

No 032857

ग्राहकी प्रत / Party Copy
The Greater Bombay Co-op. Bank Ltd.
(Scheduled Bank)

शाखा/ब्र.
KANDIVALI (W) BR.
दिनांक/Date 09/05/06

मुद्रांक शुल्क / Stamp Duty रु / Rs 68,100/-
सेवा आकारणी शुल्क / रु.
Service Charges / Rs. 10/-
No. of Documents 1
एकूण / Total Amount रु / Rs. 68,110/-
अक्षरी रूपये / Amount in Words

मुद्रांक शुल्क भण्डारणे
Paying party
पैन नं. / Pan No. 040000550104

पत्ता / Address & Tel. No.
Kailash K. Joshi
Kandivali (W)
Mumbai 400 067
संपादक/कारणे नाव / Name of counter party

व्यवसायाच्या उद्देशाचे कारण
transaction for sale
पत्रिका / हे अंतर ज्या बँक बंद आहे त्या बँकेचा नाव /
Name of the Drawee Bank & Branch

डी.डी. वॉचर चेक नं.
D.O. No. / Cheque No. If any

रोखपणे / Cashless
अधिकृत्यव्ययी सही
Authorized Signatory
मुद्रांक शुल्क देणे वस्तुतःच पुरवणाने येताना ही पत्रिका
आपणे अविपर्यय आहे / This counterfoil has to
be presented at the time of delivery of stamps.
Subject to Delivery of stamp document on
next working day

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on this _____ day of May, 2006 BETWEEN : SHRI. KAILASH RADHESHYAM JOSHI an adult Indian inhabitant of Mumbai having address at premises No 202 on the 2nd floor in the Ganesh Bhuvan, S.V. Road, Near Anandvan Ashram, Kandivali (W), Mumbai 400 067, hereinafter referred to as the "THE VENDOR" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and be deemed to include his/their Legal heirs, and representatives, executors, administrators & assigns) of the FIRST PART; AND: 1) SMT.ASVINA ROHIT SHAH AND 2) SHRI. HEMANT P. SHAH both adults, Indian Inhabitants of Mumbai, hereinafter referred to as "THE ~~NEEDING~~ PURCHASERS (which expression shall unless it be repugnant to the context or meaning thereof shall mean and be deemed to include their respective Legal heirs, and representatives, executors, administrators & assigns) of the SECOND PART;

(Authorized Signatory)
SHRI. RADHESHYAM O. JOLENSAR

(RS 68100/- sixty eight thousand one hundred only)

Ashvina.R.shah

Hemant P.Shah

Kailash Joshi

Nº 032857

शांखी बंधु / Party Copy
The Greater Bombay Co-op. Bank Ltd.
(Scheduled Bank)

KANDIVALI (W) BRANCH
दिनांक/Date 09/05/06

मुद्रांक शुल्क / Stamp Duty ₹ / Rs. 10/-
सेवा आकारणी शुल्क / R.

Service Charges / Rs. 10/-

No. of Documents 1

एकूण / Total Amount ₹ / Rs. 60,16/-

अक्षरी रूपाने / Amount in Words

मुद्रांक शुल्क भरणाऱ्याचे / Name of stamp duty

Paying party

पैन नं. / Pan No. AAPS52704

पत्ता / Address of the

Kailash R. Joshi

Mumbai

संपादकाचे नाव / Name of the party

व्यवहाराचा उद्देश / Purpose of

transaction Agreement for Sale

पत्रिका / चे अक्षर / चे नं. / चे नं. / चे नं. / चे नं.

Name of the Drawee Bank & Branch

डी.डी. / चे अक्षर / चे नं. / चे नं. / चे नं. / चे नं.

D.D. / चे अक्षर / चे नं. / चे नं. / चे नं. / चे नं.

संपादकाचे नाव / Name of the party

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MR. SAMANT D. DEOLEKAR
(Authorized Signatory)

(RS. 68100/- sixty eight thousand one hundred only)

Ashvina.R.shah

Hemant P.Shah

Kailash Joshi

WHEREAS by an Agreement of Permanent Alternate Accommodation dated 26/12/1980 entered into by and between M/s. Manish builders as the Vendors/ Builders/landlords therein and one Shri. Radheshyam Narayan Joshi as the occupier/purchaser therein has duly acquired, possessed and/or purchased the premises No. 202 on the 2nd floor in the additional second floor admeasuring 585 sq. ft. Built up area and open terrace of admeasuring 465 sq. ft. built up area of Ganesh Bhuvan, S.V. Road, Near Anandvan Ashram, Kandivali (W), Mumbai 400 067 (herein after referred to as "the said premises").

