सूची क्र. दोन INDEX NO. ॥

नोंदणी 63 म

Regn. 63 m.e.

गावाचे नाव :

माजीवडे

विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा बाबतीत पटटाकार आकारणी देती बाबतात प्राची मोबदला रू. 2,051,000.00 बा.भा. रू. 1,800,000.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

(1) वर्णनः झोन नं. 6/26 4अ - स.नं. 128/बी पैकी, 129/2 - शॉप नं. एफए-12, 1 ला मजला, लेक सिटी मॉल, कापूरबावडी सर्कल, माजीवडे ठाणे प क्षेत्र 31.22 चौ.मी. बिल्टअप

दुय्यम निबंधक: सह दु.नि.ठाणे 2

(3)क्षेत्रफळ

(1)

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता

(1) मे. राजविमल रिटेल्स प्रा.लि. तर्फे डायरेक्टर राकेश जी. जैन - -; घर/फ़्लॅट नं: -; गल्ली/रस्ताः -; ईमारतीचे नावः -; ईमारत नंः -; पेठ/वसाहतः -; शहर/गावः सायमन हाऊस, सयानी रोड, मुंबई 25; तालुका: -; पिन: -; पॅन नम्बर: AADCR1964N.

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता

(1) हरीश श्यामलाल जोतवानी - -; घर/फ़्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: आशर रेसीडेंसी, ठाणे प; तालुका: -;पिन: -; पॅन नम्बर: AFAPJ8036J.

(7) दिनांक

करून दिल्याचा 20/12/2010

नोंदणीचा

20/12/2010

(९) अनुक्रमांक, खंड व पृष्ठ

14246 /2010

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

रू 102550.00

(11) बाजारभावाप्रमाणे नोंदणी

रू 20510.00

(12) शेरा



The Nav Jeevan Co-op. Bank Ltd.
H. O. Bhawani Saw Mills Compound, Uhasnagar - 421 003.

An ISO 9001: 2000 Certified Bank

Date:	Sr. No. 6353
Franking Value	Rs. 102550/-
Service Charges Rs. 10/- per document	Rs. 10/_
Total Amount	Rs. 102560/-
Rupees (in words)	or lac ten thousand
Five hundred	Sixty only.
No. of Documents:	1
Name of stamp duty paying party:	ying party:
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Name of Counter Party	m/s Kairina Lebik Ita
Purpose of Transaction	Arresment tox sde.
Cheque / DD No.	-
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Franking Sr. No. 10 0 4

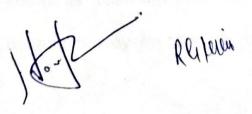
Cashier / Officer



AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Thane this ago to day of December 2010.

Representation of December 2010.



For The Nav Jeevan Co-op. Bank Ltd. THE

Authorised Signatory

D-5/STP(V)/C.R.1071/02/10/777-00/10 R. 0102550/- PB7018

11:40

भारत 10043 141639

DEC 20 2010

BETWEEN:

M/s RAJVIMAL RETAILS PRIVATE LIMITED, company registered under Companies Act 1956, P A No.______, having registered office at Gala No.6, 7, Salman House, J.A. Raul Marg, Sayani Road, Mumbai 400025, hereinafter referred to as the "Vendor", through its director Mr Rakesh G Jain, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its share holders, directors, executors, legal representatives and assigns) of the One Part;

AND

MR HARISH SHYAMLAL JOTWANI, P A No.AFAPJ8036J, aged 41 years, having address at Flat No.1202, Royal Ashar Residency, Pokhran Road No.2, Thane (West), hereinafter references the "Purchaser" (which expression shall unless it be represented to mean and inside his heirs, executors, legal representatives and assigns of the Other Part:

The Vendor and the Purchaser each is hereinafter individually called a "Party" and collectively "Parties". $\boxed{777-7}$

दस्त क्रमांकी र्री रेस्०१०

WHEREAS:

A. The Vendor is the absolute owner in respect of has acquired right and interest in respect of Shop No.FA 12, admeasuring about 280 square feet carpet area on the First Floor, in the commercial complex known as "Lake City Mall - A", being lying and situated on land bearing Survey No.128 /B (Pt) and 129/2 in Village

Repair

Majiwade, Thane (West), (hereinafter referred to as the said

Shop) and more particularly described in the Schedule hereunder

written. The Vendor has purchased the said Shop from the

Promoter, M/s Siddhi Property Promoter Private Limited, vide

agreement for sale dated 29th December 2005 and registered at

the office of the Sub Registrar Thane 5 under document number

00168-2006 on 09-01-2006.

