

Tuesday, September 27, 2005

2:52:08 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 4995

गावाचे नाव मालाड

दिनांक 27/09/2005

दस्तऐवजाचा अनुक्रमांक

वदर12 - 04952 - 2005

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव: संदीप सदानंद पाटकर

नोंदणी फी

:- 13000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),

:- 640.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (32)

एकूण रु. 13640.00

आपणास हा दस्त अंदाजे 3:06PM ह्या वेळेस मिळेल

दुय्यम निबंधक

सह दु.नि.का-बोरीवली 6

बाजार मुल्य: 1293592 रु. मोबदला: 630000रु.

भरलेले मुद्रांक शुल्क: 48500 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: बँक ऑफ इंडिया, विलेपार्ले पू मुं ;

डीडी/धनाकर्ष क्रमांक: पे ऑर्डर नं 027212; रक्कम: 13000 रु.; दिनांक: 27/09/2005

REGISTERED ORIGINAL DOCUMENT  
DELIVERED ON..... 27/9/05

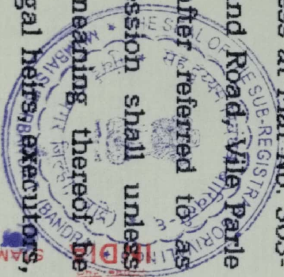
र-१२

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### AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Mumbai on this 27<sup>th</sup> day of Sept., 2005 BETWEEN, **MR. JOSE MATHEWS**, aged 39 years, an adult, through his Constituted Attorney **MR. JOHN MATHEW**, having address at Flat 203, B-Wing, Kaushtubham Co-operative Housing Society Ltd, Gokuldham, Goregaon (East), Mumbai - 400 063, hereinafter referred to as "**THE VENDOR**" (which expression shall unless repugnant to the context or the meaning thereof be deemed to mean and include his legal heirs, executors, administrators, legal representatives, and permitted assigns) of the **One Part; AND 1) MR. SANDEEP SADANAND PATKAR** aged 29 years, 2) **MR. SADANAND EKNATH PATKAR** aged 57 years, Indian Inhabitant, having address at Flat No. 303-A, Neel Ashish CHS. Ltd., Shradhanand Road, Vile Parle (East), Mumbai - 400 057, hereinafter referred to as "**THE PURCHASERS**" (which expression shall unless repugnant to the context or the meaning thereof be deemed to mean and include their legal heirs, executors, administrators, legal representatives, and permitted assigns) of the **Other Part**.



H. forty eight Thousand five Hundred only.  
 42399  
 Special Address  
 158163  
 Bank Ltd., Vile Parle Branch,  
 D-s/S/P/W/C.R.1004/06/200  
 Mumbai  
 4/1762-64/04

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Authorized Signatory

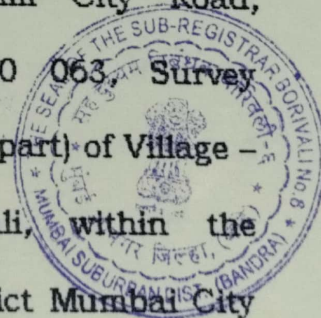
*John Mathew*  
 JOHN MATHEW  
 MAHARASHTRA

*S.S. Patkar*  
 S.S. Patkar

Sl.	Region
1	REG02
2	REG02
3	REG02
4	REG02
5	REG02
6	REG02
7	REG02
8	REG02
9	REG02
10	REG02

**WHEREAS**

i) WHEREAS the Vendor is member of the Kausthubham Co-operative Housing Society Limited, a society registered under the provisions of Maharashtra Co-op. Societies Act, 1960 under registration No. BOM/W-P/ HSG/TC/ 5424/90-91 (hereinafter referred to as "The said society"). AND WHEREAS the Vendor is the registered shareholder of 5 (Five) fully paid up shares bearing distinctive No. from 51 to 55 (both inclusive) under share certificate No.11 of the total value of Rs.250/- (Rupees Two Hundred and Fifty Only) of the said Society standing in his name. AND WHEREAS the said society has allotted the Flat No.B-203, area admeasuring 550 Sq. Ft. Built up, on Second Floor, B-Wing, Kausthubham Co-operative Housing Society Limited, Gokuldham, Film City Road, Goregaon (East), Mumbai - 400 063, Survey No.261(part), bearing C.T.S. No.620(part) of Village - Malad (East), Taluka - Borivali, within the Registration District and Sub-District Mumbai City and Mumbai Suburban, within the limit of Greater Mumbai Municipal Corporation, hereinafter referred



