



Thursday, January 04, 2007

6:53:32 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 113

गावाचे नाव नेरुळ

दिनांक 04/01/2007

दस्तऐवजाचा अनुक्रमांक टनन3 - 00110 - 2007

दस्ता ऐवजाचा प्रकार अभिहस्तांतरणपत्र

सादर करणाराचे नाव: श्री राकेश कुमार अगरवाल

नोंदणी फी

:- 100.00


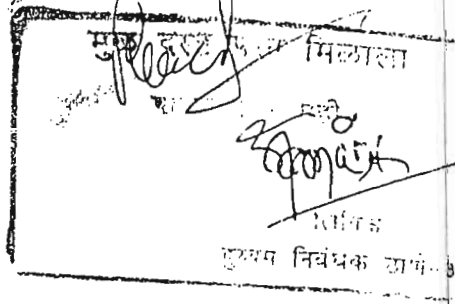
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (13)

:- 360.00

एकूण रु.

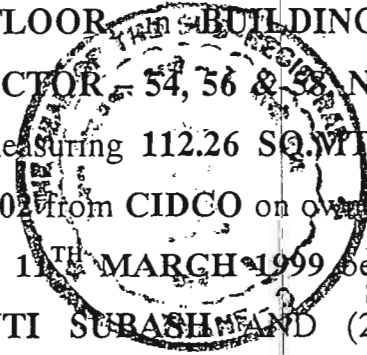
460.00

आपणास हा दस्त अंदाजे 6:08PM ह्या वेळेस मिळेल


 दुय्यम निबंधक
 नाण 3
बाजार मुल्य: 3765000 रु. मोबदला: 4400000 रु.
भरलेले मुदांक शुल्क: 100 रु.

1. WHEREAS "THE STATE GOVERNMENT" pursuant to section 113-A of the Maharashtra Regional Town Planning Act acquired the land and vested in City and Industrial Development Corporation of Maharashtra Limited, hereinafter known as "CIDCO" for development and disposal interlaid a piece or parcel of land situated at SEAWOODS ESTATES LTD, NRI COMPLEX, SECTOR - 54, 56 & 58, NERUL NODE, NAVI MUMBAI - 400 706, DIST. THANE (hereinafter referred to as "THE SAID LAND").
2. WHEREAS "THE CIDCO" has developed the said land and constructed on a portion thereof, buildings consisting of Ground + 13 floors only and designated as A-1 Type building situated at SEAWOODS ESTATES LTD, NRI COMPLEX, SECTOR - 54, 56 & 58, NERUL NODE, NAVI MUMBAI - 400 706, DIST. THANE.
3. WHEREAS THE FLAT OWNERS had purchased the FLAT NO. A1/08/F1/102, on the FIRST FLOOR, BUILDING NO. 08, at SEAWOODS ESTATES LTD, SECTOR - 54, 56 & 58, NERUL NODE, NAVI MUMBAI - 400 706, admeasuring 112.26 SQ. METERS along with OPEN CAR Parking Space No. 8/102 from CIDCO on ownership basis. (1) AGREEMENT FOR SALE dated 11TH MARCH 1999 between CIDCO AND MRS. GUPTA LAJWANTI SUBASH AND (2) DEED OF CONFIRMATION dated 6TH NOVEMBER 2006 between CIDCO AND MRS. GUPTA LAJWANTI SUBASH.
4. WHEREAS THE FLAT OWNERS is absolutely seized and possessed of or otherwise well and sufficiently entitled to THE SAID FLAT NO. A1/08/F1/102, on the FIRST FLOOR, in BUILDING NO. 08, at SEAWOODS ESTATES LTD, SECTOR - 54, 56 & 58, NERUL NODE, NAVI MUMBAI - 400 706 together with the certain share in common undivided interest appurtenant to THE SAID FLAT, and has agreed to sell THE SAID FLAT to THE PURCHASER on Ownership basis on as is where is basis and upon THE PURCHASER paying in full all the dues

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Specified by

Specified by
M. A. Agarwal

payable to **THE FLAT OWNERS** under these presents and complying with all the terms and conditions thereof.

