

DEED OF RECTIFICATION

THIS DEED OF RECTIFICATION is made and entered in Thane on this 21st day of October, 2015

BETWEEN

MR. MANGESH DATTATRAYA JOGLEKAR, PAN ABGPJ4135L, Indian Inhabitant, having address at A/4, Parija Chendani Koliwada, Thane (E) - 400603, hereinafter referred to as the "TRANSFEROR" (which expression shall unless it be repugnant to the context or meaning thereof and to mean and deemed to include his heirs, executors, administrators and assigns) **THE PARTY OF THE FIRST PART.**



टनन - १
दस्त क्रमांक १५६५/२०१५
२ / १२

AND

1) MRS. VIDYA VASANT DATAR, age 60 years, PAN : ABAPD8669D, 2) MR. VASANT LAXMAN DATAR, age 64 years, PAN : AAOPD0838P, and 3) MR. VINAY VASANT DATAR, age 28 years, PAN : AMIIPD6030A, all Indian Inhabitants, having address at B-103, Gurudata Joshi Wada, Anaji Sunder Road, Tembhi Naka, Charai, Thane (W) - 400601, hereinafter referred to as the "TRANSFEREES" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns) **THE PARTY OF THE SECOND PART.**

WHEREAS parties hereto had entered into an Agreement for Sale dated 07th day of August 2015 regarding Flat No. 203, admeasuring 232 Sq. Fts. (Carpet) area on 1st Floor, in the "Sanket Apartment", standing on the plot of land bearing Tika No. 13, City Survey No. 355, Village Thane, lying, being and situated at Charai, Thane (W) - 400601, within Registration District and Sub - District Thane and within the limits of Thane Municipal Corporation and the Said Agreement registered with Sub - Registrar, Thane 1, at Document No. TNN1-7368/2015 on dated

- 1 -
V.L. Datar
Dinger



महाराष्ट्र शासन

नोंदणीचे प्रमाणपत्र

क्रमांक टिएनए/(टिएनए)/एचएसजी/(टिसी)/ ३५३९९/सन-२०२३
या प्रमाणपत्राद्वारे प्रमाणित करण्यांत येत आहे की,

संकेत अपार्टमेंट को-ऑप.

हौसिंग सोसायटी लि.,

टिक्का नं.१३, सी.टी. एस.नं.३५५, व्हिलेज- ठाणे, चर्ई,
ठाणे (प), ता.जि.ठाणे.

ही संस्था महाराष्ट्र सहकारी संस्था अधिनियम, १९६० मधील (सन १९६१ चा महाराष्ट्र सहकारी अधिनियम क्रमांक २४) कलम ९(१) आणि कलम १५४(ब)(२) अन्वये नोंदणी क्रमांक टिएनए/(टिएनए)/एचएसजी/(टिसी)/३५३९९/दिनांक २८/०२/२०२३ ने नोंदण्यांत आलेली आहे.

उपनिर्दिष्ट अधिनियमाच्या कलम १२(१) अन्वये महाराष्ट्र सहकारी संस्थांचे नियम १९६१ मधील नियम क्रमांक १०(१) अन्वये संस्थेचे वर्गीकरण "गृहनिर्माण संस्था" असून उपवर्गीकरण "भाडेकरू सहभागिदारी गृहनिर्माण संस्था" असे आहे.

स्थळ :- ठाणे

दिनांक :- २८/०२/२०२३



(डॉ. अविनाश भागवत)

उपनिबंधक,

सहकारी संस्था, ठाणे शहर, ठाणे

AND WHEREAS after making full payment of price or consideration to the said Builders and on complying with all the terms and conditions under the said Principal Agreement, the said SMT. ASHA DATTATRAY JOGLEKAR herein, was put into vacant, peaceful and legal possession of the said Flat.

AND WHEREAS said SMT. ASHA DATTATRAY JOGLEKAR died on 21/04/2003 and due to her Will dated 07/10/1997, Said Flat transferred to her son MR. MANGESH DATTATRAYA JOGLEKAR, the TRANSFEROR herein.

AND WHEREAS the "TRANSFEROR" for his own reasons intends to transfer the said Flat to the "TRANSFEREES" along with all his rights and interest in the said Flat.

AND WHEREAS being aware of the intention of the "TRANSFEROR", the "TRANSFEREES" approached the "TRANSFEROR" and he offered to purchase and acquire the said Flat.

