09.1994 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No. 4792/1995 Shri Mukeshkumar Kantiprasad Sharma and Shri Pandharinath S. Salunkhe acquired the plot of land lying, being and situated at Village Gandhare, Taluka Kalyan, District Thane within the limits of Kalyan Dombivli Municipal Corporation bearing Survey No. 23, Hissa No. 4 (part) admeasuring 3000 sq. metres forming a part of land declared as retainable land which is hereinafter called the "Plot No.IV" more particularly described in the Fourth Schedule hereunder written from Motiram Sitaram Karbhari and others;

AND WHEREAS by and under Deed of Conveyance dated 21.09.1994 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No. 4793/1995 Shri Arvind Vishwanath Kapote and Smt. Sagunabai Eknath Kulthe acquired the plot of land lying, being and situated at Village Gandhare, Taluka Kalyan, District Thane within the limits of Kalyan Dombivli Municipal Corporation bearing Survey No. 23, Hissa No. 4 (part) admeasuring 3000 sq. metres forming a part of land declared as retainable and which is hereinafter called the "Plot No.V" more particularly described in the Fifth Schedule hereunder written from Gangaram Sitaram Karbhari and others;



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AND WHEREAS by and under Deed of Conveyance dated 21.09.1994 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.4794/1995 Shri Rajiv alias Rajendra Vishwanath

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Smita Gupta



Kapote and Sau. Prabha Vijay Saraf (Ugaonkar) acquired the plot of land lying, being and situated at Village Gandhare, Taluka Kalyan, District Thane within the limits of Kalyan Dombivli Municipal Corporation bearing Survey No. 23, Hissa No. 4 (part) admeasuring 3000 sq. metres forming a part of land declared as retainable land which is hereinafter called the "Plot No.VI" more particularly described in the Sixth Schedule hereunder written from Shri Dinkar Dunda Karbhari and others;

AND WHEREAS by and under Deed of Conveyance dated 21.09.1994 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.4795/1995 Smt. Sunita Dilip Kapote and Smt. Yashoda Raghunath Kulthe acquired the plot of land lying, being and situated at Village Gandhare, Taluka Kalyan, District Thane within the limits of Kalyan Dombivli Municipal Corporation bearing Survey No. 23, Hissa No. 4 (part) admeasuring 3000 sq. metres forming a part of land declared as retainable land which is hereinafter called the "Plot No.VII" more particularly described in the Seventh Schedule hereunder written from Shri Madhukar Dunda Karbhari and others;

AND WHEREAS by and under Deed of Conveyance dated 21.09.1994 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.4796/1995 Shri Ravindra Vishwanath Kapote and Shri Gajanan Eknath Kulthe acquired the plot of land lying, being and situated at Village Gandhare, Taluka Kalyan, District Thane within the limits of Kalyan Dombivli Municipal Corporation bearing Survey No. 23, Hissa No. 4 (part) admeasuring 2250 sq. metres forming a part of land declared as retainable land which is hereinafter called the "Plot No.VIII" more particularly described in the Eighth Schedule hereunder written from Shri Babasaheb Dunda Karbhari and others.

AND WHEREAS by and under Deed of Conveyance dated 21.09.1994 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.4797/1995 Shri Radhakrishna Eknath Kulthe and Shri Gokul P. Salunkhe acquired the plot of land lying, being and situated at Village Gandhare, Taluka Kalyan, District Thane within the limits of Kalyan Dombivli Municipal Corporation bearing Survey No. 23, Hissa No. 4 (part) admeasuring 2250 sq. metres forming a part of land declared as retainable land which is hereinafter called the "Plot No.IX" more particularly described in the Nineth Schedule hereunder written from Savitribai Parshuram Patil and others;

AND WHEREAS as recited hereinabove the above referred eighteen persons viz.

