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AGREEMENT

OF
FLAT

NO. 403 ON 4TH FLOOR
BLDG. NO. 2

"MANISH DARSHAN"

belonging to

**Rajendra-Kripa Co-operative
Housing Society Ltd.
AT J.B. NAGAR
ANDHERI (E)
MUMBAI-400 059**

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222

DRAFTED BY:

SURESH KUMAR MOTWANI
B.A. LLB, DBM, DLW.
ADVOCATE HIGH COURT

Rajendrakripa Co-op. Hsg. Society Ltd.

(REGD. NO. BOM/HSG/1131/1986)

MANISH DARSHAN, NEAR KANTI NAGAR JAIN TEMPLE. J. B. NAGAR,
ANDHERI (E), MUMBAI-400 059.

Ref. No. Flat No. 2/403/2001-002. Date 16-8-2001

To,
Shri. Navin Shivkumar Saraogi,
flat No. 2/403, Manish Darshan.


Sub:- Change of name in BSES'S Consumer
No. 15651974.

Ref:- Your letter dated 13-8-2001.

TO WHOMSOEVER IT MAY CONCERN

This is to certify that the flat No. 2/403 of Rajendrakripa Co-operative Housing Society, ltd, has been transferred in the name of Shri. Navin ~~Saraogi~~ Shivkumar Saraogi w.e.f. 15-7-2001. Therefore, Shri. Navin Shivkumar Saraogi is now our society member owning flat No. 2/403 which was earlier in the name of Shri. Ramswarup S Agarwal. Society has no objection in transferring the above consumer No. in the name of Shri. Navin Shivkumar Saraogi. This is issued at the request of shri. N.S.Sarogi and is valid only for change of name in the consumer No. mentioned above.

for Rajendra Kripa Housing Society Ltd.


Chairman Hon. Secretary Jt. Secretary Hon. Treasurer

RS-547501-

MUMBAI - 400 051
MAH/GSO/010



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17/05/2001
BY. SUPERINTENDENT OF STAMPS
BANDRA.

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AGREEMENT

THIS INDENTURE made and entered into at Mumbai this ^{20th}----- day of
May 2001 BETWEEN SHRI RAMSWAROOP S.AGARWAL ,Indian
Inhabitant residing at 2/403,Manish Darshan, J.B.Nagar,
Andheri(E),Mumbai-400 059,hereinafter called the "VENDOR"(which
expression shall unless repugnant to the context or meaning thereof mean
and include their heirs,executors and administrators) of the ONE PART;

R. Agarwal

Manish Sagarwal

20/09/2019

AND SHRI NAVIN SHIVKUMAR SARAOGI of

Mumbai, adult, Indian Inhabitant, presently residing at flat No.2/605,606 Manish Darshan, J.B.Nagar, Andheri (E), Mumbai-400 059., hereinafter called the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) of the OTHER PART;

WHEREAS one M/S CHETAN BUILDERS as the Builder/Developer did complete/got completed R.C.C.

construction of a ground plus six storeyed building known as MANISH DARSHAN with lifts comprising of 213 flats at land bearing survey no. 27, Hissa no.4, and survey no.29, Hissa no.1, 7 and 5 (Part), CTS NO.189, 192 of village Sahar in Andheri Taluka of Bombay Suburban District in the year 1966 in accordance with the plans sanctioned by the concerned authorities and to which the provisions of the Maharashtra Ownership flats (Regulation of promotion of Construction, Sale, Management and Transfer) Act, 1963 apply;

AND WHEREAS the said M/S CHETAN BUILDERS agreed with one Dr.JAIPRAKASH KHUSHALDAS SAWLANI of Mumbai to sell flat no: 403 on the 4th floor of Building No: 2 together with the amenities admeasuring about 560 Square Feet of built-up area on the 4th floor in the