B. The Vendor has not mortgaged the said Shop or in any way

encumbered the said Shop and the Vendor has the right to use

and occupy the said Shop and as on the date hereof the Vendor

is in absolute possession of the said Shop subject to the terms

and conditions contained in the agreement for sale between the

Promoter and the Vendor.

C. The Purchaser have agreed to acquire and purchase f

Vendor all the right, title and interest of the Vendor in the sai

Shop together with full right and benefit of use, occupation

possession of the said Shop for the price and on the terms and

conditions hereinafter appearing.

NOW THIS DEED WITNESSETH THAT:

1. The Vendor hereby sells, transfers, conveys and assures unto the Purchaser and the Purchaser hereby purchase and acquire all the Vendors' right, title and/or interest in the said Shop No.FA 12, admeasuring about 280 square feet carpet area on the First Floor, in the commercial complex known as "Lake City Mall – A", being lying and situated on land bearing Survey No.128 /B (Pt) and 129/2 in Village Majiwade, Thane (West), and more

R-G Jains

particularly described in the First Schedule hereunder written for aggregate consideration of Rs.20,51,000/- (Rupees Twenty Lac Fifty One Thousand Only) to be paid as follows:

- (a) The Purchaser hereby agree and undertake that the Vendor has agreed to sell, transfer, convey and assure unto the Purchaser all the Vendors' right, title and/or interest in the said Shop only on the representations and assurance by the Purchaser that he shall fulfill all their obligations under this Agreement including making timely payments in accordance to the payment schedule as agreed between the Parties and setout herein.
 - (b) Simultaneously on the execution hereof, the Purchaser have paid to the Vendor a sum of Rs.2,51,000/- (Rupees Two Lac Fifty One Thousand Only) as part payment for the purchase of the said shop (the payment and receipt whereof the Vendor hereby admits and acknowledges and of and from the said hereby

discharge the Purchaser forever);

(c) The Purchaser has agreed to make the balance payment of Rs.17,50,000/- (Rupees Seventeen Lac Fifty Thousand Only) to the Vendor on or before the end of 15th January 2011, subject to the registration of these presents, and the Vendor handing over to the Purchaser, original NOC for creating a lien, issued by the Promoters (in the format as may be required by the bank or financial institution from which the Purchaser intends to raise

loan);

(d) The parties hereby agree that in the event of the Purchaser failing to pay the balance sale consideration mentioned in 1(c) above within the stipulated period agreed herein, the Vendor shall, at its sole discretion and without prejudice to any other right available to it under law or equity, decide on extending the period for payment of amount in 1(c) beyond the stipulated period. In the event of the termination of this agreement the Vendor shall refund the part payment received from the Purchaser. The Vendor shall refund the part payment to the Purchaser within 7 (seven) days from the date of the Vendor informing the Purchaser about the termination of these presents due to non payment of balance sale consideration by the Purchaser to the Vendor.

payment of sale consideration mentioned in 1 (c) above shall be exclusive of any time that may be required by the Vendor to

handover the NOC issued by the Promoters and original

documents in respect of the said shop required for creating a

lien, to the Purchaser. Time shall always be the essence

agreement.

(f) Notwithstanding anything contrary stated in this Agreement, in the event the Vendor waives its right to terminate and permits the Purchaser to make late payments, the Purchaser hereby agrees and undertakes that on default of the Purchaser in making timely payment in accordance with the provisions of this Agreement, the Purchaser shall pay the Vendor interest

RG Juis

calculated at twelve percent (12%) per annum on all amounts which become due and payable by the Purchaser to the Vendor under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Vendor till the complete payment is realised by the Vendor.

