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Wednesday, June 14, 2006

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पावती

पावती क्र.: 4773

मिरा गावाचे नाव

दिनांक 14/06/2006

टनन10 - 04772 -2006 दस्तऐवजाचा अनुक्रमांक

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव:किरण दगडू शिंदे

5000.00 नोंदणी फी नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), 380.00 रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (19)

एकुण

5380.00

आपणास हा दस्त अंदाजे 11:53AM ह्या वेळेस मिळेल

दुय्यम निंबधक बहु दुव्यय विदेशक हमसे दुनि. एम्टाणे 10

मोबदला: 425000रु. बाजार मुल्य: 497306 रु.

भरलेले मुद्रांक शुल्क: 7600 रु.

देयकाचा प्रकार :चलनाने;

चलन क्रमांक: 1165718; रक्कम: 5000 रू.; दिनांक: 13/06/2006

lane on this NATH RAJARAM in Inhabitant Floor, lrst enkar Pada,

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AND (1) MR.

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401 104., executors,



ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at Thane on this 14 day of June, 2006 B E T W E E N MR. VISHWANATH RAJARAM SHIVALKAR, aged about 52 years, an adult, Indian Inhabitant of Mumbai, residing at Flat No. A-104, First Floor, Vijaydurg Co-operative Housing Society Ltd., Penkar Pada, Pandurang Wadi, Mira Road (East), Dist. Thane 104., referred to as hereinafter "VENDOR/TRANSFEROR" (which expression shall unless it be repugnant to the context mean and include his heirs, meaning thereof administrators and assigns) of the FIRST PART; AND (1) aged about 25 years, KIRAN DAGADU SHINDE, and SHINDE, aged about 23 years, both MANISHA KIRAN Indian Inhabitants of Mumbai residing at Flat No. Rose Garden Co-operative Housing Society Ltd. Pandurang Wadi, Mira Road (East), Thane 201 104. hereinafter referred as the "PURCHASERS/TRANSFIRES" (which expression shall unless it be repugnant to the context of paning mean and include their heirs, executors, administrators assigns) of the SECOND PART.

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WHEREAS THE VENDOR/TRANSFEROR DO HEREBY EXPRESSLY PRESENT AND DECLARE TO THE PURCHASERS/TRANSFEREES AS FOLLOWS:

Vendor/Transferor herein is the member. The Α. occupant and exclusive, absolute possession and in owner, actual custody and dominion over the Flat No. A-104, First Floor, Vijaydurg Co-operative Housing Society Ltd., Penkar Pada, Pandurang Wadi, Mira Road (East), Dist. Thane 401 104., since 21/08/1988, admeasuring area about sq.fts., equivalent to 35.31 sq.mtrs., built-up area bearing Old Survey No. 131, New Survey No. 53, Hissa No. 10, which is originally in developers agreement has Survey No. 138, Hissa No. 5, Survey No. 125-(3)(p), (6), (10) and Survey No. 126/7 of Village Mira, Taluka and District Thane., and having Property Tax Account L-2456/1695/4, which is more Particularly described in the Schedule mentioned hereafter.

- AND WHEREAS the said MR. VISHWANATH RAJARAM B. SHIVALKAR, had purchased the aforesaid flat from M/S. SIDDHIVINAYAK CORPORATION vide SHREE agreement 21/08/1988, which is registered with Collector of Stamps, Thane under Serial No. P-4705/88 dated 31-68-1989 The said M/S. SHREE SIDDHIVINAYAK CORPORATION has constructed the Occupation Certificate building the as per NP/NR/1892/7358/95-96 dated 20/10/1995, which is issued Mira Bhayander Nagar Parishad.
- C. The various flat Purchasers/Inalization have formed and registered a Co-operative Housing Society in the said Building under the Maharashtra Co-operative Societies Act, 1960 in the name of "VIJAYDURG CO-OPERATIVE HOUSING

100 months

Mahr 700 2006

SOCIETY LIMITED" vide Society Reg.No. TNS/(C.T.N.A.)/HSG/(T.C.)/11813 dated 22/05/2000. The Vendor/Transferor is the Bonafied member of the society. The said society has issued Share Certificate No. 105 having Five shares with bearing Shares Nos. 021 to 025 of Rs. 50/- each, which is hereinafter referred to as 'The said society' and the Flat is hereinafter referred to as the 'said flat'.