P. Agarwal

Navin Saraogi

said Building Manish Darshan 2B Wing situated at Pipeline Road, J.B.Nagar, Andheri (E), Mumbai-400 059(hereinafter for brevity's sake called the "SAID FLAT") and towards that purpose issued a letter of allotment dated 1st February 1984 through its partner reserving the said flat for a consideration fixed at 58800/-(Rupees Fifty Eight Thousand Eight Hundred Only) and agreeing to execute in due course a proper agreement for sale containing the usual terms and conditions;

AND WHEREAS pursuant to an agreement dated 2nd February 1984 Dr. J. Prakash Khushaldas Sawlani handed over the peaceful and vacant Possession along with the Rights, Title and Interest in respect of the said flat no:403 on the 4th Floor in building No:2 Manish Darshan for a Total Consideration of Rs.98000/-(Rupees ninety Eight Thousand Only) to One Shri.MADANLAL LADURAM BAGARIA of Bombay inhabitant.

AND WHEREAS pursuant to an agreement dated 13th August 1986 Shri Madanlal Laduram Bagaria handed over the peaceful and vacant possession along with Rights, Title and Interest in respect of the said flat no:403 on the 4th floor in building no:2 Manish Darshan for a Total consideration of Rs.1,42,000/-(Rupees One Lakh Forty Two Thousand Only) to Shri.RAMSWARUP SATYANARAYAN AGARWAL of Bombay Inhabitant as the absolute owners thereof:

R. Agarwal

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AND WHEREAS the vendor has been duly admitted as a member of the co-operative housing society formed and registered, inter alia, of the flat/shop/garage holders of the said Manish Darshan viz. RAJENDRAKRIPA CO-OPERATIVE HOUSING SOCIETY LIMITED having Registration No: BOM/HSR/1131 of 1966 (Hereinafter for brevity sake called the "SAID SOCIETY")

AND WHEREAS the said society has allotted to the vendors five fully paid shares of Rs. 50/- (Fifty Only) each bearing distinctive Nos. 686 to 690 under Folio No: 217, Member No: 138 towards the said membership in respect of the said flat NO: 403 on the Fourth Floor in Building No: 2, Manish Darshan; AND WHEREAS pursuant to the resolution on 9th November 1986 the name of the present vendor appears as the member of the said society;

AND WHEREAS the Vendor thus has the legal and equitable Right to the said flat in what popularly known as ownership basis and also has Rights and privileges as member of the said society, which all the said flat owners and the rights thereabout are hereinafter where-ever the context so permits collectively entitled to expertise by the law by which they are governed;

R. Agarwal - Manish Darshan

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AND WHEREAS the Vendor has agreed to sell and transfer and assign to the purchaser and the purchaser has agreed to purchase and acquire on ownership basis all the rights, title and interest of the vendor in the said holding together with its appurtenances, privileges and benefits appertaining thereto with clear marketable title free from all incumbrances.

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

1. The Vendor hereby sell, transfer and assign and the purchaser hereby purchase, take-over and acquire as co-owner on ownership basis from the Vendor the said flat no.403 of bldg.no.2 on 4th floor in the building known as MANISH DARSHAN, RAJENDRAKRIPA CO-OP. HSG. SOCIETY at J.B.Nagar, Andheri (E), Mumbai-400 059 and rights aforesaid thereabout together with all the appurtenances, privileges and benefits appertaining thereto and as more particularly described in the schedule hereunder written at or for the lump-sum price of Rs.12,00,000/- (Rupees twelve lakhs only) alongwith the furniture & Fixtures, all of which is paid and/or adjust on or before the execution

R. Agarwal.

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hereof by the purchaser to the Vendor (the receipt whereof the Vendor does hereby admit and acknowledge and of and from the same and every part thereof does hereby acquit release and discharge the purchaser forever).

