

Encl 9

**AGREEMENT FOR SALE**

**BETWEEN**

**MR. NAGENDRA CHATARAMJI CHOUDHRY**

**AND**

**MR. RAVINDRA C RATHI / MRS. MALA A LOHIYA**



Wednesday, November 02, 2005

3:36:30 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

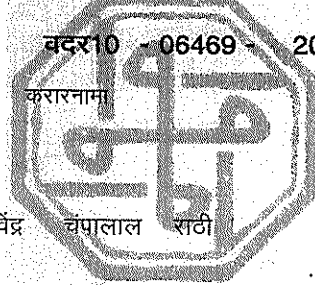
पावती क्र. : 6489

गावाचे नाव पी.एस.पहाडीगोरेगांव

दिनांक 02/11/2005

दस्तऐवजाचा अनुक्रमांक वदर10 - 06469 - 2005

दस्ता ऐवजाचा प्रकार करारनामा



सादर करणाराचे नाव: रविंद्र चंपालाल राठी

नोंदणी फी	:-	11780.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (14)	:-	280.00
<b>एकूण</b>	<b>रु.</b>	<b>12060.00</b>

आपणास हा दस्त अंदाजे 3:51PM ह्या वेळेस मिळेल

रा. दुय्यम निबंधक, बार विली, संवई उपनगर जिल्हा.  
सह. दु. नि. का. बोरोवली 4

बाजार मुल्य: 1177660 रु. मोबदला: 1100000 रु.

भरलेले मुद्रांक शुल्क: 42650 रु.

दस्ताचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: बँक ऑफ बडोदा, गोरेगांव पू मुं ;

डीडी/धनाकर्ष क्रमांक: पे ऑर्डर नं 558409; रक्कम: 11780 रु.; दिनांक: 27/10/2005

**DELIVERED**

ICICI BANK LTD FRANKING DEPOSIT SLIP

Customer Copy

Deposit Br. *Bar Vorti CwJ* Date: *31/10/2005*

Pay to: **Acct Stamp Duty Mumbai**

Franking Value	Rs.	<i>42650/-</i>
Service Charges	Rs.	<i>10/-</i>
Total	Rs.	<i>42660/-</i>

Name of Stamp duty paying party:

*M/s. Reliance Co. Ltd*

Received by *M/s. Reliance Co. Ltd*  
Rs. *42660/-* Towards  
Payment of stamps Duty

DD / Cheque No. *558405*

Drawn on Bank *Bank of Baroda*

*Exce Foreign (EJ)*

*Roots 63*

(For bank's use only)



*36615*

Officer

## AGREEMENT FOR SALE

This AGREEMENT IS made and entered into at Mumbai this 2<sup>nd</sup> day of NOVEMBER 2005 BETWEEN Mr. NAGENDRA CHATARAMJI CHOUDHRY of the Mumbai Inhabitants having address at Flat No.105, 1<sup>st</sup> Floor, Ajay Apartment Co-op Hsg. Soc. Ltd., I B Patel Road, Goregaon-East, Mumbai-400063. hereinafter called the 'TRANSFEROR' (which expression shall, unless it be repugnant to the context or meaning thereof be demand to men include their heirs, executors, administrators and assigns) of the **ONE PART AND.**

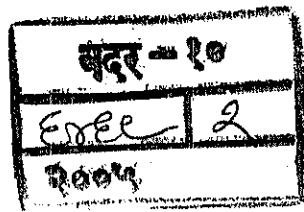
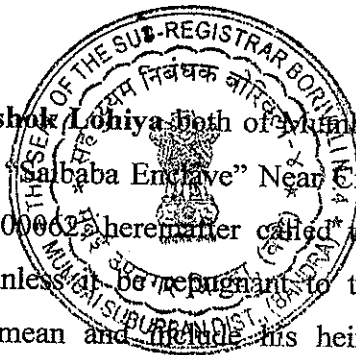
1) Mr. Ravindra C. Rathi & 2) Mrs. Mala Ashok Lohiya both of Mumbai Indian Inhabitants having address at B-601/602, "Salbaba Enclave" Near City Centre, S. V. Road, Goregaon (W), Mumbai-400062, hereinafter called the "TRANSFEREES" (which expression shall, unless it be repugnant to the context or meaning thereof be demanded to mean and include his heirs, executors, administrators and assigns) of the **OTHER PART**

**Jyoti Shankaraji**  
Officer  
ICICI Bank Ltd.

D-6/STP/PC/R.10/44/2003/30 to 333

ICICI Bank Ltd., Ashishta-1,  
Punjabi Lane, Borivli (West),  
Mumbai-400092.

