

Flat No. 1001

बंदर-3	
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# AGREEMENT FOR SALE

**THIS AGREEMENT** is made and entered into at Mumbai, on this 8<sup>th</sup> day of **December, 2010**,

**BETWEEN**

**MRS. MAHESHWARI UTTAMCHAND MOTWANI**, of age 69 years, having Permanent Account No. AGDM 3890 M & **MR. UTTAMCHAND BASHARAM MOTWANI**, of age 74 years, having Permanent Account No. AACPM 9745 J, adults, Indian Inhabitants, presently having address at 1001, 10th Floor, Rameshwar, Neelkanth Valley, Rajawadi Road No. 7, Ghatkopar East, Mumbai - 400 077, hereinafter referred to as the '**Transferors**' (which expression unless repugnant to the context or meaning thereof shall mean and include them, their heirs, executors, administrators and assigns) of the **ONE PART**

**AND**

**MR. VIKAS KANTILAL SHAH**, of age 52 years, having Permanent Account No. AAJPS 9058 B, & **MRS. KETNA VIKAS SHAH**, of age 49 years, having Permanent Account No. ABHPS 6815 M, also adults, Indian Inhabitants, presently having address at 901, 9th Floor, Rameshwar, Neelkanth Valley, Rajawadi Road No. 7, Ghatkopar East, Mumbai - 400 077, hereinafter referred to as the '**Transferees**' (which expression unless repugnant to the context or meaning thereof shall mean and include them, their heirs, executors, administrators and assigns) of the **OTHER PART**:

Handwritten initials: KVS, MS, and others.

Authorised Signatory  
For: Thane Bharat Sahakari Bank Ltd.

Handwritten signature: P. Sahakar

Rs. Five lacs eighty seven thousand only.

Thane Bharat Sahakari Bank Ltd.,  
Ghatkopar Branch, Saffire Archade  
Behind Sonal Sejal Jewellers,  
M. G. Road, Rajawadi, Ghatkopar(E),  
Mumbai-400077.  
D-5/STP(V)/C. R. 1005/02/05/236-239

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100205  
R. 05870001-PB5232  
Stamp Duty: 10:32  
SPECIAL ADHESIVE  
DEC 07 2010  
INDIA STAMP DUTY MAHARASHTRA

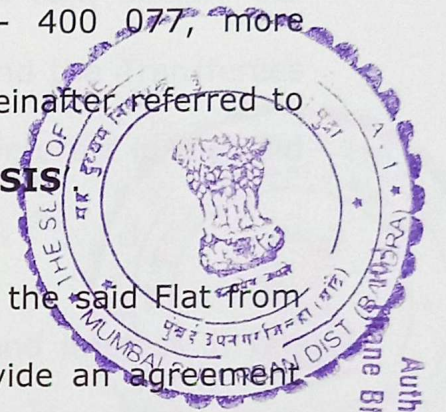
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**WHEREAS** the Transferors are the members of **Rameshwar Co-operative Housing Society Ltd.**, a Society registered with Dy. Registrar of Co-operative Societies at Mumbai, under Maharashtra Co-operative Societies Act, 1960 under **Registration No. BOM/W.N/HSG/T.C/5203/1991-1992 DT-26-09-1991**, (hereinafter referred to as '**THE SAID SOCIETY**') and by virtue of being the members of the said Society, they have been holding **Flat No. 1001**, on the 10<sup>th</sup> Floor, of the Building known as '**Rameshwar**' situated at Neelkanth Valley, Rajawadi Road No. 7, Ghatkopar East, Mumbai - 400 077, more particularly described in the schedule hereunder written (hereinafter referred to as '**THE SAID FLAT** ') on what is known as '**OWNERSHIP BASIS**'

**AND WHEREAS** the Transferors herein have acquired the said Flat from their own funds from **NEELKANTH MANSIONS LIMITED** vide an agreement dated **22-08-2008**, vide registration receipt no. **BDR3-06812-2008**, dt. **22-08-2008**, vide Original Agreement dated 5-12-1990.



Authorised Signatory  
Thane Bharat Sahakari Bank Ltd.  
*P. P. M. K.*

**AND WHEREAS** the Transferors herein have since paid the full and entire consideration thereof to the concerned authorities and are presently holding the said Flat admeasuring about **831 Sq. Feet Carpet Area** on ownership basis.

