



Thursday, January 27, 2005

12:21:30 PM

5-17

977-7

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 572

दिनांक 27/01/2005

गावाचे नाव पोयसर

दस्तऐवजाचा अनुक्रमांक

वदर5 - 00569 - 2005

दस्ता ऐवजाचा प्रकार

करारनामा



2

सादर करणाराचे नाव: सविता कैलाश अग्रवाल - -

नोंदणी फी

:-

10500.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (12)

:-

240.00

एकूण

रु.

10740.00

आपणास हा दस्त अंदाजे 12:36PM ह्या वेळेस मिळेल

(Signature)
बद हुर्य्यङ्ग दुय्यम निवेधीकरी-२,
बोरीवली २ (पुणे जिल्हा)

बाजार मुल्य: 1006186 रु. मोबदला: 1000000रु.

भरलेले मुद्रांक शुल्क: 36250 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: पंजाब नैशनल बँक ;

डीडी/धनाकर्ष क्रमांक: 368344,368504; रक्कम: 10500 रु.; दिनांक: 10/01/2005

REGISTERED ORIGINAL DOCUMENT

DELEVERED ON 27/1/05

B2

2



ICICI BANK LTD, FORT BRANKING DEPOSIT SLIP

Customer Copy	
Date	17/1/05
Stamp Duty Mumbai	
Rs	36,250
Rs	50/-
Rs	36,260

Name of stamp duty paying party

SAVITA K. AGARWAL

Received With Thanks
Rs 36,250/- Towards
Payment of Stamp Duty

Cheque No 368343
368505
Name of Bank Punjab National Bank
28/12/04.

(For Bank's Use only)
4675
[Signature]



बदर ५
YER १
२००५

B1

518



AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai this 27th day of JAN 2005

Two Thousand FIVE BETWEEN MRS. KIRANLATA ASHOKKUMAR SOLANKI & MR. ASHOK KUMAR AMARTLAL SOLANKI adults,

Indian Inhabitants of Mumbai, presently residing at, B/5, Ratneshwar Society, Akurli Cross Road No.1, Kandivli (E), Mumbai - 400 101, hereinafter collectively called "THE VENDORS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective legal heirs, executors, administrators, legal representatives and permitted assigns) of the One Part; AND MRS. SAVITA KAILASH AGARWAL & MR. KAILASH CHAND AGARWAL adults, Indian Inhabitants of Mumbai, presently residing at, 108/B, Blue Heaven, Thakur Complex, Kandivli(E), Mumbai - 400 101, hereinafter collectively called "THE PURCHASERS", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective legal heirs, executors, administrators, legal representatives and permitted assigns) of the Other Part;

B3

Rs. Thirty-six thousand two hundred fifty only
I.C.I.C.I Bank Ltd
30, Mumbai, Samachar
Marg, Fort, Mumbai-400001
D-5/STP(V)/C.R. 101/101/2004/2068-70
54675
186303
JAN 17 2005
Special Adhesive
12.49

Stamp: MAHARASHTRA
Stamp: 0362501-PB5134
Stamp: 12.49

[Handwritten signature]

[Handwritten signature: Savita]

Stamp: 27-4/12/2004

569
2005

WHEREAS:

- (i) Pursuant to an Agreement for Sale dated 7th day of January 1988 made between M/s.Potential Builders Pvt.Ltd. therein referred to as 'the Builders' of the One Part and Mrs. Ragini Zutshi (therein referred to as 'the Acquirer') of the Other Part, Mrs. Ragini Zutshi agreed to purchase and purchased the residential premises being Flat No.107 on the 1st floor of 'B' wing in Thakur's Green Field Co-operative Housing Society Ltd., area admeasuring 43.40 sq.mtrs. Carpet, situated at Thakur Complex, Kandivli(E), Mumbai 400 101 (hereinafter referred to as "the said premises") and more particularly described in the Schedule hereunder written for the consideration on the terms and conditions contained therein. The Building is constructed in the year 1988.
- (ii) Pursuant to an Agreement dated 28th January 1999 Mrs. Ragini Zutshi sold the said premises to the Vendors herein for the consideration on the terms and conditions contained therein.
- (iii) Now the Vendors are absolute owner of the said premises and the registered holders of fully paid up five shares of Rs.50 /- each bearing distinctive Nos. ___ to ___ (both inclusive) under Share Certificate No. ___ (hereinafter referred to as 'the said shares') of the Thakurs Green Field Co-operative Housing Society Limited bearing Registration No. BOM / WR / HSG / TC / 5253 of 1990-91 dated 15/10/1990 (hereinafter referred to as "THE SAID SOCIETY").
- (iv) The Purchasers have approached the Vendors and requested them to sell the said premises and the Vendors have agreed to do so for the consideration on the terms and conditions hereinafter appearing.



139

[Handwritten signature]
[Handwritten signature]
Sawita Agarwal

बदर-५/
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NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY
AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

:

1. The Vendors hereby agree to sell and the Purchasers agree to purchase all the right, title and interest of the Vendors in the said premises being Flat No.B/107, Green Field, Thakur Complex, Kandivli(E), Mumbai 400 101 at and for the total consideration of Rs.10,00,000/- (Rupees Ten Lakh Only) paid by the Purchasers to the Vendors before the execution of this agreement. (receipt whereof the Vendors do and each them doth hereby admits and acknowledges).
2. The Vendors shall apply to the society to obtain their written permission for transferring the said premises to the Purchasers herein.
3. The Vendors declare that they have paid all the amounts due and payable to the society till date.
4. The society transfer charges shall be paid by the Vendors and Purchasers in equal shares.
5. The Vendors hereby declare that they have good right and absolute authority to enter into this Agreement and transfer the said premises and the Vendors have not done any act, matter or thing whatsoever whereby the Vendors are prevented from agreeing to transfer or assign the said premises in favour of the Purchasers.
6. The Vendors hereby covenant with the Purchasers as follows:-
 - i) That the Vendors are the absolute owners of the said shares and the said premises and no other person or persons has or have any right, title, interest, property claim or demand of any nature whatsoever unto or upon the said premises either by way of sale, charge, mortgage, lien, gift, trust, lease, assignment or otherwise howsoever and have good right, full power and absolute authority to sell and transfer the same to the Purchasers.
 - ii) That the Vendors have not created any charge or encumbrances of whatsoever nature in respect of the said premises nor the said shares and nor the said premises are subject matter of any litigation nor are the same or any of them attached in execution of any decree nor have the Vendors created any tenancy or leave

[Signature]

[Signature]

[Signature]
Savitri

Agarwal
5/11-04
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2004

and licence or any right in favour of any one in respect of the said premises;

iii) That the Vendors have duly observed and performed the rules and regulations bye-laws of the said society and paid up to date their contribution in the nature of outgoings, dues, taxes, etc. to the society and that the membership of the Vendors is valid and subsisting and is not terminated by the society.

iv) That the Vendors shall whenever required to do so from time to time and at all the time hereafter execute and sign or cause to be executed and signed all such letters, forms, applications, deeds, documents, writings and papers, if any, for more perfectly securing, assuring and effectually transferring the said shares and the said premises unto and to the use of the Purchasers forever.

v) That the Vendors shall indemnify and keep indemnified the Purchasers from and against all actions, claims, demands, costs, charges and expenses etc. claimed as falling due prior to the execution of these presents and until the date of handing over the vacant possession of the said premises whichever is later.

7. The Purchasers hereby agree and undertake to become the members of the said Thakurs Green Field Co-operative Housing Society Ltd. and abide by its rules, regulations, bye-laws.

8. The Vendors further undertake to pay all the outgoings, maintenance charges and other charges in respect of the said premises up to the date of handing over the possession of the said premises to the Purchasers and after handing over the possession the Purchasers shall be liable and responsible to pay the necessary charges, bills in respect of the said premises.