5. **AND WHEREAS THE FLAT OWNERS** has purchased the **FLAT NO. A1/08/F1/102**, upon and subject to terms and conditions of the lease of the said land executed by the **CIDCO** in favor of **THE FLAT OWNERS** and the Company of **THE OWNERS** constituted under the provisions of **THE SAID ACT** (hereinafter referred to as '**THE SAID COMPANY**') as per the terms of the lease.

6. **AND WHEREAS THE FLAT OWNERS** is the absolute **OWNER** of the **FLAT NO. A1/08/F2/102**, along with **OPEN Car Parking Space No. 8/102** and is fully seized and possessed of the necessary documents relating thereto and further entitled to transfer and assign all the rights, title and interest in favor of **THE PURCHASER** for valuable consideration subject to formal permission for sale from **CIDCO**.

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7. **THE FLAT OWNERS** hereby declares that **THE SAID FLAT** is free from all encumbrances and/or liabilities and that they are entitled to sell, assign, and transfer **THE SAID FLAT** to **THE PURCHASER** and that they has not done any act whereby their are prevented from transferring **THE SAID FLAT**. **THE FLAT OWNERS** further agrees that they have cleared all dues including municipal taxes, electricity charges, water charges, property tax, **CIDCO** maintenance charges and there are no arrears of any taxes and/or outgoings towards **THE SAID FLAT** till the date of **NOC**, and have not created any liability against the same.

8. **THE FLAT OWNERS** hereby declares that there is no bar, injunction, restraint or any court proceedings against **THE FLAT OWNERS** either instituted or pending in respect of **THE SAID FLAT**.

Recd
Machin Agarwal

Agarwal

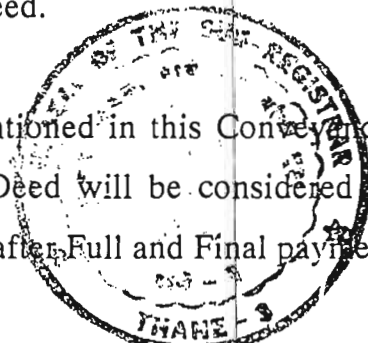
9. **THE FLAT OWNERS** undertakes to pay all the outgoing amounts / by way of taxes, maintenance charges and other dues till the date of **NOC**, to **THE PURCHASER** and **THE PURCHASER** shall be responsible for such payment effective from the date of **NOC**. **THE FLAT OWNERS** further agrees that they shall handover all the **ORIGINAL DOCUMENTS** to **THE PURCHASER** in respect of **THE SAID FLAT** and shall obtain the receipt for the same.

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NOW THIS CONVEYANCE / SALE DEED WITNESSETH AS FOLLOWS:

1. **THE FLAT OWNERS** has sold and **THE PURCHASER** has purchased **THE SAID FLAT NO. A1/08/F2/102**, on the **FIRST FLOOR**, in **BUILDING NO. 08**, at **SEAWOODS ESTATES LTD, SECTOR -- 54, 56 & 58, NERUL NODE, NAVI MUMBAI - 400 706**, Along with **OPEN Car Parking Space No. 8/102**, hereinafter collectively referred to as "**THE SAID PREMISES**" which are heritable, transferable and immovable property for a total price of **Rs. 44,00,000/- (RUPEES FORTY FOUR LACS ONLY)** including **OPEN Car Parking Space No. 8/102**, and **Miscellaneous Deposits**, which **THE PURCHASER** has paid to **THE FLAT OWNERS** on or before the execution of this Conveyance Deed.

If any Demand Draft / Cheque mentioned in this Conveyance Deed will be dishonored then this Conveyance Deed will be considered Null and Void. Possession of the Flat will be given after Full and Final payment.



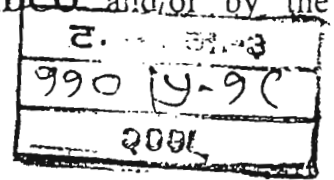
2. **THE POSSESSION** of **THE SAID PREMISES** along with **OPEN Car Parking Space No. 8/102** shall be delivered by **THE FLAT OWNERS** to **THE PURCHASER** after the execution of this Conveyance Deed.
3. **UPON POSSESSION** of **THE SAID PREMISES** being delivered to **THE PURCHASER**, **THE PURCHASER** shall be entitled to the use and

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M. K. J. G. J. G.

occupation of **THE SAID PREMISES** and shall thereafter have no claim against **THE FLAT OWNERS**. The Flat is Purchased on as is where is basis

4. **THE PURCHASER** agrees and binds themselves to pay regularly every month by the **FIFTH** of each month to the **CIDCO** and thereafter to the said **SEAWOODS ESTATES LTD** Company the proportionate share of **THE PURCHASER** that may be specified by the **CIDCO** and/or by the **SEAWOODS ESTATES LTD / COMPANY** i.e.



