

STAMP DUTY OF RS. 27280 IN WORDS. Twenty seven thousand two hundred eighty ONLY PAID IN CASH VIDE
RECEIPT/CHALLAN NO. 10 DATED 2.1.94

adaj
SUB-REGISTRAR, VASAI-11



AGREEMENT FOR SALE

THIS AGREEMENT made at VASAI this 11th Day of July 1994 BETWEEN M/S AJMERA DEVELOPERS a registered partnership firm constituted under Indian Partnership Act 1932, having its office at College Road, Vasai Road (West), Dist. Thane - 401 202, hereinafter referred to as 'BUILDER' (which expression unless repugnant to the context or meaning thereof shall include its partner or partners for the time being, their legal heirs, executors, administrators and assigns) of ONE PART :-

AND

SHRI/SMT./M/s. Golden Industries India

A/33 Laghu Udyog Kendra

Bldg. No. 3, I.B. Patel Road

Goregaon East, Bombay.

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

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WHEREAS the Builder herein is seized and possessed of or well and sufficiently entitled to piece or parcel of land being Building No.1 situate at layout Plot No. 26, 27 and 28 at Village Gokhivare, within the limits of Vasai Sub-Registration District, within the limits of Panchayat Samiti Vasai and Zilla Parishad Thane, land bearing Survey No. 242/1B, 242/1C, 242/3A, 243/1B, 244/3C, 244/3B, 244/7A, 245/3B, 245/1, 246/1A, 245/8B, 245/5, 242/6, 244/2, 244/6, 245/2, 245/7 Area 10251 Square Feet (more particularly described in the Schedule 'A' written hereunder and hereinafter referred to as SAID LAND for brevity's sake) AND WHEREAS the said property is owned by Shri E. S. Andrades & Others (hereinafter referred to as OWNER for brevity's sake).

(AND WHEREAS by an Agreement for sell dated 08/03/89 and 23/11/93 executed by and between the said Owner and Shri Sadanand R. Raut, the said Owner agreed to sell the said land to Shri Sadanand R. Raut on the terms and conditions referred therein and in pursuance of the said Agreement the said owners executed an irrevocable power of attorney in favour of Shri Sadanand R. Raut and handed over to him the peaceful and vacant possession of the said property) AND WHEREAS the said Sadanand R. Raut in turn agreed to sell the said land to Builder herein and granted development rights to Builder herein vide the Development Agreement dated 3rd February, 1994 and handed over peaceful and vacant possession of the said Property to Builder herein. AND WHEREAS the said agreement for sell and grant of development rights is confirmed by Owner Shri E. S. Andrades & Others) AND WHEREAS the Builder herein is in

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मार्गदर्शक विकास महामंडळ, (महाराष्ट्र) मंगळूर
31.05.00 POST
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peaceful and vacant possession of the said land with a right and authority to commence development as per sanctioned plans and Builder herein is entitled to develop the said property in accordance with terms and conditions of N. A. permission and in pursuance of aforesaid Agreement the said Sadanand R. Raut has executed an irrevocable power of attorney in favour of the Builder herein. AND WHEREAS the Collector Thane, vide order No. MAHSUL/KAKSHA/1/T-9/ NAP/SR(55-89) 29/93 dated : 16/10/93 has sanctioned N. A. (Industrial) permission and the CIDCO the special planning authority for Vasai Virar Sub region vide their letter No. VVSR/BP/620/1088 dated 06/01/1992 has granted building permission for the said property] AND WHEREAS the said permission is legal, valid and subsisting AND WHEREAS the Builder is entitled to develop the said property as per terms and conditions of N. A. permission and building permission] AND WHEREAS the Builder has proposed to construct on the said land a Industrial Building consisting Industrial Galas, known as 'RAJYOG' (hereinafter referred to as SAID PROPERTY for the brevity's sake) AND WHEREAS the Promoter/Builder has appointed M/s R. J. ASHAR as architect registered as Architect/Structural Designer Council of Architects for the purpose of preparation of plans, supervision of construction of building and look after structural design and drawings of the building AND WHEREAS the Builder has sole and exclusive rights to develop the said land and to sell the Industrial Units/Galas in the said Building to be constructed by