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*[Signature]*

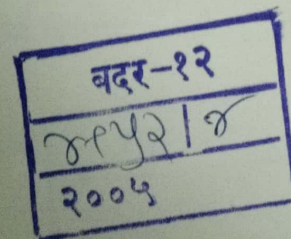
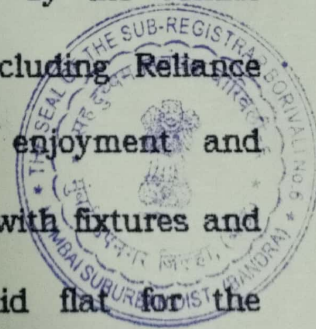
बदर-१२
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to as "the said Flat" and more particularly described in the schedule hereunder written, for the terms and conditions and consideration mentioned therein.

ii) By virtue of the aforesaid facts, the Vendor herein is absolutely possessed of and seized of and otherwise well and sufficiently entitled to the said Flat and the said five fully paid up shares of the society and has every right to sell and transfer the said flat to the Purchasers herein.

iii) The Vendor desirous to sell, transfer and assign to the Purchasers and the Purchasers is desirous to purchase and acquire all rights, title and interest of the Vendor in the said Flat together with the said shares and the rights of the said Flat with all deposits and contributions made by the Vendor with various local authorities including Reliance Energy Ltd., for the benefits, enjoyment and occupation of the said Flat along with fixtures and fittings etc provided in the said flat for the consideration and on the terms and conditions hereinafter appearing.

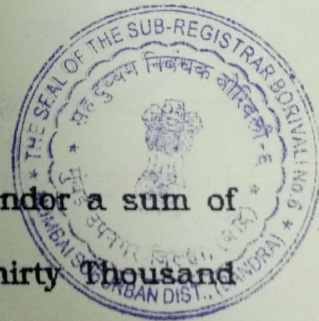
*halla*  
*S.S. Pathak*  
*[Signature]*



**NOW THIS AGREEMENT WITNESSETH AND IT IS  
HEREBY AGREED BY AND BETWEEN THE PARTIES  
HERETO AS FOLLOWS: -**

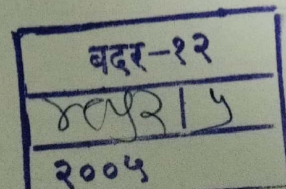
1) The Vendor has sold, transferred, assigned to the Purchasers and the Purchasers have purchased all the rights, title and interest of the Vendor in the said Flat No.B-203, area admeasuring 550 Sq. Ft. Built up, on Second Floor, B-Wing, Kausthubham Co-operative Housing Society Limited, Gokuldharm, Film City Road, Goregaon (East), Mumbai - 400 063, Survey No.261(part), bearing C.T.S. No.620(part) of Village - Malad (East), Taluka - Borivali, within the Registration District and Sub-District Mumbai City and Mumbai Suburban, within the limit of Greater Mumbai Municipal Corporation, and as also 5 (five) shares of the society at and for the total consideration amount of Rs.6,30,000/- (Rupees Six Lakhs Thirty Thousand Only).

