



27 JUN 1994

श्रीमती शुभा विजयम पाल नाम  
 परधानाधारक : ट्रांक, मेट्रो रोडिबडी (पूबं)  
 क्रमांक 625 ... दिनांक 27.6.94.  
 सर्वश्री श्री/श्रीमती .K.K. Oosha....  
 यांना रु ..... स्थायिकेतर मुद्रांक  
 पेपर विकला

परधानाधारक मुद्रांक विवेका

TRUE-COPY

AGREEMENT FOR RESALE OF FLAT

ARTICLES OF AGREEMENT made and entered into at BHAYANDER  
 this 23<sup>rd</sup> Day of AUGUST 1994.

Kirbida K. Dave

Santosh Sharma  
 Santosh Sharma

Kirbida K. Dave.

BETWEEN

MR. KANTILAL RATILAL DAVE AND MRS. KIRTIDA K.DAVE

Hindu by religion, Indian Inhabitant

residing at Flat No. G-4 Blossom Co-operative Housing Society Ltd. Jesal Park Bhayandar(East) Dist. Thane hereinafter referred to as "THE TRANSFERORS" (which expression shall, unless it be repugnant to the context or contrary to the meaning thereof, be deemed to mean

*S. Sharma*  
*S. Sharma*

and include their, respective legal heirs, representatives, executors, administrators till the last survivor, and permitted assigns) of the ONE PART.

*KD*  
*KD*  
*KKD*  
*KKD*

AND

MRS. SANTOSH SURENDRA SHARMA Hindu by

religion, Indian Inhabitant, residing at O.N.G. C.

Colony Dixit Road Extention, Vile Parle(East) Bombay-

400 057 hereinafter referred to as "THE TRANSFEREE"

(which expression shall, unless it be repugnant to the context or contrary to the meaning thereof, be deemed

to mean and include her, respective legal heirs,

executors, administrators till the last survivor and

permitted assigns) of the OTHER PART.

AND

BLOSSOM CO-OPERATIVE HOUSING SOCIETY

LIMITED. (Registration No. TNA/(TNA)/HSG/(TC)/5648/92-93.

a Registered Co-operative Housing Society Ltd, as per

Maharashtra Co-operative Housing Society Act, 1960 rules

and regulations and represented by the duly authorised

office bearers of the Managing Committee Mr.

Chairman/Secretary/Treasurer, hereunder referred to as "THE CONFIRMING PARTY" (which expression shall unless it by repugnant to the context or contrary to the meaning thereof, be deemed to mean and include their representatives, permitted assigns and till their

*last Survivor*  
*last survivor*) of the THIRD PART.

WHEREAS, the Transferors are the absolute OWNERS and are in exclusive possession alongwith Share Capital of or otherwise well and sufficiently entitled to the FLAT PREMISES BEARING NO. 6-4 on the Ground floor, Wing <sup>B</sup> ~~A~~ having a Built up Area of ~~685~~ <sup>550</sup> sq.ft., or thereabouts the building known as BLOSSOM and society known as BLOSSOM CO-OPERATIVE HOUSING SOCIETY LIMITED., having Registration No. TNA/(TNA)/HSG/(TC)/5648/92-93 situated at Sector C-2 Jesal Park, Bhayander (East), Dist: Thane.

AND WHEREAS, by and under as AGREEMENT FOR SALE dated 30th April 1992 entered into BETWEEN M/S. RAVIRAJ HOUSING CORPORATION a private trust having its registered office at C-2/3 Rameshwar Building S.V. Road Santacruz (WEST) BOMBAY hereinafter referred to as The Developers of the ONE PART and Mr. KANTILAL RATILAL DAVE AND KIRTIDA KANTILAL DAVE Transferor herein and the Purchaser therein of the OTHER PART acquired the said Flat Premises on OWNERSHIP BASIS on payment of the FULL & FINAL SALE CONSIDERATION therefore mentioned therein and took possession thereof.

