

करल - ५

AGREEMENT FOR SALE

2017	1	20
2017		

**THIS AGREEMENT FOR SALE** is made and entered into at Mumbai on this 21<sup>st</sup> day of March, 2017.

BETWEEN

(1) **MR. GORKSHANATH SAHADU KADLAG**, aged 48 years and (2) **MRS. JYOTI GORKSHANATH KADLAG**, aged 42 years, both adults, Indian Inhabitants, residing at Flat No. 129, Floor, Building No. 129, known as Vishal Apartment, Apartment Co – Operative Housing Society Ltd., Plot No. 12, R. N. Narkar Marg, Pant Nagar, Ghatkopar [East], Mumbai – hereinafter referred to as the “**TRANSFERORS**”, [which expression unless repugnant to the context or meaning thereof shall mean and include them, their respective heirs, executors, administrators and assign, etc.] of the **ONE PART**;

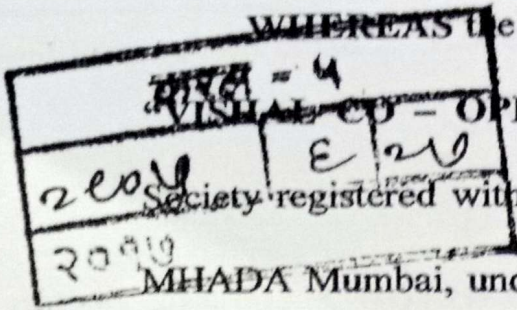
AND

(1) **MR. MANISH RATILAL FARIYA**, aged 35 years, (2) **MRS. BHAVANA MANISH FARIA**, aged 31 years and (3) **MR. RATILAL KARSHAN FARIA**, aged 63 years, all adults, Indian Inhabitants, residing at 40/1194, 2<sup>nd</sup> Floor, Kalpataru Society, Pantnagar Gurudatt Mandir Road, Ghatkopar [East], Mumbai – 400 075, hereinafter referred to as the “**TRANSFEREES**”, [which expression unless repugnant to the context or meaning thereof shall mean and include them, their respective heirs, executors, administrators and assign, etc.] of the **OTHER PART**;

*Jeyal*

*Mahesh*  
Bhavana  
Faria





WHEREAS the TRANSFERORS are the joint members of the "VISHAL CO - OPERATIVE HOUSING SOCIETY LTD.," a Society registered with Dy. Registrar of Co - Operative Societies at MHADA Mumbai, under Maharashtra Co - Operative Societies Act, 1960, having registered no. BOM/HSG/3693 of 1972 [hereinafter referred to as "THE SAID SOCIETY"];

AND WHEREAS the TRANSFERORS are the Joint Owner and otherwise well and sufficiently entitled to a residential Premises bearing Flat No. 701, 7<sup>th</sup> Floor, Building No. 129, known as Vishal Apartments, Vishal Apartment Co - Operative Housing Society Ltd., Plot No. 312, R. N. Narkar Marg, Pant Nagar, Ghatkopar [East], Mumbai - 400 075, admeasuring 425 Sq. Fts. Carpet Area, the total monetary consideration of Rs. 65,00,000/- (Rupees Sixty Five Las Only), [hereinafter referred to as the "SAID FLAT"] on what is known as "OWNERSHIP BASIS"; which they have purchased from Developers, M/S. RUPA PROPERTIES AND SECURITIES PVT. LTD., vide registered Agreement for Sale dated 09/07/2009 under document no. BDR3-06134-2009 and at present said Agreement for Sale valid and substiting;

AND WHEREAS the TRANSFERORS by virtue of being the joint members of the said society viz. "VISHAL CO - OPERATIVE HOUSING SOCIETY LTD.," have been issued Share Certificate [as and when issue], for 5 [Five] fully paid Share of Rs. 50/- each

*[Handwritten signature]*  
Teyedi

*[Handwritten signature]*  
Bhaskar  
RMA



करल - ५		
2009	6	BV
2096		

(hereinafter jointly referred to "SAID SHARE CERTIFICATE")  
 the name, i.e. present TRANSFERORS;

