

क्रमांक ..... 4246 दिनांक ..... 9 OCT 2001.

श्री. दिलीप रा. सुत्राळे

परवाना धारक मुद्रांक विक्रेता नं. ०३५.

नं. १२, म्यु. पार्कट, बोरोवली (प.), मुंबई-११.

श्री/श्रीमती ..... N. D. Harale

परवाना धारक मुद्रांक घेणार विक्रेता.

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परवाना धारक मुद्रांक विक्रेता

: AGREEMENT FOR SALE :

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on this \_\_\_\_\_ day of November, 2001 BETWEEN MR. PRAVIN CHANDRASHEKHAR SHETTY, aged about 35 years, an adult, Indian, Inhabitant of Mumbai, presently residing at Room No. D/2, GORAI(2) DHANVANTARI Co-op. Hsg. Soc. Ltd., Plot No. 273, Road No. RSC-34, Gorai Road, Borivli(West), Mumbai. 400 091, hereinafter called and referred to as "THE SELLER" (which expression, unless it be repugnant to the context or contrary to the meaning thereof, shall mean and include his heirs, executors, administrators and assigns) of the ONE PART AND MRS. JAYSHREE DINKAR HARALE. ....2

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aged about 28 years,  
an adult, Indian, Inhabitant of Mumbai, hereinafter  
called and referred to as "THE PURCHASER" (which ex-  
pression shall, unless it be repugnant to the context or  
contrary to the meaning thereof, mean and include  
his/her heirs, executors, administrators and assigns) of  
the OTHER PART :


WHEREAS the Seller is exclusive Owner/Original  
allottee of and absolutely seized and possessed of  
and/or otherwise well and sufficiently entitle to

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Room No.D/2 situated at GORAI(2) DHANVANTARI Co-op.Hsg. Soc.Ltd., Plot No.273, Road No.RSC-34, Gorai Road, Borivli(West), Mumbai.400 091, admeasuring about 40 sq.mtrs., and the said Room was allotted to him by the M.H. & A.D. Authority/W.B.P. through the said Society against Application No.ADGP-12324, Lot No.1451, Allotment Letter No.4758 of 1993, dated 22-03-1993 under Code No.011 and 012 (hereinafter referred to as "the SAID ROOM").



AND WHEREAS the Seller is a bonafide member of the GORAI(2) DHANVANTARI Co-op.Hsg.Soc.Ltd., (hereinafter referred to as "the SAID SOCIETY"), and the said Society is a registered Housing Society and bearing Registration No.BOM/WR/HSG/TO/7735/93-94 and whereas the Seller is holding fully paid up five shares of Rs.50/- each, bearing shares Nos. from 131 to 135 (both inclusive) entered into Share Certificate No.27 issued by the said Society (hereinafter referred to as "the SAID SHARES") and the monthly Society outgoing bills also being issued in the name of the Seller only.

AND WHEREAS the Seller is in exclusive use, occupation and possession of the said Room and also paid and cleared all the dues, taxes, outgoings, society charges, electricity charges etc. of the said Room to said Society/Concerned Authority upto date.

AND WHEREAS the Seller has acquired another suitable accommodation and shifted there with his family and therefore has agreed to assign and transfer all his

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rights, title, interest and claims of whatsoever nature in respect of the said Room alongwith the membership/ shares of the said Society in favour of the Purchaser and the Purchaser has agreed to purchase and acquire all rights, title, interest and claims of whatsoever nature of the Seller in the said Room together with the permanent and absolute right of use, occupation and possession of the said Room along with the entire construction cost and deposit paid to the said Society/concerned authorities at or for the total price of Rs.4,00,000/- (RUPEES FOUR LACS ONLY).

AND WHEREAS the Purchaser has agreed and accepted the above offer of the Seller on the following terms and conditions as mutually agreed by and between the parties hereto as under :

NOW THEREFORE THESE PRESENTS WITNESSETH AS UNDER :

1. That on or before the execution of these presents the Purchaser has inspected all the documents and papers regarding the said Room of the Seller and has been fully satisfied beyond reasonable doubts about the title of the said Room of the Seller.

