

Monday, October 27, 2008

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Original  
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# पावती

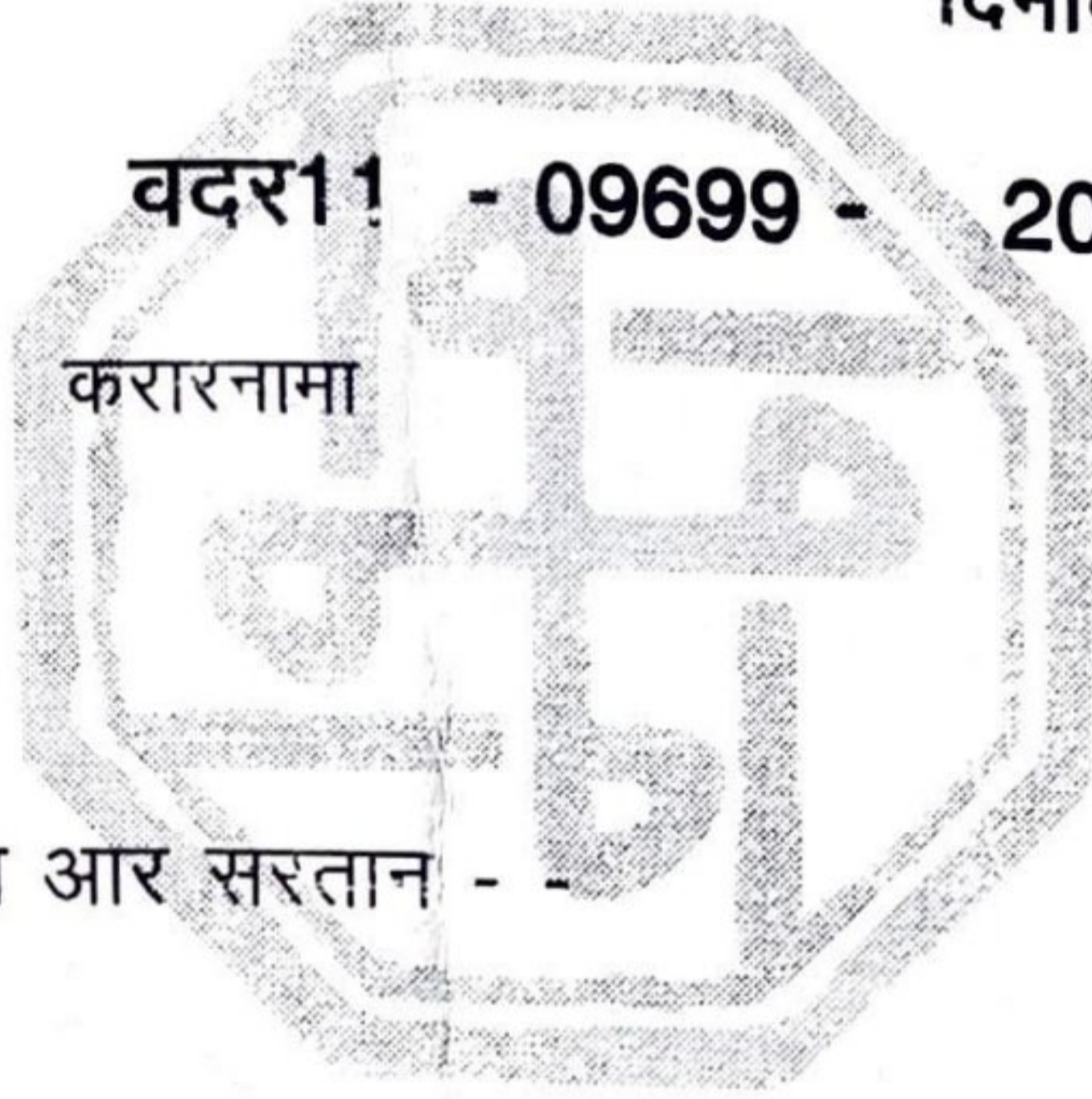
पावती क्र. : 9696

दिनांक 27/10/2008

गावाचे नाव कांदिवली

दस्तऐवजाचा अनुक्रमांक वदर11 - 09699 - 2008

दस्ता ऐवजाचा प्रकार करारनामा



सादर करणाराचे नाव: सुशिल आर सरतान - -

नोंदणी फी	:-	24470.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रजतान (अ. 12) व छायाचित्रण (अ. 13) - एकत्रित फी (15)	:-	300.00
<b>एकूण</b>	<b>रु.</b>	<b>24770.00</b>

आपणास हा दस्त अंदाजे 4:07PM ह्या वेळेस मिळेल

दुय्यम निबंधक  
सह दु.नि.का-बोरीवली 5

बाजार मुल्य: 2446118 रु. मोबदला: 1500000 रु.