- (i) Shri Sonyabapu Eknath Kulthe
- (ii) Shri Kishor Dattatray Kulthe,
- (iii) Smt. Manjiri Madan Waikar
- (iv) Smt. Shantabai Dattatray Kulthe
- (v) Shri Mukeshkumar Kantiprasad Sharma
- (vi) Shri Pandharinath S. Salunkhe

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- (vii) Smt. Sagunabai Eknath Kulthe
- (viii) Sau. Prabha Vijay Saraf (Ugaonkar)
- (ix) Smt. Yashoda Raghunath Kulthe
- (x) Shri Gajanan Eknath Kulthe
- (xi) Shri Radhakrishna Eknath Kulthe
- (xii) Shri Gokul P. Salunkhe
- (xiii) Shri Vishwanath Gotiram Kapote
- (xiv) Shri Arvind Vishwanath Kapote
- (xv) Shri Sharad Vishwanath Kapote
- (xvi) Shri Ravindra Vishwanath Kapote
- (xvii) Shri Rajiv alias Rajendra Vishwanath Kapote
- (xviii) Smt. Sunita Dilip Kapote

are thus well and sufficiently entitled to and/or absolutely seized and possessed of the retainable land admeasuring 25500 sq. metres and hereinafter called and referred to as the "Entire Property" by virtue of the above referred nine Deeds of Conveyance however, the mutations in respect of the said nine plots of land remained to be effectuated in the revenue records and the extract of 7/12 in respect of the retainable land as well as the surplus land totally admeasuring 87000 sq. metres still stands in the names of Shri Gangaram Sitaram Karbhari and others;

AND WHEREAS out of the above referred eighteen persons, six persons (serial No. (xiii) to (xviii)) being the Developers viz.

- Shri Vishwanath Gotiram Kapote
- Shri Arvind Vishwanath Kapote
- Shri Sharad Vishwanath Kapote
- Shri Ravindra Vishwanath Kapote
- Shri Rajiv alias Rajendra Vishwanath Kapote
- Smt. Sunita Dilip Kapote

and intending to develop the said entire property admeasuring 25500 sq. metres out of which they are well and sufficiently entitled to the undivided right, title and interest in the portions of land being plot No. I, II, V, VI, VII and VIII as per the above referred deeds of conveyance acquired the development rights in respect of the portions of plot No. III, IV, IX and the remaining undivided right, title and interest in the portions of land being plot No I, II, V, VI, VII and VIII from the Vendors being the remaining twelve persons (serial No. (i) to (xii)) viz.

- Shri Sonyabapu Eknath Kulthe
- Shri Kishor Dattatray Kulthe,
- Smt. Manjiri Madan Waikar
- Smt. Shantabai Dattatray Kulthe
- Shri Shri Mukeshkumar Kantiprasad Sharma
- Shri Pandharinath S. Salunkhe
- Smt. Sagunabai Eknath Kulthe
- Sau. Prabha Vijay Saraf (Ugaonkar)
- Smt. Yashoda Raghunath Kulthe
- Shri Gajanan Eknath Kulthe
- Shri Radhakrishna Eknath Kulthe
- Shri Gokul P. Salunkhe



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under the Development Agreement dated 18.03.1998, and at and for the price/consideration and on the terms and conditions therein contained;

AND WHEREAS as the stamp duty on the said Development Agreement dated 18.03.1998 was not properly paid under the provisions of Bombay Stamps Act, the said document was submitted for adjudication and the Superintendent of Stamps, Thane duly adjudicated the said Development Agreement and accordingly the stamp duty and penalty thereof was paid thereon and the said Development Agreement was further registered along with the deed of confirmation dated 07.07.2008 which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No. 5186/2008;

