



Thursday, January 27, 2005

12:13:11 PM

5-17

P 17-2

Original
नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 571

गावाचे नाव पोयसर

दिनांक 27/01/2005

दस्ताऐवजाचा अनुक्रमांक वदर5 - 00568 - 2005

दस्ता ऐवजाचा प्रकार करारनामा



2

सादर करणाराचे नाव: कैलाश चंद अग्रवाल - -

नोंदणी फी	: -	15000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (12)	: -	240.00
एकूण	रु.	15240.00

आपणास हा दस्त अंदाजे 12:27PM ह्या वेळेस मिळेल

Handwritten signature
दुय्यम निबधक
गोरीवली-२
गोरीवली २ (वसिष्ठ)

बाजार मुल्य: 1418474 रु. मोबदला: 1500000रु.

भरलेले मुद्रांक शुल्क: 58750 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: पंजाब नैशनलबँक ;

डीडी/धनाकर्ष क्रमांक: 368346; रक्कम: 15000 रु.; दिनांक: 28/12/2004

7

REGISTERED ORIGINAL DOCUMENT
DELEVERID ON 27/1/05

Handwritten signature

CICICI BANK LTD, FORTFRANKING DEPOSIT SLIP



Customer No.	
Branch	Bhopal
Date	17/1/05
Account No.	1000151100
Rs. Value	58,750
Charges	10/-
Total	58,760

Name of stamp duty paying party

KAILASH C. AGARWAL

Received With Thanks
Rs. 58,760/- Towards
Payment of Stamp Duty

Cheque No 368345

Bank Punjab National
Bank
28/12/04

(For Bank's Use only)



54674

54674
2004



AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai this 27th day of JAN
 Two Thousand FIVE BETWEEN MR. ASHOKKUMAR AMRITLAL
 SOLANKI, adult, Indian Inhabitant of Mumbai, presently residing at,
 B/5, Ratneshwar Society, Akurli Cross Road No.1, Kandivli (E), Mumbai -
 400 101, hereinafter called "THE VENDOR" (which expression shall
 unless it be repugnant to the context or meaning thereof be deemed to
 mean and include his legal heirs, executors, administrators, legal
 representatives and permitted assigns) of the One Part; AND MR.
 KAILASH CHAND AGARWAL & MRS. SAVITA KAILASH
 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;

[Handwritten signature]

[Handwritten signature]

ICICI Bank Ltd.
 30, Mumbai Sarnagar
 Marg, Fort, Mumbai-400001
 D-5/STP(V)/C. R. 49/1/01/7604/2068-70
 Shiveta Desai
 Senior Officer

ICICI Bank Ltd.

Rs. Fifty Eight Thousand Seven Hundred and Fifty

शुद्ध 54674
 145304
 R.00587501-PB5134
 12:47
 Special Adhesive
 JAN 17 2005
 MAHARASHTRA

[Handwritten signature]
 Savita Agarwal

बदर-५/
 ५६८ २
 २००५

568
 2005

WHEREAS:

- (i) Pursuant to an Agreement for Sale dated 15th day of March 1988 made between M/s.Potential Builders Pvt.Ltd. therein referred to as 'the Builders' of the One Part and the Vendor herein (therein referred to as 'the Acquirer') of the Other Part, the Vendor herein agreed to purchase and purchased the residential premises being Flat No.108 on the 1st floor of 'B' wing in Thakur's Green Field Co-operative Housing Society Ltd., area admeasuring 61.19 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) Now the Vendor is absolute owner of the said premises and the registered holder 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").
- (iii) The Purchasers have approached the Vendor and requested him to sell the said premises and the Vendor has agreed to do so for the consideration on the terms and conditions hereinafter appearing:

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

1. The Vendor hereby agrees to sell and the Purchasers agree to purchase all the right, title and interest of the Vendor in the said

premises being Flat No.B/108, Green Field, Thakur Complex,



[Handwritten mark]

[Handwritten signature]

