



day, August 12, 2002

5:32 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 6269

दिनांक 12/08/2002

चे नाव वाशी

ऐवजाचा अनुक्रमांक टनन3 - 08147 - 2002

ऐवजाचा प्रकार करारनामा

करणाराचे नाव श्री निलेश जसवंतलाल शाह

फी :- 9250.00

स (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), :- 260.00
त (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (13)

एकूण 9510.00

स हा दस्त अंदाजे 12:21PM ह्या वेळेस मिळेल


दुय्यम निवधेकर
४०१३

शुल्क :- 34250

OFFICE OF THE SUB-REGISTRAR
VASHI, DIST:- THANE
CONTACT - 02/YEAR - 007

REGISTRATION SPECIAL OFFICER
11/1/02

R.0034250 PE 0102
INDIA STAMP DUTY MAHARASHTRA

Rs. Thirty four thousand two hundred

वेणाव्वा व्यक्तीचे नाव... Nilesh Shah
पत्ता ... Vashi
इको. Dayanagar Hotel Pune
पावती क्र. 1033000

PROPER OFFICER
SUB-REGISTRAR
THANE-3 (VASHI)

ट म म - ३
Case 12-93
२००२

AGREEMENT FOR SALE

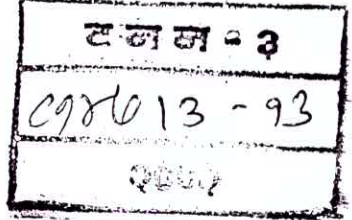
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B

THIS AGREEMENT FOR SALE is made and entered into at NAVIMUMBAI
this 9th day of AUGUST, 2002, BETWEEN MR. JITENDRA PAREKH & MRS. BINA
J. PAREKH, Adults, Indian Inhabitants, having address at 601, Vardhaman Park
Co-op. Hsg. Soc. Ltd., Plot No.49, Sector 17, D.B.C., Vashi, Navimumbai
hereinafter called the TRANSFEROR/SELLERS (which term and expression shall
unless it is repugnant to the context or meaning thereof mean and include all their
legal heirs, nominees, successor and permitted assigns) of the ONE PART AND
MR. NILESH JASWANTLAL SHAH & MRS. JAGRUTI NILESH SHAH, adults,
Indian inhabitants, having address at 604, Vardhaman Palace Co-op. Hsg. Soc.
Ltd., Plot No.49, Sector 17, D.B.C., Vashi, Navi Mumbai hereinafter called the
TRANSFEREES/ PURCHASERS (which term and expression shall unless it is
repugnant to the context or meaning thereof shall mean and include their heirs,
successors, executor, administrators and assigns) of the OTHER PART.



Jitendra Parekh
Bina Parekh

Nilesh Shah
J N Shah



- 2 -

WHEREAS the TRANSFEROR/SELLERS are seized and possessed of or otherwise well and sufficiently entitled to a Flat No.301, on Third floor, Vardhaman Park Co-op. Hsg. Soc. Ltd., Plot No.49, Sector 17, D.B.C., Vashi, Navi Mumbai (hereinafter for brevity's sake the said Flat shall be referred to as the "Said Premises"). WHEREAS the TRANSFEROR/SELLERS are the member of the Vardhaman Park Co-op. Hsg. Soc. Ltd., a society duly registered and bearing Reg. No. TNA(TNA)/HSG(TC)/ 2539/1988-89 & they are holding 5 Shares of Rs.50/- each numbered from 151 to 155 under Share Certificate No.31.

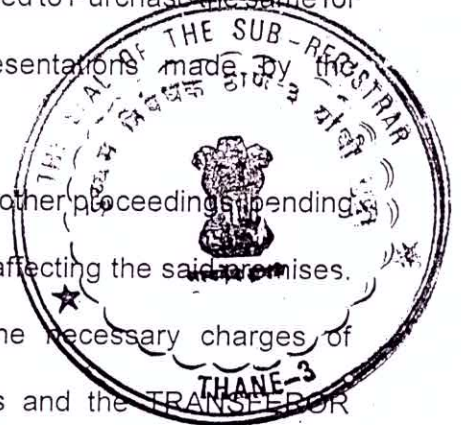
AND WHEREAS the TRANSFEROR/SELLERS has agreed to sell and transfer the said premises to the TRANSFEREES/PURCHASERS herein and the TRANSFEREES/PURCHASERS have agreed to Purchase the said premises at or for the lumpsum price of Rs.9,25,000/- (RUPEES NINE LAKHS TWENTY FIVE THOUSAND ONLY) to be paid as follows :-

- a) Rs.3,25,000/- paid on or before execution of this agreement.
- b) Balance Rs.6,00,000/- to be paid within 45 days by raising housing loan.