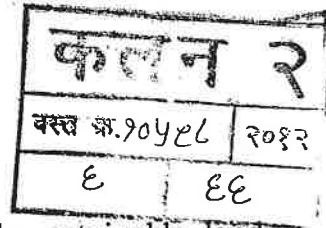
AND WHEREAS out of the above eighteen persons one Gajanan Eknath Kulthe died intestate and his heirs and representatives viz. Smt. Kamal Gajanan Kulthe and Shri Pravin Gajanan Kulthe along with the other owners executed the deed of confirmation on 07.07.2008 accepting and confirming the execution of the Development Agreement dated 18.03.1998 as well as the Power of Attorney dated 31.05.2005 and the terms, conditions, consideration, powers and authorities inter-alia provided therein;

AND WHEREAS by and under virtue of the terms and conditions of the said Development Agreement and further under the powers and authorities conferred upon them under the said Power of Attorney the Developers viz.

Shri Vishwanath Gotiram Kapote
Shri Arvind Vishwanath Kapote
Shri Sharad Vishwanath Kapote
Shri Ravindra Vishwanath Kapote
Shri Rajiv alias Rajendra Vishwanath Kapote
Smt. Sunita Dilip Kapote

are well and sufficiently entitled to develop the retainable land admeasuring 25,500 sq. metres bearing Survey No. 23 Hissa No. 4 (part) at village Gandhare, Taluka Kalyan, hereinafter called and referred to as the Entire Property for the sake of brevity and more particularly described in the Schedule hereunder written together with the absolute authority and right to carry out the construction on the said entire property by joining into partnership or joint venture with any other persons and also to assign and transfer the benefits of the development rights to any person;

AND WHEREAS Shri Balaram Shankar Karbhari and others are the owners of the land being all that piece and parcel of land lying, being and situated at Village Gandhare, Taluka Kalyan, District Thane within the limits of Kalyan Dombivli Municipal Corporation bearing Survey No. 23, Hissa No. 4 admeasuring 87000 sq. metres and out of the said land Shri Balaram Shankar Karbhari have sold the land admeasuring 25,500 sq. meters previously declared as retainable land to Shri Sharad Vishwanath Kapote and others by above referred deeds of conveyance and are entitled to the land admeasuring 61,500 sq. metres being the surplus land;



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AND WHEREAS the said order under the provisions of section 8(4) was duly revised under No. ULC/ULN/6(1)S.R.-31/Gandhare dated 09.11.2004.

AND WHEREAS further by and under the Development Agreement dated 17.08.2005 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No. 5278/2005 on 23.08.2005, the Owners Shri Balaram Shankar Karbhari and others granted the development rights in respect of above said land bearing Survey No. 23, Hissa No. 4 admeasuring 61500 sq. metres declared as surplus land in their favour and in pursuance thereof the said owners Shri Balaram Shankar Karbhari and others also granted the Power of Attorney dated 23.08.2005 registered at the office of office of Sub-Registrar of Assurances at Kalyan under Serial No. 598/2005 on 23.08.2005 in favour of Shri Sagarmal Chhogmal Jain, Shri Chandrakant Shivram Aher and Shri Fatehchand Futarmal Shah;

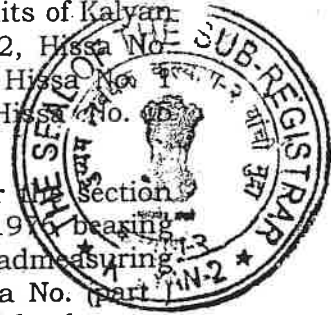
AND WHEREAS the said Shri Sagarmal Chhogmal Jain, Shri Chandrakant Shivram Aher and Shri Fatehchand Futarmal Shah further have followed the requisite procedure under the provisions of Urban Land (Ceiling and Regulation) Act, 1976 and have obtained the revised order under No.ULC/ULN/6(1)S.R.-31/ Gandhare dated 03.05.2006;

AND WHEREAS Smt. Malubai Kashinath Madhavi and others are the owners of and / or otherwise well and sufficiently entitled to all that piece and parcel of land lying, being and situated at Village Gandhare, Taluka Kalyan, District Thane within the limits of Kalyan Dombivli Municipal Corporation bearing Survey No. 22, Hissa No. (part) admeasuring 11760 sq. metres, Survey No. 23 Hissa No. admeasuring 2800 sq.metres and Survey No. 15 Hissa No. admeasuring 11400 sq.metres ;