- a) Insurance Premium.
- b) All Service Charges, and other taxes and outgoings that may from time to time levied against the land or building including water taxes and water charges.
- c) Outgoings for the operations, maintenance and management of the building open area, compound wall, common facilities, services, utilities and other outgoings and collective charges incurred in connection with **THE SAID FLAT/PREMISES** and also the proportionate share of the ground rent payable to the **CIDCO**.

5. **THE PURCHASER** shall use **THE SAID FLAT** for residential purpose only.



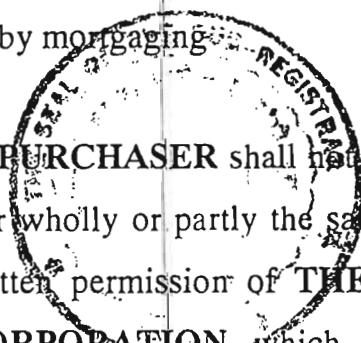
6. **THE PURCHASER** shall from the date of **NOC**, maintain **THE SAID FLAT** at the cost of **THE PURCHASER** in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said building or flat or common areas and facilities which may be against the rules, regulations and / or bye laws of the **CIDCO/ NMMC** or the said **SEAWOODS ESTATES LTD** Company in or to **THE SAID PREMISES** or to the building or any part thereof.

Madhu Aggarwal
Madhu Aggarwal

Aggarwal

7. **THE FLAT OWNERS** shall thereafter at the request of **THE PURCHASER** execute any document or documents as **THE PURCHASER** may require for perfectly assuring conveyance to **THE PURCHASER** all the rights, titles and interests to **THE SAID PREMISES**.
8. **THE PURCHASER** hereby agrees that they shall bear all the charges, for Stamp Duty and Registration and expenses for the transfer of **THE SAID PREMISES** in the name of **THE PURCHASER** and **THE FLAT OWNERS** will does not incur expenses of any nature whatsoever for the transfer of **THE SAID PREMISES** to the name of **THE PURCHASER** or their assignees.
9. WHEREAS the corporation has granted permission to **THE FLAT OWNERS** to sell **THE SAID FLAT** to **THE PURCHASER** vide its letter No. **CIDCO/AEO (NERUL) 2006/8323** dated **4/12/2006** AND **SOCIETY SEAWOODS ESTATE LTD SEL/NOC/ 1912/06** dated **30/11/2006**, certain terms and conditions, which has been fully complied with by **THE FLAT OWNERS**. And the corporation has granted permission to **THE PURCHASER** to purchase the said apt by mortgaging
10. **IT IS FURTHER AGREED** that **THE PURCHASER** shall not sell assign, mortgage, under-let or otherwise transfer wholly or partly the said premises save and except with the previous written permission of **THE CITY & INDUSTRIAL DEVELOPMENT CORPORATION** which permission shall not be refused if **THE PURCHASER** performs or is willing to perform the following conditions.

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THAT IS TO SAY: -

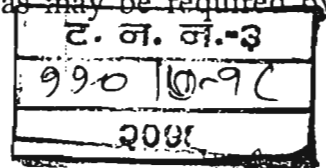
- a) **IN THE INSTRUMENT** by which **THE PURCHASER** shall transfer **THE SAID PREMISES**, **THE PURCHASER** shall impose upon the person to whom the said premises are transferred to perform and observe to the

Specified

Ravi
Machhi Agaveel

CORPORATION all the conditions and covenants of the lease granted to them including this covenant.

- b) A TRUE CERTIFIED Copy of the instrument of Transfer executed between THE PURCHASER and the Transferee is deposited with the Estate officer of the Corporation within seven days from the date of its execution.
- c) THE PURCHASER shall obtain any other permission as may be required by any other statute or law being in force.