2. The Seller hereby sold/transferred/assigned/assured all rights, title and interest of the Seller in respect of the said Room including its tenancy/ownership/membership rights unto and in favour of the Purchaser and the Purchaser has hereby purchased and/or acquired the said

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Room i.e. Room No.D/2 situated at GORAI(2) DHANVANTARI Co-op.Hsg.Soc.Ltd., Plot No.273, Road No.RSC-34, Gorai Road, Borivli(West), Mumbai.400 091, admeasuring about 40 sq.mtrs., together with the absolute rights, title and interest of the Seller in respect of the membership/ shares of the said Society, held by the Seller, together with the permanent and absolute right of use and occupation of the said Room forever from the date of execution hereof at or for the price of Rs.4,00,000/- (RUPEES FOUR LACS ONLY).



The Purchaser hereby pays to the Seller the sum of Rs.4,00,000/- (RUPEES FOUR LACS ONLY) as and by way of full and final consideration amount to purchase and/or acquire the said Room/Shares, the receipt whereof the Seller hereby admits and acknowledges at the foot hereof in full and final settlement.

4. In pursuance of the receipt of abovesaid consideration, the Seller hereby puts the Purchaser into exclusive use, occupation and possession of the said Room forever on the date of execution hereof.

5. The Seller has also delivered all Original documents, papers, writings, receipts etc. pertaining to the said Room to the Purchaser forever.

6. The Seller hereby agrees to Co-operate with the Purchaser at all reasonable times as and when required to do or cause to be done for transfer of the said Room into the name of the Purchaser but at the cost of the

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Purchaser and further agrees and undertakes to sign and execute the necessary application forms, deeds, affidavits, letters, writing/s, papers and other documents of whatsoever nature that may be required for the purpose of transferring the said Room into the name of the Purchaser in the records of the M.H. & A.D. Board/said Society as and when required by the said M.H. & A.D. Board/said Society or by the Purchaser. The Seller hereby expressly authorise and empower the Purchaser to sign and execute on behalf of the Seller as true lawful Constituted Attorney of the Seller, all papers and documents that may be required to observe and or complete all formalities for transfer of the said Room into the name of the Purchaser.



7. The Seller hereby agrees to Co-operate with the Purchaser for the effectual transfer of the said Room alongwith cost price, deposit and documents of the said Room in favour of the Purchaser.

8. The Seller hereby further undertakes that he shall also Co-operate with the Purchaser for the transfer of membership/shares of the said Society into the name of the Purchaser.

9. The Purchaser hereby covenants and agrees to become a member of the said GORAI(2) DHANVANTARI Co-op.Hsg. Soc.Ltd., and shall abide by all and singular the legal bye-laws, rules and regulations as shall be adopted by the said Society from time to time.

*(Signature)*

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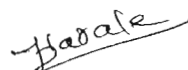
10. The Purchaser hereby agrees to observe and perform all and every legal terms and conditions and stipulations of the said GORAI(2) DHANVANTARI Co-op.Hsg.Soc. Ltd., and regularly pay the dues of construction cost, periodical ground rent, municipal taxes, water charges, out-goings etc. in respect of the said Room and shall not withhold the same for any reason whatsoever.

11. The Seller hereby declares that :

- a. Seller has not transferred/assigned the rights, title or interest in the said Room in favour of any other person/s nor the Seller had entered into any Agreement with any other person/s.
- b. The said Room is free from all other encumbrances, charges and lien and the Seller has not mortgaged/alienated/charged the same with any other person/s.
- c. Except the Seller no other person/s have any rights, title or interest of whatsoever nature in the said Room and the seller being Original Allottee/Owner of the said Room, has full and absolute right to transfer and assign all rights, title and interest of the seller in the said Room in favour of the Purchaser.
- d. That no suit, proceedings, litigations are pending in any Court of Law against the said Room nor the said Room is subject matter of any proceedings in any Court of law in India.

12. The Seller hereby covenants with the Purchaser

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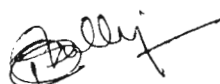


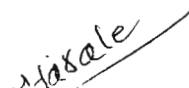
that Seller has paid and cleared all the dues, taxes, outgoings, loan installments, society charges, electricity charges etc. of the said Room to said Society/ Concerned Authority upto date and the Purchaser alone shall be hereinafter responsible for the payment of future taxes, expenses, balance installments, outgoings, Society charges, dues, penalty, transfer charges, electricity charges and all other amounts and all the liabilities of the said Room to the said Society and other authorities concerned directly for which the Seller shall not be held responsible under any circumstances for such payments.

13. The Seller hereby handover the actual, physical, vacant and peaceful possession of the said Room to the Purchaser forever and the Purchaser hereby admit and confirm to have received the same and the Seller shall always be liable/responsible for this sale to the Purchaser and/or Concerned Authorities/Parties.

