

AGREEMENT

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(Y)

FROM

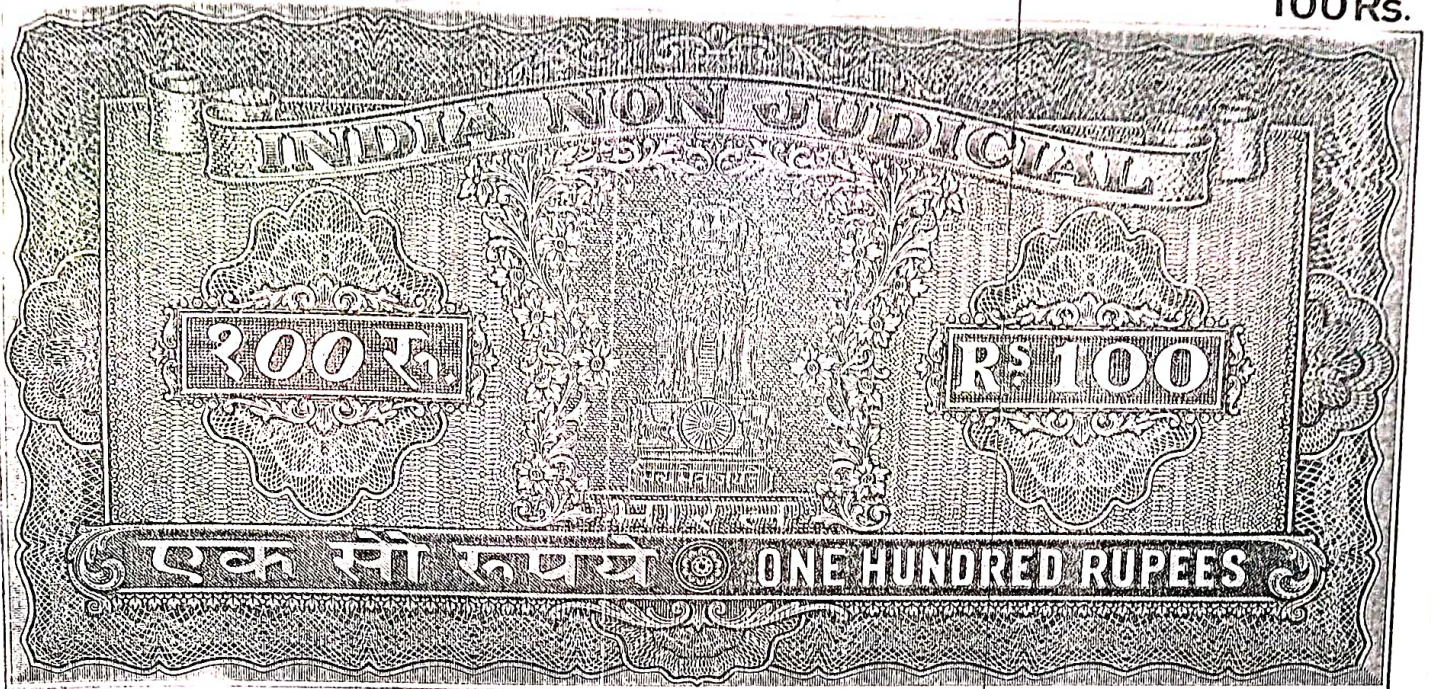
SHRI KIRITKUMAR KANTILAL SHAH

TO

SHRI CHANDRATAN MALCHAND  
AGARWAL & SHRI MAHESH MALCHAND  
AGARWAL

Flat No. 102, on the First  
Floor of SHREE AGRAWAL BHAVAN  
CO-OPERATIVE HOUSING SOCIETY  
LIMITED.

100Rs.



विक्रीचे ठिकाण - भायंदर, तालुका (व.)  
 अनुक्रमांक... 3908 ... 100/...  
 नाव... श्री. C. M. Aggarwal  
 हस्ता... Nitay  
 दिनांक... 13 MAY 1998

*Ushul*  
 स्टॅम्प व्हेंडर  
 (श्री. के. डी. चावडे)

**AGREEMENT**

THIS AGREEMENT is made and entered into at Bhayander, Taluka & District Thane, on this 14th May, 1998, BETWEEN SHRI KIRITKUMAR KANTILAL SHAH, adult, Indian Inhabitant, residing at Bhayander, Taluka & District Thane, hereinafter referred to as "THE TRANSFEROR" (which expression shall unless it be repugnant

*Kirit K. Shah*

*C. M. Aggarwal*

*M. M. Aggarwal*

...2..



to the context or meaning to be deemed to mean and include his heirs, executors, administrators and assigns) of the ONE PART.