AND WHEREAS after negotiations the "TRANSFEROR" has agreed to sell and the "TRANSFEREES" have agreed to purchase from the "TRANSFEROR" the said Flat for the consideration and upon the terms and conditions hereinafter appearing.

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

1. The "TRANSFEROR" doth hereby agree to transfer to the "TRANSFEREES" and the "TRANSFEREES" hereby agree to acquire from the "TRANSFEROR" said Flat bearing Flat No. 203, admeasuring 232 sq.ft. Carpet area on the 1st Floor of the building known as "SANKET APARTMENT", constructed on a plot of land bearing 118a No. 13 C.T.S. No. 355, lying, being and situate at Village Thane and more particularly described in the schedule written hereunder TOGETHER WITH all his rights, title, interest therein for the price or consideration of

Not by prasad
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[Signature]

v. v. Dole
71813
[Signature]
DPPK

Rs. 15,00,000/- (Rupees Eighteen Lacs Only) to be paid as per details given below:

- 1) Rs. 5,00,000/- (Rs. Five Lacs Only) paid at the time of execution of this agreement by the TRANSFEREES to The TRANSFEROR. The TRANSFEROR doth hereby admit and acknowledge the receipt thereof.

2) Rs. 12,00,000/- (Rs. Twelve Lacs Only) to be paid on or before 15/09/2015.

3. On receipt of an amount of Rs. 18,00,000/- (Rupees Eighteen Lacs Only) being the full and final price or consideration for the said Flat, payable hereunder, as per clause 1, above the "TRANSFEROR" shall handover and put the "TRANSFEREES" in vacant and peaceful exclusive possession of the said Flat without reservation of any kind whatsoever of any nature and hereafter the said Flat shall remain the property of the "TRANSFEREES".



4. The "TRANSFEROR" shall execute and handover to the "TRANSFEREES" necessary application forms, documents and other documents to get the said Flat transferred to their name in the records of the Builders or the Society to be formed.

5. The "TRANSFEROR" doth hereby agree, admit and declare that the said Flat is free from all encumbrances, claims and demands whatsoever and that the "TRANSFEROR" has not mortgaged, charged, dealt with or otherwise disposed of the said Flat or any part thereof in any manner whatsoever.

6. All the taxes, charges, expenses and other outgoings in respect of the said Flat due and payable till the date of handing over possession of the said Flat shall be borne and paid by the "TRANSFEROR" alone and the "TRANSFEROR" shall indemnify and keep indemnified the "TRANSFEREES" at all times in respect thereof.

7. All the taxes, charges, expenses and other outgoings in respect of the said Flat due and payable from the date of handing over possession of the said Flat shall be borne and paid by the "TRANSFEREES" alone and

Handed over to
V. S. Dhanu
15/09/2015

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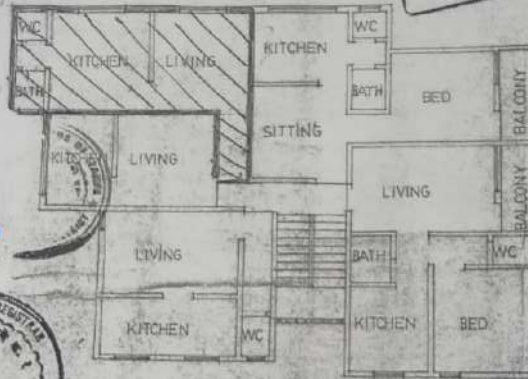
[Signature]

NAME MRS. ASHA Dattatraya Jagalekar

BLOCK NO. 203

FLOOR First

203-1
963979630
1984



Shri D. P. Chavan & Associates
Architects & Engineers
C.S. 355, T. No. 12
Charal, Thane

TYPICAL FIRST, SECOND AND THIRD FLOOR PLAN

BUILDING - ON PLOT NO. C.S. 355, T. NO. 12
CHARAL, THANE

Mr. Jagalekar

CHAVAN & ASSOCIATES
ARCHITECTS, INT. DESIGNERS, VALL
SOLANKI, SADAN, 1ST. FL. ROOM, 1
SHIVAJI PATH, THANE.



7
 SIGNED, SEALED & DELIVERED
 by the withinnamed "TRANSERBERS"
 SMT. ASHA DATTATRAYA JAGDEKAR)
)
 in the presence of.....

