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 श्री न्यायालय, मुंबई.
 त्रिपुरा/भीमरी/वर्षाजी
 न्यायालय ९.

K. SHETTY
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23 JUL 1986

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: AGREEMENT FOR SALE :

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THIS AGREEMENT FOR SALE is made at Bombay this 26th day of August, 1986 BETWEEN SHRI PRAKASH BHAGVANDAS [REDACTED], an adult, Indian Inhabitant of Bombay, presently residing at Shop no. 8, Star Galaxy Apartments, L.T. Road, Borivali (West), Bombay. 400092, hereinafter called "the TRANSFEROR" (which expression shall unless it be repugnant to the context or the contrary to the meaning thereof mean and include his heirs, executors, administrators and assigns) of the ONE PART AND SHRI NAVINCHAND, ^{RA} GORDHANDAS BHARKHADA also an adult, Indian Inhabitant of Bombay presently residing at C/o Dilip P. Vasani, A/33, Manek Nagar, 3rd floor, M.G. Road, Opp. Swimming Pool, Kandivali (West), Bombay. 400067, hereinafter called "the TRANSFEREE" (which expression shall unless it be repugnant to the context or the contrary to the meaning thereof mean and include his heirs, executors, administrators and assigns) of the OTHER PART :

...2/-...

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(2)

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क्र. ५२०/६३३७/८६

... २,१५,०००/-
... २,१५,०००/-
... २,५००/-
... १२,
दिनांक ११/३/२००७ ...
भा. र. व. डा. ...

दिनांक: २/३/२००७

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: 2 :

WHEREAS by an agreement dated 2nd day of January, 1984 entered into between M/s. Star Enterprises, a partnership firm having their office at 24, Veer Nariman Road, Rehman Bldg., Fort, Bombay. 400023, therein referred to as the Builders of the first part and the transferor herein as the purchaser therein of the other part, the latter agreed to acquire shop no.8 in Star Galaxy Apartments, L.T. Road, Borivali (West), Bombay. 400092 (hereinafter called "the said premises") from the Builders and paid full consideration therefor and took possession thereof and was and will this day is in occupation of the same

AND WHEREAS the transferor has agreed to sell and transfer his rights, title and interest under the said agreement dated 2nd day of January, 1984 in respect of the said premises and the transferee has agreed to acquire the said premises with the notice of the said agreement dated

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...3/-....

M/s. Star Enterprises

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2nd day of January, 1984 and after taking inspection thereof and being full conversant with the several terms and conditions contained therein on the following terms and conditions :

AND NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1.

The transferor shall sell, transfer, assign and assure to the transferee the shop no.8, Star Galaxy Apartments, L.T. Road, Borivali (West), Bombay. 400092, at or for the price of Rs. 2,00,000/- (Rupees two lacs only) being the full consideration for the said premises. However the transferee shall pay to the transferor a sum of Rs. 1,00,000/- (Rupees one lac only) on the execution of this agreement being the part consideration in respect of the said premises and the balance amount of Rs. 1,00,000/- (Rupees one lac only) shall be due and payable by the transferee to the transferor at the time of handing over the possession of the said shop premises.

2.

The transferee shall also pay upon on execution of this agreement a sum of Rs. 251/- (Rupees two hundred fifty one only) being the amount paid by the transferor for the five shares of the society and Rs. 1/- being the membership fee and upon such payment the said shares shall be transferred in the name of the transferee herein as and when issued by the said builder and/or proposed society.

3.

On making the balance consideration of Rs. 1,00,000/- (Rupees one lac only) within the stipulated time as agreed by and between the parties and on receiving the full consideration amount of Rs. 2,00,000/- (Rupees two lacs only) the transferor shall put the transferee in possession of the said shop no.8 in Star ...4/-...



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Galaxy Apartments, L.T.Road, Borivali (West), Bombay. 400092 with all the rights, title and interest pertaining to the said premises (which he has seen and inspected and found to be in perfect condition) and the transferee shall be entitled to quietly to enter upon, save, occupy, possess and enjoy the said premises and all the amenities therein including electricity, sanitary and other fittings and fixtures therein and attached thereto together with the benefits annexed to the said premises.

4. The transferor hereby declares and states that the said shop is free from all encumbrances and there is no lien charge or mortgage, etc. there is no liability of income tax or any dues of the Government or Municipality etc.

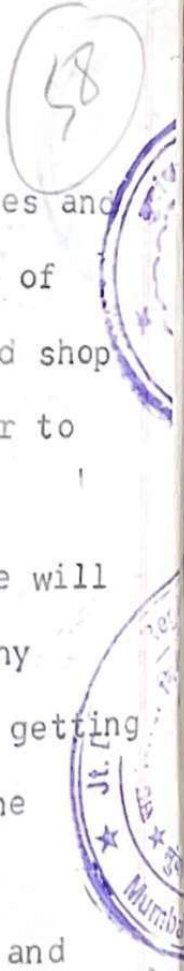
5. That the transferor doth hereby declares and states that the original agreement dated 2nd day of January, 1984 relating to the purchase of the said shop admeasuring about 315 sq.ft. shall be handed over to the transferee on execution of this agreement.

6. That transferor herein promises that he will co-operate with the said transferee in signing any documents, papers, letters, etc. for the purpose of getting the said shop fully transferred in the name of the transferee.

7. That the transferor do hereby declares and states that he has paid all the dues to the builders upto date and further paid a sum of Rs. . . . towards the security amount accountable for taxes, outgoings, etc. and membership fees alongwith share money of the co-operative society to be formed. Both of the said parties agree and undertake to file the form no. 37EE . . . 5/- . . .