2) The Purchasers have paid to the Vendor a sum of Rs.6,30,000/- (Rupees Six Lakhs Thirty Thousand Only) as and by way of full and final consideration amount in respect of the above said Flat as under:-



*S.S. Puthkar*  
*[Signature]*

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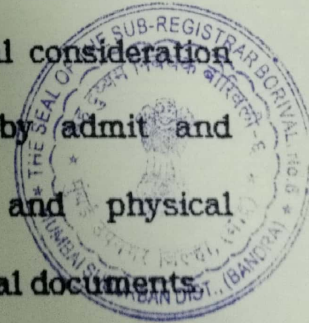


i) Vide Pay Order No.112994 of Rs.2,30,000/-  
(Rupees Two Lakhs Thirty Thousand Only)  
dated 23/09/2005 drawn on Maratha  
Sahakari Bank Ltd., H.O., 16/18-A, Ganesh  
Lane, Colaba, Mumbai - 400 005.

ii) Vide Pay Order No.002463 of Rs.4,00,000/-  
(Rupees Four Lakhs Only) dated 25/09/2005  
drawn on Maratha Sahakari Bank Ltd., Vile  
Parle (East) Branch, Gangapuri, P. M. Road,  
Vile Parle (East), Mumbai - 400 057.

(The Vendor hereby admits and acknowledges  
the receipt of the same hereunder).

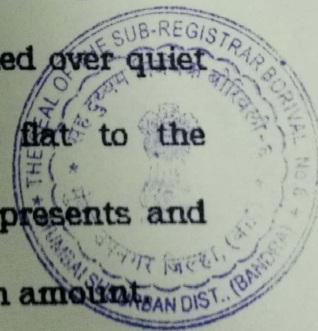
3) The Vendor has handed over the vacant and  
peaceful possession of the said Flat alongwith all  
the original documents pertaining to the said flat to  
the Purchasers at the time of execution of these  
presents on receipt of full and final consideration  
amount and the Purchasers hereby admit and  
acknowledge being in actual and physical  
possession of the said Flat and original documents.



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S.S. *Handwritten signature*  
*Handwritten signature*

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- 4) The Vendor has obtained the written permission and No Objection Certificate from Kausthubham Co-operative Housing Society Limited, for transferring the said flat.
- 5) The Purchasers and Vendor have paid the society transfer charges equally.
- 6) The Vendor hereby declares that the Vendor has a good right and marketable title and has absolute authority to enter into this Agreement and transfer the said Flat and the Vendor has not done any act, matter or thing whatsoever whereby the Vendor is prevented from transfer or assign the said Flat in favour of the Purchasers.
- 7) The Vendor hereby declares that he has granted, assigned, transferred and assured all his right, title and interest in the said Flat and handed over quiet and vacant possession of the said flat to the Purchasers on the execution of these presents and receipt of the full and final consideration amount.



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S. S. Pathkar  
*[Signature]*

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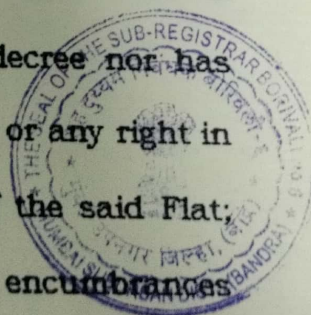
8) The Vendor hereby covenant with the Purchasers as follows:-

i) That the Vendor is the absolute owner of the said Flat and no other person or persons has or have any right, title, interest, property claim or demand of any nature whatsoever unto or upon the said Flat either by way of sale, charge, mortgage, lien, gift, trust, lease, assignment or otherwise howsoever and he has good right, title and absolute power and authority to sell and transfer the said Flat in favour of the Purchasers.

ii) That the Vendor has not created any charge or encumbrances of whatsoever nature in respect of the said Flat and the said Flat is not subject matter of any litigation nor the same is attached in execution of any decree nor has the Vendor created any tenancy or any right in favour of any one in respect of the said Flat; and the said flat is free from all encumbrances

whatsoever nature that Vendor has not

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S.S. Redkar  
*Redkar*



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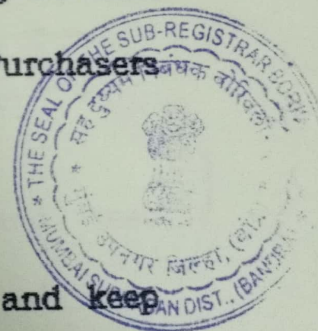
entered into any agreement with any other person/s except the Purchasers herein.