AND WHEREAS the TRANSFERORS have represented to the TRANSFEREES that they have been holding the above said Flat along with the 5 [Five] Shares [as and when issued] as stated hereinabove and being the members of the said Society, they are desirous of disposing off their right, title & interest of said Flat of the said Society to the TRANSFEREES and the TRANSFEREES are agreeable to purchase and acquire the membership, said shares and said Flat of the Society alongwith all funds, credits, deposit; etc. lying and being in the record of the society on the following Terms and Conditions as agreed by and between the parties;



**NOW THEREFORE THIS AGREEMENT FOR SALE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:**

- 1) The recitals contained hereinabove shall form an integral part of this Agreement for Sale.
- 2) The TRANSFERORS hereby transfers and assigns all their right, title and interest in the said Flat No. 701, 7<sup>th</sup> Floor, Building No. 129, known as Vishal Apartments, Vishal Apartment Co - Operative Housing Society Ltd., Plot No. 312, R. N. Narkar Marg, Pant Nagar, Ghatkopar [East], Mumbai - 400 075, admeasuring

*[Handwritten signature]*  
 Jasal

*[Handwritten signature]*  
 Bhavna  
 20/9/09

425 Sq. Fts. Carpet Area, alongwith membership, 5 [Five] fully paid up shares [as and when issued] and all credits, funds, deposit, etc. to

Handwritten notes in a box: 4, 20, 20, 20

and the TRANSFEREES and the TRANSFEREES herein have agreed to Purchase and acquire all their right, title and interest of the said membership, the said Flat, 5 [Five] shares [as and when issued] and the membership alongwith all credits, funds, deposit etc. of the said Society.

The TRANSFERORS hereby transfer all their right, title and interest in the above said Flat along with the 5 [Five] Shares [as and when issued] and the membership and all funds, deposit, credits etc. of the said Society for the total monetary consideration of Rs. 65,00,000/- [Rupees Sixty Five Lacs Only] and same is to be paid by the TRANSFEREES to TRANSFERORS as under:

- [a] a sum of Rs. 1,00,000/- [Rupees One Lac Only] paid to TRANSFERORS, dated 08/02/2017 by Cheque No. 796401, drawn on Punjab National Bank, Ghatkopar [East] Branch, before execution and registration of this Agreement for Sale.
- [b] a sum of Rs. 10,00,000/- [Rupees Ten Lacs Only] paid to TRANSFERORS, dated 18/02/2017 by Cheque No. 804783, drawn on Punjab National Bank, Ghatkopar [East] Branch, before execution and registration of this Agreement for Sale.
- [c] a sum of Rs. 9,00,000/- [Rupees Nine Lacs Only] paid to TRANSFERORS, dated 07/03/2017 by Cheque No. 804784 drawn on Punjab National Bank, Ghatkopar [East] Branch, before execution and registration of this Agreement for Sale.

Handwritten signatures and initials: Tejaji, Mehil, Bhatnagar, 20/11/17

करल - 4		
Rupees Forty Four Lacs	2004	e 20
Loan will be payable on or	2099	

[d] Being balance a sum of Rs. 44,35,000/- [Rupees Forty Four Lacs Thirty Five Thousand Only] being Bank Loan will be payable on or before 45 working days after deducting 1% T.D.S. sum of Rs. 65,000/- [Rupees Sixty Five Thousand Only] after registration of this Agreement for Sale and also against getting Vacant and peaceful Possession of said Flat and stilt parking by the TRANSFERORS to the TRANSFEREES.

The TRANSFERORS do hereby admit and acknowledge the receipt of the said consideration as mentioned in clause [b] of this Agreement.



4) The TRANSFERORS do hereby declare that the said Flat is free from all encumbrances, claims and demands whatsoever and that they are fully entitled to deal with or dispose of the same and undertake to keep the TRANSFEREES indemnified in this behalf. The TRANSFERORS also agree to sign and execute all such Transfer forms, papers and documents as may be necessary in favour of the TRANSFEREES for transfer of membership, said shares, said Flat and credits, funds deposit, etc. in the records of the society.

