

204

AGREEMENT FOR SALE
GOYAL SHOPPING ARCADE COOP. HSG. SO. LTD.
OFFICE NO. 204 2ND FLOOR

BETWEEN

ACHIN K. RYAL
&
ARVINDERKOR CHADHA

ON 22.11.2000

AGREEMENT VALUE RS 8,00,000

STAMP DUTY PAID ON 22.11.2000
RS 8750
REGISTERED ON 31.12.2000

आमो. ए. वरदादी. निवासी. का. भावप्रसाद 650 542
दुय्यम निबंधक मुंबई (अपमान) 650 542
(अपमान) 650 542 650 542 650 542
येत असा कायदा आहे. हा कायदा आहे.

दि: ११/१२/२०००
मुख्य निबंधक मुंबई (अपमान)

११/१२/२०००



दस्तावेज क्रमांक १ क्रमांक वा

नोंदला

तारीख

११/१२/२०००

मुख्य निबंधक, मुंबई
अपिलाची सुनावणी करण्याखेरीज
निबंधकाचे सर्व अधिकार अस्तित्वात

Aewinder Kaur Chadha

(Signature)

हरियम निबंधक गंधी

पता (पंजीकृत)
नाम (अंग्रेजी)
व्यक्ति का पता (पंजीकृत)
पता
नाम
पता

(Signature)
हरियम निबंधक, गंधी
हरियाणा प्रशासकीय विभाग
पंजीकृत पता



1800 आर्यिका के क्रांति का गुरुक विद्यालय
ए - 8183 माला सला गाना का ए
1800 आर्यिका का क्रांति का गुरुक विद्यालय
203 माला सला गाना का ए

सदस्य कलम देवार
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सदस्य *(Signature)*
.....
सदस्य *(Signature)*
.....

(Signature)
Aewinder Kaur Chadha

1) *(Signature)*
रजनीकान्त गंधी
5/1/2000
बोरीवली

मातादिन शुक्ल
बादव च ड, रावल पाडा,
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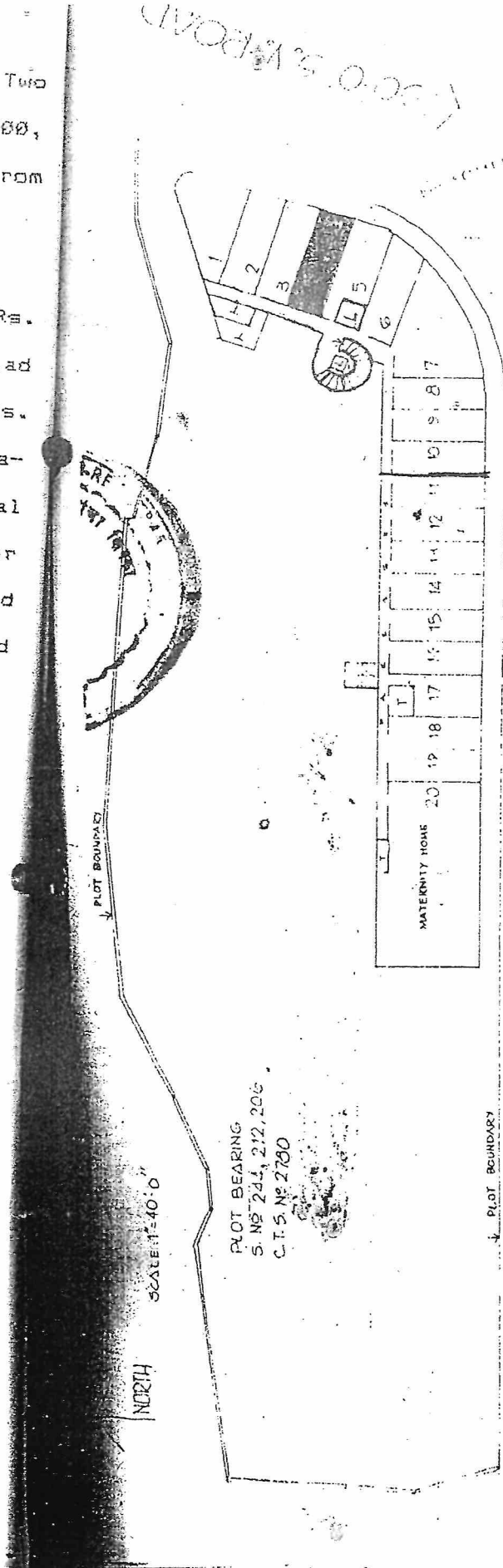
60'0" WIDE LAKMANVA TILAK ROAD -