2. The vacant, peaceful and quiet possession of the said flat is hereby handed over by the Vendor to the purchaser on or about the execution of these presents. The possession of the said flat premises now exclusively belongs to the purchaser on and from the execution of these presents and the vendor has no right, title and interest of whatsoever nature in respect of the said flat

It is understood and agreed that the Vendor will make a payment of Rs.2,00,000/- (Rupees Two Lakh Only) on the day of signing of this agreement and the balance Rs.10,00,000/- will be paid after getting a Loan from his bankers on or before the possession of the said flat.

3 The vendor hereby convent with the purchaser that;

a) It shall be lawful for the purchaser from time to time and at all times hereafter to peaceably and quietly to hold, possess and enjoy the said flat without any threat of lawful eviction, interruption, claim or demand

R. Agarwal

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whatsoever from or by the vendor or from or by any person(s) lawfully or equitably claiming by from under or in trust for them.

b) The vendor undertake to execute and do every such assurance thing or writing necessary for further and more perfectly assuring the said holding to the purchaser and for carrying out the necessary transfers/ mutations in the records of various authorities / society and bodies concerned.

c) The Vendor hereby undertake to indemnify the purchaser or any other person (s) claiming through him/her suffer any loss or damage due to any claim or demand put forward by third party to the extent of the loss suffered by the purchaser or any person(s) claiming through him.

4) The Vendor hereby delivers to the purchaser all the relevant original papers documents and papers and instruments evidencing the Vendor's aforesaid right title and interest to the flat.

5) The purchaser is hereby entitled to become and shall become the member of the said society and shall observe perform and abide by all the rules regulations and bye-laws of the said society, and towards that end the

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parties hereto hereby make all such applications and sign all such forms declaration and documents as are necessary to enable the said society transfer the said shares and the membership from the name of the Vendor to that of the purchaser. The said society by its letter No, dt agreed to admit the purchaser as its member on the terms and conditions mentioned therein.

- 6) The Vendors hereby declare that they paid and discharge their share in full in respect of the said flat of all the deposits, and the dues and the liabilities (if any) in relations to or about the said premises to the said Builder/Developers/society and other authorities concerned upto the date of these presents and shall keep the purchaser indemnified against any claim arising out of the non-payment thereof.
- 7) The purchaser shall be liable to pay the taxes and society charges after the date of execution of this agreement.
- 8) The vendor hereby declare represent and warrant, and the purchaser has entered into this transaction only on the faith of the said representations and believing the same to be true, that :

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- a) The vendor hereby declare that he has purchased and acquired the said flat out of funds/ money belonging to the vendor absolutely.
- b) The Vendor is the absolute owners of the said flat and that no other person(s) or party/ parties has/have any right title interest claim or dem and to over or upon the same or any part thereof either by way of sale, charge, mortgage, gift, trust, lien or otherwise howsoever.
- c) The Vendor declares that he holds good right, full power and absolute authority in him self to sell and transfer the said flat and that either he nor any one on his behalf has committed or omitted any act deed matter or thing whereby the said flat can be forfeited and Vendor will indemnify and keep indemnified the purchaser from or against all actions suits and proceedings and all claims, demands, expenses or other liabilities of whatsoever nature made or suffered by or brought against or incurred by the purchaser by reason or by virtue of the non-performance or non-observation by the vendor of any or the terms and conditions on which he holds the said flat or any of the rules, regulations and bye-laws for the time being in force and/or otherwise in relation thereto.
- d) The vendor is fully and legally entitled to sell transfer and dispose off the said Holding in the manner herein contemplated.

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e) The Vendor hereby declare that he has not encumbered or agreed to encumber by way of charge, lien, trust sale, pledge or otherwise howsoever his said right title and interest in the said Holding and the said are free from all encumbrances whatsoever and further that his right title and interest in the said flat has not been affected by any lis-pendens, insolvency or attachment either before or after judgment or prohibitory order from or by or at the instance of taxation authorities or any other authorities concerned to the effect not to deal with or dispose off the right, title, Interest in the said holding and further declare that the Vendor has full and absolute power to deal with the same. There are no claims or demands at present of any person, body or authority concerned in connection with the said flat which in any manner affect or restrict the right of the Vendor to deal with the said flat.

f) The terms and conditions relating to the said flat are valid and subsisting and the vendor has duly observed and performed all the terms and conditions thereof, and if any have remained to be complied-with, the vendor undertake to complete and perfect the title to the said flat at the vendor's own costs and expenses.

