

Agreement For Sale

Transferor

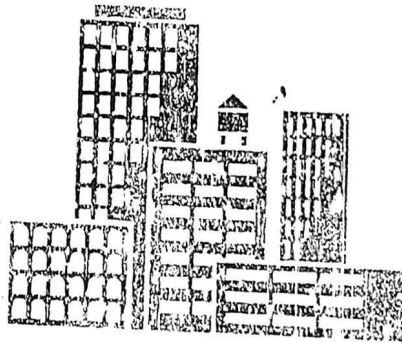
Mr. Sanjay Rajaram Sakpal

Transferee

Mr. Santosh S. Jadhav

Premises

Flat No.28 (6th Floor) - Building No.15
Asha Co-operative Housing Society Ltd.
Asha Nagar, Kandivli (East)
Mumbai - 400101.



ESTATE AGENT

ASTRAL REACH™

Reaching out to you

Office No.1, Amrut Dham, 90 Feet Road, Thakur Complex
Kandivli ((East), Mumbai-400101.

[Telephones: Off-28543946 Res-28862010 Mobile: 9820536647]



Printed at
IMPERIAL AGENCIES
C-101, "Gokul Galaxy", Thakur Complex,
Kandivli East, Mumbai - 400 101.
Telephone : 2854 2535
E-mail : imperialvr@yahoo.co.in

SCHEDULE

Flat No.28 [admeasuring 500 Sq. Ft. - Built-up Area], on the Sixth Floor in Building No.15, "Asha Co-operative Housing Society Ltd.", situated at: Asha Nagar, Kandivli (East), Mumbai-400101 (constructed in the year 1987 with Ground plus Six Upper Floors, with 'Lift' facility), on all those pieces or parcels of land situated, lying and being at Village Poisar, Taluka Kandivli, bearing C.T.S. No.669, in the Registration District and Sub District of Mumbai City and Mumbai Suburban, within the assessment jurisdiction of "R-South" Ward of Brihanmumbai Mahanagar Palika.

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

Signed, Sealed and Delivered
by the within named Transferor
Mr. Sanjay Rajaram Sakpal

in the presence of N.G. Rodriguez
N.G. Rodriguez

Sanjay Rajaram Sakpal

Signed, Sealed and Delivered
by the within named Transferee
Mr. Santosh H. Jadhav

in the presence of
VINAYAK GOKARN

Vinayak Gokarn

Santosh H. Jadhav



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दुय्यम निबंधक: बोरीवली 2 (कांदिवली)

दस्तक्रमांक व वर्ष: 1905/2005

Monday, March 21, 2005

4:45:09 PM

सूची क्र. दोन INDEX NO. II

नोंदणी 63 म.

Regn. 63 m.e.

गावाचे नाव : पोयसर

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व वाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) करारनामा
मोबदला रू. 1,200,000.00
वा.भा. रू. 1,122,500.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सिटिएस क्र.: 669 वर्णन: सदनिका क्र 28, सहावा मजला, बि नं 15, आशा नगर तळ +7
- (3) क्षेत्रफळ (1) 46.46 चौ मी विल्टअप
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) संजय राजाराम सकपाळ - -; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: 28/15 आशा नगर कांदीवली-101; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) संतोष एच जाधव - -; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: 1675/44 कोकण काँऑप हौ सोसा ठाणे प -400606; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (7) दिनांक करून दिल्याचा 15/03/2005
- (8) नोंदणीचा 21/03/2005
- (9) अनुक्रमांक, खंड व पृष्ठ 1905 /2005
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रू 43750.00
- (11) बाजारभावाप्रमाणे नोंदणी रू 12000.00
- (12) शोरा

Customer Copy

Deposit Fr. _____ Date: 14/03/05

Pay to: **Acct Stamp Duty Mumbai**

Franking Value	Rs.	43,750
Service Charges	Rs.	10
Total	Rs.	43,760

Name of Stamp duty paying party:
Santosh S. Jadhav

DD/Cheque No. **CANARA BANK**

Drawn on Bank **864360**

Amount With Thanks **43750** Towards
Payment Of Stamps Duty

(For Bank's Use only)