**AND WHEREAS** the Transferors by virtue of being the members of the said Society viz. **Rameshwar Co-operative Housing Society Ltd.**, have been issued **Share Certificate No. 37**, for five fully paid shares of Rs. 50/- each bearing Nos. **181 to 185** (both inclusive).

Thane Bharat Sahakari Bank Ltd.,  
Ghatkopar Branch, Suffine Archade  
Behind Sonal Sejal Jewellers,  
M. G. Road, Rajawadi, Ghatkopar(E),  
Mumbai-400077.  
D-5/ST/AYC/1005/22/05/236-239

**AND WHEREAS** the Transferors have represented to the Transferees that they have been holding the above said Flat along with the five shares as stated hereinabove and being the members of the said Society, they are desirous of disposing off their right, title and the membership of the said Society and the

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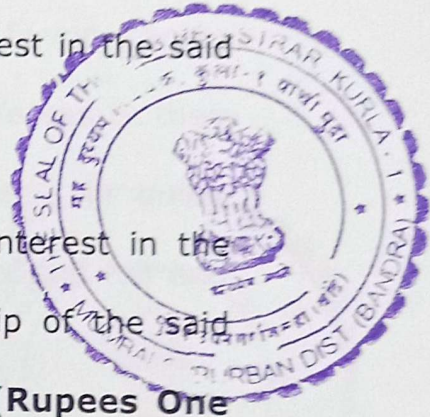
<i>u</i>	<i>ICBS</i>	<i>M. M.</i>	<i>SP</i>
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Transferees herein have agreed to acquire all the right, title and interest of the Transferors in the membership of the said Society on the following terms and conditions :

## **NOW THIS AGREEMENT WITNESSETH AS UNDER :**

1. The Transferors hereby transfer and assign all their right, title and interest in the said Flat being No. 1001, on 10<sup>th</sup> Floor, of the said Society viz. **Rameshwar Co-operative Housing Society Ltd.,** and the Transferees herein have agreed to acquire all their right, title and interest in the said Flat, five shares and the membership of the said Society.
2. The Transferors hereby transfer all their right, title and interest in the above Flat along with the five shares and the membership of the said Society for the total consideration of **Rs. 1,21,00,000/- (Rupees One Crore Twenty One Lakhs Only).** The Transferees shall make the payment of the consideration mentioned herein above as under:



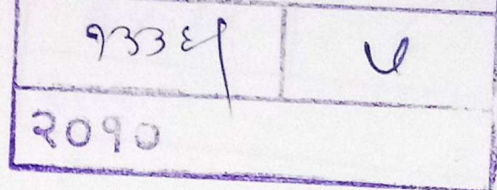
(a) **Rs. 71,00,000/- (Rupees Seventy One Lakhs Only)** on or before the execution of these presents.

**AND**

(b) **Rs. 50,00,000/- (Rupees Fifty Lakhs Only)** on such other date as is mutually decided by the parties but not later than 28-02-2011 simultaneously against actual physical vacant possession of the above said Flat.

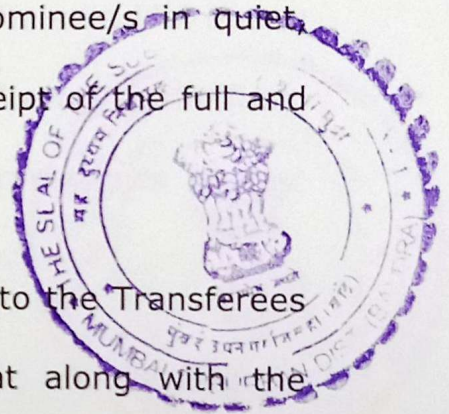
The Transferor doth hereby admit and acknowledge the receipt of the said consideration as mentioned in clause 2(a) of this agreement

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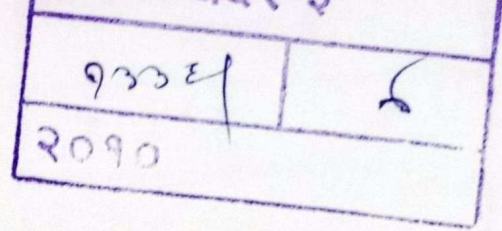
and agree to acquit, release and discharge the Transferee from the payment of the consideration or any part thereof on receiving the balance full & final payments as mentioned in clause 2(b) of this agreement.

