



गावाचे नाव : कांदिवली

करारनामा

3500000

दस्तावेजाच्या

2830491

तारखी देतो की पट्टेदार ने

गाव घटकक्रमांक(अमल्याम)

1) पाविकेचे नाव: मुंबई मनपा इतर वर्णन : मददिका नं: शॉप नं. 12, माळा नं: तळ मजला, इमारतीचे नाव: पंचशील रेसिडेन्सी को ऑप ही सोसा लि, ब्लॉक नं: महावीर नगर, रोड : इटान्कण्याडी कांदिवली वेस्ट, मुंबई 400067, इतर माहिती: इतनात नमुद केव्या प्रमाणे ----- मिल्कती चे क्षेत्रफळ 11.05 चौ.मीटर कार्पेट PUI: RS0403793200000 ((C.T.S. Number : 128. ;))

1) 13.27 चौ.मीटर

ही देण्यात असेल तेव्हा,

पणा-या/निवृत्त उद्योग-या दिवाणी न्यायालयाचा अमल्याम,पतिवादिचे

1): नाव:-हीराबेन रमेशचंद्र राठोड वय:-69; पत्ता:-प्लॉट नं: डी/28/405, माळा नं: -, इमारतीचे नाव: योगी विहार को-ऑप. ही. सोसा. लि, ब्लॉक नं: नियर राज वेडिस टेलर, योगी नगर, रोड नं: ब्रॉम्बिली वेस्ट, मुंबई, महाराष्ट्र, मुंबई. पिन कोड:-400091 पॅन नं:-BSKPR7283P

2): नाव:-नितीन रमेशचंद्र राठोड वय:-42; पत्ता:-प्लॉट नं: डी/28/405, माळा नं: -, इमारतीचे नाव: योगी विहार को-ऑप. ही. सोसा. लि, ब्लॉक नं: नियर राज वेडिस टेलर, योगी नगर, रोड नं: ब्रॉम्बिली वेस्ट, मुंबई, महाराष्ट्र, मुंबई. पिन कोड:-400091 पॅन नं:-AHUPR5842E

पणा-या पक्षकाराचे व किंवा हुकुमनामा किंवा आदेश नाव व पत्ता

1): नाव:-निकुंज हर्षदभाई जानी वय:-38; पत्ता:-प्लॉट नं: सी-104, माळा नं: -, इमारतीचे नाव: अंशूल ट्राइडम, ब्लॉक नं: नियर वसंत कॉम्प्लेक्स, रोड नं: लिंक रोड, कांदिवली वेस्ट, मुंबई, महाराष्ट्र, मुंबई. पिन कोड:-400067 पॅन नं:-AIAPJ4542J

2): नाव:-भावना निकुंज जानी वय:-39; पत्ता:-प्लॉट नं: सी-104, माळा नं: -, इमारतीचे नाव: अंशूल ट्राइडम, ब्लॉक नं: नियर वसंत कॉम्प्लेक्स, रोड नं: लिंक रोड, कांदिवली वेस्ट, मुंबई, महाराष्ट्र, मुंबई. पिन कोड:-400067 पॅन नं: BEPPJ9852R

दिल्याचा दिनांक

22/02/2024

व्याचा दिनांक

22/02/2024

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3804/2024

माणे मुद्रांक शुल्क

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माणे नोंदणी शुल्क

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पारात घेतलेला तपशील:-

पारता निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to



AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and entered into at MUMBAI this 22ND day of FEBRUARY, 2024 ; BETWEEN ; MRS. HIRABEN RAMESHCHANDRA RATHOD, aged 69 years & MR. NITIN RAMESHCHANDRA RATHOD, aged 42 years, Indian Inhabitants of Mumbai, residing at Flat No.D/28/405, Yogi Vihar Co-o69p. Housing Society Ltd., Eksar Road, Near Raj Ladies Tailor, Yogi Nagar, Borivali (West), Mumbai- 400 091, hereinafter called "THE TRANSFERORS" (which expression shall unless it be repugnant to the context or meaning, thereof mean and include their respective legal heirs, successors, executors, administrators and assigns) the party of ONE PART ; AND ; MR. NIKUNJ HARSHADBHAI JANI, aged 38 years & MRS. BHAVANA NIKUNJ JANI, aged 39 years, Indian Inhabitants of Mumbai, residing at Flat No.C-104, Anshul Height, Near Vasant Complex, Link Road, Kandivali (West), Mumbai- 400 067, hereinafter called "THE TRANSFEREES" (which expression shall unless it be repugnant to the context or meaning, thereof mean and include their respective legal heirs, successors, executors, administrators and assigns) the Party of the Other Part;

