

ICICI Bank

Customer Copy

Deposit Br. Date: 29/11/06

Pay to: ICICI Bank Ltd. A/C Stamp Duty

Banking Value	Rs.	11280
Service Charges	Rs.	10
Total	Rs.	11290

Name of Stamp duty paying party:
Vinod D Rufani & other

Received With Thanks
Rs. 11280/- towards
Payment of Stamp Duty

बंद - १४
EX 39/9

ID / Cheque No.

Drawn on Bank



(For Bank's Use only)

Branch ID

Banking Br. No.

Officer

Signature

मदर-१४	
६६३९/२	
२००६	
	३००६
	४६-२२६

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Mumbai, this 9th day of *Oct 2006*, in the Christian Year Two Thousand Six, BETWEEN SHRI DEEPAK UTTAMCHAND GANDHI, aged 41 years Indian Inhabitant, having address at Prince Marble, Ravi Industrial Compound, Naupada, Thane (W), hereinafter referred to as 'the VENDOR' (which expression shall unless it be repugnant to the context or meaning thereof mean & include his heirs, executors & administrators) of the one part AND (1) MR. VINOD D. RUPANI aged 34 years (2) MR. RAJESH D. RUPANI aged 32 years both Indian Inhabitants, having address at C/58, Prem Nagar, Kopri Colony, Thane (East), Mumbai - 400603 hereinafter referred to as the 'the PURCHASERS' (which expression shall unless otherwise repugnant to the context or meaning thereof be deemed to mean include their respective heirs, executors, administrators and permitted assignees) of the other part.

WHEREAS Shri Shashikant Genubhau Dhole & Shri Vilas Genubhau Dhole were the absolute owners of undivided 1/2 share, right, title & interest in all those pieces or parcels of land, hereditaments and premises being land admeasuring 1602 sq. mtrs. bearing C.T.S. No. 778/1 to 17, Municipal T Ward No. T- 1096/5 situate, lying & being at Sarojini Naidu Road, within the Registration District & Sub Dist. of Bombay City and Bombay Suburban, more particularly described in the schedule hereunder written & delineated in the plan hereto annexed as annexure 'A' by Red coloured boundary lines (hereinafter referred to as 'the said property') and Shri Govindrao Bhausahab Dhole was absolute owner of remaining undivided 1/2 share, right, title & interest in the said property.

AND WHEREAS the said Shri Shashikant Genubhau Dhole & Shri Vilas Genubhau Dhole sold & conveyed their undivided 1/2 share, right, title & interest in the said property to Master Dharmesh Arvind Shah (hereinafter referred to as 'the original owner') through his father and natural guardian, Shri Arvind Shah, by executing Deed of Conveyance dated 29/8/1994 lodged for registration at serial No. 629 /94 in the office of the Sub Registrar, Mumbai on 30/ 8/ 1994.



Padmaji Agasthodi
 10/10/06
 10/10/06

INDIA
 R.00112801-P85149
 STAMP DUTY MAHARASHTRA
 11:55

Handwritten signatures and initials:
 Vinod D. Rupani
 Rajesh D. Rupani

AND WHEREAS the said Shri Govindrao Bhausaheb Dhole also conveyed his undivided 1/2 share, right, title, & interest in the said property to the Original Owner by executing Deed of Conveyance dated 7/10/1994 lodged for registration at Serial No. 1229/94 in the office of the Sub Registrar, Mumbai on 7/10/1994.

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AND WHEREAS by virtue of the said two Deed of Conveyances dated 29/8/1994 & 7/10/1994 respectively, the Original Owner became the absolute owner of the said property more particularly described in the schedule hereunder written.

AND WHEREAS the said building & structures known as Matru Chhaya comprises of 56 tenements, which are in the occupation & use of the tenants thereof on monthly rent.



