Dinesh Family Tourt

F16+ No.107

Monday, July 17, 2006

3:23:28 PM

पावती

Original नौदणी 39 म.

Regn 39 M

पावती क्र.: 5948

दिनांक 17/07/2006

गावाचे नाव मालाड

दस्तऐवजाचा अनुक्रमांक

- 05933 -2006 वदर5

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: दिनेश शर्मा (एच यु एफ चे कर्ता) - -

नोंदणी फी

23000.00

नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)),

300.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (15)

एकुण

23300.00

आपणास हा दस्त अंदाजे 3:38PM ह्या वेळेस मिळेल

बोरीवली 2 (कांदिवली)

मोबदला: 2300000रु. बाजार मुल्य: 1749240 रु.

भरलेले मुद्रांक शुल्क: 98750 रु.

सह दुय्यम निबंधक बोरीवली-२, मुंबई उपनगर जिल्हा.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे:

बॅकेचे नाव व पत्ता: बॅक ऑफ बडौदा ;

डीडी/धनाकर्ष क्रमांक: 673338; रक्कम: 23000 रू.; दिनांक: 03/07/2006



AGREEMENT

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THIS INDENTURE made at Mumbai, this 23 th. day of April in the Christian year Two Thousand and Six BETWEEN MR. RAMSEVAKet BUDHAI CHAURASIA aged 67 years of Mumbai residing at K. Raheja Township, Flat No.101, Shantivan - 2, Off. Western Express Highway, Malad (East), Mumbai - 400 097 herein after referred to as the Vendor (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) of the One Part; and DINESH SHARMA(HUF) by its Karta, MR DINESH SHARMA, aged 49 years of Mumbai residing at Shantivan Flat No.102, K. Raheja Township, Off. Western Express Highway, No. (East), Mumbai - 400 097 herein after referred to as the Purchasers (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) of the Other Part;

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AND WHEREAS By an Agreement dated 26% day of the tober 1987, Unique Estates Development Company Limited, therein referred to as the 'builders' sold a flat being Flat No 101, admeasuring area 608 sq. ft carpet or thereabouts, consisting of two bed room hall kitchen on the first floor of Shantivan. 2 owned by Shantivan. 2 Co-operative Housing Society Limited, situate at K. Raheja Township, Off Western Express Highway, Malad (E), Mumbai. 400-097 and bearing CTS No 581 of Village Malad (E), Taluka Borivali within the registration District and Sub-district of Mumbai City and Mumbai Suburban described in the Schedule hereunder written and hereinafter referred to as the said flat premises to MR. RAMSEVAK BUDHAI CHAURASIA for the consideration and on the terms and conditions described therein the agreement dated 26th day of October 1987.

WHEREAS the Vendor is the member of Shantivan – 2 Co-operative Housing Society Ltd., having its registration No.BOM/WP/HSG/(TC) /4016 of 1988-89 under the Maharashtra Co-operative Housing Society Act, 1960, hereinafter referred to as the said society;

AND WHEREAS the Vendor is well and sufficiently seized and possessed of and entitled to the flat bearing No.101, admeasuring area 608 sq. ft. carpet or thereabouts, consisting of two bed room hall kitchen on the first floor of Shantivan – 2 owned by Shantivan – 2 Co-operative Housing Society Limited situated at K. Raheja Township, Off Western Express Highway, Malad (East), Mumbai – 400 097.

AND WHEREAS the Vendor holds five fully paid up shares of Rs.50/-each (Rupees Fifty Only) bearing Nos.431 to 435 (both inclusive) entered into the Share Certificate No.82 standing in the name of the Vendor in the books of the Society, herein after referred to as the said shares;

AND WHEREAS the Vendor has agreed to assign the sent shares of the said society and his interest in the said flat premises to the turchaser for the total consideration of Rs.23,00,000/ (Rupers Twents) three Lakhs Only)

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AND WHEREAS the Vendor has fully paid all outgoing to the said society up to 31% March 2006 and with the request of the Purchaser and with the consent of the society the Vendor is transferring his entire rights, title and interest into and over the beneficial right to use and occupy the said flat premises subject to the full payment of the above said consideration amount;

AND WHEREAS the Purchaser confirms that he will use the said flat premises for residential purpose and that he will regularly pay to the said society his contribution towards taxes, electricity, maintenance charges etc. as per the society resolution in effect at present or as may be decided by the society from time to time, payable in respect of the said flat premises;

