

338/10092

Friday, July 14, 2023

12:49 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 10946 दिनांक: 14/07/2023

गावाचे नाव: खोणी

सन्तोषवाजाचा अनुक्रमांक: कलन4-10092-2023

सन्तोषवाजाचा प्रकार: करारनामा

मादर कल्याणाच्या नाव: धिरज भरत हळदणकर - -

नोंदणी फी रु. 29000.00

दस्त हाताळणी फी रु. 1000.00

पृष्ठांची संख्या: 50

एकूण: रु. 30000.00

Joint Sub Registrar Kalyan 4

वाजारा मूल्य: रु. 2532900/-

मोबदला रु. 2900000/-

भरलेले मुद्रांक शुल्क : रु. 174000/-

1) देयकाचा प्रकार: DHC रक्कम: रु. 1000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 1407202302555 दिनांक: 14/07/2023

विक्रेचे नाव व पत्ता:

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

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH005174486202324E दिनांक: 14/07/2023

विक्रेचे नाव व पत्ता:

सह.दुय्यम निबंधक करारनामा - ४

*Haldankar*



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दस्त क्र. १००६२/२०२३
४/५०

AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE** is made and entered into at Dombivli on the 14th of July 2023.

B E T W E E N

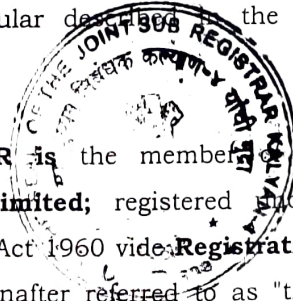
1) **MR. PIYUSH CHANDRAKANT KANKEKAR** (Pan No. **BEOPK4132A**), aged about 33 years, residing at: **Building No. 6, Flat No. S. 02, Hind Nagar Colony, Tarabai Park, Kolhapur-416003**. Hereinafter referred to as "**THE TRANSFEROR**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his legal heirs, executors, administrators and assignees) of the **FIRST PART**.

**AND**

1) **MR. DHIRAJ BHARAT HALDANKAR** (Pan No. **AFOPH9014G**), aged about 35 years, & 2) **MRS. NILAM DHIRAJ HALDANKAR** (Pan No. **BRWPP5421L**), aged about 32 years, both are residing at: **C/1028, SRA Colony, Panchsheel Nagar, Chembur, Near Amar Mahal Singal, Tilak Nagar, Mumbai-400089**. Hereinafter referred to as "**THE TRANSFEREES**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their legal heirs, executors, administrators and assignees) of the **SECOND PART**.

**WHEREAS** **The TRANSFEROR** has purchased a Flat vide Agreement for sale from **MS. LODHA ESTATE PVT LTD.**, Dated **25/04/2017** and registered with Sub-registrar **Kalyan-4** on **03/05/2017** under document No. **4204/2017** and as such is the lawful owner of residential **Flat No.002 on Ground Floor, G-Wing and admeasuring about 429 Sq. Ft. Carpet area ( 47.84 sq. mtrs Built Up Area)** (With One Four Wheeler Open Car Parking Space No. **C4-B1366**), of building known as "**CASA ADRIANA**" Co-Op. Housing Society limited" In "**THE DOWN TOWN**" project, at Village **Khoni, Dombivali (E) 421204. Taluka Kalyan, Dist. Thane.** (More particular details of the said Flat are given in the schedule hereinafter referred to as "the said Flat")

**AND WHEREAS** the **TRANSFEROR** is the member of "**CASA ADRIANA**" Co- Op. Housing Society limited; registered under the Maharashtra Co-operative Housing Society Act 1960 vide **Registration No. TNA/DOM/HSG/ (TC)/33702/2021** (hereinafter referred to as "the said Society")



*[Signature]*

*[Signature]*

*[Signature]*

AND WHEREAS the TRANSFEROR is absolutely seized and possessed of and are otherwise well and sufficiently entitled as the owner of the said Flat in the said Building of the said Society.