iii) That the Vendor has duly observed and performed the rules, regulations and bye-laws of the said society and paid up to the date his contribution in the nature of outgoings, dues, taxes, etc. to the society and that membership of the Vendor is valid and subsisting and is not terminated by the society.

iv) That the Vendor shall whenever required to do so from time to time and at all the times hereafter execute and sign or cause to be executed and signed all such letters, forms, applications, deeds, documents, writings and papers, if any, for more perfectly securing, assuring and effectually transferring the said Flat unto and in the name of the Purchasers forever.

v) That the Vendor shall indemnify and keep indemnified the Purchasers from and against all actions, claims, demands, costs, charges

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S.S. Pathak  
*[Signature]*



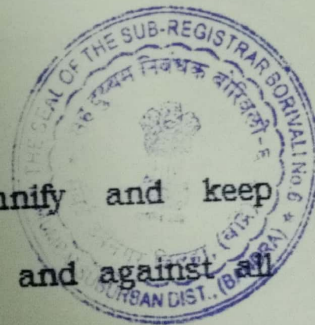
बदर-१२
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and expenses etc. in respect of all the dues of said Flat claimed as falling due prior to the execution of these presents and until the date of handing over the vacant possession of the said flat to the Purchasers.

9) The Purchasers hereby agree and undertake to become members of the said Kausthubham Co-operative Housing Society Limited and abide by its, Rules, Regulations, and bye-laws.

10) The Vendor further undertakes to pay all the outgoings, Maintenance charges and other outgoings in respect of the said flat till handing over the possession of said flat to the Purchasers. After handing over the possession of the said flat to the Purchasers, the Purchasers shall be liable and responsible to pay the necessary outgoings, bills in respect of the said Flat.

11) That the Vendor shall indemnify and keep indemnified the Purchasers from and against all actions, claims, demands, costs, charges and expenses etc. in respect of all the dues of the said

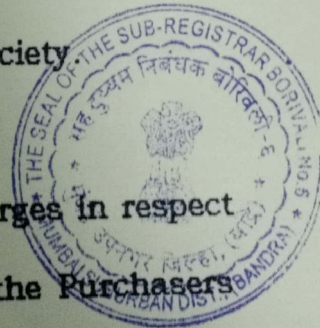


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S. S. Reddy

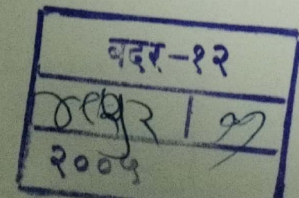
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flat, claim by the Vendor, or any other person or persons, his legal heirs, executors, administrators, legal representatives, and permitted assigns lawfully or equitably claiming through, under or interest for the Vendor.

- 12) The Vendor agrees and undertakes to execute and provide such further writings, transfer forms, declarations or documents as may be necessary for the purpose of effectually transferring all his rights, title and interest in respect of the said Flat in the said society and also shares of the Society to the Purchasers.
- 13) The Vendor shall give full co-operation to the Purchasers to get the approval of the said Society for transfer of the shares and the said Flat in the name of Purchasers and the admission of the Purchasers as members of the said Society.
- 14) The stamp duty and registration charges in respect of this agreement shall be born by the Purchasers alone.



*hott*  
S. S. Pethkar



- 15) The Vendor herein further takes the responsibility to see that the said flat is transferred in the name of the Purchasers.
- 16) The Purchasers shall not be called upon by the Vendor to make additional payment of any other sum of money other than that has been expressly agreed upon with the Vendor in these presents.
- 17) The Vendor declares that on execution of these presents and receipt of full and final consideration the Purchasers have exclusive owners of the right, title and interest which the Vendor has in the said Flat and also said shares of the society and then the Purchasers quietly and peacefully hold, possess, occupy and enjoy the said Flat and shares without any let or hindrance or denial or demand or interruption or eviction or claim by the Vendor or any other person or persons lawfully or equitably claiming through under or interest for the Vendor.