NOW THIS PRESENT WITNESSETH AS FOLLOWS:-

- The recitals hereinabove shall form integral part hereof as if the same are incorporated specifically herein by way of assurance from the Vendor to the Purchaser.
- In pursuant of the said agreement and in consideration of sum 2. of Rs.23,00,000/- (Rupees Twenty Three Lakhs Only) paid by the Purchaser to the Vendor on or before the execution of these presents (the payment and receipt whereof the Vendor doth hereby admit and acknowledge and from the same doth hereby acquit and release the Purchaser forever) the Vendor for himself and his heirs, executors, administrator doth hereby grant, convey and transfer unto the Purchaser all his beneficial right, title and interest into and upon the said flat premises bearing Flat No.101 on the first floor in Shantivan - 2 owned by Shantivan - 2 Co-operative Housing Society Ltd. situated at K. Raheja Township, Off Western Express Highway, Malad (East), Mumbai - 400 097 and to the permitted use and occupation thereof TOGETHER WITH ALL rights priviles whatsoever of the Vendor as member of the society and at the rights, title and interest of the Vendor in the said flat the Purchaser of premises subject however to

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all taxes and outgoings and other charges now or hereafter parable to the secrets or any other body.

Now Vendor doth hereby covenant with the Purchaser that

- a The Vendor has applied to the Managing Committee of the said society for granting NOC for the transfer of the said flat premises and of the said shares held by the Vendor in the said society to the Purchaser;
- b The said flat premises as well as the said shares are absolutely free from any charges, mortgage, hypothecation or lien and the Vendor is absolutely at liberty to hold and dispose of the same accordingly to his own will and wishes;
- c. The Vendor has neither entered into any agreement with any person as party to sell, assign, lease, license, gift and/or transfer the said flat premises or any part thereof nor has the Vendor in any manner whatsoever dealt with his right, title and interest in the said shares of the said society nor has the Vendor created any charge, lien, encumber, mortgage etc. in respect thereof;
- d. Neither the said shares nor the said flat premises or either of them are/is the subject matter of any litigation nor the same or any of them are/is attached in execution of any decree nor has the Vendor created any tenancy or any other right whatsoever in favour of any one in respect of the said shares and the said flat premises or any part thereof;
- e. There is no impediment or restrain or injunction or other reason whatsoever against Vendor in respect of the said shares and the said flat premises whereby he is prevented from selling and transferring the said shares and the said flat premises in favour of the Purchaser.
- 4. The Vendors states that all amount standing to the credit of the Vendor in the books of the said society, either towards deposit, sinking fund, dividend or any other amount yeards transferred to the Purchaser and the Vendor hereinaker shall not have any right, title, interest or claim turns by kind or nature

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whatsoever subject to the full payment of the consideration amount as stated herein above

The taxes and all outgoings in respect of the said flat premises are paid by the Vendor till 31st March 2006 and thereafter will be paid by the Purchaser and the Vendor agrees to pay or reimburse the Purchaser in respect of any demand against the charges, mortgage, hypothecation and/or lien, if any, claimed or raised or that may be claimed or raised by the society or any other authorities in respect of any period prior to the date these presents;

The Purchaser shall abide by the rules of the said society and other regulations and keep the vendor indemnified in respect thereof till the time the Purchaser is admitted as the member of the said society.

- On the execution of these presents the Vendor shall hand over to the Purchaser the possession of the said flat premises or any other subsequent date till the Vendor receives full payment of the consideration amount from the Purchaser as stated herein above.
- 8. The Vendor shall execute and deliver necessary transfer forms and other documents and writing for the said transfer of the said society's membership and the shares of the said society as are required by the Purchaser for more perfectly securing, assuring and effectively transferring the said flat premises and the said shares to the Purchaser forever.
- The Vendor shall hand over to the Purchaser all documents of title and share certificate on payment of full and final consideration.
- 10. The Vendor and the Purchaser will execute necessary documents as and when required for giving proper effect to what has been agreed herein and to transfer the said flat premises and the said shares to the name of the Purchaser from that of the Vendor in the books of the said society.
- 11. Notwithstanding anything contained in last Indenture or otherwise howsoever is hereby expressly agreed and undertaken by the Vendor that the Parcis or has agreed to purchase and acquire the said shares in the flat premises on

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the basis of covenants and obligation madely the Vendor and therefore, the Purchaser shall not nor shall be deemed to assume be in any manner responsibility or a liability whatsoever either to the Vendor or to any person, firm, company, body corporate or any other authority claiming through or against the Vendor or otherwise howsoever and the Vendor shall hold and keep the Purchaser free and harmless from and against all actions, claims, demands, suits, damages, loss and liabilities of whatsoever nature which may at any time directly or indirectly arise out of the transaction herein contained and against any loss, damages, costs, charges and expenses which the Purchaser may now or at any time hereinafter pay, incur, suffer or sustain in connection with or as a result of all the foregoing and that the indemnity aforesaid shall be without any limitation of pecuniary nature of otherwise whatsoever.