INDIA  
STAMP DUTY MAHARASHTRA  
R.0042650/-PB5299  
152411  
OCT 31 2005  
15:59



*Handwritten signature: waf elho*

*Handwritten signature: Rathi*

*Handwritten signature: Mohiy*

*Handwritten signature: waf elho*

*Handwritten signature: Rathi*

*Handwritten signature: Mohiy*

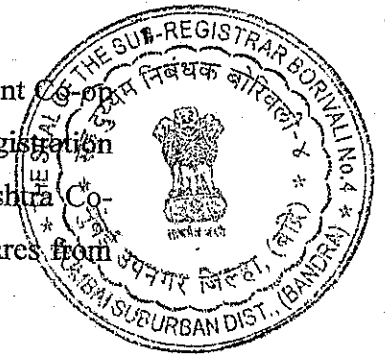
*Handwritten signature: Mrs. Mala Ashok Lohiya*

WHEREAS by an agreement of sale dated 16th August 1991, entered into between 1) Mr. John Peter Fernandes, 2) Mrs. Ann Francisca Fernandes and 1) Mr. Chennaramji Choudhry, 2) Mrs. Rukmani Choudhry, the parties of the first part transfer, and sold Flat No.105 on the First Floor of the building known as Ajay Apts Co-op Hsg Soc Ltd., on the plot of land bearing Survey No.115 (Part) and 122 (part) and C.T.S, No.438 & 469 of village Pahadi, situated at Ishwarbhai Patel Road, Goregaon (East), Mumbai 400063 within Greater Bombay and in the Registration Sub-District and District Bombay City And Bombay Suburban for valuable consideration mentioned in the said agreement dated 16th August 1991 to the second part.

AND WHEREAS another sale agreement dated 9<sup>th</sup> October 1998 between 1) Mr. Chennaramji Choudhry, 2) Mrs. Rukmani Choudhry and Mr. Nagendra Chennaramji Choudhry the party of the first part transfer, and sold Flat No.105 on the First Floor of the building known as Ajay Apts Co-op Hsg. Soc Ltd., on the plot of land bearing Survey No.115 (Part) and 122 (part) and C.T.S, No. 438 & 469 of village Pahadi, situated at Ishwarbhai Patel Road, Goregaon (East), Mumbai 400063 within Greater Bombay and in the Registration Sub-District and District Bombay City And Bombay Suburban for valuable consideration mentioned in the said agreement dated 16th August 1991 to the second part.

Now whereas Transferor are seized and possessed of and /or otherwise well sufficiently entitled to a Flat No.105 admeasuring 480 Sq.ft ie 576 Sq.ft (Built Up area) on the 1<sup>st</sup> Floor of the building known as Ajay Apartment Co-op Hsg. Soc Ltd.(Part of Nanda-Deep Co-op Hsg Soc.) Plot No-7, Survey No.115 part of 122, Goregaon (East), Mumbai-400063 on the piece or parcel of land bearing C.T.S. No. 438 & 469, of village Pahadi Goregaon-East, in the Registration District & Sub District of Mumbai Suburban.

AND WHEREAS the transferor herein is the member of Ajay Apartment Co-op Hsg.Soc Ltd.(Part of Nanda-Deep Co-op Hsg. Soc Ltd) bearing Registration No.BOM/WP/HSG/(TS)/6017 of 1991-92 register under the Maharashtra Co-op Society Act,1960 holding Share Certificate No.012 and Five Shares from No.56 To 60 of Rs.50/- each of the said Society



The Transferor are in possession and occupation of the said flat and are the rightful owners having fulfill and subsisting right, title and interest in the said Flat;

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The Purchase herein approached to the Transferor and shown his desire purchase the said Flat.

*handwritten signature*

*Plattin Mohini*

The Transferor herein upon request of Transferees have agreed to sell and transfer to the Transferees and the Transferees has agreed acquired all the said Transferor right in respect of the Flat as also all the benefits, rights and advantages relating along with shares No.56 to 60 of Rs.50 each. Thereto at a total price of Rs11, 00,000/- (Rs. Eleven Lac Only) together with the occupancy and other rights in the said flat upon the terms and conditions hereinafter appearing.