9. The Vendors agree and undertake that they will execute such further writings, transfer forms, declarations or documents as may be necessary for the purposes of effectually transferring all their right, title and interest in respect of the said premises.



[Handwritten signature]

[Handwritten signature]
Swati Aggarwal

5/11/04
YES
2004

(579)

10. The Stamp Duty and Registration charges in respect of this transfer shall be borne and paid by the Purchasers alone. Each party to bear its respective Advocate/Solicitors charges.

11. The Vendors shall hand over the vacant and peaceful possession of the said premises to the Purchasers on receipt of the full and final consideration. However the Vendors will hand over the necessary original documents to the Purchasers to enable them to proceed with the loan formalities.

12. The Purchasers shall not be called upon by the Vendors to make additional payment of any other sum of money other than that has been expressly agreed upon with the Vendors in these presents.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands the day, month and year first hereinabove written :

THE SCHEDULE ABOVE REFERRED TO :-

Residential premises being Flat No.107 on the 1st floor 'B' wing in Thakurs Green Field Co-operative Housing Society Ltd., area admeasuring 43.40 sq.mtrs. Carpet, situated at Thakur Complex, Kandivli(E), Mumbai 400 101, bearing City Survey No.755 B, of Village Poisar, Taluka Borivali in the Registration District and Sub District of Mumbai City and Mumbai Suburban.

SIGNED SEALED AND DELIVERED)

by the withinnamed Vendors)

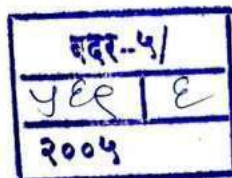
MRS. KIRANLATA ASHOKKUMAR SOLANKI)

MR. ASHOKKUMAR AMARTLAL SOLANKI)

in the presence of :)

- 1.
- 2.

K.A. Solanki
A. Solanki



(5/20)

P72-8

SIGNED SEALED AND DELIVERED)

by the withinnamed Purchasers)

MRS. SAVITA KAILASH AGARWAL) Savita Agarwal

MR. KAILASH CHAND AGARWAL)

in the presence of :)

1.

2. L

RECEIPT

RECEIVED from the Purchasers a sum of Rs.10,00,000/- (Rupees Ten Lakh Only) as and by way of full and final consideration, towards the sale of Flat No.107/B, Green Field, Thakur Complex, Kandivli(E), Mumbai 400 101 as under:

Cheque No.	Date	Bank	Amount
238633	22.12.04	P.N.B	10,00,000 (ten lakhs.)

Rs.10,00,000/-

We Say Received

WITNESSES:

Kiranlata Solanki

MRS. KIRANLATA ASHOKKUMAR SOLANKI

Ashokkumar Solanki

MR. ASHOKKUMAR AMARTLAL SOLANKI

WITNESSES:



बदर-५/
YER | U
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P77-10

EXHIBIT "B"

EXTRACT FROM THE PROPERTY REGISTER CARD

City Survey पोईसर

Tal: Borivli, Dist: Bombay Suburban District.

City Survey Number	Area Sq.fts.	Tenure	Particulars of assessment for rent paid to Government and when due for revision
७५५६	$\frac{17834.3 + 78760.4}{30293.7}$	C	
Assessments			
older in 19			
Title, so far			
Registered)			
Assessor)			
Other encumbrances			
Other remarks			



Transaction	Vol. No.	New Holder (H) Lessee (L) or Encumbrances (E)	Attestation
<p>मा अप्पर डिव्हा आसिसम अधिकारी यांचे (जा. अ. का. म.) यांचे कडील पत्र दि ११/०८/०५ अन्वये व मा न. ११४१०१० मु. ५ यांचे कडील अदिसा म. पोईसर न. ११/०८/०५ अन्वये मिळविले पत्रिकेतील न. ११ उ. अन्वये डी. टी. यांचे जांचे मणी केले.</p>	SI	<p>मैसर्स टाकूर कॅन्ड अ. म. स.</p>	<p>अष्टी / म. डि. मि. अ. म. त. थ. जा. अ. म. त. थ. १० मु. ५ म. थ. कु. म. थ. ५६८.</p>

