

THE BANK OF RAJASTHAN LTD.

VASHI-NAVI MUMBAI (3610)

Valid for Six months only from the date of issue

DATE 29-12-2006

ISSUING BRANCH

DEMAND PAY TO JOINT SUB REGISTRAR, THANE *****

OR ORDER

RUPEES Thirty Thousand only *****

FOR VALUE RECEIVED

NOT OVER Rs.30000.00(3/5)

OF TT OL TL VNMBYF/00414

Rs. *****30000.00

For THE BANK OF RAJASTHAN LTD.

THE BANK OF RAJASTHAN LIMITED
MUMBAI SERVICE BR. (4150)

A (Drawee Bank & Branch)

[Signature]
ATTORNEY *A-16P2*

⑈ 106976 ⑈ 0000430001⑈

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THE BANK OF RAJASTHAN LTD. FRANKING DEPOSIT SLIP

(Customer Copy)
THE BANK OF RAJASTHAN LTD.

Deposit Br. Date: 29/12/06

Pay to: The Bank of Rajasthan Ltd. Stamp FRK A/c	
Franking Value	Rs. 22600
Service Charges	Rs. 10
Total	Rs. 22610

Name of Stamp duty paying party:

Touman Agarwal
2 ans Arerati Agarwal

DD / Cheque No.
Drawn on Bank



Tran ID
Franking Sr. No.
(For Bank's Use Only)

Officer

ADP 1/25,000 P x 15 L / 2005



बैंक ऑफ़ बड़ौदा Bank of Baroda

VASHI/ADV/2006/1229

Date: 20/12/06

Mr. Gaurav Agarwal, & Mrs. Aakriti Agarwal

1202, Bldg. no. 13, NRI complex,
Sea Woods estate, Sector-54/56,
Nerul, Navi Mumbai.

Dear Sir,

Re: Home Loan

We refer to your loan application dt. 20/12/06 for Rs. 50,00,000/- for availing home loan to purchase a new flat.

We are pleased to inform you that based on the information and details furnished by you in your application, we are agreeable to sanction you Home Loan the details of which are given below:

Nature of facility : Term Loan under Home Loan Scheme
Amount : Rs. 50,00,000/- or 85 % of property value, whichever is lower.
Purpose : For purchase of new /old residential flat.
Interest : Fixed/Floating @ 1.75%p.a. below BPLR i.e .9.75 % p.a. with monthly rests or as applicable at the time of disbursement.
Repayment : EMI Rs. 47,426/- commencing one month after disbursement/immediately after taking possession/immediately after the expiry of moratorium period, if any.
Repayment Period : 240 months.
Margin : 15 % of the total cost of the flat/proposed property.
Security : 1. Equitable Mortgage of the flat to be purchased out of bank loan.
2. Third party guarantee of person with adequate means and income.

Please note that the above loan has been sanctioned in principle by our Bank subject to the terms and conditions as mentioned overleaf.
This sanction is valid for three months only.

Regular sanction will be subject to you submitting title deeds of the property to be purchased by you and subsequent legal opinion by our empanelled advocate, valuation report by our empanelled valuer, spot inspector's report, to the satisfaction of the bank.

Disbursement of loan will be made after completion of formalities mentioned in the sanction letter and after execution of necessary documents by you.

Please quote our above reference number in all your future correspondences. For any clarifications/additional information/modification in original sanction, etc.

Yours faithfully



वशी शाखा, बंग स्प्लश, सेक्टर-17, शिवाजी सर्कल, वशी, नवी मुंबई-400 705, भारत.
Vashi Branch, Big Splash, Sector-17, Shiroop No. 1 to 6, 66, Shiveji Circle, Vashi, Navi Mumbai-400 705, India.
फोन/Phone : 91-022 2789 1233/1202, 2789 5326, फैक्स/Fax : 91-022 2789 5326, ई-मेल/E-mail : vashi@bankofbaroda.com
Web: www.bankofbaroda.com

Bank of Baroda

BANK OF BARODA
Vashi. Branch
BIG SPLASH Sector - 17.
Turbia Road Vashi,
New Bumbay 400 705