**NOW THESE PRSENT WITNESS AND IT HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERTO AS FOLOWS:-**

1) The Transferor hereby agrees to sell and convey said flat and ALL THAT share and occupancy right, title and interest of the Transferor in the said flat No.105 admeasuring 480 Sq.ft ie 576 Sq.ft (Built Up area) on the 1<sup>st</sup> Floor of the building known as "AJAY APARTMENT CO-OP HSG. SOC LTD." Survey No.115 Part 122 part piece or parcel of land bearing C.T.S. No. 438 & 469 of village Pahadi Goregaon-East in the Registration District &sub District of Mumbai Suburban [hereinafter referred to as "said flat and more particularly described in the schedule hereunder written].

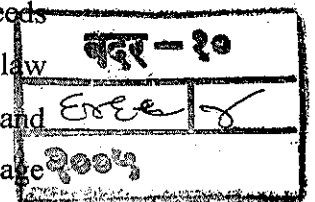
2) It is agreed between the parties hereto that the Transferee shall pay Rs.11, 00,000/-(Eleven Lac Only) as final purchase amount to the Transferor for the consideration of flat No.105 admeasuring 480 Sq.ft ie 576 Sq.ft (Built Up area) on the 1<sup>st</sup> Floor of the building known as "AJAY APARTMENT CO-OP HSG SOC LTD." Survey No.115 Part 122 part piece or parcel of land bearing C.T.S. No.438 & 469 of village Pahadi Goregaon-East in the Registration District &sub District of Mumbai Suburban.

3) It is agreed between the parties hereto that the Transferee shall pay the said consideration to the Transferor in the manner herein below mentioned;

- a) Rs.51, 000/- being the earnest money or before the execution hereof
- b) Rs.10, 49,000/-Being the balance consideration within 60days from the date of execution hereof



4) The Transferor shall sign and execute all such documents, Deeds and writing including transfer forms, applications and other requisite forms papers, deeds and writing as may be necessary or expedient and required by the Society in law more perfectly assigning and transferring the said Flat and the full benefit and advantages connected with the said flat and the full benefits and advantage connected with said flat to the Transferees.



*hopeful*

*Platen*

*\* Mohan*

5) The transferor hereby agree and confirm that there is no outstanding claim and/or dispute or encumbrances and/or charge with regard to the said flat or with any other person or person or bodies corporate and if there is ant such outstanding claims/demands or disputes, then the transferor will clear and discharge the same at their own cost to the full satisfaction of the Transferees.

6) The transferor doth hereby declare that they have neither at any time here to before entered into any other agreement, contract or writing for sale of the said flat with any person or party or body corporate nor have they done and executed all such assurances, deeds, acts, matters and things or omission nor have they created any liability or encumbered or charged their right, title and interest of whatsoever nature in respect of the said flat and that the transferor have full rights and absolute authority to effect these presents in favor of the Purchase and / or his nominees.

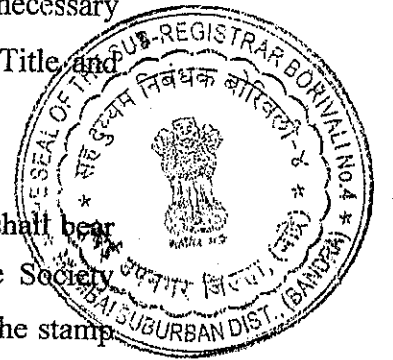
7) The Transferor doth hereby declare that they have neither at any mortgaged the said Flat to any body corporate, Bank, Institution or Individual nor have they done any acts deeds or things to jeopardize the right title or interest of the Purchase in any manner howsoever arising.

8) The transferor hereby declares that they shall pay all out standings and dues of the Government or Local authorities till the date of the Transferees Being Put in Possession of the said Flat.

9) The Transferor shall put the Transferees in vacant and peaceful possession of the said Flat after received full & final amount from the transferees of the above said flat.

10.) On receipt of full and final payment of Rs.11, 00,000/- (Eleven Lac Only) as provided for in clause 2 hereinabove and shall also execute all necessary documents including transfer, convey and/ or perfect all the rights, Title and interest of the Transferor in the said Flat in Favour of the Transferees.

