



Wednesday, November 29, 2006

3:43:14 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 8250

गावाचे नाव कावेसर

दिनांक 29/11/2006

दस्तऐवजाचा अनुक्रमांक टनन5 - 07843 - 2006

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: रविंद्र दलबिर रावत

नोंदणी फी	:	15000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),	:	1760.00
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (88)	:	
एकूण रु.		16760.00

आपणास हा दस्त अंदाजे 3:57PM ह्या वेळेस मिळेल

अभ्युद्यम निबंधकद्वारे
सह दु.नि.ठाणे 5

बाजार मुल्य: 814905 रु. मोबदला: 1500000रु.
 भरलेले मुद्रांक शुल्क: 57600 रु.
 देयकाचा प्रकार : डीडी/घनाकर्षाद्वारे,
 बँकेचे नाव व पत्ता: अभ्युद्यम को ऑप बँक ;
 डीडी/घनाकर्ष क्रमांक: 825379; रक्कम: 15000 रु.; दिनांक: 18/11/2006

दस्त दिले

515

3

18/11/2006

आदेशानुसार / or order

On account of 38 31891



रु. Rs. 15000/-

अभ्युद्यम को-ऑप. बँक लि. OT TT TL OC TC

For Abhyudaya Co-op. Bank Ltd.

केंद्रीय खाखा विभाग, अभ्युद्यम बँक विल्डींग, सेक्टर १७, वारी, नवी मुंबई ४०० ७०५

Not Over Rs. 15000/- Bhandup, Mumbai-400 078.

ABHYUDAYA CO-OP. BANK LTD.
(Scheduled Bank)

G. N. SHETTY Authorised Signatories

Central Accounts Section, Abhyudaya Bank Building, Sector - 17, Vashi, Navi Mumbai, 400705

S/47

AE

॥ B 25379 ॥ 40006500 ॥

- 9
- 8
- 7
- 6
- 5
- 4
- 3
- 2
- X

टनन - ५
 दस्त : रकम ६८८३२००९
 9/CC



Customer Copy
 Deposit Bk. **DEBIT CARD**
 Pay to: A/cct. No. 1173200010056 Idbi bank A/C stamp duty
 Sr. No. **1173**
 Date **28/11/2006**

Type of Document	h/safe	Special Adhesive
Type of Stamp		
Franching Value	Rs 57600/-	
Service Charges	Rs	
Total	Rs 57600/-	

Name and address of stamp duty paying party
RAVINDRA RAWAT
Vijay Nagar, Bldg. No-4,
KARVERA, Thane (W)
 Cheque / DD No. **28000000000000000000**
 Drawn on bank **ATRAKED ON**
Co-op Bank
4th Floor, New Mumbai
 (For Bank & User's Use)
 Signature of purchaser
 Date

DC No.
 Franching Sr. No.
 Please sign the declaration printed behind

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Thane this 28th day of NOVEMBER, 2006 BETWEEN M/S VIJAY GRIHNIRMAN PVT. LTD., a company incorporated and registered under the provisions of Companies Act, 1956 having its office at 1, Tarlika, Ground Floor, 216, Sir Bhalchandra Road, Matunga, Mumbai 400 019, hereinafter referred to as "the BUILDERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors or successor and assigns) of the One Part AND

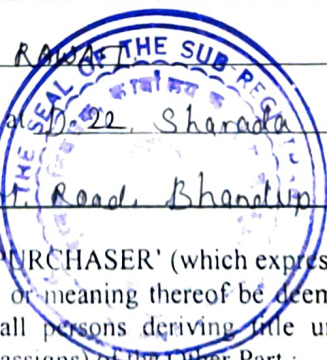
Mr./Mfs. RAVINDRA DALBIR RAWAT.

