



श्री. विजय जि. नाईक
 परवाना धारक मुद्रांक विक्रेता
 D-46, सेक्टर 2, नारकोप,
 कांदीवाडी प। मुंबई 67.
 कमांक 338 दिनांक 12/8/01
 सारंग प्र. सोमजी राजु S. गवली
 यांना न्यायिकेतर मुद्रांक वेर विक्रय.

VJNaik

S. I. Devadiga

AGREEMENT FOR SALE

S. I. Devadiga

THIS AGREEMENT FOR SALE made and entered into at MUMBAI this 28th day of November, 2001 : BETWEEN : (1) ~~MR. ISHWAR B. DEVADIGA~~, (2) ~~MR. DINESH I. DEVADIGA~~ & (2) MR. CHANDRASHEKHAR I. DEVADIGA, all adults, Indian Inhabitants of Mumbai, all residing at 1/22, Phiroja Mansion, Sir Ratan Tata Road, Tardeo, Mumbai-400 034, hereinafter called "THE TRANSFERORS" (which expression shall unless it be repugnant to the context or the meaning thereof shall mean and include their respective heirs, executors, administrators and assigns) of the ONE PART; AND MR. RAJU SUBBARAO GAWLI, adult, Indian Inhabitant of Mumbai, residing at Room No.6, Khan Galli, Gandhi Nagar, Link Road, Kandivali (West), Mumbai - 400 067, hereinafter called "THE TRANSFEREE" (which

GENRAL STAMP OFFICE
 EXTENDED SALES COUNTER
 MERIDA BLDG. BANDRA (E)
 MUMBAI - 400 051
 MAH/GS/O/010

INDIA
 281993
 00047
 MAHARASHTRA
 00047
 23112001
 0055300

K.No. 3
 BY. HDS
 Rs 55300/-
 Fifty Five Thousand Three Hundred Only

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S. I. Devadiga

Raju

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 BANDRA.

S. I. Devadiga

2009

expression shall unless it be repugnant to the context or the meaning thereof shall mean and include his heirs, executors, administrators and assigns) of the OTHER PART;

WHEREAS : -

a. "THE TRANSFERORS" are the absolute and exclusive owners, fully seized and possessed and well sufficiently entitled to ownership Shop No.1 on Ground Floor, in the building known as CHARKOP SHREE KRISHNA CO-OPERATIVE HOUSING SOCIETY LTD., situated at Plot No.212, RDP-6, Sector No.3, Charkop, Kandivali (West), MUMBAI - 400 067, what is called "ON OWNERSHIP BASIS" (which is hereinafter referred to as "the said Shop").

b. "THE TRANSFERORS" are the bonafide members of the CHARKOP SHREE KRISHNA CO-OPERATIVE HOUSING SOCIETY LTD., Society registered under the Maharashtra Co-operative Societies Act, 1960 under Registration No.BOM(BB)/HSG/(TC)/8762/1994-95 dated 7/10/1994, hereinafter referred to as "the said Society", and by virtue of membership in the said Society, "THE TRANSFERORS" are holding five fully paid up Shares of Rs.50/- each bearing Distinctive Nos. from 101 to 105 (both inclusive) under Share Certificate No. 21.

c. "THE TRANSFERORS" declare that their membership in the said Society is valid and subsisting and not terminated by the said Society and they have not received notice of expulsion from the membership of the said Society, or any other notice restraining them from transferring the said Shop.

