# AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Murabai on this day of August, 2004 BETWEEN the parties SHRI MAFATLAL DAYABHAI PATEL, an Indian Inhabitant, holding Unit No. 121, 'A' Wing First Floor, Diamond Industrial Estate Co-op. Soc. (Proposed), Ketki pada road, Dahisar (East), Murabai-400 068 admeasuring about 41.64 sq. mts Carpet area, bearing C.T.S No - 2971 & 2972 of Village Dahisar Energy and called as "THE TRANSFEROR VENDOR (which expression shall unless it be reputation assigns) of the ONE PART and MR. ROSHAN SETHIA an adult, Indian Inhabitance (Murabai residing at 601, Madhukuni, Sayani road, Prabhadevi, Murabai - 25, hereinafter called as THE TRANSFEREE (PURCHASER (which expression shall unless it be reputation the context or meaning thereof be deemed to include their respective heirs, executors, administrator and assigns of the OTHER PART.

WHEREAS from agreement dated 10 day of 1999, the party of the first part have burchased the Unit, bearing Unit No. 121, 'A' Wing First Floor, Diamond Industrial Estate Coops, Soc Proposed) Ketki pada road, Dahisar (East), Mumbai-400 068, admeasuring about 41.6 socials Carpet and bearing C.T.S No - 2971 & 2972 of Village Dahisar from M/S DIAMOND DEVELOPERS.

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AND WHEREAS the Vendor have paid the stamp duty and became lawful owner in respect of the aforesaid Unit, bearing Unit No. 121, 'A' Wing, First Floor, Diamond Industrial Estate Co-op. Soc.(Proposed), Ketki pada road, Dahisar (East), Mumbai-400 068, admeasuring about 41.64 sq.mts Carpet area, bearing C.T.S No. 2971 & 2972 of Village Dahisar, hereinafter referred to as "THE SAID UNIT", "THE SAID BUILDING" AND WHEREAS the said Building have been constructed in the year 1999 and the said Building having Ground plus 4 floors and a lift.

AND WHEREAS the Wildor/Transferor is thus fully possessed and seized of on what is known as OWNERSHIP BASIS the said Unit of the said building, AND WHEREAS the Purchaser have agreed to purchase and acquire all rights, title and interest, of the said Unit and the shares thereof issued by the society, and as incidental to the sale thereof the right to use, enjoy, and occupy the said Unit.

AND WHEREAS the Vendor/Transferor have agreed to sell and transfer their rights, title, and interest in respect of the said Unit And the purchaser have agreed to acquire the said Unit with the notice of the said agreement and after taking inspection thereof and being fully conversant with the several terms and conditions contained therein on the following terms and conditions.

#### NOW THIS AGREEMENT WITNESSETH AS UNDER

- 1. That the Vendor have agreed to sell, transfer, assign and the transferee hereby agree to acquire and purchase the said Unit, bearing Unit No. 121, 'A' Wing, First Floor, Diamond Industrial Estate Co-op. Soc.(Proposed), Ketki pada road, Dahisar (East), Mumbai- 400 068, admeasuring about 41.64 sq.mts Carpet area, bearing C.T.S No 2971 & 2972 of Village Dahisar, for the total consideration of Rs.4,15,000/- (Rupees Four Fifteen Thousand only)
- 2. It is hereby agreed by and between the parties that the Purchaser/Transferee have paid a sum of Rs. 1000 (Rupees 144 (Muly ), by Cheque No. 2002 dated 13 00 drawn on Bank of India, Bullion Exchange Branch, being part payment of sale consideration and the Vendor/Transferor have acknowledged the receipt of the same. The Balance amount of sale consideration will be paid on or after execution of the agreement.
- 3. The Vendor/Transferor declares that he is the absolute owner of the said Unit and no other person or persons has or trave and limit title, and interest, claim or demand of any nature whatsoever into or upon the said. Into title, and interest, claim or demand of any nature whatsoever into or upon the said. Into title, and interest, claim or demand of any nature whatsoever into or upon the said. Into the said premises and is free from all enough titles and the said premises and is free from all enough titles claims, liens, attachment either before of after judgement and titlet there is no any adverse claim from any person or any local authorities and that there is no defect in title and that they are entitled to sell, transfer and assign the said Unit in the manner set our in these presents.