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under the amended Income Tax Act to be duly filled in with details for submission to the authority and further agree to register the document and/or this agreement for sale, if necessary.

8. The transferee hereby agrees and undertakes to be a member of the Co-operative Housing Society to be formed and to sign, execute the application for registration, other papers, necessary for the formation and required by the Registrar of Co-op. Societies so long as each flat/shop in the said building is not separately assessed by B.M.C. the said transferee shall pay a proportionate share determined in the builders.

9. Till the co-operative housing society is formed the said transferee is subjected to the terms and conditions of the agreement dated 2nd day of January, 1984 but in the event of it being formed, the said transferee shall become member and share-holder of the society and he shall be governed by the Bye-Laws of the society and the Maharashtra Co-operative Societies Act.

The transferor shall pay all the dues including the municipal taxes, maintenance and other charges due and payable by him to the said builder and/or proposed society till the date of handing over the possession of the said premises and the transferee indemnify to that effect.

11. It is agreed by and between the parties that the transfer charges in respect of the said shop premises shall be paid ^{equally} by the transferor ^{& transferee} and the stamp duty, if applicable, shall be paid by the transferee only.

...6/-...



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: 6 :

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

SIGNED SEALED AND DELIVERED)
 by the withinnamed the Transferor)
 SHRI PRAKASH BHAGVANDAS MATLANI) *Prakash M*
 in the presence of)

SIGNED SEALED AND DELIVERED)
 by the withinnamed the Transferee) *Raj*
 SHRI NAVINCHAND^{RA}, GORDHANDAS BHARKHADA)
 in the presence of)

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RECEIVED the day and year first hereinabove written from the withinnamed the Transferee Shri Navinchand Gordhandas Bharkhada, a sum of Rs.1,00,000/- (Rupees one lac only) being the part consideration in respect of the said shop premises to be paid by him to me in the following manner :-

By Pay Order no. 179764 dt. 5/8/68 drawn on State Bank of Saurashtra, Kandivli West Branch



I SAY RECEIVED RS.1,00,000/-

- WITNESSES:
1. ASHOK SARVAIYA
 2. VASHDEV DINGRA

Prakash M
 (SHRI PRAKASH BHAGVANDAS MATLANI)
 TRANSFEROR

NOTE: Same as

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: THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land hereditaments and premises situate lying and being at Old Gorai Road now known as Tilak Road, containing by admeasurement 5860 sq. meters or thereabouts in the Sub- registration District of Borivali, District Bombay Suburban and bearing C.T.S.No.289 and 289/1, to 289/10 of village Eksar and C.T.S Nos.644 and 645 of village Borivali and assessed by the Assessor and collector of the Bombay Municipal corporation under 'R' Ward Nos. 4872 (1), (2), (3), (4) and (5) and street Nos. 125,126 and 127 and belonging to the heirs and legal representatives of Jathabhai Khataum on or towards the West by the properties of the heirs and legal representatives of representatives of Jethabhai Padamsey and others and on or towards the South by Gorai Road now known as Tilak Road.

[Handwritten Signature]

[Handwritten Signature]


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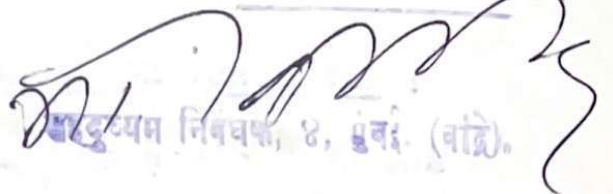


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राजी लिहिल्याप्रमाणे ती घेतली

गोंदीची की २०००-०
 खोटीची (पाने) १८००
 कपाल १२००
 एकूण ... २०३०-०


 अध्यापक निबंधक, कला विभाग
 पुणे (वा.वि.)


 अध्यापक निबंधक, ४, पुणे (वा.वि.)

ज्येष्ठ वाकीन-वर्ग जोरधनशाही भा.र.व.३
 म ३५ वर्ष, विकासा-८ स्तर जोरधनशाही
 एम.टी.एस. कोटवली ४९२

स्तरेतून करून देणारा
 सहायक निबंधक वस्तुपेज
 कलेचे विभाग पुणे कलावि.

ज्येष्ठ शिक्षक जगूभाई सरवेंता
 ज्येष्ठ एस.एस. डा.गड-१-१०२ डोकल मंडलशाही
 व वस्तुपेज निबंधक माहित नसल्याने
 एम.टी.एस. कोटवली ४९२
 पुणे (वा.वि.)

दिनांक १६/१२/८६


 अध्यापक निबंधक, कला विभाग
 पुणे (वा.वि.)

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Kheravani

कमी पडवेली नोंदी रु. 940/- दि 23/10/2016 रोजी
पालिका 233e292 कन्वये वजुली करी.

दि. 23/10/16

K. Mut.
सह जिल्हा निबंधक वर्ग-2, (अभिलेख)
मुंबई उपनगर जिल्हा.

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श्री प्रकाश भगवानपाल
मिळाली

मौजो कलम ३४ च्या तरतुदीप्रमाणे खोले
जवस्थीत राहून कबुली जबाब न दिल्यामुळे
बांध्याकडिता वॉंदणी नाकारण्यात येवली आहे
दि. 23/10/16.

K. Mut.
सह जिल्हा निबंधक वर्ग-2, (अभिलेख)
मुंबई उपनगर जिल्हा.



पुस्तक क्रमांक १ क्रमांक १६
नोंदळा
दिनांक 23/10/16.

K. Mut.
सह जिल्हा निबंधक वर्ग-2, (अभिलेख)
मुंबई उपनगर जिल्हा.