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OFFICE OF THE
JOINT DISTRICT REGISTRAR
THANE, MAHARASHTRA
MAH/CCRA/DIST/003

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COLLECTOR OF ST. ALES TECTON STANSS (TONYON)

## AGREEMENT FOR SALE

assigns) of the ONE PART; AND SHRI PRAKASH GOVIND their respective heirs, executors, legal representatives administrators and unless it be repugnant to the context or meaning thereof mean and include hereinafter referred to as 'THE VENDORS' (which expression shall Dham, G.V. Scheme Road No. 4, Mulund (East), Mumbai - 400 081., Hindu, Adults Indian Inhabitants of Mumbai, Residing at 103, Kailash BETWEEN MRS. LEELA RAMAN & SHRI RAMAN A. IYER, Both April, In The Christian Year One Thousand Nine Hundred Ninety Nine, THIS AGREEMENT FOR SALE made at Thane, On this 26- Day of

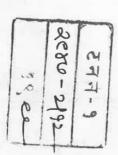


26/6-0432 टनन-१ 3000

KAVATHEKAR & MRS. SULBHA PRAKASH KAVATHEKAR, Both Hindu, Adults, Indian Inhabitants of Thane, Residing at 602, 'A' Pratick Co-operative Housing Society, Samta Nagar, Thane (West) - 400 606., hereinafter referred to as 'THE PURCHASERS' (which expression shall unless it be repugnant to the context or meaning thereof mean and include their respective heirs, legal representatives, executors, administrators and assigns) of the OTHER PART.

WHEREAS The Vendors are fully seized and possessed of as the owners thereof or otherwise well and sufficiently entitled to the Flat Bearing No. 501 on Fifth floor of the Building No. 'C' of the SUNDERVAN PARK at Plot No. 464, T.P. Scheme No. 1, Devdaya Nagar Road, Panch Pakhadi, Thane, admeasuring about 693 Sq.Ft., Carpet or thereabouts, more particularly described in the schedule hereunder written (hereinafter called the said premises).

AND WHEREAS The Vendors herein have purchased and/or otherwise acquired the said premises from M/s. SUNDERVAN ENTERPRISES, a Registered Partnership Firm, having their place of Business at 5; Vraj Kunj, V.P. Road, Vile Parle (West), Mumbai - 400 056., on the terms and for the consideration more particularly recorded in the Agreement Dated 07th Day of June, 1994 and also paying monthly outgoings and exclusively occupying thereto. AND WHEREAS the area of the said premises is 693 Sq.Ft., Carpet or thereabouts. AND WHEREAS the fair market value of the said Flat premises is Rs. 11,50,000/= (Rupees Eleven



Lacs Fifty Thousand Only), which is prevalent market rate in the locality.

AND WHEREAS The Vendors herein have agreed to sell to the

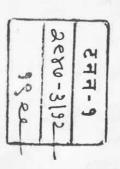
Purchasers and the Purchasers herein have agreed to purchase the said

Flat premises on terms and the conditions hereinbelow:-

## NOW THIS INDENTURE WITNESSES AND THE PARTIES HERETO AGREED AS FOLLOWS:-

1. The Vendors agreed to sell and the Purchasers agreed to purchase the said Flat premises Being Flat Bearing No. 501 on Fifth floor of the Building No. 'C' of the SUNDERVAN PARK at Plot No. 464, T.P. Scheme No. 1, Devdaya Nagar Road, Panch Pakhadi, Thane, admeasuring about 693 Sq.Ft., Carpet or thereabouts, more particularly described in the schedule hereunder written, free from any encumbrances, for the Total consideration of Rs. 11,50,000/= (Rupees Eleven Lacs Fifty Thousand Only), Being fair market value.

- The purchasers have paid or made payment of Rs. 30,000/=
  (Rupees Thirty Thousand Only) to the Vendors herein, Receipt
  whereof the Vendors doth hereby admits and acknowledge, Being
  part consideration money of said Flat premises.
- The Purchasers agree to pay and the Vendors agree to receive the Balance sum of Rs. 11,20,000/= (Rupees Eleven Lacs Twenty Thousand Only), As under:



Howa the State

 a) Rs. 5,00,000/= (Rupees Five Lacs Only) On or before 31st Day of May, 1999.

