

५०६७  
 २५५७ चौदा हजार आठसो व आठ सान्ना  
 देणा-या व्यक्तीचे नाव.....  
 पत्ता.....  
 हस्ता.....  
 पावती क्र. ५२०६७५

PROPER OFFICER  
 SUB - REGISTRAR  
 THANE - VI (BELAPUR)



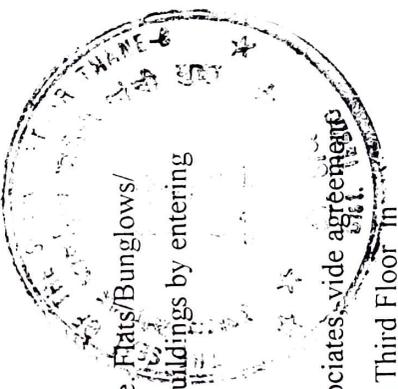
THIS AGREEMENT made and entered into at Navi Mumbai on this 05<sup>th</sup> day of June, 2003, between **Mr. Mattathil Sreedharar. Nair Rajshekharan**, having it's address at E-3/301, Nilgiri Gardens CHS Ltd., Sector-24, CBD, Belapur, Navi Mumbai, hereinafter called as **"The Vendor"** (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean & include his heirs, executors, administrators and assigns ) of the First Part and **Mr. Ajay Chhotelal Pasi and Mr. Chhotelal D. Pasi**, both adults, Indian inhabitants, presently residing at Bhim Nagar Colony, Room No. 6, J. R. Bhoricha Marg, Jacob Circle, Mumbai-11 hereinafter called as **"The Purchasers"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns ) of the Second part.

Chhotelal. D. R. Pasi

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1) Whereas by a lease agreement dated 22-01-87 entered into between M/s City and Industrial Development Corporation of Maharashtra Limited (hereinafter referred to as "THE CIDCO") of the one part and M/s KAILASHNATH & ASSOCIATE, a partnership firm having their registered office at 18-Barakhamba Road, New Delhi-110001 and Mumbai office at 62, Mittal Court, "A" wing, Nariman Point, Mumbai-400021 (hereinafter called "THE BUILDER") of the other part. The CIDCO granted license in favour of the builder for the purpose and on the terms and conditions therein contained and agreed to grant a lease in favour of The Builder or their nominees for a term of 60 years of all that piece or Schedule of land hereinunder written) at the rent and or the terms parcel of land in sector 24 of C.B.D/Belapur (earlier Nerul), Navi Mumbai - 400614 admeasuring about 14050 Sq. Mtrs. (more particularly described in the conditions and therein contained. The Builder completed the construction on the said plot in accordance with the plans sanctioned by the CIDCO and obtained the completion certificate/occupancy certificate from the competent authority from CIDCO. The builder has named the complex as "NILGIRI GARDENS RESIDENTIAL COMPLEX".



- 2) The builder had agreed to sell the tenement i.e. Flats/Bunglows/ Car Parking spaces and other spaces in the said buildings by entering into separate agreement with various Purchaser.
- 3) Whereas the builder M/s Kailashnath & Associates vide agreement for sale dated 23-12-94, sold the Flat No. 301 on Third Floor in Building No. "E-3[C-5 Type]" admeasuring about 717 Sq. Ft. Super Built-up area [Built up area = 53.35 Sq. Mtrs.] of "Nilgiri Gardens Residential Complex", constructed on the said plot and terms and conditions with specifications mentioned therein to Mrs. Karuna Jitendra Rastogy and Mr. Jitendra Mohan Rastogy. Thereafter, the said Mrs. Karuna Jitendra Rastogy and Mr. Jitendra Mohan Rastogy sold the said flat vide Agreement for Sale dated 08-07-99 to **Mr. Mattathil Sreedharan Nair Rajshekharan**, the Vendor herein.

Contd.....3

*Rajy Mattathil - Party*

3 / 98
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4) Where as "THE VENDOR" hereby declares that the Co-Op. Hsg. Society of the said Nilgiri Gardens Residential Complex has been formed and registered vide certificate no. NBOM/CIDCO/SG(OH)/573/JTR/ 1997-98 DATED 15-12-97 and the Vendor has been taken as promoter member of the society. The society has allotted five shares to the Vendor in respect of the said flat.