11. IT IS AGREED by THE FLAT OWNERS that the share money and entrances fee and deposits paid by THE FLAT OWNERS and service connection charges if any paid to the M.S.E.B. or any other connection charges, which is attached to the Flat stand transferred to THE PURCHASER consequent upon the execution of this Conveyance Deed and no claim for refund of these amounts will be entertained.

SCHEDULE OF LAND

SCHEDULE - I



ALL THAT piece or parcel of land admeasuring 169542 sq. mtrs. Or thereabout being Plot No.01 (one) of the layout of land situated laying and being at Village: Karave, Tehsil: Thane, District Thane in the registration Sub-District Thane and District Thane and bounded as follows that is to say:

ON OR TOWARDS THE NORTH BY	:	PALM BEACH MARG
ON OR TOWARDS THE SOUTH BY	:	THANE CREEK
ON OR TOWARDS THE EAST BY	:	SECTOR NO.52
ON OR TOWARDS THE WEST BY	:	SECTOR NO.58 (PART)

[Signature]
Macku Agarwal

[Signature]

SCHEDULE-II

[Handwritten Signature]
FLAT NO. A1/08/F2/102, on the FIRST FLOOR, in BUILDING NO. 08, on PLOT NO. 01(ONE) aforesaid, at SEAWOODS ESTATES LTD, SECTOR - 54, 56 & 58, NERUL NODE, NAVI MUMBAI - 400 706.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and the year first hereinabove written.

2008
990/066
26-1-90

SIGNED SEALED AND DELIVERED BY

The within named "THE FLAT OWNERS"

MRS. GUPTA LAJWANTI SUBASH

Through her C.A.

MRS. GEETA GUPTA

[Handwritten Signature]

In the presence of

1) *[Handwritten Signature]*

2)



SIGNED SEALED AND DELIVERED BY

The within named "THE PURCHASER"

MR. RAKESH KUMAR AGARWAL &

MRS. MADHU AGARWAL

[Handwritten Signature]
Rakesh Agarwal

In the presence of

1) *[Handwritten Signature]*

2)

RECEIPT

RECEIVED a sum of Rs. 44,00,000/- (1) Rs. 2,50,000/- (RUPEES TWO LACS AND FIFTY THOUSAND ONLY) VIDE Cheque No. 748880, Dated 2ND NOVEMBER 2006, Bank Name & Branch BANK OF BARODA, VASIH drawn on MRS. GUPTA LAJWANTI SUBASH ("THE SELLERS") through her C. A. MRS. GEETA GUPTA, (2) Rs. 150,000/- (RUPEES One lac fifty thousand only ONLY) VIDE Cheque No. 106978, Dated 12/29/12/06 2006, Bank Name & Branch Bank of Rajasthan, Vashi, Navi Mumbai drawn on MRS. GUPTA LAJWANTI SUBASH ("THE SELLERS") through her C. A. MRS. GEETA GUPTA AND (3) Rs. 40,00,000/- (RUPEES Forty lacs only ONLY) VIDE Cheque No. 106988, Dated 4/1/07 2006; Bank Name & Branch Bank of Rajasthan (A), Vashi, Navi Mumbai drawn on MRS. GUPTA LAJWANTI SUBASH ("THE SELLERS") through her C. A. MRS. GEETA GUPTA from MR. RAKESH KUMAR AGARWAL & MRS. MADHU AGARWAL ("THE PURCHASERS") having address at FLAT NO 1202, IN BUILDING NO - 13, SEAWOODS ESTATE, N.R.I. COMPLEX, SECTOR - 54/56/58, NERUL, NAVI MUMBAI - 400 706, here in above named towards the FULL AND FINAL PAYMENT to be paid to THE FLAT OWNER against the Sale Price of the FLAT NO - A1/08/FL/102, IN BUILDING NO - 08, SEAWOODS ESTATE, N.R.I. COMPLEX, SECTOR - 54/56/58, NERUL, NAVI MUMBAI - 400 706, the property hereinabove mentioned.

WE SAY RECEIVED

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MRS. GUPTA LAJWANTI SUBASH &
Through her C.A. MRS. GEETA GUPTA
(THE SELLERS)