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the Builder on the said land and to enter into agreement for sale with prospective purchasers of Industrial Units and to receive sale price in respect thereof AND WHEREAS on demand the Unit Purchaser the Builder has given inspection to the unit purchaser of all documents of title relating to the said land, the N. A. permission, building permission, plans, specifications and agreement AND WHEREAS the purchasers has seen and verified the documents and is satisfied about the same AND WHEREAS copies of certificate of title issued by SHRI R. D. KEWAT, Advocate, copies of property card, 7/12 extract and copies of plans specifications of Unit purchaser have been annexed hereto and marked as Schedule C, D and E respectively AND WHEREAS necessary plans, specifications, elevations, sanctions and details of the said building are approved by the Local Authority on certain terms and conditions AND WHEREAS the Builder has commenced the construction of building as per sanctioned plans AND WHEREAS the Unit purchaser wants to purchase Industrial Unit on ownership basis and the purchaser applied to the Builder for allotment to the purchaser, Industrial Unit No. 10 on Ground floor in industrial building known as RAJYOG on said property AND WHEREAS Builder has agreed to sell and purchaser has agreed to purchase Industrial Unit No. 10 on Ground floor of the said building (more particularly described in the Schedule 'D' written hereunder and hereinafter referred to as SAID UNIT for brevity's sake) AND WHEREAS prior to the execution of this agreement, the Unit purchaser has paid to the Builder a

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sum of Rs. 21,000/- (Rupees Twenty one thousand only)

being part payment of sale price of the unit agreed to be sold to the unit purchaser and unit purchaser has agreed to pay 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 Builder shall construct or put up building consisting of Industrial Unit in the 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 purchaser. That the Builder entitled to make additions and/or alteration in the building which are necessary. That it is agreed that Builder shall take written consent of Unit purchaser for such additions or alternations if such additions or alterations are affecting the Industrial Unit.

2. The Unit purchaser hereby agrees to purchase from the Builder and Builder hereby agrees to sell Industrial Unit No. 10 on Ground floor admeasuring 79.17 square meters built-up area as shown in floor plan annexed hereto, in the industrial building known as RAJYOG situated at Village Gokhivare, Taluka Vasai, District Thane, land bearing Survey No. 242 to 246, Building No. 1 out of layout Plot No. 26/27/28 area 10251 square feet (more particular described in the schedule

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'B' written hereunder and hereinafter referred to as SAID UNIT for brevity's sake) at or for a price of Rs. 2,98,200/- (Rupees Two Lakh ninety eight thousand two hundred only) inclusive of Rs. _____ (Rupees _____) being

proportionate price of the common area and facilities appurtenant to the premises. The purchaser hereby agrees to pay the purchase price in following manner :

- i. Earnest Money and/or initial payment before execution of this agreement. 15% Rs. 21,000/-
 - ii. On or before completion of plinth 20% Rs. 83,370/-
 - iii. On or before completion of R. C. C. work. 15% Rs. 44,730/-
 - iv. On or before completion of Walls and Windows. 10% Rs. 29,820/-
 - v. On or before completion of Roofs. 20% Rs. 59,640/-
 - vi. On or before completion of plaster. 10% Rs. 29,820/-
 - vii. On or before completion of Flooring. 5% Rs. 14,910/-
 - viii. On or before offering possession. 5% Rs. 14,910/-
- **T O T A L :** 100% Rs. 2,98,200/-

IT IS HEREBY EXPRESSLY AGREED that the time for the payment of each of the aforesaid installment of the considerations amount shall be the essence of the contract. All the above respective payments shall be made within seven days of the Builder sending a notice to the Unit purchaser calling upon him/her to make

BY SPEED POST

-: 7 :-

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 at the address mentioned hereinafter to the Unit purchaser and this posting will be sufficient discharge to the builder. In the event of payments delays beyond the respective due dates the Builder hereby reserves rights to charge interest @ the rate of 24 % on such delayed payments from the due dates till the date of actual payment.

3. That Unit purchaser shall make payment of balance amount (including his/her proportionate share of taxes levied by concerned local authority and other outgoing) to Builder as set out in this agreement AND on Unit purchaser committing any default in payment on due date and committing breach of any of the term or condition of this agreement, the Builder shall give notice of termination of the agreement and of breach of terms and conditions of agreement committed by Unit purchaser before termination this agreement. That failure of Unit purchaser in remedying the breach, within reasonable time, the Builder 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. That on such refund and termination Builder is entitled to deal and dispose off and sell the unit to any person of his desecration.