AND WHEREAS the structures in the said property being very old, required constant repairs. The rents / compensation paid by the tenants / occupants through old, could not be increased due to rent restrictions laws. The tenants/ occupants of the second floor were not paying the rent / compensation to the Original Owner in respect of their tenements. Moreover, some of the tenants/ occupants of the second floor had illegally subletted their tenements. The Original Owner issued various notices to the tenants & occupants & various suits were pending against these tenants / occupants in the Small Causes Court at Mumbai for eviction. A large amount of money was required to be spent towards maintenance of the said property as well as to fight out the litigation in the Court of Law against these tenants.

AND WHEREAS considering the above facts, the Original Owner decided to dispose off the said property more particularly described in the schedule hereunder written to the prospective purchaser.

AND WHEREAS the Original Owner being minor through his father & natural guardian moved a Guardian Petition No. 50 of 1999 in the High Court of Judicature at Mumbai, Ordinary Original Civil Jurisdiction and obtained order dated 3/9/1999 wherein Mr. Arvind D. Shah has been appointed as Guardian of Mr. Dharmesh i.e. the Original Owner for the purpose of completing the sale of the said property with all powers to execute documents, receive monies & do all acts, deeds & things as stated therein.

B *V. D. Shah*
Shri

AND WHEREAS pursuant to the aforesaid order of the High Court by a Deed of Conveyance dated 26/ 10/ 1999 (hereinafter referred to as 'the said Deed of Conveyance'), made and entered in to by and between the Original Owner , through his father & natural guardian , Shri Arvind D. Shah , therein referred to as the Vendor and the Vendor herein , therein referred to as the Purchaser of the other part , the Vendor therein agreed to sell , grant , transfer , convey and assign all his right , title , interest and claim whatsoever in respect of all those piece or parcels of land , hereditaments and premises together with the buildings / structures / chawl known as Matruchhaya Building , standing thereon. The said Deed of Conveyance is registered with the Sub-Registrar of Mumbai under Sr. No. 01643/ 3457 of 2/ 11/ 1999.

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AND WHEREAS by virtue of the said Deed of Conveyance , the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property together with the building known as Matruchhaya (hereinafter referred to as 'the said building') standing thereon .



AND WHEREAS after due negotiations , the said tenants of the second floor agreed to the proposal of the Vendor and handed over their tenancy rights as well as free , vacant and physical possession of their respective tenements to the Vendor .

AND WHEREAS the second floor premises bearing Room No. 25 of the said building admeasuring total carpet area of 293 sq. ft. more particularly shown as the plan annexed hereto as Annexure 'B' by Red Colour boundary line (hereinafter referred to as 'the said premises') are in lawful possession of the Vendor herein.

AND WHEREAS Purchasers are desirous of acquiring & purchasing the said premises and therefore approached the Vendor and requested him to sell the said premises to the Purchasers .

AND WHEREAS after due negotiations , the Vendor has agreed to sell the said premises to the Purchasers at or for the lump sum consideration of and upon the terms and conditions appearing hereinafter .

B
V. D. Shah
Rupani

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

1] The Vendor shall sell, transfer, convey, and assign to the purchasers and the purchasers shall purchase and acquire from the Vendor, all the right, title and interest in the said premises bearing Room No. 25 admeasuring 293 sq. ft. carpet area on second floor of the said building, more particularly shown on the plan annexed hereto as Annexure 'C' by red colour boundary line on Ownership basis at or for the consideration of Rs.5,25,000 /-

[Handwritten signature]

2] The Vendor hereby acknowledge the receipt of Rs.2,00,000/- being part consideration amount paid by the purchasers from time to time on or before execution hereof. The purchaser agree to pay the balance consideration amount of Rs.3,25,000/- to the Vendor on or before December 2006.

[Handwritten signature]

3] The Vendor shall transfer in favour of the purchasers the said premises on is popularly known as Ownership basis.