5) The TRANSFERORS agreed to deliver to the TRANSFEREES the vacant and peaceful possession of the said Flat along with the permanent fixtures and fittings on completion of the sale as and when full and final consideration mentioned hereinabove and request the society to transfer to the TRANSFEREES the deposit, if any of sinking fund, water charges and the share money standing to the credit

*Jayali*

*Mahesh Bherumani, Manoj*



the title of the said Flat complete and absolute without claiming any  
the title of the said Flat complete and absolute without claiming any  
extra charges or compensation.

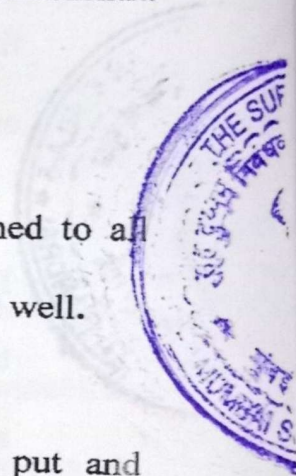
करल		
2004	92	20
20918		

14) This Agreement for Sale has been executed in Mumbai. The property is situated at Mumbai and the payments are made in Mumbai. Hence it is subject to jurisdiction of Mumbai Courts of Law.

15) This Agreement for Sale is executed under Maharashtra Ownership Flat Act, 1963.



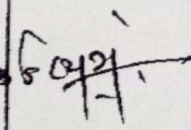
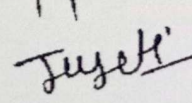
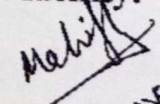
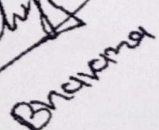
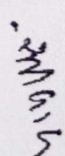
16) The contents of this Agreement for Sale are explained to all parties in their respective mother tongue and they understood well.



IN WITNESSTH WHEREOF the parties hereto put and subscribed their respective hands and seal the day and the year first hereinabove mentioned.

**SCHEDULE OF PROPETY**

Flat No. 701, 7<sup>th</sup> Floor, Building No. 129, known as Vishal Apartments, Vishal Apartment Co – Operative Housing Society Ltd., Plot No. 312, R. N. Narkar Marg, Pant Nagar, Ghatkopar [East], Mumbai – 400 075, admeasuring 425 Sq. Fts. Carpet Area, C.T.S. No. 5673, Village: Ghatkopar – Kiroi, Taluka Kurla, in the registration District of Mumbai Suburban District, the building is of Ground + 7 Floors, constructed in the year 2010 with lift facility.

Gen-116-3070-2

MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'  
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966  
NO CE / 634 / BPES / AN

COMMENCEMENT CERTIFICATE

22 FEB 2006

करल - 4
2005
2005
2005

To, Shri Bimal Desai CA  
to Mr. Vshaj chsurj

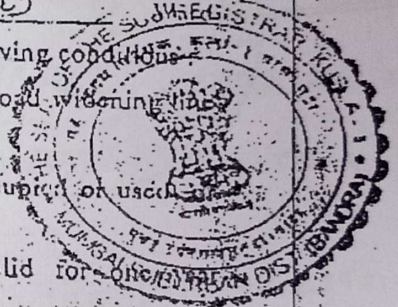
Sir;

With reference to your application No. 7943 dated 25/11/05 for Development Permission and grant of Commencement Certificate under Section 45 and 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 of the Mumbai Municipal Corporation Act 1889 to erect a building in Building 129 on plot No. --- C.T.S. No. 5673 Bani Village / Town Planning Scheme No. --- situated at Road / Street Ghatkopar (E)



the Commencement Certificate/Building permit is granted on the following conditions:

- 1) The land vacated on consequence of the endorsement of the set back line/ road widening shall form part of the public street.
- 2) That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupation permission has been granted.
- 3) The commencement certificate/ development permission shall remain valid for commencing from the date of its issue.
- 4) This permission does not entitle you to develop land which does not vest in you.
- 5) 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 be any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act 1966.
- 6) This certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai 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 Mumbai is contravened, or not complied with.
  - c) The Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the 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 & Town Planning Act, 1966.