भरलेले मुद्रांक शुल्क: 122500 रु.

**दुय्यम निबंधक बोरीवली क्र. 5**  
**मुंबई उपनगर जिल्हा.**

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: स्टेट बँक ऑफ़ त्रावणकोर बोरीवली;

डीडी/धनाकर्ष क्रमांक: 012703; रक्कम: 24470 रु.; दिनांक: 09/09/2008

REGISTERED ORIGINAL DOCUMENT  
DELIVERED ON..... 1-11-08

Customer's Copy

**THE KAPOL CO-OP. BANK LTD.**  
FRANKING DEPOSIT SLIP

Branch: 82077 Date: \_\_\_\_\_

Pay to: Acct. Stamp Duty

Franking Value	Rs. 100500
Service Charges	Rs. 10
TOTAL	Rs. 100510

Name & Address of the Stamp duty paying party  
Mr. Sushil R Sartan  
Cosmos D/204 Valley of Flowers  
Takur Village Kandivali (E) Mumbai

Tel./Mobile No. 9833052541

Desc. of the Document

DD/Cheque No.: \_\_\_\_\_

Drawn on Bank: \_\_\_\_\_

(For Bank's Use only)

Tran ID A254 Rs. \_\_\_\_\_

PL-546 Rs. \_\_\_\_\_

Franking Sr. No. \_\_\_\_\_

Cashier \_\_\_\_\_ Officer \_\_\_\_\_

Customer's Copy

**THE KAPOL CO-OP. BANK LTD.**  
FRANKING DEPOSIT SLIP

Branch: BORIVLI Date: 30/2/08

Pay to: Acct. Stamp Duty

Franking Value	Rs. 22000
Service Charges	Rs. 10
TOTAL	Rs. 22010

Name of the person for whom stamp duty is impressed

Name & Address of the Stamp duty paying party  
MR SUSHIL R. SARTAN COSMOI  
D-204 Kandivali (E) Mumbai

Tel./Mobile No. 9324699744

DD / Cheque No. \_\_\_\_\_

Drawn on Bank \_\_\_\_\_

(For Bank's Use only)

Tran ID A254 Rs. \_\_\_\_\_

PL-546 Rs. \_\_\_\_\_

Franking Sr. No. \_\_\_\_\_

Cashier \_\_\_\_\_ Officer \_\_\_\_\_

**AGREEMENT FOR SALE.**

This Agreement for Sale made and entered into at Mumbai on this 27<sup>th</sup> day of Aug. 2008, The Christian year Two thousand and Eight. By an Between

1. M/S. J D ENTERPRISES a Partnership firm having its registered address as Shop No. 8, Muskurahat C H S L, Charkop, Kandivali (W), Mumbai-400 067. Under the Partnership DEED dated 19<sup>th</sup> day of October 1996 between 1. Mr KRISHNAMURTHI RAMANNA NAIK AN ADULT Indian Inhabitant having his address as Shop No.8, Charkop Muskurahat C H S L, Baramer Nagar, Charkop, Kandivali (W), Mumbai-400 067. AND 2. MR. SAVIO FRANCIS D'COSTA an adult Indian Inhabitant having his address as Shop No.8, Charkop Muskurahat C H S L, Baramer Nagar, Charkop, Kandivali (W), Mumbai-400 067. Hereinafter referred to as the 'TRANSFEROR'S (which meaning shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors administrators) of the ONE PART'. and Mr. SUSHIL R. SARTAN and MRS RAVINDER SUSHIL SARTAN both adult Hindu Indian Inhabitants of Mumbai. Having his address as Cosmos,D/204, Valley of Flowers, Takhur Village, Kandivali (E), Mumbai-400 101. Hereinafter called as the 'TRANSFeree' Which expression shall unless it be repugnant to their context or meaning thereof be deemed to mean and include his heirs, executors, and administrators, of the SECOND PART"

Sartan

[Signature]

J. D. Enter  
[Signature]  
Partner

Stamp Duty  
2006

For The Kapol Co-Op. Bank Ltd.  
Borivali Branch, Bhandarkar Bhavan,  
S. V. Road, Borivali(W),  
Mumbai-400 092.