4] The Vendor hereby declares and states that :

- a] the Vendor has purchased the said property by virtue of said Deed of Conveyance :
- b] as on the date hereof, the Vendor is the sole owner of the entire said property & the said premises.
- c] the Vendor has absolute authority and full power to enter into these presents and to sell and transfer all his right, title, interest and claim whatsoever in respect of the said premises in favour of the purchasers.
- d] the Vendor has not entered into any oral or written Agreement for Sale, lease exchange, assignment or has not created any other right or encumbrance of any nature whatsoever in favour of any third party in respect of the said premises save and except being sold and transferred in favour of purchaser herein.
- e] the title of the Vendor of the said premises is clear, marketable and free from encumbrances, claims and reasonable doubts and as such the Vendor has absolute power and authority to sell and transfer the said premises to the purchasers.
- f] no right whatsoever is subsisting in favour of any other person in respect of the said premises.
- g] there is no dispute, suit, litigation, or any other proceedings in any court of law in respect of the said building and / or the said premises being sold and transferred hereunder.

[Handwritten signature]

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The Vendor shall pay the Municipal tax as per assessment made in respect of the said premises as well as the water charges in respect of the water supply of the said premises to the concerned authorities and the purchaser shall reimburse the same to the Vendor from the date of execution hereof.

On and from the date of execution hereof, the purchaser shall be at liberty to occupy, possess and enjoy the said premises in the manner deemed fit and proper by them without any interference or objection by the Vendor, subject to the payment of taxes in respect of the said premises by the purchasers to the Vendor without any default.

It is agreed by and between the parties hereto that the purchasers shall get the electric meters transferred in their name and shall be liable to pay the electrical charges accordingly.

Upon formation and registration of any Society of all the Occupants and members of the tenements of the said building, the purchasers shall become members thereof and shall abide by all rules, regulations and bye-laws of the said Society.

The Purchasers shall be entitled, upon execution hereof, to mortgage the said premises with any financial institutions and/or sell and assign all their right, interest and claim in the said premises to any person/s of their choice.

It shall be the purchasers' liability to repay the debt or clear the mortgage if taken in respect of the said premises and the Vendor shall in no way be liable in respect thereof and shall keep the Vendor indemnified in respect thereof.

In the event of there being any proposal for redevelopment of the said property, the purchaser shall participate in the said redevelopment in so far as it pertains to the said premises and further shall agree to the terms and conditions mutually agreed or to be agreed between the Vendor &/ or his nominee and all the tenants / occupants / owners of various structures in the said building.

The stamp duty and registration charges of this agreement shall be born and paid by the purchasers alone. However, the Vendor shall attend the office of Sub-Registrar of Assurance at Mumbai and shall admit execution hereof.



[Handwritten signature]
Rupai

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This Agreement shall be governed by the provisions of Maharashtra Ownership Flats Act, 1963 and rules made thereunder.

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



SCHEDULE OF THE PROPERTY ABOVE REFERRED

ALL THOSE pieces and parcels of land, hereditaments and premises together with the building / structures / chawl standing thereon, lying, being and situate at Mulund West, known as Matruchhaya building, Sarojini Naidu Road, Mulund (W) bearing C.T.S. No. 778 & 778 / 1 to 17 admeasuring 1602 sq. mtrs. and bearing Municipal T Ward No. T - 1096 / 5, and within the Registration district and sub Dist. Of Bombay City and Bombay suburban constructed prior to 6-6-62.

Signed Sealed and Delivered by the withinnamed Vendor
HRI DEEPAK UTTAMCHAND GANDHI

H Gandhi

In presence of ...

1. *Dalve*

SIGNED AND DELIVERED by the withinnamed Purchasers
 2) MR. VINOD D. RUPANI
 PAN NO. ABEPR7891R

V. D. Rupani

2) MR. RAJESH D. RUPANI
 PAN NO. ABEPR7895M

Rupani

In the presence of ...

1.

2. *Dalve*

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६३१/८
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RECEIPT

RECEIVED of and from the above named Purchaser the sum of Rs. 1,00,000/- (Rupees Two Lac only) vide Cheque No.176507 for Rs.1,00,000/- & Cheque No.106549 for Rs.1,00,000/- of Panjab & Maharashtra Co-op. Bank Ltd. being the part consideration amount payable by him to me as per clause No.1 of these presents.