Tran ID _____ Sr. No. **25315**

ICICI BANK LTD FRANKING DEPOSIT SLIP



AGREEMENT FOR SALE

This Agreement for Sale is made and entered into at Mumbai, this 15th day of MARCH. Two Thousand and Five, between Mr. Sanjay Rajaram Sakpal, Adult, Indian, Inhabitant of Mumbai, addressed at : Flat No.28, Building No.15, Asha Co-operative Housing Society Ltd., Asha Nagar, Kandivli (East), Mumbai-400101, hereinafter referred to as 'the Transferor' (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his legal heirs, executors, administrators and assignees of the One Part; And Mr. Santosh H. Jadhav, Adult, Indian, Inhabitant of Mumbai, addressed at: Room No.1675, Building No.44, Kokan Co-operative Housing Society Ltd., Vartak Nagar, Thane (West)-400606, hereinafter referred to as 'the Transferee' (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs, executors, administrators and assignees) of the Other Part;

ICICI Bank Ltd. Western Division
Water-Field Road, Santacruz (East)
Mumbai-400031

D-6-STPM/C.R.10/1003/2004/2498-1

Special Assistant
Stamp Officer
Mumbai

STAMP DUTY MAHARASHTRA

STAMP NO. 25315

ADHESIVE NO. 132802

REGISTRATION NO. R-00437501-PB5148

DATE: MAR 14 2005

11:16

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(Handwritten signatures and initials)

(Handwritten mark)

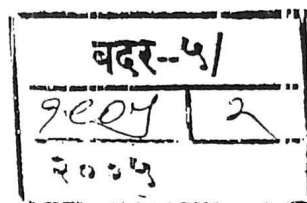
WHEREAS

It has been represented by the Transferor to the Transferee as follows:-

(i) M/s. Housing Organization Management & Execution Private Ltd., a Company registered under The Companies Act 1956 and having its Office at : Asha House, Plot No.803-C, Dr. B. A. Road, Dadar T. T., Mumbai-400014, developed the land described in the Schedule hereunder and constructed Flats therein in the residential complex known as "Asha Nagar" ;

(ii) Pursuant to an Agreement for Sale dated 09.04.1987, made and entered into between the said M/s. Housing Organization Management & Execution Private Ltd., therein referred to as "The Promoters" of the One Part, and (1) Mrs. Kumud S. Palande & (2) Mr. Sharad N. Palande, therein referred to as "The Purchasers" of the Other Part, [Registered with the Sub Registrar of Assurances, Mumbai, under Registration No.P-1397/87 dated 07.06.1987], the said M/s. Housing Organization Management & Execution Private Ltd., agreed to sell and the said (1) Mrs. Kumud S. Palande & (2) Mr. Sharad N. Palande agreed to purchase and accordingly purchased a residential premises bearing Flat No.28 [admeasuring 500 Sq. Ft. - Built-up Area], on the Sixth Floor in 'Building No.15' in the said residential complex known as "Asha Nagar", situated at: Asha Nagar, Kandivli (East), Mumbai-400101, more particularly described in the Schedule hereunder (hereinafter referred to as "the said premises") together with all rights, title, interest and benefits, and on the terms and conditions and at the consideration mentioned therein; The Building was constructed in the year 1987 with Ground plus Six Upper Floors (with 'Lift' facility) ;

(iii) And in terms of the said Agreement for Sale dated 09.04.1987, the said (1) Mrs. Kumud S. Palande & (2) Mr. Sharad N. Palande, having paid the entire consideration for the said premises to the said Promoters viz., M/s. Housing Organization Management & Execution Private Ltd., were put in vacant possession of the said premises and were holding the said premises as the absolute and exclusive owners thereof;

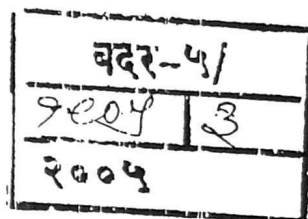


(iv) A Co-operative Housing Society of the Flat Owners of the said 'Building No.15' was formed and registered under the name and style of "Asha Co-operative Housing Society Ltd.", a Society duly registered under the Maharashtra Co-operative Societies Act, 1960 under Registration No.BOM/WR/HSG/TC/5465/90-91 dated 18.02.1991 (hereinafter referred to as "the said Society"); And the said (1) Mrs. Kumud S. Palande & (2) Mr. Sharad N. Palande were the registered members of the said Society and as such members were holding 5 (Five) fully paid up shares of Rs.50/- each in the capital of the said Society, bearing Share Certificate No.28 [Distinctive Nos. From 136 to 140].

