



दस्तक्रमांक व वर्ष: 16181/2011

दुय्यम निबंधक: वराई 3

Thursday, December 22, 2011

6:10:17 PM

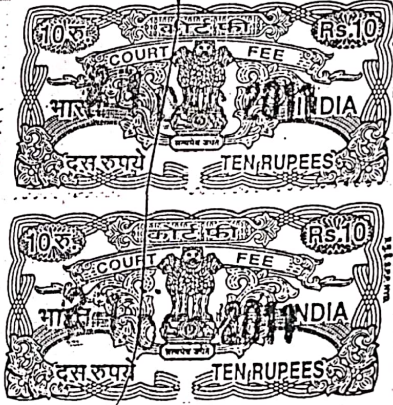
सूची क्र. दोन INDEX NO. II

नोंदणी 63 म.

Regn. 63 n.9.

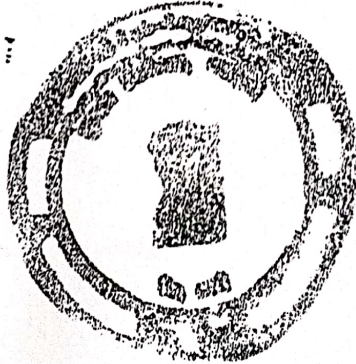
गावाचे नाव : गोखिवरे

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 2,000,000.00 वा.भा. रु. 4,436,000.00
- (2) भू-मापन, पोटहिरसा व घरक्रमांक (असल्यास) (1) सर्वे क्र.: 239 वर्णन: विभाग क्र 3, मोजे गोखिवरे, गाळा नं 104, पहिला मजला, शिवालय इंडस्ट्रियल इस्टेट-2, गोखिवरे, वसई पू
- (3) क्षेत्रफळ (1) 139.935 चौमी विल्टअप
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मे शिवालय एंटरप्रायजेस-तर्फे भागीदार योगेश एस मिश्रा - -; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: एव्हरशार्प सिटी; शहर/गाव: वसई पू; तालुका: वसई; पिन: -; पत्र नंम्बर: ABEFS 5530-J.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) मे विकास फुटवेअर कंपनी लि. तर्फे संचालक विश्वनाथ पुंडलिक देवमाने - -; घर/प्लॉट नं: 1/6; गल्ली/रस्ता: -; ईमारतीचे नाव: लकी मेशन; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: सांताक्रुझ; तालुका: मुंबई; पिन: -; पत्र नंम्बर: AADCV 3855 A.
- (7) दिनांक करून दिल्याचा 22/12/2011
- (8) नोंदणीचा 22/12/2011
- (9) अनुक्रमांक, खंड व पृष्ठ 16181/2011
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 266160:00
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000:00
- (12) शेरा



सत्यप्रत

सह दुय्यम निबंधक वर्ग-2
वसई क्र. 3



such event the amount paid till then by the Gala purchaser to the Owner under this Agreement shall be refunded to the Gala Purchaser without any interest.

53) That on or before delivery of permission of the said Industrial Gala, the Gala Purchaser shall deposit a sum of Rs.600/- (Rupees Six Hundred Only) for share money, application, entrance fee for Society or Liffhitei-3 or Company.

दस्ता क्र. १९९६९	२०११
४३१३३	

FIRST SCHEDULE ABOVE REFERRED TO:

ALL that piece and parcel of N. A. Land bearing S.No.239, admeasuring 1-46-7 H.R, equivalent to 14670 Sq. mtrs or thereabout situate lying and being at Village Gokhivare, Taluka Vasai, District of Thane, and within the limits of registration Sub-Dist of Vasai and within the registration Dist.of Thane.

SECOND SCHEDULE ABOVE REFERRED TO:

ALL That Gala No. १०४ on २-९ Floor, admeasuring १३९९३ Sq. mtrs equivalent to _____ Sq. ft built up area in Building industrial estate known as "SHIVALAY INDUSTRIAL ESTATE II" situate, lying and being on the land more particularly described in the FIRST SCHEDULE hereinabove.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEAL THIS DAY AND YEAR FIRST HEREINABOVE MENTIONED.