JS

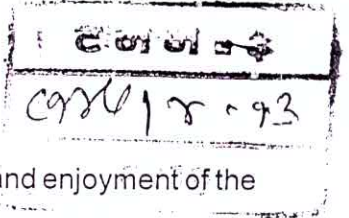
AND THE TRANSFEREES/PURCHASERS have agreed to Purchase the same for the said price relying upon the following representations made by TRANSFEROR/SELLERS i.e. to say :-

- i) There are no suits, litigations, civil or criminal or any other proceedings pending as against the TRANSFEROR/SELLERS personally affecting the said premises.
- ii) The TRANSFEROR/SELLERS have paid all the necessary charges of whatsoever nature in respect of the said premises and the TRANSFEROR/SELLERS have not received any notice from any statutory body or authorities asking for the payment of any nature whatsoever of the said premises.
- iii) The TRANSFEROR/SELLERS are in exclusive use, occupation and possession of the said premises and every part thereof and except the TRANSFEROR



JS

JS



/SELLERS no other person or persons are in use, occupation and enjoyment of the premises or any part thereof.

iv) The TRANSFEROR/SELLERS have good and clear title free from encumbrances of any nature whatsoever of the said premises.

v) The TRANSFEROR/SELLERS are not restricted either in the Income Tax Act, Gift Tax Act, Wealth Tax Act, or under any other statute from disposing off the said premises or any other statute from disposing stated in this Agreement.

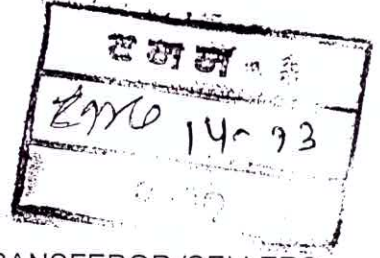
Relying upon the aforesaid representations and declarations made by the TRANSFEROR/SELLERS herein, the TRANSFEREES have agreed to purchase the said premises at or for the lumpsum price consideration of Rs.9,25,000/- (RUPEES NINE LAKHS TWENTY FIVE THOUSAND ONLY) to be paid as aforesaid.

AND WHEREAS the TRANSFEROR/SELLERS have agreed to transfer all their right, title, interest and benefit of the said premises to the TRANSFEREES /PURCHASERS & TRANSFEREES/PURCHASERS herein doth hereby agree to purchase the said premises on making the payment of Rs.9,25,000/- (RUPEES NINE LAKHS TWENTY FIVE THOUSAND ONLY) to the TRANSFEROR /SELLERS inclusive of all her right of ownership, administration charges, membership rights Shares from 151 to 155 under Share Certificate No. 31 share amounts etc. payable by the holder of the said premises to the Society Municipality, Government etc. till the execution of this Agreement. Further Maintenance charges, society charges, electricity charges etc. shall be paid by the TRANSFEREES/ PURCHASERS herein. It is agreed that the price consideration settled hereinabove is fair and reasonable market value. The TRANSFEROR doth hereby sells and conveys the said premises at the lumpsum price consideration of Rs.9,25,000/- (RUPEES NINE LAKHS TWENTY FIVE THOUSAND ONLY) being full & final payment which the TRANSFEREES /PURCHASERS agrees to pay as aforesaid.



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On receiving the aforesaid full & final consideration the TRANSFEROR/SELLERS have agreed to handover the possession of said premises to the TRANSFEREES/PURCHASERS. Besides the aforesaid terms and conditions certain other terms and conditions are also arrived at agreed and understood by and between the parties hereto which both of them intend to reduce into writing.

