

Lila- 9423724530

80/6775

पावती

Original/Duplicate

Thursday, April 27, 2023

नोंदणी क्र.: 39म

10:23 AM

Regn.: 39M

पावती क्र.: 7614

दिनांक: 27/04/2023

गावाचे नाव: विरार

दस्तऐवजाचा अनुक्रमांक: वसई2-6775-2023

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: लीला मधुकर राठोड --

नोंदणी फी

रु. 29000.00

दस्त हाताळणी फी

रु. 720.00

पृष्ठांची संख्या: 36

मूळ दस्त परत दिला

एकूण:

रु. 29720.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

10:42 AM ह्या वेळेस मिळेल.

बाजार मूल्य: रु. 2658800/-

मोबदला रु. 2900000/-

भरलेले मुद्रांक शुल्क : रु. 174000/-

1) देयकाचा प्रकार: DHC रकम: रु. 720/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 2604202316905 दिनांक: 27/04/2023

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: रु. 29000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH001178120202324M दिनांक: 27/04/2023

बँकेचे नाव व पत्ता:

सह. पुणे निबंधक वर्ग-२
वसई क्र. २ (विरार)

Rathod



वसई क्र.-२		
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AGREEMENT FOR SALE

ARTICLES OF AGREEMENT is made and entered into at VIRAR, on this 27th day of April, 2023 BETWEEN **MR. ANIKET ANIL DESHMUKH**, (PAN - BVSPD4934N), age 30 years, residing at Flat No. A/304, Third Floor, Viva Dronagiri Co-operative Housing Society Ltd., Viva Girivihar, Manvelpada Road, Virar (East), Taluka Vasai, District Palghar, PIN 401 305, hereinafter called "**THE TRANSFEROR**" (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 FIRST PART;

A N D

LILA MADHUKAR RATHOD, (PAN - BTGPR4533M), age 37 years, residing at 1A-304, N.G. Enclave Co-operative Housing Society, Manvelpada Road, Behind Shastri Vidyalaya, Virar (East), Taluka Vasai, District Palghar, PIN 401 305, hereinafter called "**THE TRANSFEREE**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include her heirs, executors, administrators and assigns) of the SECOND PART;

WHEREAS :-

- VIVA HOMES have constructed the Building known as "DRONAGIRI" being Building No. 1 in the entire Scheme known as "VIVA GIRIVIHAR", on Non-Agricultural land bearing Survey No. 236, Hissa No. 1, Survey No. 243, Hissa No. 2, Survey No. 247, Hissa Nos. 3, 4, Survey No. 248, Hissa Nos. 2B, 3, Survey No. 249, lying, being and situated at Village Virar, Taluka Vasai, District Palghar (old District Thane), within the area of Sub-Registrar at Vasai.
- The said land has been converted into Non-Agricultural by the Collector of Thane, vide its Order bearing No. REV/DESK-I/T-IX/ NAP/SR-07/98, dated 12/03/1999.
- The City and Industrial Development Corporation of Maharashtra Limited (CIDCO) have granted the Part Occupancy Certificate for the said building vide its letter bearing No. CIDCO/VVSR/BP-2222 & 2223/W/1676, dated 22/11/2000.

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- 2 -

d) By an Agreement dated 11th October, 2000, registered in the Office of Sub-Registrar at Vasai - 2 (Virar), under document No. Printed 5197 on 11th October, 2000; VIVA HOMES (therein called "the Builders") sold the Flat bearing No. A/304, on the Third Floor, admeasuring 495 Square feet i.e. 46.00 Square metres (Built-up area), in the Building known as "DRONAGIRI" being Building No. 1 in the entire Scheme known as "VIVA GIRIVIHAR", constructed on Non-Agricultural land bearing Survey No. 236, Hissa No. 1, Survey No. 243, Hissa No. 2, Survey No. 247, Hissa Nos. 3, 4, Survey No. 248, Hissa Nos. 2B, 3, Survey No. 249, lying, being and situated at Village Virar, Taluka Vasai, District Palghar (old District Thane), within the area of Sub-Registrar at Vasai (hereinafter for brevity's sake collectively referred to as "the said Flat" and more particularly described in the Schedule hereunder written), to MR. RAMESH T. GILATAR, on the terms and conditions mentioned in the said Agreement.

e) The Society of the Flat purchaser/s in the said building was formed and registered under the Maharashtra Co-operative Societies Act, 1960, known as "VIVA DRONAGIRI CO-OPERATIVE HOUSING SOCIETY LTD.", bearing Registration No.TNA/(VSI)/HSG/(TC)/13780/2002-2003, dated 14/06/2002.