2. THE VENDOR HEREBY REPRESENTS TO THE PURCHASER:

- (a) The Vendor has acquired the rights in the said Shop from the Promoters and no one other than the Vendor has any share, right, title and/or interest in the rights of the Vendor in the said Shop in any manner whatsoever;
- (b) The Vendor has not mortgaged or in any way encumbered the said Shop with any bank or financial institution or any other person or in any other way and that the said Shop is free from encumbrances;

b1) The said Shop is not subject matter of any pending suitor attachment before or after judgment of any court attachment before or after judgment of any court attachment before or after judgment of any court attachment law or authorities for recoveries of any debts, decretal amount, income tax, wealth tax, gift tax, or any other amount by way of taxes and/or penalties thereon.

b2) There does not subsist any order of injunction of appointment 2 1 - 2 of the court receiver of the said Shop or any part thereof issued by court of law or other authority.

b3) There are no attachment or prohibitory order issued by the competent authority or the court or any government or semi government authority or bank prohibiting from dealing with or

R-4 xins

selling or transferring the said Shop contemplated under these presents.

- b4) The Vendor shall indemnify and keep the Purchaser indemnified at all times in case of any defect in title or towards any claim whatsoever arising by reason of this Agreement or towards the said Shop against the Purchaser.
- by it to the Promoters including payment of dues and charges payable under clause 6 of the agreement for sale between the Promoter and the Vendor, further any other charges that may be charged by the Promoter in respect of the said Shop pertaining to the period before the date of the possession being offered by the Vendor; when the period before the date of the possession being offered by the Vendor; and paid by the Vendor by the Vendor
- Parties in performing its part of the contract the aggricular party shall be entitled to specific performance of this agreement together with right to claim costs, charges and expenses and losses from the defaulting Party.
- (e) The Vendor has not entered into any agreement for sale or any other arrangement in respect of the said Shop or any part thereof with any other person/s nor has the Vendor entered into any binding or contractual negotiations for the sale or transfer or any other arrangement of the said Shop or any part thereof with any other party nor has the Vendor mortgaged or created any encumbrance on the said Shop or any part thereof and shall not do so hereinafter during the existence of these presents;

Ry Juin

- (f) The Vendor has the absolute right and full power and authority to sell the said Shop to the Purchaser and that the Vendor is not restrained either under the income tax act, or any other statute or law for the time being in force;
- (g) There is no restraint or order of any court or authority having jurisdiction restraining the Vendor from dealing with or disposing of the said Shop in any manner whatsoever;
- (h) Subject to receiving the timely payments from the Purchaser, the

 Vendor shall apply for and shall obtain from the said Promoter

 the permission to transfer and sell the said Shop in favour of the

 Purchaser, the Vendor has represented to the Purchaser that the

 Vendor and the Purchaser shall jointly be liable for any transfer

 fees or any other charges that may be charged by the Promoter

 to transfer the said Shop in the name of the Purchaser in the

 records of the Promoter;
- (i) The Vendor shall, either itself or through its legally constitute attorney, whenever called upon to do so, execute such other deeds, documents and/or transfer forms, etc., for the absolutions of the said Shop in favour of the Purchaser;
- (j) Notwithstanding any act, deed, matter or thing done, committed, omitted or knowingly or willingly suffered to the contrary by the Vendors or any person or persons claiming from, through, under or in trust for the Vendor, the Vendor now has in itself good right, full power and absolute authority to sell, transfer, convey and assign the said Shop unto and to the use of the Purchaser.

Ol. Min

(i) The Vendor hereby agrees and undertakes to sign and execute and / or get signed and executed all such necessary application, forms, deeds, matter and things as may be necessary at any time in future, but at the cost of Purchaser herein, and also agrees to sign the various forms as per provisions of the various act and cooperate the Purchaser for completing all the formalities in connection with the said matter, for the absolute transfer of the said Shop in favour of the Purchaser.