CFR-116 करल - 4 - 2 -

The conditions of this certificate of all building not only on the applicant but on his heirs, successors, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri R. S. Kulkarni Executive Engineer to exercise his powers and functions of the planning Authority under Section 45 of the said Act.

The C.C. is valid upto 2.1 FEB 2007

C.C. upto stilt slab

For and on behalf of Local Authority  
The Municipal Corporation of Greater Mumbai

बधर-11  
2938  
888



*R. S. Kulkarni*

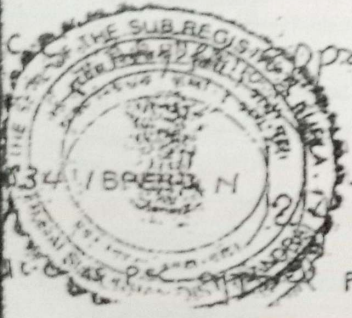
Assistant Engineer Building Proposal  
Eastern Suburbs (L & N Ward)  
Executive Engineer (Building Proposal)  
Eastern Subs  
FOR

6341

up to stilt slab as per approved amended plan dt 25/8/06

*S. S. Jadhav*  
30/8/2006  
Executive Engineer Building Proposal  
(Eastern Suburbs.)

6341 / PESHIAN 11 SEP 2006



approved plan dt 25/8/06

*S. S. Jadhav*  
27/12/2008  
Executive Engineer Building Proposal  
(Eastern Suburbs.)

6341 / BRESHIAN

plan dt 2-12-2008 -

*S. S. Jadhav*  
21/12/2008  
Executive Engineer Building Proposal  
(Eastern Suburbs.)





## गावाचे नाव : 1) घाटकोपर

- (1) विलेखाचा प्रकार अँग्रीमेंट टू सेल ऑफ प्लॉट
- (2) मोबदला 6500000
- (3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे) 6071940
- (4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) 1) पालिकेचे नाव: मुंबई म.न.पा. इतर वर्णन : सदनिका नं: प्लॉट नं. 701, माळा नं: 7 वा मजला इमारतीचे नाव: विशाल अपार्टमेंट सी. एच. एस. लीमीटेड, ब्लॉक नं: वील्डींग नं. 129, आर. ए नारकर मार्ग, रोड नं: पंत नगर, घाटकोपर पूर्व, मुंबई - 400 075, इतर माहिती: एकूण क्षेत्रफळ 425 चौरस फूट कार्पेट एरिया, मौजे घाटकोपर - किरोळ, तालुका कुर्ला. ( ( C.T.S. Number : 5673 ; Final Plot Number : 312 ; ) )
- (5) क्षेत्रफळ 1) 47.40 चौ.मीटर
- (6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.
- (7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता. 1): नाव:-गोरक्षनाथ सहादु कडलग वय:-48; पत्ता:-प्लॉट नं: प्लॉट नं. 701, माळा नं: 7 वा मजला, इमारतीचे नाव: विशाल अपार्टमेंट को ऑपरेटिव हाउसिंग सोसायटी लीमीटेड, ब्लॉक नं वील्डींग नं. 129, आर. एन. नारकर मार्ग, रोड नं: पंत नगर, घाटकोपर पूर्व, मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400075 पॅन नं:-AIQPK0665F  
2): नाव:-ज्योती गोरक्षनाथ कडलग वय:-42; पत्ता:-प्लॉट नं: प्लॉट नं. 701, माळा नं: 7 वा मजला, इमारतीचे नाव: विशाल अपार्टमेंट को ऑपरेटिव हाउसिंग सोसायटी लीमीटेड, ब्लॉक नं वील्डींग नं. 129, आर. एन. नारकर मार्ग, रोड नं: पंत नगर, घाटकोपर पूर्व, मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400075 पॅन नं:-AMXPK1637N
- (8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता 1): नाव:-मनीष रतिलाल फ्ररिया वय:-35; पत्ता:-440/1194, 2 रा मजला, कल्पतरु सोसायटी, पंत नगर गुरुदत्त मंदिर रोड, घाटकोपर पूर्व, मुंबई, वेस्ट स्टाफ कॉलनी, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400075 पॅन नं:-AAHPF4961A  
2): नाव:-भावना मनीष फ्ररिया वय:-31; पत्ता:-प्लॉट नं: 440/1194, माळा नं: 2 रा मजला, इमारतीचे नाव: कल्पतरु सोसायटी, ब्लॉक नं: , रोड नं: पंत नगर गुरुदत्त मंदिर रोड, घाटकोपर पूर्व, मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400075 पॅन नं:-AAPPF4099P  
3): नाव:-रतिलाल करशन फ्ररिया वय:-63; पत्ता:-प्लॉट नं: 440/1194, माळा नं: 2 रा मजला, इमारतीचे नाव: कल्पतरु सोसायटी, ब्लॉक नं: , रोड नं: पंत नगर गुरुदत्त मंदिर रोड, घाटकोपर पूर्व, मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400075 पॅन नं:-AAPPF4098N
- (9) दस्तऐवज करून दिल्याचा दिनांक 21/03/2017
- (10) दस्त नोंदणी केल्याचा दिनांक 21/03/2017
- (11) अनुक्रमांक, खंड व पृष्ठ 2905/2017
- (12) बाजारभावाप्रमाणे मुद्रांक शुल्क 325000
- (13) बाजारभावाप्रमाणे नोंदणी शुल्क 30000
- (14) शेर