3. **Subject to clause 2(b)**, The Transferors doth hereby declare that the said Flat is free from all encumbrances, claims and demands whatsoever and that they are fully entitled to deal with or dispose off the same and undertake to keep the Transferees indemnified in this behalf. The Transferors also agrees to sign and execute all such transfer forms, papers and documents as may be necessary in favour of the Transferees or their nominee/s and have put the Transferees or their nominee/s in quiet, vacant and peaceful possession of the said Flat on receipt of the full and final consideration mentioned hereinabove.
4. **Subject to clause 2(b)**, The Transferors shall deliver to the Transferees the vacant and peaceful possession of the said Flat along with the permanent fixtures and fittings on completion of the sale i.e. on receipt of the full and final consideration mentioned hereinabove.
5. **Subject to clause 2(b)**, The Transferors will pay and clear off the charges payable to the Society by way of Municipal Taxes and other dues/outgoings related to the said Flat up to the date of handing over the possession to the Transferees as per the Society bills or any other dues in respect of the said Flat and hereby agree to keep the Transferees indemnified against any claim that may be made by the said Society or anyone else in respect of the said Flat for the above period at a later date.



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6. **Subject to clause 2(b)**, The Transferees hereby agrees to pay all the charges payable by way of Municipal Taxes and other dues dues/outstanding related to the said Flat from the date of taking over the possession of the said Flat and hereby declare and confirm that they will abide by the bye-laws of the said Society, without any reservation whatsoever.
7. **Subject to clause 2(b)**, The Transferors hereby declare and confirm that the said Flat absolutely belongs to them and that they have not created any gift, pledge, lease, loan, mortgage, charge, lien, encumbrances or attachment of any Statutory Authorities or otherwise and there is no litigation, stay or any legal proceedings with regard to the said Flat in any court of Law, Taxing Authorities or with Municipality or Society authorities. The Transferors further undertake to indemnify the Transferees against any such claim laid by anyone at a later date whatsoever.
8. **Subject to clause 2(b)**, The Transferors hereby release, relinquish, gives up and surrenders all their right, title and interest in the membership of the said Society, the Share Certificate and the said Flat in favour of the Transferees forever.
9. **Subject to clause 2(b)**, The Transferors agrees to hand over the Share Certificate, Original Agreement/s and/or all other relevant documents entered into by them with the earlier vendor, to the Transferees for their record on receipt of the full and final consideration.
10. **Subject to clause 2(b)**, The Transferors have executed all the relevant papers required for the effective transfer of the said Flat. However, in future they undertake to co-operate with the Transferees and will execute



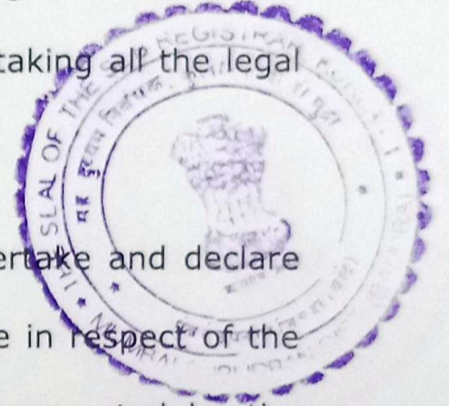
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all such further papers/documents/writings whatsoever for the effective transfer of the said Flat along with the five shares.

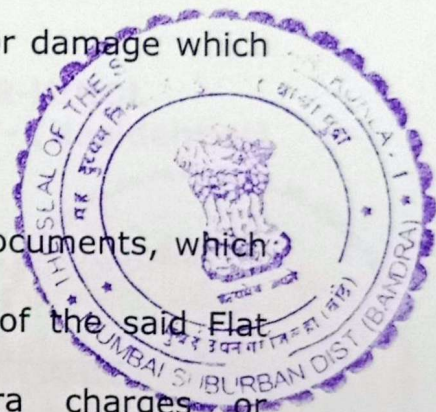
11. **Subject to clause 2(b)**, The Society Transfer charges/fees will be borne and paid by both the parties in equal 50% share each. However, the Stamp Duty and Registration charges on the present agreement, will be borne and paid by the Transferees.
12. **Subject to clause 2(b)**, Should there be any claim in respect of the said Flat from any person or persons or any authority pertaining to any period prior to the transfer of the said Flat in the names of the Transferees, the Transferors hereby agree to indemnify the Transferees against such claims by settling such claims from their own funds only and taking all the legal responsibilities upon them.
13. **Subject to clause 2(b)**, The Transferors hereby undertake and declare that in case any nomination, assignment, lien or charge in respect of the said Flat and the said shares have been made and/or created by the Transferors and/or any one else claiming through them prior to this day, in favour of any person or persons other than the said Transferees, the same shall after the execution of **THESE PRESENTS**, be deemed to be null and not binding upon the said Society/Builders and/or the Transferees.
14. **Subject to provision of Clause No. 2 (b)**, above of this agreement, the Transferors agree to transfer the said shares and their interest in the said Flat to the Transferees and the Transferees are entitled to hold, possess, occupy and enjoy the said Flat without any interruption from the Transferors or anyone else claiming through them. The Transferors hereby further declare that they have full right and absolute authority to enter into



