

सो. अरुणा अरुण घोष

परवानाधारक मुद्रांक विक्रेता

श्री/श्री. सोमजीराजी अरुण घोष

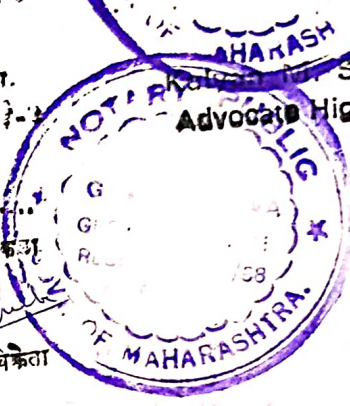
तहसिल कार्यालय, अहमदनगर जिल्हा

क्रमांक 52348 दिनांक

सर्वश्री/श्री/श्रीमती.....

यांना व.....चा मुद्रांक विक्रेता

28 DEC 2001



AGREEMENT FOR SALE

This Agreement is made and entered into at
Ulhasnagar, Dist. Thane, on this 5th day of April, 2002
between :

Shri Pradeep Lalchand Makhijani, Hindu, adult, aged about
36 years, residing at 29, Sai Baba Co-op. Society,
Ulhasnagar-3, Dist. Thane, hereinafter called the
"VENDOR" (which expression shall unless it be repugnant
to the context or meaning thereof be deemed to include
his heirs, executors, administrators and assigns) of the
One Part.

- 2 -

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Shri Ram Dilip Makhijani, Hindu, adult, aged about 22 years, residing at Flat No. A-205, Amar Jyoti Apartment, Ulhasnagar-2, Dist. Thane, hereinafter called the "PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and assigns) of the Other Part.



WHEREAS the Vendor is sole and absolute owner of Shop No. 5, area adm. about 130 sq.ft. (Built up area), on Ground floor, Satyam Apartment, situated on Plot No. 752, Sheet No. 61, New Telephone Exchange Road, Near Bk.No. 491, Ulhasnagar-2, Dist. Thane, hereinafter called the "SAID PROPERTY".

AND WHEREAS the Vendor purchased the Said Property under a Regd. Sale Deed vide Sr.No. 1649/88 dt. 03-03-1988 from Shri Parmanand Hundraj Sachdev, who had Purchased the same from M/s. Kwaliti Builders thru its Prop. Shri Prakash Amulmal Banswani vide Agreement of sale on 21-02-1983.

AND WHEREAS the said shop in Satyam Apartments was constructed by the said Prakash Amulmal Banswani on the Portion of Plot No. 752, Sheet No. 61, Near Bk.No. 491, Ulhasnagar-2.

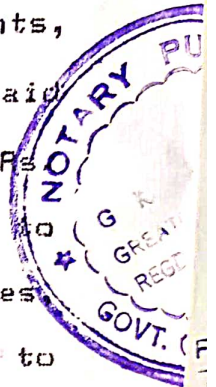
AND WHEREAS the said portion of the plot No. 752 was purchased by the said Shri Prakash Amulmal Banswani from Smt. Madhuribai Tikandas Punjabi vide Sale Deed regd. at Sr.No. 291, dt. 16-01-1982.

AND WHEREAS the said Smt. Madhuribai Tikandas Punjabi purchased the said plot from Govt. vide Conveyance Deed No. AC/Plot/C-3/CDR-81 dt. 20-05-1981



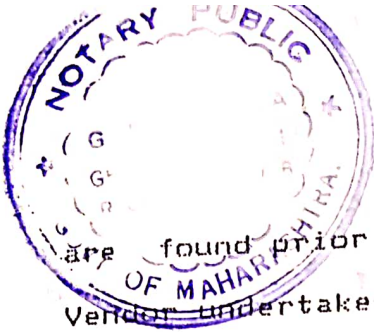
issued in her favour by the Managing Officer & Asstt. Administrator, Ulhasnagar Township.

AND WHEREAS the Purchaser has approached the Vendor for purchase of the said property with all rights, titles, interests, and benefits attached to the said property for the total consideration of Rs. 40,000/- (Rs. Forty thousand only) and the Vendor has also agreed to sell, transfer, and assigns with all rights, titles, interests and benefits attached to the said property to the Purchaser herein in the said sum.