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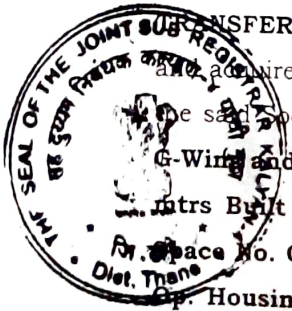
AND WHEREAS the TRANSFEROR has agreed to sell and transfer and the TRANSFEREES have agreed to purchase all right, title and interest of the TRANSFEROR in the said Flat and the said Shares and the right of occupation of the said Flat in the said building of the said Society including his right, title and interest in the said Flat for a total sale consideration of **Rs.29,00,000/-** (Rupees Twenty Nine lakhs Only).

AND WHEREAS the Parties hereto agreed to record the Terms and Conditions on which the TRANSFEROR has agreed to sell and the TRANSFEREES have agreed to purchase and acquire the right, title and interest of the TRANSFEROR in the said Flat including the said shares of the TRANSFEROR in the said Society;

NOW THIS AGREEMENT OF SALE WITNESSES AND IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. The TRANSFEREES already inspected the said Flat No.002 on Ground Floor, G-Wing and admeasuring about 429 Sq. Ft. Carpet area ( 47.84 sq. mtrs Built Up Area) (With One Four Wheeler Open Car Parking Space No. C4-B1366), of building known as "CASA ADRIANA" Co-Op. Housing Society limited" In "THE DOWN TOWN" project, at Village Khoni, Dombivali (E) 421204. TalukaKalyan, Dist. Thane. Have investigated the title of flat and they have satisfied and willingly agreed to purchase on as is whereas is basis.

2. The TRANSFEROR hereby agreed to transfer unto the TRANSFEREES and the TRANSFEREES hereby agree to purchase and acquire all the rights, title and interest of the TRANSFERORS in the said Society including the said of Flat No.002 on Ground Floor, G-Wing and admeasuring about 429 Sq. Ft. Carpet area ( 47.84 sq. mtrs Built Up Area) (With One Four Wheeler Open Car Parking Space No. C4-B1366), of building known as "CASA ADRIANA" Co-Op. Housing Society limited" In "THE DOWN TOWN" project, at Village Khoni, Dombivali (E) 421204. TalukaKalyan, Dist. Thane. The TRANSFEROR have also agrees to transfer all the rights of the TRANSFEROR as to the use, occupation and enjoyment and



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ownership of the said Flat together with all rights, title and interest of the **TRANSFEROR** in the said Society, and The **TRANSFEROR** agrees to transfer the said flat & shares to the **TRANSFEREES** for a total consideration of **Rs.29,00,000/- (Rupees Twenty Nine lakhs Only)**.

3. The said consideration of **Rs.29,00,000/- (Rupees Twenty Nine lakhs Only)** to be paid by the **TRANSFEREES** to the **TRANSFEROR** in the manner hereinafter mentioned:

a. **Rs.1,00,000/- (Rupees One Lakh Only)** paid before the execution of this agreement as Token Money or Deposit (the receipt whereof the **TRANSFEROR** hereby admit and acknowledge in the presence of witnesses);

b. **Rs.9,00,000/- (Rupees Nine Lakh Only)** paid before the execution of this agreement as Earnest Money or Deposit (the receipt whereof the **TRANSFEROR** hereby admit and acknowledge in the presence of witnesses);

c. **Rs.19,00,000/- (Rupees Nineteen Lakhs Only)** Will be payable within **45 working days** after receiving Original mortgage NOC from "**CASA ADRIANA**" Co-Op. Housing Society Limited" to create mortgage in favor of financial institute/bank, 1) Original Agreement for Sale from **MS. LODHA ESTATE PVT LTD** Under Document No. **4204/2017** with Original Registration Receipt & Original Index II, 2) Original NOC from Society to create mortgage in favor of financial institute/bank, 3) Latest Electricity Bill, 4) Latest Society Paid Maintenance Receipt, 5) Latest Property Tax Bill with Payment receipt, 6) Original Possession letter issued by Lodha Group, 7) Original Parking letter issued by Lodha Group, 8) Share Certificate (If issued), including papers concerning the said Flat to the **TRANSFEREES** against the receipt of the balance consideration.

4. The **TRANSFEROR** has represented to the **TRANSFEREES**

a. That the **TRANSFEROR** has paid all the dues and outgoings in respect of the said Flat up-to-date.

b. That the said Flat is free from any kind of encumbrances.