**b**)

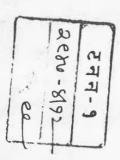
- Rs. 6,20,000/= (Rupees Six Lacs Twenty Thousand Only) on or before 31st Day of July, 1999 against the vacant and peaceful possession of the said Flat premises with rights of occupation, possession and other rights, appurtenant thereto.
- The Vendors specifically state, declare and confirm that they have paid Full and Final consideration money of said Flat premises to M/s. SUNDERVAN ENTERPRISES, under the terms of said Agreement Dated 07th Day of June, 1994.
- The Vendors on Receipt of Full & Final consideration money under this Agreement for Sale will put and shall deliver the peaceful and vacant possession of said Flat premises to the Purchasers without reserving any rights, titles and interests of whatsoever in said Flat premises.

S

The Purchasers agreed to Become Member/s of a society formed or yet to be form by the Purchasers of various Flats/Shops etc., of the said Building or become shareholder of company which may be formed by the Purchasers of the various Flats/Shops etc., or become Member of an Association which may be formed by them as per the clause of said Agreement Dated 07th Day of June, 1994.

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The Purchasers have read the said Agreement Dated 07th Day of ... 5 ...



[5] June, 1994 and agrees to abide by the terms and conditions of the said Agreement Dated 07th Day of June, 1994.

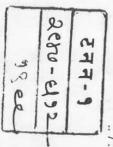
- Building. cause of annoyance or harm is caused to any occupant of the family Members shall act in such a manner that No nuisance or The Purchasers agreed to abide by the rules regulations and be and as when it is formed, Meanwhile they and their respective bye-laws of such society, company or association as the case may
- 00 of the possession of the said Flat premises is handed over by the possession of the said Flat premises, From and onwards the date and other incidental and ancillary charges to the holding & The Purchasers agreed to pay all the charges, taxes, maintenance Vendors to the Purchasers.
- herein without demanding any extra further or other consideration Builders/Promoters to Transfer the Balance of said Amount/on such amount. Deposit to the credit of the Purchasers on completion of the sale Builders/Promoters and accordingly the Vendors will get from the amount standing in the name of the Vendors in the records of the Purchasers shall become entitled to the benefit of all the said Purchasers. It is agreed that on completion of the sale herein the society deposit and charge shall be Transferred in the name of the name as per the records of the Builders/Promoters including The Vendors hereby agrees that whatever amount standing in their

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10. The Vendors agreed to get No Objection Letter from Builders/Promoters M/s. SUNDERVAN ENTERPRISES to Transfer the
said Flat premises to them (The Purchasers) and for that purpose,
They shall accompany the Purchasers to Builders and/or
Promoters or making representations and doing other necessary
acts and things to enable the Purchasers to get the said Flat
premises effectively transferred in their name i.e. the Purchaser's
name, Transfer charges payable to Builders or Society or
Association will be paid by the Vendors alone.

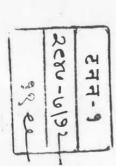
maintenances, water, electricity charges and other charges upto date and the Vendors agreed to pay proportionate charges, maintenances, water and electricity charges and other charges, maintenances, water and electricity charges and other charges for the period upto handing over the peaceful & vacant possession of the said Flat premises to the Purchasers herein. The Vendors agreed to pay back or reimburse the amounts paid by the said Purchasers which have remain unpaid by the Vendors due to period upto the handing over the possession to the Purchasers by the Vendors.

