

(वि.नि. नमूना क्र) (Fin R. Form No.1)

संख्या ११३ म. इ.  
Gen 113 m.e.

*Handwritten signature*

CASE NO. :

COUNTER CODE

DATE: 19/01/99

RECEIPT NO.: 14

मूळ प्रत  
ORIGINAL COPY

(अहस्तातस्वीय)  
(NOT TRANSFERABLE)

**DELIVERED**

शे.का.म. (पत्र) १६८

शासनास केलेल्या प्रदानाची पावती  
RECEIPT FOR PAYMENT TO GOVERNMENT

MUMBAI

ठिकाण / Place

दिनांक / Date 19/01/99

Received from ROLYCAR INDUSTRIES

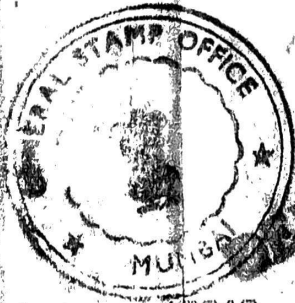
यांच्याकडून /

₹ / Rs 254040.00  
Two Lakh Fifty Four Thou  
and Forty Only

रुपये / Rupees

Two Lakh Fifty Four Thou

On account of 102-(II)



याकरिता मिळाले

mode of Payment:

BANK OF INDIA (BOI) PD NO: 18248 400013050  
SMALL SCALE INDUSTRIES (SSI)  
ADJUSTED ON : 19/01/99

रोखपाल व लेखापाल  
Cashier or Accountant

*Handwritten signature*  
(सही / Signature)  
(पदनाम / Designation)  
Superintendent of Stamp  
Bombay.

SHRI... PRINTING LTD...

**AGREEMENT FOR SALE**

THIS AGREEMENT made at VASAI [Dist. Thane] this 2<sup>nd</sup> Day of February 1999 BETWEEN M/s. SAGAR CONSTRUCTION a partnership firm constituted and registered under Indian Partnership Act 1932, having its office at Vanita Niketan, L.T. Road, Borivali (W), Bombay, hereinafter referred to as 'BUILDERS' (Which expression unless repugnant to the context or meaning thereof, shall mean and include its partner or partners for the time being, constituting the said firm, survivor or survivors of them and their/his/her heirs, executors and administrators of such SURVIVORS of the ONE PART :-

AND

Shri/Smt./M/s. Polycab Industries

Prop. Mr. Bhadrash K. Deliwala

F/7, Bhanguwadi, Kolbadevi Road

Mumbai. 400 002

GENERAL STAMP OFFICE  
TOWN HALL, FORT,  
MUMBAI - 400 023.  
MAH/GSO/001



INDIA  
281975

MAHARASHTRA  
00029

# 1-19883526E

भारत  
'STAMP DUTY

महाराष्ट्र  
SPECIAL ADHESIVE

#

S. V. Tambulkar  
Proper Officer,  
General Stamp Office, Mumbai

*Basic*

*Rs Fifty four thousand six hundred Fifty only received*

hereinafter referred to as 'UNIT PURCHASER' (which expression unless repugnant to the context or meaning thereof shall mean include his/her heirs, assignees, executors and administrators) of the OTHER PART :-

**WHEREAS**

- 1) The BUILDERS are absolutely seized and possessed of or otherwise well and sufficiently entitled to three pieces or parcel or land or ground hereditaments and premises situate lying and being at Village Gokhiware, Taluka Vasai, Dist. Thane [i] bearing Survey No.42, Hissa No.2 [Part], admeasuring 61.4 gunthas [ii] Survey No.44, Hissa No.1 admeasuring 4 gunthas and [iii] Survey No.43, Hissa NO.2 [A] admeasuring 2.5 gunthas aggregating to 67.9 gunthas or thereabouts and more particularly described in the Secedule "A" hereunder written and is hereinafter called the "SAID LAND";
- 2) By a deed of conveyance dated 17th April 1996 and made between SMT. SAKHUBAI RAMCHANDRA PATIL & others therein called the "VENDORS", MESSRS AARJEE ENTERPRISES, therein called the "CONFIRMING PARTIES" and the Builders, herein, therein called the "PURCHASERS" and lodged with the office of the Sub Registrar, Vasai for the consideration therein mentioned the said Vendors at the request of the said Confirming parties sold, conveyed and transferred to the Builders herein the said land described in the Second Shcedule thereunder written which is the same as the Schedule "A" hereunder written on the terms and conditions therein contained.



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- 3) *The Builders have appointed M/s.J.P.Mehta & Associates as Architects and structural designers for the purposes of preparation of plans.*
- 4) *The Builders propose to construct two buildings on the said plot of land.*
- 5) *The construction of one building instead of two buildings on the said land is very convinient and feasioble looking to the shape of the plot of land being rectangular having less width and more length.*
- 6) *The construction of other building is difficult on the said land as per the shape of the said land but is most suitable and expedient only if the adjoining plot being Survey No.40 Hissa No.1 A admeasuring about 6040 sq. mts. hereinafter called the "SAID ADJOINING LAND" is amalgamated with the said land described in the schedule "A" hereunder written.*
- 7) *The said adjoining land belong to said M/s.Arjee Enterprises who has agreed to co-operate in the amalgamation of the said adjoining land with the said land of the Builders and submitting the plan for construction of the other building which will be standing on both the lands i.e. partly on the said land and partly on the said adjoining land.*
- 8) *The said M/s.Arjee Enterprises by their Irrevocable General Power of Attorney dated 26th June, 1996 authorised Mr.Binal Sevantilal Koradia one of the partner in the said firm of the builders herein to apply for and obtain necessary permission and sanction and N.O.C. from all the Government and semi Government*

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bodies and authorities including CIDCO, Collector, Deputy Collector, Assistant Collector and Additional Collector of Thane, Sub Divisional Officers, T.I.L.R. Vasai, the Tehsildar, or any other officer or officers or concerned authorities including Surpanch of Village of Gram Panchayat for the necessary orders, permissions for development and construction of the building on their land in amalgamation with the said land described in the schedule "A" hereunder written.

