

Original

नौंदणी 39 म.

2660.00

Regn. 39 M

पावती

पावती क्र. : 5847

दिनांक 14/10/2003

दस्तऐवजाचा अनुक्रमांक टनन4 - 05846 - 2003

दस्ता ऐवजाचा प्रकार करारनाम

गाराचे नाव खारी

सादर करणाराचे नाव: सजीव कुमार के.

नोंटणी की

रूजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (21)

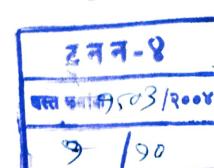
एकूण रु. 3080.00

आपणास हा दस्त अंदाजे 4:53PM ह्या वेळेस मिळेल

दुय्यम निंबधक ठाणे ४

व्यव निवयह वार्य के

जार मुल्यः २४९७७ रु. 🔪 मोबदलाः 150000रु.



the 3200/ Three Thousand, two

AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT made and entered in to at BHAYANDER (E), DIST. THANE, this 16th day of SEPTEMBER of the Christian year TWO THOUSAND THREE,

BETWEEN

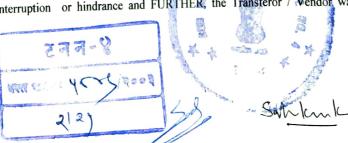
MR. M. M. JAMES (Constitute Attorney of Mr. C. D. CHANDRAN) An Adult, Indian Inhabitant, residing at Flat No. 22, B Wing of Vandana Co-operative Housing Society Ltd., situated at Jessal Park, Bhayander (E), Dist. Thane – 401 105., hereinafter called 'THE TRANSFEROR / VENDOR' (which expression shall unless it be repugnant to the meaning or context thereof mean and include his heirs, successor, administrators and assigns) of the ONE PART,

AND

MR. SAJEEV KUMAR K. An Adult and Indian Inhabitants, at present residing at Flat No. 403, of the Sai Park – A Co-operative Housing Society Ltd., situated at Navghar Road, Bhayander (E), Dist. Thane – 401 105, hereinafter called or referred to as 'THE TRANSFEREE / PURCHASER' (which expression shall unless it be repugnant to the meaning or context thereof mean and include his heirs, successor, administrators and assigns) of the OTHER PART.

WHEREAS the Transferor / Vendor herein is well seized and possessed of or sufficiently entitled to being absolute owner thereof, a self-contained FLAT being Flat No. 403, admeasuring 320 sq. ft. super built up area on 4th floor of the building known as Sai Park – A Co-operative Housing Society Ltd., situated at Navghar Road, Bhayander (E), Dist. Thane – 401 105, (for the sake of brevity it may be referred to hereinafter as 'THE SAID FLAT') standing on the piece or parcel of Non Agricultural Land or Ground bearing City Survey No. 178 / 179 (Part), lying and being at Revenue Village Bhayander, in Taluka Thane, in the Registration District and Sub District of Thane. (more particularly described in the Schedule hereunder written).

AND WHEREAS, the said flat was acquired by the Transferor / Vendor herein from M/s. Sai Kuntal Builders, a Partnership firm vide an agreement for sale dated 9th December, 1985 and the Transferor has since paid full and final consideration thereof to the said M/s. Sai Kuntal Builders and in appreciation thereof the said First Transferor handed over peaceful, and vacant possession of the said flat to the said Transferor / Vendor herein and the said flat is in use, occupation and exclusive possession of the said Transferor / Vendor without any interruption or hindrance and FURTHER, the Transferor / Vendor was



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SUB-REGISTRAR THARE - 2

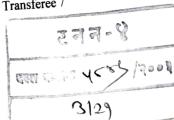
Rs 0003200

enrolled as a valued member of the said society namely Sai Park – A Cooperative Housing Society Ltd., situated at Navghar Road, Bhayander (E), Dist. Thane – 401 105, registered under — No. T N A / H S G / (T C) 423 / 1985-86 (referred hereinafter as 'the said society') and was subsequently alloted five fully paid up shares of — Rs. 50/- each, bearing distinctive Nos. 191 to 196, having Share Certificate No. 39 (for the sake of brevity it may be referred to hereinafter as 'the said shares') and the said membership of the Transferor / Vendor herein is still valid and subsisting and not determined on any a ground whatsoever.