(v) And by an Agreement for Sale dated 21.03.2003 (registered with the Joint Sub Registrar, Borivli-2, under Registration No.BDR/5/2124/2003 dated 21.03.2003), the said (1) Mrs. Kumud S. Palande & (2) Mr. Sharad N. Palande sold the said premises to Mr. Sanjay Rajaram Sakpal [the Transferor herein], for the consideration and under the terms and conditions set out therein ; And the said Mr. Sanjay Rajaram Sakpal [the Transferor herein], having paid the entire agreed consideration in terms thereof to the said (1) Mrs. Kumud S. Palande & (2) Mr. Sharad N. Palande, was put in vacant possession of the said premises and has ever since been holding the said premises and the said five shares as the absolute and exclusive owner thereof.

AND WHEREAS upon the strength of the aforesaid representations made by the Transferor, the Transferee has approached the Transferor and has entered into oral negotiations with the Transferor, and pursuant to the said negotiations, requested the Transferor to sell the said premises to the Transferee for the consideration and on the terms and conditions hereinafter appearing; and the Transferor has agreed to sell, transfer and assign and the Transferee has agreed to purchase and acquire all the rights, title, interest and benefits of the Transferor in the said premises with absolute right of use and occupation of the said premises and also the said five shares ;

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



1. The Transferor hereby agrees to sell and the Transferee agrees to purchase all the right, title and interest of the Transferor in the "said premises" viz., Flat No.28, Building No.15, Asha Co-operative Housing Society Ltd., situated at: Asna Nagar, Kandivli (East), Mumbai-400101, along with the said five shares, and also the Fixtures listed out hereunder available in the said premises on 'as-is-where-is basis', for a total consideration of Rs.12,00,000/- (Rupees Twelve Lacs only) paid / payable by the Transferee as specified hereinafter :

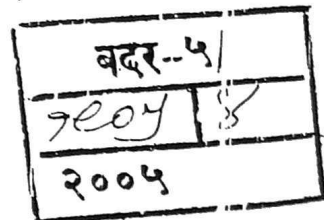
❖ (A) A sum of Rs.11,000/- (Rupees Eleven Thousand only) has been paid by the Transferee to the Transferor, vide Cheque No. 054826 dated 02.03.2005 drawn on ICICI Bank Ltd., Thane Branch, Thane-400602, towards part consideration for the said premises, receipt whereof the Transferor hereby admits and acknowledges ; and

❖ (B) A total sum of Rs.9,45,000/- (Rupees Nine Lacs and Forty-five Thousand only) is payable by the Transferee to the Transferor, on or before 31.03.2005, by way of credit of this sum to the Transferor's Housing Loan / Home Improvement Loan Account Nos. 1175548 / 1220163 respectively with Housing Development Finance Corporation Ltd., by the Financial Institution (wherefrom the Transferee is securing a loan), towards part consideration for the said premises;

❖ (C) The balance sum of Rs.1,26,000/- (Rupees One Lac and Twenty-six Thousand only) is payable by the Transferee to the Transferor, on or before 31.03.2005, direct by the Financial Institution (wherefrom the Transferee is securing a loan, from the sanctioned loan amount), towards the balance and full and final consideration for the said premises;

❖ (D) A sum of Rs.1,18,000/- (Rupees One Lac and Eighteen Thousand only) is payable by the Transferee to the Transferor, at the time of possession of the said premises, towards the balance and full and final consideration for the said premises;

[Note : The Transferor has availed a loan against the security of the said premises from Housing Development Finance Corporation Ltd., under Housing Loan / Home Improvement Loan Account Nos. 1175548 / 1220163 respectively, wherefrom a total sum of Rs.9,45,000/- is outstanding



as on date. On credit of the sum mentioned in Clause 1-(C) above, the Transferor undertakes to get the said loan liquidated, get a 'Mortgage Clearance Certificate' from the said Housing Development Finance Corporation Ltd., and also obtain the original documents of title relating to the said premises deposited with them as security for due repayment of the said loan, and either furnish the same to the Transferee or cause them to be sent direct to the said Financial Institution (from where the Transferee is availing a loan, on or before 31.03.2005, as required.]