11) The parties hereto agrees that the Transferor and the Transferees shall bear and pay the expenses of the transfer charges if any payable to the Society equally and the Transferees alone shall bear and pay the expenses of the stamp duty and registration fees on transfer as required in low.



*Handwritten signatures:*  
1. *May Singh*  
2. *Maitra*  
3. *Mohini*

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12) If, however, the Transferor or the Transferees refuse or neglect to complete the transaction of the said flat stipulated in this agreement, the transferor and the transferees will have an option to enforce specific performance of this agreement.

Parties further agree that time is the essence of this contract.

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

**THE SCHEDULE ABOVE REFERED TO**

ALL That Flat No.105 admeasuring 480 Sq.ft ie 576 Sq.ft (Built Up area) on the 1<sup>st</sup> Floor of the building known as Ajay Apt Co-op Hsg. Soc Ltd.( part of Nanda-Deep Co-op Hsg.Soc. Ltd.), situate lying and being at Plot No.7, of Survey No. 115 part 122 part Ajay Apts. Co-op. Hsg. Soc. Ltd., Goregaon-East, Mumbai-400063, on The Piece or parcel of land bearing C.T.S. No. 438 & 469 of village Pahadi Goregaon-East in the Registration District and Sub District of Mumbai Suburban. The Building was constructed in the year 1985-86 and consists of ground plus four upper floors without lift.

SIGNED AND DELIVERD

By the with named "Transferor"

[1]MR.Nagendra Chettaramji Choudhary

In the presence of ....

) Nagendra

SIGNED AND DELIVERED

By the withinnamed "Transferees"

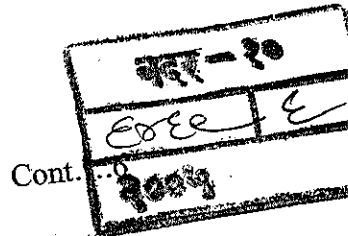
[1]Mr.Ravindra Champalal Rathi

[2]Mrs. Mala Ashok Lohiya

In the presence of ....

) Rathi

) Lohiya



Cont...



## RECEIPT

RECEIVED from Mr.Ravindra C. Rathi, & Mrs. Mala A Lohiya the Sum of Rs.51,000/-(Fifty One Thousand Only) Being the part payment of the purchase price in respect of Flat No.105 in Ajay Apt. Co-op Hsg Soc Ltd., I. B. Patel Road, Goregaon-East,Mumbai-400063.

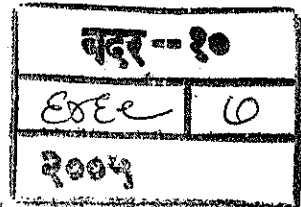
Chq. No.	Date	Amount	Name of the Bank
195207	7/10/2005	51000/-	Bank of Baroda Goregaon-CE]

WE SAY RECEIVED

*Nagendra*  
Nagendra Chatraramji Choudhry

WITNESSES:

1. Ashokkumar
2. Radka



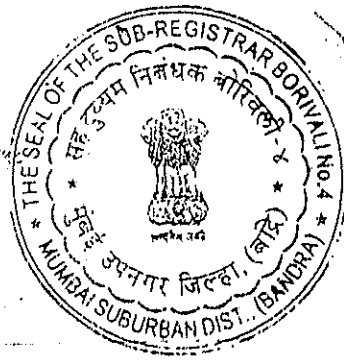


बालमत्तापत्रक

पं. अ. अ. गोरगांव (१) मुंबई उपनगर जिल्हा  
 शासनाला दिलेल्या आदेशांनुसार किंवा शासनाला  
 तपशील आणि त्यांच्या पं. अ. अ. गोरगांव

क्रमांक: १२५७  
 दिनांक: २०/०१/२००८

पं. अ. अ. गोरगांव (१) मुंबई उपनगर जिल्हा  
 शासनाला दिलेल्या आदेशांनुसार किंवा शासनाला  
 तपशील आणि त्यांच्या पं. अ. अ. गोरगांव



