दुय्यम निबंधकः सह दू.नि.ठाणे 5

दस्तक्रमांक व वर्ष: 4291/2011

Thursday, May 05, 2011

12:15:25 PM

सूची क्र. दोन INDEX NO. II

नोंदणी 63 म.

Regn. 63 m.e.

गावाचे नाव :

पाचपाखाडी

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणा देतो की पटटेदार ते नमूद करावे) मोबदला रू. 1,500,000.00

बा.भा. रू. 1,419,000.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

(1) सिटिएस क्र.: 216 पैकी, टिका नंबर 8/-/- वर्णनः झोन 5/19, सिटीएस नंबर 216 पैकी, टिका नंबर 8 - दुकान नंबर 04, तळमजला, विशाल टॉवर, विशाल टॉवर को ऑप हौ सो लि., पांचपाखाडी ठाणे

(3)क्षेत्रफळ

(1)18.67 चौ मी बांधीव

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा

(1) विजय लालचंद शर्मा - -; घर/फ़्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: विशाल टॉवर ठाणे; ईमारत नं: -; पेठ/वसाहतः -; शहर/गावः -; तालुकाः -; पिनः -; पॅन नम्बरः -. (2) मिना विजय शर्मा - -; घर/फ़्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: व प्र; ईमारत नं: -;

किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता

पेठ/वसाहतः -; शहर/गावः -; तालुकाः -; पिनः -; पॅन नम्बरः -. (3) अनिरुध्द विनय शर्मा - -; घर/फ़लॅट नं: -; गुल्ली/रस्ता: -; ईमारतीचे नाव: व प्र; ईमारत नं: ; पेठ/वसाहतः -; शहर/गावः -; तालुकाः -; पिनः -; पॅन नम्बरः -.

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता

(1) मितेश अ बारोट - -; घर/फ़लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: अँजेलिका प्राईंड पार्क ठाणे; पेठ/वसाहतः -; शहर/गावः -; तालुकाः -;पिनः -; पॅन नम्बरः -.

(7) दिनांक

करून दिल्याचा 05/05/2011

(8)

नोंदणीचा

05/05/2011

(9) अनुक्रमांक, खंड व पृष्ठ

4291 /2011

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

रू 75000.00

(11) बाजारभावाप्रमाणे नोंदणी

रू 15000.00

(12) शेरा







सह दुय्यम निबंधक ठाणे क्र. ५



## AND

MR. MITESH A. BAROT, age 31 years, Indian Inhabitant, having address at 802-B, Anjelica, Pride Park, Ghodbunder Road, Thane (W), hereinafter called "THE TRANSFEREE" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) THE PARTY OF THE SECOND PART.

WHEREAS by virtue of an Agreement dated 06th day of November, 1991 (Registered with the Sub-Registrar of Thane by Declaration Deed dated 02<sup>nd</sup> day of July, 1998 at Doc. No. 3284/199 dated 261998 ) executed between M/s. Vishal Builders, a registered partnership firm carrying on business at C/o. Sadhana Builders, mi fren neut Behind Love Bird, Thane, therein referred to as the "Sellers" of the One Part and Mr. Lalchand Mayadas Sharma, therein referred to as the "Purchaser" of the Other Part purchased and acquired all rights, title and interest in Shop No. 4, admeasuring 167.4 Sq. Ft. Carpet area Sq. Mtrs. Carpet area on Ground Floor, in the brilding know "Vishal Tower" now known as the "Vishal Tower Cooperative Housing Society Ltd.", standing on the plot of land bearing City Survey No. 216(pt.), Tika No. 8, Village - Panchpakhadi, txing and situated at Kolbad Road, Panchpakhadi, Thane (W), within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane, which shop hereinafter referred to as the PREMISES"

AND WHEREAS Mr. Lalchand Mayadas Sharma has made the entire payment of consideration to the said M/s. Vishal Builders of such being on and thereupon, he had been put into the actual and physical possession of the said premises as the absolute and lawful owner thereof.

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AND WHEREAS all the shops/shops holder of the said building forming society as the "Vishal Tower Co-operative Housing Society Ltd.", a society registered under Registration No. TNA/(TNA)/HSG/(TC)/6430/93-94 Dated 30/12/1993 and issued Share Certificate No. 36, bearing Distinctive No. 176 to 180 (both inclusive) (hereinafter referred to as the SAID SHARES) in the name of Mr. Lalchand Mayadas Sharma.