27. MR. DALBIR SINGH RAWAT

having his/her/its/their address at D-22, Sharada Niwas,

Anand Nagar, J. M. Road, Bhandup (W) - Mumbai - 78.

hereinafter referred to as 'the PURCHASER' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include him/her/it/them and all persons deriving title under or through him/her/it/them and permitted assigns) of the Other Part :



टनन-५
वस्तु कर्यांक 60832000
2/CC

Industrial Development Bank of India Ltd.
 India Ltd Ground Floor,
 G/1 yeshwant Building,
 Near Malhar Cinema, Gokhale
 Road, Naupada, Thane-400602
 D-5/STP/VIC R 1007/05/05/1266
STAMP DUTY MAHARASHTRA
Rs. 00576001-PB5367
NOV 28 2006
47665
174002
12:40

In this Agreement, unless the context otherwise implies the expression defined hereunder shall have the respective meanings assigned to them.

- i. The singular wherever used shall include plural and vice-versa.
- ii. The masculine gender used herein shall include feminine and/or neutral gender wherever applicable.

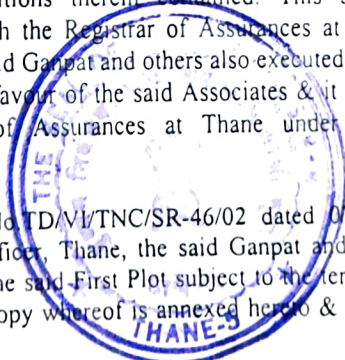
WHEREAS :

(A) (a) Shri Ganpat Hender Patil & others (hereinafter referred to as 'the said Ganpat & others') are the owners of property bearing Survey No. 231 Hissa No. 5(p) admeasuring 900 sq. mtrs ro thereabout (hereinafter referred to as 'the said First Plot') and more particularly decribed in the First Schedule hereunder written under the provisions of Bombay Tenancy & Agricultural Lands Act, 1948 (hereinafter referred to as 'the Tenancy Act');

(b) By and under the Agreement dated 28/10/2001 (hereinafter referred to as 'the First Agreement') the said Ganpat therein referred to as the owner granted development rights of the said First Plot in favour of the M/s Shree Sai Enterprises therein referred to as the Developers (hereinafter referred to as 'the said Sai') at or for the consideration and upon the terms and conditions therein contained;

(c) By and under the Agreement dated 20/02/2002 (hereinafter referred to as 'the Second Agreement') the said Sai therein referred to as the Party of the Second Part granted development rights of the said First Plot with the consent of the said Ganpat and others therein referred to as the Confirming Party, together with the benefits acquired by and under the First Agreement in respect of the said First Plot in favour of the Vijay Associates (hereinafter referred to as 'the said Associates) at or for the consideration and upon the terms and conditions therein contained. This Second Agreement is duly registered with the Registrar of Assurances at Thane under Serial No. 751/2002. The said Ganpat and others also executed Power of Attorney dated 20/02/2002 in favour of the said Associates & it is duly registered with the Registrar of Assurances at Thane under Serial No.39/2002;

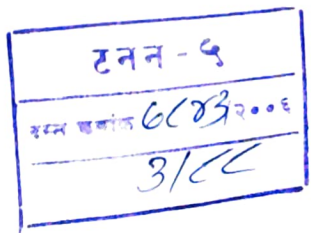
(d) By Order bearing No TD/VI/TNC/SR-46/02 dated 07/06/02 passed by the Sub-Divisional Officer, Thane, the said Ganpat and others have been permitted to develop the said First Plot subject to the terms and conditions therein contained. A copy whereof is annexed hereto & marked as Annexure 'A';



N

[Handwritten signature]

[Handwritten signature]



(O) The Builders have displayed and/or kept Xerox copies of the documents, plans and specifications referred to in above clause as per Sec.3 of the MOF Act at the site and permitted the Purchaser to take inspection thereof.

(P) The Purchaser has applied to the Builders for allotment of Flat bearing No. 31 on 3rd floor in the Building No. 3 of Vijay Vatika being constructed on the said properties. The copy of the plan of the said flat is hereto annexed and marked as Annexure 'P'.

(Q) The Purchaser has also inspected the said properties and has himself fully acquainted with the state thereof and has agreed to acquire the aforesaid flat from the Builders on what is popularly known as ownership basis at and for the price and on the terms and conditions and covenants mutually agreed upon by and between the parties hereto.

(R) Relying upon the said application and agreement, the Builders have agreed to sell to the Purchaser the aforesaid flat at the price and on the terms and conditions hereinafter appearing.