हरिबाबे रमेशचंद्रा राठोड

N.R RATHOD

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"THE TRANSFEREES" agree and undertake to pay to "THE TRANSFERORS" sum of Rs.23,00,000/- (RUPEES TWENTY THREE LAKHS ONLY) within the period of 30 days from the date of registration of this Agreement for Sale being the full and final consideration amount on disbursement of Housing Loan and against receiving the vacant and peaceful possession of the said property.

AND WHEREAS THE TRANSFERORS shall handover to THE TRANSFEREES, the vacant and peaceful possession of the said Shop immediately against completion of the present sale transaction i.e. receiving the consideration amount in full.

AND WHEREAS the parties hereto are desirous of recording the terms and conditions of this Agreement in writing.

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

1. The TRANSFERORS hereby agree to sell, transfer and assign, and the TRANSFEREES hereby purchase and acquire:
 - a. Shop No.12 on the Ground Floor of the said building known as "PANCHSHEEL RESIDENCY" of the said Society standing on the said Property.
 - b. The said Shares i.e. 5 (Five) fully paid up shares of the said Society of the face value of Rs.50/- each.
 - c. All deposits standing to the credit of the TRANSFERORS in the books and registers of the said Society (hereinafter referred to as "the said Deposits").
 - d. All rights, benefits and advantages available to the TRANSFERORS and/or to which the TRANSFERORS are entitled to as the members and shareholders of the said Society (hereinafter referred to as "the said rights").



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2028	2028

The price of Rs.35,00,000/- (RUPEES THIRTY FIVE LAKHS ONLY) the sum of Rs.35,00,000/- (RUPEES THIRTY FIVE LAKHS ONLY) is inclusive of the value of shares and the Shop and also inclusive of the value of the relevant deposits (if any), with the said Society and other concerned authorities including deposit with said Society, Power House, etc. (hereinafter collectively referred to as "the said Deposits"). The said TRANSFEREES shall also, on completion of this

412 PART-2
SIRIC 0721815

2. The TRANSFERORS shall apply to get the TRANSFEREES admitted and enrolled as a member of the said Panchsheel Residency Co-operative Housing Society Ltd as owner of the said Shop in the records of the said Society and has agreed to execute in favor of the TRANSFEREES such documents for enrollment as may be required by the TRANSFEREES for vesting the said Shares in the said PANCHSHEEL RESIDENCY CO-OPERATIVE HOUSING SOCIETY LTD. and the said Shop in the name of the TRANSFEREES.
3. The TRANSFERORS hereby covenant with the TRANSFEREES as follows:
 - i. That the TRANSFERORS are the joint and absolute owners of the said Shares and the said Shop and no other person(s) has/have any right, title, interest, property, claim or demand of any nature whatsoever unto or upon the said Flat, either by way of sale, charges, lien, gift, trust, lease, easement or otherwise howsoever and that the TRANSFERORS have full power and absolute authority to sell and transfer the same to the TRANSFEREES.
 - ii. That the TRANSFERORS have not created any charge or encumbrance of whatsoever nature in respect of the said Shares or the said Shop and not subject matter of any litigation nor are the Shares or any of them attached in execution, any tenancy or lease and license or any right in favour of anyone in respect of the said Shop and the same is not attached either before or after judgement at the instance of Income Tax authorities, the Custom Authorities FEMA authorities SAFEMA authorities or from the Government of Maharashtra Local Municipality or any other Government Body or person and there are no outstanding or arrears payable to the Income Tax Authorities and the TRANSFERORS has not given any undertaking for the Tax authorities or any other Government authorities or any other Government authorities to deal with or dispose of right title and interest in the said Shop and that the TRANSFERORS have full and absolute power to deal with the same.



