

Agreement Sale is executed

primary opinion

duped

50 RS.



श्री. उमीश विरवाजी भावराव वेंडर

ब्रह्मिच आवाडीमिड वी/१५ संकर गदली,

कादीचली (प.), मुम्बई-४७. 14 FEB 2000

नासु, नं - 334

श्री/श्रीमती - Talakshi P. Chheda

पाना विकसिते नाम/पुत्रीशरीयल स्टॅम्प पेपर

J. Bhacvaning
साक्षिहस्त

वेंडर.

This agreement for sale between Ramkrishna Nikam & Mr. Talakshi Chheda is also leg with in a day

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and entered into at MUMBAI this 17th of FEBRUARY, 2000 : BETWEEN: (1) SHRI RAMAKRISHNA M. NIKAM & SMT. SADHANA R. NIKAM, adult, Indian Inhabitant of Mumbai, residing at Flat No. 605, Sixth Floor, Malad Nilanjana Co-operative Housing Society Ltd., Marve Road Malad (West), Mumbai 400 064, hereinafter called "THE TRANSFERORS" expression shall unless it be repugnant to the context or the meaning thereof shall mean and include their heirs, executors, administrators and assigns) of the ONE PART; AND (1) SHRI TALAKSHI PREMJI CHHEDA & (2) SMT. RUPA TALAKSHI CHHEDA, also both adults, Indian Inhabitants of Mumbai, residing at 7th Bhanu Mansion, Khajuriya Tank Road Kandivali (West), Mumbai 400 067, hereinafter called "THE TRANSFEREES" (which expression shall unless it be repugnant to the context or the meaning thereof shall mean and include their heirs, executors, administrators and assigns) of the OTHER PART;

GENERAL STAMP OFFICE
TOWN HALL, FORT,
MUMBAI - 400023.
MAH/GS/01/01



Stamp Duty: Rs. 0028550

Special Adhesive: 14.2.00

1114472820

M. M. Pednekar
M. M. Pednekar
4 FEB 2000

Stamp Duty 27-02-00

Talakshi Chheda

WHEREAS:

a. By an Agreement dated 14th June, 1978 **MRS. PUSHPA JAI PRAKASH JAIN** agreed to sell and **SMT. SHARDABEN R. VORA** agreed to purchase Flat No. 605, On Sixth Floor, in the building known as Nilanjana situated at Marve Road, Malad (West), Mumbai 400 064, together with all rights, title and interest and on the terms, conditions and at the consideration as mentioned therein;

b. By an another Agreement to Assign dated 30th April, 1992 made and entered between the said **SMT. SHARDABEN R. VORA**, therein called "THE TRANSFEROR" of the One Part; AND "THE SECOND TRANSFEROR" herein **SMT. SADHANA R. NIKAM**, therein called "THE ASSIGNEE" of the Other Part; said **SMT. SHARDABEN R. VORA** agreed to sell and "THE SECOND TRANSFEROR" herein **SMT. SADHANA R. NIKAM** agreed to purchase Flat No. 605, on Sixth Floor, in the building known as Malad Nilanjana Co-operative Housing Society Ltd., situated at Marve Road, Malad (West), Mumbai 400 064, together with all rights, title and interest and on the terms, conditions and at the consideration as mentioned therein;

c. "THE TRANSFERORS" are the absolute and exclusive owners, fully seized and possessed and well sufficiently entitled ownership Flat No. 605, on Sixth Floor, in the building known as **MALAD NILANJANA CO-OPERATIVE HOUSING SOCIETY LTD.**, situated at Marve Road, Malad (West), Mumbai 400 064, what is called "ON OWNERSHIP BASIS" (which is hereinafter referred to as "THE SAID FLAT")

d. The said **SMT. SADHANA R. NIKAM** made an application with the society to include the name of her husband **SHRI RAMAKRISHNA M. NIKAM** in the ownership of the said flat and after the completion of the necessary formalities the society transferred the rights, title and interest and the said five shares in respect of the said flat in the joint names of "THE TRANSFERORS" herein: (1) **SHRI RAMAKRISHNA M. NIKAM** & (2) **SMT. SADHANA R. NIKAM**, on 12/7/1992.