Other terms and conditions : A/c Mr *Ganesh Agarwal* & Mrs. *Aakriti Agarwal*

- Advocate's fee for legal opinion and valuer's fee for valuation of the property, stamp duty, documentation charges as applicable including service tax will be borne by you.
- Bank will have right to carry out inspection of flat/ house.
- You will bear escalations in the cost of flat/ house, if any, from your own sources.
- ~~You will~~ submit No Objection Certificate from builder/ society/MHADA.
- You will submit share certificate issued by the society duly transferred in your name.
- You will submit original copy of agreement for sale/ sale deed along with registration fee receipt in original issued by the Sub Registrar of Assurance and original receipt for stamp duty paid, to the Bank.
- You will submit original receipt for payment made to the seller/ builder.
- Equated monthly instalments are fixed for your convenience, whereby interest payable towards the loan is spread over the entire terms of repayment fixed. The repayment of all such equated monthly instalment will not be construed as full repayment/ settlement of loan account. On payment of all equated monthly instalments, residual amount if any, in the account due to debiting of overdue / penal interest/ additional interest as a consequence of revision in interest rates, other incidental charges shall be paid separately by you.
- Flat/ House will be insured by the Bank under Baroda Home Loan Suraksha Bima Policy at Bank's cost upto the sanctioned loan amount only & you will submit duly signed Letter of Assignment assigning the policy in favour of Bank of Baroda.
- Penal interest @ 2% p.a. will be charged for non payment/ delayed payment on overdue amount.
- In case of pre-closure, the charges @ 0.50 % for each year of residual period of loan subject to a maximum of 2 % on the amount prepaid, will be paid by you. However, no pre-payment/ fore closure charges is payable if the amount is partly or fully repaid from you own sources.
- You will give an undertaking to give 12 post dated cheques of which 11 cheques for EMI and 12th cheque will be substituted by another set of 12 cheques after lodgments of 10th LMI cheque, 11 of which covering further EMI and 12th cheque again for the residual outstanding amount and this procedure shall continue till the entire/ full loan amount/ dues are paid.
- Our Bank's lien is noted over the flat/ house in society's record.
- The Floating Rate is subject to change with a change in BPLR.
- Applicant to submit copy of registered agreement alongwith his latest salary slip & up-to-date Bank statement while submitting the file for final sanction.
- Our loan will be limited upto 85% of the agreement amount [including stamp duty & registration charges] or amount requested, whichever is lower.
- Prevailing rate of interest at the time of sanction will be applicable
- You have to submit latest salary slip and bank statement at the time of final sanction.



The Bank of Rajasthan Limited.
Plot No.3,3A,4,Kalindi Building,
Sector 19C,Vashi,
Navi Mumbai,-400.705.
D-5/STP(V)/C.R.1001/18/05/1479-82

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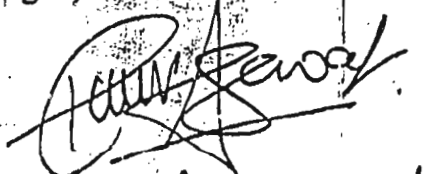
Rs.0262600/-PB5132

Authorised Signatory
Bank of Rajasthan
Navi Mumbai

INDIA STAMP DUTY MAHARASHTRA

AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at Navi Mumbai, this ____ day of _____ 2006, BETWEEN MR. GUPTA SUBASHKUMAR GAJNATH an adults, Indian inhabitant having address at P.O. BOX 16949, DUBAI, U.A.E., through his C. A. MRS. GEETA GUPTA having address at 12, REHMAT MANZIL, 75, VEER, NARIMAN ROAD, MUMBAI - 400 020, hereinafter called "THE FLAT OWNER" (which expression shall unless repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators, attorney and assigns) of the ONE PART AND MR. GAURAV AGARWAL (& MRS. AAKRITI AGARWAL 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, hereinafter referred to as "THE PURCHASERS" (which expression shall unless repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators, and assigns) of the OTHER PART:



A. Agarwal

WHEREAS "THE STATE GOVERNMENT" in 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 inter alia a piece or parcel of land situated at SEAWOODS ESTATES LTD, SECTOR - 54, 56 & 58, NERUL NODE, NAVI MUMBAI, 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 + 13th floor only and designated as A-1 Type buildings situated at SEAWOODS ESTATES LTD, SECTOR - 54, 56 & 58, NERUL NODE, NAVI MUMBAI, DIST. THANE.

WHEREAS THE FLAT OWNER purchased the FLAT NO. A1/08/F1/101, on the FIRST FLOOR, in BUILDING NO. 08, at SEAWOODS ESTATES LTD, SECTOR - 54, 56 & 58, NERUL NODE, NAVI MUMBAI - 400 706, admeasuring 129.50 SQ.MTRS along with OPEN CAR Parking Space No. 8/101 and miscellaneous deposit (hereinafter referred to as "THE SAID FLAT") from CIDCO on OWNERSHIP basis vide AGREEMENT FOR SALE dated 11TH MARCH 1999 between CIDCO AND MR. GUPTA SUBASHKUMAR BAIJNATH AND (2) DEED OF CONFIRMATION dated 6TH NOVEMBER 2006 between CIDCO AND MR. GUPTA SUBASHKUMAR BAIJNATH.