AND SHRI CHANDRATAN MALCHAND AGARWAL & SHRI MAHESH MALCHAND AGARWAL, both adults, Indian Inhabitants, residing at Bhayander, Taluka & District Thane, hereinafter referred to as the "TRANSFEREES" (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include their respective heirs, executors, administrators and assigns) of the Other Part.

WHEREAS the Transferor is the member of the Society known as SHREE AGRAWAL BHAVAN CO-OPERATIVE HOUSING SOCIETY LIMITED, BHAYANDER, a society duly registered under the Maharashtra Co-operative Societies Act, 1960, under the Registration No. TNA/HSG/TC/3865/90-91 Dated ....., (hereinafter referred to as "the said Society") and the said society has allotted the Transferor 5 shares bearing distinctive Nos. 41 TO 45 both numbers inclusive issued under Share Certificate No. ... Dated ....., hereinafter for the sake of brevity referred to as "the said Shares").

AND WHEREAS together with shares the Transferor are also using and occupying the Flat No. 102, admeasuring about

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✓ Kirit K. Ghule

✓ M.M. Aggarwal

✓ M.M. Aggarwal

575 sq. fts. (Super Built Up) on the First Floor of the building known as SHREE AGRAWAL BHAVAN CO-OPERATIVE HOUSING SOCIETY LIMITED, constructed on a plot of land bearing Old S. No. 15, New S. No.351, H. No. 3(P), at Modi Patel Road, Bhayander (W), Taluka & District Thane, within the limits of Mira Bhayander Municipal Council in the Registration District Sub-District of Thane, (hereinafter for the sake of brevity referred to as "the said Flat").

AND WHEREAS the Transferor intends to sell and transfer the said shares together with the said Flat to the Transferees and the Transferees are buying the said shares together with the Flat with consideration and on the terms and conditions contained hereinafter.

NOW IT IS AGREED CONFIRMED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER :

1. That the Transferor shall sale and transfer to the Transferees the said five shares and the said Flat at or for the total consideration of Rs. 3,51,000/- (Rupees Three Lakhs Fifty One Thousand only) to be paid by the Transferees to the Transferor as hereinafter mentioned :

✓ Kirit K. Shah  
M. M. Agrawal  
M. M. Agrawal

...4...

Rs. 3,51,000/- (Rupees Three Lakhs Fifty One Thousand only) to be paid on or before the execution of this Agreement which the transferor hereby admit and acknowledge hereunder the receipts thereof and every part thereof and absolutely and forever acquits, releases and discharges the Transferees of the same).

2. It is made clear and it is agreed confirmed and declared by the Transferor and the Transferees that the Transferees shall be bound and liable to pay the Stamp Duty as per the Bombay Stamp Duty Act, and Registration Charges as per the existing market rate on the said Transfer and in the event if the Transferees fails to pay the Stamp Duty and Registration Charges as mentioned hereinabove then the Transferees herein shall pay all the fines, penalties, interest etc. levied by the Stamping Authorities and shall indemnify and keep the Transferor and the Society including the Office Bearers of the society against all such stamp duty, penalties, fines etc. abovementioned.

3. The Transferor agree to handover to the Transferees all receipts writings and papers pertaining to the said shares and the said Flat and incidental rights thereto and shall get the said shares only transferred in the records of the society to the name of the Transferees.

✓ Kirit K. Shah  
✓ M. M. Aggarwal  
✓ M. M. Aggarwal

...5...

4. The Transferor hereby agree that after making full and final payment the Transferor shall handover quiet, vacant and peaceful possession of the said Flat to the Transferees.

5. It is agreed between the Transferor and Transferees to execute the necessary instrument of Transfer of the said shares and the said Flat and to lodge the same with the said society together with the share certificate of the said shares for the purpose of transferring the said shares and the said unit to the names of the Transferees in the record of the said society.

6. The Transferor further agrees and undertakes to obtain all the necessary sanctions, permissions and signs on all such documents and papers and to do or cause to be done all such further acts deeds, matters or things as may be necessary and expedient for absolutely and effectively transferring the said shares and the said Flat in favour of the Transferees.

7. The Transferor shall give all co-operations to the Transferees to get the approval of the said society for transfer of the said shares in the name of the Transferees and

...6...