- 9) The builders applied for and obtained the sanction from CIDCO, the special planning authority for Vasai-Virar sub-region, on 16th June, 1997 bearing No. CIDCO / VVSR / BP - 1804 / E / 407 and by another permission bearing No. CIDCO / VVSR / BP - 1804 / E / 689 dated 5th September, 1997 for construction of two buildings.
- 10) The said permission is legal, valid and subsisting. The Builders are entitled to develop the said land as per terms and conditions of commencement permission of CIDCO as hereinbefore recited.
- 11) The Builders have proposed to construct on the said land INDUSTRIAL SHEDS consisting INDUSTRIAL GALAS, the said construction work known as SAGAR MANTHAN INDUSTRIAL COMPLEX (hereinafter referred to as the "SAID PROPERTY" for brevity's sake) AND WHEREAS the construction work of one building known as "SHUBH" (hereinafter referred to as the "SAID BUILDING")
- 12) On demand of the UNIT PURCHASER the BUILDERS have given inspection to the UNIT PURCHASER/S and delivered to him / them of all documents of title relating



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to the said property, Building Permission, plans, specifications and Agreement/s

13) Unit Purchasers has seen and verified the documents and is satisfied about the same.

14) Copies of Certificate of Title, issued by Shri T. A. Purohit, Advocate for BUILDER, copies of 7/12 abstract and copies of Plans, Specification of UNIT agreed to be purchased by the UNIT PURCHASER have been annexed hereto and marked as SCHEDULE "C" respectively.

15) The BUILDERS have commenced the construction of building as per the sanctioned plans.

16) Builders are entitled to sell the units in both the buildings to the extent of the buildings or portions thereof falling with the said land described in the Schedule "A" hereunder written.

17) The UNIT PURCHASER desires to purchase INDUSTRIAL UNIT on ownership basis and the PURCHASER applied to the BUILDERS for allotment for INDUSTRIAL UNIT NO. 07 on Ground floor in the building no. 01 and known as "SHUBH" on the said property

18) THE BUILDERS have agreed to sell and the PURCHASER has agreed to purchase INDUSTRIAL UNIT No. 07 on Ground floor of the said building (more particularly described in SCHEDULE "B" written hereunder and hereinafter referred to as the SAID UNIT for brevity's sake.)

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- 19) Prior to the execution of this Agreement the UNIT PURCHASER has paid to the BUILDER a sum of Rs. 6,61,500/- (Rupees Six Lacs Sixty One Thousand Five Hundred only) being part payment for the acquisition of the SAID UNIT agreed to be sold to the UNIT PURCHASER and the UNIT PURCHASER has agreed to pay the balance amount in the manner set out hereinafter.

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

1. That the BUILDERS shall construct or put up Building/s consisting of INDUSTRIAL UNITS on the said land described in SCHEDULE "A" in accordance with the plans designs specifications approved by the concerned local authority and which has been seen and approved by the UNIT PURCHASER. That the BUILDERS are entitled to make additions/alterations in the building which are necessary at their sole discretion.
2. That the UNIT PURCHASERS hereby agree to purchase from the BUILDERS and the BUILDERS hereby agree to sell INDUSTRIAL UNIT NO. 07 on Ground floor admeasuring 136.10 square feet or thereabout Built-up area as shown in the Floor Plan annexed hereto in the Building No. 01 known as "SHUBH" situate on the said land, at Village Gokhiware Taluka Vasoi, Dist Thane, (more particularly described in Schedule "B" written hereunder and hereinafter referred to as 'the SAID UNIT' for brevity's sake) at or for a price of Rs. 6,61,500/- (Rupees Six Lacs Sixty One Thousand Five Hundred only). The purchaser hereby



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agrees to pay to Builders the purchase price in the following manner.

i. Earnest money and/or Initial payment, on or before execution of these presents.	10%
ii. On or before completion of plinth work.	25%
iii. On or before completion of R.C.C. Work	10%
iv. On or before completion of Roofwork	10%
v. On or before completion of shutters and windows.	10%
vi. On or before Plaster work.	10%
vii. On or before sanitary and plumbing work.	10%
viii. On or before flooring work.	10%
ix. On or before Possession.	5%
	<hr/>
	100%
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**IT IS HEREBY EXPRESSLY AGREED** that the time for the payment of each of the aforesaid installments of the consideration amount shall be the essence of the contract. All the above respective payments shall be made within seven days of the BUILDERS sending a notice to the UNIT PURCHASER calling upon him/her/them to make payment of the same. Such notice is to be sent Under Certificate of Posting, at the address mentioned hereinafter, to the UNIT PURCHASER and this posting will be sufficient discharge to the BUILDERS.

3. That the UNIT PURCHASER shall make the payment of the balance amount (including his/her/their proportionate share of taxes levied by the concerned local authority and other outgoings) to the BUILDERS AS set out in this Agreement AND IN THE EVENT OF the

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UNIT PURCHASER committing any default in payment of the instalment/s and/or any other dues on the respective due date/s and committing breach of any of the terms and conditions of this Agreement, BUILDERS shall give notice of termination of the Agreement and of breach of terms and conditions of Agreement committed by the UNIT PURCHASER before terminating this Agreement. That in the event of failure of the UNIT PURCHASER in remedying the breach within three months, the BUILDERS shall exercise the option of such termination AND on such termination the BUILDER shall return the earnest money to the UNIT PURCHASER without any interest. AND on such refund and termination the Builders is entitled to deal and dispose of the and sell the UNIT to any person at his own discretion.

4. THE BUILDERS HEREBY AGREES:

- i. TO observe, perform and comply with all terms, conditions, stipulations and restrictions which are imposed by the concerned authority at the time of sanctioning plans.
- ii. TO obtain occupation and/or completion certificate in respect of the building before handing over possession of the said UNITS.
- iii. That for the said land described in SCHEDULE "A" ( on which the BUILDERS are constructing building) 4548-736 square feet <sup>metres</sup> FLOORSPACE INDEX (FSI) is available in respect of the said property.



