

भारतीय गैर न्यायिक
एक सौ रुपये

रु. 100



Rs. 100
ONE
HUNDRED RUPEES

भारत INDIA
INDIAN NON JUDICIAL

24 SEP 2007

Stamp Office, Mumbai

No. 248
MAHARASHTRA

21 SEP 2007

Proper Officer
M. D. Kadam

श्री
मंजुला वि. शर्मा परवाना धारक AU 374386

C/o. फ्लॉर 5, सेक्टर नं. 8, न्यु मासिमी अपार्टमेंट
महाकली मुंबई (पूर्व) मुंबई - १३

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श्रीमती / श्री
पाना न्यायिकर मुद्रांक

D. P. MISHRA
Advocate High Court

पदांक विवेकाधी सही



AGREEMENT

ANNEXURE NOT REGISTERED,

THIS AGREEMENT FOR SALE is made and entered into at Mumbai this 24th day of September, 2007: BETWEEN: **MR. RAJESH SHANKAR KADAM**, aged _____, years, Indian Inhabitant of Mumbai, presently residing Room No. B/5, Charkop Bhaktiyog Co-operative Housing Society Ltd. Plot No. 855 RSC-12, Sector No. 8, Charkop, Kandivali (W), Mumbai - 400067, hereafter called and refer to as **"THE VENDOR"** (which expression shall unless it be repugnant to the context or the meaning thereof shall mean and include his heirs, executor, administration and assign) of the **ONE PART;**

AND

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And whereas the VENDOR has paid upto date land cost and also paid upto date construction cost of the said room and VENDOR has also cleared Society's monthly out goings, taxes, electricity bill, and etc. upto date.

And whereas the vendor has acquired another accommodation elsewhere and therefore agreed to assign and transfer all his/her rights, title and interest in the abovesaid room in favor of the Purchaser for the Total Cost Price/Construction Amount of **Rs. 3,00,000/- (RUPEES THREE LAKH ONLY)**.

And whereas the Purchaser has accepted the offer of the Vendor with Liability to repay the balance land cost, and society's further out goings, electricity charges taxes in respect of the said room to concerned authority directly on the following terms and conditions as mutually agreed by and between the parties hereto as under.

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

1. The VENDOR hereby transfers and assigns all his/her rights and interest in respect of the above said room including its occupancy, possessory, ownership rights and membership shares, title and interest in the said society unto and in favor of the Purchaser forever and absolutely from the date of execution hereof for the total cost price/consideration amount of **Rs.3,00,000/- (RUPEES THREE LAKH ONLY)**.

Shri N. Bheradaj

P. Bheradaj

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2. The PURCHASER agrees to pay to the VENDOR the balance full and final consideration amount of **Rs.3,00,000/- (RUPEES THREE LAKH ONLY)**.

3. The VENDOR shall handover to the Purchaser, all the documents / N.O.C. as required by the PURCHASER as the PURCHASER shall have to avail of the loan facility to meet his commitments to purchase the said Room.

4. The PURCHASER has paid to the VENDOR the sum of **Rs.3,00,000/- (RUPEES THREE LAKH ONLY)** on or before execution of this Agreement, being the full consideration amount, as per the particulars mentioned in the receipt hereafter (the payment and receipt whereof the VENDOR do hereby admits and acknowledges).

5. The VENDOR shall hand over to the PURCHASER the vacant and peaceful possession of said Room against receiving full and final consideration amount of this agreement after which there shall be no claim of whatsoever nature in the said Room or any part thereof either from the VENDOR or from anybody claiming through under or in trust for the VENDOR. The PURCHASER shall thereafter be the sole, absolute and exclusive owner of the rights which the VENDOR has in the said Room and the shares.

The VENDOR hereby declares that:

a) The VENDOR has not entered into any agreement with any other person/s in respect of the said Room.



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Shri N. B. Bhandari

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

SCHEDULE OF THE PROPERTY

All the piece and Parcel of the Tenement /Room No. B/5, in the Society known Charkop Bhaktiyog Co-operative Housing Society Ltd., Plot No. 855 RSC-12, Sector No. 8, Charkop, Kandivali (W), Mumbai 400067, admeasuring 25 sq mt. Built-up Area structure i.e. Cluster, Single Brick Wall covered with Cement/Asbestos Sheet as roof, as per copy of approved M.H. & A. D. Authority plan, and the same has been constructed on the plot of land bearing SURVEY / C/V.S. No. 41 of VILLAGE: Charkop / Kandivali, Municipal "R/Central" Ward, TALUKA: BORIVALI, within the Registration District and Sub-Registration District, of Mumbai.