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R01005001-PB5498  
15:02  
MAY 02 2008  
SPECIAL ADHESIVE  
MAHARASHTRA

INDIA  
R.00220001-PB5498  
13:36  
JUL 30 2008  
SPECIAL ADHESIVE  
MAHARASHTRA

Authorised Signatory  
D-5/S/TP/W/C Bhandarkar Bhavan,  
S.V. Road, Borivali(W),  
Mumbai-400 092.

WHEREAS

By and under an Agreement for Sale/ALLOTMENT LETTER dated \_\_\_\_ Day of \_\_\_\_\_ interfered between 1) M/s. Charkop Muskurahat C H S L and Mr. SAVIO FRANCIS D'COSTA AND 2) MR. KRISHNAMURTHI RAMANNA NAIK. Hereinafter referred as the Vendors therein, and the Transferor herein a n d . MR. SUSHIL R. SARTAN AND MRS. RAVINDER SUSHIL SARTAN both adult Indian Inhabitant having their address as Cosmos, D/204, Valley of Flowers, Thakur Village, Kandivali (E), Mumbai-400 101. referred to as the Purchaser herein. The Vendors have agreed to Sell the and the Purchaser had agreed to Purchase from a Gala being Shop No. 8, Ground Floor, Muskurahat C H S L., Babrekar Nagar, Charkop, Kandivali (W), Mumbai-400 067. admeasuring 465 Sq. Ft. Built Up area, with the following Terms and Conditions mentioned therein on the land more particularly described in the schedule written hereunder and permitted by the Government of Maharashtra under Urban Land (Ceiling and Regulations) Act, 1976.

AND

The Transferees herein shall pay the entire Purchase price of the said Gala to the Said Transferor as per Agreement recited herein as under and further agrees to comply and co operate by all the rules and regulations of the said Society.

AND

The Said (1) Mr. SAVIO FRANCIS D'COSTA AND (2) MR. KRISHNAMURTHI RAMANNA NAIK.. admitted and confirmed that no amount is due and payable to the Transferor herein in respect of ~~Said Gala~~ and the ~~Transferees herein has~~ taken actual possession of the said Gala.

AND

The Transferor has agreed to sell to the Transferee and the Transferee have agreed to Purchase from the Transferor the Said Gala , Shop No. 8, Ground Floor, Muskurahat C H S L., Charkop, Babrekar Nagar, Kandivali (W), Mumbai-400 067.having built up 465 sq. Ft.. on the Ground floor of the Building known as MUSKURAHAT C H S L Shop No. 8, Ground Floor, Muskurahat C H S L., Charkop, Babrekar Nagar, Kandivali (W), Mumbai-400 067, along with fixtures, fittings, and amenities, as per the list enclosed herewith, provided there in by the Builders/Transferors for the Agreed consideration of Rs.15,00,000/- (Rs. Fifteen Lac only) and the parties hereto are desirous of executing this Agreement for Sale in respect thereof

Sartan 

J. D. Enterprises  
Partner 





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AND

The Transferor is the Member of the Building Known as Shop No. 8, CHARKOP MUSKURAHAT C H S L., Babrekar Nagar, Charkop, Kandivali (W), Mumbai – 400 067., admeasuring 465 Sq. Ft. A Proposed/ Registered Society of the Premises in the Building referred to hereinabove and registered under the provision of the Maharashtra Co. Op. Housing Society 'Act 1960 under no. MUM/HSG/TC/9511/96-97 w.e.f 27/12/1996. With its registered office in the same building and whereas such member shall be a registered Share Holder of 5 fully paid up Shares of the Total Value of Rs. 250/- i.e. of Rs. 50 each under Regn. No. \_\_\_\_\_ bearing Nos. \_\_\_\_\_ to \_\_\_\_\_ of the said Society after the formation to be standing in the name and whereas such members and share holders the Transferor has full right and interest and ownership and possession of the said Gala in the Said Society's building situated at Kandivali (W).