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- 4. The Vendor agrees to indemnify and keep indemnified the Purchaser against any actions, costs, charges and expenses that may be made, suffered incurred or instituted against the Purchaser and/or any one of claiming through here on account of and/or for the breach of any of the representation made by the Vendor/Transferor in these presents turn out to be incorrect or and to be false.
- 5. The Vendor/Transferor besides the execution of these presents shall sign and execute such other documents as may be required by the Vendor to enable the society to transfer the said Unit in the name of Purchaser and for that purpose the Vendor will do all the necessary acts. deeds, things in the manner so required and shall also resign from the membership of the said society in favour of the Purchaser with reference to this Agreement.
- On the Purchaser being admitted as a member of the said society the purchaser shall abide by the Rules and Regulations and bye-laws of the said society.
- 7. The Vendor further declare that on execution of these presents, they and their respective heirs, executors, administrators, Successors shall not have any right, title or interest of any nature whatsoever either directly or indirectly in the said Unit or in any part or portion thereof and the Purchaser shall be exclusively entitled to the said Unit. The Vendor shall pay till the possession all the legal charges, society formation charges, Building maintenance charges and other applied charges (if any) to the Co-operative Housing Society.
- 8. Parties hereto agree and assure each other to procure the Registration of this deeds whenever such registration be legally required and necessary to give effect to this deed according to law applicable to the premises and to appear before the Sub-Registrar concerned and to present the documents for registration, to admit and execution thereof and to receive acknowledgement for such documents.
- 9. It is further agreed by and between the parties that after receiving the entire consideration, the Vendor/Transferor will hand over vacant and peaceful possession of the said Unit to the party of the second part immediately.

10. It is hereby agreed by and between the parties that the stand duty and registration charges will be paid by the Purchaer only.

# SCHEDULE OF THE PROPE

That a Unit bearing Unit No. 121, 'A' Wing, First Floor, Diamond Industrial Estate Co-op. Soc. (Proposed), Ketki pada road, Dahisar (East), Mumbai- 400 068, admeasuring about 41.64 sq.mts Carpet area, bearing C.T.S No - 2971 & 2972 of Village Dahisar, hereinafter referred to as "THE SAID UNIT", "THE SAID BUILDING" AND WHEREAS the said Building have been constructed in the year 1999 and the said Building having Ground plus 4 floors and a lift.

Dr. Separation

93E 18 293E 18 IN THE WITNESSES WHEREOF both the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year as mentioned herein above.

SIGNED SEALED AND DELIVERED BY	}
The within named the VENDOR/TRANSFEROR  1. SHRI. MAFATLAL DAVABHAI PATEL In the presence of	ntown (Titl
SIGNED SEALED AND DELIVERED BY	}
The within name the PURCHASER  1. MR. ROSHAN SETHIA In the presence of	} CRA

## RECEIPT

RECEIVED a sum of Rs. 6000/-(Rupees ) fifty Thrullud mly by cheque as part payment } of sale consideration from the party of the Second part as } stated herein above.

WITNESSES.

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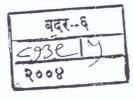
2.

I SAY RECEIVED,

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VENDOR/TRANSFEROR





This LO.D. (7. 5. 5) to the province of (Ceiling than Legison)