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- iv. That the BUILDERS have not utilised FSI available for the said property elsewhere.
- v. That the BUILDERS shall provide fixtures, fittings and amenities in the said Building and in the said UNIT as set out in the Schedule "D" written hereunder.
- vi. The BUILDERS shall obtain final N.O.C. from the Director of Industries. Provisional N.O.C. is already issued by the Director of Industries.
5. That the BUILDERS shall give possession of the said INDUSTRIAL UNIT to the UNIT PURCHASER on or before \_\_\_\_\_ That the BUILDERS is entitled to reasonable extension of time for giving possession of the UNIT on the aforesaid date if the completion of Building is delayed on account of non-availability of Steel, Cement, other building materials Water or Electric supply or on account of War, Civil Commotion or Act of God or on account of any Notice, Order, Rule, Notification of Government and/or any Competent Authority.
6. That if the BUILDERS, for the reasons beyond his control, fails to give possession to the PURCHASER by the aforesaid date or dates agreed by and between the parties, then the BUILDERS shall on demand of the UNIT PURCHASER refund all amounts received by him from the UNIT PURCHASER with a simple interest at 10% p.a. to the UNIT PURCHASER. That till the entire refund of amount aforesaid, there shall be charge for the said amount over the said property.

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7. That the UNIT PURCHASER shall take possession of the INDUSTRIAL UNIT within 15 (fifteen) days from the BUILDER giving written intimation to the UNIT PURCHASER to the effect that the said INDUSTRIAL UNIT is ready for use and occupation.
8. That on receipt of such notice by the BUILDERS the UNIT PURCHASER shall be liable to bear and pay proportionate share (i.e. proportion to Floor Area of the said INDUSTRIAL UNIT) of all outgoings in respect of the said land and building viz. Local Taxes, Betterment Charges or such other levies by concerned local authority or Government, Water charges, Insurance, Common Lights, Repairs, Salaries of Chowkidars, Sweepers and all other expenses necessary and incidental to the management and maintenance of the said property.
9. That the UNIT PURCHASER along with other PURCHASERS of INDUSTRIAL UNITS in the said building shall join in forming and registering the society or a limited company, as the case may be, to be known as Sagar Manthan Ind Co-op Society That for the reason and purpose aforesaid the PURCHASER shall sign and execute from time to time the applications for registration and/or membership and other requisite documents necessary for formation and registration of the Society or Limited Company, as the case may be, (including bye laws). That the PURCHASER shall execute, sign and deliver/hand over those documents referred above to the BUILDER within 15 (fifteen) days of the same being forwarded by the BUILDERS, so as to enable the BUILDERS to register the Society or Limited Company, as the case may be. That the BUILDERS shall



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*AND the UNIT PURCHASER along with other UNITPURCHASERS shall contribute towards the payment of the said Development Charges in proportion either to the BUILDERS or directly to CIDCO.*

15. *That the UNIT PURCHASER shall use the said UNIT or any part thereof or permit to be used only for the purpose of INDUSTRY or carrying any industry or business THE UNIT PURCHASER shall use the garage or parking place only for the purpose of keeping or parking the UNIT PURCHASER's own vehicles and the UNIT PURCHASER shall use the said INDUSTRIAL UNIT for industrial purposes only and shall not change the user thereof in any manner whatsoever which may entail any breach of the bye laws, regulations and direction of local or other authorities, terms and conditions of Building permission.*
16. *That within a period of ONE YEAR from the date of handing over possession of INDUSTRIAL UNIT to the UNIT PURCHASER, any defect in UNIT or BUILDING in which the said UNIT is situated or materials used therein in the construction of building is brought to the notice of the BUILDERS by the UNIT PURCHASER then whenever possible the BUILDERS shall rectify the said defects at the costs of the BUILDERS AND in case it is not possible to rectify such defects then the UNIT PURCHASER shall be entitled to receive reasonable compensation from the BUILDERS.*
17. *The UNIT PURCHASER or himself/herself/themselves, with intention to bring all persons into whosoever hands the UNIT may come, hereby covenant with the PROMOTER/BUILDERS as follows:*

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- i. *To maintain the INDUSTRIAL UNIT at the Purchaser's costs in good tenantable repair and conditions from the date of possession of the UNIT is taken AND shall not do or suffered to be done anything in or to the said building in which the said INDUSTRIAL UNIT is situated, staircase or any passages which may be against the rules, regulations or bye laws or concerned local or any other authority or change/alter or made additions in or to the BUILDING and the INDUSTRIAL UNIT or part thereof.*
  
- ii. *Not to store in the UNIT any goods which are hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the UNIT is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy package whose upper floors which may damage or likely to damage the staircase, common passages or any other structures of the building AND in case any damage is caused to the building or to the UNIT on account of negligence or default of the UNIT PURCHASER in this behalf the UNIT PURCHASER shall be liable for consequences of the breach.*
  
- iii. *To carry at his/her/their own costs all internal repairs to the said UNIT and maintain the same in the condition state and order in which it was delivered by the BUILDERS to the UNIT PURCHASER and shall not do or suffering to be*



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*done anything to the building or the the UNIT which may be given the rules and regulations and bye laws of concerned local authority or other public authority AND in the event of the UNIT PURCHASER committing such act in contravention of the above provisions the UNIT PURCHASER shall be responsible and liable for consequences thereof to the local authority and/ or other public authority.*

- iv. *Not to demolish or cause to be demolished the UNIT or any part thereof not at any time make or cause to be made any additions or alterations of whatsoever nature in or to the UNIT or any part thereof not any alterations in the elevations and outside colour scheme of building in which the INDUSTRIAL UNIT is situated and shall keep the portion, sewers, drains, pipes in the UNIT and appurtenances thereto in good tenantable repairs and condition and in particular so as to support shelter and protect the other parts of the building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC pardies or other structural members in the UNIT without prior written permission of the BUILDERS and or Society or Limited Company.*
- v. *Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the said UNIT is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.*

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- vi. *Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said INDUSTRIAL UNIT in the compound or any portion of the said land and the building.*
- vii. *To pay to the BUILDERS within Seven days on demand by the BUILDERS, his/her/their share of Security Deposit demanded by concerned local authority or Government for giving water, electricity or any other service connected to the building.*
- viii. *To bear and pay increase in local taxes, water charges, insurance and such levies, if any, which are imposed by the concerned local authority and/ or the Government and/or other Public Department, of change of user of the said UNIT by the PURCHASER for any purpose other than for Industrial purpose.*
- ix. *The UNIT PURCHASER shall not let, sub-let, transfer, assign or part with the UNIT PURCHASER'S interest or benefit of factor of this Agreement or part with possession of the UNIT PURCHASER until all sums payable by the UNIT PURCHASER to the BUILDERS under this Agreement are fully paid up and only if the PURCHASER had not been guilty of breach or of non observance of any of the terms and conditions of this Agreement and until the UNIT PURCHASER has intimated in writing to the BUILDERS.*