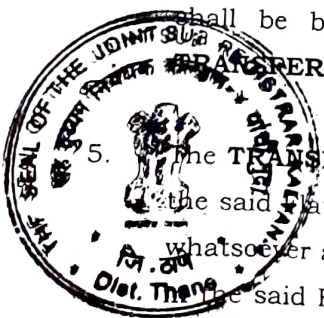


*Rich*  
*Madhankar*  
*Madhankar*

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The said Flat and shares belong to the **TRANSFEROR** absolutely and that no other person/s have any right, title or interest whatsoever and that no other person/s have any right, title or interest whatsoever therein by way of gift exchange, mortgages, charges, lien, sale, inheritance, lease or otherwise in the said shares / said flat.

- d. That notwithstanding anything herein contained, any act, deed, matter or thing of whatsoever nature done by the **TRANSFEROR** or any person/s lawfully or equitably claiming by, through or in trust the **TRANSFEROR** have full right, power and absolute authority to sell or transfer to the **TRANSFEREES** the said Flat and the **TRANSFEROR** has full right, title and interest in the said shares and that the **TRANSFEROR** has not done any act of omission or commission whereby the ownership, possession and/or occupation of the said shares of the **TRANSFEROR** may be rendered illegal and/or unauthorized for any reason or on any account.
- e. That **TRANSFEROR** shall obtain the necessary No Objection Certificate from the said Society for transfer, and sale of the interest of the **TRANSFEROR** in the said Society, as well as the right, title and interest of the **TRANSFEROR** in the said Flat to the **TRANSFEREES** and also to the admission of the **TRANSFEREES** to the membership of the said Society in place of the **TRANSFEROR** when the **TRANSFEROR** herein is completed by delivering the vacant and peaceful possession of the said flat to the **TRANSFEREES**.
- f. On payment of the full purchase price hereint received, the **TRANSFEREES** shall be entitled to full free vacant and peaceful possession of the said Flat.
- g. The **TRANSFEROR** have represented to the **TRANSFEREES** that the total transfer fee/ NOC payable to the said Society for transfer of the said flat/ said shares of the said society in the name of the **TRANSFEREES** shall be borne and paid by both the parties **TRANSFEROR** and **TRANSFEREES** equally.

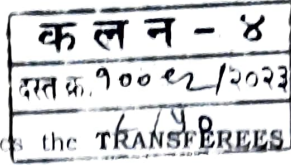


5. The **TRANSFEROR** declare and covenants with the **TRANSFEREES** that the said Flat and their shares are free from encumbrances of any nature whatsoever and that the **TRANSFEROR** have full right, title and interest in the said Flat and have full right and authority to assign and transfer their entire interest in the said Society including the said Flat and the said Shares to the **TRANSFEREES**.

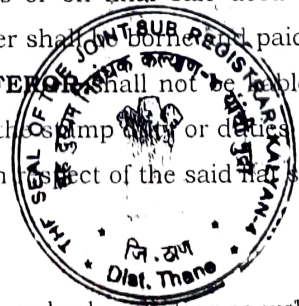
*Rich*

*Haldankar*

*Chalala*



6. The **TRANSFEROR** covenants and assures the **TRANSFEREES** that their Membership of the said Society is subsisting and is in full force and has not been terminated.
7. The **TRANSFEROR** shall (on payment of the full and final consideration) sign and execute all further and necessary documents, papers, forms and writings as may be necessary for completing the transfer of all utility connections and security deposits available with the utility service providers of Water, Electricity and Gas to the name of the **TRANSFEREES**. The **TRANSFEROR** are responsible to perfectly assure and effectually transferring the utilities available in the said premises unto and to the use of the **TRANSFEREES**.
8. The **TRANSFEREES** covenants, with the **TRANSFEROR** that he shall always abide by the Rules, Regulations and Bye-laws of the said Society, **TRANSFEROR** will pay the Property Tax, Society Maintenance, CGC (Civic Governance Charges), CAM Charges (Common Area Maintenance Charges) and Electricity Charges, in respect of the said Flat before delivers the Possession to the **TRANSFEREES**.
9. **TRANSFEREES** will not liable to pay any Property Tax, Society Maintenance, CGC (Civic Governance Charges), CAM Charges (Common Area Maintenance Charges) and Electricity Charges in respect of the said Flat to the said Society before the possession. After Handing over Possession the **TRANSFEROR** shall not be liable to pay any Property Tax, Society Maintenance, CGC (Civic Governance Charges), CAM Charges (Common Area Maintenance Charges) and Electricity Charges in respect of the said Flat to the said Society and the same shall be borne by the **TRANSFEREES**.
10. It is agreed between the **TRANSFEROR** and the **TRANSFEREES** that the expenses for stamp duty on these presents or on final sale deed and registration charges in respect of this transfer shall be borne and paid by the **TRANSFEREES** alone and the **TRANSFEROR** shall not be liable to pay the same or any part thereof. However, the stamp duty or duties and charges in respect of all previous transfers in respect of the said flat shall be the responsibility of the **TRANSFEROR**.
11. The **TRANSFEROR** shall sign and execute any deed or writing as well as all other papers and documents as may be required by the