* *Approved Kame Chelha*

~~SHOP SHOW ROOM / OFFICE NO 204~~
SHOWN IN PINK

BUILDERS
M/S GOVALI
PRAGATI SHOPPING
BATTERY ROAD MALAC

FLOOR PLAN OF PROPOSED 'GOVALI'S SHOPPING AR
ON S.V. ROAD & L.T. ROAD AT BORIVLI (WEST)



R E C E I P T

1) Received an amount of Rs. 2,00,000/- (Rupees Two Lacs Only) vide cheque no. 242017, dated 5th May 2000, drawn on Punjab & Sind Bank, Borivli Branch, Mumbai, from the Transferee MRS. ARVINDERKAUR CHADHA.

2) As per my request to issue the Pay Order of Rs. 6,00,000/- (Rupees Six Lacs Only) in favour of Malad Shakari Co-op. Bank Ltd., Malad (W), Mumbai, received Rs. 6,00,000/- in full and final against the sale consideration of officer premises being office no. 204, in Goyal Shopping Arcade, Pay Order no. 579314 dated 10 November 2000, issued by Punjab & Sind Bank in favour of Malad Shakari Co-op. Bank Ltd., the same is acknowledge and received by me.

B. Goyal Ashish *Arvinder Kaur Chadha*

(MR. ASHISH H. KYAL)

as aforesaid by the Transferor.

11) It is agreed by and between the parties hereto that registration charges and stamp duty if any payable shall be borne and paid by the "TRANSFEEE" only.

12) "Transfer charges in respect of transfer of the said premises in the society record shall be born and paid by the "TRANSFEROR" only.

13) In case of failure to act or perform any of the acts by either of the party and this agreement does not operate in full and in cancellation of this agreement, the amount paid by the "TRANSFEEE" to the "TRANSFEROR" shall be refunded within 15 days time.

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

SIGNED, SEALED AND DELIVERED)
by the withinnamed Transferor,)
MR. ASHISH H. KYAL, in the presence)
.....)

X *Ashish H. Kyal*

SIGNED, SEALED AND DELIVERED)
by the withinnamed Transferee,)
MRS. ARVINDERKAUR CHADHA, in the)
presence of)

Arvinder Kaur Chadha

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the said office fully transferred in the name of the transferee.

8) On execution of this agreement, the "TRANSFEROR" shall apply to the Society "Goyal Shopping Arcade Co-op. Housing Society Ltd.", to record sale and transfer of the said office premises in the name of "TRANSFEEE" and at the same time the "TRANSFEROR" shall lodge the share certificate being certificate no. 185 for the transfer of the same in name of the "TRANSFEEE" and make necessary changes in the shares register of the society.

9) The "TRANSFEEE" hereby agrees to become the member of the Society and agree and undertakes to observe, perform and carry and abide by the bye-laws, and regulation of the said society in force time to time on his being admitted as the member of the said society. The Transferees shall also pay and discharge from the date of possession of the said office all the municipal taxes, government dues, Society's outgoings electricity charges, water charges and all other dues of whatever nature in respect of the said office as and when payable. The Transferor shall pay the Society's outgoings, taxes ect. in respect of the said office till the possession of the said office is handed over to the Transferee.

10) All the amounts at present standing to the credit of the Transferor either with the said society or with any other person and/or private or public body in respect of the said office and the said shares shall stand transferred in the name of the Transferee as if the same have

Koyal Khandelwal

disputes, claim and encumbrances.

b) The Transferor has good right, full power and absolute authority to sell and transfer the said office to the Transferee and there is no impediment or restraint or injunction against the Transferor from being able to do so.

c) There are no outstandings or arrears payable to the Society in respect of the municipal taxes, society's outgoings and other charges in respect of the said office and the same have been paid upto date by the Transferor.

d) There is no restraint order or injunction from any court, Tribunal or authority restraining the Transferor from selling the said shares and the said office to the Transferee as herein contained.

6) The "TRANSFEROR" doth hereby declare and state that as stated in clause no. 1 above full and final has been received and the original agreement dated 8th February 1982 and a copy of Deed of Distribution dt. 26th November 1980, have been handed over to the "Transferee".