- D. The Vendor/Transferor declares that he is legally entitled to the said shares and flat together with benefit attached to it and that neither the Vendor/Transferor herein either personally or through any of his agent/s or constituted attorney has at any time heretofore either created or agreed to create any third party rights or right, title, interests or claim whatsoever in respect of the said flat.
- The Vendor/Transferor declares that his title to E. the said flat is clear, marketable and self acquired and that he has not created any lien, mortgage, charge, or any encumbrances and reasonable doubts including free from any third party Adverse Deal, Arrangements, Understanding, Agreement, Agreement either of or for Sale, Transfer or Assignment, any Sale, Transfer, Assignment, Conveyance Release, Relinquishment, Gift, Lease, Surrender, Exchange Monthly Tenancy, Leave and Licence, Charge, Mortgage or any other encumbrances or any right of pre-emption either, Bank Bond per Contract, Statutes, customs, Usage Security, Surety, Charges, Mortgages, Indemnity, Guarantees, Suits, Litigations, Legal or other Proceedings, Lispendense, any Decree, Order, Judgement or Award, Insolvency Order or Proceedings, Injunction Order, Attachment, any Disputes,

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2/200E 3/900 Right of Pre-emption, any debts or dues of Private Creditors or of any Government or Public Bodies/Authorities or Officers, towards taxes, Assessment, Duties or other charges/fee/amount or appointment of receiver or anv acquisition, requisition, forfeiture or confiscation or Notices, Notifications or otherwise or in any way encumbered the said flat or right, title and interest, or not received any decree or Prohibitory Order or attachment for transfer of flat or it is not sold to any other person, so as to disentitle and disqualify him entering into this agreement or whereby the Purchasers/Transferees may be obstructed, prevented or hindered in enjoying the rights to be conferred or transferred or assigned in their favour or whereby quiet and peaceful enjoyment or possession of the flat the Purchasers/Transferees may be disturbed or in the event of being found that the Vendor/Transferor is entitled enter into this Agreement and transfer his rights sought the Purchasers/Transferees are not able to enjoy quiet and peaceful possession of the said flat due to any such reason, the Vendor/Transferor will compensate, indemnify reimburse to the Purchasers/Transferees for damage may suffer or sustain on his behalf.

F. That the Vendor/Transfer of have complied with the terms and conditions of all the earlier agreements, including builders agreement and compliance of be-laws, rules & regulations framed under applicable laws for the time being in force. The Vendor/Transferor further declare that the said agreement and right in the society is not cancelled, terminated and revoked by any court or order.



- G. The Vendor/Transferor declares that he is not disqualified or disentitled either in law of equity or otherwise on account of any action or proceedings or any act of commission or omission including confiscation, of commission, reguisition, reservation, forfeiture and there acquisition, requisitions filed in court against him is no dispute or any litigations filed in court against him in respect of the said flat.
- H. The Vendor/Transferor have truly, honestly, bonafidely, disclosed the above material fact to the purchasers/Transferees and in good faith and relying on such statement and declaration, the Purchasers/Transferees agreed to purchase the aforesaid flat. The Vendor/Transferor further declare that he had not made any mis-representation or concealment of any fact.
- AND WHEREAS the representation, declaration made I. by the Vendor/Transferor to the Purchasers/Transferees, Purchasers/Transferees herein have agreed to purchase and/or acquire the said flat alongwith ownership right of the said Flat No. A-104, First Floor, Vijaydurg Co-operative Housing Society Ltd., Penkar Pada, Pandurang Wadi, Mira Road (Bast), Dist. Thane 401 104., of the said society together with rights, title, interest benefits, sinking fund amount and said shares of the said society and right of Agreement SIDDHIVINAYAK dated 21/08/1988 made between M/S. SHREE Tangpeed Herei CORPORATION and the Vendor/Transferor sale/transfer the same to the Purchasers/ Transferees.





