

23756/-



Handwritten signature
C1

: AGREEMENT FOR SALE :
=====

Handwritten notes:
2th
#23
Summer

Handwritten notes:
Shri Prasad

THIS AGREEMENT FOR SALE made and entered into at Mumbai on this 23rd day of February, 2005, BETWEEN SHRI DEVENDRA KOTHARI, aged about _____ years, an adult, Indian, Inhabitant of Mumbai presently residing at FLAT NO. 305, on 3RD FLOOR, 'B' WING, YOGI SHREE Co-op.Hsg.Soc.Ltd., BLDG. NO. Y/36, YOGI NAGAR, EKSAR ROAD, BORIVLI (WEST), MUMBAI-400 09 hereinafter called and referred to as "THE TRANSFEROR" (which expression shall unless it be repugnant to the context contrary to the meaning thereof shall mean and include heirs, executors, legal representatives, administrators assigns) of the ONE PART AND (1) RADHESHYAM LALCHAND BAGRI, aged about 46 years, AND (2) SUMANDEVI RADHESHYAM BAGRI, aged about 42 years, both adults, Indian, Inhabitant of Mumbai, presently residing at Bldg. No. Y/36, Flat No. 306, 'B' Wing, Yogi Shree Chs.Ltd., Yogi Nagar, Eksar Road, Borivali (W), Mumbai

MAH-GSD/0063
OFFICE
GENERAL STAMP
R. 0023750/PB1000
5504 SPECIAL REGISTER
133811 FEB 14 2005
SUPERINTENDENT OF STAMPS
MUMBAI

वदर-६
924 E 12
2004

Handwritten signature: Devendra

Handwritten signature: Suman Bagri

BY SUPERINTENDENT OF STAMPS
MUMBAI

: 2 :

400 091, hereinafter called and referred to as "THE TRANSFEREES" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors, legal representatives, administrators and assigns) of the OTHER PART :

WHCREAS SHRI DEVENDRA KOTHARI had purchased above said FLAT SHRI SUSHIL KUMAR MAKHANLAL RATHI AND SMT. SUNANDA DEVI RATHI, vide Agreement For Sale dated 18th December, 1997, and they have purchased the above said Flat from Builders i.e. M/S.VIJAY NAGAR CORPORATION, partnership Firm registered under the Indian Partnership Act, 1932 having its Head Office at 2nd Floor, P. N. B. House, Sir. P. M. Road, Fort, Mumbai-400 001, vide Agreement for Sale dated 20th September, 1984.

AND WHEREAS the Transferor is the member and owner and as such absolutely seized and possessed of and/or otherwise well and sufficiently entitled to FLAT NO. 305, on 3RD FLOOR, 'B' WING, situated at YOGI SHREE Co-op.Hsg.Soc.Ltd., BLDG. NO. Y/36, YOGI NAGAR, EKSAR ROAD, BORIVLI (WEST), MUMBAI-400 091, (hereinafter called "the SAID FLAT").

AND WHEREAS the Transferor is member of the YOGI SHREE Co-op.Hsg.Soc.Ltd., hereinafter referred to as "the said society" duly registered under The Maharashtra Co.Operative Societies Act, 1960, having Registration No.

dated , having its address at 3RD FLOOR, BLDG. NO. Y/36, YOGI NAGAR, EKSAR ROAD, BORIVLI (WEST), MUMBAI-400 091, and Transferor is holding Five fully paid up shares of Rs.50/-



Davencha kh

बदर-६
१२५६१३
२००५

....3

[Signature]

Suman Bogeri

each of the said society bearing Distinctive Nos. from to
(both inclusive) and bearing the Certificate No.

AND WHEREAS it is now mutually agreed by and between the parties hereto that Transferor has/have agreed to sell and transfer to the transferees the Transferees has/have agreed to purchase and acquire from Transferor(s) the said FLAT at or for the a price of RS.8,00,000/- (RUPEES EIGHT LACS ONLY).