AND WHEREAS by and under the order passed under Section 8(4) of the Urban Land (Ceiling and Regulation) Act, 1976 bearing No. ULC/ULN/6(1)/SR-5+62 dated 23.06.2006 an area admeasuring 1500 sq. metres forming a part of Survey No. 22 Hissa No. (part) was declared as retainable land and the remaining lands were declared as surplus land;

AND WHEREAS the said Owners have executed a power of attorney in favour of Shri Bharat Chunilal Parekh on 04.04.2002 which is registered at the office of Sub-Registrar of Assurances at Kalyan under No. 1746/2002 and the said owners by and under the Development Agreement dated 16.04.2002 also granted the development rights in respect of the Survey No. 22 Hissa No. (part) along with Survey No. 23 Hissa No. 1 and Survey No. 15 Hissa No. 5 in favour of M/s. Arvind Securities Pvt. Ltd.;

AND WHEREAS the property bearing Survey No. 22(part) being affected by the provisions of the Bombay Tenancy and Agricultural Lands Act, 1948 necessary permission under Section 43 of the said Act for the development of the said property was obtained from the



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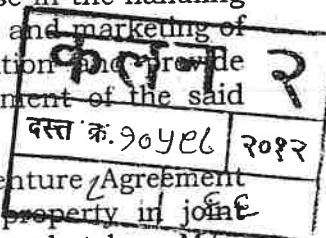
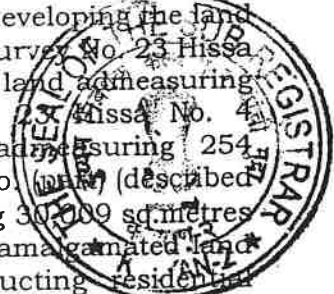
Sub-Divisional Officer, Thane under No.TD/6/KV/V.P./S.R. 113/2005 dated 16.06.2005.

AND WHEREAS the said Owners through their constituted attorney Shri Bharat Chunilal Parekh have executed a power of attorney in favour of Shri Sagarmal Chhogmal Jain, Shri Chandrakant Shivram Aher, and Shri Fatehchand Futarmal Shah on 16.10.2006 which is registered at the office of Sub-Registrar of Assurances at Kalyan under No. 253/2006 and the said owners by and under the Development Agreement dated 06.09.2006 also granted the development rights in respect of the Survey No. 22 Hissa No. (part) along with Survey No. 23 Hissa No. 1 and Survey No. 15 Hissa No. 5 in favour of said Shri Sagarmal Chhogmal Jain, Shri Chandrakant Shivram Aher, and Shri Fatehchand Futarmal Shah;

AND WHEREAS thus they are well and sufficiently entitled to the said property and in possession of the said lands along with all the documents, writings, instruments and papers relating to the said lands.

AND WHEREAS by and under the Joint Venture dated 21.08.2006 made and executed between Shri Vishwanath Gotiram Kapote, Shri Arvind Vishwanath Kapote, Shri Sharad Vishwanath Kapote, Shri Ravindra Vishwanath Kapote, Shri Rajiv alias Rajendra Vishwanath Kapote, Smt. Sunita Dilip Kapote as the Party of the First Part and Shri Sagarmal Chhogmal Jain, Shri Chandrakant Shivram Aher, and Shri Fatehchand Futarmal Shah as the Party of the Second Part and M/s Vikas Builders and Developers as the Promoters herein entered into a joint venture agreement for jointly developing the land admeasuring 25500 sq. metres forming a part of Survey No. 23 Hissa No. 4 (described in the schedules first to ninth), land admeasuring 4255 sq. metres forming a part of Survey No. 23 Hissa No. 4 (described in the schedule Tenth) and land admeasuring 254 sq. metres forming a part of Survey No. 22 Hissa No. (part) (described in the schedule Eleventh) thus totally admeasuring 30,009 sq. metres declared as "retainable land" being a contiguous/amalgamated land (described in the schedule Twelfth) by constructing residential buildings and structures thereon and selling, transferring or disposing of residential units, tenements or other premises to be constructed thereon and prior to the execution of this agreement have been consulting and deliberating among themselves on the subject and the firm in view of its requisite expertise in the handling and supervising construction of, raising finance for and marketing of properties has agreed to extend all the cooperation and provide services and expertise for the successful development of the said land on a joint venture basis;