AND THEREFORE THIS AGREEMENT NOW WITNESSETH AS FOLLOWS :

1. That the TRANSFEROR/SELLERS on receipt of full payment shall assign and transfer all their rights, title, interest and benefit whatsoever they have in the said premises viz FLAT No.301, admeasuring 460 sq. ft. built up area (575 sq. ft. super built up area), on Third floor, Vardhaman Park Co-op. Hsg. Soc. Ltd., Plot No. 49, Sector 17, D.B.C., Vashi, Navi Mumbai. The assignment of the said rights are incidental to the transfer of the shares from 151 to 155 under Share Certificate No.31, which the TRANSFEROR/SELLERS is holding in respect thereof and as such the ownership rights of the said premises and the rights accrued to the TRANSFEROR/SELLERS are incidental to the above referred shares which he is holding from the Society.

2. The TRANSFEROR/SELLERS on receiving full and final payment shall put the TRANSFEREES/PURCHASERS in absolute and exclusive possession of the said premises.

3. In pursuance of the said Agreement as stated hereinabove the TRANSFEREES/ PURCHASERS shall pay to the TRANSFEROR the Full and Final payment of Rs.9,25,000/- (RUPEES NINE LAKHS TWENTY FIVE THOUSAND ONLY) as follows :-

- a) Rs.3,25,000/- paid on or before execution of this agreement. The TRANSFEROR doth hereby admits and acknowledge of and from the same and every part thereof doth forever acquits, releases and discharges the TRANSFEREES in respect thereof.



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b) Balance Rs.6,00,000/- to be paid within 45 days by raising housing loan.

Time is the essence of this agreement. The balance payment must be made within the prescribed time. It is specifically agreed and understood between the parties hereto that in case for any reasons if the PURCHASERS fail to make the payment of balance purchase price of Rs.6,00,000/- within 45 days from date of these presents as stated hereinabove in para clause 3(b) in that case interest will be charged @ 18% p.a. for 1 more month grace period and still if the PURCHASERS failed to make the payment then the present Agreement stands determined, revoked and cancelled and earnest money of Rs.51,000/- paid by the PURCHASERS to the SELLER stands forfeited. It is also agreed that in case of default of balance payment as above, the SELLERS are entitled to forfeit the earnest money and the PURCHASERS are not entitled to ask for refund of the earnest money.

4. That the TRANSFEROR/SELLERS after receipt of full payment shall have no right, title, interest, claim demand or charge of whatsoever nature on the payments and contributions made by the TRANSFEROR/SELLERS to their predecessor-in-title and to the said society and on the said premises. The TRANSFEROR/SELLERS shall do all the needful in all respect to secure the title of the said premises to the TRANSFEREES/PURCHASERS indemnified from all liabilities and/or claim of the said premises. The TRANSFEROR/SELLERS shall also get the said Share Certificate No.31 endorsed on the name of the TRANSFEREES/PURCHASERS from the office bearers of the said Society.

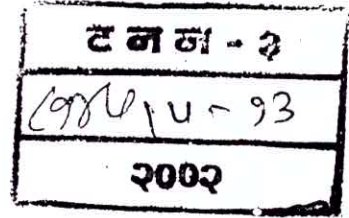


5. That the TRANSFEREES/PURCHASERS hereby covenant with the TRANSFEROR/SELLERS that she shall abide by all the rules and regulations and bye-laws of the Said Society.

6. That the TRANSFEROR/SELLERS hereby declare that he has paid all maintenance charges, electric bills, phone bills, taxes and outgoings upto date in

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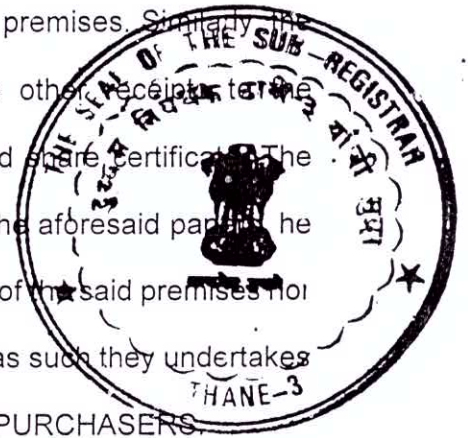


- 6 -

respect of the said premises and that if any amount are due from them to Society, the Corporation or Government and/or to any other person, persons authorities relating to the Said Premises the same shall be paid by the TRANSFEROR/SELLERS and if any such amounts are recovered from the TRANSFEREES/PURCHASERS, the TRANSFEROR/SELLERS doth hereby agrees to indemnify and keep the TRANSFEREES/PURCHASERS indemnified therefrom.