SIGNED, SEALED AND DELIVERED

by the Withinnamed OWNERS

M/S. SHIVALAY ENTERPRISES

Through its Partners MR. Yogesh S. Mishra

In the presence of _____

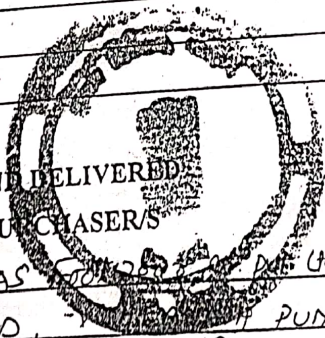


SIGNED, SEALED AND DELIVERED

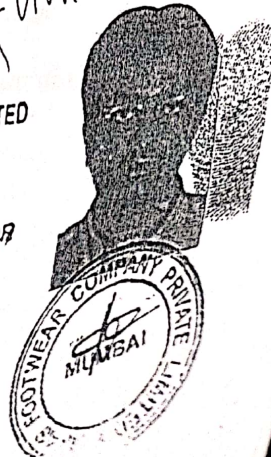
By the Withinnamed PURCHASER/S

SHRISMT/M/S. VIKAS FOOTWEAR PUNJLI

In the presence of M.D. DEY MANE



DEY MANE
DIRECTOR
FOR VIKAS FOOTWEAR COMPANY PRIVATE LIMITED



AGREEMENT FOR SALE

OF

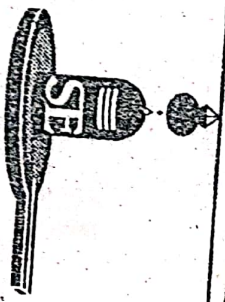
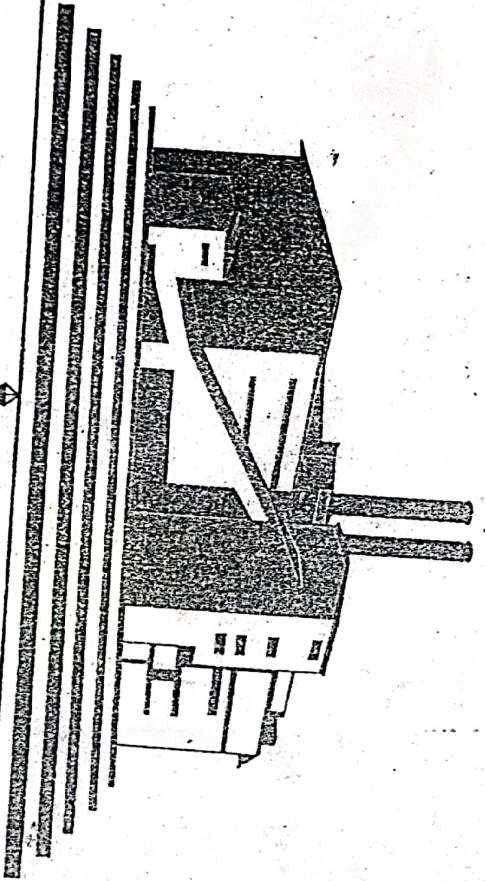
GALANO 104 ON 4ST FLOOR

BUILDING NO. 2

BUILDING KNOWN

AS

Shivalay
INDUSTRIAL ESTATE NO. 2



M/s. Shivalay Enterprises
BUILDERS & DEVELOPERS

A-303, Dattatray Tower, Phase - 1, Evershine City, Vasal (E), Dist. Thane - 401 208.

173

6

12/12/2011



Thursday, December 22, 2011
10:26:09 AM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 16597

गावाचे नाव गोखिवरे

दिनांक 22/12/2011

दस्ताऐवजाचा अनुक्रमांक वसई 3 - 16181 - 2011

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: मे विकास फुटबॉल क्लब प्रा लि. तर्फे संचालक विश्वनाथ पुंडलिक देवमाने

नोंदणी फी	:-	30000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (66)	:-	1320.00
अतिरीक्त मुद्रांक शुल्क	:-	60.00

एकूण रु. 31380.00

आपणास हा दस्त अंदाजे 10:40AM ह्या वेळेस मिळेल

दुय्यम निबंधक
वसई 3

बाजार मूल्य: 4436000 रु. मोबदला: 2000000 रु.
भरलेले मुद्रांक शुल्क: 266100 रु.
देयकाचा प्रकार : डीडी/घनाकर्षाद्वारे;
बँकेचे नाव व पत्ता: एन के जी एस बी बँक;
डीडी/घनाकर्ष क्रमांक: 861320; रक्कम: 30000 रु.; दिनांक: 21/12/2011

बहुमुद्रांक निबंधक, फी-
वसई क्र. 4

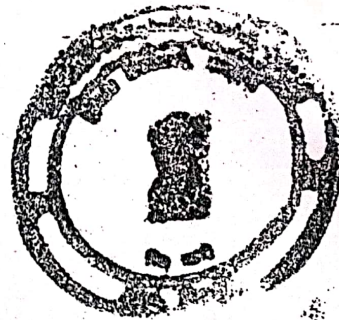
महाराष्ट्र शासन- नोंदणी व मुद्रांक विभाग