AND WHEREAS, the Transferor / Vendor herein being absolute and exclusive owner of the said Flat and the holder of the said shares, the Transferor / Vendor herein has agreed to transfer, assign and sell to the Transferee / Purchaser herein and the Transferee / Purchaser herein have agreed to acquire and hold and purchase the said shares and incidental thereto to hold, own and acquire the rights to use, occupy and possess and enjoy the said flat and the said shares thereof on the terms and conditions, stipulations, and covenants, contained hereinunder and for the total consideration price stated herein further below:

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

- 1. The Transferor / Vendor herein declares and confirm that the said flat and the said shares in respect thereof are free from all encumbrances and/or charges and the said Flat is absolutely and exclusively owned by the Transferor / Vendor herein and holding the shares in respect thereof and he has full right, sole authority and absolute powers to transfer the said shares and incidental thereof to sell, transfer, assign and assure the said Flat together with all the tangible and intangible right and further with fixtures and fittings of permanent nature attached thereto and with all facilities available thereto, to the Transferee / Purchaser herein and that the Transferor / Vendor herein is not forbidden by way of any Act or Rules framed thereunder or by provisions of any bye laws or Rules and Regulations of any legislation to transfer, assigns, sell or assure or alienate the said shares and the said flat to the Transferee / Purchaser herein.
 - 2. The Transferor / Vendor herein agrees and undertake to transfer, assign, alienate and sell to the Transferee / Purchaser herein and the Transferee /



Purchaser herein agrees to hold, acquire and purchase and occupy and use the said Flat all that:

a. All rights, title and interest, claims and benefits and the rights in the above said shares and in respect thereof being Flat No. 403, on the 4th floor of the Building known as the "SAI PARK - A Co-operative Housing Society Ltd., admeasuring 320 sq. ft. super built up area situated at Navghar Road, Bhayander (E), Dist. Thane - 401 105. on

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ownership basis, together with all fittings and fixtures of permanent nature attached thereto.

b. That five fully paid up shares each of Rs. 50/- bearing Share certificate No. 39, having Distinctive Nos. 191 to 196 (both inclusive), allotted by the said society to the Transferor / Vendor herein in respect of the said Flat.

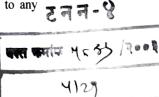
- 3. The Transferor / Vendor herein has agreed to transfer, assign, assure and sell to the Transferee / Purchaser herein and the Transferee / Purchaser herein have agreed to hold, acquire and purchase from the Transferor / Vendor herein the said flat and incidental thereto the said shares in respect thereof for the total consideration of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) in lump-sum which is payable by the Transferee / Purchaser herein to the Transferor / Vendor herein in the manner as under :
 - a. Rs. 10,000/- (Rupees Ten Thousand Only) referred hereinafter as the 'Initial Payment' (the payment and receipts whereof the Transferor / Vendor herein admit and acknowledges herein further) on the day of execution of this Agreement
 - b. Rs. 1,40,000/- (Rupees One Lakh Forty Thousand Only) within 30 days from the execution of this Agreement and on handing over of peaceful and vacant possession of the said Flat to the Transferee/ Purchaser.
- 4. It is agreed that the Transferee / Purchaser shall be entitled to receive peaceful and vacant possession of and to use and occupy the said Flat together with shares in respect thereof and all other title deeds mentioned herein below from the Transferor / Vendor only after payment of balance consideration of Rs. 1,40,000/-.
- 5. It is also agreed that after making full & final payment of the consideration stated in Clause 3.b hereinabove by the Transferce Purchaser herein to the Transferor / Vendor, the Transferee / Purchaser herein shall be deemed to be the absolute holder of the said shall be neitled to get himself entons as member of the said society and

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further he shall be entitled to get transferred to his account or his name all such amounts lying deposited with the said society, including the amount of electricity and water deposits, amount of Sinking Fund, amount of share money, without any claim or objection of whatsoever nature from the Transferor / Vendor, and / or any other person or persons acting under the Transferor / Vendor lawfully and /or equitably.