The Vendors declares that they have not created any lien, charges, mortgages or encumbrances over the said Flat premises in any manner whatsoever for the purpose or otherwise. The Vendors



declare that said Flat premises is free from all encumbrances, caused by the Vendors in respect of the said Flat premises Purchasers are made to suffer any losses, damage or prejudice on claims by way of mortgages, charges, lien or any other kind of Vendors agree to indemnify or shall keep indemnified, against all their acts, or deeds or things knowingly or unknowingly. The defect in marketability of the Title of the said Flat premises by prejudiced or jeopardised or cause any act or deed to suffer any mortgages, charges, lien or burden and the Vendors have not premises. The Vendors agree in such an event to compensate or account of any act, deed or thing caused to be suffered or to be encumbrances over the said Flat premises. In case, the reimburse or repay such loss or damage caused to the Purchasers. encumbrances or charges or mortgages over the said Flat whereby it is constructed or meant interpreted as an

Purchasers, death or any unseen dangerous occurs, which may The Vendors agreed to Transfer said Flat premises and privileges representatives of the Purchasers in case of before completion of prevent or in the event not possible to Transfer the said Flat complete Transfer of said Flat premises in the name of attached thereto in the name of the respective heirs or legal respective heirs or legal representatives of the Purchasers. premises in the name of the Purchasers at the cost of said



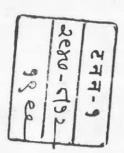
14.

heirs or legal representative or nominee/s. premises perfect on request of the Purchasers or their respective heirs or legal representatives or nominee/s over the said Flat Shops/Flats to make the Title of the Purchasers or their respective papers, vouchers and applications under any law Governing the The Vendors agreed to signed and execute all forms, documents, ownership Flats and other law Governing the Transfer of such

15. The Vendors shall produce their certificate under section 230-A payments under this Agreement for Szle. of the Income Tax Act, On or before receving Full & Final Constitution

16. Purchasers or concern authorities. discussed hereinabove immediately on hearing from the keep indemnified the Purchasers herein from payments of stamp duty, Registration charges and/or such other fees or charges as Vendors herein and the Vendors herein will indemnify and shall or prior to this Agreement for sale is sole responsibility of the writings or Agreements or documents executed or signed before charges together with penalty and interest thereof, payable on The Stamp duty and Registration charges and/or other duty or

The Stamp Duty and Registration charges payable on this payable by the Purchasers alone. Agreement and writings incidental thereto will be borne and



## SCHEDULE OF THE SAID FLAT PREMISES HEREINABOVE REFERRED TO:-

A Flat admeasuring about 693 Sq.Ft., Carpet or thereabouts, Bearing No. 501 on Fifth floor of the Building No. 'C' of the SUNDERVAN PARK at Plot No. 464, T.P. Scheme No. 1, Devdaya Nagar Road, Panch Pakhadi, Thane, Bearing Survey No.'s 174 - Hissa No. B, 176 - Hissa No. 1 & 177 - Hissa No. 5 of Village Panchpakhadi, Taluka & District Thane, Registration District & Sub-District of Thane and Assessed under the Thane Municipal Corporation.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE PUT THEIR RESPECTIVE SIGNATURES ON THIS AGREEMENT ON THE DAY AND DATE HEREINABOVE FIRST MENTIONED.

SIGNED, SEALED & DELIVERED BY THE

WITHINNAMED "VENDOR" MRS. LEELA

RAMAN & SHRI RAMAN A. IYER
IN THE PRESENCE OF

SIGNED, SEALED & DELIVERED BY THE
WITHINNAMED "PURCHASERS"

SHRI PRAKASH GOVIND KAVATHEKAR &)
MRS. SULBHA PRAKASH KAVATHEKAR,
IN THE PRESENCE OF .......

Barratheka

.. 10 ..

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## RECEIPT

Received on or Before the Date and Day)
hereinabove First written a sum of Rs. 30,000/=
(Rupees Thirty Thousand Only) from SHRI
PRAKASH GOVIND KAVATHEKAR &
MRS. SULBHA PRAKASH KAVATHEKAR,
withinnamed Purchasers, Being Full & Final
consideration money of the said Flat premises,
By Cheque Bearing No. 89337 | Dated
26-H-99 Drawn on Bank of India
Thank (W)
Branch, under

) Rs. 30,000/=

the terms of this Agreement for Sale.

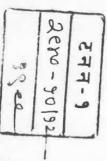
WE SAY RECEIVED RS. 30,000/=

& SHRI RAMAN A. IYER. VENDORS.

WITNESSES :-

OR. D. E. TEIREBES AS

2.