R. Agarwal

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g) The said society has agreed to transfer the said flat and the said shares in the name of the purchaser on submission of all the requisite document/forms with transfer fees as aforesaid.

9) The transaction herein shall be formally completed on the transfer of the flat and/or its appurtenances being carried out by all the persons and other authorities concerned from the name of the Vendor to the name of the Purchaser.

10) All costs, charges and expenses of these presents including the stamp-duty and registration charges, if any, payable on this Indenture and in respect of the transaction herein shall be borne by the Purchaser. The Transfer- fees, if any payable to the said society are to be borne by the purchaser & the Vendor equally. The legal and professional costs and charges of their respective advocates shall be borne by each party

11) In the event of there being any claim by the Government in respect of the said flat prior to the date of execution of these presents the Vendor herein agrees and undertake to discharge such liabilities without reference to the Purchaser herein and in the event of such recovery being effected from the Purchaser shall be entitled to recover the same from the Vendors without any challenge thereto.

11 R. Aggarwal, Neelam Sankar

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IN WITNESS WHEREOF the parties hereto have hereunto caused their respective hands and seals to be affixed the day and year first herein above written.

THE SCHEDULE ABOVE -REFERRED TO

ALL THAT the residential Flat or premises flat no2/.403 ,Manish Darshan, on the 4th floor, on the Plot of Land situate lying & being at sahar village, Andheri-(e) on s.no.27,Hissa no.4,& S.No.29,Hissa No.1,7,5(part) CTS NO. 189.192 in the city and island of Bombay in registration sub-District of Bombay, Bombay suburban which flat admeasures about 560 sq.ft. built up area or thereabout being a R.C.C. structure built in the year 1966 with lift and other usual facilities.

R. Agarwal

Manish Darshan

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SIGNED AND DELIVERED)

By the withinnamed)

1) SHRI RAMSWAROOP S. AGARWAL)

the vendor in the)

presence of—)

1) SHYAM AGARWAL)
A/203 VENUS APF)
MIRA-ROAD (E) THANE)

R. Agarwal

BL Agarwal

SURESH KUMAR MOTWANI)
B.A. LLB, DBM, DLW.)
ADVOCATE HIGH COURT)
Flat No. A1-309, A1-Vidyadani Society,)
Om Nagar, Andheri (E),)
Mumbai - 400 099.)

S. Motwani

SIGNED SEALED AND DELIVERED)

By the withinnamed)

SHRI NAVIN SHIVKUMAR SARAOGI)

The Purchaser in the presence of—)

1) SHYAM AGARWAL)
A/203 VENUS APF)
MIRA ROAD (E) THANE)

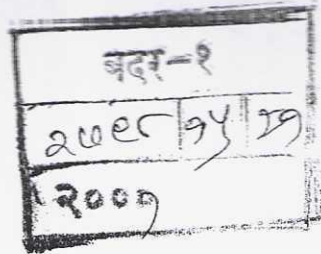
Navin Saraoji

BL Agarwal

2) SURESH KUMAR MOTWANI)
B.A. LLB, DBM, DLW.)
ADVOCATE HIGH COURT)
Flat No. A1-309, A1-Vidyadani Society,)
Om Nagar, Andheri (E),)
Mumbai - 400 099.)