- 6. It is agreed that on receiving full and final consideration as stated hereinabove, the Transferor / Vendor herein undertakes to sign, execute and deliver all such papers, documents, letters, writings, deeds, bonds or declaration, affidavits, transfer forms or any such necessary and requisite papers and documents or deeds whatsoever are demanded or required by the Transferee / Purchaser, and / or the said society for effectually vesting the said flat and the said shares to the names and unto the Transferee / Purchaser, herein forever and permanently at any time hereinafter.
- 7. It is further agreed by and between the parties herein that the entire cost of transferring the said flat and the said shares including transfer fees payable to the society namely the "Sai Park -A Co-op. Housing Society Ltd., will be borne and paid by the Transferee / Purchaser alone.
- 8. The Transferor / Vendor herein declares and confirms that he and /or any person or persons acting on his behalf has not created any type of encumbrance or charges in over the said flat and / or the said shares or any part thereof and the same are free from all encumbrances and the Transferor / Vendor herein undertakes not to create the same at any time hereinafter and further undertakes to indemnify and keep indemnified the Transferee / Purchaser herein against any such claims or demands if are made or claimed or demanded by any person or body on account of any such encumbrances if are found at any time hereinafter, created by the Transferor / Vendor, and /or any person or persons on his behalf, entirely at his own costs and expenses.
- 9. The Transferor / Vendor herein declares that the said flat or the said shares or any part thereof is not the subject matter of any litigation or subject matter of any attachment before or after judgment and that he is not forbidden by any Act or legislation or Rules and regulations framed thereunder to assign, transfer or alienate or sell the said flat and / or the said shares to the name of Transferee / Purchaser hereunder.
- 10. The Transferor / Vendor herein further declarer and states that he and /or any person or persons acting under him has ever not agreed to sell, transfer or assign or surrender or alienate the said flat or the said shares to any



persons or persons, verbally and / or in writing save and except the Transferee / Purchaser herein.

- 11. The Transferor / Vendor herein states that all monthly outgoings in respect of the said flat till the date of giving possession of the said flat will be paid and borne by him and after taking possession of the said flat for the residual period paid and borne regularly by the Transferee / Purchaser herein. The Transferee / Purchaser herein shall get himself enrolled as member of the said society and shall abide by the Rules and Regulations and Bye-laws of the said society without committing any breach of the same.
- 12. The Transferor / Vendor herein declares that only documents in his possession relating to the said flat are as under and he undertake to hand over the same to in original to the Transferee / Purchaser herein on receiving the balance sales consideration of Rs. 1,40,000/-.
 - a. Original copy of Agreement executed between M/s. Sai Kuntal Builders, Mumbai. and the said Transferor Mr. C. D. Chandran, Dated 9th December, 1985.
 - b. Original General Power of Attorney dated 19th May 2003 issued by Mr.
 c.D. Chandran.
 - c. Original Share Certificate No. 39 bearing Nos. 191 to 196.
 - d. Latest Maintenance Charges Bill with paid receipt, of the Sai Park A
 Co-op. Housing Society Ltd.,
 - e. Latest B. S. E. S. Bill duly paid of the said flat, along with B. S. E. S. Deposit Receipt.
- 13. The Stamp Duty & Registration fees, if any, of this Agreement shall be borne and paid by the Transferee / Purchaser alone.
- 14. It is agreed that as and when this Agreement is lodged for registration, the Transferee / Purchaser shall lodge the same for registration and intimate the number of lodging the same to the Transferor / Vendor and the Transferor / Vendor herein on receipt of the intimation, shall attend the Office of the Sub Registrar of Assurances, within the prescribed period / time and admit execution thereof without any objection or demand. However such registration charges with penalty if any of this Agreement shall be borne and paid by the Transferee / Purchaser alone.