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x. *The UNIT PURCHASER shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments there of may be made from time to time for protection and maintenance of the said building and the INDUSTRIAL UNITS therein and for the purpose of observance and performance of building rules, regulations and bye laws for the time being of the concerned local authority and of the Government and other Public Bodies. The UNIT PURCHASER shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding occupation and use of the said UNIT in the said building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this Agreement.*

xi. *Till execution of CONVEYANCE of land, building the UNIT PURCHASER shall permit the BUILDERS and their surveyors, agents and survivors with or without workmen and others at all reasonable times to enter into and upon the said land and building or any part thereof to view and examine the state and conditions.*

18. *NOTHING CONTAINED in this Agreement is intended so to be nor shall be construed as a grant demise or assignment in law of the said UNIT or of the said plot and building or any part thereof, the UNIT PURCHASER shall have no claim save and except in respect of the said INDUSTRIAL UNIT agreed to be sold to him/her/*

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*them, all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc., will remain the property of the BUILDERS until the said land and building is transferred to the Society or the Limited Company.*

19. *The BUILDERS shall not be liable to share the maintenance charges, electricity charges and water charges in respect of the unsold units. The BUILDERS will bear the local body assessments, if any, and nothing else till all the unsold UNITS are sold.*
20. *Any delay tolerated or indulgence shown by the BUILDERS in enforcing the terms of this agreement or any forbearance or giving of time to the UNIT PURCHASER shall not construe as a waiver on the part of the BUILDER of any breach or noncompliance of any of the terms, and conditions of this agreement by the UNIT PURCHASER nor shall same in any manner prejudice the rights of the BUILDERS.*
21. *The UNIT PURCHASER shall present this Agreement as well as the Conveyance at the office of the Subregistrar, Vasai AND the BUILDERS will attend the said office and admit execution thereof.*
22. *The BUILDERS will be permitted to make additions, alterations or put up any additional structures as may be approved by the local authority or the Government of Maharashtra or any other Competent Authority so as to consume the entire available FSI on the said property, whether sanctioned or not which is available at the time of Society or Limited Company is formed or registered. Such additions, structures or floors shall be the property*



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of BUILDERS and the BUILDERS will be entitled to dispose of the same in any manner as the BUILDERS may deem fit and without adversely affecting the UNIT OF THE UNIT PURCHASER.

23. It is hereby expressly agreed that the BUILDERS shall be entitled to sell the UNITS in the said building and other structures on the said property for INDUSTRIAL USER or for any other use that may be permitted by the local authority and other authorities in that behalf and that the UNIT PURCHASER or his/her/their permitted transferee and/or transferee shall not change the user or any of the UNITS from the aforesaid purposes at any time in future. The UNIT PURCHASER agrees to bear and pay increase in local taxes, water taxes/charges, insurance and such other levies, in any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the UNIT by the UNIT PURCHASER viz., user for any purpose other than for industrial purposes.

24. All notices to be served on the UNIT PURCHASER as contemplated by this Agreement shall be deemed to have been duly served if sent to the UNIT PURCHASER by Registered Post Acknowledgement Due/Under Certificate of Posting at his/her/their address specified below:

M/s Polycab Industries  
prop Mr Bhadrach K Deliwala  
F/7, Bhangwadi, Kabbadevi Road,  
Mumbai - 400 002.



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25. It is also hereby expressly agreed that so long as it does not in any way effect or prejudice the right in favor of the UNIT PURCHASER in respect of the UNIT, the BUILDERS shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of its right, title and interest in the said building and or in the said property or any part there of or open land surrounding the said building and give them as open parking space or in any other manner they deem fit and proper including to assign and/or give on lease or sub-let or sub-lease or otherwise any portion or portion of the said property and the same shall be binding on the UNIT PURCHASER.
26. Till the time of Society or Limited Company is formed and registered, the BUILDERS has reserved the right to give for the purpose of advertising open spaces in the said property either by putting up support and/or by using compound walls for the said purposes on such terms and conditions as the BUILDERS may deem and desire. The said right shall continue to the Society or Limited Company and the same shall be incorporated in the proposed Conveyance/Agreement/Lease. The BUILDERS shall pay a sum of Rs. \_\_\_\_\_ per year to the Society or Limited Company to be formed after the said property is conveyed/assigned/leased to the Society or Limited Company as such provided that if any Municipal rates, taxes, cesses, assessments are imposed on the OWNERS of the said property or the Society in respect of any advertisement/hoarding put on the open space or any other part or portion of the said property, the same shall be borne and paid wholly by the BUILDERS or his nominee. The BUILDERS or his nominee shall be exclusively entitled to the income that may be derived by display of such advertisements at any time hereafter. The



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*UNIT PURCHASER herein shall not be entitled to the same for any reason of the said premises allow or to object to the same for any reason whatsoever and shall allow the BUILDERS, his agents, servants, etc., to enter into the said property including the roof and other open spaces in the said building for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements/hoarding etc. The BUILDERS shall be entitled to transfer or assign such right to any person or persons whom they deem fit, and the UNIT PURCHASER or the proposed Society or Limited Company shall not raise any objection thereto.*

27. *If any portion of the said property is acquired or notified to be acquired by the Government or any other public body or authority at or before the time the Society or Limited Company is formed and registered, the BUILDER shall be entitled to receive all the benefits in respect there of and/or the Compensatory FSI or all other benefits which may be permitted in lieu thereof. The BUILDERS shall also be entitled to use any additional FSI or additional construction that may be permitted by the local body or concerned authority on the said property for any reason whatsoever including FSI in respect of any adjoining or neighboring property. Such additional structures and storeys will be the sole property of the BUILDERS who will be entitled to dispose of the same in any way they choose and the UNIT PURCHASER hereby irrevocably consents to the same. Under the circumstances aforesaid, the UNIT PURCHASER shall not be entitled to raise any objection or to any abatement in price of the UNIT agreed to be acquired by him/her/ them or and/or any compensation or damage on the ground of inconvenience or any other ground whatsoever.*