NOW THEREFORE THIS INDENTURE WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- The Vendor/Transferor hereby transfer, convey. release, relinquish and assign his ownership right, title, occupation and interest of the said Flat No. A-104, First Floor, Vijaydurg Co-operative Housing Society Ltd., Penkar Pada, Pandurang Wadi, Mira Road (East), Dist. Thane 401 104., admeasuring area about 380.00 sq.fts., equivalent to 35.31 sq.mtrs., built-up area bearing Old Survey No. 131, New Survey No. 53, Hissa No. 10, which is originally in developers agreement has Survey No. 138, Hissa No. 5, Survey No. 125-(3)(p), (6), (10) and Survey No. 126/7 of Village Mira, Taluka and District Thane in the Registration District of Thane and having Property Tax Account L-2456/ 1695/4 with vacant and peaceful possession of the said flat and any charges and encumbrances, alongwith from free shares rights and membership of the society and the incidental right of earlier Agreements for the total consideration of Rs. 4,25,000/- (Rupees Four Lakhs Twenty Five Thousand Only) to the Purchasers/Transferees.
- IN CONSIDERATION of the right, title and interest in the said flat and the benefits of the said agreement the Vendor/Transferor to the Purchasers/Transferees, and the Purchasers/Transferees agrees to pay the sum of Rs. 75,000/- (Rupees Seventy Thousand Only) on or before execution of the agreement (the receipt of the same has been acknowledged by the Vendor/Transferor) and Rs. 3,50,000/- (Rupees Three Lakhs Fifty Thousand Only) against the

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possession of the said flat. The Vendor/Transferor have made an absolute sale and transfer of aforesaid flat and incidental rights of shares in favour of purchasers/Transferees on execution of this agreement.

- The Vendor/Transferor hereby agrees and undertakes to move to the said society and get its approval for the admission of the benefits, rights, titles and interest acquired by the Vendor/Transferor in respect of the said flat together with other effects. The Vendor/Transferor shall ensure that the said society will admit the purchasers/Transferees, as members.
- The Vendor/Transferor hereby declares that he has 4. been occupying aforesaid flat and share on ownership basis and free from any encumbrances, restriction and he has right to transfer his flat and he is not restricted by any agreement or any declaration for the transfer of the said flat. The Vendor/Transferor hereby further covenant with the Purchasers/Transferees that the Purchasers/Transferees shall hence forth quietly and peacefully possess and occupy and enjoy the said premises without any let denial, demand, interruption or eviction Transferor or any other person lawfully or equipme for under or claiming through him Vendor/Transferor.
- 5. The Vendor/Transferor hereby declared and confirms that nobody have or any one claiming through him shall have any right, title, interest or any nature whatsoever, in the



said flat once the possession thereof is given to the Purchasers/Transferees pursuant to this agreement. The Vendor/Transferor further declares that presently nothing is due and payable by him to Society or to any Government Authority related to the said flat.

- 6. The Vendor/Transferor hereby further agree and undertake to make sign, execute, produce and procure all such other and further applications, documents, instruments and/or any other writing or writings at the direction of the Purchasers/Transferees to better and absolutely clear and marketable title and to give full effect to this agreement and perfect the title of the Purchasers/Transferees to the said flat, at the cost of Vendor/Transferor. The Vendor/Transferor keep indemnified to the Purchasers/Transferees, from and against all actions, steps and proceedings for title.
- 7. The Vendor/Transferor hereby declares that his family members, nominees etc., have no objection of whatsoever nature for above transfer and none of him shall claim any rights, title and interest, cost price of the said tenement and that he has no objection for the transfer/regularisation of the aforesaid flat to the name of the Purchasers/Transferees and in future for any matter.
- The Vendor/Transferor hereby declare that he has no objection for transfer/regularisation of the said flat alongwith cost price credit in society thereof in favour of Purchasers/Transferees and to transfer of membership/shares,

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interest of "VIJAYDURG CO-OPERATIVE HOUSING SOCIETY LIMITED" in favour of the Purchasers/Transferees. The Vendor/Transferor hereby transfer the deposit with developer, electricity deposit, sinking fund or any other deposit or any credit in respect of aforesaid flat to the purchasers/Transferees.