5) Whereas "The Vendor" hereby agrees to sell and transfer to the party of the second part i.e. "The Purchasers", The Said Flat alongwith all the deposits and credits lying with the builder including legal charges, stamp duty, electric connection charges and any amount receivable from the builder or any other agency on account of excess payment or otherwise. if any, in respect of the said flat as per the said agreement and "The Purchasers" hereby agree to accept the said transfer on payment of the consideration fully payable as hereinafter mentioned.

**6) It is further declared by The Vendor that:-**

- A) There are no suits, litigation, civil or criminal or any other proceedings pending as against the Vendor personally affecting the said transfer.
- B) There are no attachments or prohibitory orders as against or affecting the said flat and the said flat is free from all encumbrances or charges and/or is not the subject matter to any lispendens or easements or attachments either before or after judgement. The Vendor has not received any notice either from The Government, Semi Government or Municipal Corporation regarding any of the proceedings in respect of the said flat.
- C) The said Flat is free from all mortgages, charges, encumbrances of any nature whatsoever.
- D) The Vendor has paid all the necessary charges of any nature, whatsoever, in respect of the said Flat and the Vendor has not received any notice from any statutory body or authorities asking for the payment of any nature whatsoever in respect of the said flat.
- E) The Vendor, in the past, has not entered into any agreement either

*Signature*  
Raj  
Ch. K. S. P. S.

Confid.....4  
28/10/98

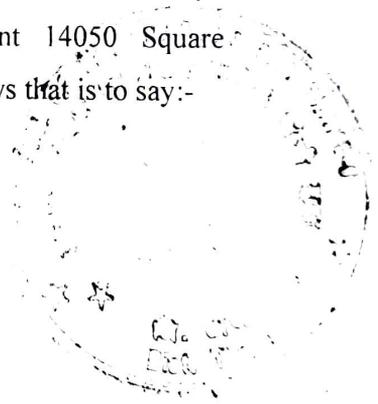
mentioned is for transfer of all the shares, ownership rights and interests in the said flat and also inclusive of all deposits and sinking funds etc. lying and being at the credit of the Vendor in the books of the Society/Builder.

20) The Vendor doth hereby covenant with The Purchasers that notwithstanding any act, deed, matter or things whatsoever by the Vendor or by any person or persons lawfully or equitably claimed by, from through, under or in trust for him made, done, committed, omitted or willingly suffered to the contrary and seller now and that in his self good rights, full powers and absolute authority to agree to sell, transfer and assign the benefits of the said agreement and the said flat to The Purchasers in the Manner aforesaid.

#### THE SCHEDULE OF LAND

That Piece of land known as plot in sector 24 of C.B.D./Belapur Navi Mumbai-400614 contained by admeasurement 14050 Square Meters or thereabouts and bounded as follows that is to say:-

On or towards the North by : Open Space  
On or towards the South by : Open Space  
On or towards the East by : Plot  
On or towards the West by : Road



#### THE SCHEDULE OF FLAT

That Flat No. 301 on Third Floor in Building No. "E-3[C-5 Type]" (having G + 4 upper floors ) Of NILGIRI GARDENS CO-OP. HSG. SOCIETY LTD., sector- 24 of C.B.D./ Belapur, Navi Mumbai-400614 admeasuring about 717 Sq. Ft. Super Built-up Area [Built-up Area = 53.35 Sq. Mtrs.].

*[Handwritten signatures and stamps]*  
C. Whistler  
5/98  
Cmtd.....8  
2800103

In witness whereof the parties hereto have set and subscribed their respective hands on 05<sup>th</sup> June, 2003 here-in-above written.

Signed, Sealed and delivered by

The withinnamed "VENDOR"

Mr. Mattathil Sreedharan Nair Rajshekharan

In the presence of :

N. K. Verma  
(R.K. Verma)

Signed, sealed and delivered by

The withinnamed PURCHASERS

Mr. Ajay Chhotelal D. Pasi

Mr. Chhotelal D. Pasi

In the presence of :

Reghunathan  
(K.C. REGHUNATHAN)

**RECEIPT**

Received with thanks a sum of Rs. 2,50,000/- (Rupees Two Lac Fifty Thousand only) as per the details given hereunder, from Mr. Ajay Chhotelal Pasi and Mr. Chhotelal D. Pasi. The Purchasers withinnamed, towards Part Payment of The Said Flat as per the terms of this Agreement for Sale.