Witnesses :

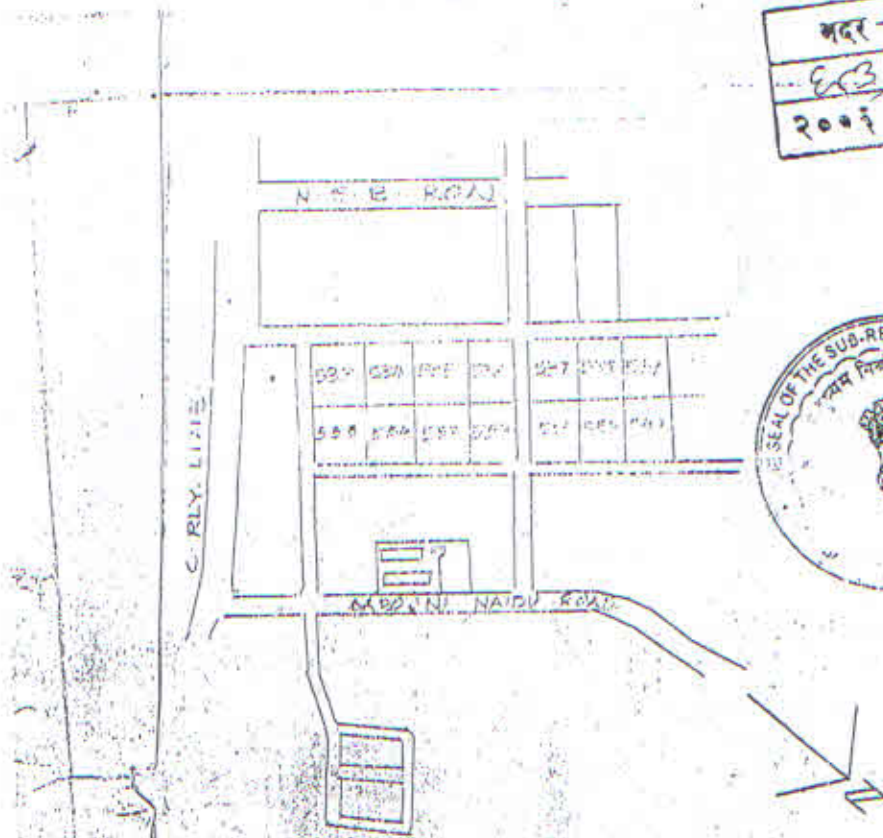
1.

2.

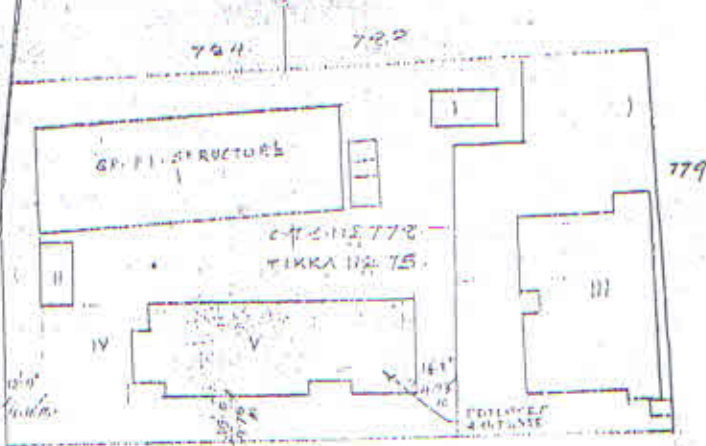
(SHRI DEEPAK UTTAMCHAND GANDHI)