मुल्यांकल अहवाल सन 2011

वसई - 3
दस्ता क्र. 4E94/2011
9 1EE

1. दस्ताचा प्रकार : उपनिर्माण अनुच्छेद क्रमांक 214
2. सादरकर्त्याचे नांव : मे. विकास फ्लोव्हर कंपनी प्रा. लि.
3. तालुका : वसई
4. गावाचे नांव : गोखिरे
5. नगरमुमापन क्रमांक/सर्व्हे क./अंतिम भुखंड क्रमांक : 239
6. मूल्य दरविभाग (झोन) : 3 उपविभाग
7. मिळकतीचा प्रकार :- खुली-जमिन निवासी कार्यालय दुकान औदयागि
प्रति चौ. मी. दर 31,700
8. दस्तात नमूद केल्या मिळकतीचे क्षेत्रफळ : 139.935 कार्पेट/बिल्ट अप चौ. मीटर/फुट
9. कारपार्किंग : — गच्ची : — पोटमाळा : —
10. मजला क्रमांक : पहिला उदवाहन सुविधा आहे/नाही
11. बांधकाम वर्षे : — घसारा : —
12. बांधकामाचा प्रकार :- आरसीसी / इतर पक्के / अर्धे पक्के / कच्चे
13. बाजारमूल्य तक्त्यातील मार्गदर्शक सुचना क्र. : — ज्यान्वये दिलेली घट/वाढ
14. लिब्द अॅन्ड लायसन्सचा दस्त : 1. प्रतिमाह भाडे रक्कम —
निवासी/अनिवासी 2. अनामत रक्कम/आगावू भाडे : —
3. कालावधी —
15. निर्धारित केलेले बाजारमूल्य :- 44,38,000/-
20,00,000/-
16. दस्तामध्ये दर्शविलेला मोबदला :-
17. देय मुद्रांक शुल्क : 2,66,100/- भरलेले मुद्रांक शुल्क : 2,66,100/-
18. देय नोंदणी फी : 30,000/-

लिपीक



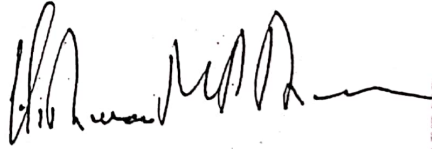
सह दुय्यम निबंधक

प्रतिज्ञा / घोषणापत्र

बार्ड - ३
वरस क्र. १६१६१ / २०११
२ १६६

- मी/आम्ही १) श्री/श्रीमती. ~~मे. विकास फुटव्हेर कंपनी त्या. लि. नेफे~~
२) श्री/श्रीमती. ~~संचालक~~
३) श्री/श्रीमती. ~~विठ्ठलनाथ पुंडळीक देवमाते.~~

सत्य प्रतिज्ञेवर कथन करितो की, दस्तऐवजाची विषयवस्तू असलेली मिळकत ही यापूर्वी खरेदी देणा-याने कोठेही विक्री, गहाण, दान, लीज, मुखत्यार, पोटगी वा इतर अन्य प्रकारे कोठेही जडजोखिमांमध्ये गुंतविलेली नाही. याची नोंदणी कायदा - १९०८ मधील असणा-या शोध (Search) तरतुदीनुसार खात्री करून घेतलेली आहे. तसेच सदर मिळकत ही खरेदी देणार यांच्याच मालकीची आहे. याबाबत सुध्दा अभिलेख पाहून खात्री करून घेतलेली आहे. या मिळकतीबाबत काही वाद उत्पन्न झाल्यास त्याची सर्वस्वी जबाबदारी माझी/आमचीच राहिल याची मी/आम्ही हमी देतो.

१) 

२)

खरेदी घेणार (Purchaser)



र. नं. 31
15-12

दस्तावेज - 3
दस्तावेज क्र. 98969
2011
8123

SCHEDULE OF PROPERTY

Village	Gokhivare	
Survey No.	239	
Building	Shivalay Industrial Estate II	
Registration No.		
Gala No.	<u>104</u>	
Area	Sq.Ft.	<u>134-745</u> Sq. Mtr.
Agreement Value	<u>20,00,000</u>	
Market Value	<u>44,35,000</u>	
Stamp Duty	<u>266,100</u>	
Registration Area	Vasai I/II/III	

Authorised Signatory

PAN NO.:

BUILDER : ABEFS5530J

PURCHASER: AA DCY 38 55



AGREEMENT OF SALE

ARTICLES OF AGREEMENT made at Vasai this 22nd day of Dec. Two Thousand Eleven BETWEEN M/S. SHIVALAY ENTERPRISES a Partnership firm, being Registered under the provision of Indian Partnership Act, -1932 having its office at A/303, Dattatray Tower Phase -1, Evershine City Vasai (East), Tal. Vasai, Dist. Thane hereinafter called and referred to as "THE OWNERS" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean & include the partners for the time being of the said firm their survivors or the last survivors of them, their respective heirs, executors, administrators and permitted assigns) of the FIRST PART

FOR THE KAPOL CO-OP. BANK LTD.
 Authorised Signatory
 THE KAPOL CO-OP. BANK LTD.
 ESTD. 1974
 RAJAWADI, TAL. VASAI, DIST. THANE

SPECIAL ADHESIVE
 10235
 188557
 DEC 14 2011
 16:06
 R-0266100-PB6983
 MAHARASHTRA

(Handwritten signatures)

AND

वस्त क्र. १८९६/२०११

२/१६


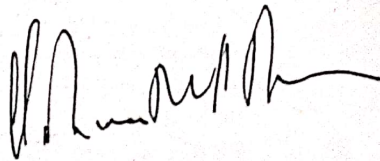
M/S. VIKAS FOOTWEAR Co. Pvt. Ltd. - MD. ASHWANATH PUNDLIK DEYMONC.

ADD:- 1/6, Lucky Mansion, opp. VAKOLA BMC MKT,
SANTACRUZ (E) MUM. 55

(hereinafter referred to as "THE PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his/her heirs, executors, administrators and assigns Partners or Partners for the time being of the said firm and their heirs/ executor administrators and assigns/its successors in business & assigns) of the SECOND PART:

WHEREAS:

- (i) 1) SHRI YOGESH SURESH MISHRA 2) SHRI RASIKBHAI VALLABHBHAI PATEL 3) SHRI KUNAL RASIKBHAI PATEL (hereinafter called as "THE ORIGINAL OWNERS") are absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of Land bearing S.No.239, admeasuring H.R. 1-46-7equivalent to 14670 Sq. mtrs or thereabout assessed at Rs 15.12 situate, lying and being at Village Gokhivare, Taluka Vasai, District of Thane, more particularly described in the FIRST schedule hereunder written.(hereinafter referred to as the "SAID LAND").
- (ii) The original owners had applied to the office of Collector Thane and collector Thane vide its order No.REV/DESK-I/T-IX/SR-114/85 dated 28/05/1986 had granted the permission to convert the said land for N.A. for Industrial use.
- (iii) The original owners has applied to the planning authority of Vasai-Virar Sub-region i.e. CIDCO and the CIDCO vide its order No.CIDCO/VVSR/CC/BP-4318/E/1218 dated 20/04/2008 has sanction the building plan for Industrial Purpose and issued commencement certificate in respect of the said land.
- (iv) By deed of conveyance dated 11/07/2007 registered with Sub-Register Vasai under Document No. Vasai 3-07298/2007 dated 11/07/2007 between SHRI MOHAMMAD YUSUF proprietor of M/S Sagar Developers therein called the vendors and original owners herein therein called purchasers vendors therein had agreed to sale and original owners herein had agreed to sell the said land on consideration and as per the terms and conditions contained therein.
- (v) By deed of declaration dated 05/11/2008 original owners had being partners of owners firm had put the said land into the partnership firm.
- (vi) The owners herein has started the construction of Industrial Estate as per the plan sanctioned by the CIDCO.
- (vii) The Said Industrial Estate shall always be known as "SHIVALAY INDUSTRIAL ESTATE II " and same can not be changed without previous consent of the owners.

 2 

(xix) The Purchaser/s has/have applied to the Owner to sell and/or allot a Gala and the Owner have agreed to sale/ allot the Gala No. 304 on Ground / First Floor (hereinafter for the sake of brevity referred to as the "said Gala" and more particularly described in the second schedule hereunder written) Estate under construction / constructed by the Owner.

(xx) Prior to the execution of these presents, the Purchaser/s has/have paid to the Owner a sum of Rs. 250000/- (Rupees Two Lacs Fifty thousand only) being as advance payment / deposit (the payment and receipt whereof the owners doth hereby admit and acknowledge and of and from the same and every part thereof acquit, release and discharge the Purchaser/s) and the Purchaser has/have agreed to pay to the owners the balance of the sale price in the manner hereinafter provided.

