



Tuesday, February 25, 2003

12:54:20 PM

**Original**  
नोंदणी 39 म.  
Regn. 39 M

**पावती**

पावती क्र. : 1659

दिनांक 25/02/2003

गावाचे नाव एक्सर


दस्तऐवजाचा अनुक्रमांक वदर6 - 01656 - 2003

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: गंगाधर शिवराम शेटी

नोंदणी फी	:-	5260.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (23)	:-	460.00
<b>एकूण</b>	<b>रु.</b>	<b>5720.00</b>

आपणास हा दस्त अंदाजे 1:09PM ह्या वेळेस मिळेल

  
दुय्यम निबंधक  
बोरीवली 3 (बोरीवली)  
धुबई उपनगर जिल्हा.

बाजार मुल्य: 526000 रु. मोबदला: 500000रु.

भरलेले मुद्रांक शुल्क: 10310 रु.

Impounded under Section 33  
of Bombay Stamp Act. 1958.

Joint District Registrar

AN - 50000L

MV - 526000L

22.86 sqft.  
Built.

Adj/Impd. No. 3346/02-03

CHALLAN No. 23

Dated: 10-2-03

OFFICE OF THE  
DY. INSPECTOR GENERAL OF REGISTRATION  
AND

DY. CONTROLLER OF STAMPS (ENFORCEMENT) BOMBAY  
Received from Gangadhar S. Sheth sum  
of Rs. 10210/- (Ten.....)

thousand two hundred ten only  
towards stamp duty and fee of Rs.....  
(Rs.....)

Certified under clause 39/40/41/  
of the Bombay Stamp Act 1958 that the proper  
stamp duty of Rs. 10210/-  
(Rs. Ten thousand three hundred ten only)  
have been paid in respect of the instrument.

*[Signature]*

COLLECTOR

Art. (2c)

Subject to the Provisions  
of Section-53-A of The  
Bombay Stamp Act. 1958



AGREEMENT FOR SALE AND TRANSFER

THIS AGREEMENT FOR SALE AND  
TRANSFER made and entered into at Mumbai  
on this 10<sup>th</sup> day of February, 2003,

BETWEEN MRS. NEETA K. SHAH, Hindu adult,  
Indian Inhabitant of Mumbai, residing  
at 108/C-1, Vithal Apartment,  
Mandeshwar Road, Borivli (West), Mumbai  
400 092, hereinafter called "THE  
VENDOR" (which expression shall unless  
it be repugnant to the context or



Office of the  
Administrative  
Officer Mumbai  
MAH - CCRA / 0072  
PROPER OFFICER

1117 SPECIAL  
160685 JAN 29 2003  
R.0000100  
INDIA  
STAMP DUTY MAHARASHTRA  
REGISTER

*[Signature]* Mrs

*[Signature]* Mrs

*[Signature]*

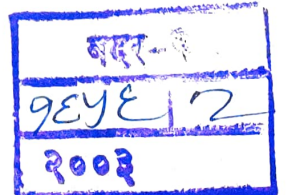
meaning thereof be deemed to mean and include her heirs, executors, administrators and assigns) of FIRST PART AND (1) M/S. ASHA HOMES PRIVATE LIMITED, a Company registered and incorporated under the provisions of companies Act and having its office at Room No.1B, Marwadi Bungalow, Mandpeshwar Road, Borivali (West) Bombay 400 092, hereinafter called the "THE CONFIRMING PARTY" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said company and its successors in title) of SECOND PART and MR.GANGADHAR SHIVRAM SHETTY, Hindu adult, Indian Inhabitant of Mumbai, residing at A-702, Bhakti Palace, Kandarpada, Dahisar (West), Mumbai - 400 068, hereinafter referred to as "THE PURCHASER" (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 THIRD PART

WHEREAS

I. That pursuant to the Agreement dated 15th July, 1995 to be read with

 ncs





(3)

Agreement dated 18th June, 1977 executed by M/s. LABUILDE CORPORATION in favour of SARVESH KUMAR J. SHAH and GOPIBEN therein referred to as the Purchasers agreed to transfer and/or grant lease of the property admeasuring 890 sq.mts or thereabouts bearing C.T.S.NO.2411 (Part) and 2411 (2 to 15) at Mauje Eksar, Mandapeshwar Road, Borivli (West), Bombay 400 092 being a portion of the larger property along with structures standing thereon.

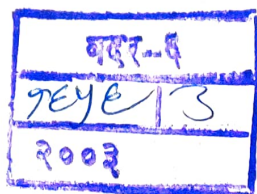
II. That by an Agreement dated 26th June, 1982, to be read along with Agreement dated 27th October, 1983, executed by S.J. Shah alongwith Gopiben in favour of M/s. AMIRAJ CORPORATION, permitted them to develop the said property for the consideration and on the terms and conditions mentioned therein. However, the said Amiraj Corporation are entitled to consume the F.S.I. on the said property without demolishing and/or disturbing the old structures No.1, 2 and 3 on the said property.