AND WHEREAS, the Transferors herein CONFIRM that the above said Agreements executed between The Developers and themselves is all legally valid, existing subsisting and is not cancelled, terminated revoked and the Transferors herein are in quiet, vacant and peaceful physical possession of the said flat since the date they purchased.

AND WHEREAS, the Transferors herein has agreed to transfer, assign their right, title and interest for said flat along with the share capital and right to occupy the said flat to the Transferee herein mentioned above.

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*W*  
*KKD*  
*KKD*

*S. Srinivas*

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

S. Sharma

1. The Transferors is the sole exclusive OWNER of the <sup>B</sup> FLAT PREMISES BEARING NO. G-4 in ~~A~~ Wing on the GROUND floor having built up Area of <sup>550</sup> ~~485~~ sq.ft. or thereabouts in the building known as BLOSSOM and society known as BLOSSOM CO-OPERATIVE HOUSING SOCIETY LIMITED. situated in Sector 'C-2 Jesal Park, Bhayander (East), Dist: Thane.

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S. Sharma

2. The Transferees herein has agreed to purchase from the Transferors, and the Transferor has agreed to transfer the said flat premises at a lumpsum sale consideration of Rs. 3,90,000/- (Rupees THREE LAC NINETY THOUSAND Only).

KRD

3. The Transferee has agreed to pay a sum of Rs. 1,50,000, (Rs. One Lac Fifty thousand Only). to the Transferor by way of part payment of the sale consideration of the said flat premises herein above mentioned, on execution of this agreement.



3(a). It has been MUTUALLY AGREED upon by and between the parties hereto that the Transferee shall pay to the Transferor, the balance agreed sale consideration amount of Rs. 2,40,000/- (Rupees Two Lac Forty Thousand ONLY)

Only) on or before <sup>28</sup> 28-9-1994

3(b). It has been EXPRESSLY AGREED by the parties herein, that TIME SHOULD BE THE ESSENCE OF CONTRACT as far as the above given balance sale consideration is concerned.

3(c). The Transferor shall handover, the quiet, vacant and peaceful physical possession of the said flat premises to the Transferee immediately on receipt of the above balance said amount i.e. by <sup>28</sup> 28th September 1994.

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S. Sharma

4. The Transferor has disclosed and given inspection of the documents in his possession relating to the said flat in the said society to the transferee before completion of the transfer.

5. On the delivery of vacant possession of the said flat the Transferee will be absolute owner of the said flat with all right of occupation thereto as a member of the said society and thereafter transferors will have no right title or interest therein.

6. All the society's dues including Municipal taxes upto the date of delivery of possession will be paid by the transferor and thereafter transferee will be liable to pay the same.

7. The transferee will hold the said flat on and subject to the bye-laws of the society and the resolution passed by the society and the Managing Committee from time to time and as a member of the society.

8. The Transferor doth hereby assure state, declare and covenant:-

8(a). that, the said Flat premises is free from all types of encumbrances, liabilities, claims and demands of any nature whatsoever, including lispendens.

8(b). that, they have not mortgaged, transferred assigned or in any other way encumbered or alienated their right, title and interest and confirms that the title of the said premises herein is clear, marketable and free from all types of encumbrances and liabilities on or before the date of execution of this Agreement for Transfer.

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S. Sharma  
S. Sharma

B(c) that, no suit is pending in respect of the said Flat premises nor therein an attachment proceedings going on, nor the said Flat premises is subject to any legal charges, attachment, lien, claim in favour of any individual or in favour of Govt. Central or State, Local body or public authority and no taxes, dues, rates and levies are pending.