7) The "TRANSFEROR" herein promises that he will cooperate with the said "TRANSFEE" in signing any documents, papers, letters, etc. for the purpose of getting

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Kunal *Kunal*



over the possession of the said premises which is on or before 15th November 2000.

2) The "TRANSFEREE" is aware of the agreement dated 8th February 1982 between "The Sellers" and the Somesh Kyal Family Trust and the Distribution Deed dt. 26th November 1990 or/and agrees to abide by all the terms and conditions of the agreement dt. 8th Feb. 1982.

3) The "TRANSFEROR" hereby declares that he has acquired and became the owner of the office premises being office no. 204, in the "Goyal's Shopping Arcade" by virtue of distribution deed dt. 26-11-90.

4) The "TRANSFEROR" hereby declares and states that on the date of execution of this deed the Transferor has not contracted to sell or mortgage the said premises or the said shares to any person or persons and that the Transferor has full and independent right, power and authority to sell, transfer and dispose of the same. The Transferor hereby further agrees and undertakes to indemnify the Transferee in the event of the Transferee or any person or persons claiming through, under or in trust for them, in case the Transferee may suffer any loss or damage due to any lawful claim put forward by any party to the extent of the loss suffered by the Transferee or any person claiming through, under or in trust for him.

5) The Transferor hereby declares that :-

a) The said shares and the said officer constitute the Transferor's absolute property and

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Kyal Trust

092, approached to the transferor herein and expressed his desire to purchase the said office premises and the "TRANSFEROR" agreed to sell the said premises to the "TRANSFEREE" on the terms and conditions and the consideration appear herein after.

NOW THIS AGREEMENT WITNESSETH THAT IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOW :

1) The TRANSFEROR shall sell, transfer, assign and assure to the "TRANSFEREE" the office No 204 on the 2nd floor of the building known as "Goyal's Shopping Arcade" having 450 Sq. feet of built up area shown in the floor plan thereof, hereto annexed and marked annexure 'A' (hereinafter referred to as "the said premises") along with the Five (5) shares bearing distinctive nos. 921 to 925 (both inclusive) under share certificate no. 485 of the said society viz Goyal Shopping Arcade, Co-op. Housing Society, Ltd., together with all the rights attached thereto as the member of the said society with right title and interest of the Transferor in the said office bearing no. 204 admeasuring about 450 sq. ft. (built up area) on what is known as ownership basis for a consideration of Rs. 8,00,000/- (Rs. Eight Lacs only) paid by the Transferee to the Transferor as under. *Village Beivali*

i) Rs. 2,00,000/- on or before execution of this agreement.

ii) Rs. 6,00,000/- full and final payment on handing

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tration No. BOM(WR) HSG(T.C.) 1154 of 1984 - 25 bearing certificate no. 185 serial no. 921 to 925.

e) Upon expiry of the Trust period of 17 years the Trustees of the said Trust executed a Deed of settlement for transfer of right, title and interest, Deed dated 26th November 1998 (Transfer of Trust property from trustees to beneficiary) and vide this Deed the said Trust distributed the property particularly office no. 204 and the said Five shares of the society bearing no. 921 to 925 the Transferor herein namely Ashish H. Kyal in his individual capacity, the said distribution deed was registered with the Sub-Registrar of Assurance at Borivli on 26-11-98 under serial no. B.D.R./204/337/98. Since then the office no. 204 in the building Goyal Shopping Arcade is the personal property of Ashish H. Kyal.

f) Share Certificate bearing certificate no. 185 lodged with the society "Goyal Shopping Arcade Co-operative Housing Society Ltd." for transfer of the share certificate in the name of Shri Ashish H. Kyal and same has been processed by the said society and the bill for maintenance charge in respect of the said office are being issued in the name of Ashish Kyal from Jan. 2000 onwards and the name of Ashish H. Kyal has been recorded in the society's record as the owner of the said premises and share certificate has been transferred in the name of Ashish H. Kyal.

g) The "TRANSFeree" herein desirous of purchasing the said office premises being office no. 204, on the 2nd