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4. THE BUILDER HEREBY AGREES :-

i. To observe, perform and comply with all terms, conditions, stipulations and restrictions which are imposed by the concern authority at the time of sanctioning plans.

ii. To obtain occupation and/or completion certificate in respect of the building from the concerned planning authority before handing over possession of the said Units.

iii. That for the said land described in Schedule 'A' on which Builder is constructing building 10251 square feet floor space index is available in respect of the said land.

iv. That Builder has not utilised F. S. I. available for the said land elsewhere.

v. That Builder shall give detail particulars of floor space index to Unit purchaser in case it is utilised elsewhere.

vi. That Builder shall provide fixtures, fittings and amenities in the said building and the said Unit as set out in the Schedule 'E'.

vii. The Builder shall obtain final N. O. C. from the Director of Industries.

5. That the Builder shall give possession of the said Industrial Unit to Unit purchaser on or before

August '94. That the promoter is entitled to

reasonable extension of time giving possession of the unit aforesaid date if the completion of

building is delayed on account of non-availability of steel, cement, other building materials, water

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- or electricity supply or on account of war, civil communitation or act of God or on account of any notice, order, rule, notification of Government and/or any Competent Authority..
6. That if the Builder, for the reasons beyond his control, fails to give possession to purchaser by aforesaid date or further date or dates agreed by and between the parties, then Builder shall on demand of Unit purchaser refund all amounts received from Unit purchaser with simple interest at 9% to Unit purchaser. That till the entire refund of amount aforesaid there shall be charge for the said amount over the said land.
7. That the Unit purchaser shall take possession of the Industrial Unit within 15 days from the Builder giving written intimation to the unit purchaser that the said Industrial Unit is ready for use and occupation.
8. That on receipt of such notice by Builder, 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 outgoing in respect of the said land and building namely local taxes, betterment charges or such other levies by concern 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.

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9. That Unit purchaser along with other purchasers of Industrial Units in the industrial building shall join in forming and registering the society or a limited company to be known as RAJYOG INDUSTRIAL PREMISES CO-OPERATIVE SOCIETY LIMITED (PROPOSED).

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 necessary documents necessary for formation and registration of Society or Limited Company (including bye laws). That purchaser shall execute, sign and deliver or hand-over those documents referred above to Builder within 15 days of same being forwarded by Builder, so as to enable Builder to register the society or limited company. That Builder shall take no objection of Unit purchaser in case some change or modifications are made in draft bye laws or Memorandum and/or Articles of Association.

10. That the Unit purchaser shall pay to the Builder such proportionate share of outgoing as determined till formation of Society or Limited Company and execution of conveyance of land along with building in favour of society or limited company. That Unit purchaser shall also pay to the Builder provisional monthly contribution of Rs. 500/- (Rupees Five Hundred Only) per month towards outgoing till Unit purchaser's share is determined. That amount is paid by Unit purchaser to the Builder shall not carry any interest and

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2/4/94

औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

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BY RECD POST

CIDCO/VVSR/BP-620/I/ 3879

31/10/94
1/11

To
Mr. Sadanand Raut
Eversweet Apartment
Seven Bungalow, J.P. Road
Andhri (W)
BOMBAY : 400 058.

Subject: Grant of Occupancy certificate to Industrial Building on Plot No. 26, 27, 28, S.No. 242, 243, 244(pt), 245, 246, Village Gokhivare, Taluka Vasai, Dist:Thane passed in appeal order under Section 47 of Maharashtra Regional and Town Planning Act, 1966.

- REF:
- 1) Your architect's letters dated 12/09/94 & 24/09/94.
 - 2) Appeal order passed vide letter No. TPS 1291/1417/UD-12 dated 28/10/91.
 - 3) G.S.D.A.'s letter No. GSDA/THN/TECH/LGW/198/92 dated 28/01/92.
 - 4) a) Prevention of Air Pollution No. AP/L/VB-2008/17750/AG-15695 dated 09/09/93.
 b) Prevention of Water Pollution No. ROB/Ulhas/E-22 of 1990/492/A-675 dated 16/07/93.
 - 5) N.A. Order No. REV/DESK/I/T-9/NAP/SR(55-89)(29/93) dated 16/10/93.