4. AND WHEREAS "THE FLAT OWNER" is absolutely seized and possessed have or otherwise well and sufficiently entitled to THE SAID FLAT NO. A1/08/F1/101, 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 PURCHASERS on Ownership basis with the condition that the allotted of the Flat in the said Building shall promote and registered a company under the provisions of the Companies Act 1956 (here-in-after called "THE SAID ACT") as


A. Agarwal

hereinafter mentioned and upon **THE PURCHASERS** paying in full all the dues payable to **THE FLAT OWNER** under these presents and complying with all the terms and conditions thereof.

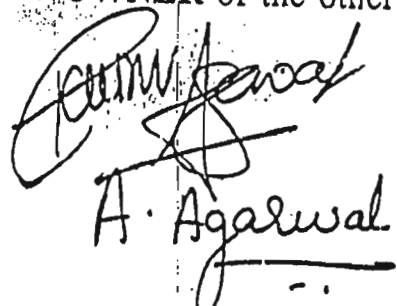
5. **AND WHEREAS** "THE PURCHASERS" have agreed to Purchase the **FLAT NO. A1/08/F1/101** upon and subject to terms and conditions of the lease of the said land executed by the **CIDCO** in favor of **THE FLAT OWNER** and the Company of **THE FLAT OWNER** constituted under the provisions of **THE SAID ACT** (here-in-after referred to as "THE SAID COMPANY") as per the terms of the lease.

AND WHEREAS "THE FLAT OWNER" is the absolute **OWNER** of the **FLAT NO. A1/08/F1/101** and is fully seized and possessed of the necessary documents relating thereto and further entitled to transfer and assign all their rights, title and interest in favor of **THE PURCHASERS** for valuable consideration.

7. **THE FLAT OWNER** hereby and declare that **THE SAID FLAT** is free from all encumbrances and or liabilities and that she is entitled to sell, assign, and transfer **THE SAID FLAT** to **THE PURCHASERS** and she has not done any act whereby she is prevented from transferring **THE SAID FLAT**. **THE FLAT OWNER** further agrees that he has cleared all dues towards **THE SAID FLAT** till **NOC** and has not created any liability against the same.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

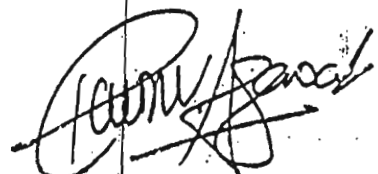
1. **THE FLAT OWNER** has agreed to sell and **THE PURCHASERS** have agreed to purchase **THE SAID FLAT NO. A1/08/F1/101**, in **BUILDING NO. - 08** at **SEA WOODS ESTATE, NRI COMPLEX, SECTOR - 54, 56 & 58, NERUL, NAVI MUMBAI - 400 706**, with certain percentage specified in the Declaration made by the Corporation under "**THE SAID ACT**" of the undivided interest appurtenant to such **FLAT** as tenant in common with the **OWNER** of the other


A. Agarwal

flats and to the common areas and facilities of **THE SAID LAND** and building of **THE SAID FLAT** and percentage hereinafter collectively referred to as "**THE SAID PREMISES**" are heritable, transferable and immovable property for a price of Rs. 56,00,000/- (**RUPEES FIFTY SIX LACS ONLY**), including Car Parking and Miscellaneous deposits, which **THE PURCHASERS** agree to pay **THE FLAT OWNER** as follows:

- a) Rs.6,00,000/- (**RUPEES SIX LACS ONLY**) to be paid on or before signing of **AGREEMENT FOR SALE** as **ADVANCE & PART PAYMENT**.
- b) And balance of Rs.50,00,000/- (**RUPEES FIFTY LACS ONLY**) to be paid from the financial institution.
- c) The possession of **THE SAID FLAT** will be given at the time of signing of the Agreement and the Physical & Peaceful possession of **THE SAID FLAT** will be given at the time of execution of Conveyance Deed. .
- d) If the payment Cheque / instruments are not honored for any reason the agreement will stand null and void and the property ownership will revert to **THE FLAT OWNER** automatically.
- e) **THE SELLER** shall execute the Conveyance Deed within **TEN DAYS**.

2. **THE POSSESSION** of **THE SAID FLAT** shall be delivered to **THE PURCHASERS** immediately on getting the full payment and **THE PURCHASERS** shall take the possession of **THE SAID FLAT** after the Agreement for sale is executed by and between the parties hereto and as soon as the full payment of the same price is made as agreed here-in-above. Time has an essential part of this Agreement for Sale.


A. Agarwal

UPON POSSESSION of THE SAID FLAT being delivered to THE PURCHASERS shall be entitled to the use and occupation of THE SAID PREMISES and shall thereafter have no claim against THE FLAT OWNER in respect of any item of work in THE SAID PREMISES, which may be alleged not to have been carried out, or completed.