पं. अ. अ. गोरगांव  
 मुंबई उपनगर जिल्हा

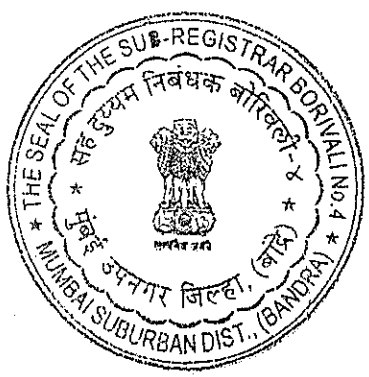


बालमत्तापत्रक  
 पं. अ. अ. गोरगांव

३०/०१/२००८  
 ३०/०१/२००८  
 ३१/१२/२००७  
 १२० ६०४  
 १२१-००

TRUE COPY

Handwritten signature



बंदर-२०  
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बंदर-२०  
 ४२९८ १९  
 २००५

मुहम्मदई महानगरपालिका

MUNICIPAL CORPORATION OF GREATER BOMBAY

NO. GR/3367/BSLI/AR

TO: Smt V.S. Malavade, Architect.

Sub: Permission to occupy the completed bldg. on Plot No. 7 of Mandadeep Co-Op. Hsg. Soc. Ltd., G.R.P. No. 469 & 498 of village Pahadi, Goregaon(E)

Ref: Your letter No. dated 17.5.1985.

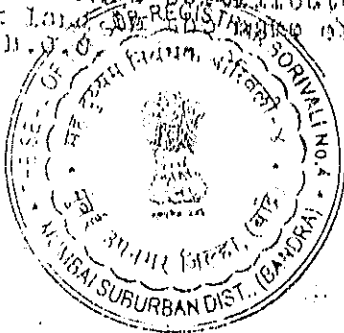
Sir,

By direction, I have to inform you that the permission to occupy the completed portion of basement ground + 2 and 3(part) upper floors, shown by you in the red colour in the plans submitted by you on 23.5.1985 is hereby granted. Please note that this permission is without prejudice to section u/s. 253A/471 of B.M.C. Act and subject to following conditions:

1. That the certificate u/s 270A of B.M.C. Act shall be obtained from A.B.W.W.P./C and a certified copy of the same shall be submitted to this office.
2. That the water supply for premises for which occupation is granted shall be restricted to 50% of normal requirement and no complaint for short supply of water shall be entertained in future.
3. That D.I.L.R. application for transfer of ownership of subterranean tank of M.C.C.B. shall be submitted before M.C.C.

CERTIFIED TRUE COPY

Smt V.S. Malavade, Architect and Interior Designer



Yours faithfully,

(S)

Executive Engineer Bldg. Proj. (WS) P&R

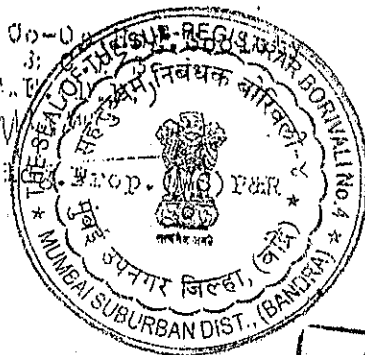
Copy to: 1) Owner - M/s. Mandadeep Co-Op. Hsg. Soc. Ltd. 2) E.B.V. 3) A.B.W.W.P./C 4) A.A. 5) W.D.C. 6) W.O.P.

SMB

TRUE COPY

Handwritten signature/initials

Ex. Engr. Bldg. Proj. (WS) P&R



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वदर - २०
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# AJAY APARTMENT CO-OP. HSG. SOC. LTD.

Reg. No. : BOM / W-P / HSG / (TC) / 6017 of 1991-92

I. B. Patel Road, Jayprakash Nagar, Goregaon (East), Mumbai-400 063.

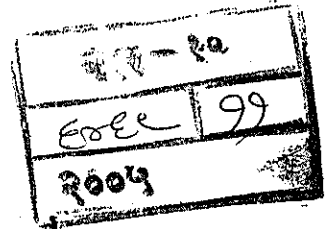
Date \_\_\_\_\_

ef. No. \_\_\_\_\_

## TO WHOM SO EVER IT MAY CONCERN

The CTS No. of Ajay Apartment Co-Operative Housing Society is 438, 469 as per our record. Ajay Apartment Co-operative Society is a registered society & it is a part of Nandadeep Co-operative Housing Society & the BMC property tax for Ajay Apartment Co-Operative Housing Society, We are peying in the name of Nandadeep Co-operative Housing Society

*Chand Nagesh*  
-0-



# AJAY APARTMENT CO-OP. HSG. SOC. LTD.

Reg. No. : BOM / W-P / HSG / (TC) / 6017 of 1991-92

I. B. Patel Road, Jayprakash Nagar, Goregaon (East), Mumbai-400 063.

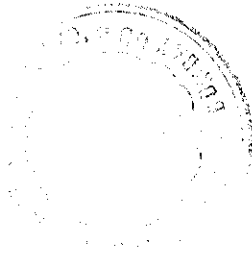
Ref. No. \_\_\_\_\_

Date 27/10/05

## TO WHOM SO EVER IT MAY CONCERN

1985-86 is the year of Construction of Ajay Apartment Co.Op. Housing Society Ltd., This building is of Ground + Four Floor, and of with-out lift.