d. "THE TRANSFERORS" are the bonafide members of the **MALAD NILANJANA CO-OPERATIVE HOUSING SOCIETY LTD.**, a society formed in the said building "NILANJANA" and registered under the Maharashtra Co-operative Societies Act, 1960 under Registration No. BOM/HSG/4708, dated 16/1/1976, hereinafter referred to as "the said society", and by virtue of the membership in the said society the society had originally issued holding five fully paid up qualifying shares of Rs. 50/- each bearing distinctive Nos. from 871 to 875 (both inclusive) and entered under Share Certificate No. 77-A on 14th June, 1978 in the name of **SMT. SHARDABEN B. VORA**. The Society further transferred the said shares in the name

551

1 D nikar

(3)

of **SMT. SADHANA R. NIKAM** on 30/4/1992. The society transferred the said shares in the joint names of the Transferors herein on 12/7/1992.

e. "THE TRANSFERORS" declare that their membership in the said Society is valid and subsisting and not terminated by the said society and they have not received notice of expulsion from the membership of the said society, or any other notice restraining them from transferring the said Flat and said five shares.

f. "THE TRANSFERORS" further declare that their title over the said Flat is marketable and free from all encumbrances.

g. "THE TRANSFERORS" have agreed to sell to "THE TRANSFEREES" and "THE TRANSFEREES" have agreed to purchase from "THE TRANSFERORS" the said Flat No. 605, on Sixth Floor, in the building known as **MALAD NILANJANA CO-OPERATIVE HOUSING SOCIETY LTD.**, situated at Marve Road, Malad (West), Mumbai 400 064, together with all rights, title, interest, benefits and the said five shares etc. on the following terms and conditions mutually agreed upon by and between the parties hereto.

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

1. "THE TRANSFERORS" have agreed to sell, transfer and assign to "THE TRANSFEREES" and "THE TRANSFEREES" have agreed to purchase and acquire the said Flat No. 605, on Sixth Floor, in the building known as **MALAD NILANJANA CO-OPERATIVE HOUSING SOCIETY LTD.**, situated at Marve Road, Malad (West), Mumbai 400 064, together with all rights, title, interest, benefits and said five shares etc. at the lump sum price or consideration amount of **Rs. 8,30,000/- (RUPEES EIGHT LAKHS THIRTY THOUSAND ONLY)**.

2. "THE TRANSFEREES" have paid to "THE TRANSFERORS" the sum of **Rs. 1,30,000/- (RUPEES ONE LAKH THIRTY THOUSAND ONLY)** on or before the execution of this agreement, being the Part Payment consideration amount, as per the particulars mentioned in the receipt hereafter (the payment & receipt whereof "THE TRANSFERORS" doth hereby admit and acknowledge).

3. "THE TRANSFEREES" agree to pay to "THE TRANSFERORS" the balance Full and Final consideration amount of **Rs. 7,00,000/- (RUPEES SEVEN LAKHS ONLY)** on or before _____ against receiving the vacant and peaceful possession of the said flat.