S. Motwani

RECEIPT



Received the sum of Rs. 2,00,000/-
(TWO LAKH ONLY) from Mr. NAVIN
SHIVKUMAR SARAOGI towards
the sale of Flat- NO: 2/403,
Manish Darshan, J. B. Nagar
Andheri (E) vide cheque No: 947185
dt 18-5-2001 Drawn on Bank of
Baroda Chakala Branch.

I SAY RECEIVED.

~~RA~~

(RAMSWAROOP. S. AGARWAL)

18/5/2001

Witness

(1) MR. SHIVKUMAR. S.
SARAOGI

Shivkumar Saraogi

Rajendrakripa Co-op. Hsg. Society Ltd.

(REGD. NO. BOM/HSG/1131/1966)

MANISH DARSHAN, NEAR KANTI NAGAR JAIN TEMPLE. J. B. NAGAR,
ANDHERI (E), MUMBAI-400 059.

Ref. No. Flat No. 2/403/2001-2002

Date 14-5-2001.

To,

Shri. S.K. Saraogi,
flat No. 2/605, Manish Darshan,

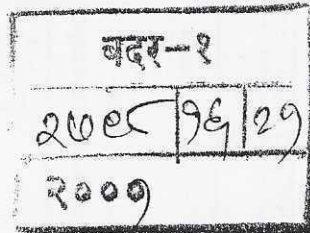
Subject: Issue of certificate of Registration
of the society and payment of stamp duty
for sale/purchase of flat No. 2/403.
Your application dated 14-5-2001.

TO WHOMSOEVER IT MAY CONCERN

This is to certify that Rajendrakripa Co.op.
Housing Society, Ltd, has been registered
with effect from 24-2-1966 and that the flat
in Building No. 2 has been provided w.e.f.
1981 when the flat was initially allotted
to member by the Builder M/s Chetan builder.
The area of flat No. 2/403 is 560 sq.ft.

This certificate is issued at the request
of Shri. S.K. Saraogi, flat No. 2/605 for
the purpose of payment of stamp duty/~~xxxxxxx~~
and registration for sale/purchase of flat No.
2/403.

(Honorary Secretary.)
for Rajendrakripa Co.op. Hsg Soc, Ltd.



ANDHERI(E)

महाराष्ट्र शासन

नोंदणी की व मुद्रांक शुल्क याकरिता भरावयाचे मुल्यांकन माहिती विवरण पत्र.
K - EAST

विभाग क्र. [झोन नं.
[माहिती असल्यास द्यावी]

] उप विभाग क्र. [सर्वे झोन नं.] [बांधकाम/इमारतीकरिता]

१. पक्षकाराचे नांव
२. दस्तऐवजाचा प्रकार
३. मालमत्तेचे वर्णन

MR. NAVIN SHIVKUMAR SARAOGI
PURCHASE AGREEMENT
MANISH DARSHAN, J.B. Nagar A(E)
गांव : तालुका : जिल्हा :
SAHAR Village ANDHERI(E) मुंबई उपनगर
MUMBAI-400059

अ] सिटी सर्वे नं.

सर्वे नं./गट नं./पोट हिस्सा नं./टी.पी.एस. नं.

ब] चतुःसिमा

१] SY. NO: 27, 29

HISSA NO:

२] CTS NO:

52.04 SQ Mtr

17,5(PART)

३] 189, 192

(560 SQ FT Built up)

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चौ. मि./चौ. फूट

RESIDENTIAL

[निवासी/व्यापारी/औद्योगिक]

गाळा क्र : 2/403

क] मालमत्तेचे क्षेत्र

FLAT

[फ्लॅट/अपार्टमेंट/दुकान/कार्यालय]

ख] वापराचे स्वरूप

4TH FLOOR

ग] मजला

LIFT

घ] इतर सुविधा

[सचवी/टेरेस]/लिफ्ट/जॉगिंग पार्क/क्लब/उद्यान/पोहण्याचा तलाव/वाहनतळ इ.]