The Society have no objection for sale of Flat No. C/105.



*Clara Niggett*  
Ajay Apartment Co. Ltd.  
Secretary



बदर - १०
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02/11/2005

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

दस्त क्र 6469/2005

3:37:57 pm

सह दु.नि.का-बोरीवली 4

दस्त क्रमांक : 6469/2005

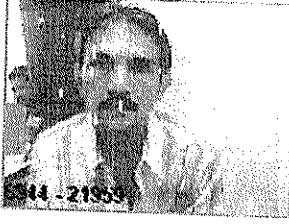





दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1	<p>नाम: रविंद्र चंपालाल राठी पत्ता: घर/फ्लॅट नं: बी 601-602 गल्ली/रस्ता: एस व्ही रोड ईमारतीचे नाव: साई बाबा एनक्लेव्ह ईमारत नं: - पेट/वसाहत: - शहर/गाव: गोरेगांव प मुं तालुका: - पिन: -</p>	<p>लिहून घेणार वय 42 सही <i>Rathi</i></p>		
2	<p>नाम: माला अशोक लोहिया पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: वरीलप्रमाणे पेट/वसाहत: - शहर/गाव: - तालुका: - पिन: - पॅन नम्बर: ए ए व्ही पी एल 7327 ए</p>	<p>लिहून घेणार वय 34 सही <i>Lohia</i></p>		
3	<p>नाम: नागेंद्र छत्रारामजी चौधरी पत्ता: घर/फ्लॅट नं: 105 गल्ली/रस्ता: आय व्ही पटेल रोड ईमारतीचे नाव: अजय अपार्टमेंट ईमारत नं: - पेट/वसाहत: - शहर/गाव: गोरेगांव पू मुं तालुका: - पिन: 6</p>	<p>लिहून घेणार वय 34 सही <i>Nagendra</i></p>		

कर-१०  
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दस्ताऐवज करून देणार तथाकथीत [करारनामा] दस्ताऐवज करून दिल्याचे कबूल करतात.

1 OF 1



दस्त क्र. [वदर10-6469-2005] चा गोषवारा  
बाजार मुल्य :1177660 मोबदला 1100000 भरलेले मुद्रांक शुल्क : 42650

पावती क्र.:6489 दिनांक:02/11/2005  
पावतीचे वर्णन  
नांव: रविंद्र चंपालाल राठी

दस्त हजर केल्याचा दिनांक :02/11/2005 03:31 PM  
निष्पादनाचा दिनांक : 02/11/2005  
दस्त हजर करणा-याची सही : *Glateri*

11780 :नोंदणी फी  
280 :नक्कल (अ. 11(1)), पृष्ठांकाची नक्कल (अ. 11(2)),  
रुजवात (अ. 12) व छापाचित्रण (अ. 13) ->  
एकत्रित फ्री

12060: एकूण

दस्ताचा प्रकार :25) करारनामा  
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 02/11/2005 03:31 PM  
शिक्का क्र. 2 ची वेळ : (फ्री) 02/11/2005 03:37 PM  
शिक्का क्र. 3 ची वेळ : (कबुली) 02/11/2005 03:37 PM  
शिक्का क्र. 4 ची वेळ : (ओळख) 02/11/2005 03:37 PM

*शे. ए. डी. म्हेय*  
दु. निबंधकाची सही, सह दु. नि. का-बोरीवली 4.

सह. दुय्यम निबंधक बोरीवली-क्र. ४,  
मुंबई उपनगर जिल्हा.

दस्त नोंद केल्याचा दिनांक : 02/11/2005 03:37 PM

ओळख :  
खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,  
व त्यांची ओळख पटवितात.