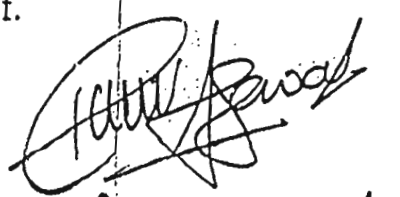
THE SELLER shall be liable to pay all property taxes, charges for electricity and other services and all other out goings and their share according to the percentage in common expenses payable in respect of THE SAID FLAT up to NOC.

THE PURCHASERS agrees and bind themselves to pay regularly every month by the FIFTH of each month to the CIDCO and thereafter to the said Association/Company and the proportionate share of THE PURCHASERS that may specified by the CIDCO and/or by the said Association/Company i.e.

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

6. THE PURCHASERS shall use THE SAID FLAT for residential purpose only.

7. THE PURCHASERS shall from the date of possession maintain THE SAID FLAT at the cost of THE PURCHASERS 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 association/ Company in or to the said premises or to the building or any part thereof.


A. Agarwal

8. ALL COSTS, charges and expenses in connection with the formation preparing approving and endorsing, stamping and registration of the conveyance to be executed between the parties shall be borne and paid entirely by THE PURCHASERS.


9. THE FLAT OWNER undertake to pay all the outgoing amount by way of taxes, maintenance charges and other dues till the date of NOC to THE PURCHASERS and THE PURCHASERS shall be responsible for such payment effective from the date of NOC. THE FLAT OWNER further agrees that she shall hand over all the ORIGINAL DOCUMENTS to THE PURCHASERS in respect of THE SAID FLAT and shall obtain the receipt for the same.

10. WHEREAS the corporation has granted permission to THE FLAT OWNER to sell THE SAID FLAT to THE PURCHASERS vide its letter No. CIDCO/AEO (NERUL) 2006/8322 dated 4/12/2006 AND SOCIETY SEAWOODS ESTATE LTD SEL/NOC/ 1911/06 dated 30/11/2006, on certain terms and conditions, which have been fully complied with by THE FLAT OWNER.

11. It is further agreed that THE PURCHASERS 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 and industrial development corporation which permission shall not be refused if THE PURCHASERS performs or is willing to perform the following conditions.

That is to say:-

2. In the instrument by which THE PURCHASERS shall impose upon to whom the said premises, THE PURCHASERS shall impose upon the persons to whom the said premises are transferred to perform and observe to the corporation all the conditions and covenants of the lease granted to them including this covenant.


A. Agarwal

A true certified copy of the instrument of transfer executed between THE PURCHASERS and the transferee is deposited with the estate officer of the corporation within seven days from the date of execution.

c. THE PURCHASERS shall obtain any other permission as may required by any other statute or law being in force.

12. It is agreed by THE FLAT OWNER that the share money and entrances fee and deposits paid by THE FLAT OWNER and service connections charges if any paid to the M.S.E.B, which is attached to the flat shall stand transferred to THE PURCHASERS consequent upon the execution of the premises and no claim for refund of these amounts will be entertained

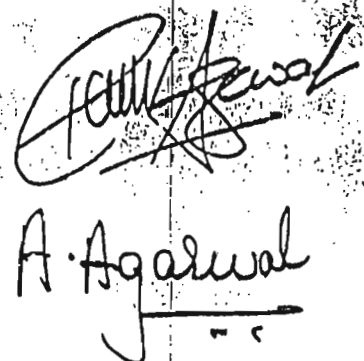
SCHEDULE - I

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)

SCHEDULE-II

FLAT NO. A1/08/F1/101, on the FIRST FLOOR, in BUILDING NO. 08, on PLOT NO. 01(ONE) aforesaid, at SEA WOODS ESTATES LTD, SECTOR - 54, 56 & 58, NERUL NODE, NAVI MUMBAI - 400 706 along with OPEN CAR Parking Space No. 8/101.


A. Agarwal

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

SIGNED SEALED AND DELIVERED BY

The within named "THE FLAT OWNERS"

MR. GUPTA SUBASHKUMAR BAIJNATH

Through his C.A.

MRS. GEETA GUPTA

In the presence of

1)

2)

SIGNED SEALED AND DELIVERED BY

The within named "THE PURCHASER"

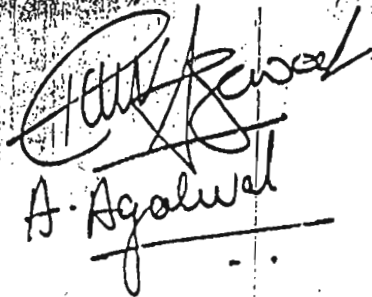
MR. GAURAV AGARWAL &

MRS. AAKRITI AGARWAL

In the presence of

1)

2)


A. Agarwal

A. Agarwal