NOW THIS AGREEMENT WITNESSETH AS UNDER :

1. That in pursuance of the said agreement the Vendor has received from the Purchaser a sum of Rs. 40,000/- (Rs. Forty thousand only) in cash, being the full and final sale consideration of the said property, the receipt of which is hereby admitted and acknowledged by the Vendor before the witnesses.
2. That the Vendor has delivered the quiet and vacant possession of the said property with all the papers and documents pertaining to the said property to the Purchaser herein.
3. That the Vendor hereby assures to the Purchaser that he has cleared the municipal taxes, electric bills, and all the Govt. dues upto-date. However, if any such dues



- 5 -

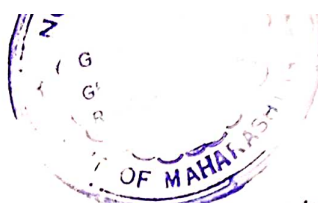
are found prior to the execution of this agreement the Vendor undertakes to clear the same immediately.



4. That the Vendor hereby further assures the Purchaser that the said property is free from all encumbrances, and the said property is not mortgaged, or no loan have been taken on the strength of the said property and the Vendor further covenants with the purchaser that he is the absolute owner of the same and he has good power and absolute authority to sell the same and more particularly described in the schedule hereunder written and the Vendor has got good clear and marketable title to the said property and the Vendor further covenants with the purchaser that if any time hereafter the title of the Vendor is found defective or not clear and the purchaser suffer and loss or losses due to defective title of the Vendor in that event the Vendor will indemnify such loss or losses to the purchaser.

5. NOW HEREAFTER, the Vendor aforesaid his heirs, executors, administrators and assigns shall have no right of whatsoever nature on the said property. The Purchaser has become the sole and absolute owner of the said property and he shall enjoy all rights, rents and profits accruing from the said property, without any hindrances of the Vendor, his heirs, executors, administrators and assigns.

6. That the Purchaser may get the said property transferred in his name in the records of Ulhasnagar



- 6 -

Municipal Corporation or any other offices, the Vendor agrees to sign any further papers and documents at the request and cost of the Purchaser herein.

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

Signed, sealed and delivered)
by the withinnamed Vendor)
Shri Pradeep L. Makhijani,)
in the presence of D.L.P.L.M....)

P. Makhijani

Signed, sealed and delivered)
by the withinnamed Purchaser)
Shri Ram D. Makhijani,)
in the presence of D.L.P.L.M....)

R. Makhijani

G. M. AGRAWAL
B.L.C.M. LL.P.

RECEIPT

Received sum of Rs. 40,000/- (Rs. Forty thousand only)
Advocate's Court,
BY stated in clause 1 of this Agreement from the
Purchaser.

WITNESSES :

1. *D. K. Shrivastava*
5/6/02

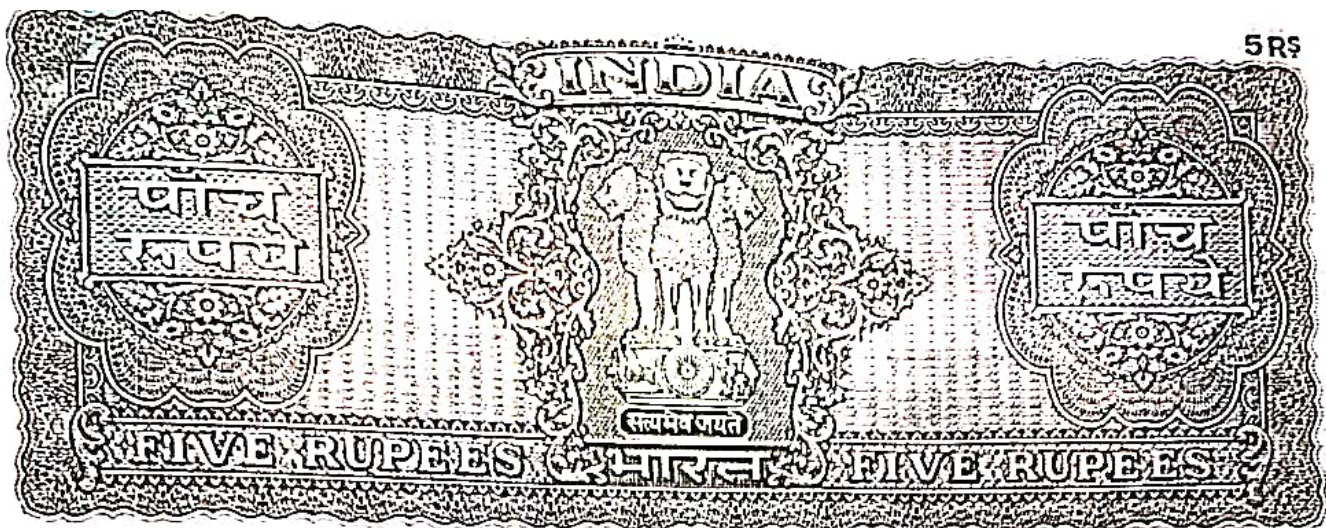
I say received

2.