AND WHEREAS the parties to the said Joint Venture Agreement dated 21.08.2006 have decided to develop the property in joint venture as inter-alia envisaged therein in the name and style as M/s. Vikas Builders & Developers namely the Promoters herein and in the manner as embodied therein.



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AND WHEREAS by and under the powers and authorities vested in M/s. Vikas Builders & Developers, the Joint Venture Firm namely the Promoters herein, the Promoters are well and sufficiently entitled to develop, as a joint venture project, all that piece and parcel of land bearing Survey No. 23 Hissa No.4 (part), Survey No. 23 Hissa No.4 (part) and Survey No. 22 Hissa No. (part) totally admeasuring 30,009 sq. metres lying, being and situate at village Gandhare, Taluka Kalyan, District Thane, hereinafter referred to as the "said entire land" and more particularly described in the schedule hereunder written and further to sell and / or allot the flats, units, premises in the buildings to be constructed on the said entire land at such price and on such terms and conditions subject to the provisions of the said Joint Venture Agreement;

AND WHEREAS Promoters have appointed Shri Dilip Tambade as the Architect who is registered with the Council of Architects and have obtained the Intimation of Disapproval from the Kalyan Dombivli Municipal Corporation bearing No. KDMP/NRV/BP/KV/ 558-239 dated 02.12.2006;

AND WHEREAS in pursuance to the grant of Intimation of Disapproval has complied with all the terms, conditions and stipulations therein contained and finally obtained the Building Commencement Certificate from the Kalyan Dombivli Municipal Corporation bearing No. KDMP/NRV/BP/KV/826-336 dated 29.03.2007 which is duly revised under No. KDMP/NRV/BP/KV/ 112-51 dated 29.05.2008 and further revised under No. KDMP/NRV/BP/KV/ 422-198 dated 19.12.2008;

AND WHEREAS the said land admeasuring 28,726 sq. metres bearing Survey No. 23 Hissa No. 4 (part) and Survey No. 22 Hissa No. (part) of village Gandhare, Taluka Kalyan stands converted to non-agricultural assessment by and under the order of the District Collector, Thane bearing No. Mahasul/K-1/T-7/NAP/SR-191/2006 dated 01.03.2007;

AND WHEREAS the Promoters have given the clear inspection of the sanctioned plans to the Purchaser and have brought to the knowledge of the Purchaser that the said entire project also interalia provides for future expansion of the said project by constructing additional buildings/structures as well as include the further consumption and utilisation of the transfer of development rights, staircase floor space index, permitted increases in floor space index, floor space index of certain amenity area as well as recreation spaces and exploitation of the entire available potentiality of floor space index and has represented and brought to the notice of the Purchaser and the Purchaser is fully aware and having the true and correct knowledge that the scheme of construction presently undertaken by the Promoters will be further suitable altered, modified and revised from time to time;

AND WHEREAS in pursuance to the sanctioned plans and permissions as recited hereinabove and further grant of revisions

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and renewals thereto from time to time, the Promoters have commenced the construction work of the proposed buildings on said entire property;

AND WHEREAS the Purchaser/s has/have demanded from the Promoters and the Promoters have given the inspection of all the documents of title relating to the said land to the Purchaser and the plans, designs, specifications prepared by the Promoters Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as "the said Act") and the rules made there under;