1. *[Signature]*
 Mrs. Asha D. Jagdekar
2. *[Signature]*
 Mrs. Mukta Y Gupta



SIGNED, SEALED & DELIVERED
 by the withinnamed "TRANSERBERS"
 (1) MRS. VIDYA VASANT DATAR)
)
 (2) MR. VASANT LAXMAN DATAR)
)
 (3) MR. VINAY VASANT DATAR)
)
 in the presence of.....

1. *[Signature]*
 (Mr. Ashan R. Malsame)
2. *[Signature]*
 Mrs. Mukta Y Gupta

[Signature]
 Y. L. Datar

[Signature]

उत्तर - 9
 दस्ता क्रमांक 63EC/2014
 6 / 93

हकीपत्र

मी, *[Signature]*.....
 यादारे चीथेन वचने की, वा दस्तखील सतनिना/
 इतरनिवा/इतरने/अंतरनिवाक नामा याकी पिती
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 पिदरेले वचने, असे दस्तखील देस माणे.

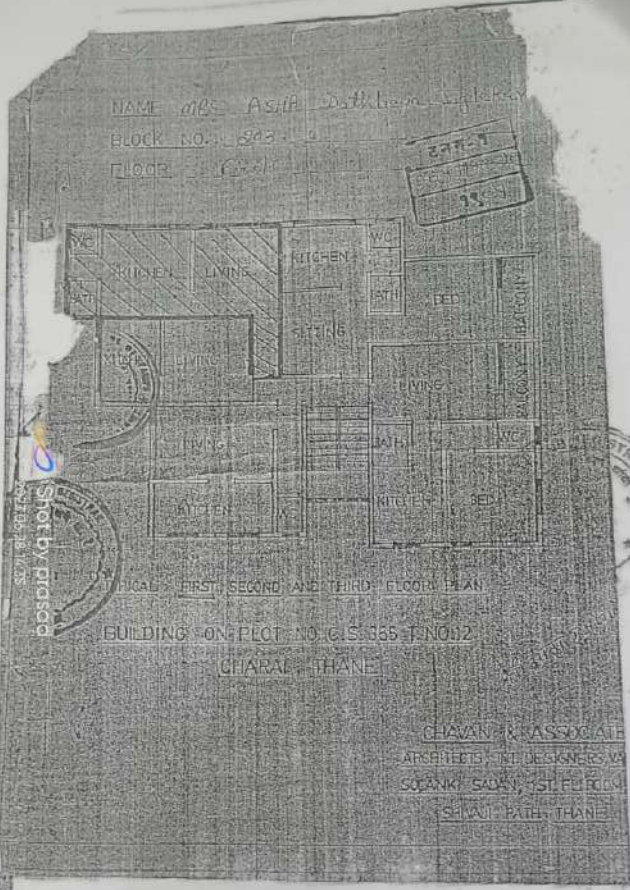
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 स्थान - *[Signature]*
 दिनांक - 18/12/15 स्थान - *[Signature]*

साक्षीना करुणाबा वीरे की, संघर
 दस्तखील सतनिना/इतरनिवाक नामा याकी पिती/
 इतरनिवा/इतरने/अंतरनिवाक नामा याकी पिती
 वादनावा वादनावा वा अंतरना अवाय बुले वादनावा
 पिदरेले वचने, असे दस्तखील देस माणे.

[Signature]
 Mr. V. Datar
 Y. L. Datar
[Signature]

NAME *Mrs. Asha Witham Sakhare*
BLOCK NO. *243-0*
FLOOR *Ground*

टनल - 9
दस्तावेज क्र. 10384/2014
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TYPICAL FIRST SECOND AND THIRD FLOOR PLAN

BUILDING ON PLOT NO. G.S. 335 T. NO. 12
CHARAL, THANE

CHAVAN & ASSOCIATE
ARCHITECTS & DESIGNERS
SOLANKI SADA, 1ST FLOOR
SEWAI PATH, THANE

टनल - 9
दस्तावेज क्र. 10384/2014
19 / 38

he shall keep indemnified the "TRANSFEROR" at all times in respect thereof.

7. The "TRANSFEEES" do hereby agree and undertake to abide by all the terms and conditions embodied in the "PRINCIPAL AGREEMENT". The "TRANSFEEES" agree to become the members of the Society or Apartment when formed, the "TRANSFEEES" shall pay and shall keep on paying to the said Builders all the taxes, water charges, maintenance charges and all other dues and outgoings and shall not withhold the same for any reasons whatsoever and shall always keep the "TRANSFEROR" indemnified in that behalf.