AND WHEREAS the purchasers/occupants of the said building have duly formed a Co-operative Housing Society by the name Ganesh Manish Co.-op. Hsg. Society Ltd. and the same has been registered as per the Norms and Rules of Maharashtra Co-op. Hsg. Societies Act vide Registration No. MUM/WR/HSG (T.C) 2380/86-87 and as such each members of the said society have been allotted Share Certificate in respect of the respective tenement/premises. (hereinafter referred to as "the said Society".)

AND WHEREAS in lieu of the same, the said Shri Radheshyam Narayan Joshi had become the absolute member/owner in respect of the said No.202 in the said Society along with 5 fully paid up Shares of Rs. 50/- each vide Share Certificate No. bearing distinctive Nos. _____ to _____ (both inclusive) having members Registration No. _____ issued by THE GANESH MANISH CO-OPERATIVE HOUSING SOCIETY LTD. (hereinafter referred to as "the said shares of "the said Premises" of "the said Society."

AND WHEREAS the said Shri Radheshyam R. Joshi died intestate on 28/04/2002 without making any nomination and all their legal heirs accordingly applied to the said society for the endorsement of right, title and interest in respect of the said premises in the name of the Vendor Shri Kailash R, Joshi as a sole member in respect of the said premises.

Kailash, Joshi

Ashvina. R. Shah

Hemant P. Patel

AND WHEREAS the said society had agreed to endorse the name of the vendor i.e. Shri Kailash R. Joshi as a sole member in respect of the said premises as prescribed under the bye-laws of the said society.

AND WHEREAS as such the Vendor is absolutely seized and possessed of all and otherwise well and sufficiently entitled to the said premises No.202 and the said shares in respect of the said society.

AND WHEREAS the Purchasers have approached the Vendor with a request to sell the said shares of premises No.202 of the said Society along with the said shares belonging to the Vendor together with the permanent, hereditary and absolute right of use and occupation of the said premises along with all the benefits of the membership of the said Society for the total lump sum consideration of Rs. 11,00,000/- (Rupees Eleven Lakhs Only) on what is known as "ownership basis" and "as is where is basis" in the manner stipulated herein under;

AND WHEREAS the Vendor has agreed to sell, transfer, assign and convey unto the Purchasers absolutely and forever all the rights, title and interest in respect of the said premises and the said Shares in the said society and the Purchasers have agreed to purchase and acquire the same for the total lump sum consideration as above and on terms and conditions hereinafter appearing, being fully conversant with the terms, conditions and provisions of the said Agreement for Sale the Vendor confirms and accept the same.

NOW THIS AGREEMENT OF SALE WITNESSETH AS UNDER:-

1. The Vendor hereby sell, transfer, assign and convey unto the Purchaser the said premises No.202 having an area of 585sq.ft.Built up area and the terrace area of 465 sq.ft. built up situated at Ganesh Bhavan, 2nd floor,

Arvind R. Shah

Kandivali (W), Mumbai-400 067 along with 5 fully paid up shares of Rs. 50/- each bearing Distinctive Nos. _____ to _____ (Both Inclusive) vide Share Certificate No. _____ having Members Registration No. _____ issued by the said Society with all his rights, title and interest of the Vendor in and over the said premises and the said shares of the said society on what is known as "Ownership Basis" at the total Lump Sum consideration of Rs. 11,00,000/- (Rupees Eleven Lakhs Only) to be paid by the Purchasers to the Vendor. The said building is consisting of Ground plus 2 upper Floors and does not have lift Facility. The year of the construction of the said building is prior to 1978.

2. The amount of Rs. 11,00,000/- (Rupees Eleven Lakhs Only) has been paid by the Purchaser to the Vendor in the manner as herein after appearing:
 - a. On execution of this Agreement a sum of Rs. 8,00,000/- has been paid by the Purchasers to the Vendor and the Vendor doth hereby admit and acknowledge the receipt of the same and do hereby discharge the Purchaser from the same.
 - b. Upon executing this Agreement for sale before the office of Sub Registrar of assurance, the balance payment of Rs. 3,00,000/- has been paid by the Purchasers to the Vendor.
3. Upon receipt of the entire consideration by the Vendor from the Purchasers, the Vendor shall handover the vacant, quiet and peaceful possession of said premises No. 202 to the Purchasers as agreed herein.
4. That for the consideration of the said aggregate sum of Rs. 11,00,000/- as stated herein per schedule above, the Vendor hereto doth hereby agree to sell, assign, transfer and convey absolutely and forever unto the Purchasers hereto all his rights, title and interest and benefits in the said

← Ashvina R. Shah

← Hemant P. Shel

← Kailash Joshi

etc. held, enjoined with or appurtenant thereto and/or known so to be.