AND WHEREAS Mr. Lalchand Mayadas Sharma expired on dated 24/04/2005hence society has transferred the said Share Certificate in the name of Mr. K. L. Sharma and Mr. Anirudh Vinay Sharma (each having equal share) on dated 12/08/2006.

AND WHEREAS Mr. K. L. Sharma expired on 16/08/2009 as per his will the society has transferred his share in respect of the said Shop in the name of MR. VIJAY LALCHAND SHARMA & MRS. MEENA VIJAY SHARMA on dated 08/08/2010.

and whereas the Transferors herein are the bonafide members of the "Vishal Tower Co-operative Housing society registered under Registration No. TNA/15/40/HSG/(TE) 6430/93-94 Dated 30/12/1993 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, the Transferors are holding five fully paid up shares of Rs. 50/- each under Share Certificate No. 36, bearing Distinctive No. 176 to 180 (both inclusive), (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

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Teens of resolution

- 15. The TRANSFERORS hereby agree to sign all necessary, papers, documents, deeds and swear affidavits and declaration as and when necessary for effective transfer of the said premises in favour of the TRANSFEREE.
- 16. The TRANSFERORS shall indemnify and keep indemnified to the TRANSFEREE 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 agreements, 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 Shops / Shops Act (1903) he Rules made thereunder.

## :: SCHEDULE ABOVE REFERENCE

ALL THAT PREMISES bearing Shop No. 4, admeasuring 167.4 Sq. Ft. Carpet area i. e. 15.56 Sq. Mtrs. Carpet area on Ground Floor, in the building now known as the "Vishal Tower Co-operative Housing Society Ltd.", standing on the plot of land bearing City Survey No. 216(pt.), Tika No. 8, Village - Panchpakhadi, lying, being and situated at Kolbad Road, Panchpakhadi, Thane (W), within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane.

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P. Municipal Corporation Act 1949 Sect. 253, 254 and Rule No. 6 of the chapter XII of the Said Act. C. T. S. No. 216 (PART) BREEDERIKKI, KOLBAD Rosd, These & CO. (ARCH) WESAWAKAR SHRI. J. M. NAYAR. (OWNER) whitelesence to your application dated 1777 I have to inform you as follows have been allowed to construct the works as par accompaning plans and on the aditions, and on the land owned by you. non is allowed on the Municipal Land. Name Tank priving about es of scopic Tank privios should be constructed as per Govt. 's approved plan. was lot 250-00" away from Jny well. hard should be two units of septic tanks. serimous should be provided with flushing apparatus and over-head tank. inchines and ventilating pipes having mosquite proof is sillutal should be passed throughout a sokage pit. are netting. gellutat should be of a standard composition agraction should not be occupied without obtaining the completion certificate. agractural responsibility will be on the owner and the Engineer. R.C.C. wall below G. L. should be constructed between wall and Aqua privy and just should be carried on without obtaining the commencement certificate from the The work should be commenced within one year from the date of permission othewrise termission will be lapsed Lewerk should be carried out within the owner's land. the water way shall have to be maintained to pass rain. that drain for waste disposal should be constructed upto municipal drain. V.A. permission form the Revenue Authorities for the proposed work be o afore 7 days of the starting the construction work. Leowner and the Architect or Engineer is responsible for construtions, Same shall be given befor 7 days of starting the construction. Makingality is not responsible to supply water for domestic or any other many himstica in writing, should be given to this office when the construct of poiculation Takes the plinth level and the construction should not be proceeded further unlose and unity ile no objection certificate " from the tenants residing in the structure nown to be hould be furnished to the municipal authorities before lining out the prepoider building on escupation Certificate for the proposed building will not be granted unless the house drainage Priete connected to the Municipal Main Sewer lines to the satisfaction of Musicipal Authorised. Whattien for completion/occupation certificate shall be accompanied with the plan at her an agricultural permission under Muharushira Lund Revenue code 1956 shall be submitted in entruction done on the site. ent of the proposed work so as Talles SEVBN days before starting the construction work. tradace drain should be maintained pro, erty before comenbuilding material or earth removed from the tenants should not be Tumped or should no unisipal road, CROCKET THE STREET COM MISSIONER THANE MUNICIPAL CORPORATION 9' FOR