P. Makhijani
Vendor.

G. K. Wadhwa
5-4-2002

G. K. WADHWA
NOTARY, CR. MUMBAI.
221, HIMALAYA HOUSE,
PALTON ROAD,
MUMBAI-400 001.



1898 21.2.83
S. No.
Issued on 21.2.83
Signature of the Cashier
M. D. M. G. S. R.

" AGREEMENT OF SALE "

This Agreement of Sale is made at Ulhasnagar, Dist. Thane on this 21st day of Feb. 1983, BETWEEN:-

M/s. Kwaliti Builders, through its prop. Shri Prakash Amulmal Banswani, Hindu, adult, aged about 30 years, residing at Room No. 16, Bk.No. 223, Ulhasnagar-1, Dist. Thane, hereinafter called the Vendor (which expression shall unless repugnant to the context or meaning thereof mean and include his legal heirs, administrators, executors, and assignees) of the FIRST PART. AND

Shri Parmanand Hundraj Sachdev, Hindu, adult, aged about 45 years, Occupation Advocate, residing at Brk. No.1626, Room No. 8, Ulhasnagar-4, hereinafter referred to as "Purchase (which expression unless repugnant to the context or meaning thereof shall mean and include his legal heirs, administrators, executors and assignees) of the OTHER PART.

Whereas the Vendor is seized and possessed of and is absolute owner of plot bearing No. 752, Section 7-B, situated opposite Brk. No. 492, Ulhasnagar-2.

contd.....2/-

- 2 -

WHEREAS the Vendor has constructed a residential building on the said plot ^{with} ~~after getting~~ the building plans approved by the Ulhasnagar Municipal Council, and the necessary ^{regularised} ~~completion~~ Certificate has been issued in respect of the said Building by the Ulhasnagar Municipal Council vide letter No. BMC/T.C.C/535/92 dated 17/12/1992.

WHEREAS the Vendor commenced and completed the construction of the said building in accordance with the said approved plans, in the name of 'Satyam Apartments' consisting of different sizes of flats and shops on the ground floor.

Whereas the Purchaser is desirous of purchasing a Shop in the said 'Satyam Apartments' consisting of built up area of 130 Sq. Yds. situated on Ground floor and bearing Shop No. FIVE(5) and the Vendor is willing to sell and said shop to the purchaser for a total consideration of Rs. 13,000/- (Rupees Thirteen thousand only), subjected to following terms and conditions mutually agreed upon by and between both the parties :-

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. That Vendor has received a total sum of Rs. 13,000/- (rupees Thirteen thousand only) from the purchaser, towards the full and final cost of the said shop the receipt whereof the Vendor doth hereby admits and acknowledge and the Vendor hereby discharges the Purchaser forever.
2. That the Vendor has delivered the vacant and physical possession of the said shop in the said building known as Satyam Apartment bearing No. 5 (FIVE) on Ground floor, Ulhasnagar-2.
3. That the Vendor assures the purchaser that the said plot and the building constructed thereon, i.e. Satyam Apartment are free from all encumbrances including lien,

contd.....3/-

charge, mortgage and that title in respect of the said plot and building is clear and marketable.

4. That the Vendor assures that he has not created any charge lien, mortgage or any legal or equitable right against or in respect of the said shop and that the Vendor is fully entitled to sell the said shop.
5. That the Vendor transfers along with the said shop all the fittings and furniture fixtures made to or in the said shop and that the Purchaser entitled to all the common amenities now available or to be made available in future.
6. That the Vendor shall provide all the assistance and co-operation for the purpose of forming a registered co-operative society or any other Association or body according to the law.
7. That the Vendor shall pay all the rates, taxes, water supply charges, electric meter charges and other maintenance and service charges, and any other dues and levies of Municipal Council or Govt. and public authorities in respect of the said 'Satyam Apartment' building including the said shop till the date hereof.
8. That the Vendor shall sign all the document, receipts and vouchers and other necessary papers in respect of the said shop in favour of the purchaser or his nominee for complete and absolute sell, transfer and conveyance of the said shop at the request and expenses of the Purchaser for more perfectly assuring the said shop to the Purchaser.
9. That the Vendor shall at the request of the Purchaser give inspection of the original documents title deeds, Building plans etc pertaining to the said building and the said shop.

In Witness whereof the parties have signed this agreement at Ulhasnagar on the date month and year, first mentioned hereinabove, in the presence of the witnesses.

WITNESSES :-

1. M. K. K. K.
M. K. K. K.
M. K. K. K. - 1

2. M. K. K. K.
B.K. No. A/35/145
Ulhasnagar - 1

M. K. K. K.
VENDOR.

M. K. K. K.
PURCHASER.