✓ Kirit K. Shukh

e M. M. Aggarwal

ep M. M. Aggarwal



IN WITNESS WHEREOF THE PARTIES HERETO have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

SCHEDULE

Flat No. 102, admeasuring about 575 sq. ft. (Super Built Up) on the First Floor of the building known as SHREE AGRAMAL BHAYAM CO-OPERATIVE HOUSING SOCIETY LIMITED, constructed on a plot of land bearing Old S. No. 15, New S. No. 351, H. No. 3(P), at Modi Patel Road, Bhayander (W), Taluka & District Thane, within the limits of Mira Bhayander Municipal Council in the Registration District Sub-District of Thane.

SIGNED, SEALED & DELIVERED \*

BY THE WITHINNAMED TRANSFEROR \*

SHRI KIRITKUMAR KANTILAL SHAH ✓

*Kirit K. Shah*

In the presence of \*

1.

2.

*[Signature]*

SUNIL B. GARDIA,  
Advocate (High Court),  
101, Vaidya Chambers,  
Mahesh Nagar No. 1,  
Bhayander (W) 401101.

SIGNED, SEALED & DELIVERED \*

BY THE WITHINNAMED TRANSFEREES \*

SHRI CHANDRATAN MALCHAND ACHARWAL & ✓

*[Signature]*

SHRI MAHESH MALCHAND ACHARWAL ✓

*[Signature]*

In the presence of \*

1.

2.

*[Signature]*

SUNIL B. GARDIA,  
Advocate (High Court),  
101, Vaidya Chambers,  
Mahesh Nagar No. 1,  
Bhayander (W) 401101.

5

दाखला

दिनांक २६/१२/२०१२

दाखला देण्यात येतो की

रा. ज. २) आगगावामु गावामु गोपीपटवारु गावामु आगगावामु पय.  
कसती खेवर दिल्ली की ते. दिनांक १५/१२/२०१२ रोजी १५/१२/२०१२ या दिनांक / रिक्त  
मो. सायकल / धरी / पायी प्रवास करीत असताना

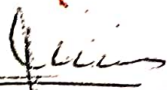
महाळ आल्या यावत खेवर दिल्ली या ठिकाणी त्याचे खालील वर्णनाच्या वस्तु

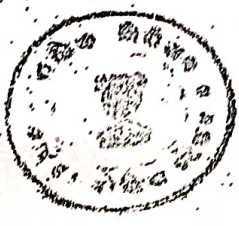
द्वारे मो. सायकल / धरी / पायी प्रवास करीत असताना

दरम्यान त्याच्या हाताचे (क्यागी) टाकत असतो

खेवर यावत आगगावामु पोलीस ठाणे प्रापटी सिरींग रजी. नंदर  
कडे दाखल असून तपास प्रलयात आहे.

११६१.१११  
हा दाखला देण्यात आला.  
दिनांक २६/१२/२०१२

  
पोलीस ठाणे  
आगगावामु पोलीस ठाणे





Duplicate Copy

**THE KAPOL CO-OP. BANK LTD.**  
FRANKING DEPOSIT SLIP

Branch: 8814

Pay to Acct Stamp Duty Date: 6-11-19

Franking Value	Rs. 0.00
Service Charges	Rs. 10
TOTAL	Rs. 10

Name & Address of the Stamp duty paying party  
C. M. Agrawal / Mrs. C. M. Agrawal

Tel./ Mobile No. \_\_\_\_\_

Desc. of the Document \_\_\_\_\_

DD/Cheque No.: \_\_\_\_\_

Drawn on Bank: \_\_\_\_\_

(For Bank's Use Only)

Tran ID A254 Rs. \_\_\_\_\_  
PL-546 Rs. \_\_\_\_\_

Franking Sr. No. \_\_\_\_\_

Cashier \_\_\_\_\_ Officer \_\_\_\_\_

(1) Unique No. of Franking	_____
(2) Document Details	_____
(3) Payment Mode	_____
(4) Amount	_____
(5) Date	_____
(6) Name	C. M. Agrawal
Payment Mode	200/10
Amount of Stamp Duty	_____
Signature of Authorised Person	_____
& Bank's Seal	_____

OF THE KAPOL CO-OP. BANK LTD.

Authorised Signatory

**INDEMNITY-BOND**

I, **SHRI CHANDRATAN MALCHAND AGRAWAL**, adult, Indian Inhabitant, residing at Flat No. 102, Shree Agrawal Bhavan Co-Op. Hsg. Soc. Ltd, Modi Patel Road, Bhayander (W), Taluka & Dist. Thane., have to state and declare as follows :-

*C. M. Agrawal*

OF THE KAPOL CO-OP. BANK LTD.