- 12. Transfer fees/donation or contribution, if any, payable to the society for the transfer of the said shares from the Vendors name to the name of the Purchaser shall be paid by the Purchaser and seller equally.
- 13. The stamp duty and other registration charges or fees, if any, for and in respect of this Indenture shall be borne by the Purchaser alone.
- 14. The parties hereto agrees that in the event of the Purchaser lodging this agreement for registration, the Vendor shall attend the office of the Registrar of Assurances at Mumbai and admit his respective execution.
- 15. The Vendor hereby agree that he has no objection whatsoever if the electricity meter in respect of the sare that premises is transferred in the name of the Purchaser and the kandor shall assign and execute all necessary applications, affichers, etc in this behalf.
- 16. This agreement is engrossed in diplicate, original secret will be kept by the Purchaser while duplicate by the Vendor.

या के स्वारिक्ट्य

्रहर-५/ पु ९३३ | द

SCHEDULE REFERRED TO ABOVE

All that Flat No.101, admeasuring area 608 sq. ft. carpet or thereabouts, consisting of two bed room hall kitchen on the first floor of Shantivan. 2A owned by Shantivan. 2Co operative Housing Society Limited, situate at K. Raheja Township, Off Western Express Highway, Malad (E), Mumbai. 400-097 and bearing CTS No.581 of Village Malad (E), Taluka Borivali within the registration District and Sub-district of Mumbai City and Mumbai Suburban. The Building comprise of ground plus 7 floors with lift facility and the Building is constructed in 1988-89;

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective signatures the day and the year hereinabove written.

SIGNED, SEALED AND DELIVERED

By the withinnamed VENDOR

MR. RAMSEVAK BUDHAI CHAURASIA

In the presence of

1. N. L. Blot a

2. Blatia.

SIGNED, SEALED AND DELIVERED

By the withinnamed PURCHASER

DINESH SHARMA (HUF)

Through its Karta

MR. DINESH SHARMA

PAN NO.ABIPS9306 E

In the presence of

1. M. b. But a

2. Blassa



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Received from the withinnamed Purchaser, DINESH SHARMA (HUF) a sum of Rs.23,00,000/- (Rupees Twenty Three Lakhs Only) by way of full and final consideration towards the sale of the Flat No.101, admeasuring area 608 sq. ft. carpet or thereabouts, consisting of two bed room hall kitchen on the first floor of Shantivan – 2 owned by Shantivan - 2 Co-operative Housing Society Limited, situate at K. Rahcja Township, Off Western Express Highway, Malad (E), Mumbai – 400 097 and bearing CTS No.581 of Village Malad (E), Taluka Borivali within the registration District and Sub- district of Mumbai City and Mumbai Suburban by the following pay orders:

- 1. Pay order No.052466 dated 28-04-2006 drawn on Bank of Rajathan Limited, Mumbai Service Branch for Rs. 12,00,000/ (Rupees twelve lakh only).
- 2. Pay order No. 673314 dated 28-04-2006 drawn on Bank of Baroda, International Business Branch for Rs. 11,00,000/ (Rupees Eleven lakh only).

Rs.23,00,000/-I SAY RECEIVED

MR. RAMSEVAK BUDHAI CHAURASIA

Witness:

1.N.L. BHOV 2. Blotia



मालमनेज्या गजिस्टर काडौतील उतारा खायवा श्री Rutt Date साकाशास्त्र शास्त्रमा भागांचा अथवा लेहा विवाहीचे हकः मध्ये भारण करणाऱ्याचे नांव : ः _{त्वै}व बना प्राप्त झाला (जोवर्यंत तपास सामसा तोवर्यंत) लोकार : : ईंड गर ता भे । तारीख व्हाल्यूम नंबर 🗀 नवीन धारण करणारः (धा.). पट्टेदार (प.), **ग्रासीदाखल ग्रही** अथवा इतर बोजा असणारा (इ.) 13000 घ. जू. घ. ५८ मुंबर्ध उपनगर, जिल्हा भू 8) Grand University BELBERT. 2) आवर्षि केंप्स निर्म Ebers fraid old 3) राज केमा विधा Quelos एक इ रयेकार काउकान dulas. निर्ध ए जार जिल्ला मेर क्षां सं ठाल Cel costiss eelly 2005 21100 द्दर-५/

Shantivan-2

Co-operative Housing Society Ltd.

E)- 3/5/2006.

TO WHOMSOEVER EFMY CONCERN.

HIS IS TO CERTIFY THAT, THE FLAT NO. 101/A ON 1st FLOOR LEASURING 608 SO, FT CARPET IN THE BUILDING SHANTIVAN
CO-OP. HOUSING SOCIETY LTD.K. RAMEJAJOUNSHIP MALAD

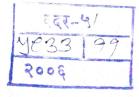
AST MUMBAL. - 400097.

AID BUILDING, IS CONSTRUCTED IN THE YEAR 1987-88.
HE A WING OF THE BUILDING CONSISTING OF GROUND
H SEVEN UPPER FLOOR WITH ONE LIFT FACILITY.