#### BRITTAN HUMBAT HATTANAGARPALIKA

#### FORM "A"

MANIARASHTRA REGIONAL AND TOWN PLANNING ACT 1966
NO. CHEZ 9216 /BP (MS)/AP/AR

COMPENCEMENT CENTIFICATE

COST. INC. SAENT CONTITIONE
Permission is hereby granted under section 45 of the Maharathtra Regional and Town Planning Act (Maharashtra Act No. XXXVII of 1961) to Shri Rajendra V.Shah (1 A. to Shri D.K.Vedant & Others, Legal heirs
APPLICANT, to the development work
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at premises at Street No. Survey No. Hissa No. 075 No. 2771.2772,2775
Hissa No. (75 No. 411, 7112, 2715)
of Village Dahisar
situated at Ketki pada Road, Dash of Western Exp. Highway, Dahisar
on the following conditions viz.:
1. This certificate is Nieble to be revoked by the Municipal Commissioner for Greater Bombay if (a) the Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plains (b) any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal commissioner for Greater Bombay is contravened or not complied with (c) the Municipal Commissioner for Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharantra Regional and Town Pleaning Act, 1966, the Municipal Commissioner has appointed Shri H. 5 MMAS Executive Engineer to exercise his powers and functions of the Planning Authority under sec.
7. This Tommeror was Tourf, at its walld for a period of one year from the date tire for a but there is to be removed thereafte.
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To the provisions of Urban Land (Certish and Regulation) Act, 1976

Office of the Fa. Fog Bits Plop (W S) P. & R. Wald Dr. Rabasabeb Ambediar Market Bldg. Randiva'i (West), Mumbai-400167

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# ERIEMAN MUMEAI MAHANAGARPALIKA

#### CERTIFIED TRUE COPY

#### POPM "A"

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MARASHTRA REGIONAL AND TOWN PLANNING ACT 1966
NO. CHE/ 9217 /BP (MS)/AR/AR - 8 MAR 17.3

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COMMENCEMENT CERTIFICATE

Jown Planning Act (Maharashtra Act No. XXXVII. of 1961) to V.Snan, C.A. To Shri D.K. Vedant & Others , Legal Heirs, of K.N.Vedant, of Industrial Bldg. No.2 APPLICANT, to the development work

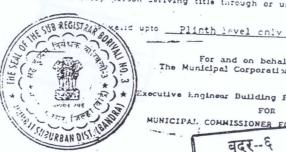
al premises at Street No. No. \_\_\_\_\_\_Survey No. 101, \_\_\_\_\_\_CTS No. \_\_\_\_\_\_2971,2972,2975 \_\_\_\_\_\_\_OF VIIIage \_\_\_\_\_\_\_Dabisar Survey No. 101/11, 109/5, 109/6 Hissa ho. \_\_\_\_

situated at Ketki Pada Boad, East of Western Express Highway,

This certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay if (a) the Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plains (b) any of the conditions subject to which the same is granted or any of the restrictions or not compiled with (c) the Municipal Commissioner for Greater Bombay is contravaned or not compiled with (c) the Municipal Commissioner for Greater Bombay is satisfied that the same is obtained by the applicant through fraud or disrepresentation and the applicant and every person deriving title through a contravant of the main such an event shall be deemed to have carried out the development with in contravention of section 43 or 45 of the Mahareithtra and Town Planning Act. 1966, the Municipal Commissioner has appointed Shries and functions of the Planning Authority under secretic of the said Act.

This Commencement Certificate is valid for a period of the jest from the date netering and will have to be renewed thereafter.

epplicant only on his heirs, executors, assigness, administrators and successors and every person deriving title through or under him.



For and on behalf of Local ... 1971: .The Municipal Corporation of Greater Landa.

Executive Engineer Building Proposal (WS) P & h

MUNICIPAL COMMISSIONER FOR GREATER BOMBAY

बदर--६ 5008

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दुरमम निबंधकः वीरीवला उ (वारीवलाः

1) ही माहिती पक्षकारांनी साक्षांकित केलेल्या इनपुट आर्मेबर

2)दस्ताची माहिती संगणकावर घेण्यात आली याच अर्थ दरन

4)क्रमांक 1,2,3,4,5.6 मध्ये बदल करना यणार अर्जा

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3) यदल/दुरुस्त्या कराव्यात. नसलेला मजकूर खोडावा

Wednesday, August 18, 2004 नोंदणीपूर्व गोषवारा 6:28:47 PM

(1) विलेखाचा प्रकार

करारनामा

(2) मोबदला

(3) बाजारभाव (भाडेपटट्याच्या वावतीत ६. ७५९,५००.०० पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे)