8. The "TRANSFEROR" shall deliver and cause to be delivered to the "TRANSFEEES" all the previous Agreements, Documents, Permissions and Registration Receipt etc. pertaining to the said Flat premises as title documents.

9. The "TRANSFEROR" has represented to the "TRANSFEEES" that:-
a) He is the absolute owner of the said Flat or other person/persons who have any interest therein.

b) He has been in exclusive physical possession and occupation of the said Flat.

c) That the Builders who constructed the said building and/or any financial institution's have no claim or whatsoever nature against the said Flat or against the "TRANSFEROR".

d) That on taking possession of the said Flat the "TRANSFEEES" shall be entitled to occupy the same without any claim or interruption from the "TRANSFEROR" or anybody claiming under him.

e) That he has paid all dues of the Builders all the dues upto date and she will intentionally and keep indemnified the "TRANSFEEES" against all or any claim or demand, including demand for stamp duty, registration fees etc. made for any period prior to the completion of this sale in respect of the said Flat.



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V. S. Srinivas
V. S. Srinivas
Srinivas

necessary to and from its estate, but at the cost of the "TRANSFEREE" herein.

14. All requests resulting in the death of the "TRANSFEROR" in the records of the Builders shall automatically stand transferred to the terms of the "TRANSFEREE" in the Builders' records on completion of sub-transfer to be effected in these premises.

15. All expenses regarding Stamp Duty and Advocate's Charges, Registration Charges shall be paid and borne by the "TRANSFEREE" alone. The amount for obtaining M.O.C. (Transfer Charges) from the Builders shall be borne and paid by the "TRANSFEREE" if any.

16. The Principal Agreement is subject to the provisions of Maharashtra Ownership Flats Act, 1963 and Apartment Act, 1979. This agreement shall continue to remain subject to the provisions of Maharashtra Ownership Flats Act, 1963 and Apartment Act, 1979.



SCHEDULE ABOVE REFERRED TO:

ALL THAT PREMISES being Flat No. 203, administering 232 APARTMENT, constructed on a plot of land bearing Tiba No. 13, C.T.S. No. 255, being and situate at Village Thane, Taluka & District Thane, within the Registration District & Sub-District of Thane and within the limits of Thane Municipal Corporation.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day, month and year first hereinaforescribed.

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M. V. D. K.
THANE
THANE
THANE

[Handwritten signature]

10. The "TRANSFEROR" doth hereby agree, admit and declare that he has full rights and absolute authority to enter into this Agreement and that he has not done or permitted or caused to be done or permitted any acts, deeds, matters and things whatsoever whereby he may be prevented from entering into this Agreement under transferring the said Flat as proposed to be done or whereby the "TRANSFEREES" may be obstructed, prevented or hindered in enjoying rights intended to be conferred upon or transferred in favour of the "TRANSFEREES" or whereby the quiet and peaceful enjoyment or immediate possession of the "TRANSFEREES" in respect of the said Flat may be disrupted and in the event it being found that the "TRANSFEROR" is or was not entitled to enter into this Agreement and to transfer his right, title and interest and the "TRANSFEREES" are or were not entitled to enjoy the same, the "TRANSFEROR" shall forthwith refund and repay, all the amount received by him from the "TRANSFEREES" and to be liable for payment of damages, if any, sustained by the "TRANSFEREES".



11. The "TRANSFEROR" doth hereby further agree and declare that he shall save, defend, keep harmless and indemnify the "TRANSFEREES" of, from and against all the former estates, titles, charges, encumbrances, whatsoever made, executed, questioned, or suffered by the "TRANSFEROR" or by other person or persons lawfully claimably claiming or to claim by, from, under or in trust from him and also against all actions, proceedings, claims and demands and damages.

12. The "TRANSFEROR" agrees to execute all deeds, matters, writings, papers, etc. in favour of the "TRANSFEREES" and to do all other incidental and necessary acts as may be needed for accomplishing the title of the "TRANSFEREES" in respect of the said Flat.