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**SCHEDULE "A"**

ALL THAT pieces and parcels of land hereditaments and premises situated lying and being at Village Gokhivare, Taluka Vasai, Dist. Thane bearing Survey No.42, Hissa No.2[part] admeasuring 61.4 gunthas and Survey No.44, Hissa No.1 admeasuring 4 gunthas and Survey No.43, Hissa No.2[A] admeasuring 2.5 gunthas aggregating to 67.9 gunthas or thereabout in the Registration District and Sub-District of Vasai-2 and bounded as follows :-

On the East	S. No. 43
On the West	S. No. 41
On the North	S. No. 33, S. No. 34
On the South	S. No. 40, S. No. 44

**SCHEDULE "B"**

ALL THAT Industrial Unit bearing No. 07  
(1470 SQ FT) B.U.  
admeasuring 136.10 Square meters built-up area in the  
Industrial Building known as "SHUBH" on  
Ground floor together with proportionate share of common  
area and facilities appurtenances to the said property in the  
land bearing S. No. 42, H. No. 2 (Pt.), S. No. 44, H. No. 1, S.  
No. 43, H. No. 2(A), part of their Building No. 01 of  
Village Gokhiware, Taluka Vasai, District Thane.

**SCHEDULE "C"**

Xerox copy of 7/12 Abstract is attached.  
Xerox copy of Title Certificate is attached.  
Xerox copy of the Commencement Certificate for the  
development by CIDCO is attached.

IN WITNESS WHEREOF the Parties hereto have  
hereunto set and subscribed their respective hands to these  
presents on the day and the year hereinabove first written.

SIGNED, SEALED AND )  
DELIVERED BY THE )  
WITHIN NAMED BUILDER )  
M/s. SAGAR CONSTRUCTION )  
in the presence of )  
Vikram K. Karadia )

) for SAGAR CONSTRUCTION

[Signature]

(PARTNER)

SIGNED, SEALED AND )  
DELIVERED BY THE )  
WITHIN NAMED PURCHASER/S )  
Sri/Smt./Messrs. Rolycab- )  
Industries. )  
Prop. Bhadrach K. Deliwala. )  
in the presence of )  
[Signature] )

For ROLY CAB INDUSTRIES

[Signature]

Partner



RECEIVED FROM THE )  
WITHIN NAMED PURCHASER/S )  
A SUM OF RUPEES Six Lacs )  
Sixty one Thousand )  
Five Hundred only )  
by way of ~~Token Money/~~ )  
~~Part/Full Purchase Price~~ )  
of these presents )

WE SAY RECEIVED.

Rs. 6,61,500/-

) for SAGAR CONSTRUCTION

[Signature]

(PARTNER)

WITNESS :

1. Vikram K. Karadia
2. [Signature]

53 हिस्सा नं. 2 अ

गा. न. नं. ७, ७ अ व १२

कबजेदार (२६८) (६६६) (११५५) (१६५५)  
(२०१६) (२३१२)

हे.	आर	प्रति आर	एकर	गुंठे
बावणी	०-०२	५		
वराव	-	-		
रक्षण	०-०२	५		

जेससे सागर कडरुवशानेचे  
आगीदार १) खिन्नत शेवंतीलाळ कोडीया  
२) खिन्नत शेवंतीलाळ कोडीया एच यु (एच.यु. एफ) कार्गि सजेश  
३) सजेश शेवंतीलाळ कोडीया  
(एच.यु. एफ) कार्गि सजेश  
शेवंतीलाळ कोडीया  
(२४१६)

गांथ:- गोखिवरे

खालुका:- कसई

इतर हक:- (११५५)

रु.	वे.
	०-४०



कृळ आणि खंड	क्षेत्र (हे. आर ए. गुं.)	रीत	पिके आणि लागवड	क्षेत्र (हे. आर ए. गुं.)	शेरा
स्वतः	०-०२-५	१	आण	०-०२-५	

(सवल वर हुकूम नकल)

तारीख

22 OCT 1997

*SMB*  
तळारी सज गोखिवरे,  
तहसिल बार्दे.

गा. न. नं. ७, ७ अ व १२

स नं. ४४ हिस्सा नं. १ लैको

	ह.	आर	प्रति आर	एकर	गुंटे
क्षेत्र लावणी लायक	०	०४	०		8
पोट खराब	-	-	-		
एकूण	०	०४	०		

	रु.	पै.
आकार ....	०	३५
जुडी अथवा जा. आकार }		
पाणी....		

कबजेदार

जे. सागर कडक व शाणुचे  
आर्गाटार १) बितळ शेवतीला  
कोरडीया  
२) बितळ शेवतीला कोरडीया  
(एच यु एफ) कर्ता बितळ शेवतीला  
कोरडीया  
उत्तरेज शेवतीला कोरडीया  
(एच यु एफ) कर्ता उत्तरेज शेवतीला कोरडीया

गांव:- गोखिबरे

तालुका:- वसई

इतर हक:-

कोरडीया

(283E)

वर्ष	कळ आणि खंद	क्षेत्र (हे. आर ए. गु.)	रीत	पिके आणि लागवड	क्षेत्र (हे. आर ए. गु.)
२०२०	स्वतः	०-०४-०	१	आटा	०-०४-०

(असल वर हुकूम नकल) तारीख

मि. सजा गोखिबरे,  
तहसिल वसई.

गा. न. नं. ७, ७ अ व १२

१२ दिवसा नं. २४

कचजेदार

त्रेसर्ग/सागर कन्स्ट्रक्शनचे मागरीर

- १) बिनव शेवतीछाड कोरडीया
- २) बिनव शेवतीछाड कोरडीया  
(एच.यु.एफ.) कार्ता बिनव शेवतीछाड कोरडीया
- ३) रजेश शेवतीछाड कोरडीया  
(एच.यु.एफ.) कार्ता रजेश शेवतीछाड कोरडीया (२६९६)

गांव:- शोशिवरे

तालुका:- वसाई

इतर हक:-

अ. क्र.	आर	प्रति आर	एकर	गुंटे
०	६९	४		
०	६९	४		

रु.	पै.
	३.३०

आकार ....  
 क्षेत्र अथवा  
 क्षेत्र  
 क्षेत्र

कृळ आणि खंड	क्षेत्र (हे. आर ए. गुं.)	रीत	पिके आणि लागवड	क्षेत्र (हे. आर ए. गुं.)	शेरा
खतः	०.६९.४	१	गवत	०.६९.४	

(अवकाश वरदुकुम नकल)

तारीख  
 5 NOV 1997

*MD*  
 तळोठी सजा गोखिले,  
 तहसिल धरार्.