2. The Transferor hereby undertakes to obtain the required "No Objection Certificate" from the said Society for the sale of the said premises to the Transferee, and furnish the same to the Transferee before execution of this Agreement. The Transferor shall, on receipt of the full consideration as mentioned in Clause 1 above, apply to the said Society to obtain their written permission for transferring the said premises to the Transferee herein.

3. The Transfer Charges payable to the said Society in respect of this Sale will be borne and paid by the Transferor and the Transferee in equal share. The legal charges and other incidental expenses in respect of this Sale will be borne and paid by the Transferee.

4. The Transferor declares that he has paid all the amounts due and payable to the Society till date.

5. The Transferor hereby declares that he has good right, clear and marketable title and absolute authority to enter into this Agreement and transfer the said premises and the Transferor has not done any act, matter or thing whatsoever whereby the Transferor is prevented from agreeing to transfer or assign the said premises in favour of the Transferee.

6. The Transferor hereby covenants with the Transferee as follows:-

(i) That the Transferor is the absolute owner of the said premises and no other person or persons have or have any right, title, interest, property claim or demand of any nature whatsoever unto or upon the said premises in any way of sale charge, mortgage, lien, gift, trust, lease, assignment or otherwise howsoever, and has good

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right, full power and absolute authority to sell and transfer the same to the Transferee.

(ii) That the Transferor has not created any charge or encumbrances of whatsoever nature in respect of the said premises nor the said premises is the subject matter of any litigation nor is the same or any of it attached in execution of any decree nor has the Transferor created any tenancy or any other right in favour of any one in respect of the said premises.

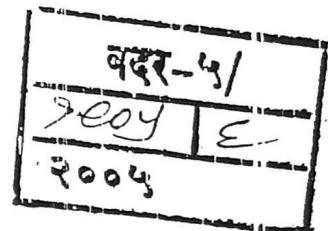
(iii) That the Transferor has duly observed and performed the rules, regulations and bye-laws of the said Society and paid up to date his contribution in the nature of outgoings, dues, taxes etc., to the Society and that the membership of the Transferor is valid and subsisting.

(iv) That the Transferor shall execute and sign or cause to be executed and signed all such letters, forms, applications, deeds, declarations and documents if any, till the said premises and the said shares are transferred in the name of the Transferee.

(v) That the Transferor shall indemnify and keep the Transferee indemnified 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 vacant possession of the said premises.

7. On payment of the full and final consideration for the said premises within the stipulated period as aforesaid, the Transferee shall be entitled to apply for the membership of the said "Asha Co-operative Housing Society Ltd." The Transferee hereby agrees and undertakes to become the member of the said "Asha Co-operative Housing Society Ltd." and abide by its rules, regulations and bye-laws.

8. On receipt of the full and final consideration as stipulated above, the Transferor agrees and undertakes to hand over vacant and peaceful possession of the said premises to the Transferee along with all the documents (in original) in respect of the said premises.



9. The Transferor further undertakes to pay all the taxes, maintenance charges and other outgoings in respect of the said premises up to the date of handing over possession of the said premises to the Transferee. Thereafter, the Transferee shall be liable and responsible to pay the necessary outgoings and bills in respect of the said premises.

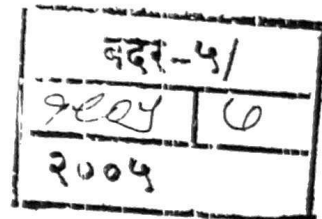
10. On payment of the full and final consideration as specified above, the Transferee shall be entitled to have and quietly and peacefully hold, possess, occupy and enjoy the said premises for and unto the use and benefit of the Transferee, his heirs, executors, administrators and nominees for ever and without any let, hindrance, denial, eviction claim, charge, interest, demand or lien of the Transferor or any person or persons lawfully or equitably claiming through, under or in trust for the Transferor.

11. This Agreement shall be subject to the provisions of The Maharashtra Ownership Flats Act 1963 and the rules made thereunder. The Stamp Duty and Registration Charges in respect of this Agreement for Sale shall be borne and paid by the Transferee.

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

13. The Transferor is at present staying in the said premises. The Transferor hereby undertakes to hand over possession of the said premises to the Transferee by 15.04.2005.