f) By an Agreement for Sale dated 16th January, 2020, registered in the Office of Sub-Registrar at Vasai - 2 (Virar), under document No. VSI 2 - 967 - 2020 on 16th January, 2020; MR. RAMESH T. GILATAR sold and transferred the said Flat to MR. ANIKET ANIL DESHMUKH (hereinafter called "the Transferor"), on the terms and conditions mentioned in the said Agreement.

g) The Transferor is the member of "VIVA DRONAGIRI CO-OPERATIVE HOUSING SOCIETY LTD.", a Co-operative Society, duly registered under the Maharashtra Co-operative Societies Act, 1960, bearing Registration No.TNA/(VSI)/HSG/(TC)/13780/2002-2003, dated 14/06/2002, situated at Manvelpada Road, Virar (East), Taluka Vasai, District Palghar, within the area of Sub-Registrar at Vasai and hereinafter for brevity's sake collectively referred to as "the said Society" and as such member the Transferor holds five (5) fully paid-up shares of the said Society and of the face value of Rs. 50/- each, bearing distinctive numbers from 66 to 70 (both inclusive), entered in the Share Certificate No. 00014, dated 3rd August, 2003 (hereinafter for brevity's sake collectively referred to as "the said Shares").



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- h) The Transferor has paid all the dues in respect of the said Flat to the Society.
- i) The Transferor is ready and willing to sell, assign and transfer right, title and interest in the said Flat and the said Shares to the Transferee, which the Transferee has agreed to purchase for a lump sum price of Rs.29,00,000/- (Rupees Twenty Nine Lakhs Only).
- j) The Transferor has obtained home loan against the mortgage of the said Flat from STATE BANK OF INDIA and the said Flat is presently mortgaged with them as security for the abovementioned loan.
- k) The said Flat is being purchased by the Transferee for residential purpose and to which the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 shall apply.
- l) The Transferee has agreed to purchase and acquire from the Transferor all the right, title and interest of the Transferor in the said Flat and the said Shares on the terms and conditions hereinafter appearing;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

- 1) The Transferor has agreed to sell and transfer his right, title and interest to the Transferee in the said Flat and the said shares for a total consideration of Rs.29,00,000/- (Rupees Twenty Nine Lakhs Only), which the Transferee has agreed to purchase and acquire for the said price.
- 2) The Transferee has paid to the Transferor a sum of Rs.3,00,000/- (Rupees Three Lakhs Only) as and by way of part consideration money on the day of the execution of this agreement and further the Transferee has agreed to pay the balance amount of Rs.26,00,000/- (Rupees Twenty Six Lakhs Only) within 45 (forty five) days from the date of execution of this agreement, as under :

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- a) the Transferor's outstanding home loan in respect of the said Flat of STATE BANK OF INDIA shall be paid by the Transferee on obtaining home loan against mortgage of the said Flat,
- b) the amount remaining after clearance of the Transferor's aforesaid outstanding home loan shall be paid to the Transferor from the Transferee's home loan and any difference, if any, shall be paid by the Transferee from own source.
- 3) It is hereby agreed that in respect of any amount payable by the Transferee to the Transferor under or by virtue of this Agreement the Transferor shall have a first lien and charge on the said Flat so long as the same shall remain unpaid.
- 4) The Transferor shall hand over peaceful and vacant possession of the said Flat to the Transferee immediately after receiving full consideration amount.
- 5) The Transferor has delivered to the Transferee, xerox copy of the aforesaid Agreements dated 11th October, 2000, 16th January, 2020.
- 6) The Transferor declare that no person except himself has any share, right, title or interest of whatsoever nature in the said Flat and further declares that he has not entered into any agreement for sale, agreement to lease or any other agreement in respect of the said Flat or any part thereof and that except the home loan of STATE BANK OF INDIA mentioned above, no other loans have been obtained by the Transferor by mortgaging the said Flat or any portion thereof. Further, the Transferor has agreed to get clear all obstacles with his own costs and expenses, if any.
- 7) The Transferor hereby declares that he has paid all dues towards the municipal house tax, water charges, electric charges, maintenance charges etc., in respect of the said Flat for the period ending on the day previous to the execution of this Agreement. The Transferor hereby agrees and undertakes to indemnify and keep indemnified the Transferee against payment of such charges for the said period.