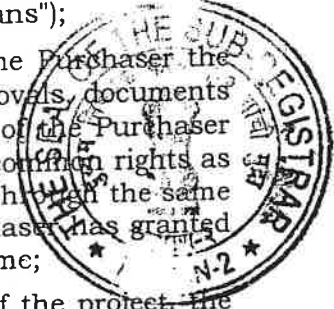
AND WHEREAS the copies of Certificate of Title issued by the Advocate of the Promoters to the said property and copies of extracts of 7/12, the list of amenities to be provided and the floor plan approved by the local authority have been annexed hereto and marked as Annexure "A", "B", "C" & "D" respectively;

AND WHEREAS the Promoters have got approved from the concerned local authority the plans, specifications, elevation and details of The Said Building (hereinafter referred to as "the said plans");

AND WHEREAS the Promoters have provided to the Purchaser the copy of orders, sanctioned plans, permissions, approvals, documents of title and have clearly brought to the knowledge of the Purchaser and the Purchaser is fully aware of the covenants, conditions, rights as appearing on the sanctioned plans and after going through the same and being fully satisfied about the same, the Purchaser has granted his / her express and irrevocable consent for the same;

AND WHEREAS the Purchaser has seen the site of the project, the progress of work of construction of the said buildings;

AND WHEREAS the Promoters have given the clear inspection of the sanctioned plans to the Purchaser and have brought to the knowledge of the Purchaser that the said entire project also interalia provides for future expansion of buildings as well as include the further consumption and utilisation of the transfer of development rights, staircase floor space index, permitted increases in floor space index, floor space index of certain amenity area as well as recreation spaces and exploitation of the entire available potentiality of floor space index and has represented and brought to the notice of the Purchaser and the Purchaser is fully aware and having the true and correct knowledge that the scheme of construction presently undertaken by the Promoters will be further suitably altered, modified and revised from time to time and thus the purchaser herein is fully aware and having the full and absolute knowledge of the total construction scheme, the number of buildings, recreational facilities and amenity area and the purchaser herein along with the other purchasers will not raise any objection, hindrance or obstruction at the time of formation of society/condominium of apartments its conveyance, demarcation, grant of right of way,



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easement rights and other benefits attached to the said different portions of land as described hereinabove;

AND WHEREAS the Promoters have brought to the knowledge of the Purchaser herein that the club house and recreational facilities in the said scheme of construction will available to the flat / unit purchasers in the said project at the absolute discretion of the Promoters herein and subject to the Purchasers paying the requisite monthly / lump sum charges, deposits and amounts for the same;

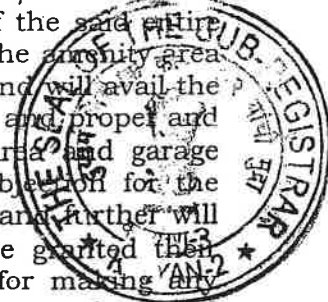
AND WHEREAS the Promoters have brought to the knowledge of the purchaser herein and the Purchaser/s is/are aware that the Promoters during the course of construction and completion of the entire scheme of construction will acquire additional F.S.I., T.D.R., staircase F.S.I. and/or any other incentives and increase in F.S.I. as per the rules and regulations of the Municipal Corporation on the above recited buildings and will further avail, use and consume additional floor space index thereby constructing additional floors, flats and units in the said scheme of construction and will get the plans, amended, revised, modified as the Promoters may deem fit and proper and the Purchaser has accorded his / her express and irrevocable consent for the same;

AND WHEREAS the Promoters have also clearly brought to the notice of the Purchaser during the course of development / construction they will shift and / or convert the amenity area of the said entire project or will further use and utilise the benefit of the amenity area as may be sanctioned by the municipal authorities and will avail the additional construction thereof as they may deem fit and proper and also delete the construction of certain amenities area and garage premises and the Purchaser shall not raise any objection for the same and will not demand the construction thereof and further will not claim any compensation thereof and thus have granted their express and irrevocable consent to the Promoters for making any changes, modifications and revisions in the said entire amalgamated property and / or sanction of plans for the further expansion buildings and commencement and completion of construction work of the same without taking any consent of the Purchaser herein;