(S) Under Sec.4 of the MOF Act, the Builders are required to execute a written agreement for sale of the aforesaid flat to the Purchaser being in fact these presents and also to register the said Agreement for Sale under the MOF Act.

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

1. The Builders shall construct the buildings on the said properties comprising of ground and 7 or more upper floors (hereinafter referred to as "the said Buildings") in accordance with the building plans sanctioned by the Corporation with only such variations and modifications as the Corporation or the Builders may deem fit and the Purchaser hereby consents to the same. PROVIDED THAT if such variations or modifications adversely affect the area of the flat agreed to be purchased by the Purchaser, then and in such event, the Builders shall obtain consent of the Purchaser in writing. The Builders shall, however be entitled to make any variations, alterations or amendments in the said plans or specifications of the said Buildings and/or layout plans if desired by the Builders or if required to be made for the purpose of meeting any requisition, objection or requirement of the Concerned Authorities. The Purchaser shall not object to the aforesaid and hereby grants irrevocable consent to the same.

✓


9



एनन-५
दस्तावेज संख्यांक GCB/२००६
१०/८८

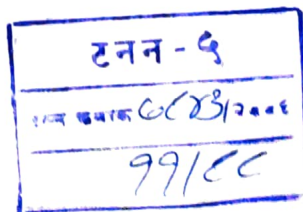
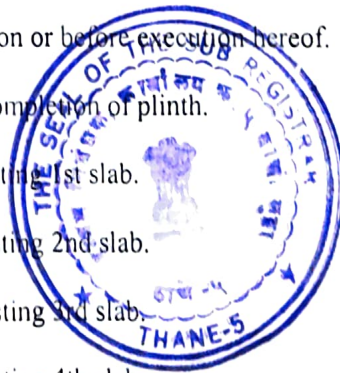
2. The Purchaser has prior to the execution of this agreement satisfied himself with the title of the Owners of the First to Third Plots (hereinafter collectively referred to as 'the Owners') to their respective property including the Agreements and other documents referred to hereinabove and the Purchaser hereby agrees & confirms that he shall not be entitled to further investigate the title and the rights, powers and authorities of the Builders and no requisition or objection shall be raised by the Purchaser on any matter relating thereto or howsoever in connection therewith.

3. The Purchaser hereby agrees to acquire and purchase from the Builders and the Builders hereby agree to sell to the Purchaser ~~Flat/Duplex Flat/Penthouse/Row House with Terrace attached thereto/Shop~~ bearing No. 31, on the 3rd Floor in Building No. 3 (hereinafter referred to as 'the said building') of Vijay Vatika having carpet area of 484 sq. ft. (which is inclusive of the area of balconies) and bounded by red colour boundary line on the floor plan hereto annexed and marked as Annexure 'S' (hereinafter referred to as "the said flat") at or for a price of Rs. 15,00,000/- (Rupees Fifteen Lakh Only)

(which includes proportionate price of common areas and the facilities appurtenant to the said flat). The list of the amenities to be provided by the Builders in the said flat as well as to the entire nature, extent and description of the common areas & facilities and limited common areas & facilities are set out in Annexure 'T', 'U' & 'V' hereto respectively.

4. The Purchaser hereby agrees to pay to the Builders the aforesaid purchase price of Rs. 15,00,000/- as under:

- Rs. 4,50,000/- (30%) paid on or before execution hereof.
- Rs. 1,50,000/- (10%) on completion of plinth.
- Rs. 90,000/- (6%) on casting 1st slab.
- Rs. 90,000/- (6%) on casting 2nd slab.
- Rs. 90,000/- (6%) on casting 3rd slab.
- Rs. 90,000/- (6%) on casting 4th slab.
- Rs. 90,000/- (6%) on casting 5th slab.
- Rs. 90,000/- (6%) on casting 6th slab.



- i) Rs. 90,000 /- (6%) on casting 7th slab.
- j) Rs. 90,000 /- (6%) (6%) on casting 8th slab.
- k) Rs. 90,000 /- (6%) on completion of tiling of the said flat
- l) Rs. 90,000 /- (6%) at the time of handing over the possession of the said flat.