Authorised Signatory

200/10

10/11/19

1. I say and declare that I am owner of Flat No.102, of BUREE AGRAMAL BHAVAN CO-OPERATIVE HOUSING SOCIETY LIMITED, at Modi Patel Road, Bhayander (W), Dist. Thane, (hereinafter referred to as the said Flat").

2. I say and declare that while Travelling from the Auto Rikshaw, I have lost and/or misplaced the Original Agreement dated 29th January, 1994, (hereinafter referred to as "the said Original Agreement"). and after searching the same every where, I have not found the same.

3. I say and declare that I have not sold, transferred, mortgaged or in any way dealt with the said Original Agreement or the said Flat or created any encumbrances of any nature whatsoever.

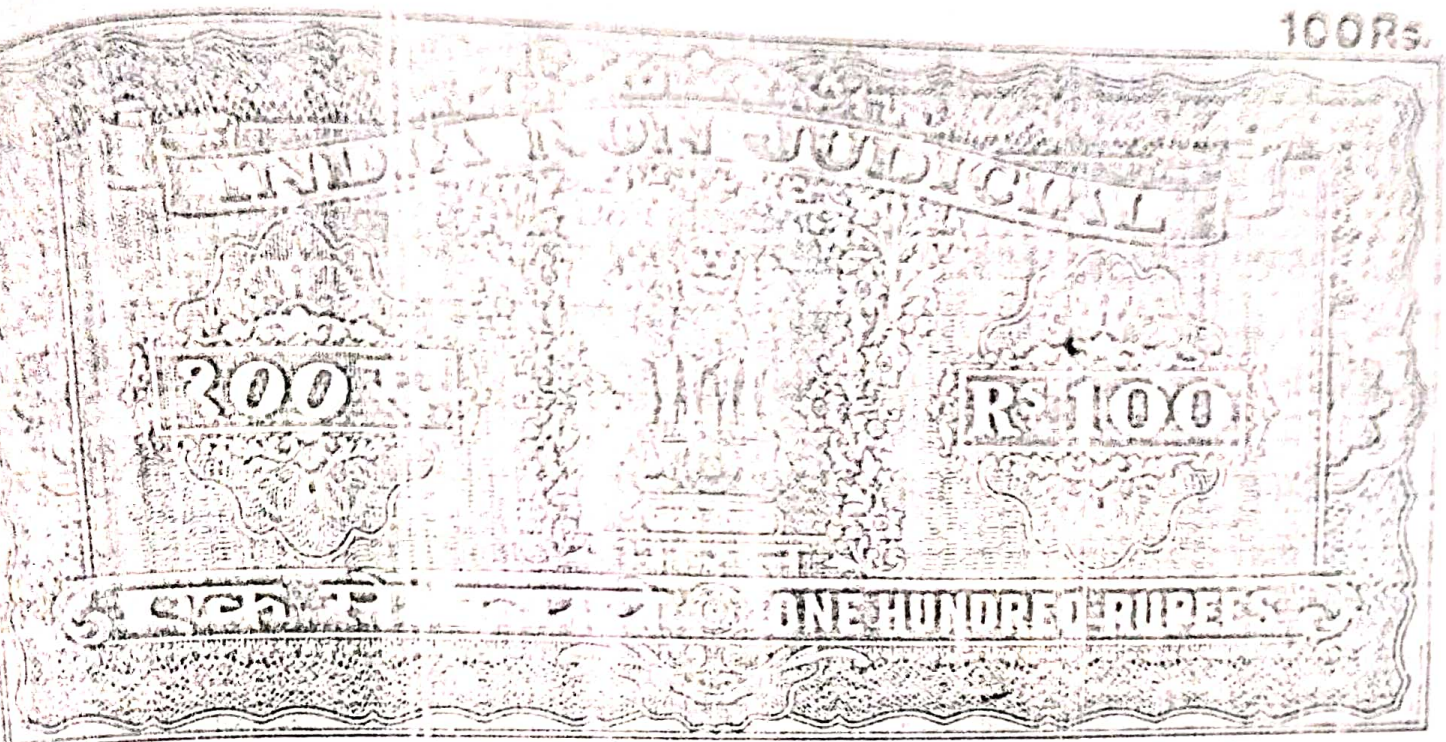
4. I say and declare that a public notice inserted in daily Marathi Newspaper Navshakti & English Free Press Journal dated 18th October, 2012, by Advocate Sunil B. Garodia, calling upon public at large to file any objection in respect of the said Flat but till date he has not received any objection of whatsoever nature, and that the title of the said Flat is clear, marketable and free from all encumbrances.