13. The "TRANSFEROR" doth hereby agree and undertake to get the said Flat along with Electric Meter No. 000015081389 duly transferred in favour of the "TRANSFEREES" herein in relevant records and for that purpose the "TRANSFEROR" herein agree and undertake to pay all such necessary applications, forms, fees, charges, costs and, etc. as may be

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Form No. 10/99-2008
10/07/2008

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Page 20 A

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धावती क्र. : 4292

दिनांक 10/07/2008

पुणे जिल्हा न्यायालय अंतर्गत - 04067 - 2008

पुणे जिल्हा न्यायालय

वापर करणारे नाव: संपत्ति दस्तऐवज नोंदणीकृत -

नॉन-पी एम	100.00
सकल (अ. 11(1)), एच/क/न/पी नकल (अ. 11(2)), रुपयता (अ. 12) व फा/क/न/न (अ. 13) -> इतर (अ. 11)	220.00
एकूण रु.	320.00

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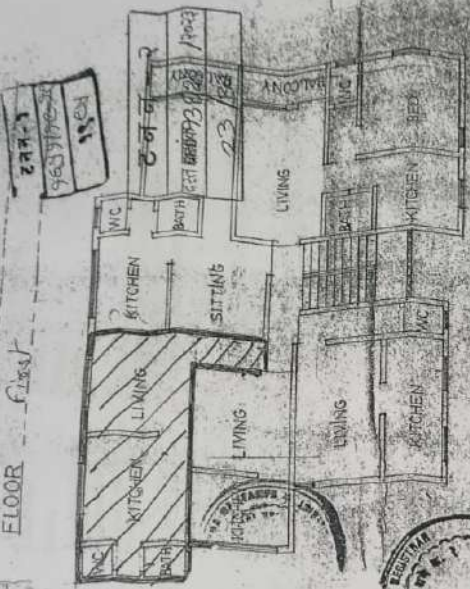
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पुणे जिल्हा न्यायालय

वापर मूल्य: 1 रु. मोठ्यात: 1 रु.
परवाना शुल्क: 0 रु.

टोल - 9
दस्तावेज क्र. 0986/2008
9C / 32

NAME Mrs. Asha D. Mathya Jayalekav
BLOCK NO. 2803
FLOOR First



PLAN 3-ULT-100-100
TYPICAL FIRST, SECOND AND THIRD FLOOR PLAN
BUILDING - ON PLOT NO. C.S. 355, T. NO. 12
CHARAL, THANE



पान नं - २
१९९७/१०३३

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

SIGNED SEALED AND DELIVERED
by the withinnamed "TRANSFERORS"

v. v. Datar

1) MRS. VIDYA VASANT DATAR



v. L. Datar

2) MR. VASANT LAXMAN DATAR



Dinsey

3) MR. VINAY VASANT DATAR

in presence of

KEM

1) Mrs. Kavita R. Mangrulkar



Dinsey

2) Mr. Parash J. Dinolkar.

SIGNED SEALED AND DELIVERED
by the withinnamed "TRANSFeree"



Happan

MRS. TANUJA SAMBHAJI HAPPAN

in the presence of

1) KEM



2) Dinolkar

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9/30/2023
90/30

:: RECEIPT ::

RECEIVED of and from **MRS. TANUJA SAMBHAJI HAPPAN (TRANSFEEE)** a sum of **Rs. 6,00,000/- (Rupees Six Lakhs Only)** being Earnest Money / Part Payment of Consideration against the sale of **Flat No. 203**, admeasuring **232 Sq. Fts. (Carpet)** area on **1st Floor**, in the building known as "**Sanket Apartment**", now society known as "**Sanket Apartment Co-Operative Housing Society Ltd.**", situated at **Charai, Thane (West) - 400601** in the following manner :

Sr. No.	Rupees	NEFT UTR No. / *Cheque No.	Dated	Drawn on
1)	Rs. 50,000/-	TDCBH2310 8000336	18/04/2023	Thane Dist. Central Co-op. Bank Ltd.
2)	Rs. 5,50,000/-	000007	16/05/2023	Thane Bharat Co-op. Bank Ltd.

Rs. 6,00,000/-

WE SAY RECEIVED

v. V. Datar

1) **MRS. VIDYA VASANT DATAR**

v. L. Datar

2) **MR. VASANT LAXMAN DATAR**

Datar
3) **MR. VINAY VASANT DATAR**

"TRANSFERORS"



WITNESSES :-

- 1) *KRM*
- 2) *Shree...*

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TRANE MUNICIPAL CORPORATION

B.P. Municipal Corporation Act, 1949 Section 253, 254 and Rule No. 6 of the Chapter III of the said Act. :

Permit No. V.P. 85

Dated 13/5/85

File No. 13

C.M.S. NO. 358

To,
Shri/Shri/ati

CHARAI उत्तर 2

CHAYAN & ASSOCIATES
FOR SMT. S.S. CHAYAN.

03/06/85
20/10
16/11/84 I have

With reference to your application dated to inform you as follows :

You have been allowed to construct the works as per accompanying plans and on the following conditions, and on the land owned by you.