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Savitri Agarnal

बदर-५/
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Kandivli(E), Mumbai 400 101 at and for the total consideration of Rs.15,00,000/- (Rupees Fifteen Lakh Only) payable by the Purchasers to the Vendor in the manner set out hereinafter:

- a. a sum of Rs.51,000/- (Rupees Fifty One Thousand Only) paid vide Cheque No.238624 dated 17/11/2004 drawn on Punjab National Bank before the execution of this agreement as and by way of part consideration (receipt whereof the Vendor do hereby admits and acknowledges),
 - b. the balance sum of Rs.14,49,000/- (Rupees Fourteen Lakh Forty Nine Thousand Only) shall be paid directly to the Vendor by availing a loan facility within 45 (forty five) days from the execution of this agreement.
2. The Vendor shall apply to the society to obtain their written permission for transferring the said premises to the Purchasers herein.
 3. The Vendor declares that he has paid all the amounts due and payable to the society till date.
 4. The society transfer charges shall be paid by the Vendor and Purchasers in equal shares.
 5. The Vendor hereby declares that he has good right and absolute authority to enter into this Agreement and transfer the said premises and the Vendor has not done any act, matter or thing whatsoever whereby the Vendor is prevented from agreeing to transfer or assign the said premises in favour of the Purchasers.
 6. The Vendor hereby covenants with the Purchasers as follows:-
 - i) That the Vendor is the absolute owner 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 has good right, full power and absolute authority to sell and transfer the same to the Purchasers.
 - ii) That the Vendor has 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



[Handwritten Signature]
Sunita Agarwal 3

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any litigation nor are the same or any of them attached in execution of any decree nor has the Vendor created any tenancy or leave and licence or any right in favour of any one in respect of the said premises;

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

iv) That the Vendor 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 Vendor 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 Vendor further undertakes 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 outgoings, bills in respect of the said premises.

9. The Vendor agrees and undertakes that he will execute such further writings, transfer forms, declarations or documents as may be necessary for the purposes of effectually transferring all his right, title and interest in respect of the said premises.



[Handwritten signature]
S. K. Agarwal

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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 Vendor 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 Vendor 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 Vendor to make additional payment of any other sum of money other than that has been expressly agreed upon with the Vendor 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.108 on the 1st floor 'B' wing in Thakurs Green Field Co-operative Housing Society Ltd., area admeasuring 61.19 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 Vendor)

MR. ASHOKKUMAR AMRITLAL SOLANKI)

in the presence of :)

- 1. 
- 2. _____



SIGNED SEALED AND DELIVERED)

by the withinnamed Purchasers)

MR. KAILASH CHAND AGARWAL)

MRS. SAVITA KAILASH AGARWAL)

in the presence of :)

- 1. 
- 2. _____





बदर-५/
५६८ ६
२००५

RECEIPT

RECEIVED from the Purchasers a sum of Rs.51,000/- (Rupees Fifty One Thousand Only) vide Cheque No.238624 dated 17/11/2004 drawn on Punjab National Bank as and by way of part consideration, towards the sale of Flat No.108/B, Green Field, Thakur Complex, Kandivli(E), Mumbai 400 101.

Rs.51,000/-

I Say Received

WITNESSES:

[Handwritten signature]

[Handwritten signature: Ashokkumar Amartlal Solanki]

MR. ASHOKKUMAR AMARTLAL SOLANKI

WITNESSES:

[Handwritten signature]



बदर-५/
५६८ | ७
२००५

BRIHAN MUMBAI MAHANAGA PALIKA

No. CE/6762/BS-II/AR

Kailash Approval

01/11/1989

P77-26 Pl. released
Kailash

To,

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

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

Ref:- 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.

1. 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.
2. That all the terms and conditions of the approved layout/subdivision/amalgamation shall be complied with.
3. That the water supply for premises for which occupation is granted shall be restricted to the requirements of normal requirements and no complaint for shortage of water shall be entertained in future.
4. That the Co-Op. Hsg. shall be formed and registered within three months from the date of issue hereof or before B.C.C. whichever is earlier.