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this Agreement and transfer the said Flat and that they have not done or performed any act, deed, matter or things whatsoever whereby they may be prevented from entering into this Agreement for Sale as purported to be obstructed, prevented or hindered in enjoying the rights to be conferred or transferred or assigned in their favour or whereby quiet and peaceful enjoyment possession of the Transferees in respect of the said Flat may be disturbed and in the event of it being found that the Transferors were not entitled to enter into this Sale Deed and transfer their right sought or purported to be transferred hereby and the Transferees are not able to enjoy quiet and peaceful possession of the said Flat due to any such reasons the Transferors be liable to compensate, indemnify and/or reimburse the Transferees all the loss or damage which the Transferees may suffer or sustain in this behalf.



15. The Transferors hereby undertake to furnish any other documents, which may be required by the Transferees to make the title of the said Flat complete and absolute without claiming any extra charges or compensation. The Transferors also agree and undertake to sign any other documents or forms with regards to transfer of flat and/or for the payment of Stamp Duty to be paid on this Agreement, and also undertake to pay the Stamp Duty on all the earlier transactions, if any.
16. This Agreement has been executed in Mumbai. The property is situated at Mumbai and the payments are made in Mumbai. Hence it is subject to **jurisdiction of Mumbai Courts of Law.**

# SCHEDULE OF PROPERTY

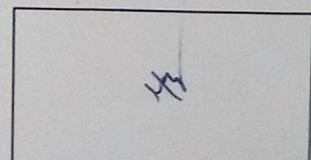
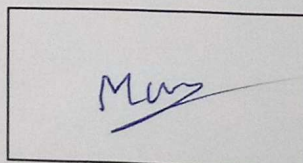
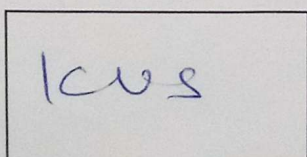
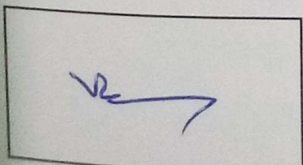
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**FLAT NO.** : 1001  
**FLOOR** : 10<sup>TH</sup> FLOOR  
**GROUND PLUS** : 13 FLOORS  
**YEAR OR CONSTRUCTION** : 1991  
**NAME OF BUILDING** : 'RAMESHWAR',  
**NAME OF SOCIETY** : RAMESHWAR CO-OP. HOUSING SOCIETY LTD.,  
**ADDRESS OF SOCIETY** : NEELKANTH VALLEY, RAJAWADI ROAD NO. 7, GHATKOPAR EAST, MUMBAI - 400 077,  
**CARPET AREA** : 831 SQ. FEET,  
**CITY SURVEY NO. / VILLAGE ZONE / RATE** : 4717-4719, GHATKOPAR-KIROL : 403/491 A, RS. 58,300/- (Residential)  
**CITY SURVEY NO. / VILLAGE ZONE / RATE** : 495, KIROL : 104/503, RS. 61,600/- (Residential)  
**VILLAGE** : GHATKOPAR - KIROL, MUMBAI SUBURBAN DISTRICT, KURLA TALUKA.



## ENCLOSURES

1. PROPERTY CARD
2. PROPERTY TAX BILL
3. SOCIETY NOC
4. OCCUPATION CERTIFICATE
5. PAN CARD OF TRANSFERORS / TRANSFEREES / WITNESSES





Rem. Shwars 136(B)

BMPP-6170-90-10 00 000

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# बृहन्मुंबई महानगरपालिका

## MUNICIPAL CORPORATION OF GREATER BOMBAY

NO. CX/5087/MPLE/A/H of

6 APR 1991

To  
 Shri R. G. Kapadia,  
 Licensed Surveyor,  
 34, Maker Chambers III,  
 3rd floor,  
 Nariman Point,  
 Bombay-400 021.