- is hereby agreed between the parties hereto 9. that if any transfer charges payable to society, in respect of the ownership of the said flat, shall be borne and paid by the Vendor/Transferor and Purchasers/Transferees equally. The Purchasers/Transferees hereby agrees and undertakes to pay any other expenses for admitting this Agreement i.e. Registration duty and Stamp charges, etc. The Vendor/Transferor hereby indemnify to the Purchasers/ Transferees for any Stamp Duty, Registration Charges and any incidental Charges on Earlier Agreements, Deeds, Documents for the aforesaid flat. The Vendor/Transferor shall clear objection, if any imposed by Registrar as early as possible, if required.
- 10. The Vendor/Transferor hereby undertake to pay and clear all charges such as maintenance, municipal taxes, repair fund or any penalty or fine to the Society or tax liability to any competent authority in respect of the said flat upto the date of execution of this agreement. The Vendor/Transferor shall indemnify to the Purchasers/Transferees for the same. The Purchasers/Transferees shall be liable to pay the above said charges from the date of execution of this agreement.

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- Vendor/Transferor hereby The agrees 11. and undertakes to put the Purchasers/Transferees in vacant and peaceful possession of the said flat on receipt of payment as stated in Clause No. 2 of this agreement, in the event of his failure to put the Purchasers/Transferees in possession in pursuance of this agreement, the said flat of the Purchasers/Transferees are entitled to specific performance of this agreement and/or damage without prejudice to their other right, and remedies available to them in law of equity.
- Vendor/Transferor further undertakes and 12. agrees for transfer of the right, title and interest of the said flat in the books and records of the society and all concerned authorities in the other Purchasers/Transferees, the said Vendor/Transferor shall deemed to hold, carry the said rights in the books, records of the said society and other concerned authorities Trustee/Agent of the said Purchasers/Transferees and shall deal with the said rights only in accordance with the written instructions, directions of the said Purchasers/ Transferees.
- 13. The Vendor/Transferor declares that he is well as sufficiently entitled to hold the said flat and the said shares and also other incidental rights attached to the said flat. The Vendor/Transferor is the member of the said his membership is subsisting.
- 14. The Purchasers/Transferees agree to become the member of the said Society and also agree to abide by the rules and regulations and bye-laws of the said Society.

- The Vendor/Transferor hereby agree that the recitals contain above form an integral part of this agreement as if the same were set out and incorporated herein.
- The Vendor/Transferor hereby undertake and declare that any nomination, assignment lien or will in regard to the said flat and the said shares if made by the Vendor/Transferor or his constituted attorney with the said society, person or other than the Purchasers/Transferees shall hereafter be deemed to be in operative cancelled, revoked, withdrawn and null and void.
- The Vendor/Transferor agree to save, defend and keep harmless and indemnified to Purchasers/Transferees from and against all the formal and other person/s lawfully or equitably, claiming or to claim from under or in trust from him and also against all actions, proceedings, claims, demands, damages and expenses arising out of the said flat.
- All documents pertaining to the said flat (i)

 Agreement dated 21/08/1988 made between M/S. SHREE

 SIDDHIVINAYAK CORPORATION and the Vendor/Transferor herein

 (ii) Original Share Certificate shall be handed over execution of this agreement to the Purchasers/Transferees.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT Flat No. A-104, First Moor, Whaydurg Co-op. Hsg. Soc. Ltd., Penkar Pada, Pandurang Wadi, Mira Road (East), Dist. Thane 401 104., admeasuring area about

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380.00 sq.fts., equivalent to 35.31 sq.mtrs., built-up area bearing Old Survey No. 131, New Survey No. 53, Hissa No. 10, which is originally in developers agreement has Survey No. 138, Hissa No.5, Survey No.125-(3)(p), (6), (10) & Survey No. 126/7 of Village Mira, Taluka and District Thane in the Registration District of Thane and having Property Tax Account L.2456/1695/4. The year of construction of the said building is 1995. The said Building is constructed as Ground Plus Four floors without lift.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands the day and year first herein above mentioned.

signed sealed and delivered by the withinnamed "VENDOR/TRANSFEROR"

MR. VISHWANATH RAJARAM SHIVALKAR P.A.No.