*Handwritten signatures:*  
 Bilal  
 Dhananjay  
 Madan



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TRANSFEREES for transferring the said Flat and the said shares to the TRANSFEREES in pursuance of this Agreement and payment of the balance sale consideration.

12. The **TRANSFEROR** undertakes to hand over all the documents including share certificate, transfer forms, receipts, papers concerning the said Flat to the **TRANSFEREES** against the receipt of the balance consideration of **Rs. 28,00,000/- (Rupees Twenty Eight Lakhs Only)**
13. **TRANSFEREES** will pay the total consideration to **TRANSFEROR** directly through Loan or own contribution and completion of all the formalities of transfer and registration of Sale Deed will be done immediately after receipt of full and final payment by **TRANSFEROR**.
14. The **TRANSFEROR** undertakes to do and to execute all acts, deeds, matters and things as are or may be necessary, proper or expedient for the purpose of fully and effectually transferring the said Flat and the said Shares of the said Society to and in favor of the **TRANSFEREES** in the record of the said Society to enable the **TRANSFEREES** to have and to hold the said Flat and the said Shares absolutely.
15. It is agreed that in the event of any delay or default by the **TRANSFEREES** in making payment of the balance consideration on the due date, and the **TRANSFEROR** are ready to complete the transaction, the **TRANSFEROR** shall give 30 days' notice in writing to the **TRANSFEREES** and if the **TRANSFEREES** delays to make payment within such notice period, then and in that event this Agreement shall stand terminated, only the balance amount, if any, paid by the **TRANSFEREES** will be refunded without any interest thereon at the time of Registration of Deed of Cancellation to be executed by the parties herein, after which this, Agreement for Sale will become null and void and shall stand cancelled and fully terminated. All the rights, title, claim if any, of the **TRANSFEREES** which may have accrued to them under or by virtue of this Agreement shall stand terminated and extinguished and the **TRANSFEROR** shall be at liberty thereafter to sell the said premises to any other person or persons as the **TRANSFEROR** may deem fit and the **TRANSFEREES** or any person or **TRANSFEROR** lawfully or equitably claiming through, under or in trust for the **TRANSFEREES** shall not be entitled to question such sale nor stake any claim, right, title or interest of whatsoever nature in the said premises or on the **TRANSFEROR**.

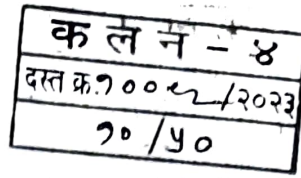


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16. It is agreed that in the event of any delay or default by the **TRANSFEROR** by any means, any reasons like, If **TRANSFEROR** fails to provide Legal/Statutory property documents required by the **TRANSFEREES**, If the **TRANSFEREES** find out any legal defect in property before execution of sale deed, If the **TRANSFEROR** fail to provide all original documents to **TRANSFEREES** Bank. If the **TRANSFEROR** fail to provide vacant possession of property at the time of execution of sale deed. In this context then the **TRANSFEREES** shall give fifteen days-notices in writing to the **TRANSFEROR** and if the **TRANSFEROR** fail to provide complete necessary documents, then and in that event this Agreement shall stand terminated.