BT

बदर-१/
५६८
२००५

१७/०५

या अड जि. उं. उं.
अधी याचे म्दील
आदेश नं. AD/40/E
०८८८ दि १७/०५ व
सा नं. अ. नं. १० उं. उं.
याचे म्दील आदेश नं.
ज. अ. नं. १० उं. उं.
अं. नं. १० उं. उं.
महिल क्षेत्र १८८८-५ ची. कि.
क्षेत्र सामिल होते.

जि. नि. अ. म. त. अ.
ज. अ. नं. १०
उं. उं. अ.



सत्य प्रतिलिपि

दि. १८/०५/०५
विभागा निरीक्षक, भूग. अं. त. ल. स. व.
नगर प्रशासन अधिकारी क. १०
मुंबई उपनगर, मुंबई



बंदर ५/
५६९ १८
२००५

BRIHAN MUMBAI MAJLANA PAIKA

No. CE/6762/BS-II/AR

6 July 1989

Kailash Agawal
P77-26
Pl. released
hill
P.S.

To,

M/S. G.D.Sambhare & Co.,
'DOL-BIN-SHIR'
Janmabhoomi Marg,
Fort, Bombay-400 001.

Subj:- Permission to occupy the completed Bldg.
~~Plot~~ T3 on plot bearing C.P.S. No. 755-B
(pt), Village Poisar, Kandivali (E).

Refs:- Your letter No. ----- dtd. 25.4.89,

.....

Dear Sir,

By direction I have to inform you that the permission to occupy the completed portion of Ground + 6 upper floors shown by you in the red colour in the plans submitted by you on 25.4.89 is hereby granted. Please note that this permission is without prejudice to action under section 353 A/471 of B.M.C. Act and subject to the following conditions.

- That the certificate u/s 270 A of B.M.C. Act shall be obtained from A.E.W.W. R/S and a certified copy of the same shall be submitted to this office.
- That all the terms and conditions of the approved layout/subdivision/amalgamation shall be complied with.
- That the water supply for premises for which occupation is granted shall be restricted to 50% of normal requirements and no complaint for short supply of water shall be entertained in future.
- That the Co-Op. Hsg. Soc. shall be formed and registered within three months from the date of issue hereof, or before B.C.C. whichever is earlier.

Yours faithfully



वदर-५/
JER 100
3004

Executive Engineer Bldg. Proposals
(Western (Urban) 'R').

- Copy to :-
- 1) Owner
 - 2) E.E.V. R/S
 - 3) A.A. & C. R. A.H.S.R.-III
 - 4) W.O. R/S
 - 5) D.C.E. (D.P)
 - 6) D.C.E. (D.P)
 - 7) D.C.E. (D.P)

Ex. Engr. Bldg. Prop. (WS) R

rk/3.11.

27/01/2005

दुय्यम निबंधक:

दस्त गोषवारा भाग-1

वदर5

12:23:03 pm

बोरीवली 2 (कांदिवली)