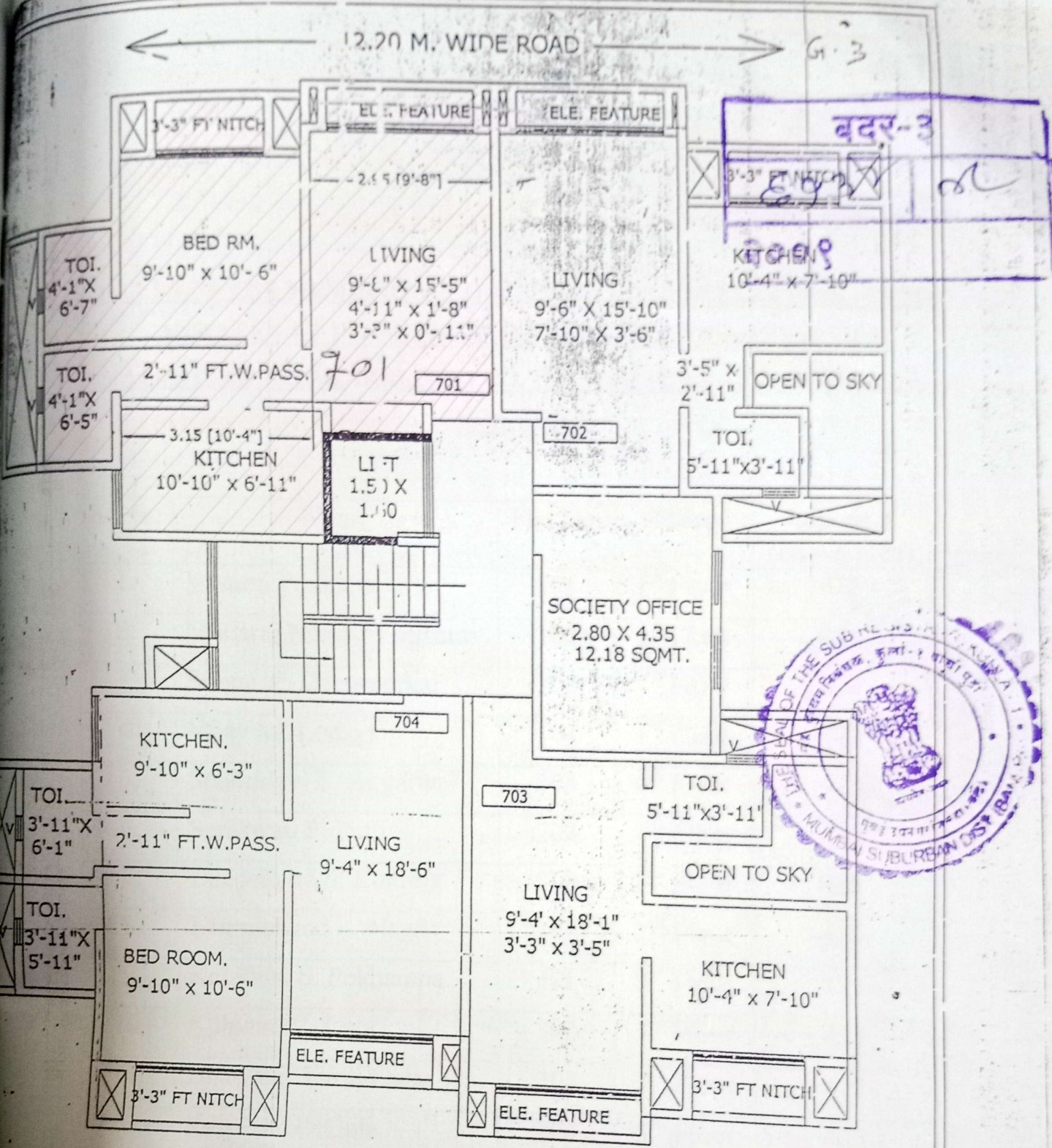
सह. दुय्यम निबंधक  
कुर्ला-५ (बार् २)