FOR SHANFEVAN. 2-CHS. LTD. SHANTIVAN-2 CO-O.3. HSG.SOCIETY NO.

HON SECRETARY.





Window Ref. No. : PN/1/00022

Rs.

Rs.

RS.

Date: February 01, 2006



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нечен**рт но.:** 0229694



BRIHANMUMBAI MAHANAGARPALIKA

P/NORTH WARD Assessor and Collector

Bill Period : 200520

Receipt Number : PN/ANC/05/024189

SAC No : 230713822

SECY SHANTIVAN NO 2 Name:

Address : CO OP HSG SOC LTD RAHEJA TOWN SHIP

KHOT DONGRI MALAD EAST MUMBAL 400097

142308.00 Total Tax: Rs. 0.00 Warrant Fee: Rs.

000 Government Penalty. Rs.

Notice Dues:

Municipal Penalty:

Total Amount Due.

Rs. Amount Paid: Amount Balance :

142308.00 Rs. RUPEES ONE LAC FOURTY-TWO THOUSAND THREE HUNDRED EIGHT

0.00

0.00

0.00

142308.00

in Vyorde .

Bank : new india co op Cheque no. :860152 Date: Jajuary 30, 2006 Chequ- Amount : Rs. 142308 00

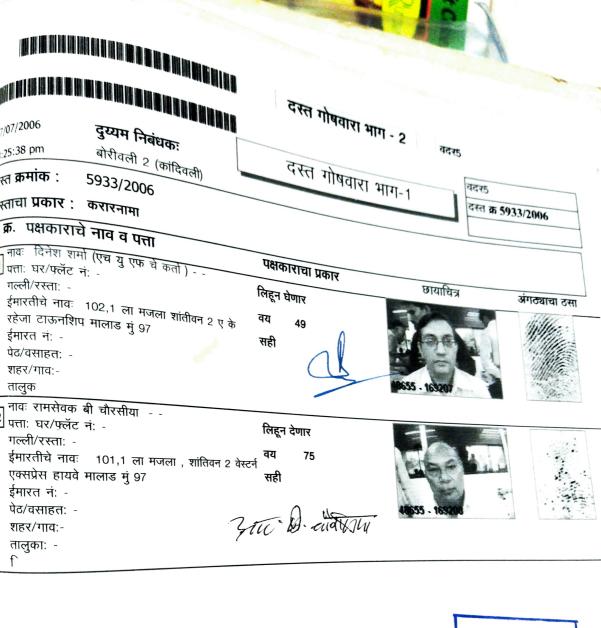
For Office Use 1/205/1/2/2006/10:35:59 AM

Remark1

Remark2

Cash Receiving Clerk

Received Subject to Realisation.





दस्त गोषवारा भाग - 2

दस्त क. [वदर5-5933-2006] चा गोषवारा

द्वस्त क्र. १५५० मोबदला २३००००० भरलेले मुदांक शुल्क : 98750

इस्त हजर केल्याचा दिनांक :17/07/2006 03:17 PM निषादनाचा दिनांक : 29/04/2006

दस्त हजर करणा-याची सही :

दस्ताचा प्रकार :25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 17/07/2006 03:17 PM

शिक्का क्र. 2 ची वेळ : (फ़ी) 17/07/2006 03:23 PM

शिक्का क्र. 3 ची वेळ : (कबुली) 17/07/2006 03:25 PM शिक्का क्र. 4 ची वेळ : (ओळख) 17/07/2006 03:25 PM

दस्त नोंद केल्याचा दिनांक: 17/07/2006 03:25 PM

वदर्ड

दस्त क्रमांक (5933/2006)

पावती क्र.:5948 विनाक: 17/07/2006 पावतीचे वर्णन

नांव: विनेश शर्मा (एच यू एफ वे कर्ता)

नांदणी फी 300 :नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (3II. 11(2)),

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

23300: एकण

23000

दु. निबंधकाची सही, बॉरीवली 2 (कांदिवली)

ओळख :

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

1) अमित शिंदे - - ,घर/फ़्लॅट नं: -

गल्ली/रस्ताः -

बी 102 कृष्णा पॅलेस कांदिवली मुं 101 ईमारतीचे नावः

ईमारत नं: -

पेठ/वसाहतः -

शहर/गाव:-तालुकाः -

पिन: -विवेक कदम - - ,घर/फ़्लॅट नं:

गल्ली/रस्ताः वरीलप्रमाणे

ईमारतीचे नावः -

ईमारत नं: -

पेठ/वसाहतः

शहर/गाव:-

तालुकाः -

पिन:

बोरीवली 2 (कांदिवली)

बन्ताणित करणेत येने ्रपार जेल्ही.

बदर-4/4683/२००६ न्यांक १ न्यांकवर