बदर-३  
 दस्त क्रमांक १२५६ (२००१)  
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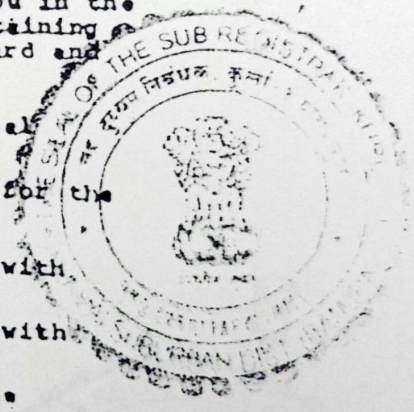
Subs:- Occupation Permission letter for the R2/9 building in R2 Sector Stilt + 1) Upper floors for X.J. Homaiya Trust and Others at Chhatkopar (East).

Sir,

Ref:- Your letter No. 6911/91/RD/S-116(B) dt. 13th Feb. 1991.

With reference to the above, I have to inform you that there is no objection to your client occupying the premises as shown by you in the Pink Colour on the completion plans submitted by you after obtaining a water connection from the Assistant Engineer Water Works, 'W' Ward and subject to the following :-

- 1) That certificate under Section 270-A of the Bombay Municipal Corporation Act shall be submitted within 3 months.
- 2) That the revised H.A. Permission from Additional Collector for the total area of R2 Sector shall be submitted.
- 3) That the demarcation plan for the R2 Sector from D.T.L.R. with Sector area shall be submitted.
- 4) That the Terms and Conditions of layout shall be complied with before asking for E.C.C. for any of the building in layouts.
- 5) That the plans for the amended layout/sub-division shall be submitted and got approved early.
- 6) That the Society shall be formed and got registered and registration of Society shall be submitted.
- 7) That the separate Property Register Card duly signed by by Supdt. of Land Records mentioning the Sector area in words as well as in figure for the R2 sector with C.X.S. Plan shall be submitted.
- 8) That the pending I.O.D. conditions shall be completed with before applying to any further occupation.
- 9) That the conditions mentioned in the order under section 20 of U.L. (C. & R.) Act, 1976 under No. HRS/1094/(1082)/XIV dt. 16/1/85 shall be complied with.



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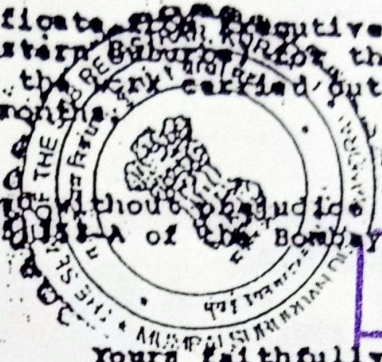
पत्र क्रमांक (२५६/१००१)

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10) That the completion certificate of the Executive Engineer (Roads & Storm Water Drain) (Eastern Suburbs) for the Storm Water Drain arrangement as per the plan carried out at site shall be submitted within two months.

NOTE : This permission is issued without prejudice to the sections under Sections 270-A, 308-A of the Bombay Municipal Corporation Act.



Yours faithfully,

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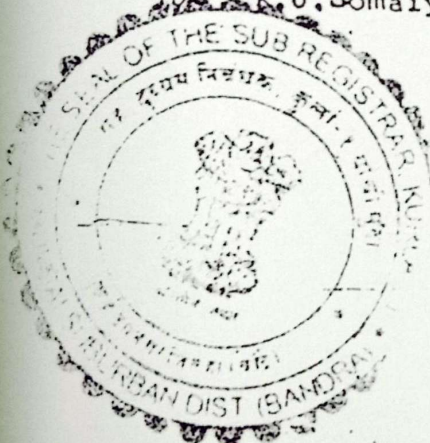
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Executive Engineer (Bldg. Proposals) (Eastern Suburbs.)

6 APR 1991

scn.