AND

The Transferee is desirous of acquiring the said Shares and Rights of the Said Gala With all deposits and contributions made by the Transferor with concerned local authorities including RELIANCE ENERGY. For the beneficial better enjoyment and occupation of the said Gala.

AND

The Transferor have agreed to Transfer the said Shares and Rights of the said Gala and hand over the vacant possession of the said Gala to the Transferee as and for the Total consideration of Rs. 15,00,000/- (Rupees Fifteen Lac only) shall be paid by the Transferee to the Transferor being the full and final Consideration as agreed by and between the parties, by this Resale dealing of the said Gala and shall enjoy all the benefits of the said Gala as an owner.

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AND

The Transferee have agreed to Purchase the Said Gala with all amenities and right by the Transferor and all benefits thereof and for the Total Consideration as aforesaid and to get the Membership in his name permanent right of use and occupation of the Said Gala.

Bartan 

J. D. Enterprises  
Partners 



NOW THIS AGREEMENT WITNESSETH AS UNDER;

1. The Transferor shall sell, assign and transfer to the transferee all the said Shares and right of the said Gala at the Total Consideration of Rs.15,00,000/- (Rs. Fifteen Lac only) , and the Transferee shall pay to the Transferor entire amount of the agreed full and final consideration in following manners.

Rs. 8,00,000/-

The Transferee shall pay to the Transferor On or before the execution hereof as a part Payment of the Agreed Consideration.

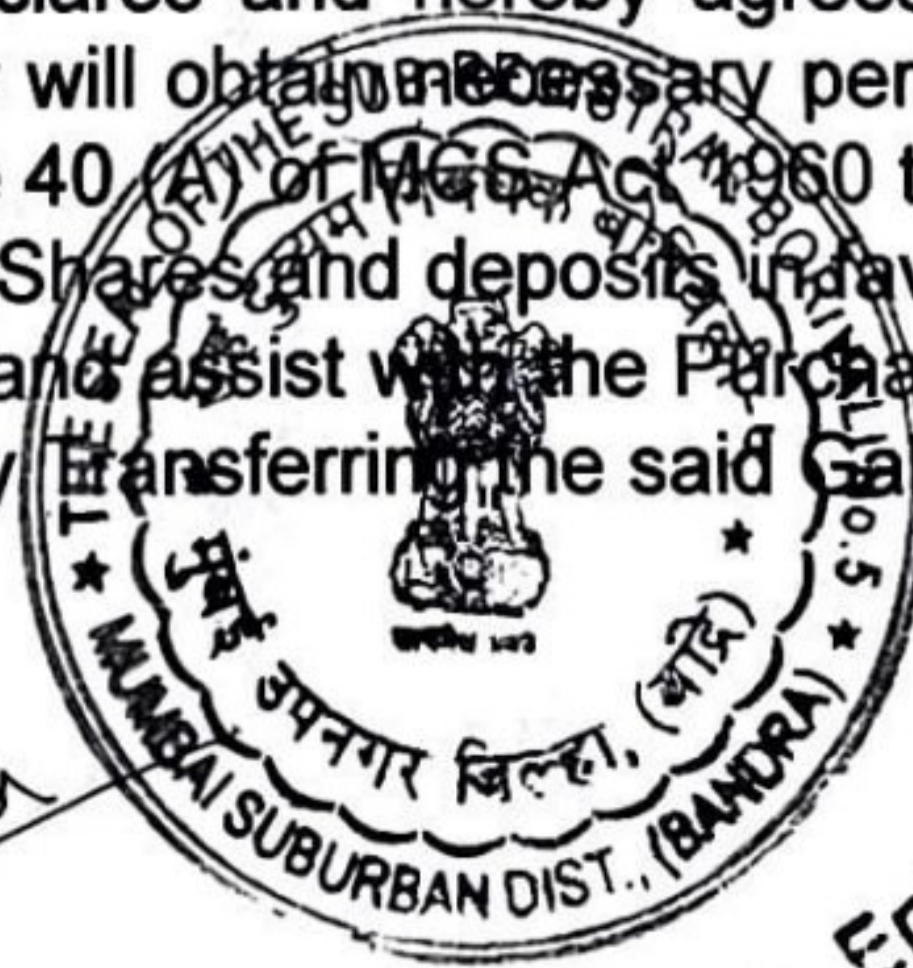
Rs. 7,00,000/-

To be paid by the Transferee on or before Receiving the possession of the said Gala.