AND WHEREAS the Purchaser after verifying the above facts and having the true and correct knowledge of the same and after satisfying himself / herself has expressed his / her express and irrevocable consent for the same and agreed to acquire the flat / unit in the said scheme of construction and the above covenants, rights, privileges and benefits shall always remain valid, subsisting and completely in force and the same will be incorporated in the further writings, documents, deed of assignment, conveyance and / or transfer deeds as and when executed in favour of the cooperative housing society and / or condominium of apartment owners as the case may be and such contents will be irrevocably and expressly agreed, accepted, noted and incorporated in the above referred documents to be executed without raising any objections and obstructions of any nature whatsoever;

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AND WHEREAS relying upon the said aforesaid representations and its express and irrevocable acceptance by the purchaser herein, the Promoters agreed to sell to the Purchaser a Flat so decided price and on the terms and conditions herein after appearing;

Now **this presents witnesseth and it is hereby agreed by and between the parties hereto as follows:-**



1. THE Promoters shall construct the buildings on the said property in accordance with the plans, design specifications approved by the concerned local authority and which have been seen and approved by the Purchaser with only such variation and modification as the Promoters may consider necessary or as may be required by the Kalyan Dombivli Municipal Corporation to be made in them or any of them for which the Purchaser hereby gives consent.

2. THE Purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Purchaser/s the Flat No. 501 on the 5th floor, admeasuring 103.62 sq. mtrs. carpet (which is inclusive of the area of balconies and bathrooms) in the building No (3) Dohla the scheme known as "VASANT VALLEY" and as shown on the floor plan thereof hereto annexed and marked as annexure "C") hereinafter referred to as "the said premises") for the price / consideration of Rs. 69,68,765/- (Rupees Sixty Nine Lakh Sixty Eight thousand Seven hundred Sixty Five) The Purchaser hereby agrees to pay to the Promoters the aforesaid consideration / price in the following manner viz.:-

- (i) 10% paid on or before execution of these presents as earnest money (the payment and receipt whereof the Promoters doth hereby admits, acquits, acknowledges and discharges the Purchaser absolutely and forever)
- (ii) 12% to be paid on completion of plinth
- (iii) 60% to be paid on completion of slabs (04% for each slab)
- (iv) 05% to be paid on commencement of brick work
- (v) 03% to be paid on commencement of plaster work
- (vi) 03% to be paid on commencement of plumbing work
- (vii) 05% to be paid on commencement of electric & tiling work
- (viii) 02% to be paid within seven days from the date of receipt of intimation that the said premises is ready for use and occupation.

THE Purchaser agrees and assures to pay the following amount towards on demand and/or prior to taking the possession of the said flat viz.

- (a) Rs. 4,500/- towards legal charges.
- (b) Rs. 360/- towards entrance fees and share money.
- (c) Rs. 4,500/- towards society formation charges.

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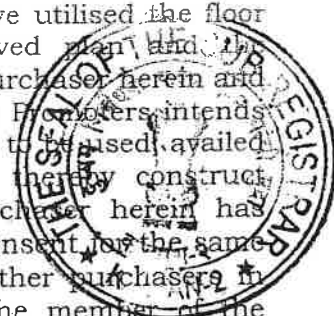
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- (d) requisite charges towards M.S.E.B. meter and water connection charges, windows grill charges - - - - -
- (e) requisite advance of thirty six months towards the maintenance charges in respect of the said flat. (security, lift, MSEB, Common Area Municipal Tax)
- (f) requisite charges towards membership of the club house.
- (g) requisite service tax, value added tax, sales tax and / or any other taxes imposed by the government, semi-government authorities in respect of the sale of said premises.