5. The Vendor hereto, hereby declare and assure that all the right, title and interest etc. of the Vendor hereto in the said premises and the said Shares hereby agreed to be conveyed, assigned and transferred to the Purchasers hereto are absolutely free from all & any encumbrances of whatsoever nature and further undertake that the Vendor shall at all times keep harmless and keep the Purchasers indemnified against all proceedings, penalty, costs, claims and expenses of whatsoever nature in that behalf. The Vendor has assured and hereby further assure the Purchasers that no other person, body or organization have or has any right, title or interest in the said premises and the said shares. The Vendor further declare that he or his attorneys has neither mortgaged nor alienated the said premises and the said Shares of the said premises in any manner whatsoever.
6. The Vendor agree and declare that henceforth he his shall have no right, title and interest into the said premises & deposits thereof from the date of receipt of the full consideration & pursuant to the terms of this deed, the Purchasers shall become the sole and absolute owner in respect of the said premises, said shares and the deposits in the said Society and concerned authorities. The Purchasers shall have the absolute rights to have and hold the same and enjoy the fruits and benefits thereof as the absolute owner thereof free from any interference from the Vendor or from any other person/s claiming any right / title on the said shares and said Premises through or under him.
7. The Vendor hereby also declares that the Vendor has duly paid and shall pay all the taxes, amounts, subscriptions, maintenance charges, electricity

1 Kailash, Joshi

✓ Ashvina. R. Shah

✓ Hemant P. Jethi

26. PROVIDED AND ALWAYS THAT IF ANY dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives or between concerned interested parties in respect of the said premises or arising out of the said premises or as the rights, liabilities or the duties of the said parties hereunder and the same shall be referred to the Arbitrators of two persons, one to be appointed by the Vendor and other by the Purchaser herein. The Arbitrators so appointed shall appoint Chairman, before entering upon the reference. The provisions of the Arbitration and Conciliation's Act, 1996 shall apply to such reference.

SCHEDULE OF THE PREMISES REFERRED TO HEREIN:-

Type of the Property	Residential premises No.202 On the 2 nd floor
Area of the Property	admeasuring 585 sq. ft. built up plus terrace area 465 sq. ft. built up
Name of the Registered Society	The Ganesh Manish Co- operative Housing Society Limited, a Society duly registered under the Maharashtra Co-operative Societies Act, 1960 having Registration No. MUMBAI / WR / HSG (T.C) 2380/86-87
Address of Property	Residential Premises No. 202, 2 nd Floor, The Ganesh Manish Co-operative Housing Society Limited, Ganesh Bhuvan, S. V. Road, Near Anandvan Ashram, Kandivli (W), Mumbai -400 067
Cadastral Survey No.	C.T.S. No. 319 of Poisar Village, Taluka Borivali
Year of Construction	PRIOR TO 1978
Floors of the Building	Ground + 2 Upper Floors
Amenities	No Lift Facility

✓ Ashvina. R. Shah

✓ Kailash, Joshi

✓ Hemant - P. Jadhav

IN WITNESS WHEREOF the parties hereto have set their respective hands hereunto in writing at Mumbai.

SIGNED, SEALED & DELIVERED)

By the withinnamed VENDOR,)

SHRI. KAILASH RADHESHYAM JOSHI)

In the presence of.....)

Kailash, Joshi

SIGNED, SEALED & DELIVERED)

By the withinnamed PURCHASERS)

1) SMT. ASVINA ROHIT SHAH)

2) SHRI. HEMANT P. SHAH)

In the presence of

Ashvina. R. Shah

Hemant P. Shah

WITNESSES:

1. *Rohit S. Shah*

2. *Sonal H. Shah*

Municipal Corporation of Greater Bombay.

20, BY 207, (M.S.), etc.

To

Sir,

Re

Application,

12 00 1981

Permitted. The copy was completed at
Second Floor of Research Bhavan at C.R. Road, S.V.
S.V. Road, Khandival West.

Sir,

Ref: Your letter No. 7708 dated 5-10-81.

By direction I have to inform you that the permission to occupy the unletted portion of Second floor shown by you in the red colour in the plans submitted by you on 29-6-81 is hereby granted. Please note that this permission is without prejudice action under section 252A/471 of B.M.C. Act and subject to the following conditions:

1. That the certificate u/s 270A of B.M.C. Act shall be obtained from S.V. Road and certified copy of the same submitted to this office.
2. That the said land shall be transferred in the name of Municipal Corporation of Greater Bombay.

Yours faithfully,

Chitra 14/11/81

Executive Engineer Bldg. Proposals (WS) (P&R).

- Contact Person -

Pranay 8369209699