Kyal *Blust* *A.*

Trust" (herein after referred to as "The said Trust") under the said Trust he appointed MRS. KIRANDEVI H. KYAL and MR. HARISHANKAR S. KYAL as the Trustees of the said Trust and the beneficiaries of the said Trust were 1) MR. SOMESH H. KYAL the Transferor herein and 2) MR. ASHISH H. KYAL in equal share and duration of the said Trust was for a period of 17 (Seventeen) years from the date of execution of the Trust Deed.

b) AND WHEREAS by an Agreement for Sale dated 8th February 1982 entered into between M/S. GOYAL BROTHERS a Partnership Firm therein referred and called as "The Sellers" and the said M/s. Somesh Kyal Family Trust therein referred to as "The Buyer" and herein referred to as the "Transferor" later purchased and acquired the office premises being office no. 284 on the 2nd floor in the building known as "Goyal Shopping Arcade" situated at the Junction of S. V. Road, L.T. Road, Opp. Borivli Railway Station, Borivli (West), Mumbai 400 092 (hereinafter referred to as "The said building").

c) Since the date of purchase of the said office premises M/s. Somesh Kyal Family Trust was in use and occupation of the said premises as an exclusive owner.

d) From the date of formation and Registration of the Goyal Shopping Arcade Co-op. Housing Society Ltd., the said Trust was holding 5 fully paid up share of Rs. 50 each of Goyal Shopping Arcade Co-op. Housing Society Ltd., Registered under Maharashtra Co-op. Society. of 1960 Regis-

Kyal *[Signature]*

[Signature]



AND

2) MRS. ARVINDERKAUR CHADHA, also an adult, Indian inhabitant, at present residing at 303, Marble Arch, 51, T.P.S. III Road, Borivli (W), Mumbai - 400 092, hereinafter called "THE TRANSFEREE" (which expression shall unless it be repugnant to the context or contrary to the meaning thereof mean and include her heirs, executors, administrators and assigns) of the "SECOND PART".

WHEREAS

a) On 10th September, one MR. RAJKUMAR S. KYAL,

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Kyal Rajkumar

[Signature]

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Mumbai this
day of 2000 BETWEEN :

1) MR. ASHISH H. KYAL, an adult, Indian inhabitant of Mumbai, present address is 4/43, Malad Co-op. Housing Society Ltd., Podhar Road, Malad (E), Mumbai - 400 097, hereinafter called and referred to as "THE TRANSFEROR" (which expression shall unless it be repugnant to the context or contrary to the meaning thereof mean and include his heirs, executors, administrators and assigns) of the "FIRST PART"

Kyal Ashish ✓

ORIGINAL COPY

22/11/2000 (NOT TRANSFERABLE)

ग.म. (पत्र) १६८

शासनास केलेल्या प्रदानाची पावती
RECEIPT FOR PAYMENT TO GOVERNMENT

RECEIVED

ठिकाण/Place

MUMBAI

दिनांक/Date

22/11/2000

Received from

यांच्याकडून/

ARVINDERKAUR CHAHA

₹/Rs.

85900.00

रुपये/Rupees

Eighty Five Thousand Nine -

Hundred

Only



On account of

102-(II)

याकरिता मिळाले

mode of Payment :

FO NO: 579337 400023018
PUNJAB & SIND BANK (PSB) BORIVALI (BRV)
रोखपाल व लेखपाल ADJUSTED ON : 22/11/2000
Cashier or Accountant

(Signature)
(Designation)
शुजात मघासे

दस्तावेजाचा प्रकार -

१०२००० १,००,०००/-

सादर करणाराचे नाव -

श्रीमती शरदिनी रयल

खातीप्रमाणे फी मिळाली -

नोंदणी फी

नॉनल फी (फोर्सिओ)

पुस्तिकासाठी नोंदणी फी

टपालचर्च

नकल किंवा प्रामाण्य (कलम ६४ ते ६७)

सोपे मिळाले निरीक्षण

दंड - कलम २४ अन्वये

कलम २४ अन्वये

प्रकीर्णक नकल (कलम ५७) (फोर्सिओ)

इतर फी (मागील पानावरील) वाढ कर.

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परसोवज

नमूना

रोजी तयार होईल व नोंदणीकृत डाकने ठिकठिकाणी जाईल.

या कार्यालयाला देण्यात येईल.

दुर्यम वि. अ. मुंबई

दस्तावेजाचा खाती नाव दिलेल्या व्यक्तीच्या

नावे नोंदणीकृत डाकने पाठवावा.

हवाली करावा.

सावरकला

१२/२