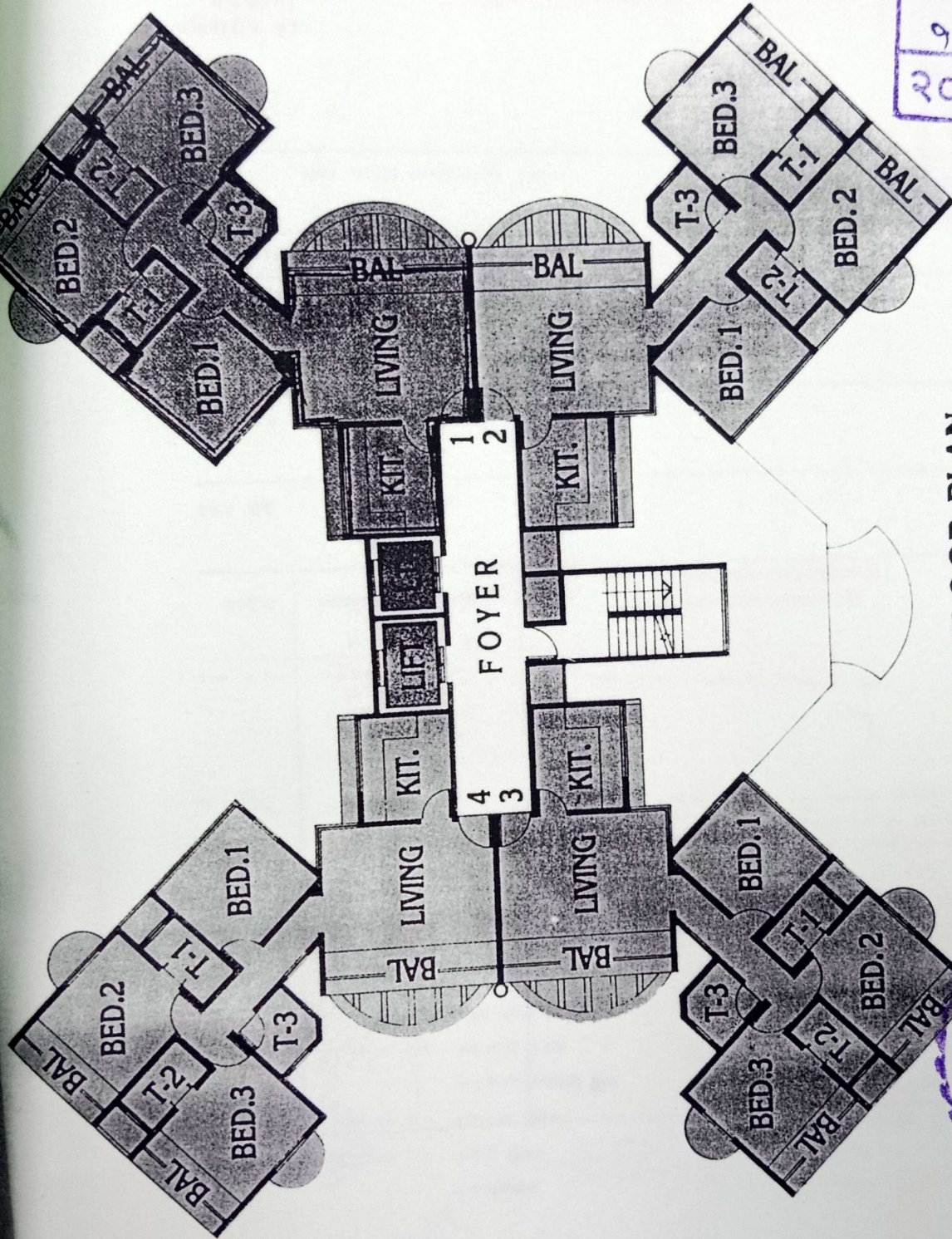
Copy forwarded for information to the Owner, M/s. K. J. Somaiya and Somaiya Vidyavihar Trust.



*A. Adam*  
Executive Engineer (Bldg. Proposals) (Eastern Suburbs.)

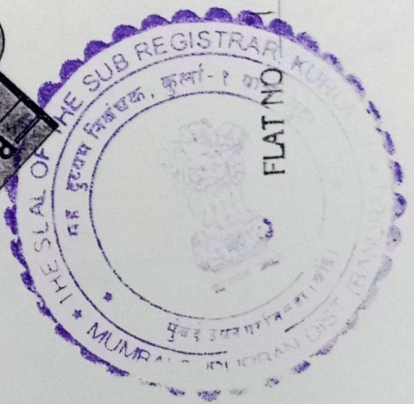


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TYPICAL FLOOR PLAN  
 1st TO 11th FLOOR  
 R2 B9 RAMESHWAR

FLOOR SHOWN IN RED COLOUR



Mun  
 KVS  
 Mun



दस्तक्रमांक व वर्ष: 13369/2010

Wednesday, December 08, 2010

12:09:43 PM

दुय्यम निबंधक: कुर्ला 1 (कुर्ला)

नोंदणी 63 म.