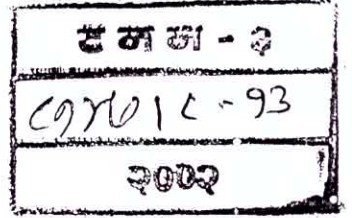
7. It is agreed by and between the parties hereto that after handing over possession, all maintenance charges, electric bills, phone bills, taxes and outgoings shall be borne and paid by the TRANSFEREES/PURCHASERS and any amount due in respect of the maintenance charges, electric bills, phone bills, taxes and outgoings up to the period of the same shall be paid by the TRANSFEROR/SELLERS.

8. The TRANSFEROR/SELLERS declares that he will hand over all the original documents of the said premises in token of having transferred and assigned all his rights, title, interest and benefits in respect of the said premises. Similarly the TRANSFEROR/SELLERS will also hand over all the other receipts to the TRANSFEREES/PURCHASERS and the above referred share certificate. The TRANSFEROR/SELLERS states that save and except the aforesaid papers he does not possess any other documents of title in respect of the said premises nor he has deposited or pledged the same with anyone and as such they undertakes to indemnify and keep indemnified the TRANSFEREES/PURCHASERS.



9. Stamp duty, registration charges and society transfer charges shall be borne and paid by the PURCHASERS alone.

10. THIS AGREEMENT shall be subject to the provisions contained in the Maharashtra Ownership flats (regulation of the promotion of construction sale



- 7 -

management and transfer) Act 1963 and the Maharashtra Ownership flats (regulation of the promotion of construction sale management and transfer) Rules 1964 or any amendment for the time being in force.

SCHEDULE OF THE FLAT

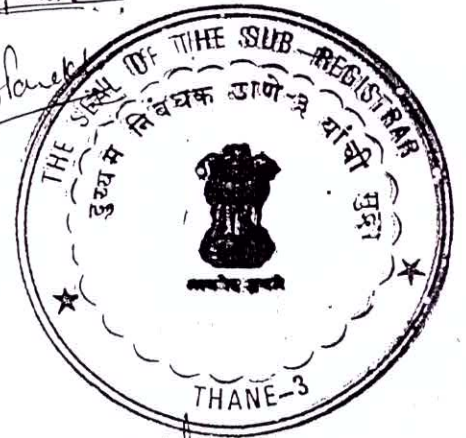
Flat No.301, on the Third floor, admeasuring 460 sq. ft. built up area (575 sq. ft. super built up area), Vardhaman Park Co-op. Hsg. Soc. Ltd., Plot No.49, Sector 17, D.B.C., Vashi, Navi Mumbai.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written :

SIGNED, SEALED & DELIVERED by the)
withinnamed TRANSFEROR/SELLERS)
MR. JITEN L. PAREKH)
& MRS. BINAL J. PAREKH)
in the presence of)

Parakh

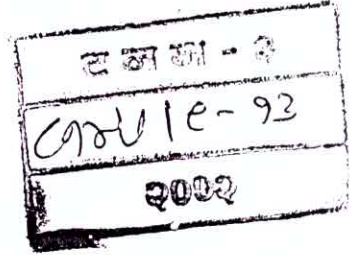
Shankar



SIGNED, SEALED & DELIVERED by the)
withinnamed TRANSFEREES/PURCHASERS)
MR. NILESH JASWANTLAL SHAH)
& MRS. JAGRUTI NILESH SHAH)
in the presence of)

Shankar

J N Shah



- 8 -

RECEIPT

We, MR. JITEN L. PAREKH & MRS. BINAL J. PAREKH, acknowledge the receipt of Rs. 3,25,000/- (RUPEES THREE LAKHS TWENTY FIVE THOUSAND ONLY) from MR. NILESH JASWANTLAL SHAH & MRS. JAGRUTI NILESH SHAH, the PURCHASERS being the part and advance payment out of the total sale price hereinabove mentioned in respect of the Flat No. 301, on Third floor, in Vardhaman Park Co-op. Hsg. Soc. Ltd., Plot No. 49, Sector 17, D.B.C., Vashi, Navi Mumbai, to be paid under this Agreement.