NOW THESE INDENTURE WITNESSETH AS FOLLOWS :

1. That Transferees have inspected all the documents and papers regarding the said FLAT and has been satisfied him self about the title of the said FLAT of the Transferor.

2. The Transferor has/have agreed to sell, transfer, assign, assure, to the Transferees and Transferees has/have agreed to purchase and acquire from the Transferor(s) the said FLAT that is FLAT NO. 305, (Consisting of One Bed Room, Hall, Kitchen Self contained) on 3RD FLOOR, admeasuring 435 sq.fts. (Built-up area) situated at YOGI SHREE Co-op.Hsg.Soc.Ltd., 'B' WING, BLDG. NO. Y/36, YOGI NAGAR, EKSAR ROAD, BORIVLI (WEST), MUMBAI-400 091, together with all the rights, title, interest, entitlement, benefits etc., at or for price of RS.8,00,000/- (RUPEES EIGHT-LACS ONLY).

3. That the Purchase price of the said flat shall be RS.8,00,000/- (RUPEES EIGHT LACS ONLY) including the value of RS.250/- for the five shares of the said Society which consideration amount the Transferees have paid to the in the following manner:-



Dorendra

बदर-६
१२५ ए ४
२००५

Suman Bagari

....4

Part Payment details for Rs.2,00,000/- as under:-

Rs.	By Cheque No.	Date	Bank
Paid 1,00,000/-	"827444"	03/02/05	STATE BANK of BIKANER & JAIPUR (with branch)
1,00,000/-	"1991011"	03/02/05	DENA BANK, Yuziyog Bajvela (w, Mrs).
----- RS.2,00,000/- -----			

RS.2,00,000/- (RUPEES TWO LACS ONLY) being the Advance cum earnest money or part consideration in respect of the said premises on the execution of these presents and the balance amount of RS.6,00,000/- (RUPEES SIX LACS ONLY) shall be due and payable by the Transferees to the Transferor at the time of handing over the possession of the said premises OR on or before

4. The Transferor hereby undertakes to handover the actual and physical possession of the said FLAT to the Transferees immediately upon receipt of abovesaid balance consideration within stipulated period.

5. On receiving the full consideration, the Transferor shall immediately put the Transferees in possession of the said FLAT and shall surrender right, title and interest, entitlements, benefits, in respect of the said FLAT and the said Shares in favour of the Transferees (which the Transferees have seen, inspected and found to be in perfect condition) and the Transferees shall be entitled to quietly enter, upon leave, occupy, possess and enjoy the said FLAT and the said shares together with the fittings, fixtures and other amenities

.....5



Davendra

बदर-६
924 Ety
२००५

Signed

Suman Bagchi

annexed thereto.

6. The Transferor state that the said flat is free from all encumbrances of whatsoever nature and the Transferor has not taken any loan/s from any financial institution/s or person/s against the said flat and further he/she has not kept the said flat/shares as security or additional security in respect of any sort of loan/finance. The Transferor also here by declare that the transferor have not created in favour of any third party any interest by way of sale, Mortgage, charge, lien, exchange or maintenance; The Transferor further undertakes to keep fully Indemnified and harmless to the Transferees against all contingent claims, demands, proceedings, charges, costs and expenses.

7. The Transferor further declares that said FLAT was the self acquired property of his/her and that none else except him/her have any right, title and interest in respect of the said FLAT and the said shares.

8. The Transferor has obtained the necessary NO OBJECTION CERTIFICATE from the said YOGI SHREE Co-op.Hsg.Soc.Ltd., for the sale and transfer of the said FLAT in favour of the Transferees vide their letter dated 2005, duly signed by the Hon. Secretary of the said society. Society Intimation is given on 2005 and receive on 2005.

9. The Transferor agrees to pay the society's dues, arrears of outgoings, Electricity charges, Telephone charges, funds, any other money claim & dues, if any till possession or

....6



Davencha Ah

वदर-६
१२५ ए६
२००६

Suman Bajaj

2005, and nothing is due and payable by him/her to the said society and undertakes to keep fully indemnify the Transferees in that respect.