(4) बाजारभावाप्रमाणे मुद्रांक शुल्क

(5) बाजारभावाप्रमाणे नौंदणी फी

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(6) दस्त निष्पादित केल्याचा

13/08/2004

(7) पृष्टांची संख्या

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(8) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

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(9) मालमत्तेचे इतर वर्णन

(1) वर्णनः यूनिट क 121, पहीला मजला, डायमंड इंडस्ट्रीअल इस्टेट सोसा क्षेत्र- 41.64 चौ मि कार्पेट

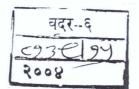
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(11) आकारणी किंवा जुडी देण्यात असेल तेव्हा

- (12) \*दस्तऐवज करून देण्या-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व पत्ता
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र्व नोंदणी गोषवा-यामध्ये इनपुट फॉर्म प्रमाणे चूक डाटा एंट्री करण्यात आली आहे.



पूर्व नोंदणी गोषवारा तपासून पाहिला ेतो बरोबर आहे/त्याच्यात नमृद कर बदल/दुरुस्त्या कराव्यात.

(पक्षकारोची स्वाक्षरी)

(डाटा एंट्री ऑपरेटर ची स्वाक्षरी)

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(दुय्यम सिंबंधकाची स्वाक्षरी)



Page 1 of 1

दुय्यम निवंधकः

दस्त गोषवारा भाग-1

वदर6

दस्त क 8139/2004

**6**:30:55 pm दुस्त क्रमांक : बोरीवली 3 (बोरीवली)

8139/2004

दस्ताचा प्रकार : करारनामा

पक्षकाराचा प्रकार

अंगठशाचा टसा

तु क्र. पक्षकाराचे नाव व पत्ता नायः रोशन सेठिया -1 पत्ताः घर/फ़लॅट नं: -गल्ली/रस्ताः सयानीराड ईमारतीचे नावः मधुकुज इँमारत नं: -

पेट/यसाहतः -शहर/गाव: प्रभादेवी तालुकाः -पिनः 25 पॅन नम्बरः

लिह्न घेणार 29 सही क्रिन



छायाचित्र



नावः मफतलाल ववाभाई पटेल नावः मफतलाल दयः पत्ताः घर/फ़लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नावः 121/ए डायमंड ईमारत नं: -

पेट/वसाहतः शहर/गाव: दहीसर पू तालुकाः -पिन: 68 पॅन नम्बर:

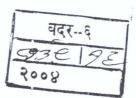
लिहून देणार

वय 45

सही ~~~~









दस्तऐवज करुन देणार तथाकथीत [करारनामा] दस्तऐवज करुन दिल्याचे कयूल करतात.

1 OF 1

#### दस्त गोषवारा भाग - 2

वदर6

दस्त क्रमांक (8139/2004)

दस्त क्र. [वदर6-8139-2004] चा गोपवारा बाजार मुल्य :799500 मोबदला ४१5000 भरलेले मुद्रांक शुल्क : 39980

दस्त हजर केल्याचा दिनांक :18/08/2004 06:26 PM

<sup>?</sup> निष्पादनाचा दिनांक : 13/08/2004 दस्त हजर करणा-याची सही : 🕡 🗘

दस्ताचा प्रकार :25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 18/08/2004 06:26 PM शिक्का क्र. 2 ची वेळ : (फ़ी) 18/08/2004 06:30 PM शिक्का क्र. 3 ची वेळ : (कबुली) 18/08/2004 06:30 PM शिक्का क्र. 4 ची वेळ : (ओळख) 18/08/2004 06:30 PM

दस्त नोंद केल्याचा दिनांक : 18/08/2004 06:30 PM

पावती क्र.:8217 विस्तरकार के राज्य पावतीचे वर्णन नांव: रोशन सेठिय:

8000 :नोंदणी फी

340 :नक्कल (अ. 110) . पृथ्यामनाम नकस्य

(आ. 11(2)).