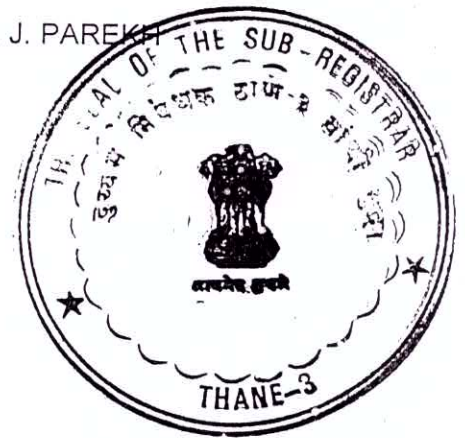
- ① Rs. 274,000/- dt. 9/8/02 ch. NO 412202 The Cosmos Co-op BKL
② Rs. 51,000/- dt. 9/8/02 ch. NO 412191 The Cosmos Co-op BKL
Vashi New E

WE SAY RECEIVED




MR. JITEN L. PAREKH & MRS. BINAL J. PAREKH
(SELLERS)

WITNESSES :



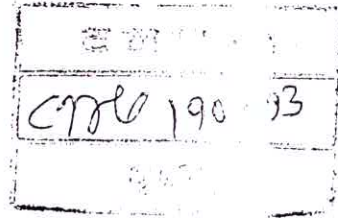
VARDHAMAN PARK CO - OPERATIVE HOUSING SOCIETY LTD.

(Registration No. TNA (TNA) HSG (TC) / 2539 / 1988 - 89)

PLOT NO. 49, SECTOR - 17, VASHI, NAVI MUMBAI - 400 703.

DATE : 05.08.2002.

Mr. Jiten Parekh,
301, Vardhaman Park C.H.S.Ltd.,
Sector No.17, Vashi,
Navi Mumbai - 400 703.



Dear Member,

Sub: Your request for N.O.C. for the
sale/and transfer of your flat.

We have on hand your letter dated 29.07.2002 requesting us for our N.O.C. for the sale and transfer of your Flat No.301 in favour of Mr.Nilesh Jaswantlal Shah and Mrs. Jagruti Nilesh Shah.

We are pleased to confirm that our society has no objection to your sale/and transfer of Flat to Mr.Nilesh Jaswantlal Shah and Mrs.Jagruti Nilesh Shah. We, however, expect, that the incoming member/s would be fullfilling the requirements of our society as per the Maharashtra State Co-operative rules/regulations and the bye-laws as adopted by our society.

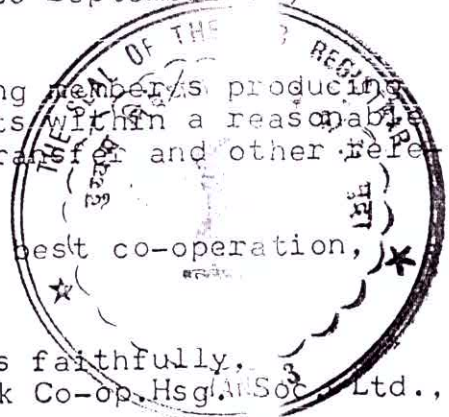
We also confirm, your dues to our society as on September 30, 2002, viz. quarter July 1, 2002 to September 30, 2002 have been cleared.

This N.O.C. is subject to the incoming member/s producing all relevant legal and other documents within a reasonable time and subject to the payment of transfer and other relevant fees in due course.

Thanking you and assuring you of our best co-operation, we remain,

Yours faithfully,
Vardhaman Park Co-op. Hsg. Soc. Ltd.,


Hon. Secretary.



JARDHAMAN PARK

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CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED. COPY

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२००३

No. BP/V/59/Soc-17/472

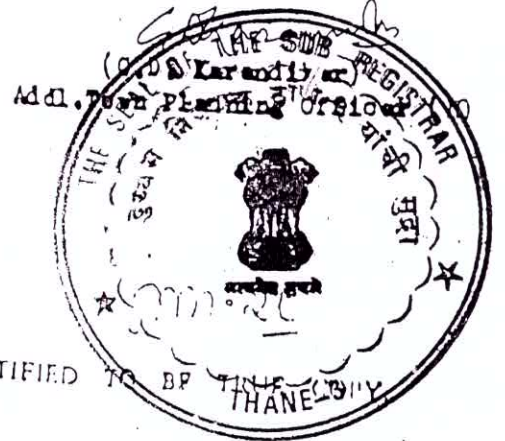
29 MAY 1985

// OCCUPANCY CERTIFICATE //

I hereby certify that the development for residential building (5th to 7th floor) on plot No. 49 Sector-17 Vashi in New Bombay, completed under the supervision of Archana Mehta has been inspected on 27.5.1985 and I declare that the development has been carried out in accordance with the General Development Control Regulations and the conditions stipulated in the Commencement Certificate dated 11.2.1982 and that the development is fit for the use for which it has been carried out.