सिडको

शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

नोंदणीकृत कार्यालय:

निर्मल, दुसरा मजल, नरिमन पॉइंट,

मुंबई - ४०० ०२९.

दूरध्वनी : २०२ २४८९ / २०२ २४२० / २०२ २५७९

फॅक्स : ००-९९-२२-२०२ २५०९ • ग्राम: सिआयटीडब्लूआयएन

मुख्य कार्यालय:

'सिडको' भवन, सी.बी.डी., बेलूरपूर,

नवी मुंबई - ४०० ६९४.

दूरध्वनी : ७५७ ९२४९-४२-४४ / ७५७ ०९९२

७५७ २६३९ / ७५७ ९०६९

फॅक्स : ००-९९-२२-७५७ ९०६६

संदर्भ क्र:

CIDCO/VVSR/BP-1804/E/1889

दिनांक:

5/09/1997.

To,

✓ Shri Bimal S. Koradia, Partner  
M/s. Sagar Construction  
108, Khokhani Bhawan, Station  
Road, Vasai (W), Taluka Vasai  
DIST : THANE.

Sub: Amended Plan Approval for the proposed Industrial Buildings on land bearing S.No.40/1A, 42/2(pt), 43/2A & 44/1(pt), Village Gokhivare, Taluka Vasai, Dist : Thane.

- Ref: 1) Commencement Certificate No.CIDCO/VVSR/BP-1804/E/407 dated 16/06/1997.  
2) Your architect's letter dated 25/08/1997.

Sir,

With reference to your architect's letter referred above, please find enclosed herewith approved amended plans for proposed Industrial Buildings on land bearing S.No.40/1A, 42/2(pt), 43/2A & 44/1(pt), Village Gokhivare, 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 No. CIDCO/VVSR/BP-1804/E/407 dated 16/06/1997 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.

Contd..... 2.



सिडको

# शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

नोंदणीकृत कार्यालय:

'निर्मल', दुसरा मजला, नरिमन पॉईंट,

मुंबई - ४०० ०२९.

दूरध्वनी : २०२ २४८९ / २०२ २४२० / २०२ २५७९

फॅक्स : ००-९९-२२-२०२ २५०९ • ग्राम: सिआयटीडब्लूआयएन

मुख्य कार्यालय:

'सिडको' भवन, सी.बी.डी., बेलूरपूर,

नवी मुंबई - ४०० ६९४.

दूरध्वनी : ७५७ ९२४९-४२-४४ / ७५७ ०९९२

७५७ २६३९ / ७५७ ९०६९

फॅक्स : ००-९९-२२-७५७ ९०६६

संदर्भ क्र:

- 2 -

दिनांक:

10. Less: Paid at the time of ... & now  
Paid 1st Instalment vide Challan No.  
2139 dated 12/06/97 & 1289 dt.04/09/97 : Rs.5,95,945.00
11. Balance development charges to be  
paid as per payment schedule given  
below. : Rs.2,18,194.00
12. Date of assessment : 04/09/1997
13. Water Source development charges  
4848.736 q.m. X Rs.50/- : Rs.2,42,437.00
14. Water Source development charges  
paid vide challan No.2140 dt.12/6/97  
& Challan No.1290 dt.04/09/1997 : Rs.1,15,716.00

13. a) Remaining instalments shall have to be paid on or before  
the due dates mentioned in the table, failing which  
necessary delayed charges will be levied on the de-  
layed period at the rate of 18% p.a.

b) Table:

INS- TAL- MENT	AMOUNT FOR DEV. CHARGES Rs.	AMOUNT FOR WATER SOURCE Rs.	DUE DATE OF PAYMENT	INTEREST Rs.
II	72,731.00	64,359.00	At the time of PCC or 11/6/98 whichever is earlier.	7,764/- + As appl cable a the tim of pay- ment.
III	1,45,463.00	64,360.00	At the time of PCC or 10/6/99 whichever is earlier.	6,470/- + As appl cable a the tim of pay- ment.

Yours faithfully,

  
ASSOCIATE PLANNER/ATPO (VVE)



गृह व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

सिडको

मुख्य कार्यालय,  
दुसरा मजल, नरिमन पॉइंट,  
मुंबई - ४०० ०२९.  
दूरध्वनी : २०२ २४८९ / २०२ २४२० / २०२ २५७९  
००-९९-२२-२०२ २५०९ • ग्राम: सिआयटीडब्लूआयएन

मुख्य कार्यालय:  
'सिडको' भवन, सी.बी.डी., बेलूर,  
नवी मुंबई - ४०० ६९४.  
दूरध्वनी : ७५७ ९२४९-४२-४४ / ७५७ ०९९२  
७५७ २६३९ / ७५७ ९०६९  
फॅक्स : ००-९९-२२-७५७ ९०६६  
दिनांक: ५/०९/१९९७.

CIDCO/VVSR/BP-1804/E/८५०

To,

Shri Binal S. Koradia, Partner  
M/s. Sagar Construction  
108, Khokhani Bhawan, Station  
Road, Vasai (W), Taluka Vasai  
DIST : THANE.

ASSESSMENT ORDER No ५३

Sub: Payment of Development Charges for proposed Industrial Building on land bearing S.No.40/1A, 42/2(pt), 43/2A & 44/1(pt), Village Gokhivare, Taluka Vasai, Dist:Thane.

Ref: Your architect's letter dated 04/09/97.

Sir/Madam,

1. Name of assessee owner / P.A. Holder : Shri Binal S. Koradia, M/s. Sagar Construction
2. Location : Gokhivare
3. Land use (Predominant) : Industrial
4. Gross plot area : 12760.00 Sq.m.
5. Road set back (Internal) : 1133.00 Sq.m.
6. Net Plot Area : 11627.00 Sq.m.
7. Permissible FSI : 0.50
8. Area for assessment:  
a) Plot/land Area : 11627.00 Sq.m. X Rs.45/- = Rs.5,23,215.00  
b) Built up area : 4548.736Sq.m. X Rs.60/- = Rs.2,72,924.00  
c) Const. area given free of FSI : 300.00 Sq.m. X Rs.60/- = Rs. 18,000.00
9. Total development charges : Rs. 8,14,139.00

Contd.... 2.

# शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

पंजीकृत कार्यालय:

निर्मल, दुसरा मजला, नरिमन पॉईंट,

मुंबई - ४०० ०२९.

दूरध्वनी : २०२ २४८९ / २०२ २४२० / २०२ २५७९

फॅक्स : ००-९९-२२-२०२ २५०९ • ग्राम: सिआय्‌टीडब्ल्यूआयएन

मुख्य कार्यालय:

'सिडको' भवन, सी.बी.डी., बेलूरपूर,

नवी मुंबई - ४०० ६९४.

दूरध्वनी : ७५७ ९२४९-४२-४४ / ७५७ ००

७५७ २६३९ / ७५७ ९०६९

फॅक्स : ००-९९-२२-७५७ ९०६६

दिनांक: 5/9/97

संदर्भ क्र:

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 erected or use contrary to the provisions of this grant within the specific time.

3. The Development Charges will have to be paid within the time date as mentioned in the enclosed assessment order.

4. 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 (VVBP)

c.c. to:

M/s. J. P. Mehta & Associates  
Architects  
121-122, Ambika Commercial Complex  
Vasai (E), Taluka Vasai  
DIST : THANE.

**A. PUROHIT**

M.A. LL.B.  
Advocate High Court

Office : Ph. : 267 0054  
111-A, Mahatma Gandhi Road,  
1st Floor, Opp. Clock Tower,  
Fort, B O M B A Y - 400 023.

No. \_\_\_\_\_

Date \_\_\_\_\_ 199

TO WHOMSOEVER IT MAY CONCERN

Re : In the matter of the sole of  
the immoveable property situate  
at Village Gokhivare, Taluka  
Vasai, Dist. Thane and more  
particularly described in the  
Schedule hereunder written.

From

Smt.Sakubhai Ramchandra  
Patil & Ors. ... Vendors

And

M/s.Aarjee Enterprises  
a partnership firm, ... Confirming  
Parties

And

M/s.Sagar Constructions ... Purchasers

This is to certify that I have investigated the  
title of [1] SMT.SAKHUBAI RAMCHANDRA PATIL [Widow], [2]  
SHRI.VIJAY RAMCHANDRA PATIL [son], [3] SHRI SANJAY  
RAMCHANDRA PATIL [son], [4] SMT.SULOCHANA VASUDEO VAITY  
[daughter], [5] SMT.PREMA PRAKASH MHATRE [daughter] [6]  
MISS JAISHREE RAMCHANDRA PATIL [daughter], [7] MASTER  
RISHIKESH RAMCHANDRA PATIL [minor son], [8]SHRI.BHAU DAMA  
PATIL, [9] SMT.TULSIBAI ANANT CHAUDHARI, [10]  
SMT.SAVLUBAI JAGANNATH PATIL, [11] SMT.TAIBAI JANARDAN  
PATIL, [12] SUMANBHAI SAKHARAM PATIL AND [13] SMT.

....2

RANJANABAI JAYWANT VAITY, Vendors hereinabove in respect of the land situate at Village Gokhivare, Taluka Vasai, District Thane and more particularly described in the Schedule hereunder written. I have got the searches available of said land taken by me. I have also examined 7/12 extract and 6/12 extracts. The said land and originally belonged to [1] Mr. Ramchandra Dama Patil [deceased], [2] Shri. Bhau Dama Patil, [3] Smt. Tulsibai Anant Chaudhari, [4] Smt. Savlubai Jagannath Patil, [5] Smt. Taibai Janardan Patil, [6] Smt. Sumanbai Sakharam Patil, [7] Smt. Ranjanabai Jaywant Vaity, their names are shown on 7/12 extracts and 6/12 extracts and other revenue records. The said Ramchandra Patil died on 26th August, 1994 and on his death the names of his heirs viz. aforesaid Vendors nos. 1 [one] to 7 [seven] have been brought on 7/12 extract by mutation entry No. 2312 dated 14-12-1994.

From the above records I am of the opinion that the title of the Vendors hereinabove in respect of the said land described in the Schedule hereunder is clear and marketable, free from all reasonable doubts.



A. PU  
No.

**PUROHIT**

MA LLB  
ADVOCATE High Court


Office Ph: 287 0054  
111 A Mahatma Gandhi Road  
1st Floor Opp Clock Tower  
Fort B O M B A Y 400 023