C. I. Zavadiga

[Handwritten Signature]

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d. "THE TRANSFERORS" further declare that their title over the said Shop is marketable and free from all encumbrances except lien with the Saraswat Co-op. Bank Ltd.

e. "THE TRANSFERORS" have agreed to sell to "THE TRANSFEREE" and "THE TRANSFEREE" has agreed to purchase from "THE TRANSFERORS" the said Shop No.1 together with all rights, title, interest, benefits, shares etc. on the following terms and conditions mutually agreed upon by and between the parties hereto.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. "THE TRANSFERORS" have agreed to sell, transfer and assign to "THE TRANSFEREE" and "THE TRANSFEREE" has agreed to purchase and acquire the said Shop No.1, Ground Floor, in the building known as "CHARKOP THREE KRISHNA CO-OPERATIVE HOUSING SOCIETY LTD.", situated at Plot No.212, RDP-6, Sector No.3, Charkop, Kandivali (West), MUMBAI - 400 067, together with all rights, title, interest, benefits, deposits, shares etc. at the lump sum price or consideration amount of Rs.4,95,000/- (RUPEES FOUR LACS NINETY FIVE THOUSAND ONLY) payable by "THE TRANSFEREE" to "THE TRANSFERORS" as under:-

2. "THE TRANSFEREE" has paid to "THE TRANSFERORS" the sum of Rs.95,000/- (RUPEES NINETY FIVE THOUSAND ONLY), on or before execution of this Agreement, being the part payment, as per the particulars mentioned in the receipt hereafter (the payment & receipt whereof "THE TRANSFERORS" doth hereby admit & acknowledge).

C. I. Tevadiga

[Handwritten Signature]

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3. "THE TRANSFEREE" has agrees to pay directly to the Saraswat Co-op. Bank Ltd. on behalf of and at the request of "THE TRANSFERORS" the balance full and final consideration amount of Rs. 4,00,000/- (RUPEES FOUR LACS ONLY), after Registration of this agreement in the month of November - December, 2009.

4. THE TRANSFERORS agree to handover to THE TRANSFEREE the vacant and peaceful possession of said shop on receipt of balance full and final consideration amount of this agreement.

5. "THE TRANSFERORS" hereby declare, confirm and say that the said Shop is free from all encumbrances, claims or demands by way of any prior agreement for sale, gift, lien, mortgage, lease, sublet and/or any other manner whatsoever except mortgaged with the Saraswat Co-op. Bank Ltd. and hereby agree to indemnify and shall keep the TRANSFEREE indemnified against any such claims made by any person and/or any part in respect of the said shop and/or any part thereof at any time whatsoever and "THE TRANSFERORS" have the full and absolute right and power to transfer and deliver the vacant possession of the said shop to "THE TRANSFEREE". The TRANSFERORS hereby take the full responsibility in respect of the title of the said Shop No.1 and the TRANSFERORS hereby undertake to clear all the defects if any at their own cost, charges and expenses only.

6. "THE TRANSFERORS" hereby declare that:

a) "THE TRANSFERORS" have not entered into any agreement/s with any other person/s in respect of the said shop.

C. I. Devadiga

[Signature]

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

SCHEDULE OF THE PROPERTY

Shop No.1 admeasuring 16.47 sq. mtrs. built-up area on Ground Floor, in the building known as **CHARKOP SHREE KRISHNA CO-OPERATIVE HOUSING SOCIETY LTD.**, situated at Plot No.212, RDP-6, Sector-3, of Charkop, Kandivali (West), Mumbai-400 067, constructed on the plot bearing C.T.S. No.1C-1/386 of Village Kandivali, Tal. Borivali, MUMBAI - 400 067, within the registration of Bandra Bombay Suburban District.

C.I. Devadiga

SIGNED AND DELIVERED by the)
withinnamed TRANSFERORS)
1. ~~MR. ISHWAR B. DEVADIGA,~~)
2. ~~MR. DINESH I. DEVADIGA &~~)
3. MR. CHANDRASHEKHAR I. DEVADIGA)
in the presence of)
.....)

C.I. Devadiga

C.I. Devadiga

SIGNED AND DELIVERED by the)
withinnamed TRANSFEREE)
MR. RAJU SUBBARAO GAWLI)
in the presence of.....)
.....)

Raju

① Dinesh I. Devadiga.
1/22, Shivaja mansion
Sir Patail Tata Rd,
TARDEO - Mumbai - 400034.
mobile: Amis Swaikh

Raju

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