Date : 29th May, 1985

Place : CBD (Belapur)



NAIR CHAH
Architect
C.A. 11









12/08/2002

12:09:16 pm

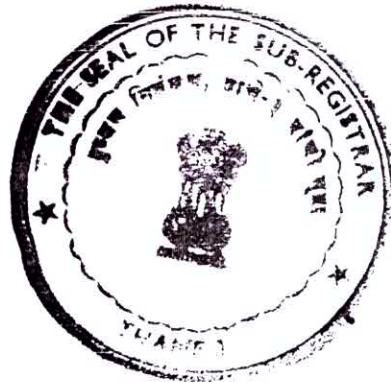
दस्त गोषवारा भाग-1

दस्त क्रमांक : 8147/2002

दस्ताचा प्रकार : Agreement

अनु क्र.	पक्षकाराचे नाव	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	श्री निलेश जसवंतलाल शाह 604, वर्धमान पेलेस सेक्टर 17, वाशी	Executant सही <i>Assenly</i>	 6247 - 15127	
2	श्रीमती जागृती निलेश शाह 604, वर्धमान पेलेस सेक्टर 17, वाशी	Executant सही J N Shah	 6247 - 15128	
3	श्री जितेन एल.पारेख सेक्टर 17, वाशी वर्धमान पार्क को-आप हौ.सो.	Executor सही <i>Parakh</i>	 6247 - 15129	
4	श्रीमती विनल जे. पारेख सेक्टर 17, वाशी वर्धमान पार्क को-आप हौ.सो.	Executor सही <i>Parakh</i>	 6247 - 15130	

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C980 192-93
2002



दस्त गोषवारा भाग - 2

दस्त क्र. [टनन3-8147-2002] चा गोषवारा
बाजार मूल्य : 784000 मोबदला : 925000 भरलेले मुद्रांक शुल्क : 34250

दस्त हजर केल्याचा दिनांक : 12/08/2002 12:03 PM
निष्पादनाचा दिनांक : 09/08/2002

दस्ताचा प्रकार : 25) करारनामा
शेवका क्र. 1 ची वेळ : (सादरीकरण) 12/08/2002 12:03 PM
शेवका क्र. 2 ची वेळ : (फ्री) 12/08/2002 12:06 PM
शेवका क्र. 3 ची वेळ : (कवुली) 12/08/2002 12:08 PM
शेवका क्र. 4 ची वेळ : (ओळख) 12/08/2002 12:09 PM

दस्त नोंद केल्याचा दिनांक : 12/08/2002 12:09 PM

दस्तऐवज करून देणार तथाकथीत [करारनामा] दस्तऐवज करून दिल्याचे कबूल करतात.

ओळख :

वालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात, व यांची ओळख पटवितात.

1) प्रफुल्ल पाटील , 108, जे.के.चेम्बर, सेक्टर 17, वाशी

2) समीर दिनेश बोरा , सेक्टर 17, वाशी

निबंधकाची सही

पृष्ठे 3

पावती क्र.: 6269 दिनांक: 12/08/2002
पावतीचे वर्णन
नांव: श्री निलेश जसवंतलाल शाह

9250 : नोंदणी फी
260 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फ्री

9510: एकूण

दु. निबंधकाची सही, पृष्ठे 3

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1984 / 93.93

2002

पुस्तक क्रमांक ... 9 ...

... 69.8.10 ... क्रमांकावर नोंदली

निबंधकाची सही

द्वयम निबंधक

तारीख 92 माहे 1 सन 02

श्रीमान्ति करण्यात येते ही
दस्तावेजे एकूण ... 93 ...
पाने ...

द्वयम निबंधक अर्णे क्र. 9