दस्त क्र 569/2005

दस्त क्रमांक : 569/2005









दस्ताचा प्रकार : करारनामा

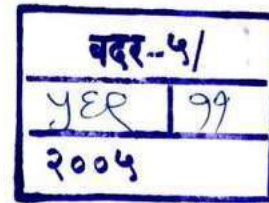
नु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1	<p>नाव: सविता कैलाश अग्रवाल - - पत्ता: घर/फ्लॅट नं: बी 108 गल्ली/रस्ता: - ईमारतीचे नाव: ब्ल्यू हेवन ईमारत नं: - पेट/वसाहत: - शहर/गाव: कांदिवली पू तालुका: - पिन: 101 पॅन नम्बर: -</p>	<p>लिहून घेणार वय 43 सही <i>Savitka Agawal</i></p>		
2	<p>नाव: कैलाश चंद अग्रवाल - - पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शहर/गाव:- तालुका: - पिन: - पॅन नम्बर: -</p>	<p>लिहून घेणार वय 44 सही <i>Kajshat</i></p>		
3	<p>नाव: किरणलता अशोककुमार सोलंकी - - पत्ता: घर/फ्लॅट नं: बी 5 गल्ली/रस्ता: - ईमारतीचे नाव: रत्नेश्वर सौसा ईमारत नं: -+ पेट/वसाहत: - शहर/गाव: कांदिवली पू तालुका: - पिन: 101 पॅन नम्बर: -</p>	<p>लिहून घेणार वय 48 सही <i>K. Salunka</i></p>		
4	<p>नाव: अशोककुमार अमृतलाल सोलंकी - - पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शहर/गाव:- तालुका: - पिन: - पॅन नम्बर: -</p>	<p>लिहून घेणार वय 50 सही <i>A. Salunka</i></p>		





दस्त गोषवारा भाग - 2

वदर5

दस्त क्रमांक (569/2005)

दस्त क्र. [वदर5-569-2005] चा गोषवारा
बाजार मुल्य :1006186 मोबदला 1000000 भरलेले मुद्रांक शुल्क : 36250

पावती क्र.:572 दिनांक:27/01/2005

पावतीचे वर्णन

नांव: सविता कैलाश अग्रवाल - -

दस्त हजर केल्याचा दिनांक :27/01/2005 12:17 PM

निष्पादनाचा दिनांक : 27/01/2005

दस्त हजर करणा-याची सही : *Savita Agawal*

10500 :नोंदणी फी

240 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->

एकत्रित फी

10740: एकूण

दस्ताचा प्रकार :25) करारनामा

शिकका क्र. 1 ची वेळ : (सादरीकरण) 27/01/2005 12:17 PM

शिकका क्र. 2 ची वेळ : (फी) 27/01/2005 12:21 PM

शिकका क्र. 3 ची वेळ : (कबुली) 27/01/2005 12:22 PM

शिकका क्र. 4 ची वेळ : (ओळख) 27/01/2005 12:22 PM

दस्त नोंद केल्याचा दिनांक : 27/01/2005 12:22 PM

दु. निबंधकाची सही, बोरीवली 2 (कांदिवली)

ओळख :

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

1) रणजीत सिंग- - ,घर/प्लॉट नं: 15

गल्ली/रस्ता: -

ईमारतीचे नाव: सुजात मॅशन

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: अंधेरी

तालुका: -

पिन: -

2) अजित सिंग- - ,घर/प्लॉट नं: वरीलप्रमाणे

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

Ranjit

Ajit

बदर-५/
येए १२
२००५

असापित करणे किंवा
रस्तामध्ये बदल ...१२...पावे याद्वारे.

शह दुय्यम निबंधक बोरीवली-२,
मुंबई उपनगर जिल्हा.

येए १२/२००५
दस्त क्रमांक १ क्रमांक कर
नोंदला २०/०१/२००५
दिनांक

शह दुय्यम निबंधक बोरीवली-२
मुंबई उपनगर जिल्हा.

दु. निबंधकाची सही
बोरीवली 2 (कांदिवली)



1050000

H. Bl : 36250

R. F : 10500

2004/12/30

THIS _ DAY OF DECEMBER 2004

BETWEEN
KIRANLATA ASHOKKUMAR SOLANKI & ANR
AND
KAILASH CHAND AGARWAL & ANR

Summit
12.30

AGREEMENT FOR SALE

**LEGAL REMEDIES
ADVOCATES, BOMBAY HIGH COURT
OFFICE NO.15,SUJAT MANSION
2ND FLOOR, S. V. ROAD
ANDHERI(W), MUMBAI 400 058
PHONE: 6244850/6248632**