17. The agreement is subject to Maharashtra Ownership of Flats Act 1963.

**FIRST SCHEDULE OF PROPERTY**

All that piece and parcel of land bearing Survey No. 37/1A, 37/1B, 37/2A, 38/2, 38/5, 40/2, 143/2, 143/3, 144/6 of Village Khoni, Taluka Kalyan, Dist. Thane. And within the limits of Kalyan Dombivali Municipal Corporation, Dombivali Division, within the Registration Dist. Thane and Sub-Registration Dist. Kalyan in its Dombivali Division.

**SECOND SCHEDULE OF PROPERTY**

Flat No. 002 on Ground Floor, G-Wing and admeasuring about 429 Sq. Ft. Carpet area ( 47.84 sq. mtrs Built Up Area) (With One Four Wheeler Open Car Parking Space No. C4-B1366), of building known as "CASA ADRIANA" Co-Op. Housing Society limited" In "THE DOWN TOWN" project, at Village Khoni, Dombivali (E) 421204. Taluka Kalyan, Dist. Thane.

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IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the date and the year first herein above stated.

SIGNED AND DELIVERED by the  
Within named "TRANSFEROR"

1) MR. PIYUSH CHANDRAKANT KANEKAR

in the presence of the witnesses:

1. [Signature]  
2. [Signature]



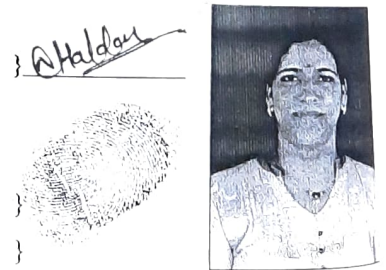
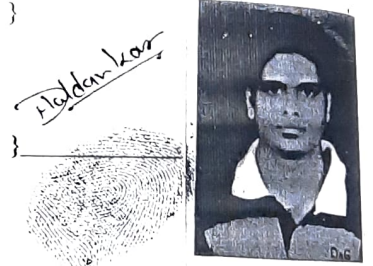
SIGNED AND DELIVERED by the  
Within named "TRANSFEREES"

1) MR. DHIRAJ BHARAT HALDANKAR

2) MRS. NILAM DHIRAJ HALDANKAR

In the presence of the witnesses:

1. [Signature]  
2. [Signature]



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१२/५०

**RECEIPT**

Received of and from the above-named "TRANSFEREES" 1) MR. DHIRAJ BHARAT HALDANKAR & 2) MRS. NILAM DHIRAJ HALDANKAR a sum of Rs.10,00,000/- (Rupees Ten Lakhs Only) as an earnest money for the transfer of the said Flat No.002 on Ground Floor, G-Wing and admeasuring about 429 Sq. Ft. Carpet area ( 47.84 sq. mtrs Built Up Area) (With One Four Wheeler Open Car Parking Space No. C4-B1366), of building known as "CASA ADRIANA" Co-Op. Housing Society limited" In "THE DOWN TOWN" project, at Village Khoni, Dombivali (E) 421204. Taluka Kalyan, Dist. Thane. And said Shares to be paid by them to me as within mentioned.

CHEQUE NO./ REF. NO.	DATE	BANK NAME	AMOUNT
318136920994	30/06/2013	G. P. PARSIK BANK	50,000/-
318090553158	29/06/2023	G. P. PARSIK BANK	50,000/-
Pjsbh23191000 141323148403 80	10/07/2023	G. P. PARSIK BANK	9,00,000/-
			10,00,000/-
(Rupees Ten Lakh Only)			

I Say Received Rs.10,00,000/-

*Red*  
MR. PIYUSH CHANDRAKANT KANEKAR  
"TRANSFEROR"

Witness:-

1. *[Signature]*  
2. *[Signature]*







सत्यमेव जयते

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दस्त क्र. १०००२ / २०२३  
२० / ५०

## महाराष्ट्र शासन नोंदणीचे प्रमाणपत्र

क्र मांक टिएनए/डिओएम/एचएसजी(टीसी)/३३७०२/ सन-२०२१  
या प्रमाणपत्राद्वारे प्रमाणित करण्यांत येत आहे की,

### कासा अँड्रियाना को-ऑपरेटिव्ह हौसिंग सोसायटी लि.

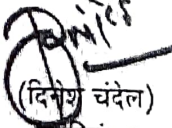
मकां नं ३७/१ ए, ३७/१ बी, ३७/२ ए, ३८/२, ३८/५, ४०/२, १४३/१, १४३/२, १४३/३  
आणि १४६/६, किलेज-खोणी, डोंविवली (पुर्व) ता.कल्याण, जि.ठाणे.