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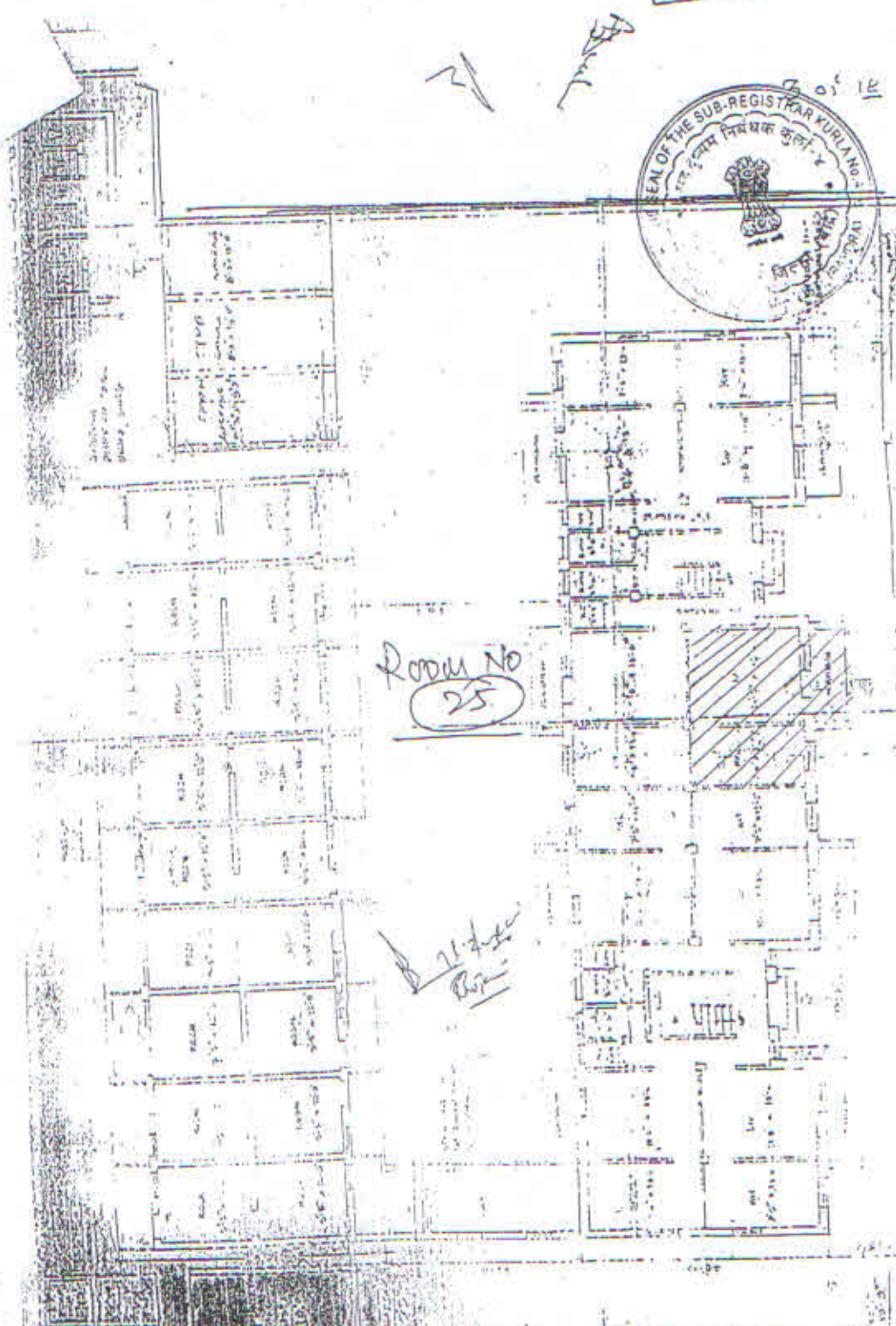
LOCATION PLAN
 SCALE: 1/320 FT. = 1 INCH
 SHEET NO. NA/11.



Rup...
...

BLOCK PLAN
 SCALE: 1/600
 SUB-DIVISION NO. 110, C/110/10/10/10
 DATE: 18.2.1971

बदल-१४
E39/90
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Room No
25

21/4/05
B.S.