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412 PART-2
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412 PART-2

WHEREAS by an Agreement for Sale dated 12th July, 2004 made between M/S. SAI CONSTRUCTION AND DEVELOPERS a partnership registered under provisions of Partnership Act, 1932 and having its business at C-101, Panchsheel Residency, Dahankarwadi, Mahavir Nagar (West), Mumbai - 400 067, therein referred to as "THE PROMOTER" Part: AND: MR. RAMESHCHANDRA JETHALAL RATHOD (since deceased) referred to as "THE PURCHASER" of the other Part, the said CONSTRUCTION AND DEVELOPERS sold and MR. RAMESHCHANDRA RATHOD (since deceased) purchased and acquired on Ownership basis No.12 on ground floor in the building known as "PANCHSHEEL" situated at Mahavir Nagar, Dahankarwadi, Kandivall (West), Mumbai together with all rights, title, interests, benefits etc. and on the terms and conditions and for the consideration mentioned therein. The aforesaid Agreement dated 12.07.2004 was duly stamped and registered with the Sub-Registrar Assurances, Borivall No.2, M.S.D. under Document Serial No.BDRS-0128/04. Regn. Receipt No.7320 dated 14.07.2004.



That the said MR. RAMESHCHANDRA JETHALAL RATHOD expired on 28th leaving behind his legal heirs and successors and accordingly a Deed of Release dated 22nd May, 2017 duly stamped and registered before the Office of the Registrar, Borivall-5, M.S.D. under Document No.BRLS-6228-2017 dated 22.05.2017 by MRS. SEEMABEN LAITKUMAR JADAV & MRS. DEBENDRA HASMURTI CHAUHAN therein referred to as "THE RELEASORS" for release of the said undivided share w.r.t. Shop No.12 on Ground Floor in the building known as "PANCHSHEEL RESIDENCY CO-OPERATIVE HOUSING SOCIETY LTD." situated at Mahavir Nagar, Dahankarwadi, Kandivall (West), Mumbai - 400 067 in favour of MRS. HIRABEN RAMESHCHANDRA RATHOD & MR. MR. RAMESHCHANDRA RATHOD - "THE TRANSFERORS" herein.

Handwritten notes: 59101010781815, M.R. RATHOD

AND WHEREAS by the virtue of above explanation "THE TRANSFERORS" have been absolutely seized and possessed of and otherwise well and sufficiently entitled to Shop No.12 on the Ground Floor in the building known as PANCHSHEEL RESIDENCY CO-OPERATIVE HOUSING SOCIETY LTD. situated at Mahavir Nagar, Dahankarwadi, Mahavir Nagar, Kandivall (West), Mumbai - 400 067, hereinafter referred to as "the said Flat".

AND WHEREAS the Panchsheel Residency Co-operative Housing Society Ltd. (hereinafter for convenience referred to as "the said Society") a Co-operative Housing Society incorporated and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under Registration No.MUM/MNR/HSG/TC/13349/2003-2004 dated 12/11/2004 is seized, possessed of or otherwise well and sufficiently entitled to all that piece or parcel of land or Ground bearing C.T.S.No-128 (part) together with the building known as "PANCHSHEEL RESIDENCY" consisting of Ground and 7 (seven) upper floors with Lift Facility standing thereon situate, lying and being situate at Village: Kandivall, Taluka: Borivall, within the Registration District and Sub-District of Mumbai City and Mumbai Suburban hereinafter referred to as "the said Property".

AND WHEREAS the TRANSFERORS are the registered and bonafide members of the Panchsheel Residency Co-operative Housing Society Limited and are absolutely holding 5 (five) fully paid-up Shares of the face value of Rs.50/- (Rupees Fifty Only) each bearing distnos. from 581 to 585 (both inclusive) under Share Certificate No.117 issued by the said society (hereinafter referred to as "the said Shares").

AND WHEREAS the TRANSFERORS have agreed to sell, transfer and assign to the TRANSFEREES and the TRANSFEREES has agreed to purchase from the TRANSFERORS the said 5 (five) shares in said Society including Sinking Funds standing to the credit of the TRANSFERORS account with the society and as incidental thereto sell, transfer and assign all the beneficial right, title and interest of the TRANSFERORS in the said Shop together with the right of use and occupancy thereof at or for the price of Rs. 35,00,000/- (RUPEES THIRTY FIVE LAKHS ONLY).



"THE TRANSFERORS" do hereby admits and acknowledge and received from "THE TRANSFEREES" the sum of Rs.12,00,000/- (RUPEES TWELVE LAKHS ONLY) on or before execution of this Agreement for Sale being the part consideration amount for the sale of the said Flat, as per the particulars mentioned in the receipt appearing hereunder.

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