Date \_\_\_\_\_ 199

**SCHEDULE**

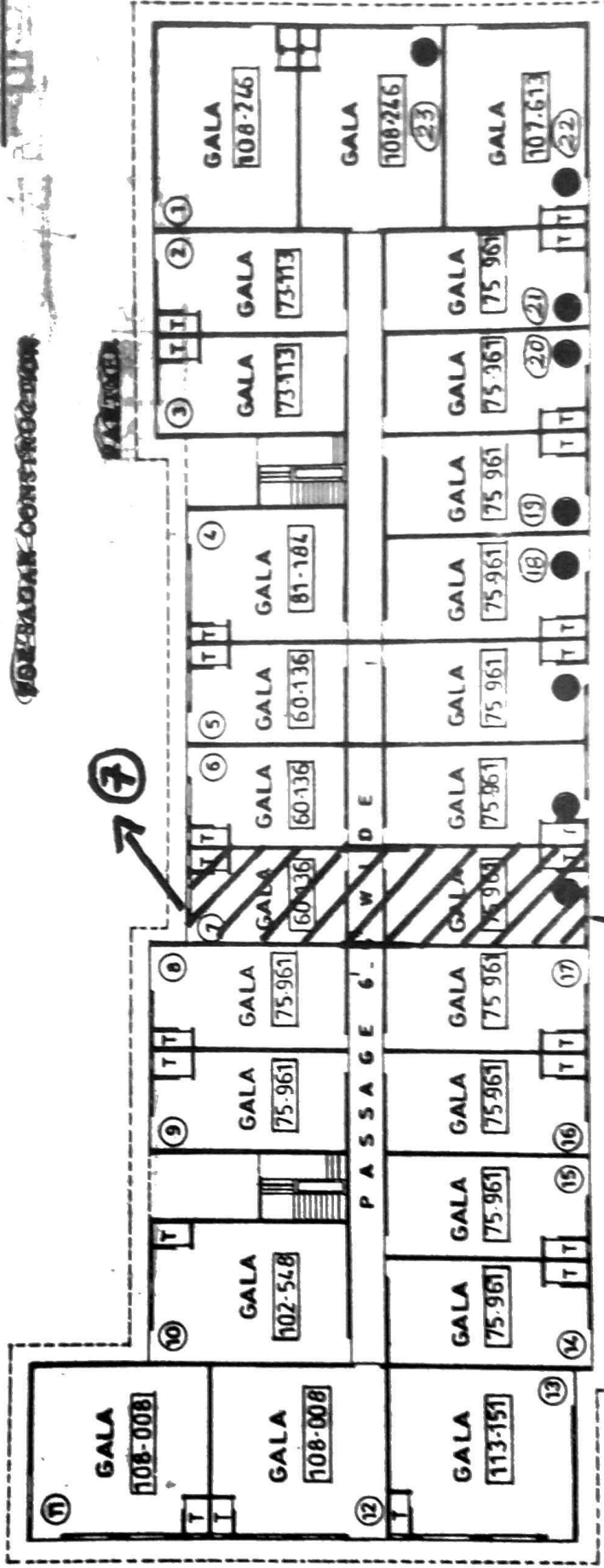
All that pieces and parcels of land, hereditaments and premises, situated, lying and being at Village Borivare, Taluka Vasari, Dist. Thane, bearing Survey No. 40, Hissa No. 2 (part) admeasuring 71.4 Gunthas (7409.4 sq. yds), Survey No. 44, Hissa No. 1, admeasuring 4 Gunthas (484 sq. yds.) and Survey No. 45, Hissa No. 2(A), admeasuring 2.5 Gunthas (302.6 sq. yds.) aggregating to 27.9 Gunthas or thereabout equivalent to 1816 sq. yds. or thereabout.

Monday dated this 19th March, 1976.

  
U. M. PUROHIT  
Advocate

**BLDG NO.1  
SHUBH**

FOR SAGAR CONSTRUCTION



(Area in Sq. Meters)

For ROLYCAB INDUSTRIES

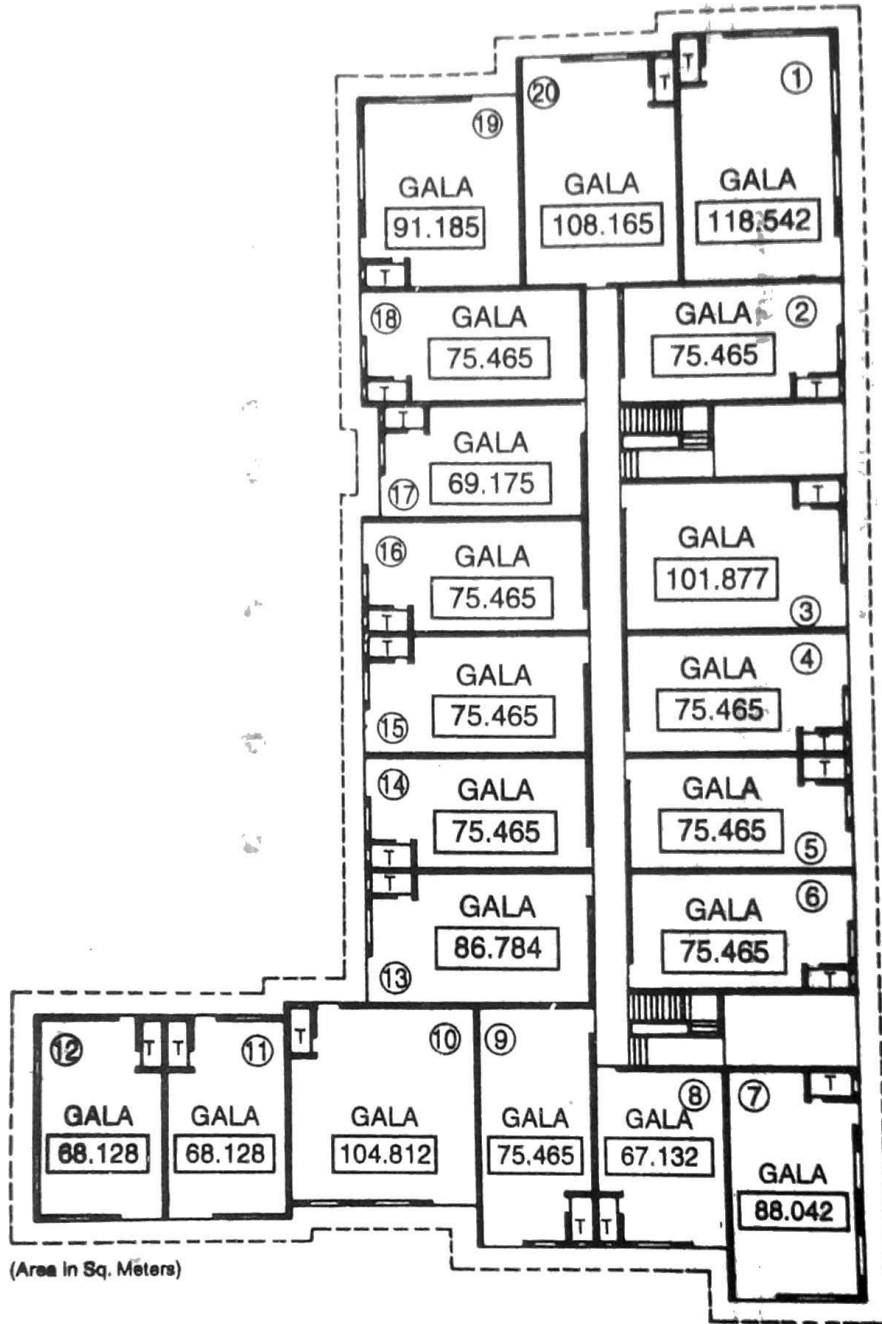
*Prinivaly*  
Proprietor

FOR SAGAR CONSTRUCTION

**GROUND FLOOR PLAN**



BLDG. NO. 2  
**SHREE**



**GROUND FLOOR PLAN**