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- 8) The Transferee shall have no claim save and except in respect of the Flat hereby agreed to be purchased by her, the common passages and the common amenities provided by the Builders in the said Flat.
- 9) The Transferee shall not throw nor shall allow or caused to be thrown any dirt, rubbish or garbage or any other refuse out of her Flat or any part thereof of the said building.
- 10) The Transferor shall sign the necessary transfer forms for the transfer of the municipal house tax, electric meter, deposits in respect of the said Flat to the name of the Transferee. The Transferee shall get the municipal house tax and electric meter in respect of the said Flat transferred in her own name at her own costs and expenses.
- 11) The Transferee hereby covenant to keep the walls, sewers, pipes and appurtenance thereto belongings in good and tenantable condition so as to support the shelter and protect the parts of the said building.
- 12) The Transferee hereby agree to become member of the said Society in respect of the said Flat and to acquire the aforesaid Shares and also to abide by all the rules, regulations and by-laws for the time being of the said Society.
- 13) The Transferee shall not use nor shall allow or cause to be used the said Flat or any part thereof for any purpose which may or which is likely to cause nuisance to the occupants of other tenements in the said building nor for any illegal or immoral purpose.
- 14) The Transferee accepts the construction and fittings etc., in respect of the said Flat to be satisfactory as on the execution of this Agreement and shall not call upon the Transferor to cause any additions, alteration or repairs to the Flat occupied by her nor shall hold the Transferor liable for any defects in the said construction.
- 15) The Transferor hereby declares that he has full right and absolute authority to transfer the said Flat and the said Shares to the Transferee and that he has not done or committed any act, deed or thing whereby the said Shares or the said premises or his right, title or interest in the said Society have become charged,

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encumbered or otherwise prejudicially affected in any manner whatsoever or whereby he has been in any way prevented from transferring or assigning his right, title and interest in the said Society or in the said premises or in the said Shares to the Transferee.

16) The Transferee shall be entitled to have and hold the possession, occupation and use of the said Flat and the Transferee shall hold the same unto and to the use and benefit of the Transferee, her heirs, successors and assigns forever, without any claim, charge, right, interest, demand or lien of the Transferor or any person or persons claiming through, under or in trust for him, subject to payment by the Transferee of all taxes, assessments, charges, duties and calls made by the Society, Government or Local Authority from the date of handing over possession of the said Flat to the Transferee.

17) Save as otherwise provided herein above all out of pocket costs, charges and expenses for and incidental of this Agreement, stamp duty, registration fee and other deeds, documents and writings to the execution of and in pursuance thereof, shall be borne and paid by the Transferee alone and each party shall bear and pay their own Advocate's fees. The transfer fees/charges payable to the said Society for the transfer of the said Flat shall be paid by the Transferor alone.

18) This Agreement is subject to the provisions of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Maharashtra Co-operative Societies Act, 1960 with Rules made thereunder.

THE SCHEDULE ABOVE REFERRED TO

Flat No. A/304, on the Third Floor, admeasuring 495 Square feet i.e. 46.00 Square metres (Built-up area), in the Building known as "DRONAGIRI" and the Society known as "**VIVA DRONAGIRI CO-OPERATIVE HOUSING SOCIETY LTD.**", being Building No. 1 in the entire Scheme known as "VIVA GIRIVIHAR", constructed on Non-Agricultural land bearing Survey No. 236, Hissa No. 1, Survey No. 243, Hissa No. 2, Survey No. 247, Hissa Nos. 3, 4, Survey No. 248, Hissa Nos. 2B, 3, Survey No. 249, lying, being and situated at Village Virar, Taluka Vasai, District Palghar (old District Thane), within the area of Sub-Registrar at Vasai.

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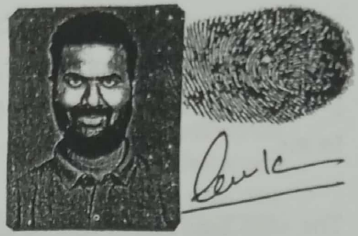


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IN WITNESSES WHEREOF THE PARTIES HERETO HAVE
HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE
HANDS ON THE DAY AND YEAR FIRST HEREINABOVE
WRITTEN.

SIGNED AND DELIVERED by the)
withinnamed "THE TRANSFEROR")
MR. ANIKET ANIL DESHMUKH,)
in the presence of.....)



WITNESSES :-

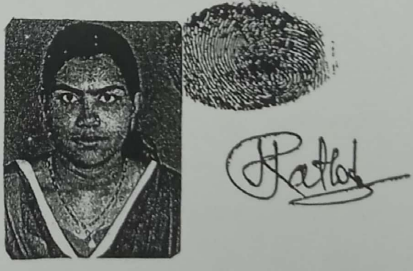
1.