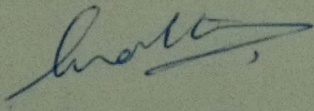
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S. S. *[Handwritten signature]*

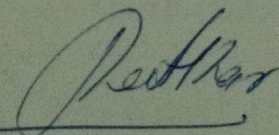
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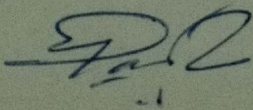
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## THE SCHEDULE OF THE PROPERTY

Flat No.B-203, area admeasuring 550 Sq. Ft. Built up, on Second Floor, B-Wing, Kausthubham Co-operative Housing Society Limited, Gokuldham, Film City Road, Goregaon (East), Mumbai - 400 063, Survey No.261(part), bearing C.T.S. No.620(part) of Village - Malad (East), Taluka - Borivali, within the Registration District and Sub-District Mumbai City and Mumbai Suburban, within the limit of Greater Mumbai Municipal Corporation. The said building is consisting of stilt plus upper seventh Floor.



S. S. 



IN WITNESS WHEREOF the parties hereto have set and subscribed their mutual hands to this Agreement on the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED ]

By the withinamed VENDOR ]

**MR. JOSE MATHEWS** ]

through his Constituted Attorney ]

**MR. JOHN MATHEW** ]

In the presence of..... ]

1. M.H mehta *M.H mehta*

2. R. Malkampate *R*

*Mathew*

SIGNED SEALED AND DELIVERED ]

By the withinamed PURCHASERS ]

1) **MR. SANDEEP SADANAND PATKAR** ]

2) **MR. SADANAND EKNATH PATKAR** ]

In the presence of..... ]

1. M.H mehta *M.H mehta*

2. R. Malkampate *R*



बंदरा-१२  
२०१२/१०

## RECEIPT

RECEIVED of and from withnamed Purchasers 1) **MR. SANDEEP SADANAND PATKAR** 2) **MR. SADANAND EKNATH PATKAR**, a sum of Rs.6,30,000/- (Rupees Six Lakhs Thirty Thousand Only) as and by way of full and final consideration amount towards the sale of the Flat No.B-203, area admeasuring 550 Sq. Ft. Built up, on Second Floor, B-Wing, Kausthubham Co-operative Housing Society Limited, Gokuldharm, Film City Road, Goregaon (East), Mumbai - 400 063, Survey No.261(part), bearing C.T.S. No.620(part) of Village - Malad (East), Taluka - Borivali, as under:-

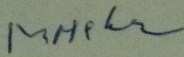

- i) Vide Pay Order No.112994 of Rs.2,30,000/- (Rupees Two Lakhs Thirty Thousand Only) dated 23/09/2005 drawn on Maratha Sahakari Bank Ltd., H.O., 16/18-A, Ganesh Lane, Colaba, Mumbai - 400 005.
- ii) Vide Pay Order No.002463 of Rs.4,00,000/- (Rupees Four Lakhs Only) dated 25/09/2005 drawn on Maratha Sahakari Bank Ltd., Vile Parle (East) Branch, Gangapuri, P. M. Road, Vile Parle (East), Mumbai - 400 057.

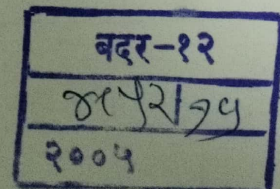
**I SAY RECEIVED Rs.6,30,000/-**



**MR. JOSE MATHEWS**  
through his Constituted Attorney  
**MR. JOHN MATHEW**  
(VENDOR)

**WITNESSES:-**

1. M. H. Mehre 
2. R. Malkampate 



BRIHMAN MUMBAI MAHANAGARPALIKA

FORM "A"

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966  
NO. CHE/6067/BP/WSY/AP/AR