**Details of Payment:**

- 1) Cheque No. 372158 dated 05-06-2003  
drawn on Bank of Baroda, Mumbai for Rs. 1,25,000/-
- 2) Cheque No. 372159 dated 05-06-2003  
drawn on Bank of Baroda, Mumbai for Rs. 1,25,000/-

Total = Rs. 2,50,000/-

I Say Received

Mattathil Sreedharan Nair Rajshekharan  
5/6/03

(Mr. Mattathil Sreedharan Nair Rajshekharan)

7.11.03 2800/03  
e/98

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# Nilgiri Gardens

Co-Operative Housing Society Limited

REG. NO: NBOM/CIDCO/HSG(OH)/573/JTR/YEAR 1997-98 Dt.: 15/12/97  
Sector 24, Uran Road, C.B.D. Belapur, Navi Mumbai - 400 614. Telephone: 757 8983

06.07.1999

MRS. KARUNA JITENDRA RASTOGI

MR. JITENDRA MOHAN RASTOGI

DEAR SIR

PLEASE REFER TO YOUR LETTER OF  
3.7.1999.

WE HAVE NO OBJECTION TO YOUR PROPOSAL  
TO SELL THE FLAT TO MR. M. S. RAJASEKHARAN  
PRESENTLY RESIDING AT H-62/2/1 - SUNRISE  
APARTMENTS, SECTOR-4, NERUL

THANKS YOU,

YOURS FAITHFULLY

Rudra Rao  
6/7

SECRETARY

NILGIRI GARDENS C.H.S. LTD.

अनुक्रम क्रमांक ५४६०  
 दिनांक १९६६ के जुलै  
 ८ वारखेक ११ व १२  
 वे दरम्यान ठाणे-३  
 दुय्यम निबंधक बापे कर्षी  
 धारण विद्या.

ज पत्तया नी-पर्वी  
 तिसवी कुलक ८४८०१-  
 दोस्रो पार्थ (१५) ७५१-  
 २२ २१-  
 ३१-  
 १५१-  
 पक्षक नं:- ८५७५१-

न नं - ३  
 ५४६०१५-१५  
 १६६६

दुय्यम निबंधक ठाणे नं. ३

दुय्यम निबंधक ठाणे नं. ३

- १) श्रीमती: करुणा जिवेद्र रस्तोगी  
 सज्जान: गृहीणी  
 रा:- सांताक्रुझ (फः) मुंबई-५
- २) श्री: जिवेद्र मोहन रस्तोगी  
 सज्जान: घंदा- नोकरी  
 रा:- सांताक्रुझ (फः)  
 मुंबई-५
- ३) श्री: मन्ताथिल श्रीधर नाथर  
 राजशेरवरम  
 सज्जान: घंदा- नोकरी  
 रा:- सेक्टर-४  
 नेरुळ

आर. के. वर्मा  
 नोकरी रा: वासरी

वस निवदन करात वाहित की, ३  
 (स्तंभक करून देणाऱ्या उपर निर्दिष्ट  
 ससास व्यक्तीश: ओळखतात व त्याची  
 ओळख पटवितात.)

*(Signature)*  
 (R.K. Verma)  
 दि. ८/७/६६

दुय्यम निबंधक ठाणे नं. ३

कार्यालय करारनामा  
 स्वीकृत करून दिव्याची  
 पत्रात

*(Signature)* 

*(Signature)* 

*(Signature)*



दुसरा क्रमांक पाहिले  
 ५४६० क्रमांकावर नोंदवले

दुय्यम निबंधक  
 दिनांक ८ वार ७ जून १९६६



# Nilgiri Gardens

REGD. NO. NBOM/CIDCO/HSG(OH)/573/JTR/YEAR:197-98 DL.15.12.97

CO-OPERATIVE HOUSING SOCIETY LIMITED

SECTOR-24, AMRA MARG, C.B.D.BELAPUR, NAVI MUMBAI-400614 • TEL : 757 8983

Ref.No: Ngi-129

Date: 5<sup>th</sup> June 2003.

To,

Mr. M.S.N. Rajshekharam,  
E3/301,  
Nilgiri Gardens CHS Ltd.  
CBd Belpaur.

**Sub: NOC**

Dear Sir,

Please refer to your letter of 4.6.2003 on the subject.

We have no objection to your proposed sale of your flat No. E-3/301 to Mr Ajay Chhotelal Pasi amd Mr. Chhotelal D. Pasi of Room No.6, Bhim Nagar Colony, J.R.Bhoricha Marg, Jacob circle, Mumbai - 400 011.

This NOC is given subject to the condition that the proposed buyer may obtain NOC from CIDCO at a later date if called for.

Thanking you,

Yours faithfully,  
For Nilgiri Gardens Co-operative Hsg.Scty Ltd.,

  
Secretary



92/98