Name :- Mr. Ankush Babu Jadhav
Address :- 1A-304, N.G. Enclave Co. So.
Manvelpada Road, Behind Shastri Vidyalay,
Virar (E) - 401305 (MH).

2.

Name :- Mr. Sankebh. S. Gije.
Address :- A9 Mirza shopping centre
virar (E) 401, 305

SIGNED AND DELIVERED by the)
withinnamed "THE TRANSFEREE")
LILA MADHUKAR RATHOD,)
in the presence of.....)



WITNESSES :-

1.

2.



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फाईल नं०

शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

अधिका कर्मागार कॉम्प्लेक्स, दुसरा मजला, वसई (पूर्व), जि. ठाणे ४०१ २१० दुरधनी: (११२) - ३३४४६६ - ३३४४६७ फॅक्स: ३३४४६६ एम टी डी: ०२५०

संदर्भ क्र.: CIDCO/VVSR/BP-2222 & 2223/W/ दिनांक: ...

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प्रमाणित	EGW / २०२०
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PART OCCUPANCY CERTIFICATE

I hereby certify that the development of Residential Building Nos. 1, 6 & 8, with built up area 6353.185 Sq.mt. on land bearing S. No.236, H.No.1, S.No.243, H.No.2, S.No.247, H.No.3 & 4, S.No.248, H.No. 2B & 3, S.No.249, Village Virar, Taluka Vasai. Dist:Thane, completed under the supervision of M/s. J.P. Mehta & Associates, (Licence/Registration No.M/304/LS) and has been inspected on 18/11/2000, and I declare that the development has been carried out in accordance with regulations and the conditions stipulated in the Commencement Certificate No.CIDCO/VVSR/BP-2222 & 2223/W/1365 dated 13/02/1998 & Ammended plan approval vide letter dated 07/04/98, 30/11/98, 22/10/99 & 28/06/2000, issued by the CIDCO and permitted to be occupied subject to the following conditions:-

1. No physical possession to the residents shall be handed over by the applicant developers/owner unless power supply and water is made available in the flat.
2. You will have to provide necessary infrastructural facilities on site and also the improvement/repairs to them will have to be done at your own cost and risk to the standards that may be specified by the Planning Authority any time in future. These infrastructure are mainly the drainage arrangement for storm water disposal by putting pump rooms etc., electric arrangements and improvement, shifting of poles to suitable locations, collection of solid waste, arrangement for conveyance and disposal of sullage and sewage without creating any insanitary conditions in the surrounding area, channelisation of water courses etc. if any.



नोंदणीकृत कार्यालय: 'विर्मल', दुसरा मजला, गोरियन रोड, मुंबई - ४०० ०२१, दुरधनी: २०२ २४ २०, २०२ २५ ७९ फॅक्स: ००-११-२२२५०३३३
 मुख्य कार्यालय: 'सिद्धो' मकन, सी. बी. डी., बेलापुर, मवी मुंबई - ४०० ६१४, दुरधनी: ७५७ १२ ५१/५२/५३/५४/५५/५६/५७/५८ फॅक्स: ७५७ १० ६६



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पत्राचार

शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

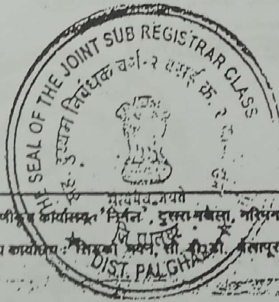
शांभवा कृपासिंघ कॉम्प्लेक्स, दुसरा मजला, वसई (पूर्व), जि. ठाणे ४०१ २१० दुरध्वनी : (११२) - ३३४४८६ - ३३४४८७ फॅक्स : ३३४४६६ एत.टी.सी : ०२५०

संदर्भ क्र. :-

दिनांक :-

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दस्त क्रमांक EGO 12020
TE 138

- Notwithstanding anything contained in the occupancy certificate conditions it shall be lawful for the Planning Authority to direct the removal or alteration of any building or structure erected or use contrary to the provision of this sanction. Planning Authority may cause the same to be carried out and recover the cost of carrying out the same from grantee/successors and every person deriving titles through or under them.
 - You are suggested to provide a solid waste disposal unit at a location accessible to the Municipal sweepers, to store/dump solid waste in 2 compartments of 0.67 CUM. & 1.33 CUM. capacity for every 50 tenements or part thereof for non-bio degradable & bio-degradable waste respectively.
 - The Special Planning Authority reserves the right to enter the premises for inspection of maintenance of infrastructure facilities during reasonable hours of the day and with prior notice.
 - This certificate of occupancy is issued only in respect of 163 Flats & 50 Shops contained in Three nos. of building (Building Nos. 1, 6 & 8).
 - Also you shall submit a cloth mounted copy of the As-Built drawings, without which the security deposit will not be refunded.
- One set of As built drawing duly certified is returned herewith for your record.