1. No projection is allowed on the Municipal Land.
2. No work is allowed within R.L. of Street.
3. Equal or septic Tank privies should be constructed as per Govt.'s approved Plan.
4. It should be 50'-00" away from any well.
5. There should be two units of septic tanks.
6. The latrines should be provided with flushing apparatus and over-head tank.
7. The chamber should be provided with windows and ventilating pipes having mosquito proof wire netting.
8. The effluent should be passed throughout a soakage pit.
9. The effluent should be of a standard composition.
10. Construction should not be occupied without obtaining the completion certificate.
11. The structural responsibility will be on the owner and the Engineer.
12. The RCC wall below G.L. should be constructed between wall and Equal privy and just touching to the chamber.
13. No work should be carried on without obtaining the commencement certificate from the Municipality.
14. The work should be commenced within one year from the date of permission otherwise the permission will be lapsed.
15. The work should be carried out within the owner's land.
16. Rain water way shall have to be maintained to pass rain.
17. Pakka drain for waste disposal should be constructed upto municipal drain.
18. N.A. ERII permission from the Revenue Authorities for the proposed work be obtained and produced before 7 days of the starting the constructions work.
19. The owner and the Architect or Engineer is responsible for construction.
20. Notice shall be given before 7 days of starting the construction.
21. Municipality is not responsible to supply water for domestic or any other use.
22. Intimation in writing, should be given to this office when the construction, particularly outer walls, reaches the plinth level and the construction should not be proceeded further unless and until the certificate is obtained from this office.
23. "The no objection certificate" from the tenants residing in the structure shown to be demolished should be furnished to the municipal authorities before lining out the proposed building on the land.



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90/30 the various terms and conditions stated herein in favour of the TRANSFEREE and the TRANSFERORS have all the right, title and interest to enter into this agreement with the TRANSFEREE on the various term and conditions as stated herein.

AND WHEREAS believing the aforesaid representations the TRANSFEREE offered to purchase the said premises and right, title and interest in and upon the said premises and also along with the benefits of the membership, including the said shares of the said premises of the said society, at and for Lump-sum Price / Consideration of Rs. 31,00,000/- (Rupees Thirty One Lakhs Only).

AND WHEREAS after considering the said offer from all the angles and being found the same, fair at present market value, the same have been ultimately accepted by the TRANSFERORS and the parties hereto have decided to reduce the terms and conditions of the said agreement into writing, as follows :

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

1. The TRANSFERORS hereby agrees to sell, assign and transfer and the TRANSFEREE hereby agrees to purchase and acquire the right, title and interest in and upon the said premises being Flat No. 203, admeasuring 242 Sq. Fts. (Carpet) area on 1st Floor, in the building known as "Sanket Apartment", now spociety known as "Sanket Apartment Co-Operative Housing Society Ltd.", standing on the plot of land bearing Tika No. 13, City Survey No. 355, Village Thane, lying, being and situnted at Charai, Thane

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Handwritten signatures and names at the bottom of the page, including "Divey" and "Bhappan".

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16. The TRANSFERORS and TRANSFEREE shall indemnify and keep indemnified the said Society for any further debits, which shall accrue upon the said premises on account of pending litigations or unforeseen liabilities which are unaccounted till the date of handing over possession of the said premises to the TRANSFEREE.

17. The charges of stamp duty, registration fees, and the charges of this agreement, application, deeds, legal charges, etc, shall be borne and paid by TRANSFEREE ALONE.

18. This Agreement shall always be subject to the provisions of the Maharashtra Ownership of Flats Act, 1963 and the Rules made thereunder.

:: SCHEDULE ABOVE REFERRED TO ::

ALL THAT PREMISES bearing Flat No. 203, admeasuring 232 Sq. Fts. (Carpet) area on 1st Floor, in the building known as "Sanket Apartment", now society known as "Sanket Apartment Co-Operative Housing Society Ltd.", standing on the plot of land bearing Tika No. 13, City Survey No. 355, Village Thane, lying, being and situated at Charai, Thane (West) - 400601, within the limits of Thane Municipal Corporation, and within the Registration District and Sub-District of Thane.

T.M.C. Permit No.- V.P. 83

Date- 13/3/85



N.L. Datar Dny

15/1/81

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(West) - 400601, within the limits of Thane Municipal Corporation, and within the Registration District and Sub-District of Thane, as and for a **Lump-sum Price of Rs. 31,00,000/- (Rupees Thirty One Lakhs Only)** along with the right, title and interest in and upon the said premises and also together with the benefits of membership, shares and more particularly described in the SCHEDULE hereunder written.