टीप : करारपत्र/साठेखत [

नाहीत. सोब दस्तऐवजाची झेरॉक्स प्रत जोडली आहे.] कोणतेही पूरक कागदपत्रे लागत

तारीख : 17-5-2001

ठिकाण : MUMBAI-59

Navin Saraogi

पक्षकाराची स्वाक्षरी/अंगठ

(NAVIN SHIVKUMAR SARAOGI)

-: कार्यालयीन उपयोगासाठी :-

जिल्हयाच्या/

वरील माहितीच्या आधारे लागू होणारा

तालुक्याचा बाजारमूल्यदर तक्त्यातील विभागाचा क्रमांक

मधील अ/क्र. चा दर

मालमत्तेची येणारी किंमत

आवश्यक मुद्रांक शुल्क

नोंदणी की रु.

दिलेले मुद्रांक शुल्क

करक

प्रति चौ.मी./चौ.फूट नुसार

द्वयम निबंध

RECEIPT

RECEIVED THE SUM OF Rs. 10,00,000.00 (TEN LAC ONLY)
FROM NAVIN SHIVKUMAR SARAOGI TOWARDS THE BALNCE PAYMENT OF
FLAT NO: 2/403 MANISH DARSHAN, J.B. NAGAR, ANDHERI (EAST),
MUMBAI-400 059, IN FULL & FINAL. AS PER THE DETAILS MENTIONED
BELOW:--

PAYSLIP NO.	DATE	DRAWN FROM	BRANCH	AMOUNT
203855	27.06.01	BANK OF BARODA	CHAKALA	9,00,000.00
203856	27.06.01	BANK OF BARODA	CHAKALA	1,00,000.00
				<u>10,00,000.00</u>

I SAY RECEIVED


(RAMBHAROOOP, S. AGARWAL)

MY NEW ADDRESS & TEL.NO.

RAMBHAROOOP, S. AGARWAL
B-801/802, BRINDAVAN,
BEHIND DINDOCHI BUS DEPOT,
OFF. A.K. VAIDYA MARG,
BOREGAON (EAST), MUMBAI-400 062
TEL.NO: 8495082.

WITNESS:- Shiv Kumar Saraogi

(1) MR. SHIVKUMAR SARAOGI
2/605-606 MANISH DARSHAN,
J.B. NAGAR, ANDHERI(E), MUMBAI-59.

(2) MR. SURESHKUMAR MOTWANI

SURESH KUMAR MOTWANI
B.A. LL.B. B.M. DLW.
ADVOCATE HIGH COURT
A1-309, A1-Vidyadani Society,
Om Nagar, Andheri (E). Mum-59



To:

MR. NAVIN SHIVKUMAR SARAOGI

SUB: Receipt of Full & final Payment
& Handing over the possession of
Flat No: 2/403.

Dear SIR,

With reference to the Agreement-dated
20th May 2001 entered between us in respect
of flat No: 2/403 at Rajendra Kripa CHS.
J.B. Nagar Andheri (E). As per the Terms of
Agreement I have received the full & final
payment and hereby handover the keys,
Peaceful & vacant possession of the said flat
along with the Original Share certificate No:
Member No: 217 - Folio No before the following
138
witnesses.

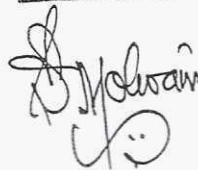
R. Agarwal

C RAMSWAROOP. S. AGARWAL

WITNESS
NAME

(1) SURESH KUMAR MOTWANI
B.A LLB, DBM, DLW.
ADVOCATE HIGH COURT
Flat No. A1 303, A1-Vidyadani Society,
Om Nagar, Andheri (E).
Mumbai - 400 099

SIGN



MY NEW ADD & PHONE
B. 801/802 BRINDAVAN
Behind DINDOOSHI BUS
DEPOT
OFF. A.K. VAIDYA-MARU,
CORECAON (E),
MUMBAI-400 063
PH. 8495082.