रुजवात (अ. 12) व छायाचित्रण अ

एकत्रित फ़ी

8340: एकूण

निवंधकाची सही. वारीवली 🛪 वारीवली

2008

खालील इसम असे निवेदीत करतात की. ते दरतऐवज करुन देणा-यांना व्यक्तीशः ओळखतात,

व त्यांची ओळख पटवितात.

1) चंपक- पटेल .घर/एलॅट नं:

गल्ली/रस्ताः -

ईमारतीचे नावः मातुकृपा

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: मालाड

तालुकाः -

2) रामजीभाई- पटेल .घर/फ्लॅट नं: वरीलप्रामणे

गल्ली/रस्ताः -

ईमारतीचे नावः -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुकाः -

पिन: -

दु निबंधकाची सही बोरीवली 3 (वोरीवली) 2101501



बदर-६/८९३८/२००४ पुस्तक ममांक १ ममांक बर

मॉदला.

सह दुध्यम निवंधक, सेवैक क्षां व्यवसर जिल्हा.

SUBURBAN DIS

*Original* नॉदणी 39 म.

Regn. 35 M

पावती

गावाचे नाव दहिसर

पावती क्र. : 8217 दिनांक 18/08/2004

दस्तऐवजाचा अनुक्रमांक

वदर6 - 08139 - 2004

दस्ता ऐवजाचा प्रकार

सादर करणाराचे नाव: रोशन संदिया -

नोंदणी फी

8000.00

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

340.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (17)

एकूण

8340.00

आपणास हा दस्त अंदाजे 6:44PM ह्या वेळेस मिळेल

ध्यद्भे उपनगर सिल्झा मोयदला: 415000रु.

बाजार मुल्य: 799500 रु.

भरलेले मुद्रांक शुल्क: 39980 रु.

देयकाचा प्रकार :डीडी/धनाकर्पाद्वारं.

बॅकेचे नाय य पत्ता: बॅक आफ इंडिया मुः डीडी/धनाकर्ष क्रमांक: 080027, रक्कम: 8000 है। विनाक: 12/08/2004

दुरयम निबंधक: बोरीवली 3 (बोरीवली)

दरतक्रमांक व वर्ष: 8139/2004

सूची क्र. दोन INDEX NO. II

गावाचे नाव: दहिसर

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणा देतो की पटटेदार ते नमूद करावे) मोबदला रू. 415,000.00 वा.भा. रू. 799,500.00

(2) भू-मापन, पोटहिरसा व घरक्रमांक (असल्यास)

(1) वर्णनः यूनिट क 121, पहीला मजला, डायमंड इंडस्ट्रीअल इस्टेट सासा १६३ वर ६व ८ मि कार्पट

(3)क्षेत्रफळ

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता

(1) मफतलाल दवाभाई पटेल - - : घर/फ्लॅंट नं: -: गल्सी/रस्ता: -: ईमारलीच नं: - : १०० ए अयमंड; ईमारत नं: -; पेठ/यसाहत: -; शहर/गाव: वहीसर पू: तालुका: - विकास का निवास

पक्षकाराचे नाव व संपूर्ण पत्ता किंवा ईमारत नं: -; पंट/वसाहतः -; शहर/गावः प्रमादेवी; तालुकाः ःपिनः १०० पँन सम्बर (6) दस्तऐवज करून घेण्या-या दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव

(1) रोशन सेठिया - -; घर/फ़लॅंट नं: -; गल्ली/रस्ता: सयानीरोड; इंमारतीय स्वाः सहक्ष

व संपूर्ण पत्ता करून दिल्याचा 13/08/2004 (7) दिनांक

नोंदणीचा

18/08/2004

(8) (9) अनुक्रमांक, खंड व पृष्ठ

8139 /2004

(10) वाजारभावाप्रमाणे मुद्रांक शुल्क

रू 39980.00

(11) बाजारभावाप्रमाणे नौंदणी

₹ 8000.00

(12) शेरा

Page 1 of 1

SARITA REPORTS VERSITA