70 50 32

DEEPAK GANDHI

D. : MATRUCHAYA BLDG, GR. FLOOR S.N. ROAD, MULUND (W), MUMBAI- 80

PH NO. 32526088

बदर-२४
२३/११
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TO WHOMSOEVER IT MAY CONCERN

TO CERTIFY THAT I HAVE SOLD ROOM NO. 25 OF THE
 CITY SITUATED AT MATRUCHAYA BUILDING, SARGANI
 ROAD, MULUND (W), MUMBAI - 400080. TO MR. VINOD D.
 & MR. RAJESH D. RUPANI. THE AREA OF WHICH IS 293 SQ.
 METRE AREA AND THE BUILDING IS CONSTRUCTED PRIOR TO
 1957 AS PER PROPERTY TAX BILL ATTACHED HEREWITH.



Deepak Gandhi
 DEEPAK GANDHI.

N/A

45-1/1/11
 O. R. D. No. 6618, dated 16-1-11

RULED CARD

C. T. S. No. 2422



VUC	203E/R	C	ज. उ. - 2011 प्ल. नं. 9/11 दिनांक 16/01/11
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2-860
 9645/101

1) श्री. गेंद्राफा जोषिदरज शीरे
 2) श्री. जोषिदरज श्यामशंकर शीरे

बंदर-१४
EX39/92
2001



श्री. गेंद्राफा जोषिदरज शीरे	धारक
श्री. जोषिदरज श्यामशंकर शीरे	श्री. धर्मेश आरविंद शहा
जन्म न्यायालय नं. 2011 प्ल. नं. 9/11	अ. वा. नं. श्री. आरविंद शहा
दिनांक 16/01/11	
कित प्रति, अर्ज	
मनाबिल अ. मानक	
दस्तावेज नं. 2011 प्ल. नं. 9/11	
आवक नं. 2011 प्ल. नं. 9/11	
दिनांक 16/01/11	

V. J. Joshi
 16/01/11

31/5/02 नौदणीकुलक धारक

अतः क. क्र. 3-
37/4/02, नौदणी
क. 2-वा उतावा,
अ. 1, काबाक
गा. नौदणीकुलक
नौदणी कुलक
के अंतर्गत
नौदणी कुलक

श्री. दिपक उतावा

-लेख 307.2 नौदणी कुलक

फेब्रुअरी 2002
02/02/02
म. 17
11/11

बदर-१४
EX-3993
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नौदणी कुलक
नौदणी कुलक दिनांक 31/5/02 नौदणी कुलक
नौदणी कुलक दिनांक 31/5/02 नौदणी कुलक
नौदणी कुलक दिनांक 31/5/02 नौदणी कुलक
नौदणी कुलक दिनांक 31/5/02 नौदणी कुलक
नौदणी कुलक दिनांक 31/5/02 नौदणी कुलक

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11/2006 दुर्यम निबंधक
 19/37/000 सहा दु.नि का-कुली 4

दस्ता गोपवारा भाग-1

पटर14
 दस्त क्र 6831/2006
 96

दस्त क्रमांक : 6831/2006

दस्ता प्रकार : करारनामा

क्र. पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा दस्त
1. नाव - दिवाळी उत्तमचंद गोरी - पत्ता - पर/परिस्ट नं. फिरोज मार्गल, रवी इंड. कंपाउंड कोल्हापूर, जिल्हा व. पत्नी/सहका - इतर/दीवे नाव - इतर ना - वेळ/वसाहत - सहाय/साव - संपुका - पिन - वीस नंबर -	लिहून घेणार वय 40 सही <i>[Signature]</i>		
2. नाव - निमोन वी. लक्ष्मी - पत्ता - पर/परिस्ट नं. वी /50, वेंग नगर, कोपरगे कोल्हापूर जिल्हा पत्नी/सहका - इतर/दीवे नाव - इतर ना - वेळ/वसाहत - सहाय/साव - संपुका - पिन - वीस नंबर -	लिहून घेणार वय 34 सही <i>[Signature]</i>		
3. नाव - राजेश वी. लक्ष्मी - पत्ता - पर/परिस्ट नं. वरी/50, वेंग नगर, कोपरगे कोल्हापूर जिल्हा पत्नी/सहका - इतर/दीवे नाव - इतर ना - वेळ/वसाहत - सहाय/साव - संपुका - पिन - वीस नंबर -	लिहून घेणार वय 32 सही <i>[Signature]</i>		