The Transferor doth do hereby admit and acknowledge to have received the said sum of Rs. 15,00,000/- ( Rupees Fifteen Lac only)

2. The Transferee hereby agrees to pay all the costs, charges and expenses, deposits, and outgoings to the said Society as per clause of the agreement of the Transferor and the dues of the society has also been paid.
3. The Transferor declares and hereby agrees undertake that they will co operate and assist with the Purchaser for further assuring in law and for better perfectly Transferring the said Gala with all benefits thereof and to the Transferee.
4. The Transferee declares that He/She have in herself/himself full right And absolute Power and authority to sell assign and transfer to the Transferee all the rights, title, and interest in respect of the said Gala and that no other person or persons have any right, title, and interest or claim or demand of any nature whatsoever in to over upon the said Gala or any other part thereof either by way of Sale exchange, mortgage, gift, Trust, lien, or Tenancy or otherwise over the said Gala and the said Gala is free from all attachments and encumbrances being reasonable doubts and hereby agrees and undertakes to indemnify and keep indemnified to the Transferee against all acts, actions, claims, demands, proceedings, cost and expenses arising from any third person/persons relating to the said Gala.
5. The Transferor declares and hereby agrees undertake that immediately Execution hereof they will obtain necessary permission from the said society as required under rule 40 (A) of MCG Act 1960 to Transfer all the rights, Title and interest including Shares and deposits in favor of the Transferee and also agreed to co operate and assist with the Purchaser for further assuring in law and for better perfectly Transferring the said Gala with all benefits thereof and to the Transferee.

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J. D. Enterprises  
Partner

*[Handwritten signature]*

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6. The Transferee declares that He/She have in herself/himself full right And absolute Power right and authority to sell assign and transfer to the Transferee person or persons have any right, title, and interest in respect of the said Gala and that no other nature whatsoever in to over upon the said Gala or any other part thereof either by way of Sale exchange, mortgage, gift, Trust, lien, or Tenancy or otherwise over the said Gala and the said Gala is free from all attachments and encumbrances be reasonable doubts and hereby agrees and undertakes to indemnify and keep indemnified to the Transferee against all acts, actions, claims, demands, proceedings, cost and expenses arising from any third person/persons relating to the said Gala.

7. The Transferor hereby agrees and undertakes that immediately on receipt of the full amount of the agreed consideration as mentioned in clause 1 herein they will hand over peaceful vacant possession of the said Gala to the Transferee along with all relevant documents including bills, receipt, vouchers, correspondence etc. standing in the name and also agrees to hand over the original agreement for sale.

8. The Transferor declares that on and after execution hereof and are on giving possession of the said Gala the transferee shall be exclusive owner of the right, title, and interest which the Transferor has in the said Gala and then the Transferee shall quietly and peacefully hold, and possess, occupy and enjoy the said Gala without any let or hindrance or denial or demand or interruption or evictions or claims by the Transferor or any other person or persons lawfully or equitably claiming through under or in trust for the Transferor.

9. The Transferor hereby agrees and undertake to execute all further Agreements, conveyance and affidavit, undertakings and forms etc. in favor of the Transferee whenever required by the Transferee and or the said society for effectively Transferring the said Gala with all benefits thereof and to the Transferee .

10. This Agreement has been included between the parties hereto on the basis of representation of the Transferor that his/her Agreement with the Builders for the Purchase of the Said Gala is valid and subsisting and no notice of requisition or acquisition of the Gala or Termination has been received by them. The Transferee declares that he have inspected all documents in respect of the said Gala and fully satisfied thereof.

11. All expenses incidental to this Agreement including Transfer fees, Stamp duty, Registration etc. if any payable on this Agreement shall be borne and paid by the Transferees who shall also be liable to pay all outgoing in respect of the said Gala as and when due for payment from the date of possession .

12. It is further agreed by and between the parties hereinabove mentioned that the Society charges shall be borne by the transferees alone



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J. D. Enterprises  
Partner

13. The Transferors undertakes to pay all the monthly outgoings in respect of the said Gala till the date of GIVING PHYSICAL POSSESSION OF THE SAID GALA and the Transferees undertakes to pay the same thereafter.

14. The Transferors herein shall get themselves enrolled as member of the society and shall abide by all the rules and regulation and bye-laws of the said society without committing any breach of the same.