*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*

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*S. Sharmu*

B(d). that, they have full right and absolute authority to enter into this Agreement and that they have not done or performed any acts, deeds, matters or things whatsoever, whereby they may be prevented from entering into this Agreement of the said flat premises as purported to be done hereby or whereby the Transferee hereby may be obstructed or prevented or hindered in enjoying the rights, agreed to be transferred and to be conferred, in favour of Transferee herein or whereby the quiet, vacant and peaceful physical possession of the Transferee in respect of the said flat premises may be disturbed and in the event of it being found that the Transferor is not entitled to enter into this Agreement, with right, sought or purported to be transferred hereby and the Transferee herein is not able to enjoy the quiet, vacant and peaceful physical possession including the transfer of shares (even after payment of full and final sale consideration) if the said Flat premises due to such reason, the Transferor shall pay the compensation and/or reimburse the Transferee for the loss, damages suffered by them and the Transferor will duly INDEMNIFY the Transferee if any objection, claim or demand is made by any of their legal heirs, including legal fees of the Advocates/Counsels incurred by them.



9. The Transferor do hereby covenant and confirm with the Transferee that he has paid agreed sale consideration to the developers in full and final and to the society his share of taxes, society maintenance charges, water and electricity charges, outgoings upto the date of execution of this agreement for transfer of the said flat premises.

*[Handwritten initials]*

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KKD.

10. The Transferee herein assure, state, declares and covenants that they shall observe perform all the terms, conditions and obligations contained in the said Agreement for sale with the developers and that of the Society Bye-laws as amended from time to time.

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S. Shyam

11. It is expressly and mutually agreed by the parties herein, that the society shall not be liable for any of the mutually agreed terms, and conditions between the Transferor and the Transferee as agreed in this agreement or otherwise both the Transferor and the Transferee herein expressly agreed to keep the society always duly INDEMNIFIED in this respect for any damages loss suffered by them.

12. The Confirming party hereby covenants that they will transfer the shares in the name of proposed Transferees in their books of record as per Maharashtra Co-operative Societies Act, 1960, subject to payment of all the society dues if any, and complies all the admission, rules and regulations as per Society Bye-laws and also hereby covenant to depute one of office bearer of its Managing Committee member for lodging, admission, execution of this Agreement with the Sub-Registrar Assurances at Thane as per Registration Act, 1908, if the Transferee want to Register the Agreement herein.

13. The Transferee shall bear and pay the charges towards, the Stamp Duty and Registration fees as per Stamp Duty Act, 1908, as may be in force and thereafter lodge, admit this Agreement for Registration with the concerned Sub-Registrar of Assurances, Thane, within the stipulated time limit and the Transferor has agreed to attend and admit execution thereof.

14. The Transferor shall obtain the consent of the Managing Committee and or Developers of the said building for the transfer of the said flat premises along with the share capital in favour of the Transferee.

15. The Transferor has given inspection of the document in his possession relating to the said flat, and the transferee has no objection as far the title of the said flat is concerned.

16. The Transfer Charges of the society shall be borne and paid by both of them equally.

17. The Transferor and the Transferees do hereby further confirm, covenant and declare that they have entered into this Agreement after going through the terms, conditions and contents with full knowledge and have fully understood the same in letter and spirit.

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S. Sharma

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THE SCHEDULE ABOVE REFERRED TO

ALL THAT FLAT PREMISES bearing No. G-4 on  
 the Ground Floor in the Building Known as "BLOSSOM"  
 and Society known as BLOSSOM CO-OPERATIVE HOUSING  
 SOCIETY LIMITED. Registration No. TNA(TNA)/HSG/(TC)  
 OF 1992-93 having Built up Area of 550 sq. ft. or  
 thereabouts, situated in Sector C-II Jesal Park Bhayander  
 (East), Dist: Thane, bearing Old Survey No. 159 to 164,  
 and New Survey No. 20 to 25, lying and being at village  
 Khari known as Bhayander (East), in Navghar Group Gram  
 Panchayat Taluka and District Thane now within Meera  
 Bhayander Municipal Council Dist. Thane .

IN WITNESS WHEREOF, the parties hereto have  
 hereunto set and subscribed their respective hand and  
 seal to these presents the day and year first  
 hereinabove written.