14. The Seller agrees to keep the Purchaser fully indemnified and harmless from all actions, suits, claims, demands etc. that might be/will be filed by any other person/s who is/or fully or equitably claiming or claim any interest by, from or under trust of the Seller in respect of the said Room referred to above.

15. The Seller hereby further agrees with the Purchaser that Seller shall from time to time and at all times hereafter whenever called for by the Purchaser do







and execute and caused to be done and executed all acts, deeds, things, whatsoever for more perfectly securing interest of the Purchaser in the said Room as shall or may be reasonably required.

16. That Seller hereby declares that hereinafter the Seller shall have no more rights, title, interest and claim of any nature over the said Room or any part of the said Room and the Seller has hereby sold, transferred, surrendered and relinquished all the rights, title, interest and claims of the Seller in respect of the said Room and said Shares in favour of the Purchaser forever and that seller will not raise any claim of whatsoever nature on the said Room in future.

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17. The Purchaser shall henceforth have full and absolute right to use and enjoy all the benefits of the said Room and to sell, transfer, sub-let, part with possession of the said Room to any other person/persons as he shall deem fit and proper at his own and absolute discretion.

18. The Seller hereby agrees to Co-operate with the Purchaser in all respects till the said Room and membership of the said Society is fully and effectually transferred into the name of the Purchaser.

19. The parties hereto have agreed that transfer charges and/or other charges, fees, costs, expenses, penalty of any nature to get the said Room transferred into the name of the Purchaser, if it will be required

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to pay to the Society/Concerned Authorities, the same shall be exclusively borne and paid by the Purchaser hereinafter to the Society/Concerned Authorities as abovesaid and the Purchaser hereby undertakes to keep fully indemnify and harmless to the Seller in this respect forever.

20. That Loan towards Cost of Land Rs.12,800/- repayable from 01-02-1994 till further 20 years @ Rs.121/- per month.

21. That Loan on A/C of Construction is NIL.

22. Seller has paid Loan Installments till the month November of 2001 and thereafter the Purchaser shall pay and be liable to pay the same.

23. The Seller declares that for the effectually carrying out the terms and conditions of these presents, the Seller has executed an Affidavit and Irrevocable General Power of Attorney in favour of the Purchaser.



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IN WITNESS WHEREOF the parties hereto have here-  
unto set and subscribed their respective hands on the  
day and the year first herein above written.

SIGNED SEALED AND DELIVERED )  
by the withinnamed the Seller )  
MR. PRAVIN CHANDRASHEKHAR SHETTY )  
in the presence of..... )

(SELLER)

- 1.
- 2.

SIGNED SEALED AND DELIVERED )  
by the withinnamed the Purchaser )  
MRS. JAYSHREE DINKAR HARALE )  
in the presence of..... )

(PURCHASER)

- 1.
- 2.

**MAHESH K. SHAH**

B. A. L. L. M.

Advocate High Court

12/Bd/1 Apt. 1st Flr. 1000 Sion Hospital

Ward Park, Sion Road, Borivali (W)

Identified and Explained

~~by me in person~~



BEFORE ME

Special Metropolitan Magistrate  
Mumbai

~~ADVOCATE HIGH COURT, MUMBAI.~~

: R E C E I P T :

RECEIVED of and from the withinnamed Purchaser the sum of Rs.4,00,000/- (RUPEES FOUR LACS ONLY) as and by way of full and final cost price/consideration amount towards the SALE/TRANSFER of the said Room and Shares as per the terms and conditions of this Agreement in full and final settlement.

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AMOUNT	CHEQUE/PAYORDER NO.	DATE	DRAWN ON
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I SAY RECEIVED Rs.4,00,000/-



(MR.PRAVIN CHANDRASHEKHAR SHETTY)

SELLER

I say that I have taken over the vacant and exclusive possession of the said Room from the withinnamed Seller on the date of execution hereof.

A handwritten signature in black ink, appearing to read 'Jayshree', is written in a cursive style.

( MRS.JAYSHREE DINKAR HARALE )

PURCHASER

WITNESSESS :-

1. D. B. Kadam - 3.
2. 4.



Lead No - 7782

BOM Sealz

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MUMBAI DATED THIS                      DAY OF NOVEMBER, 2001  
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BETWEEN  
MR. PRAVIN CHANDRASHEKHAR SHETTY  
AND  
MRS. JAYSHREE DINKAR HARALE

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: AGREEMENT FOR SALE :  
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CHINMAY COMPUTERS  
TEL. NO. 869 57 38.  
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