Handwritten signature: Nikam

4. "THE TRANSFERORS" shall hand over to "THE TRANSFEREES" the vacant and peaceful possession of the said Flat on or before _____ against receiving the balance full and final consideration amount.
5. "THE TRANSFERORS" hereby declare that they have in no way created any charge, claim or lien on the said Flat and that the said Flat hereby agreed to be sold is free from all claims, charge, lien, mortgage and encumbrances. Should there be any claim from any person or persons against the said Flat, "THE TRANSFERORS" doth hereby agree and undertake to indemnify "THE TRANSFEREES" against such claims.
6. "THE TRANSFEREES" are entitled to become the members of the said society and also agree to abide by the rules and regulations and bye laws of the said Society.
7. "THE TRANSFERORS" agree and undertake to sign and execute all acts and deeds including Sale Deed, Affidavits, Declarations, Undertakings, etc. in favour of "THE TRANSFEREES" and/or in favour of the society and/or in favour of other Government/Semi-Govt. authorities for effective transfer of the said Flat and all incidentals thereof in the names of "THE TRANSFEREES".
8. "THE TRANSFERORS" agree and undertake to get the said Flat and said five shares transferred in the records of the said Society in the name of "THE TRANSFEREES" and transfer charges or donation payable to the said society will be borne and paid by "THE TRANSFERORS" and "THE TRANSFEREES" in equal proportion.
9. "THE TRANSFERORS" have agreed to pay the society's dues, arrears and outgoings like maintenance, Municipal Taxes, Water Charges, Electricity charges, funds etc. pertaining to the said Flat till the date of possession of the said Flat and there after such charges will be paid by "THE TRANSFEREES" only and both the parties keep indemnified each other in this respect.
10. "THE TRANSFERORS" shall hand over to "THE TRANSFEREES" all original papers and documents pertaining to the said Flat on completion of transaction of sell.
11. "THE TRANSFERORS" hereby declare that there is no prohibitory order by any Government and/or Local Authority or injunction by any Court restraining them from handing over and/or transferring the said Flat. "THE TRANSFERORS" further declare that no attachment has been levied on the said Flat.

Handwritten notes: 3/11/21, 21. 551

Handwritten signature: Anil Kam

Handwritten signature: Renukarn

12. "THE TRANSFEREES" shall pay the necessary stamp duty and Registration charges as leviable by the concerned Government authority on this Agreement.

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

SCHEDULE OF PROPERTY

Flat No. 605, on the on Sixth Floor, admeasuring _____ sq. ft. _____ Area in the building known as **MALAD NILANJANA CO-OPERATIVE HOUSING SOCIETY LTD.**, situated at Marve Road, Malad (West), Mumbai 400 064, constructed on all that piece or parcel of land bearing Plot No. _____, Survey No. _____, Hissa No. _____, C.T.S. NO. _____. The building consists of Ground plus _____ Floors storeys and the year of construction of the said building is _____.

SIGNED AND DELIVERED by the)
within named TRANSFERORS)
(1) SHRI RAMAKRISHNA M. NIKAM &)
(2) SMT. SADHANA R. NIKAM)
in the presence of Rohit V. Melte)
.....)

Ramnikam
Akshita

SIGNED AND DELIVERED by the)
within named TRANSFEREES)
(1) SHRI TALAKSHI P. CHHEDA &)
(2) SMT. RUPA T. CHHEDA)
in the presence of Shri. Talakshi Chheda)
Rupa T. Chheda)

21.04.2011
21.04.2011

4

RECEIPT

RECEIVED on the day and the year first hereinabove written the sum of Rs. 7,00,000/- (RUPEES SEVEN LAKHS ONLY) as per the following details, being the Balance full and final consideration amount from the TRANSFEREES (1) SHRI TALAKSHI PREMJI CHHEDA & (2) SMT. RUPA TALAKSHI CHHEDA, for sell Flat No. 605, on Sixth Floor, in the building known as MALAD NILANJANA CO-OPERATIVE HOUSING SOCIETY LTD., situated at Marve Road, Malad (West), Mumbai 400 064, vide agreement for sale dated _____ FEBRUARY, 2000

<u>AMOUNT</u>	<u>CHEQUE NO.</u>	<u>DATED</u>	<u>DRAWN ON</u>
1) 4,15,000/-	949484	17.2.2000	Rs. 4,15,000/- State Bank of Indore
2) 2,85,000/-	956217	17.2.2000	Rs. 2,85,000/- State Bank of Indore.

7,00,000/- TOTAL RS.

WE SAY RECEIVED

Ramnikam

SHRI RAMAKRISHNA M. NIKAM &

Ramnikam

SMT. SADHANA R. NIKAM

THE TRANSFERORS

WITNESSES :-

1. *Shri. Ramnikam*

2. *K. R. Dedhia*