15. The Stamp Duty and the registration fees if any of this agreement shall be borne and paid by the transferees alone

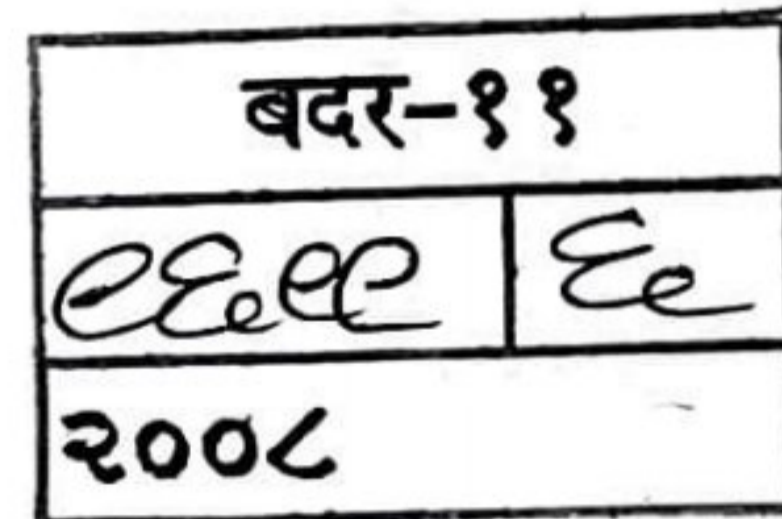
16. This Agreement shall always be subject to provisions contained in the Maharashtra Co-Op Society's Act 1960 or rule 1961.

The contents of this agreement are read over to the parties herein in their vernacular languages and they have well and fully understood the same and the parties hereto IN WITNESS WHEREOF HAVE HEREUNTO SET AND SUBSCROBED THEIR HANDS ON THE DAY AND DATE FIRST HEREINABOVEWRITTEN

#### SCHEDULE OF THE PROPERTY

THE FIRST SCHEDULE OF PROPERTY REFERRED TO ABOVE:

All that a self contained Residential premises, being <sup>SHOP</sup> Gala No:8, Ground Floor, of <sup>CHARKOP</sup> MUSKARAHAT Co-Op Hsg. Scty. Ltd., at S. No. 157 of Kandivali (West), Mumbai - 400 067. admeasuring 465 Sq. Ft, Built up area being at revenue village, Kandivali (W), in Taluka Borivali, in the Registration Dist-and Sub-Dist, Mumbai City and Mumbai Suburban Standing on a piece or parcel of land or ground bearing Plot - 2, Survey No: 157, CTS No. 5 admeasuring 1397.00 Sq. Mtrs. The Area of the Gala is 465 Sq. ft.



Bantan

J. D. Enterprises  
to  
Partner

*[Handwritten signature]*

7.



Signed, sealed, and delivered  
By the Withinnamed TRANSFEROR"  
M/S. J.D. ENTERPRISES Under the Partnership of  
1. MR. KRISHNAMURTHI RAMANNA NAIK  
2. MR. SAVIO FRANCIS D" COSTA  
In the presence of .....

J. D. Enterprises  
*[Signature]*  
Partner

(Transferor)

*[Signature]*  
S. M. Munde

Signed, sealed, and delivered  
By the Withinnamed TRANSFEREE"  
1. MR. SUSHIL R. SARTAN and  
2. MRS. RAVINDER SUSHIL SARTAN  
In the presence .....



(Transferee)

*[Signature]*  
S. M. Munde



Sartan



**RECEIPT.**

Received of and from the withinnamed 1. MR. SUSHIL R. SARTAN and  
MRS. RAVINDER SUSHIL SARTAN THE SUM OF Rs. 15,00,000/- ( Rupees  
Fifteen Lac only) being the full and final consideration for the sale deed of Gala  
No. 8, Ground Floor, Charkop Muskarahat C H S L., Charkop, Kandivali (W),  
Mumbai-400 067. admeasuring 465 Sq. Ft. Situated at Kandivali (W), Mumbai.  
As per the said Sale Agreement hereinabove

I Say Received Rs. 15,00,000/-

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1. MR. KRISHNAMURTHI RAMANNA NAIK  
J. D. Enterprises  
2. MR. SAVIO FRANCIS D" COSTA Partner