SIGNED AND DELVERED by the)
Withinnamed VENDOR)
MR. RAJESH SHANKAR KADAM)
the presence)
Witness: _____)

R. Kadam



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SIGNED AND DELVERED by the)
Withinnamed PURCHASER)
MRS. SHEELA NITIN BHANDARE)
the presence)
Witness: _____)

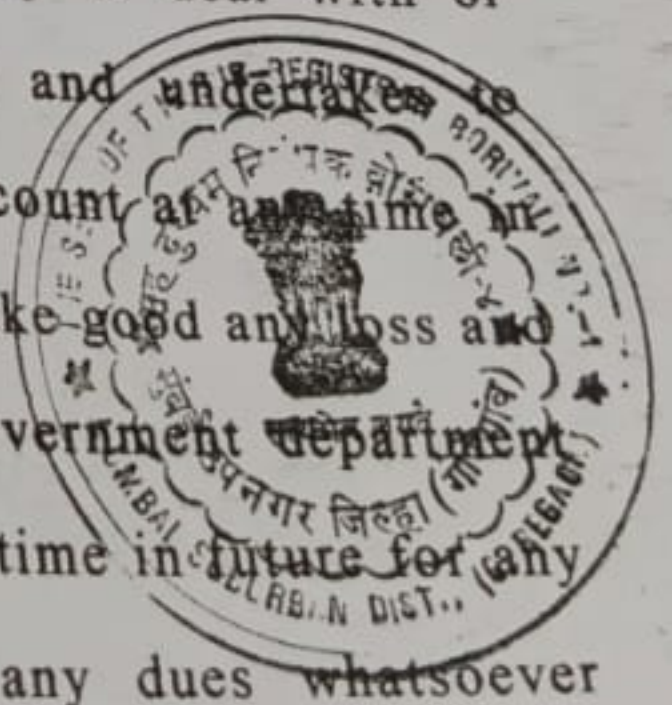
Sheela N. Bhandare



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- b) He has not assigned/transferred his rights, title and interest in the said Room and/or the shares to any other person/s;
- c) Except the VENDOR no other persons/s have any right, title and interest in the said Room/shares and he being the member of the said society has got full and absolute right to assign and transfer his rights in the said Room in favor of the PURCHASER.
- d) There is no claim or demand of whatsoever nature from any of his legal heirs, family members, nominees or any other person on the said Room or any part thereof and/or the shares either by way of sale, charge, trust, gift, lien and/or otherwise of whatsoever.
- e) That no suit, proceedings, litigations etc. are pending in respect of the said Room nor the said Room is in dispute or subject matter in any court of law;
- f) That there is no prohibitory order or injunction from any authority restraining the transfer of the said Room.

The VENDOR do hereby declares that the said Room and the said shares are free from any encumbrances, claims, demands whatsoever and that he has full power and absolute authority to deal with or dispose off the same and the VENDOR agrees and undertakes to indemnify and keep the PURCHASER on this account at any time in future. The VENDOR agrees and undertakes to make good any loss and settle any claims of the Society and/or any Government department local body or authority that may be made at any time in future for any acts or defaults made by the VENDOR for any dues whatsoever including the lease rent and all other taxes, levies, penalty for non-



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Shanker N. Sherkhale

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MR/MRS. SHEELA NITIN BHANDARE
years, Indian Inhabitant, residing at D-8, Gokul Co-op. Housing Society
Ltd., Plot No. 9, Gorai-I, Borivali (West), Mumbai - 400 091,

hereafter called "THE PURCHASER" (which
shall mean and include his heirs, executors, administration and assign) of the
OTHER PART;

Whereas the Vendor is the original allottee in respect of the above said
Room No B/5, *admeasuring 25 sq. mt. built up area*, area at Charkop
Bhaktiyog Co-operative Housing Society Ltd., Plot No. 855 RSC-12, Sector
No. 8, Charkop, Kandivali (W), Mumbai 400067, which was allotted to the
vendor by the M.H. & A.D. Board under World Bank Project (herein after for
sake of brevity referred to as the said room); and vendor is holding all the
documents in support of the her/his title to the said room.

And whereas the VENDOR is the bonafide member of the **CHARKOP
BHAKTIYOG CO-OPERATIVE HOUSING SOCIETY LTD**, a Society
registered under the M.C.S Act, 1960 under Registration No. MUM / MHADB
/ HSG.W.O.[T.O.] / 12344 / 2004-05 hereinafter referred to as "the said
Society", and by virtue of the membership in the said Society, **THE VENDOR**
is holding five fully paid up Shares of Rs. 50/- each bearing **Distinctive No.**
_____ to _____ (both inclusive) under Share Certificate No. _____
the said Society.



And whereas the VENDOR is in exclusive use, occupation and
possession of the said Room and cleared all dues, out going, taxes, etc. upto
date.

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Sheela N. Bhandare

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