List of Fixtures	
<i>Living Room</i>	<i>W. C.</i>
Safety Door with fittings	Wash Basin
Grill	Pipes / Tap Fittings
Curtain Rod (Eastward)	<i>Bath Room</i>
Curtain Rod (Northward)	Pipe / Tap Fittings
Tube Lights - 2	Hot & Cold Mixture
Spot Lights - 4	Shower - Overhead & Telephone
Sliding Window Panes & Grill	Overhead Water Tank
<i>Kitchen</i>	
Granite Kitchen Platform	
Fittings	



SCHEDULE

Flat No.28 [admeasuring 500 Sq. Ft. - Built-up Area] on the Sixth Floor in Building No.15, "Asha Co-operative Housing Society Ltd.", situated at: Asha Nagar, Kandivli (East), Mumbai-400101 (constructed in the year 1987 with Ground plus Six Upper Floors, with 'Lift' facility), on all those pieces or parcels of land situated, lying and being at Village Poisar, Taluka Kandivli, bearing C.T.S. No.669, in the Registration District and Sub District of Mumbai City and Mumbai Suburban, within the assessment jurisdiction of "R-South" Ward of Brihanmumbai Mahanagar Palika.

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

Signed, Sealed and Delivered
by the within named Transferor
Mr. Sanjay Rajaram Sakpal

in the presence of N.G. Rodrigues
N.G. Rodrigues

Sanjay Rajaram Sakpal

Signed, Sealed and Delivered
by the within named Transferee
Mr. Santosh H. Jadhav

in the presence of
VINAYAK GOKARN

Vinayak Gokarn

Santosh H. Jadhav



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RECEIPT

Received from the within named Transferee Mr. Santosh H. Jadhav, a sum of Rs.11,000/- (Rupees Eleven Thousand only), being the part consideration towards the sale of Flat No.28, Building No.15, Asha Co-operative Housing Society Ltd.", situated at Asha Nagar, Kandivli (East), Mumbai-400101, by Cheque as specified below :

Cheque No.	Dated	Amount Rs.	Drawn on
054826	02.03.2005	11,000/-	ICICI Bank Ltd., Thane Branch, Thane-400602.

Rs.11,000/-
I SAY RECEIVED

Sanjay



{ Mr. Sanjay Rajaram Sakpal }
Transferor

Dated 02-03-2005

Witnesses :

1. N. G. Radhika. *Radhika*

2. VINAYAK. GOKARN

Gokarn

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No. 28

आशा को.ऑप. हाऊसींग सोसायटी लि.
ASHA CO-OPERATIVE HOUSING SOCIETY LTD.
WESTERN EXPRESS HIGHWAY, BORIVALI (EAST), BOMBAY - 400 066.
REGD. NO. - BOM/W-R-HSG/TC/5465/90-91 Dated 18-2-91.

Authorised Share Capital Rs.7000/- Divided into 140 Shares of Rs.50/- each.
Share Certificate No. 28 No. of Shares 5 Flat No. 28
Regd. Folio No. K-15/5-28

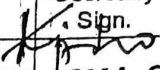
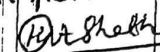
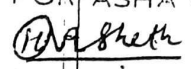
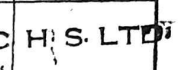
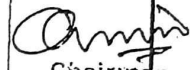
THIS IS TO CERTIFY that Sri/Smt. Kumud Palande
is the registered Holder of 5 (FIVE) Shares of Rupees fifty each. from No. 136
to 140 (inclusive) in the ASHA CO-OPERATIVE HOUSING SOCIETY LTD. subject to
the Bye-laws of the said society and that the sum of Rupees TWO HUNDRED FIFTY has
been paid.

Given under the Common Seal of the said Society this 6th day of Dec 1992.

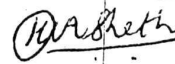


P. Navin
NON-CHAIRMAN
A. Patel
NON-SECRETARY

Memorandum of the transfer of the within mentioned Shares.

Transfer Date	Transfer No.	Ledger Folio No.	Name of Transferee(s)	Secretary Sign.	Chairman Sign.
27.7.2003	01 02		SANTAY. K. SAKPAL SANTOSH H. JADHAU	 FOR ASHA C H S. LTD.  FOR ASHA C H S. LTD.  Secretary	 CH S. LTD.  Chairman


Chairman


Hon. Secretary

Committee Member