THE SCHEDULE OF THE PROPERTY, REFERRED TO ABOVE

ALL THAT a self contained Flat aloning Flat No. 103 admeasuring 320 sq. ft. Super built up area, on the Four Floor, of the Building of the SAI PARK -A CO-OPERATIVE HOUSING SOCIET. TD., situated at Navghar Road,

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उत्तत-प्र

क्षेत्र व्याप्त क्षेत्र (आहेंद्र-पूर्व) ११८४८ हार्डिट व्याप्त स्थाप्त (Bruyandar-East) ११८ पाईवर्र ता. जि. कार्षे

Rain スペーで19.5 C3-

भार्य इंगाब्स लॉशटमामा खार

संस्वल्या त्रिणांस येना की के साई हिंनला निकारण नामहार स्टेशन बोड आहित्य पुर्न नामहोत निका मान पडलेकी जनस्वकास एकना Nortsकेत्य जीकी Nort का का क्रामपंडाकिन बोराकामान्त निकारणेला अवल जाहींने बोराकामान्ति संस्थाल अवल जाहीं.

> S-11 पट्ठा विस्तारी धर्मच शुम शामित्रायत, नवधा

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WHEREAS by and under an agreement for sale dated the 09-12-1985 entered into between M/S. SAI KUNTAL BUILDERS, therein called as BUILDERS AND DEVELOPERS of the one part and my self, I am the absolute owner and such is absolutely seized and possessed of residential accomodation, i.e. FLAT Fremises bearing No.403, on the Fourth Floor, in the as SAI PARK Co-operative Building known Housing Society Ltd., having a 320 sq.ft. Built Up or thereabouts, having Regn. No. TNA / HSG / (TC) / 423/ 1985-86 DATED + situated at Bhayandar (East), District : Thane, on plot of Land bearing Old Survey No. 178/179, New survey No.____, Hissa No. Part, situated at Navghar Road, in the Revenue Village at Navghar, Bhayandar (East), Taluka : Thane, Dist : Thane. (hereinafter referred to as "THE SAID FLAT").

AND WHEREAS I could not attend and comply with all the formalities and procedure with respect to the said FLAT premises as I am residing at abroad address mentioned above and further I want to sell the above said flat and for that purpose necessary procedure need to be follows and herewith I, MR. C.D. CHANDRAN, in order to enable to look after and maintain the various affairs of the said FLAT, it is very expedient and necessary for ME to appoint a frienc' MR. M.M. JAMES, Say true and lawful attorney:





दस्त गोषवारा भाग - 2

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दस्त क्रमांक (5846/2003)

29/20

दिनांक:14/10/2003 पावती क्र.:5847

पावतीचे वर्णन

नांव: सजीव कुमार के. -

:नोंदणी फी 2660

:नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल 420

(आ. 11(2)),

. रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी

3080: एकूण

दु. निबंधकाची सही, ठाणे 4

दस्त क. [टनन4-5846-2003] चा गोषवारा

बाजार मुल्य :249795 मोबदला 150000 भरलेले मुद्रांक शुल्क : 3200

दस्त हजर केल्याचा दिनांक :14/10/2003 04:34 PM

निष्पादनाचा दिनांक : 16/09/2003 दस्त हजर करणा-याची सही :

, Sahkunk

दस्ताचा प्रकार :25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 14/10/2003 04:34 PM

शिक्का क्र. 2 ची वेळ : (फ़ी) 14/10/2003 04:38 PM शिक्का क्र. 3 ची वेळ : (कबुली) 14/10/2003 04:40 PM शिक्का क्र. 4 ची वेळ : (ओळख) 14/10/2003 04:40 PM

दस्त नोंद केल्याचा दिनांक : 14/10/2003 04:41 PM

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात,

व त्यांची ओळख पटवितात.

श्रीकुमार व्ही. - ,घर/फ़्लॅट नं: 101

गल्ली/रस्ता: -

ईमारतीचे नावः लयसक्ष्मी अपार्ट

ईमारत नं: -पेट/वसाहत: -

शहर/गाव: भाई्दर

तालुकाः -

2) रतिश मोहन - ,घर/फ़लॅट नं: 307 ि attices पिन: -

गल्ली/रस्ताः -ईमारतीचे नावः साई पार्क

ईमारत नं: -पेठ/वसाहतः -शहर/गाव: भाईंदर

तालुका: -पिन: -

दु. निबंधकाची सही ठाणे 4

भमाणित करणेत येने की, का वस्तामध्ये एकूणवाने आहर

द्रयम निवंधक ठाणेन्य

द्रथ्यम् निवंधक ठाणे कं. ४

नारील 25 माहे 90

