



भारत सरकार द्वारा प्रचलित, र. ५, का
कृपा नं. 22335, प्रमाण 50/- 31 DEC 1997.
श्री सुर्याकान्त शंकर, रोहरी रोड
विवरण.....

[Signature]
(श. क. शंकर)
विक्रेता

RECEIVED
AGREEMENT FOR SALE

THIS AGREEMENT made and entered into at
New Bombay on this day of
BETWEEN MR. DABHDE SURYAKANT SHANKAR, an adult,
residing at: AL-5/40/15, Sec.17, Visawa Apt., Airoli,
hereinafter for brevity's sake called and
referred to as 'THE APARTMENT OWNER/ VENDOR'
(which expression shall, unless repugnant to
'the context or meaning thereof be deemed to

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13/12/97

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B.D. Hamare

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mean and include heirs, executors, administrators, legal representatives and assigns) of the ONE PART AND MR. DHAMANSE HANUMANT BABAJI, residing at : AL-1/549, Sector No. 16, Airoli, in Navi Mumbai-708 hereinafter for brevity's sake called and referred to as 'THE PURCHASER' (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include heirs, executors, administrators and permitted assigns of the OTHER PART.

WHEREAS :

By an Agreement to Sell dated : 10th March ,1992, made and entered into between the CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF

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MAHARASHTRA LIMITED, (CIDCO), therein and herein referred to as 'THE CORPORATION' AND the APARTMENT OWNER.

AND WHEREAS :

The said CORPORATION allotted and on receiving the full and final payment of the sale price handed over the physical possession of the following apartment :

TYPE	BUILDING NO	TENEMENT NO	SECTOR
AL-5	40	15	17

in AIROLI, NAVI MUMBAI, (hereinafter referred to as 'THE SAID PREMISES').

AND WHEREAS :

The APARTMENT OWNER is fully seized and possessed of or otherwise well and sufficiently entitled to the said Premises; to deal with or dispose off the same; subject to the terms and conditions of the CIDCO Agreement and also this Agreement.

AND WHEREAS :

The PURCHASER approached the VENDOR and discussed the prospects of selling the said Premises, and negotiated the sale price which the Vendor fixed at Rs.2,00,000/- (Rupees Two Lakhs Only), being the Sale Price to be paid on or before the execution of these presents.

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AND WHEREAS :

The PURCHASER on request, inspected the relevant documents of the said Premises such as; the Agreement to Sell made between the CIDCO and the APARTMENT OWNER, the Allotment letter, the Possession letter, the Payment Receipt and also the said Premises in question, and finding the same to be in order and good and tenantable conditions, agreed to purchase the said Premises for the said consideration.

AND WHEREAS :

Both the parties mutually discussed the terms and conditions governing this Agreement and are now desirous of recording the same as hereinafter appearing :

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1 THE APARTMENT OWNER/ VENDOR has agreed to sell, transfer and assign all possessory rights, title and interest in and upon the said Premises :

TYPE	BUILDING NO	TENEMENT NO	SECTOR
AL-5	40	15	17

in ATROLI, NAVI MUMBAT, - 400 708,

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whatssoever acquired from the Corporation under its Agreement to Sell, with all benefits for a total sum of Rs. 2,00,000/- (Rupees "Two Lakhs Only"), which is free from encumbrances.

2 THE APARTMENT OWNER/ VENDOR assures the PURCHASER as under :

i) That, the Vendor has paid and cleared the following outstanding dues till the date of execution of these presents :

- a) Service Charges.
- b) Water Charges.
- c) Apartment Owner's Association's contribution.
- d) Electricity Bill.

ii) That the Vendor shall pay the Property Taxes to the Navi Mumbai Municipal Corporation as and when demanded and undertake to pay the same for the period of his/her occupation;

iii) That the Vendor has not, prior to this Agreement entered into any Agreement, pledged or mortgaged the said Premises; nor taken any loan against the same from any Financial Institution, Bank or private party.

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PURCHASER

iv) That no legal proceedings of any kind exists in respect of the said Premises.

v) That nothing in or around the said Premises has been done that would invite CIDCO action.

vi) That the Vendor has paid and cleared all outgoings of the said Premises before the execution of this Agreement.

3 THE PURCHASER shall pay the Vendor the said consideration of Rs. 2,00,000/-,

(Rupees Two Lakhs Only),

being the full and final payment of the said Premises, which amount the Vendor admits of having received the same and acknowledges the receipt at the end of this Agreement.

4 THE VENDOR on receiving the full and final sale price shall hand over the said Premises; with all the original documents to the Purchaser, and the Purchaser admits of having been placed in physical possession of the same.

5 THE PURCHASER upon taking over the vacant, peaceful and physical possession of the said Premises from the Vendor, shall be liable to bear and pay all outgoings of the same, as mentioned earlier under para - 2.

6 THE PURCHASER is aware that all persons who have purchased apartments in the condominium shall automatically become members of the said Association of the Apartment Owners, constituted in pursuance of the Maharashtra Apartment Ownership Act, 1970, and shall thereby contribute accordingly.

7 ALL COSTS, charges and expenses in connection with the formation, preparation, approving, engrossing, stamping and the registration of the Deed of Apartment, and/ or any other legal document/s to be executed shall be borne and paid by the Purchaser only.

8 THE APARTMENT OWNER/ VENDOR doth hereby covenants with the Purchaser to sign and execute documents, papers, writings and assurances for perfectly vesting and assuring the said Premises; with all rights, title and interest of the Vendor to the Purchaser, and for which no extra premium shall be charged.

9 THE PURCHASER doth hereby agrees to pay the CIDCO the Transfer Charges at the relevant time and thereby obtain the 'NO OBJECTION CERTIFICATE' permitting sale of the said Premises by the Apartment Owner to the Purchaser.

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10 THE APARTMENT OWNER shall hand over all the original papers pertaining to the said Apartment to the Purchaser and the Purchaser do hereby confirm of having received the same.

11 Subject to the provisions and terms and conditions of this Agreement, the Apartment Owner/ Vendor hereby agrees to transfer and sell all his rights, interests in and upon the said premises to the Purchaser and the Purchaser is entitled to hold, possess, occupy and enjoy the said Premises without any interruptions from the Vendor or any person/s claiming through the Vendor thereof.

12 Save and Except as aforesaid, all the terms and conditions of the Agreement made and entered into between the Vendor and the CIDCO shall be binding on the Purchaser as if all the same are scheduled of the said Premises, were incorporated in this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

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SIGNED AND DELIVERED by the
withinnamed 'APARTMENT OWNER'

MR. DABHDE SURYAKANT SHANKAR

in the presence of

1)

2)

SIGNED AND DELIVERED by the

withinnamed 'PURCHASER'

MR. DHAMANSE HANUMANT BABAJI

in the presence of....

1)

2)

R E C E I P T

RECEIVED OF AND FROM the withinnamed
'PURCHASER' MR. DHAMANSE HANUMANT BABAJI,
the sum of Rs. 2,00,000/- (Rupees Two Lac Only),
being the full and final payment of the sale
price, as agreed to under these presents, in
respect of Apartment No. AL-5/40/15, Sector-17,
Airoli, Navi Mumbai.

I SAY RECEIVED
Rs. 2,00,000/-



(MR. DABHDE SURYAKANT SHANKAR)
OWNER.

WITNESSES :

1)

2)