10. The Transferees hereby covenants and agrees to become the members of the said YOGI SHREE Co-op.Hsg.Soc.Ltd., and to abide by all the singular bye-laws, rules and regulations made and adopted from time to time by the said society and also undertakes to pay the proportionate share of society outgoings in respect of the said FLAT every month regularly without fail and keep the Transferor indemnified in that respect.

11. The Transferor and the Transferees have agreed to pay the necessary transfer charges including transfer premium / donations equally (i.e. 50% Transferor and 50% by Transferees) and to sign the necessary letters, forms and other declarations as may be required under the bye-laws of the said society for the effectual transfer of the said FLAT and the said shares in the name of the Transferees.

12. The Transferor hereby declares that hereinafter he/she has no right, title and interest or claim of any nature in the said FLAT or any part of the said FLAT subject to balance payment within stipulated period.

13. The stamp duty and registration charges in respect of this agreement, if any, levied by the competent authority the same shall be borne and paid by the Transferees. And previous Stamp Duty & Registration Charges if any levied by Competent



Davenchu

बदर-६
924 E/K
२००५

Suman Bagchi

Authority shall be borne and paid by the Transferor only.

: SCHEDULE :

FLAT NO. 305, 'D' WING, on 3RD FLOOR, admeasuring 435 sq.fts. (Built-up area), Year of Construction 1983-84, Building was Ground + Three Floor, C.T.S.No. 1723 A, YOGI SHREE Co-op.Hsg.Soc. Ltd., BLDG. NO. Y/36, YOGI NAGAR, EKSAR ROAD, BORIVLI (WEST), MUMBAI-400 091.

All that piece or parcel of land bearing S. No. 68, Hissa No. 2 and bearing CTS No. 1860 admeasuring about 1720 sq.meters of Taluka Borivali, Village Eksar of Registration Dist. of Bombay and Bombay Suburban District being Plot No. Y 36 and bounded as follows:

On or towards the North by : 30' wide internal Road,

On or towards the South by : Bld. No. D-24 & D-25.

On or towards the East by : Bld. No. D-36.

On or towards the West by : Bldg. No. 477

बदर-६
०२४६ C
२००५

....S



Dawanchu An

Suman Bagci

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day and the year first herein above written.

SIGNED SEALED AND DELIVERED

by the withinnamed the Transferor

SHRI DEVENDRA KOTHARI

in the presence of Kiran P. Chavlic

- 1. ~~K.P.C.~~
- 2. K.P. Chavlic

Devendra Kothari

(TRANSFEROR)

SIGNED SEALED AND DELIVERED

by the withinnamed the Transferees

(1) RADHESHYAM LALCHAND BAGRI

(2) SUMANDEVI RADHESHYAM BAGRI

in the presence of Ketan P. Chavlic

- 1. K.P. Chavlic
- 2. K.P. Chavlic

[Signature]

Sumari Bagri

(TRANSFEREES)



बदर-६	
१२५६	e
२००५	

....9

RECEIPT:

RECEIVED of and from the withinnamed Purchaser the sum of RS.2,00,000/- (RUPEES TWO LACS ONLY) being the Advance cum earnest money or part consideration in respect of the said premises was paid by them to me in following manner :-

Amount	Cheque/Payorder No.	Date	Drawn on
1,00,000/-	"827444"	03/02/05	STATE BANK OF BIKANER Jaipur Katbadevi Branch
1,00,000/-	"991011"	03/02/05	DENA BANK, Yagnapur Branch, Hymgi.

RS.2,00,000/-



I SAY RECEIVED RS.2,00,000/-

Signature of Shri Devendra Kothari and a square stamp.

(SHRI DEVENDRA KOTHARI)

TRANSFEROR

WITNESSES:

1. K.R. Chavhan
2. K.R. Chavhan

बदर-६
9242190
2005