It is hereby expressly agreed that the time for payment of each of the aforesaid installment of the consideration amount shall be essence of contract. All the above respective payments shall be made within 7 days of the Promoters sending a notice to the Purchaser/s calling upon him / her to make payment of the same. Such notice is to be sent under certificate of posting or registered post A.D./Hand Delivery/Courier at the address of the Purchaser/s mentioned above and this posting will be sufficient discharge to the Promoters/Builders.

- 3. The Promoters hereby agree to observe perform and comply with all the terms, conditions, stipulations if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter.
- 4. The Promoters hereby declare that they have utilised the floor space index as mentioned in the approved plan and the Promoters has brought to the notice of the Purchaser herein and the Purchaser herein is fully aware that the Promoters intends to acquire the transfer of development rights to be used, availed and consumed on the said property and thereby construct additional floors, flats, units and the Purchaser herein has granted his / her express and irrevocable consent for the same and the Purchaser herein along with the other purchasers in personal capacity or in the capacity as the member of the cooperative housing society or any corporate body as the case may be will not raise any objection / hindrance and will render sincere cooperation for the Promoters to consume and avail the T.D.R. and complete the additional construction as per the plans and permissions granted by the Municipal Corporation. It is also expressly brought to the notice of the Purchaser that in the event of Promoters availing additional floors and construction, the number of flats and occupants will increase accordingly and such additional flat purchasers will be entitled to all the facilities of the entire housing complex and the same is known, accepted and confirmed by the Purchaser herein.
- 5. THE Promoters hereby agree that they shall make out clear and marketable title before handing over the possession of the premises to the Purchaser and in any event before the execution of the Conveyance of the said property in favour of a Corporate Body to be formed by the purchasers of the Flats / Other Unit in



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[Signature] Sanita Gupta

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the building to be constructed on the said property and ensure that the said property is free from all encumbrances and that the Promoters have absolute, clear and marketable title to the said property so as to enable him to convey to the said Society such absolute, clear and marketable title on the execution of a conveyance of the said property by the Promoters in favour of the said Society.

6. THE Purchaser agrees to pay to the Promoters interest @ 21% per annum on all the amounts which becomes due and payable by the Purchaser to the Promoters under the terms and conditions of this agreement from the date the said amount is payable by the Purchaser to the Promoters.
7. ON the Purchaser committing default, in payment on due date of any amount due and payable by the Purchaser to the Promoters under this agreement, (including his / her / their proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Purchaser committing breach of any of the terms and conditions herein contained the Promoters shall be entitled to at their option to terminate this agreement and to forfeit the moneys paid by the Purchaser under this agreement.

THE Promoters shall have the first lien and charge on the said flat/premises agreed to be acquired by the Purchaser in respect of any amount due and payable by the Purchaser under this terms and conditions of this agreement.

8. THE fixtures, fittings, and amenities to be provided by the Promoters in the premises and the said building are those that are set out in the Annexure "D" annexed hereto.
9. THE Promoters shall give possession of the said premises to the Purchaser or his / her nominee or nominees on or before 31st Jan 2023 if the Promoters fails or neglect to give possession of the premises to the Purchaser or his / her nominee or nominees by the aforesaid date or dates prescribed in clause (B) of the section 8 of the said Act then the Promoters shall forthwith refund to the Purchaser the amount already received by him in respect of the premises with simple interest @ 9% p.a. from the date of Promoters received the sum till the date the entire amount and interest thereon is refunded by the Promoters to the Purchaser. They shall, subject to prior encumbrances, if any, be a charge of the said land as well as the construction or building in which the premises are situated or were to be situated.

THE Promoters shall be entitled to reasonable extension of time for giving delivery of the said flat / shop / tenement / other unit on the aforesaid date, if the completion of building in which the said flat / shop / other unit is situated is delayed on account of:-

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