ही संस्था महाराष्ट्र सहकारी संस्था अधिनियम १९६० मधील (सन १९६१ चा  
महाराष्ट्र सहकारी अधिनियम क्रमांक २४) कलम ९(१) अन्वये नोंदणी क्रमांक टिएनए/डिओएम/  
एचएसजी (टीसी)/३३७०२/सन २०२१-२०२२, दि.१४/१०/२०२१ ने नोंदविण्यात 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 :- डोंविवली  
दिनांक :- १४/१०/२०२१



  
(दिनेश चंदेल)  
उपनिबंधक,  
सहकारी संस्था, डोंविवली



## गावाचे नाव : खोणी

(1)चिक्केचा पत्रा	करारनामा
(2)मोबलना	2900000
(3) राजारभाव(भाडेपट्ट्याच्या बाबतपट्टाकार आकारणी देतो की पट्टेदार ने मसुदा करावे)	2532900
(4) भू-मापन,पोटहिसमा व घरकमांक(अमल्यास)	1) पालिकेचे नाव:कल्याण-डोंबिवली इतर वर्णन : इतर माहिती: मौजे खोणी येथील म नं 37/1ए,37/1बी,37/2ए,38/2,38/5,40/2,143/2,143/3,144/6,या वरील दी डाउनटाउन प्रोजेक्ट मधील मदनिका नं 002,तळ मजला,जी विंग,कामा अॅड्रियाना को ऑफ हीमिंग सोसायटी लिमिटेड,क्षेत्र 429 फुट कार्पेट(47.84 चौ मी विल्टअप)मोबल एक फोर व्हिलर कार पार्किंग स्पॅस न मी 4-थी 1366( ( Block Number : 002 : ) )
(5) शेअर	1) 47.84 चौ.मीटर
(6)अनादणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) रत्नांघज करन देणा-या/निहून ठेवणा-या पक्षकाचे नाव किंवा दिवाणी न्यायालयाचा हुक्मनामा किंवा आदेश अमल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-पियुष चंद्रकांत कानकेकर -- वय:-33; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं: विल्डिंग नं. 6, फ्लॅट न एम. 02, हिंद नगर कॉलनी, नागवार्डे पार्क, कोल्हापूर, रोड नं:-, महाराष्ट्र, KOLHAPUR. पिन कोड:-416003 पॅन नं:-BEOPK4132A
(8)रत्नांघज करन घेणा-या पक्षकाचे व किंवा दिवाणी न्यायालयाचा हुक्मनामा किंवा आदेश अमल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-शिरज भरत हळदणकर -- वय:-35; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं: मी /1028, एमआरए कॉलनी, पंचशील नगर, चेंबूर, अमर महल सिंगल च्या जवळ, टिळक नगर, मुंबई, रोड नं:-, महाराष्ट्र, MUMBAI. पिन कोड:-400089 पॅन नं:-AFOPH9014G 2): नाव:-निलम शिरज हळदणकर -- वय:-32; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं: मी /1028, एमआरए कॉलनी, पंचशील नगर, चेंबूर, अमर महल सिंगल च्या जवळ, टिळक नगर, मुंबई, रोड नं:-, महाराष्ट्र, MUMBAI. पिन कोड:-400089 पॅन नं:-BRWPP5421L
(9) रत्नांघज करन दिल्याचा दिनांक	14/07/2023
(10)दस्त नांदणी केल्याचा दिनांक	14/07/2023
(11)अनुक्रमांक खड व पृष्ठ	10092/2023
(12)राजारभावाप्रमाणे मुद्रांक शुल्क	174000
(13)राजारभावाप्रमाणे नांदणी शुल्क	29000
(14)शेअर	

नगरपालिका विभागान घेतलेला तपशील:-

दुय्यम निबंधक कार्यालयात निवडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



सह.दुय्यम निबंधक कल्याण - ४