वदर-५/
५६८/१९०
२००५

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

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

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

/3.11.

27/01/2005

12:14:39 pm

दुय्यम निबंधकः

बोरीवली 2 (कांदिवली)










दस्त गोषवारा भाग-1

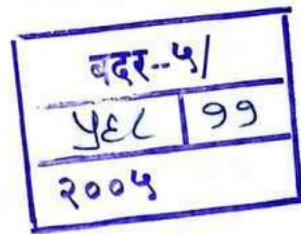
वदर5

दस्त क्र 568/2005

दस्त क्रमांक : 568/2005

दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	<p>नाव: कैलाश चंद अग्रवाल - - पत्ता: घर/फ्लॅट नं: बी 108 गल्ली/रस्ता: - ईमारतीचे नाव: ब्ल्यू हेवन ईमारत नं: - पेट/वसाहत: ठाकूर कॉम्प्लेक्स शहर/गाव: कांदिवली पू तालुका: - पिन: 101 पॅन नम्बर:</p>	<p>लिहून घेणार वय 44 सही</p> 		
2	<p>नाव: सविता कैलाश अग्रवाल - - पत्ता: घर/फ्लॅट नं: वरीलप्रामणे गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शहर/गाव:- तालुका: - पिन: - पॅन नम्बर: -</p>	<p>लिहून घेणार वय 43 सही</p> 		
3	<p>नाव: अशोककुमार अमृतलाल सोलंकी - - पत्ता: घर/फ्लॅट नं: बी 5 गल्ली/रस्ता: - ईमारतीचे नाव: रत्नेश्वर सोसा ईमारत नं: - पेट/वसाहत: - शहर/गाव: कांदिवली पू तालुका: - पिन: 101 पॅन नम्बर: -</p>	<p>लिहून देणार वय 50 सही</p> 		





दस्त गोषवारा भाग - 2

वदर5
दस्त क्रमांक (568/2005)

दस्त क्र. [वदर5-568-2005] चा गोषवारा
बाजार मुल्य :1418474 मोबदला 1500000 भरलेले मुद्रांक शुल्क : 58750

पावती क्र.:571 दिनांक:27/01/2005
पावतीचे वर्णन
नाव: कैलाश चंद अग्रवाल - -

दस्त हजर केल्याचा दिनांक :27/01/2005 12:09 PM
निष्पादनाचा दिनांक : 27/01/2005
दस्त हजर करणा-याची सही : *[Signature]*

15000 :नोंदणी फी
240 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल
(आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

दस्ताचा प्रकार :25) करारनामा
शिवका क्र. 1 ची वेळ : (सादरीकरण) 27/01/2005 12:09 PM
शिवका क्र. 2 ची वेळ : (फी) 27/01/2005 12:13 PM
शिवका क्र. 3 ची वेळ : (कबुली) 27/01/2005 12:14 PM
शिवका क्र. 4 ची वेळ : (ओळख) 27/01/2005 12:14 PM

15240: एकूण

दस्त नोंद केल्याचा दिनांक : 27/01/2005 12:14 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) रणजित सिंग- - ,घर/फ्लॅट नं: 15

गल्ली/रस्ता: -

ईमारतीचे नाव: सुजात मेशन

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: अंधेरी प

तालुका: -

पिन: 58

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

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

[Signature]

[Signature]

वदर-5/
YEL 192
2005

प्रमाणित करजेत येते की, वा

दस्तामध्ये एकूणपाने आहेत.

साह. दुय्यम निबंधक बोरीवली-क. २
मुंबई उपनगर जिल्हा.

दु. निबंधकाची सही
बोरीवली 2 (कांदिवली)



वदर-5-YEL104
दुस्तक क्रमांक १ क्रमांक कर
नोंदला
दिनांक 20/09/04

साह दुय्यम निबंधक बोरीवली-क. २
मुंबई उपनगर जिल्हा.

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150000

बदर-५/५९६/२००५

THIS DAY OF DECEMBER 2004

Summing
12.20

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

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

बदर-५/
२००५