(xxi) In pursuance of the provisions of the Section 4 of the said Ownership Flat Act for the time being in force, an Agreement for the Sale of the Gala is required to be executed and the same is also required to be registered under the provisions of Registration Act, 1908 and this Agreement is accordingly entered into and agreed to be registered as expressly provided hereinafter.

NOW THIS AGREEMENT WITNESSETH AS UNDER :-

- 1) The Owners shall under normal conditions construct the said Industrial Estate to be known and described as "SHIVALAY INDUSTRIAL ESTATE II" consisting of ground and one upper floor on the said property in accordance with the Plans, Designs, Specifications approved by the CIDCO and all other concerned authorities and which have been and accepted by the Purchaser/s with only such variations/modifications or changes as the owners may consider necessary, expedient, proper and requisite or as may be required by the concerned authorities empowered to approve such variations and modifications to be made in them on the building situated at Village Gokhivare, Taluka Vasai, District Thane more fully and particularly described in the third Schedule hereunder written.
- 2) The Purchaser/s has/have prior to the execution of the Agreement satisfied himself/herself/itself/the Purchaser/s about the title of the said land and the Purchaser/s shall not be entitled to further investigate the title of the owners to the said Land and no requisitions or objections shall be raised related to title of the said property. A copy of the certificate of title issued by Shri. Vishwak V. Kaut, Advocate of the Owners is hereto annexed.
- 3) The Purchaser/s hereby agree/s to purchase from the owners and owners the hereby agree to sell to the Purchaser/s the Gala No. 304 on Ground / First Floor admeasuring 139.935 sq.mtrs built-up in the Industrial Estate to be known and described as "SHIVALAY INDUSTRIAL ESTATE II" under construction/constructed by the owners on the land more fully and particularly described in the First Schedule hereunder written as shown on the Floor Plan hereto annexed and more particularly described in the Second Schedule hereunder written, for and at a lump sum consideration of the sum of Rs. 20,00,000/- (Rs. Twenty Lacs Only)

and which consideration has no bearing whatsoever on the actual area of the said Gala. The aforesaid price of the said Gala is inclusive of the proportionate price of the common areas and facilities.

- 4) The Gala Purchaser/s agrees to pay to the owners. aforesaid consideration amount of Rs. 20,00,000/- as under :
 - (a) Rs. 250000/- (Rupees Two Lacs Fifty thousand only) on or before the execution of this Agreement.
 - (b) Rs. 17,50,000/- (Rupees Seventeen Lacs Fifty thousand only) on or before 15/07/2019.
 - (c) Rs. _____/- (Rupees _____ only) on or before _____.
 - (d) Rs. _____/- (Rupees _____ only) on or before _____.
 - (e) Rs. _____/- (Rupees _____ only) against the delivery of the possession of the said gala.

दस्तावेज - 3
दस्तावेज क्र. 98969/2019
दस्तावेज क्र. 98969/2019
20/12/19

- 5) The area of the said Gala agreed to be purchased by the Purchaser/s is on the basis of built-up area. The calculation of the built up area includes proportionately the full thickness of internal and external walls, passages, toilets, staircase and any other area used for amenity to the Industrial Estate such as balcony, meter room, and pump room and fire escape area etc.
- 6) The time for payment of each of the aforesaid installments of purchase price shall be essence of this contract. All the above respective payments shall be made on due dates and the owner shall not be liable to send any notice to the purchasers. The purchasers shall not withhold payment on any account whatsoever.
- 7) All letters, receipts and/or notices to be issued and served upon the Purchaser/s, before the delivery of the said Gala, as contemplated by the Agreement shall be deemed to have been duly issued and served to the Purchaser/s at the address mentioned herein by prepaid post or Under Certificate of Posting and shall duly possession whether as a licensee as hereinafter provided or otherwise whichever is earlier all the letters, receipts and/or notices shall be issued and served upon at the said Gala.
- 8) In the event of the Owners being entitled to construct any additional structure or structures or floor or floors or other alterations or additions in the plan under the bye-laws or rules and regulations of the CIDCO or otherwise or in the event of the owners becoming entitled to construct any structure or structures or alterations and/or additions in the said property by virtue of any alterations or amendments of the Industrial bye-laws or rules and regulations of the CIDCO or otherwise, the owners shall be entitled to carry out construction of such additional structures and/or additions in the said Industrial Estate which is proposed to be constructed/under construction in the said property. The Purchaser/s hereby give/s his/her/its/their irrevocable consent under the provisions of Section 7 of the Ownership Flat Act such additional structure or structures being constructed under such alterations additions or modifications being

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