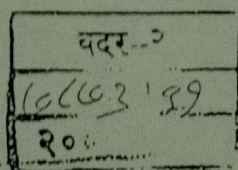
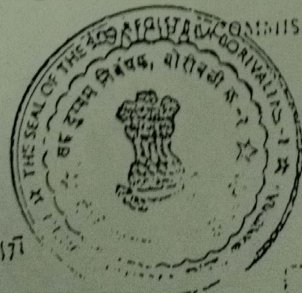
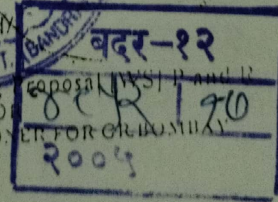
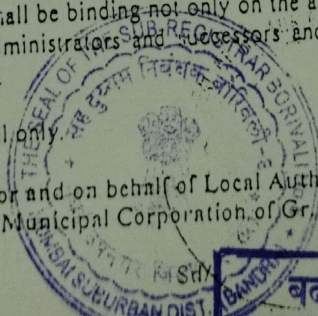
COMMENCEMENT CERTIFICATE

Permission is hereby granted under section of the Maharashtra Regional and Town Planning Act [Maharashtra Act No. XXXVII of 1961] to Smt. Vibha Prasad and Ors C.A. to [1] Abhay Pada Mandal, [2] P.K. Roy [3] A.K. Bhattacharyji, APPLICANT, to the development work of proposed bldg no. 2 on plot bearing CTS No.620[pt] of village Malad [E] situated at Plot No.2,3,4 and at Goregaon [E] on the following conditions viz:

6. This certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay if [a] the Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans [b] any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Bombay is contravened or not complied with [c] the Municipal Commissioner for Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and he applicant and every person deriving title through or under him in such an even shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966, the Municipal Commissioner has appointed Shri G.D. Amdekar, Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act
7. This Commencement Certificate is valid for a period of one year from the date hereof and will have to be renewed thereafter.
8. This commencement certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
9. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.
10. This C.C. is valid upto 1<sup>st</sup> slab level only.

For and on behalf of Local Authority  
The Municipal Corporation of Gr. Bombay

Executive Engineer Building



*certified*  
*TRUE COPY*  
*[Signature]*  
*[Text]*

*902499*  
*2004*



# Kausthubham Co-op. Hsg. Society Ltd.

Regn No. BOM/W-P/HSG/TC-5424/90-91

S. No. 261 (Part), C. T. S. No. 620 (Part)

Malad Village, Gokul Dham, Goregoan (East), Bombay-400 097.

Date 27-2-93

Dear member,

You are aware that you have been admitted as a member of this Society in terms of the resolution passed by the General Body Meeting.

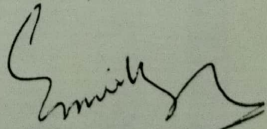
You are allotted a flat admeasuring 550 area and the total cost of the flat shall be Rs. 253000/- at the rate of Rs. 460/- per sq. ft.

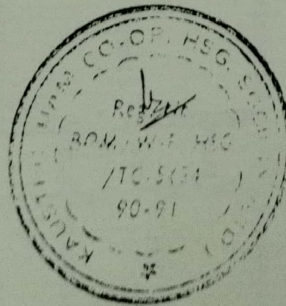
You are required to make the above payments deducting the advance amount you have already paid to the Society as and when demanded by the Society.