3. THE PURCHASER DECLARES THAT:

(a) The Purchaser shall, from the date of possession of the said Shop hereof, bear and regularly pay all the outgoings and taxes in respect of the said Shop and shall become a member of the cooperative Society as and when the same is formed and registered by the Promoter, in place of the Vendor;

only and shall not create any nuisance or annoyance to the members of the building or the complex.

purchase the said Shop subject to the terms and conditions contained in the agreement dated 29th December 2005, between the Vendor and the Promoter and the Purchaser shall be bound by the same except the purchase consideration which shall be agreed to paid by the Vendor, before the completion of the sale.

(d) The Purchaser shall be liable to pay all the charges that may be levied by the Promoter in respect of the said Shop and the Vendor shall not be liable to pay the same to the Promoter.

Re Jaim

- 4. THE PARTIES HERETO AGREE THAT:
- (a) The Vendor shall handover the quiet and vacant possession of the said Premises to the Purchaser simultaneously against payment of the amounts as provided in clause 1 hereof, and the sale of the said Premises shall be deemed to be complete in all respects.
- the transfer fees, if any, payable to the Promoter in respect of the transfer of the said Shop by the Vendor to the Purchaser shall be equally borne and paid by the Vendor and the Purchaser. The Purchaser shall however be solely liable to pay for the stamp duty and registration fees for the agreement for sale and other documents between the Vendor and the Purchaser.
- Purchaser against any claim that may be made and any loss, harm or damage that may be incurred or suffered including the any loss or damage arising out of or connected with or consequent to any of the Vendor representations herein incorrect or inaccurate, including any claims for unpaid

(d) Provided always that the power of termination herein before

mentioned shall not be exercised by the Vendor unless and until the Vendor has given to the Purchaser fifteen days prior notice in writing of intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Purchaser in remedying such breach or breaches within a reasonable time after giving of such notice.

Relixin

(e)This agreement shall always be subject to Maharashtra
Ownership of Shops (Regulation of the Promotion of
Construction, Sale, Management and Transfer) Act 1963 and
Rules of 1964.

(f) In case of any dispute between the parties herein the same will be subject to jurisdiction of Courts of Thane only.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands to this writing the day, month and year hereinabove set out.

THE FIRST SCHEDULE REFERRED TO ABOVE:

ALL THAT IS IN Shop No.FA 12, admeasuring about 280 square feet carpet area on the First Floor, in the commercial complex known as "Lake City Mall – A", being lying and situated on land bearing Survey No.128 /B (Pt) and 129/2 in Village Majiwade, Thane Thank Municipal Corporation. The construction of the aforesaid building is of the year 2008. The above building is basement, ground plus two upper floors and has lift facility.

SIGNED, SEALED & DELIVERED

by the withinnamed "Vendor",

M/s RAJVIMAL RETAILS PVT LTD

Through its Director Mr Rakesh G

Jain, party of One Part, in presence

1. BIREN POMM

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2.

SIGNED, SEALED & DELIVERED by the withinnamed "Purchaser", MR HARISH SHYAMLAL JOTWANI party of Other Part, in presence of WITNESS:

DIREN PS, ARM 25 1.

2.



RECEIPT

RECEIVED of and from	om the withinname	ed Purchas Totsum
Rs.2,51,000/- (Rupees	Two Lac Fifty One T	housand Chivi, to ds
part payment for the	purchase of the sa	aid Shop, vide cheque
number	dated	drawn on

I SAY RECEIVED Rs.2,51,000/-

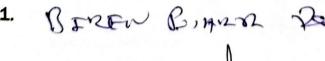
M/s RAJVIMAL RETAILS PVT LTD

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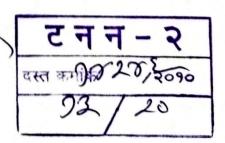
Through its Director Mr Rakesh G

Jain, party of One Part, in presence]

WITNESS:



2.