III. That the certain differences and differences arises between the original owners and the developers with the



*ms*

*ms*



result M.K.Patel and others claiming to be the owner of the adjoining property, filed a suit in the Bombay City Civil Court at Bombay bearing Suit No.2843 of 1983 against Labuilde Corporation, and various other persons including the said S.J.Shah as the defendant No.6 therein.

IV. That in the said suit the parties therein arrived to the settlement and filed Consent Terms in the said suit on 7th August,1992.

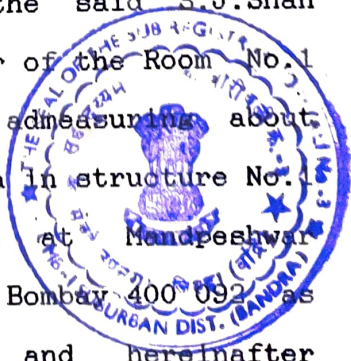
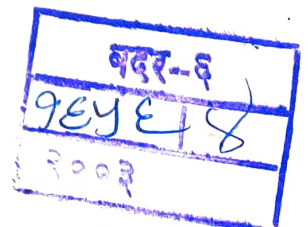
V. That pursuant to Clause 12(a) of the aforesaid Consent Terms filed in the said suit, the entire Ground floor of the Structure No.1 shall belong to the said S.J.Shah.

VI. That as such the entire Ground floor of the structure No.1 standing on the said property belong to the said S.J.Shah.

VII. That as such the said S.J.Shah become absolute Owner of the Room No.1 on the Ground floor admeasuring about 410 sq.ft. carpet area in structure No.1 of Marwadi Bungalow, at Mandpeshwar Road, Borivli (West), Bombay 400 092 as the owner thereto, and hereinafter referred to as "ROOM NO.1".

 M.S.

 M.S.



VIII. That the ground floor of the Structures No.1 was occupied by the father of the Bhadresh J. Shah and said S.J.Shah as the tenants thereof of the original owners, the Bhadresh J. Shah was occupying the said structure alongwith the father.

IX. That the said Jivanlal Shah during his life time requested the S.J.Shah to transfer the tenancy rights of Room No.1 on the name of the Bhadresh J. Shah.

X. That at the request of the father of the S.J.Shah, the said S.J.Shah recognized the Bhadresh J.Shah being the brother as his tenant in respect of Room No.1 on the ground floor of Structure NO.1, admeasuring about 410 sq.ft. carpet area of Marwadi Bungalow, Mandapeshwar Road, Borivli(West), Bombay 400 092.

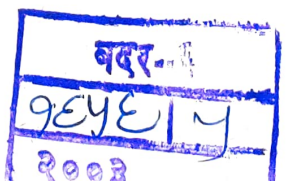
XI. That subsequently at the request of the Bhadresh J.Shah the said S.J.Shah has converted the tenancy rights of the said Room No.1 into the Ownership in favour of the Bhadresh J. Shah

XII. That as said Bhadresh J. Shah became the absolute Owner of the said Room No.1 and/or otherwise was well and



 MS





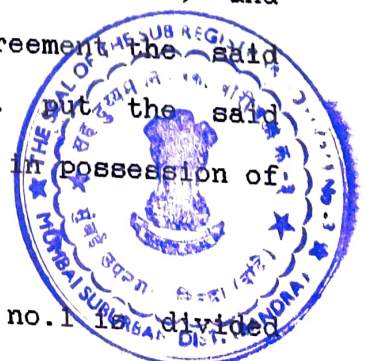
(6)

sufficiently entitled to the said room No.1 as the absolute Owner thereof.

XIII. That by a agreement dated 16th September 1993 the said Bhadresh J. Shah agreed to sell the said room No.1 admeasuring 410 sq.ft. carpet area, to Mr.Nanji P. Patel and Shantaben N. Patel, for the consideration and on the terms and conditions mentioned therein, and full consideration amount of Rs. 3,50,000/- was paid by them, and the said Bhadresh J. Shah put the said Mr.Nanji P. Patel & Anr. in possession of the said room No.1.

XIV. That further by an Agreement for Sale and Transfer dated 15th July, 1995 executed between Mr.Nanji P. Patel and Smt.Shantaben N. Patel therein referred to as the Vendors and M/s.Asha Homes Pvt.Ltd. therein referred to as the Purchasers, purchased the said Room No.1 for the consideration and on the terms and conditions mentioned therein, and pursuant to the said Agreement the said Nanji P. Patel & Anr. put the said M/s.Asha Homes Pvt.Ltd. in possession of the said Room.