the party of the First Part in in the presence of

SIGNED SEALED AND DELIVERED by the withinnamed "PURCHASERS/TRANSFEREES"

- (1) MR. KIRAN DAGADU SHINDE P.A.No.
- (2) MRS. MANISHA KIRAN SHINDE P.A.No.

the party of the Second Part in in the presence of

Ship of the same o



RECEIPT

RECEIVED from (1) MR. KIRAN DAGDU SHINDE and (2)
MANISHA KIRAN SHINDE, a sum of Rs. 75,000/- (Rupees
Seventy Five Thousand Only) as follows:

by Cheque No. 453173 dated 08/05/2006 drawn on United Bank of India, Saibaba Nagar Branch, Borivli (West), in favour of MR. VISHWANATH R. SHIVALKAR by MR. KIRAN D. SHINDE.

 $_{\mbox{Rs.}}$ 50,000/- by CASH dated 29/05/2006 MR. VISHWANATH R. SHIVALKAR.

Rs. 75,000/-

against sale of Flat No. A-104, Vijay Durg Co-op. Hsg. Soc. Ltd., Siddhi Vinayak Nagar, Pandurang Wadi, Mira Road (East), Dist. Thane 401 104., I have received the above part payment, as per agreement.

I SAY RECEIVED

MR. VISHWANATH R. SHIVALKAR

WITNESSES:

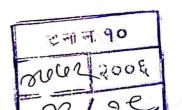
1. Corporation

2. December 2.

Place : Thane

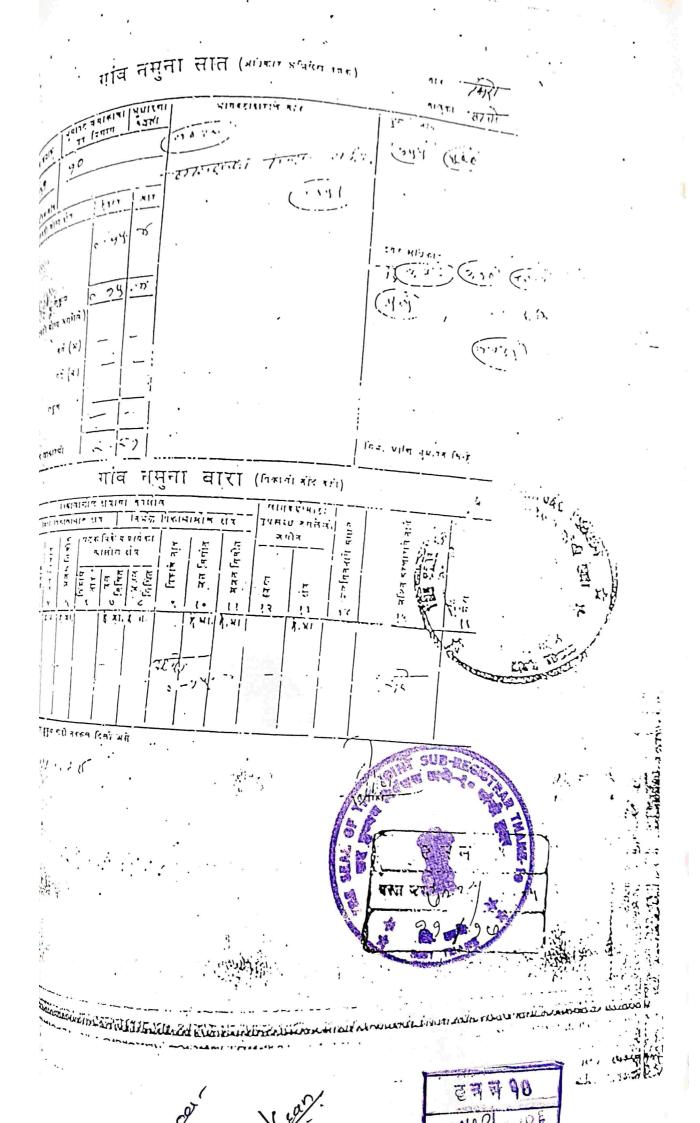
Date : 14-06-2006





000 (1/0/1/5) मारतीय स्टेट वॅक यांनी भरावयाचे N111 1000K 14/5 या टिकाणी कोषागारात / उपकोषागारात मरण्यात आलेल्या रोख रकमेचे चलन भारतीय स्टेट बैकेमध्ये インボ न्पर्ये (आकड्यात) बैंके वां व्यवस्थापक किम मिळाली. *धेथे कौषागारात/बँकेत स्वकम भरणा करण्यावाबत आदेश रेणाऱ्या अभिकाऱ्यांचा स्वरी शिक्का उ सयावा. नमे (अक्षरी) -19 00.00 कोषापाल : लेखायाल: त आइपर ८ म 0 विभागीय अधिकाऱ्याने किंवा कोषागाराने भरावयाचे कि द्रायम दिसामि शर्व म भरणा करण्यासंबंधीच्या प्राधिकारपत्राचा तपशील उन्नींण | गोणशीप : १०४ दस्तऐवचच्या नोंदणीसाठी फ़ी 0 यरोवर आहे, पैसे स्वीकाराचे व पावती द्यावी. नमुना म. को. नि. ६ प्रधानशीर्ष : ००३० मुद्रांक व नोंदणी की 2 [नियम ११२ पहा चलन क्रमांक विचा : मेहणी व पूर्वंक विचान उपप्रयानशीर्ष : ०३ नोंदणी फी ပ 0 सर्गसाचारण बसूती लेख्यांचे वर्गीकरण संगणक संकतांक က 0 दिनांन ' ठाणे / कल्याण 0 गोंदणी महानिरीक्षक व मुद्रांक नियंत्रक, जिच्यावतीने रक्कम भरण्यात आली आहे त्या व्यकीचे 10005 भरणा केलेली रक्कम | स्पये 🛚 ००० 🖊 6114 भरणा करणाऱ्याने भरावयाचे .स. 18x07 दंगडु होरे दस्ताऐचन नोंदणी की (अक्षरी) रूपये पान् भूति भूषणा करणाराची स्वाक्षरी सनीक 13/6/26 मियोम. मालिजा मिन्रका 44 504 eff (63) कार्यालय - ५० नाद, पदमान आही पता भर्या करण्याचा क्रिय च. स ST SEN OF THE STATE OF THE STAT Or to Bear or टन न १० २००६ 8062

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भिरा-भाईदर नगरपाहिका परिषद

मुक्य कार्यालय भारेंग्र

MIRA-BHAYANDAR MUNICIPAL COUNCIL छत्रपारी शिषाजी महाराज मार्ग, भारतर (प.) गीन को र-प्रा १०१

(1034) C/J-CE प्रे. गुष्टते बढावकर ॲन्ड असो. बास्तुचिमारव गांची कि १५०८ एप गा

भे. अहमा प्राधिकारी नागरी संकुलन ठाणे सा'द्याक्डील पत्र है. युएलसी 🗸 भाइंदर/एम् आर. १२३, दि. २८. १०. ८७ ची मिन्दी.

- भा. सहार्यक श्वालक नगररचना, ठाणे यांच्याकडील पत्र क्र. वांपकाम/ परवानगी/भाईदर/ठाणे/ससं/ठाणे १०८३ दि. १३. ४.८८ ची फिलारसं. 3]
- भार अतिरिक्त तहसिलदार यांच्याकडील पश क्रा मह्मुल/क्रा २२, दि २९. Q] ची अकृष्यिक मंजुरी।
- भिरा भाईदर नगरपालिका परिष्येचा पत्र हुं नपा/नर/200/८८-८९ दि. २४. ५.८८ चा अवृत्तिक बापरीचा नाहरकत दाखना.
- भारा भाईदर नगरपालिका परिष्येची पत्र क्र. २४९२/९२-९२, दि. २२. ७. ची बाधमाम परवानगी।
- भे. गुप्ते वटावकर अँड असारे वास्तुविशास्य थांचा इमारत पूर्णत्वाचा द (ن
- थी आर. सी. टीपणीस, कन्सल्टींग स्ट्रेयचरल इंजिन्सिर यांचा इमारती तांशिक दृष्टिया योग्यतेचा दाखनाः