Thanking you,

For KAUSTHUBHAM CO-OP. HSG. SOC. LTD

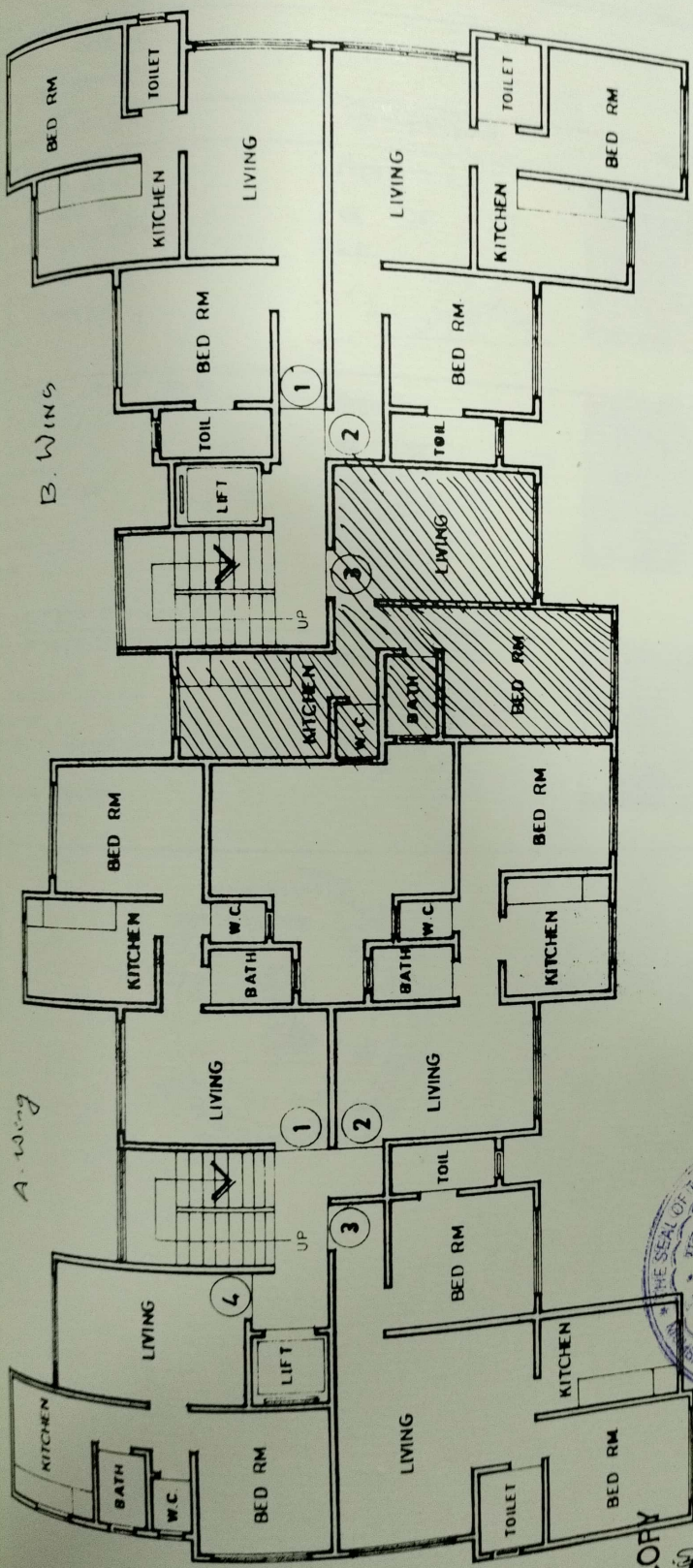
  
Chairman

  
Hon. Secretary.



बदर-१२





B. WINGS

A. Wing

**TYPICAL FLOOR PLAN.**

AREA OF FLAT NO. ON FLOOR IS SQ. FT.

PROPOSED BUILDING ON PLOT BEARING C.T.S. NO. 620 PT. OF VILLAGE AT GOKULDHAM GOREGAON (EAST)



TRUE COPY

बदर-२२  
०५२/३०  
२००५

Housing Loan Files

RAO\* <manasi.rao@cosmosba...>  
Gujar\* <vaishali.gujar@cosm...>  
H. Ambre\* <hemant.ambre@cos...>

of housing loan account of E/w...  
section, Vastukala valuer will visi...

Region	Solid	A/C No.
D-A8	140	00106060000
D-A8	140	00106060000
Region	Solid	A/C No.
RO-A8	140	00106060000
RO-A8	140	00106060000
RO-A8	140	00106060000
RO-A8	140	00106060000

