

1. **MR.RISHAV GARG**, Aged 34 years, adult, Indian inhabitant & **MRS.VINITA GARG**, Aged 32 years, adult, Indian inhabitant both residing at C-03/504, Madhav Sankalp Rameshwaram Harihar Bhimashankar Co-op. Hsg. Soc. Ltd., Madhav Sankalp, Khadakpada, Kalyan(west)-421301, hereinafter referred to as the **"TRANSFEROR / FLAT SELLERS"** (which expression shall unless it be repugnant to, the context or meaning thereof shall mean and include all their heirs, executors, administrators and assigns) of the **ONE PART:**

AND

2. **MR.ANIL A. PILLAI**, Aged 46 years, adult, Indian inhabitant & **MRS.BINDU ANIL PILLAI**, Aged 43 years, adult, Indian inhabitant both residing at C-4/604, Harihar, Madhav Sankalp, Khadakpada, Kalyan(west)-421301, hereinafter called the **"PURCHASERS/ TRANSFEREE"** (which expression shall unless it be repugnant to, the context or meaning thereof shall, mean and include all their heirs, executors, administrators and assigns) of the **SECOND PART:**

AND WHEREAS the TRANSFEROR / FLAT SELLERS had purchased residential flat admeasuring 65.22 Sq. mtrs. Carpet area, being and bearing flat No.504, falling on 5th floor in the 'C/03' wing of the Madhav Sankalp Rameshwaram Harihar Bhimashankar Co-op. Hsg. Soc. Ltd., in the complex known as "Madhav Sankalp" situated at village-Gandhare, Kalyan(west), Taluka-Kalyan, Dist: Thane (hereinafter referred to as 'the said flat') from M/s. Madhav Construction vide Agreement executed on 23.12.2009 & registered at Kalyan on 23.12.2009 Vide registered in the office of the Sub- Registrar Book Entry No.9294 for a total consideration of Rs.26,86,050/- (Rupees Twenty six lakhs eighty six thousand fifty only).



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AND WHEREAS the TRANSFEROR / FLAT SELLERS herein above has paid the full sale price in respect of the said Flat to M/s. Madhav Construction and has taken vacant & peaceful possession of the said flat subject to the terms and conditions appearing and admitted in the said Agreement for sale.

Rishav Garg
Vinita Garg

Anil Pillai
Bindu Anil Pillai

agreement as original agreement made under Maharashtra Ownership Flats (Regulation of the promotion of Construction, Sale, Management transfer Act 1963 and rules and regulations made their under by 1963 with all effects rules and regulations made their under and Maharashtra Apartment Ownership Act, 1970.

11) The party of the second part hereby undertakes to incur all expenses of application, registration and stamp duty of this particular transaction.

12) It is agreed between the parties that the above mentioned price consideration includes the payments of the deposit as mentioned in the agreement for sale between them i.e Deposit paid for electric meter No. _____ & consumer No. _____

and any other deposits such as sinking fund etc. paid by the Sellers for the said flat.

13) Sellers having Property No.B08013886100 which will be transferred in the name of Purchasers after completion of all required formalities.

THE SCHEDULE OF PROPERTY

ALL THAT PIECE AND PARCEL of the flat admeasuring 65.22 Sq. mtrs Carpet area being and bearing flat No.504, falling on 5th floor in the 'C' wing of the Madhav Sankalp Rameshwaram Harihar Bhimashankar Co

op. Prop. Soc. Ltd., in the complex known as "Madhav Sankalp" situated at village-Gandhare, Taluka-Kalyan, Dist: Thane, on Survey No.32 and Hissa No.1/2, Survey No.26 and Hissa No.5/1, Survey No.30 and Hissa No.1/3, Survey No.32 and Hissa No.1/3, Survey No.59 and Survey No.30

Hissa No.2 within the municipal limits of Kalyan Dombivali Municipal Corporation Kalyan, within the Registration Sub-District, Kalyan in the

Dist-Thane in Maharashtra State.



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Winita Garg.