....3....

                     M. Agnani



100Rs.



2292  
AKA  
8/11  
100  
[Handwritten signature]

28 JAN 1994

AGREEMENT FOR SALE & TRANSFER

Shah...  
K. Shah

THIS AGREEMENT made and entered into at Bhayandar, Dist: Thane, this 29<sup>th</sup> January, 1994 BETWEEN Shri HASMUKHLAL KANTILAL SHAH, Adult, Indian Inhabitant, residing at 102, Shree Agrawal Bhavan, Modi Patel Road, Bhayandar(W), Dist: Thane, hereinafter called and referred to as 'the VENDOR' (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and assigns) of the ONE PART

AND

Shri KIRITKUMAR KANTILAL SHAH, Adult, Indian Inhabitant of Bhayandar, District Thane, hereinafter called and referred to as 'the PURCHASER' (which expression shall unless it be

.....2/-

.....4/-



- 2 -

repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the OTHER PART.

WHEREAS the Vendor is absolute owner and in exclusive possession of or otherwise well and sufficiently entitled to the Flat No.102 on the 1st floor having 575 sq.ft. in the Building of the Society known as 'SHREE AGRAWAL BHAVAN CO-OP. HOUSING SOCIETY LTD.' on the Plot of freehold land being Plot No.10, situated, lying and being in the Revenue village of Bhayandar in Taluka Thane and bearing Survey No.15, Hissa No.3(P) in the Registration Sub-District and District of Thane and within the jurisdiction of Mira-Bhayandar Municipal Council.

AND WHEREAS the Vendor herein is the member of the Shree Agrawal Bhavan Co-operative Hsg.Society Ltd.,duly

.....3/-



registered under Registration No. TWA/REG/(TC)/3343/90-91, holding 5 shares of Rs.50/- each bearing distinctive No. 41 to 45 (both inclusive) issued by the said Society, hereinafter for the sake of brevity referred as the said Shares.

AND WHEREAS the Vendor herein purchased and acquired the said Flat No.102 on the 1st floor in the said building from M/s. Agarwal Builders, a partnership firm registered under Indian Partnership Act, 1932, carrying on business at Bhayandar, vide an Agreement for sale dated 12th February, 1979, on the terms and conditions mentioned in the said Agreement.

Shah. H.K.  
Kirit K. Shah

AND WHEREAS the Vendor has agreed to transfer all his rights, titles and interests in the said Flat and the Society in favour of the Purchaser herein on the terms and conditions as mutually agreed by and between the parties hereto and recorded as under:

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. That the Vendor is the sole and absolute owner of the Flat No.102 on the First Floor having 575 sq.ft. area in the said building and is the member of the said Society and hereby agreed to sell and transfer all the rights, titles and interest in the said Flat on ownership basis to the Purchaser for a total consideration of Rs.1,55,000/- (Rupees One Lac Fiftyfive thousand) only in full and final settlement of his claim to the said Flat premises and the Purchaser herein has agreed to acquire the said Flat at the said sum of consideration from the Vendor herein.

2. That the Purchaser herein on the execution of this



to the Society in respect of the said Flat from the date of possession and shall not withhold the same for any reason whatsoever.

5. That the Vendor and Purchaser do hereby further confirm, covenant and declare that they have entered into this Agreement after going through the terms, conditions and contents and with full knowledge and have fully understood the same in letter and spirit.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hand and seal to these presents the day and year first first hereinabove written:

SIGNED, SEALED AND DELIVERED  
by the withinnamed VENDOR  
Shri HASMUKHLAL SHAM K. SHAH  
in the presence of ... ..

X H.K. Shah  
V.C. Varma

SIGNED, SEALED AND DELIVERED  
by the withinnamed PURCHASER  
Shri KIRITKUMAR KANTILAL SHAH  
in the presence of Mahesh Aggarwal

X Kirit K. Shah  
M.M. Aggarwal

RECEIPT

RECEIVED of and from the withinnamed Purchaser a sum of Rs.1,55,000/- (Rupees One Lac Fiftyfive thousand only) being the full and final payment of consideration of Flat No.102, by Cheque No.

WITNESS:

- 1. V.C. Varma
- 2. M.M. Aggarwal

I SAY RECEIVED  
X H.K. Shah  
(VENDOR)