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27/09/2005

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

बदर 12

दस्त क्र 4952/2005

2:55:16 pm

सह दु.नि.का-बोरीवली 6

दस्त क्रमांक : 4952/2005

दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
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1	<p>नाव: संदीप सदानंद पाटकर            पत्ता: घर/फ्लॅट नं: 303 ए            गल्ली/रस्ता: श्रधदानंद रोड            ईमारतीचे नाव: नील आशिष सोसा            ईमारत नं: -            पेठ/वसाहत: -            शहर/गाव: विलेपार्ले पू मुं            तालुका: -            पिन: -</p>	<p>लिहून घेणार            वय 29            सही  <i>S.S. Patkar</i></p>	 5231 - 18030	
2	<p>नाव: सदानंद एकनाथ पाटकर            पत्ता: घर/फ्लॅट नं: -            गल्ली/रस्ता: -            ईमारतीचे नाव: -            ईमारत नं: वरीलप्रमाणे            पेठ/वसाहत: -            शहर/गाव: -            तालुका: -            पिन: -            पॅन नम्बर: ए सी व्ही पी पी 9447 आर</p>	<p>लिहून घेणार            वय 57            सही  <i>Sadanand Patkar</i></p>	 5231 - 18431	
3	<p>नाव: जॉन मॅथ्यु हे जोस मॅथ्यु यांच्या तर्फे मुखत्यार            पत्ता: घर/फ्लॅट नं: 203            गल्ली/रस्ता: -            ईमारतीचे नाव: कौस्तुभम सोसा            ईमारत नं: बी विंग            पेठ/वसाहत: गोकुळ धाम            शहर/गाव: गोरेग</p>	<p>लिहून देणार            वय 42            सही  <i>John Mathew</i></p>	 5231 - 18477	



बदर-१२  
 २००५/२३९  
 २००५

दस्त गोषवारा भाग - 2

वदर12

दस्त क्रमांक (4952/2005)

दस्त क्र. [वदर12-4952-2005] चा गोषवारा  
बाजार मुख्य : 1293592 मोबदला 630000 भरलेले मुद्रांक शुल्क : 48500

दस्त हजर केल्याचा दिनांक : 27/09/2005 02:45 PM  
निष्पादनाचा दिनांक : 27/09/2005  
दस्त हजर करणा-याची सही :

*S.S. Patker*

पावती क्र.: 4995 दिनांक: 27/09/2005  
पावतीचे वर्णन  
नांव: संदीप सदानंद पाटकर

13000 : नोंदणी फी  
640 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फी

13640: एकूण

दस्ताचा प्रकार : 25) करारनामा  
शिकका क्र. 1 ची वेळ : (सादरीकरण) 27/09/2005 02:45 PM  
शिकका क्र. 2 ची वेळ : (फी) 27/09/2005 02:52 PM  
शिकका क्र. 3 ची वेळ : (कबुली) 27/09/2005 02:54 PM  
शिकका क्र. 4 ची वेळ : (ओळख) 27/09/2005 02:54 PM

दस्त नोंद केल्याचा दिनांक : 27/09/2005 02:55 PM

ओळख :  
खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,  
व त्यांची ओळख पटवितात.

1) मुकुंद - मेहता , घर/फ्लॅट नं: 22

गल्ली/रस्ता: -

ईमारतीचे नाव: मेघ

ईमारत नं: -

पेट/वसाहत: यशोधाम

शहर/गाव: गोरेगांव पू मुं

तालुका: -

पिन: 63

2) राहुल - मलकमपाटे , घर/फ्लॅट नं: सी 2

गल्ली/रस्ता: -

ईमारतीचे नाव: शॉपर्स स्पॉट

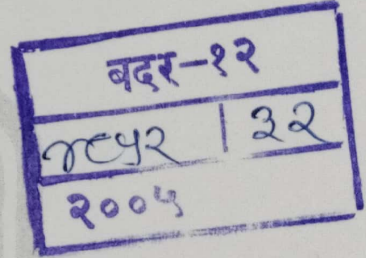
ईमारत नं: -

पेट/वसाहत: गोकुळधाम

शहर/गाव: मालाड पू मुं

तालुका: -

पिन: 97



प्रमाणित करण्यात येते की, या  
दस्तामध्ये एकूण ... ३२ ... पाने आहेत.

सह दुय्यम निबंधक, बोरीवली क्र. ६,  
मुंबई उपनगर जिल्हा.

बदर-१२/४९५२/२००५

पुस्तक क्रमांक १ क्रमांक वर

नोंदला: 27 SEP 2005

दिनांक:

सह दुय्यम निबंधक, बोरीवली-६  
मुंबई उपनगर जिल्हा.