XV. That the said Room no.1 is divided



*[Handwritten signature]*

*[Handwritten signature]*





Mumbai - 400 092, more particularly described in the schedule hereunder written, and hereinafter referred to as "THE SAID ROOM NO.1B", and shown in red colour hatched lines on the plan annexed hereto, for the total lumpsum consideration of Rs.5,00,000/- (Rupees Five Lacs Only) and the said amount is paid by the Purchaser to the Vendor on or before the execution of these present (receipt whereof the Vendor do hereby admits, acknowledges and discharges the purchaser forever from the payment of the said amount).

2. On or before the execution of this Agreement the Vendor has handed over the physical vacant and peaceful possession of the said Room No.1B to the purchaser, and the Vendor and Confirming Party do hereby confirm that the Purchaser is in possession of the said Room No.1B.

3. The Vendor shall make out a marketable title to the said Room No.1B free from all encumbrances whatsoever and any nature at her costs, to the satisfaction of the Purchaser's Advocate.

4. The Vendor hereby further declares



*mas* *mas*

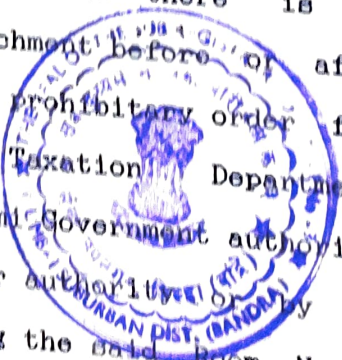




that she has absolute authority, full right to sell, transfer and assign the said Room No.1B and her right, title and interest in respect of the said Room No.1B, in favour of the purchaser, and prior to this Agreement she has not entered into any Agreement for sale and has not accepted any earnest money in respect of the said Room No.1B from any person or parties.

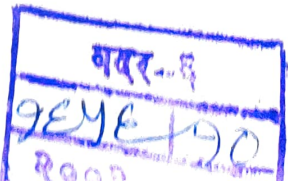
5. The Vendor further declares that she is the absolute owner of the said Room No.1B, and that she has remained in exclusive possession and occupation of the said Room No.1B as absolute owner thereof, and no one else has any share, right, title, interest and or claims in the said Room No.1B. The said Room No.1B is free from all claims or encumbrances from any person or parties of whatsoever nature.

6. The Vendor and Confirming Party further declare that there is no lispendes, attachment before or after judgement or any prohibitory order from any Court, Taxation Department, Government or Semi Government authority, or by any other authority or by any person affecting the said Room No.1B.



*ms*

*ms*



(15)

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :

ALL THAT Room No.1B, on the Ground Floor of the Structure No.1 of Marwadi Bungalow, admeasuring 205 sq.ft. Carpet area, the said Room No.1B of Structure no.1 is attached to a Ground + Three storied building situated at Mandapeshwar Road, Borivli (West), Mumbai - 400 092, and shown in Red Colour hatched lines on the Plan annexed hereto, and constructed on C.T.s.No.2411 of Village Eksar, Taluka Borivli, Mumbai Suburban District within the Registration District and Sub-District of Mumbai City and Mumbai Suburban.



SIGNED AND DELIVERED )

by the withinnamed "VENDOR" )

MRS.NEETA K. SHAH )

*N.K.Shah*

in the presence of *N.K.Shah* )

SIGNED SEALED AND DELIVERED )

by the withinnamed )

"CONFIRMING PARTY" )

M/S.ASHA HOMES PRIVATE LIMITED )

**For ASHA HOMES PVT. LTD.**

through its Director )

MR. Kall... )

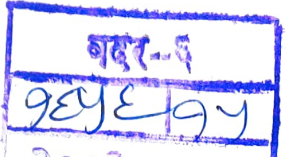
*N.K.Shah* *M.A.Shetty*  
Director

MR. N... )

in the presence of *N.K.Shah* )



*(Handwritten mark)*



(16)

SIGNED AND DELIVERED )  
by the withinnamed " PURCHASER" )  
MR.GANGADHAR SHIVRAM SHETTY )  
in the presence of ... *M. K. Shetty* )



RECEIPT

RECEIVED of and from the Purchaser  
abovenamed a sum of Rs.5,00,000/-  
(Rupees Five Lacs Only) by Cheque  
No.231812 dated 04.09.2002 drawn on  
Ratnakar Bank, Borivli (West) Branch  
being the full amount payable by him to  
me as per the agreement.

Rs.5,00,000/-  
I say received

*N.K. Shah*

MRS.NEETA K. SHAH  
(VENDOR)

WITNESSES :

1. *M. K. Shetty*
- 2.