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

सह. दुय्यम निबंधक  
कुर्ला-५ (बार् २)

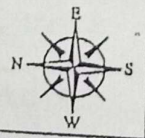
12.20 M. WIDE ROAD



R.N. NARKAR MARG

FLOOR PLAN

DEVELOPER: PROPERTIES & PROPERTIES PVT.LTD.



ARCHITECT: M/S MAYUREE CONSULTANTS

Flat No 701  
Seventy Floor.

Maze A25 see fit carpet

Handwritten signature: Padlag

Handwritten signature: Jyoti B

2004 94 20  
2096

# VISHAL APARTMENT

## CO-OP HSG. SOC. LTD. BLDG NO. 129 (PROPOSED)

SOCIETY REGN. NO. :

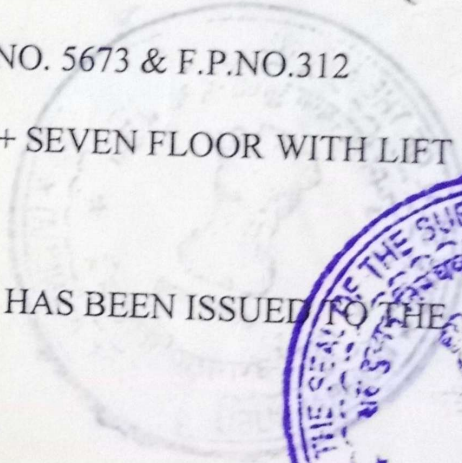
PLOT NO. 312, R.N. NARKAR MARG, PANT NAGAR, GHATKOPAR(E), MUMBAI-400 075.

DATE : 18/03/2017

TO WHOMSOEVER IT MAY CONCERN

THIS IS TO CERTIFY THAT MR. GORKSHNATH KADLAG IS THE MEMBER AND OWNER OF FLAT NO 701 ON SEVENTH FLOOR ADMEASURING 425 SQ FT.CARPET AREA OF THE SOCIETY HAVING C.T.S. NO. 5673 & F.P.NO.312 TALUKA KURLA, MSD. THE BUILDING IS GROUND + SEVEN FLOOR WITH LIFT FACILITY.

AS SOCIETY IS PROPOSED NO SHARE CERTIFICATE HAS BEEN ISSUED TO THE MEMBER.



VISHAL APARTMENT C.H.S. LTD.  
NO. 129 (PROPOSED)

AUTHORISED SIGNATURES