भोगवंटा दा एला //

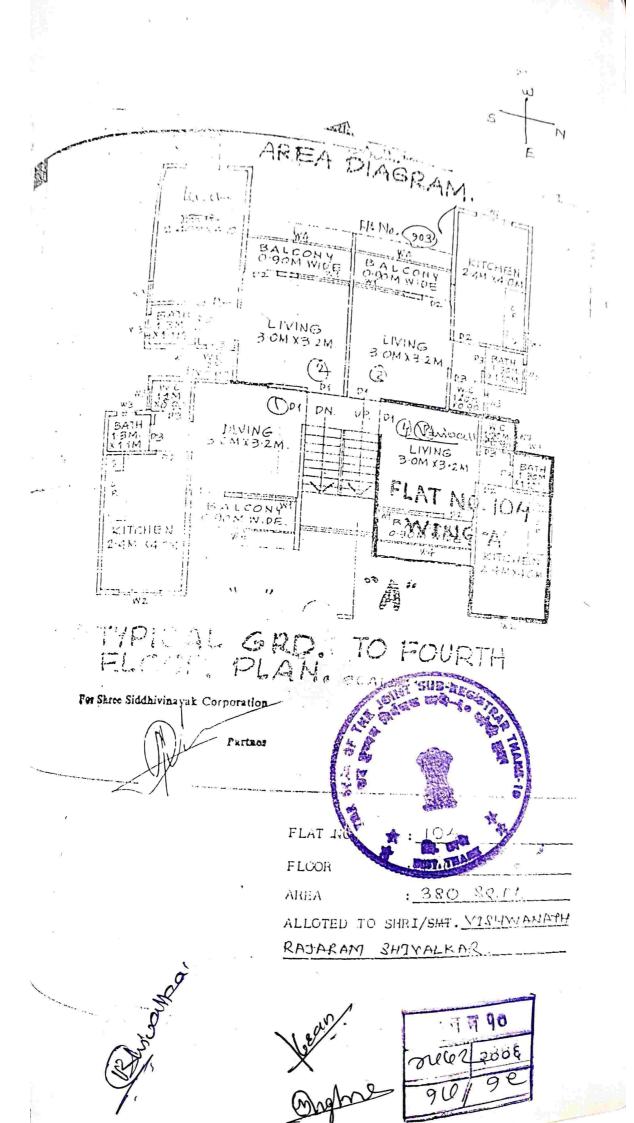
मिरा भाईदर नगरपालिका धेर्पातील सन्नं १३१ [जुना] ५३ [नविन] हि.ए० की : मिरा येथील "थीं विसम्बी विनायक नगर" या मरकुल प्रकल्यातील "विजयसुर्ग" या आरतीचे बांधकांग में थीं सिध्दी विनासक कॉर्पोरिशन थांनी पूर्ण केले आहे. सदर इमार बोध्याम मेंजुर नकाशा प्रभाणे आहे. या इभारती स्था सभो बताली सामासिक जैतरे योग्या नंडनेनी आहेत. तरोच चटंड देण निर्देशांक योग्यहिन्या प्राप्तिका धास्तव धा आतीम वापर करणेल व या इंगारतीसंआवश्यक ते वीच पुरवठा विकेशिक नगरपालिकेशिक क्ष याची हाति गरी गररातील पाणी टंचाई लक्षात भेता आपणीम नळ कोणेजन देता मापानिका देत नाधी.

- hk मितिमी मू 和排件

ত্রত্বর কর্মারীত্রস

M. alma





दुय्यम निवंधकः

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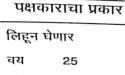
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मांक :

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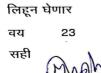


व मनिषा किरण शिदे ा घर/फ्लंट नंः वरील प्रमाणे

ली/रस्ताः -गरतीचे नावः -मारत नः -८/वसाहतः -हर/गाव:-ालुकाः -

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र्ग नम्बर: -_{नावः} विश्वनाथ राजाराम शिवलकर पताः घर/फ्लॅट नं: अे/104

गल्ली/रस्ताः -क्षारतीचे नावः विजय दुर्ग को ऑ हो सोसा लि ईमारत नं: -

. पेट/वसाहत: -शहर/गावः मिरारोड पू तालुकाः -पिनः -

लिहून देणार

वय