H. U. Rai
(H. U. RAI) 22.11

EXECUTIVE ENGINEER (BP) VV

A. J. Jadhav

नोंदणीकृत कार्यालय: 'विनि', दुसरा मजला, शिवाजी चौक, मुंबई - ४०० ०२१. दुरध्वनी : २०२५४२४२४२२५०१ फॅक्स : ००-११-२२-२०२२५०१
मुख्य कार्यालय: शिवाजी चौक, वा. २, मजला, शिवाजी चौक, मुंबई - ४०० ६१४. दुरध्वनी : ४५० १२ ४१/४२/४३/४४/४५/४६/४७/४८/४९ फॅक्स : ००-११-२२-४५०१०६६



गावाचे नाव : विरार

1) विनेखाचा प्रकार	करारनामा
2) मोबदला	2900000
3) बाजारभाव (भाडेपट्ट्याच्या बाबत पट्टाकार आकारणी देतो की पट्टेदार ते समुद कराचे)	2658800
4) भू-सापन, पोटहिस्सा व घरक्रमांक (अमल्याम)	1) पालिकेचे नाव: पालघर इतर वर्णन : , इतर माहिती: , इतर माहिती: मोजे विरार, विभाग 3, सर्वे क्र. 236, हिस्सा क्र. 1, सर्वे क्र. 243, हिस्सा क्र. 2, सर्वे क्र. 247, हिस्सा क्र. 3, 4, सर्वे क्र. 248, हिस्सा क्र. 2 व, 3, सर्वे क्र. 249, मदनिका क्र. ए/304, तिसरा मजला, क्षेत्र 46.00 चौ.मीटर विल्ट अप, (द्रोणागिरी), विवा द्रोणागिरी को-ऑप. हौसिंग सोसायटी लि., विवा गिरीविहार, विल्डींग क्र. 1, विरार पूर्व, तालुका वसई (महिला खरेदी करत अमल्याने शामन आदेश क्र. मद्रांक 2021/110R.12/CR.107/M-1 (धोरण) दि. 31/03/2021 च्या आधारे 1% मुद्रांक माफी) (Survey Number : 236, 243, 247, 248, 249 ; HISSA NUMBER : 1, 2, 3, 4, 2 व, 3 ;)
5) क्षेत्रफळ	1) 46.00 चौ.मीटर
6) आकारणी किंवा गुडी देण्यात असेल तेव्हा.	
7) दस्तगवेज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्याम, प्रतिवादिचे नाव व पत्ता.	1): नाव:-अनिकेत अनिल देशमुख -- वय:-30; पत्ता:-प्लॉट नं: मदनिका क्र. ए/304, माळा नं: निमग मजला, इमारतीचे नाव: विवा द्रोणागिरी को-ऑप. हौसिंग सोसायटी लि., ब्लॉक नं: विवा गिरीविहार, रोड नं: मनवेलपाडा रोड, विरार पूर्व, तालुका वसई, महाराष्ट्र, ठाणे. पिन कोड:-401305 फॅन नं:-BVSPD4934N
8) दस्तगवेज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्याम, प्रतिवादिचे नाव व पत्ता	1): नाव:-लीला मधुकर राठोड -- वय:-37; पत्ता:-प्लॉट नं: 1ए-304, माळा नं: -, इमारतीचे नाव: एन.जी.एन.क्लब को-ऑप. हौसिंग सोसायटी, ब्लॉक नं: शास्त्री विद्यालयाच्या मागे, रोड नं: मनवेलपाडा रोड, विरार पूर्व, तालुका वसई, महाराष्ट्र, ठाणे. पिन कोड:-401305 फॅन नं:-BTGPR4533M
9) दस्तगवेज करून दिल्याचा दिनांक	27/04/2023
10) दस्त नोंदणी केल्याचा दिनांक	27/04/2023
11) अनुक्रमांक, खंड व पृष्ठ	6775/2023
12) बाजारभावाप्रमाणे मुद्रांक शुल्क	174000
13) बाजारभावाप्रमाणे नोंदणी शुल्क	29000
14) शेर	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.