Sir,

By virtue of appeal order passed vide letter dated 28/10/91 under Section 47 of the Maharashtra Regional and Town Planning Act, 1966, the permission was granted and accordingly as the Industrial building has been completed. Please find enclosed herewith a occupancy certificate along with as built building plan duly signed.

Enclosed are

Yours faithfully

Copy to
1. Mr. J. Ashar
2. Mr. N. S. Manandhar
4. Mr. M. M. M. (E)
BOMBAY : 400 082

o/c
KS
K. S. SHINDE 1/11/94
ASSOCIATE PLANNER/ADULT/TPD
dm

Received
2 Capt. Amuh
1-11-94

वसई - विरार शहर महानगरपालिका
नगरपालिका विभाग
माहितीचा अधिकारी अधिनियम, २००५
अन्वये दिलेली माहिती क्र. *File No. 54*
दिनांक..... *06.10.2.19*.....

COO/WYSR/BR-620/1/ 3879

31/10/94
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OCCUPANCY CERTIFICATE

in virtue of, and in accordance with subject to the condition
 enclosed in appeal order passed under Section 47 of the
 Maharashtra Regional and Town Planning Act, 1966 by the State
 Government on 28/10/91, vide letter No. IRS-1291/1117/UP-12
 dated 28/10/91, and permission granted by MCOGA dated
 01/11/92. I hereby certify that the development of Industrial
 Units No. 1, Ground Floor with built up area 952.35 Sq.m. (12 Gals)
 of No. 26, 27, 28, S.No. 242, 243, 244 (pt), 245, 246
 of the village, Taluka Varad, Dist. ... There has been com-
 pleted under the supervision of architect Shri R.J. Ashar
 Registration No. A/55/LS of MCOGA and is permitted to be occu-
 pied subject to following conditions :-

1. The Unit in this Industrial Building shall obtain a No-
 Objection Certificate from the Directorate of Indus-
 trial Development before commencement of manufacturing activities.
 2. Hazardous/Chemical/Hazardous/Obnoxious Units shall
 not be allowed in the Industrial Units.

3. No objection and consent letter from authorities/Bodies
 concerned shall be obtained from time to time as
 required by applicable laws and to observe their
 provisions.

महाराष्ट्र - विकास महासंघ
 नगरविकास विभाग
 माहितीचा अधिकार अधिनियम, 2005
 अन्वये दिल्ली माहिती का. क्रि.सं. 57
 दिनांक... 06.10.21.19
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4. Notwithstanding any thing contained in the ~~part~~ occupancy certificate conditions it shall be lawful for the Planning Authority to direct the removal or alteration of any Building or structures erected or use contrary to the provision of this grant within the specified time. Planning Authority may cause the same from the grantee/his successors and every person deriving title through or under them.

One set of as built building plan duly signed is returned herewith.

o/c

[Signature] 11/11/94

K. A. SHINDE

ASSOCIATE PLANNER/ADDL. TPO

(V.V.S.R.)

[Signature]

वसई - विंगर शहर महानगरपालिका
 नगरचना विभाग
 माहितीचा अधिकार अधिनियम, २००५
 अन्वये दिलेली माहिती क्र. ११७७५५
 दिनांक ०६/०२/१९.....

SCHEDULE 'A'

ALL THAT property situated at village Gokhivare, Taluka Vasai, District Thane, within the limits of Vasai Sub-Registration District within the limits of Panchayat Samiti Vasai and Zilla Parishad Thane, land bearing :-

Survey No.	H. No.	Lay Out Plot	Asses.
242	1B,1C,3A,6	Out of Plot	
243	1B	No.26,27 &	
244	3C,3B,7A,2,6	28. Area	
245	3B,1,8B,5,2,7	10251 Sq.Fts.	
246	1A	Of Bldg.No.1	

which is bounded as follows :-

- On the East : By C. F. C.
On the West : By Road
On the North : By Building No. 2 of 26,27,28
On the South : By Road

SCHEDULE 'B'

ALL THAT Industrial Unit bearing No. 10 admeasuring 79.17 Square meters built-up area in the Industrial Building known as 'RAJYOG' together with proportionate share of common area and facilities appurtenances, to the said property in the land bearing Survey No.242 to 246, Lay-out Plot No.26/27/28, part of their Building No.1 of Village Gokhivare, Taluka Vasai, District Thane.