5, Vraj Kunj, V.P. Road, M/s. SUNDERVAN ENTERPRISES, FROM: Vile Parle (West), Mumbai - 400 056.

Day of April, 1999.

Date:

Panch Pakhadi, Thane. & SHRI RAMAN A. IYER,
Flat No. 501, Fifth floor of the Building No. 'C'
of the SUNDERVAN PARK, Plot No. 464,
T.P. Scheme No. 1, Devdaya Nagar Road, MRS. LEELA RAMAN

Dear Sir

RE: Request for Transfer of my right, title and/or interest of Flat Bearing No. 501 on Fifth floor of the Building No. 'C' of the SUNDERVAN PARK at Plot No. 464, T.P. Scheme No. 1, Devdaya Nagar Road, Panch Pakhadi, Thane to SHRI PRAKASH GOVIND KAVATHEKAR KAVATHEKAR & MRS. SULBHA PRAKASH

accord our consent and have No Objection for sale and/or otherwise Transfer of the Flat Bearing No. 501 on Fifth floor of the Building No. 'C' of the SUNDERVAN PARK at Plot No. 464, T.P. Scheme No. 1, Devdaya Nagar Road, Panch Pakhadi, Thane by SHRI PRAKASH GOVIND KAVATHEKAR & MRS. SULBHA PRAKASH Vraj Kunj, V.P. Road, Vile Parle (West), Mumbai - 400 056., do hereby KAVATHEKAR. We, M/s. SUNDERVAN ENTERPRISES, having office at 5,

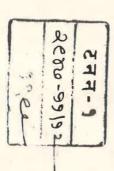
association of such type, of the Flats Purchasers in the Building known as SUNDERVAN PARK situated at Plot No. 464, T.P. Scheme No. 1, Devdaya Nagar Road, Panch Pakhadi, Thane, of which We are the Promoters/Builders/Developers. KAVATHEKAR & MRS. SULBHA PRAKASH KAVATHEKAR, as We will directly enter the name of SHRI PRAKASH GOVIND

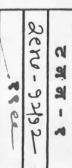
Date: Place: MUMBAI Day of April, 1999.

For M/s. SUNDERVAN ENTERPRISES,

Yours faithfully,

Partner.





अनुक्रम मेरा २९१७ | ६८५ THE REAL PROPERTY. वे बाल्यान हार्ग - 9 वे इत्या निवंशक यांचे कचे चेन्न जेराद्यान दिला. ार्ट कार्यम 9

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पुष्पम निर्वश्व ठावे छ. ० शिर्गारं :-

श्रिमिती हिला दासना

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दम्तर्वय कवन देवार भे श्री प्रकाश गोविद कवरकर अस्मिती सुलमा प्रक्रमा कव्कार,

वसक्षितं ....थू. २१३ (२४) .... \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

> शकत की ३२ (जोकीओ / पार्च) वेरे शकत की हपान मादमी की की पेतली काईजींप की कपबात की पालील प्रमाणे -/00 F66 1 20 4 3

पुष्पण निर्वाच ठावं छ. १ श्री,अयोक हातार 130 h 66

दस्तरेश्वय करून देणाऱ्या छपर निर्दिष्ट इसमास ध्यकीशः ओळखतात ब स्याची ओळख पटविताता. リカストリング ससान, व्यापान, हाण् बर निवंदन करीत आहेत की,

दिनांक 26 S. S. S. S.

दुव्यम् निरंधक ठाव छ. १

रुक्तर हमार्च पर रिक्तिक समास्त्र मेलक

P.Date प्रत्यम विश्वयह उपन क्रमान E

BETWEEN

MRS. LEELA RAMAN & SHRI RAMAN A. IYER: VENDORS.

IN IN

SHRI PRAKASH GOVIND KAVATHEKAR & MRS. SULBHA PRAKASH KAVATHEKAR. PURCHASERS.

MOHAN K. TATARIA, M.Com. LL.B., ADVOCATE, HIGH COURT,

4, Vishwa Mohini, 1st floor, Netaji Subhash Road, Mulund (West), Mumbai - 400 080.