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Bindu Amil

WITNESS

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SIGNED, SEA

By the within

1. MR.RISH

2. MRS.V

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1. MR.AM

2. MRS

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09/11/2015

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कल्याण 2

दस्त क्रमांक : 7825/2015

नोंदणी :

Regn:63m

गावाचे नाव : 1) गंधारे

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| (1) विलेखाचा प्रकार | करारनामा |
| (2) मोबदला | 6300000 |
| (3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) | 5065000 |
| (4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) | 1) पालिकेचे नाव: कल्याण-डोंबिवली इतर वर्णन : इतर माहिती: मीजे गंधारे येथील स.नं./हि.नं.32 /1/2,26 5/1,30-1,32 1/3,59,30/2 या वरील माधव संकल्प मधील माधव संकल्प रामेश्वरम हरिहर भीमशंकर को ओं ही सो लि मधील विंग सी/03, रामेश्वरम बिल्डींग सदनिका क्र.504,5 वा मजला क्षेत्र 65.22 चौ.मीटर कारपेट ((Survey Number : 32 /1/2,26 5/1,30-1,32 1/3,59,30/2 ;)) इतर हक्क : |
| (5) क्षेत्रफळ | 1) 65.22 चौ.मीटर पोटखराब क्षेत्र : 0 NA |
| (6) आकारणी किंवा जुडी देण्यात असेल तेव्हा. | |
| (7) दस्तऐवज करून देणा-या/तिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता. | 1): नाव:-रिषव गर्ग - - वय:-34; पत्ता:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: माधव संकल्प रामेश्वरम हरिहर भीमशंकर को ओं ही सो लि, ब्लॉक नं: सी-03/504, रोड नं: खडकपाडा कल्याण प., महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-AFPPG6265D 2): नाव:-विनीता गर्ग - - वय:-32; पत्ता:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: माधव संकल्प रामेश्वरम हरिहर भीमशंकर को ओं ही सो लि, ब्लॉक नं: सी-03/504, रोड नं: खडकपाडा कल्याण प., महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-AQSPG8584D |
| (8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता | 1): नाव:-अनिल ए.पिल्लई - - वय:-46; पत्ता:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: हरिहर माधव संकल्प, ब्लॉक नं: सी-4/604, रोड नं: खडकपाडा कल्याण प., महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-AIIPP3305M 2): नाव:-बिंदू अनिल पिल्लई - - वय:-43; पत्ता:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: हरिहर माधव संकल्प, ब्लॉक नं: सी-4/604, रोड नं: खडकपाडा कल्याण प., महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-AMLPP7308P |
| (9) दस्तऐवज करून दिल्याचा दिनांक | 09/11/2015 |
| (10) दस्त नोंदणी केल्याचा दिनांक | 09/11/2015 |
| (11) अनुक्रमांक, खंड व पृष्ठ | 7825/2015 |
| (12) बाजारभावाप्रमाणे मुद्रांक शुल्क | 378000 |
| (13) बाजारभावाप्रमाणे नोंदणी शुल्क | 30000 |
| (14) शेरा | |



सह दुय्यम निबंधक वर्ग-२
कल्याण क्र. २

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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

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AND WHEREAS the said TRANSFEROR / FLAT SELLERS became the member of the Madhav Sankalp Rameshwaram Harihar Bhimashankar Co-operative Housing Society Limited having Reg. No.TNA/KLN/HSC/ (TC)/23479 /2011-2012 dtd.11.11.2011.

AND WHEREAS as an owner of the Flat, the Sellers are entitled to hold, possess and enjoy the said flat.

AND WHEREAS the Sellers at their own will decide to sell the aforesaid Flat.

AND WHEREAS the party of the Second Part was in search of suitable premises for their residence, came to know of the same and approached the party of the first part and gave an offer to purchase the said flat for a price of Rs.63,00,000/= (Rupees Sixty three lakhs only).

AND WHEREAS the said offer was considered by the Sellers from all angles and ultimately accepted.

AND NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER

1) THE Party of the first part here by agreed to sell and assign to the party of the second part and party of the second part (Purchasers) here by agrees to purchase and acquire the right title, interest of the party of the first part of the said premises for a price of Rs.63,00,000/= (Rupees Sixty three lakhs only)



The party of the second part has paid (a) Rs.30,00,000/- (Rs. Thirty lakhs only) by RTGS through UTR No.ICICIR2015090500043198 dated 05/09/2015 by ICICI Bank before execution of this agreement (Receipt of the same Sellers hereby acknowledges). The Second part (Purchasers) assures to pay balance amount of Rs.33,00,000/= (Rupees Thirty three lakhs only) on or before 30/11/2015. First Party has to hand over society N.O.C. and all original documents of the said flat. Possession of the flat given on receiving Balance full & final payment of Rs.33,00,000/= (Rupees Thirty three lakhs only). If balance payment is not received before 30/11/2015 this contract will not be valid.