SCHEDULE 'C'

R.D.KEWAT

ADVACATE

1st Floor Shree Ram Complex
Tal.vasai.Dist.Thane 401202

TITLE CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

THIS IS TO CERTIFY THAT I have investigated title land being Non-Agricultural plot of land bearing plot No.26, 27,& 28, Survey No.242, Hissa No.1ABC,2,3.AB,4,5,6,S.No. 243,1AB,2,3,4,S.No.244,H.No.1,2,3ABC,6,7AB,S.No.245,H.No 1,2,3AB,4,5,6,7,8AB,9 and S.No.246,H.No.1AB,2 of scheme known as RAJHANS INDUSTRIAL COMPLEX situate at revenue village Gokhivare, Taluka Vasai, Dist.Thane, Zill-a Parishad Thane Panchayat Samiti Vasai, and more particularly described in the schedule written herein after search taken by me on 19th day of April, 1994 at Registration office Vasai, found title of the said property clear, marketable and free from all encumbrances and reasonable doubts

I here by further certify that the above said property is not coming under the limits of Urban Land Ceiling and Regulation Act, 1976.

// SCHEDULE OF PROPERTY //

ALL THAT free hold Non-Agricultural Industrial Plot of land being Non-Agricultural Industrial plot of land bearing plot No. 26, 27 & 28, S.No. 242, H.No.

1ABC, 2, 3AB, 4, 5, 6, S.No. 243, H.No. 1AB, 2, 3, 4, S.No. 244, H.No. 1, 2, 3ABC, 6, 7AB, S.No. 245, H.No.

1, 2, 3AB, 4, 5, 6, 7, 8AB, 9, S.No. 246, H.No. 1AB, 2 of scheme known as RAJHANS INDUSTRIAL COMPLEX, situate at revenue Village Gokhivare, Taluka Vasai, District Thane, Zilla Parishad Thane.

I hereby certify that title of the overleaf property is clear, marketable and free from all encumbrances and reasonable doubts.

DATE: 23/05/1994.

AT VASAI.

sd.

(Shri. R.D. KEWAT)

Advocate

SCHEDULE 'D'

Xerox copy of 7/12 extract is attached.

Xerox copy of N. A. permission is attached.

Xerox copy of the Commencement Certificate for the development by CIDCO is attached.

SCHEDULE 'E'

1. R. C. C. framed structure designed for heavy Industrial loads and architecturally pleasant appearance.
2. (a) All units provided with OPEN WIRING with sufficient Nos. of LIGHTS AND FAN POINTS.
(b) Separate electrical meters and main switches for light for every unit.
3. (a) Each unit supplied with two M. S. rolling shutters.
(b) Steel windows with maximum available opening.
(c) High level cement grill ventilation.
4. Index board displaying each unit.
5. (a) Overhead and under ground storage tanks of adequate capacity for flushing and domestic water requirements.
(b) Provision for separate M. S. E. B. Sub-station for the estate with spare capacity.
6. Well laid out drainage system connection to septic tank of adequate capacity.
7. Suitable paved compound all round the building compound and amenity area well illuminated with special electrical fittings and underground cabling arrangements.

R.D. KEWAT

ADVACATE

1st Floor Shree Ram Complex
Tal. vasai. Dist. Thane 401202

CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

THIS IS TO CERTIFY THAT I have investigated title land being Non-Agricultural plot of land bearing plot No. 26, 27, & 28, Survey No. 242, Hissa No. 1ABC, 2, 3, AB, 4, 5, 6, S.No. 243, 1AB, 2, 3, 4, S.No. 244, H.No. 1, 2, 3ABC, 6, 7AB, S.No. 245, H.No. 1, 2, 3AB, 4, 5, 6, 7, 8AB, 9 and S.No. 246, H.No. 1AB, 2 of scheme known as RAJHANS INDUSTRIAL COMPLEX situate at revenue Village Gokhivare, Taluka Vasai, Dist. Thane, Zill-a Parishad Thane Panchayat Samiti Vasai, and more particularly described in the schedule written herein after search taken by me on 19th day of April, 1994 at Registration office Vasai, found title of the said property clear, marketable and free from all encumbrances and reasonable doubts

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// SCHEDULE OF PROPERTY //

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I hereby certify that title of the overleaf property is clear, marketable and free from all encumbrances and reasonable doubts.

DATE; 23/05/1994.

AT VASAI.

sd.
(Shri. R.D. KEWAT)
Advocate