The Purchaser confirms that the installments payable by the Purchaser under these presents shall be paid on due without any delay or default as TIME IN RESPECT OF THE SAID PAYMENTS OR INSTALLMENTS AND IN RESPECT OF ALL AMOUNTS PAYABLE UNDER THESE PRESENTS BY THE PURCHASER TO THE BUILDERS IS OF THE ESSENCE OF THE CONTRACT. If the Purchaser makes any delay or default in making payment of any of the installments or amounts or commits any default in observing terms and conditions of this Agreement, the Builders shall be entitled at their option either to terminate this Agreement or to charge interest at the rate of 24% per annum on all such amounts and installments from the date of default till payment and/or receipt thereof by the Builders, WITHOUT PREJUDICE to their other rights in law and under these presents; PROVIDED AND ALWAYS that the Power of termination herein contained shall be exercised by the Builders only after giving the Purchaser 15 days prior notice in writing of their intention to terminate this Agreement and specifying the breaches of the terms and conditions on account of which the Builders intend to terminate the Agreement and if the Purchaser continues the default in remedying such breaches as mentioned in the said notice from the Builders. It is further agreed that upon termination of this Agreement as stated herein, the Builders shall, after deducting an amount equal to 20% of the total consideration payable hereunder, refund to the Purchaser the balance of the sale price which the Purchaser may have till then paid to the Builders without any interest on the amount so refundable and upon termination of this Agreement pending refund of the amount as aforesaid, the Builders shall be at liberty to dispose of and to sell the said flat to such person or persons and at such price and on such conditions as the Builders may desire and think fit in their absolute discretion and the Purchaser shall have no objection to the same. However, in case of such sale to third party, the Builders shall within 10 days from the date of such sale, refund the amount received so far after deductions as aforesaid to the Purchaser.

5. It is expressly agreed that right of the Purchaser under this Agreement is restricted only to the flat agreed to be sold by the Builders and right of all the prospective Purchasers of premises in the said Buildings shall be restricted to the land married to the plinth area and all other premises and/or portion or portions of the said properties including the lay out area, roads,

✓

02

02

टनन - ५
दस्ता खर्चांक 6084200६
92/CC

recreation ground etc., shall be the sole property of the Builders and the Builders shall be entitled to deal with and develop the same in any manner as may be deemed fit by them without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever. The Purchaser hereby confirms and consents to the irrevocable right of the Builders to develop the said properties in the manner deemed fit by them without any further or other consent or concurrence from the Purchaser and other Purchasers in future.

6. It is expressly agreed that the Purchaser shall be entitled to the common areas and facilities and amenities alongwith the said flat.

7. The Purchaser shall use the said flat or any part thereof or permit the same to be used only for the purpose for which it is meant and for no other purpose whatsoever.

8. The Builders have informed to the Purchaser that :

a) The Builders intend to develop the said properties to be known as "VIJAY VATIKA".

b) The Builders propose to provide a swimming pool and a Gymnasium on the said properties subject to their receiving necessary consent from the Corporation. In the event of the Builders providing the swimming pool and gymnasium in the second phase, the purchasers of the flats shall be entitled to use the said swimming pool and gymnasium facilities subject to the provisions mentioned in clause No.24 hereinafter appearing.

c) The Builders also propose to installed 100% Diesel Generator Power Back-up system for all flats, staircase, parking , garden, swimming pool, gymnasium, internal road lights and water pump and bore well pumps. The Purchaser shall pay fix charges or charges as per meter reading whichever is higher to the Builders till the charge and management is handed over to the society and thereafter to the society.

d) The Builders are negotiating to purchase and/or acquire development rights in respect of the adjoining property. The Builders shall at their option be entitled to amalgamate the said adjoining property and/or grant the right of way to such adjoining land owners or their assignees.

e) The Builders at their option may form one society in respect of all buildings or form a separate society in respect of each building or group of buildings. In the event of the Builders forming a separate society in respect of each building, they may grant separate lease in respect of the plinth area of each building in favour of each society and conveyance in respect of remaining area in favour of the Federal society.