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adopted by the society/Association of Apartment owners.

4) It is further agreed between the parties that on transfer of the said property/ premises in the name of the party of the second part, party of the second part is entitled to hold, possess, occupy and enjoy the said premises without any interruption from the party of the first part.

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Board

5) The Sellers have caused any act to be prevented, hindered or delayed in the said premises as hereto may be conferred or transferred or peaceful possession be disturbed and not entitled to exercise or purported to exercise not able to enjoy due to any such of the consideration and / or reimbursement suffer or sustain
6) The party of the transferred in the and to get the d
7) It is hereby a part shall clear charges and wa handing over the party of the S expenses.
8) It is agreed consideration is agreement for any other depo flat.
9) The Sellers is as per the M of construction regulation made their under, 19
10) Purchasers as agreement the promotion and rules and

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5) The Sellers hereby declares that they have not done or performed or caused any act deed matter or things whereby she may be obstructed, prevented, hindered from entering into this agreement or transferring the said premises as purported to be done hereby or whereby the Purchasers hereto may be obstructed prevented hindered in enjoying the right to be conferred or transferred hereby in favour or whereby the quiet and peaceful possession of the Purchasers in respect of the said premises may be disturbed and in the event of it being found so that the Sellers were not entitled to enter into this agreement and transfer their rights sought or purported to be transferred hereby and the party of the second part is not able to enjoy the quiet and peaceful possession of the said premises due to any such reasons, the party of the first part shall within the limits of the consideration herein reserved be liable to compensate, indemnify and / or reimburse, damages which the said party of the second part may suffer or sustain.

6) The party of the second part is bound to get the said premises transferred in their own name / favour after observing all requirements and to get the deed application etc., for the purpose.

7) It is hereby agreed by and between the parties that the party of the first part shall clear all municipal taxes, electric charges, society maintenance charges and water charges and any of the charges etc, up to the date of handing over the possession and after handing over the possession the party of the Second part is liable to incur all the above mentioned expenses.

8) It is agreed between the parties that the above mentioned price consideration includes the payment of the deposits as mentioned in the agreement for sale between them i.e. Deposit paid for electric meter and any other deposits such as sinking fund etc. paid by the Sellers for the flat.

9) The Sellers hereby declare that their original agreement with promoter is as per the Maharashtra Ownership Flats (Regulation of the promotion of construction Sales Management & transfer Act) 1963 and rules and regulation made their under by 1964 with all rules and regulation made their under, 1972.

10) Purchasers and Sellers assures to give effect and treat this agreement as agreement made under Maharashtra Ownership Flats (Regulation of the promotion of Construction, Sale, Management & transfer) Act 1963 and rules and regulations made their under by 1964, and treat this



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[Signature]
Vinita Garg

[Signature]
Pranav Anil

नोंदणी :
Regn.63m

गावाचे नाव : 1) गंधारे

करारनामा

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1) पालिकेचे नाव:कल्याण-डोंबिवली इतर वर्णन :, इतर माहिती: मौजे गंधारे येथील स.नं./हि.नं.32 /1/2,26 5/1,30-1,32 1/3,59,30/2 या वरील माधव संकल्प रामेश्वरम हरिहर भीमशंकर को ऑ ही सो लि मधील विंग सी/03,रामेश्वरम बिल्डींग सदनिका क्र.504,5 वा मजला क्षेत्र 65.22 चौ.मीटर कारपेट ((Survey Number : 32 /1/2,26 5/1,30-1,32 1/3,59,30/2 ;)) इतर हक्क :

1) 65.22 चौ.मीटर पोटखराब क्षेत्र : 0 NA

71/7825

पावती

Original/Duplicate

Monday, November 09, 2015

नोंदणी क्र. :39म

12:09 PM

Regn.:39M

पावती क्र.: 8861

दिनांक: 09/11/2015

गावाचे नाव: गंधारे

दस्तऐवजाचा अनुक्रमांक: कलन2-7825-2015

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: अनिल ए.पिन्लई - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 560.00

पृष्ठांची संख्या: 28

एकूण:

रु. 30560.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ व सीडी अंदाजे

12:27 PM ह्या वेळेस मिळेल.

Joint Sub Registrar, Kalyan 2

बाजार मुल्य: रु.5065000 /-

मोबदला: रु.6300000/-

भरलेले मुद्रांक शुल्क : रु. 378000/-

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH004759409201516M दिनांक: 09/11/2015

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु 560/-

मुळ दस्त परत मिळाले.