THANE MUNICIPAL CORPORATION, THANE. (Regulation No. 3 &. 24)

SANCTION OF DEVELOPMENT

2066

EXURE - D सुधारीत PERMISSION / COMMENCEMENT CERTIFICATE

इमारत : तळघर + तळ मजला + दोन मजले (पार्ट)

v.p. N	No 2003	3/48 TMC/TDD 2020 Date 92/2/07	
To,	Shri / Smt.	मे. आर्केटाईप कन्सल्टंटस् (इं.) प्रा. लि. (वा. वि.) (Architect)	
	Shri / Smt.	मे. सिद्धी प्रोंपर्टी खेळलपर्स प्रा. लि. तर्पेर संचालक श्री कपिल सुमा व श्री जयेंद्र गाला (Owner)	
Sir, _			
	With reference	ce to your application No. 93988 dated 94/9/08 For development Permission	
/ grant	of commenc	cement certificate under sections 45 & 69 of the Maharashtra Regional	
and	Town Planning	ng Act, 1966 to carry out development work and or to erect building No.	
वरिष	न प्रमाणे in villa	lage <u>माणिवडे</u> Sector No. <u>५</u> Ward No	
Crust	मंतर्ट -आया रोज	ाड C.T.S. No./ H.No. / T. No. स.नं. १२८ वी व १२९/२	
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		mission / the commencement certificate is granted subject to the following	181
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•	public street.	ding or part thereof shall be occupied or allowed to be occupied or permitted to be	/
2)	No new build	person until occupancy permission has been granted.	7
	used by any p	ment Permission / Commencement certificate shall remain valid for a period of one	4
3)	The developing	noting from the date of its issue.	2090
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4)	This permissi	णपत्र क्र. वि.प्र.२००२/१०४ ज.न. वि./४०३६ दि. १४/१/०५ एधील सर्व	20
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PROFORMA - B CONTENT OF SHEET LAYOUT PLAN PLOT AREA DIA. & CAL RECREATION AREA CALCULATION. SUMMARY, SECTION OF COMP. WALL, ETC. STAMP OF APPROVAL OF PLANS Plans are approved Subject to conditions Prescribed in Permit No. V.F. 2002- 74 IMC/CD-DJUTPS/ 2087 Dated VILLETON Executive Engineer (TIXO) (T.D.D4 Thase Musicipal Corporation of My Das City of Thans. PROFORMA- A AREA STATEMENT SQ.MT AREA OF PLOT AS PER 🛆 METHOD 17,813.74 DEDUCTIONS FOR TREA UNDER 60 M. W. ROAD 4019.81 AREA I NDER 20 M. W. ROAD 1589.17 ROAD AQUISITION AREA 1468.83 COMPENSATION ALREADY TAKEN . + 6 + . 7077.81 NET GROSS AREA OF PLOT 10735.9 PLOT - A AKI A 9572.59 163.34 5 DEDICTION 5% AMENITY OPEN SPACE OF 10716.03 SQ NET AREA 9572.59 DEDICTIONS FOR 626,55 THANE RECREATION GROUND AN PE THON 58 NET AREA OF PLOT (9-8) 626.55 ADDITION FOR F. A.R. PURPO AREA CONSIDERED IS 40% 4% IMPNITY OPEN SPACE 536.79 101 AL AREA (9+10) F.A.R. PERMISSIBLE AS PER APPE 1163.34 A TOTAL BUILT-OF AREA PERMISSIBLE MAD, GROUND AND FRAGE PRACEDO 1.00 V MAY NO. OF STOREYS 13 PERMISSIBLE TOTAL FLOOR AREA 11965.73 14 1163.34 PROPOSED AREA 11317.56 101AL BIALT-UP AREA COSSI MED (B/7) PARKING STATEMENT PARKING REQUIRED BY REGULATION 135

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इस्त क. [टनन2-14246-2010] चा गोषवाश हरत मुल्य :1800000 मोबदला 2051000 भरतेले मुहाक शुल्क : 102550

इस्त हजर केल्याचा दिमांक :20/12/2010 05:10 PM क्रबादमाचा दिनांक : 20/12/2010

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क्रका क. 1 ची वेळ : (सादरीकरण) 20/12/2010 05:10 PM

भारका क. 2 ची वेळ : (फी) 20/12/2010 05:14 PM क्षक्का क. 3 ची वेळ : (कबुली) 20/12/2010 05:16 PM क्षक्का क. 4 ची वेळ : (ओळख) 20/12/2010 05:16 PM

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श्री. सं. र मानपाव सह. दुय्यम निबंधक, ठाणे क्र.२