2. The TRANSFEREE has paid an amount of **Rs. 6,00,000/- (Rupees Six Lakhs Only)** as and by way of **Earnest Money / Part Payment of Consideration** as more particularly described in the receipt hereunder written and the payment and receipt whereof, the TRANSFERORS hereby admit and acknowledge and hereby release, acquit and discharge the TRANSFEREE from the payment thereof absolutely and forever. The TRANSFEREE has agreed to pay the **Balance Amount of Consideration of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only)** shall be arranged by obtaining loan from any Bank / Financial Institution directly in the name of TRANSFERORS by Pay Order / D.D. / Cheque as **Full and Final Payment** after registration of this Agreement and within **30 days** from handing over Mortgage NOC from Society, all Original Document and other related paper from the TRANSFERORS to TRANSFEREE..

3. After realization of receipt of an amount of the full and final payment of consideration of the said premises, the TRANSFERORS shall put the TRANSFEREE in actual, physical, legal, vacant and peaceful possession of the said premises, to the TRANSFEREE, free from all the encumbrances charges, equity, etc.

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v. L. Dattaraj

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body or authorities asking for the payment of any nature whatsoever of the said premises.

F) The TRANSFERORS in the past, have not entered into any agreement either in the form of sale, lease, exchange, assignment or other way whatsoever and have not created any tenancy or any other rights of the like nature in the said premises and have not dealt with or dispose of the said premises in any manner whatsoever.

G) Neither the TRANSFERORS nor any of their predecessors in title has/had received any notice either from the Municipal Corporation and/or from any other statutory body or authorities regarding the requisition and/or acquisition of the said premises.

H) The TRANSFERORS have good and clear title, free from all encumbrances of any nature whatsoever of the said premises and every part thereof and there are not outstanding estates or effects by way of lease, lien, charges, inheritance, sale, gift, trust, mortgage or otherwise howsoever outstanding against the TRANSFERORS and/or against the said premises or any part thereof.

I) The TRANSFERORS are not restricted either by the Income Tax Act, Gift Tax Act, Wealth Tax Act, Estate Duty Act or under Maharashtra Land Revenue Code, U.L. Code or under any other statute from disposing of the said premises or any part thereof in the manner stated in this Agreement.

J) The TRANSFERORS have not done any act, deed, matter or thing whereby they are prevented from entering into this agreement on

V.L. Doctor
26/1/2023

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AGREEMENT FOR SALE

ARTICLES OF THIS AGREEMENT is made and entered into at Thane on this 06th day of June, 2023

BETWEEN

1) MRS. VIDYA VASANT DATAR, age 67 years, PAN : ABAPD8669D, 2) MR. VASANT LAXMAN DATAR, age 72 years, PAN : AAOPD0838P, and 3) MR. VINAY VASANT DATAR, age 35 years, PAN : AMHPD6030A, Indian Inhabitant, having address at Flat No. 203, 1st Floor, Sanket Apartment Co-Operative Housing Society Ltd., Charai, Thane (West) - 400601, hereinafter referred to as "THE TRANSFERORS" (which expression shall unless it be repugnant to the context or meaning thereof and to mean and deemed to include their respective heirs, executors, administrators and assigns) **THE PARTY OF THE FIRST PART.**

AND

MRS. TANUJA SAMBHAJI HAPPAN, age 46 years, PAN : ACEPH7156E, Indian Inhabitant, having address at Room No. 2, Chawl No. 3A, Rajiv Gandhi Nagar, Road No. 29, Near Sai Baba Mandir, Wagle Estate, Thane West - 400604, hereinafter called "THE TRANSFEREE" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators and assigns) **THE PARTY OF THE SECOND PART.**

WHEREAS by virtue of an Agreement dated 22nd day of July, 1987 (Registered with the Sub-Registrar of Thane by Deed of Declaration Doc. No. TNN1-1651/1995 dated 21/02/1996 executed between M/s. Gupta Builders, therein referred to as the "Builder" the One Part and Smt. Asha Dattatray Joglekar therein referred to as the "Purchaser" of the Other Part purchased and acquired all rights, title and interest in Flat No.