1) सुर्यकांत - गोडकर ,घर/फ्लॅट नं.  
गल्ली/रस्ता: -

ईमारतीचे नाव: सुर्य इं. इस्टेट

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: गोरेगांव पू मुं

तालुका: -

पिन: 63

2) रविंद्र - पाडगांवकर ,घर/फ्लॅट नं:

गल्ली/रस्ता: -

ईमारतीचे नाव: वरीलप्रमाणे

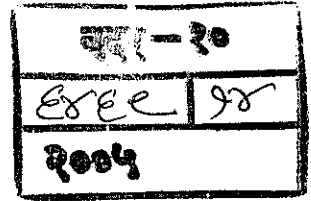
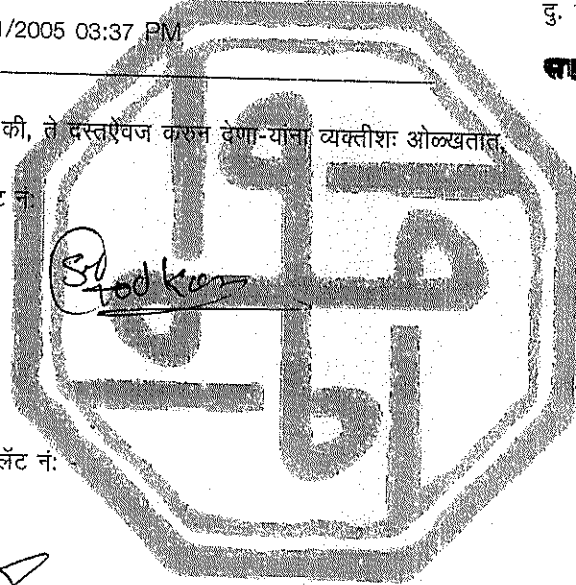
ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -



*शे. ए. डी. म्हेय*  
दु. निबंधकाची सही  
सह दु. नि. का-बोरीवली 4

सह. दुय्यम निबंधक बोरीवली-क्र. ४,  
मुंबई उपनगर जिल्हा.

प्रमाणित करणेत येते की, या  
दस्तामध्ये एकूण.....१४.....पाने आहेत.

*शे. ए. डी. म्हेय*  
सह. दुय्यम निबंधक बोरीवली-क्र. ४,  
मुंबई उपनगर जिल्हा.



वदर-१०/६४६९/२००५

पुस्तक क्रमांक १, क्रमांक वर

सादला.

दिनांक: २१/११/०५

*शे. ए. डी. म्हेय*  
सह दुय्यम निबंधक, बोरीवली - ४.  
मुंबई उपनगर जिल्हा.



**THE AJAY APARTMENT CO-OP. HOUSING SOCIETY LTD.**

I. B. PATEL ROAD, JAYPRAKASH NAGAR, GOREGAON (EAST), BOMBAY-400 063.  
(Registered under M.C.S. Act, 1960) (Registration No. BOM/W-P/HSG/TC/6017 of 1991-92)

Sr. No. 012

Date : 26/12/93

Authorised Share Capital Rs. 9000 Divided into 36 Shares each of Rs. 50/- only.

Member's Register No. TWELVE

**THIS IS TO CERTIFY** that Shri / Smt. CHENARAM G. CHAUDHARY &

SMT. RUKMINI C. CHAUDHARY JOINTLY

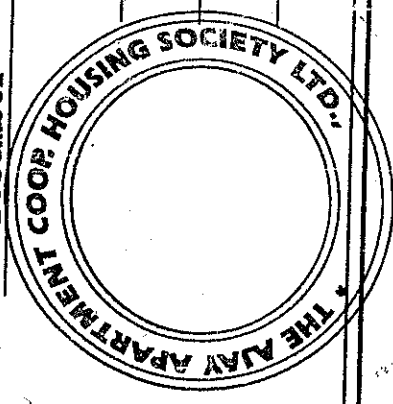
of Flat F/105 is the Registered Holder of ( FIVE ) Shares from NOFIFTY SIX

to SIXTY of Rs. 250 ( RUPEES TWO HUNDRED FIFTY ONLY )

in **THE AJAY APARTMENT CO-OP. HOUSING SOCIETY LTD.**, Bombay, subject to the Bye-laws of the said Society and that upon each of such Shares the sum of Rupees Fifty has been paid.

Given under the Common Seal of the said Society at Bombay this 26th

day of December 1993



[Signature] Chairman

[Signature] Hon. Secretary

[Signature] Member of the Committee