S. Sharma  
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 KKD  
 Sharma  
 Sharma

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 KKD  
 KKD

SIGNED SEALED AND DELIVERED

by the withinnamed "THE TRANSFEROR"

MR. KANTILAL RATILAL DAVE

MRS. KIRTIDA KANTILAL DAVE

in the presence of

1. Name: JAYESH DAVE  
JAYESH DAVE

Address: B-4, Blossom, Jeev Park, Mayapada East

Kantilal Dave  
Kirtida Dave  
Kirtida K. Dave  
Kirtida K. Dave

*[Signature]*  
(Signature of Witness)

2. Name: Kamal Dasani

Address: 301, B, Miskintha Nagar,  
Dahisar (E), Bombay-68.

*[Signature]*  
(Signature of Witness)

SIGNED SEALED AND DELIVERED

by the withinnamed "THE TRANSFEREE"

MRS. SANTOSH SURENDRA SHARMA

in the presence of

1. Name: JAYESH DAVE

Address: B-4, Blossom, Mayapada East

Santosh Sharma

*[Signature]*  
(Signature of Witness)

2. Name: Kamal Dasani

Address: 301, B, Miskintha Nagar  
C.S. Road, Dahisar (E)  
Bombay-68.

*[Signature]*  
(Signature of Witness)

SIGNED SEALED AND DELIVERED BY

WITHIN NAMED CONFIRMING PARTY

BLOSSOM CO-OPERATIVE HOUSING SOCIETY

LTD. (REGD. NO. TNA/TNA/HSB/TC

5648 OF 1992-93 under the

official seal and through their

duly authorised office bearer

shri P.N.R. PILLAI, 12332

in the presence of

1. Ratan R. Pillai

2. V.L. Purandare

BLOSSOM CO-OP. HSG. SOCIETY LTD.  
Sector: D' Jeev Park,  
Mayapada (E) Dist Thane 401108

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

RECEIPT

Received of and from the Transferee Mrs. Santosh Surendra Sharma for the Transfer of Flat Premises No. G-4, on the Ground floor of BLOSSOM CO-OPERATIVE HOUSING SOCIETY LTD. at Raviraj Complex, Sector 'C', Jesal Park, Bhayander (East), Dist: Thane, a sum of Rs. 50,000/- (Rupees Fifty Thousand Only) as a part payment of the agreed sales consideration by way of Cheque No.

933089

drawn on Bank Ltd. State Bank of Hyderabad

Branch dated Amount. 2.8.94 50,000/-

Subject to Realisation.

Dated this day of 10 th August 94.

WE SAY RECEIVED

WITNESSES:-

1. Name:- JAYESH DAVE

Address:- G/4 Blossom Jesal Park Bhayander East.



Signature *[Handwritten Signature]* Kirbida K. Dave

2. Name:-

Address:- Kunal Dasani, 301, B, Miss Mitta Nagar, C.S. Road, Dahisar (E) Bombay-400088.

Signature *[Handwritten Signature]*



TRUE - COPY ATTENDED BY ME

*[Handwritten Signature]* Mrs. E. H. D'Mello NOTARY, THANE. Tel: 5345066

RECEIPT

RECEIVED of and from the Transferee MR. SANTOSH SURENDRA SHARMA for the transfer of the above said Flat No.6-4 on the Ground Floor in the building known as BLOSSOM CO-OPERATIVE HOUSING SOCIETY LTD. situated at Jesal Park Sector" C-2" Bhayandar (East) Dist. Thane 401 105 a sum of Rs. ONE LAC (Rs. ONE LAC Only) as a Part Payment of the Agreed Sale consideration on the above given terms and condition as mutually agreed above by way of Cheque: No. 328319 dated 23.8.94 drawn on <sup>Bombay - 57</sup> Central Bank for the sum of Rs. 1,00,000/- only Dated 23rd Day of August 1994.

Witness;-

Name:- JAYESH K. DAVE

Address:- B-14, Blossom, opp. St. Francis School, Jesal Park Bhayandar - East PIN - 401105

Signature:-

Name:-

Kamal Desai  
Address:-  
301, B1, Misquitta Nagar  
Dorland (E) Bombay 68

Signature

*[Signature]*

*[Signature]*



*[Signature]*

Kirtida K. Dave

*[Signature]*  
Kirtida K. Dave