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203, admeasuring 232 Sq. Fts. (Carpet) area on 1st Floor, in the building known as "Sanket Apartment", now society known as "Sanket Apartment Co-Operative Housing Society Ltd.", standing on the plot of land bearing Tika No. 13, City Survey No. 355, Village Thane, lying, being and situated at Charai, Thane (West) - 400601, within the limits of Thane Municipal Corporation, and within the Registration District and Sub-District of Thane, which flat hereinafter referred to as the "SAID PREMISES"

AND WHEREAS Smt. Asha Dattatray Joglekar expired on 21/04/2003 leaving behind her **MR. MANGESH DATTATRAYA JOGLEKAR (Son)** as the legal heir but before her death Smt. Asha Dattatray Joglekar had prepared her will dated 07/10/1997 and as per this will her 100% Share in the said premises has bequeathed to her Son **MR. MANGESH DATTATRAYA JOGLEKAR.**

AND WHEREAS by virtue of a Registered Agreement dated 07th day of August, 2015, (Registered with the Sub-Registrar of Thane at Doc. No. TNN1-7368/2015 dated 07/08/2015) and Deed of Rectification dated 21st day of October, 2015, (Registered with the Sub-Registrar of Thane at Doc. No. TNN1-9565/2015 dated 21/10/2015) and also Deed of Sale / Transfer Deed dated 21st day of October, 2015, (Registered with the Sub-Registrar of Thane at Doc. No. TNN1-9567/2015 dated 21/10/2015) executed between Mr. Mangesh Dattatraya Joglekar therein referred to as the "Transferor" of the One Part and 1) Mrs. Vidya Vasant Datar, 2) Mr. Vasant Laxman Datar, and 3) Mr. Vinay Vasant Datar therein referred to as the "Transferees (TRANSFERORS herein)" of the Other Part purchased and acquired all rights, title and interest in Flat No. 203, admeasuring 232 Sq. Fts. (Carpet) area on 1st Floor, in the building known as "Sanket Apartment", now society known as "Sanket Apartment Co-Operative

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v. L. Datar

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The TRANSFERORS whereupon the TRANSFERORS
represented to the TRANSFEREE that :

- A) That they are the absolute and lawful owners of the said premises and are a bonafide members of the said society and no other person/s has/ have right, title or interest in the said premises and they are sufficiently entitled to deal with and or dispose off the premises.
- B) There are no suits, litigations, civil or criminal or any other proceeding pending as against the TRANSFERORS personally affecting the said premises.
- C) There are no attachments or prohibitory order as against or affecting the said premises and the said premise is free from all encumbrances or charges and/or is not the subject matter to any dependents or easements or attachments either before or after judgment. The TRANSFERORS have not received any notice either from the Government, Semi-government, Society, or Municipal Corporation regarding any of the proceedings in respect of the said premises.

D) The TRANSFERORS have not mortgaged the said premises with any institutions and the said premises is free from all encumbrances, charges, lien, etc.

E) The TRANSFERORS have paid all the necessary charges of any nature whatsoever in respect of the said premises and the TRANSFERORS have not received any notice from any statutory



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Housing Society Ltd.", standing on the plot of land bearing Tika No. 13, City Survey No. 355, Village Thane, lying, being and situated at Charai, Thane (West) - 400601.

AND WHEREAS the TRANSFERORS herein have made the entire payment of consideration to the said Mr. Mangesh Dattatraya Joglekar of such being on and thereupon, the TRANSFERORS have been put into the actual and physical possession of the said premises as the absolute and lawful owners thereof.

AND WHEREAS the TRANSFERORS are the bonafide members of the "Sanket Apartment Co-Operative Housing Society Ltd.", a society registered under Registration No. TNA/(TNA)/HSG/(TC) / 35399/2023 Dated 28/02/2023 and having right, title and interest and membership in respect of the said premises, which society hereinafter in this agreement for brevity's sake is referred to as "The Said Society" and being the members of the said society, however, as the said society has not yet issued the share certificate, as the same is formed recently, (hereinafter referred to as the SAID SHARES) and thus the TRANSFERORS have clear and marketable title in respect of the said premises and thus the TRANSFERORS are well and sufficiently entitled to the said premises and have absolute right and power to hold, occupy and deal with and dispose off the said premises and every part thereof and to dispose off the same to any third party.

AND WHEREAS the TRANSFERORS out of their own interest have decided to sell the aforesaid premises on OWNERSHIP BASIS.

AND WHEREAS the TRANSFEREE being in need of permanently suitable accommodation, came to know of the same,

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v. v. Datar

v. L. Datar

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