N

Signature

02

टनन-५
वस्तु क्रमांक 6003/2000
93/CC

Municipal Deposits and Charges includes:-

- f) Rs. 4000/- - Proportionate Share of Taxes
g) Rs. 5000/- - Development Charges
h) Rs. 1300/- - Water Deposit and Connection Charges
i) Rs. 6000/- - Balcony Enclosure Premium

The details of expenses covered under all above are enclosed at annexure 'W'. The Purchaser hereby agrees that he shall not be entitled to question either the quantum of such amount nor claim any interest thereon.

16. The Builders shall utilise the sum of paid by the Purchaser to the Builders for meeting all legal costs, charges and expenses, including professional costs of the Attorneys at law/ Advocates of the Builders in connection with the formation of the said Society or a Limited company as the case may be, preparing rules, regulations and bye/laws and the cost of preparing engrossing the lease/Conveyance.

17. Notwithstanding anything to the contrary contained in this Agreement the Purchaser hereby agrees to contribute to pay his proportionate share towards the costs, charges, expenses, Municipal Taxes and outgoings in respect of the said flat being agreed to be sold hereunder. Such share is to be determined by the Builders having regard to the area of each premises. The Purchaser will not be entitled to ask for adjustment of the deposit amounts mentioned herein against the expenses, Municipal taxes and outgoings.

18. Commencing a week after the information in writing is given by the Builders to the Purchaser that the said flat is ready for use and occupation, the Purchaser shall be liable to bear and pay his proportionate share (i.e. in proportion to the floor area of the said flat) of outgoings (in respect of the said properties and Building) namely local taxes, betterment charges, development charges (by whatever name it is called) or such other levies by the Concerned Local Authority, Collector and/or Government, water charges, insurance, common light, salaries of clerks, salary of watchman, etc., and other expenses necessary and incidental to the management and maintenance of the said properties and the said Building and also the common areas, amenities and facilities in the said properties and the said Building. Until the said Society/Limited Company is formed and the said properties and the said Building transferred to it, the Purchaser shall pay to the Builders such proportionate share of outgoings as may be determined from time to time. The Purchaser further agrees that till his share is so determined he shall pay to the Builders provisional monthly contributions of

12

टनन-९
रकम का चार्ज 6000/2000
90/00

16

THE THIRD SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land bearing Survey No.231, Hissa No.5(p), admeasuring 5410 sq. mtrs. or thereabout situate, lying and being at Village Kavesar, Tal. & Dist. Thane, Registration & Sub-Registration District Thane, within the local limits of the Thane Municipal Corporation.

SIGNED, SEALED AND DELIVERED)

by the withinnamed Builders)

VIJAY GRIHNIRMAN PVT. LTD.)

through its DIRECTOR)

SHRI MAHENDRA M. SHAH)

For VIJAY GRIHANIRMAN PRIVATE LIMITED

M.M.S.
Authorised Sign./Director

in the presence of ...

1. Shakti Paley *SP*

2. Sanhet Kolambekar *SK*

SIGNED, SEALED AND DELIVERED)

by the withinnamed Purchaser)

17. MR. RAVINDRA DALBIR RAWAT *Ravindra*

27. MR. DALBIR SINGH RAWAT *Dalbir Rawat*

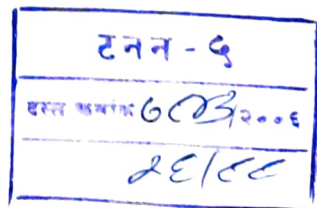
in the presence of ...

1. Shakti Paley *SP*

2. Sanhet Kolambekar *SK*



Ravindra





दस्त गोषवारा भाग-1

दनमऽ
दस्त क्र 7843/2006
८७१८

दुयम निबंणकः
साह दु नि षणो 5

८४३३/२००६

दस्ता क्रमांकः 7843/2006

दस्ता प्रकारः करारनामा

पशकाराचो नाव व पसा

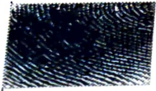
पशकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठस

१ नाव तसेर दलखिर राखत

लिहून घेणार



२ नाव परफोट नं. डी/22

वय 27

सही *D. S. Rawal*

गल्लीरस्ता -

ईमारतीचे नाव अद्या निवास

ईमारतीचे नाव अद्या भण्डुय

देव उपासना

खर नाव मुकई

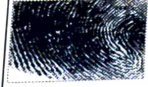
गजुका -

फोन -

पेन नम्बर -

नाव दलखिर सिंग राखत

लिहून घेणार



३ नाव परफोट नं. -

गल्लीरस्ता -

ईमारतीचे नाव करीलप्रमाणे

ईमारत नं. -

देव उपासना -

खर नाव -

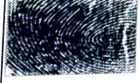
गजुका -

फोन -

पेन नम्बर -

३ नाव मे विजय गृहनिर्माण प्रा लि चे डायरेक्टर महेश एम

लिहून देणार



४ नाव परफोट नं. -

गल्लीरस्ता -

ईमारतीचे नाव विजय नागरी

ईमारत नं. -

देव उपासना कावेसर





दस्त गोषवारा भाग - 2

टननंठ

दस्त क्रमांक (7)

८८१८

दस्ता क्र. दिनांक: 7843-2006) चा गोषवारा

दस्ता क्र. दिनांक: 814905 मोबदला 1500000 मरलेले मुद्राक शुल्क : 57600

दिनांक

पावती क्र.: 8250

पावतीचे वर्णन

नांव: रविंद्र दलबिर रावत

दस्ता हप्तार मुल्य : 814905

दस्ता नोंद केल्याचा दिनांक : 29/11/2006 03:39 PM

दस्ता हप्तार केल्याचा दिनांक : 28/11/2006

निष्ठादनाचा दिनांक : 28/11/2006

दस्ता हप्तार करणा-याची सही : 

15000 : नोंदणी फी

1760 : नक्कल (अ. 11(1)

नक्कल (अ. 11(2)),

रजवात (अ. 12) व छायाचित्र

एकात्रित फी

16760: एकूण

दस्ताचा प्रकार : 25) कसारनामा

शिक्षा क्र. 1 ची वेळ : (सादरीकरण) 29/11/2006 03:39 PM

शिक्षा क्र. 2 ची वेळ : (फी) 29/11/2006 03:44 PM

शिक्षा क्र. 3 ची वेळ : (कबुली) 29/11/2006 03:45 PM

शिक्षा क्र. 4 ची वेळ : (ओळख) 29/11/2006 03:45 PM

दस्ता नोंद केल्याचा दिनांक : 29/11/2006 03:45 PM

ओळख :

खातीत इसम असे निवेदीत करतात की, ते दस्तापेवज करून देणा-याना व्यक्तीशः ओळखतात,

व त्याची ओळख पटवितात.

1) सुनिल - जाधव , घर/फ्लॅट नं. -

गल्ली/रस्ताः -

ईमारतीचे नाव -

ईमारत नं. -

पेट/वसाहत: चि मानपाडा

शहर/गाव: ठाणे

ताबुकाः -

पिनः -

2) चंद्रकांत - कदम , घर/फ्लॅट नं. -

गल्ली/रस्ताः -

ईमारतीचे नाव -

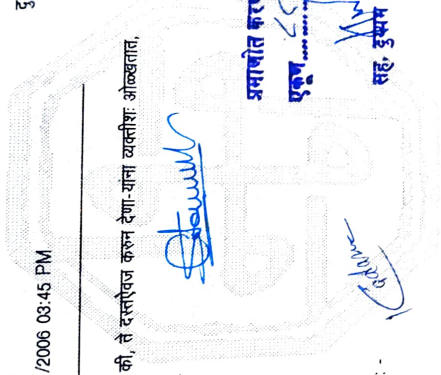
ईमारत नं. -

पेट/वसाहत: वरीलप्रमाणे

शहर/गाव:-

ताबुकाः -

पिनः -



दु. निबंधकाची सही, सह दु. नि. ठा.

अंमोदित करणेत येते की या दस्ताबब

एकूण ८८१८ पाने आहे.

सह, दुसरेम निबंधक ठाणे क्रं. ५

पुस्तक क्रमांक ८८१८३. कर्नाकार नोंदला

(एत. एन. जावळे)

सह दुसरेम निबंधक ठाणे क्रं. ५

मारीख २९.११.२००६. माहे ११. सन २००६

दु. निबंधकाची सही

सह दु. नि. ठाणे 5