Regn. 63 m.e.

सूची क्र. दोन INDEX NO. II

गावाचे नाव : किरोळ

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) करारनामा करारनामा  
मोबदला रू. 12,100,000.00  
बा.भा. रू. 5,994,000.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) वर्णन: मौजे किरोळ, सदनिका क्र. 1001, 10वा मजला, " रामेश्वर बिल्डींग, रामेश्वर को ऑप हौ सोसा लि.", नीळकंठ व्हॅली राजावाडी रोड क्र. 7, घाटकोपर (पू) मुं - 77, स्टील्ट + 13 मजले, बांधकाम वर्ष - 1991, मौजे किरोळ सिटीएस क्र. 495 व घाटकोपर किरोळ सिटीएस क्र. 4717 ते 4719  
(1)92.67 चौ मि बिल्ट अप
- (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) महेश्वरी उत्तमचंद मोटवानी AGDPM3890M - -; घर/फ्लॅट नं: 1001 रामेश्वर बिल्डींग, रामेश्वर को ऑप हौ सोसा लि.", नीळकंठ व्हॅली राजावाडी रोड क्र. 7, घाटकोपर (पू) मुं - 77; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.  
(2) उत्तमचंद बाशाराम मोटवानी AACPM9745J - -; घर/फ्लॅट नं: वरीलप्रमाण; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) विकास कांतीलाल शाह - -; घर/फ्लॅट नं: 901 रामेश्वर बिल्डींग, रामेश्वर को ऑप हौ सोसा लि.", नीळकंठ व्हॅली राजावाडी रोड क्र. 7, घाटकोपर (पू) मुं - 77; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AAJPS9058B .  
(2) केतना विकास शाह - -; घर/फ्लॅट नं: वरीलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: ABHPS6815M.
- (7) दिनांक करून दिल्याचा 08/12/2010
- (8) नोंदणीचा 08/12/2010
- (9) अनुक्रमांक, खंड व पृष्ठ 13369 /2010
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रू 587600.00
- (11) बाजारभावाप्रमाणे नोंदणी रू 30000.00
- (12) शोरा



खरी प्रत

*[Handwritten signature]*

दुय्यम निबंधक, कुर्ला-१  
पुणे उपनगर जिल्हा



# मूल्यांकन पत्रक

मूल्यांकनाचे वर्ष

2010

दिनांक 07-Dec-10

जिल्हा

मुंबई(उपनगर)

प्रमुख मुल्य विभाग

- 104-किरोळ - कुलो

उपमुल्य विभाग

- 104/503-रस्ता : महात्मा गांधी रोड.

मिळकतीचा क्रमांक

सि.टी.एस. नंबर -- 495

नागरी क्षेत्राचे नांव

मुंबई(उपनगर)

मिळकतीचे वर्गीकरण

बांधीव



बाजार मूल्य दर तक्त्यानुसार प्रति चौ. मीटर मुल्यदर

खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक
39,900	61,600	86,400	108,600	61,600

मिळकतीचे क्षेत्र	92.67	चौरस मीटर	बांधकामाचे वर्गीकरण	1-आर सी सी
मिळकतीचा वापर	निवासी सदनिका		उद्वाहन सविधा	आहे
मिळकतीचे वय	0 TO 2	(Rule 5)	मजला	10

घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर = घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर \* घसारा टक्केवारी (Rule 5 or 8)

= 61,600.00 \* 100.00 / 100

= 61,600.00

**A) मुख्य मिळकतीचे मुल्य** (Rule 19 or 20)

= घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर \* मिळकतीचे क्षेत्र \* मजला निहाय घट/वाढ

= 61,600.00 \* 92.67 \* 105.00 / 100

= 5,993,895.60

एकत्रित अंतिम मूल्य = मुख्य मिळकतीचे मुल्य + तळघराचे मूल्य + पोटमाळ्याचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य

= **A + B + C + D + E + F + G + H**

= 5,993,895.60 + 0.00 + 0.00 + 0.00 + 0.00 + 0.00 + 0.00 + 0.00

= 5,993,896.00

दर-३	
१३३६१	९
२०१०	