COS mos Beme

Tuesday, January 24, 2006

3:08:13 PM

पावती

Original नोंदणी 39 म. Regn. 39 M

पावती क्र.: 433

गावाचे नाव कळंबोली

दिनांक 24/01/2006

दस्तऐवजाचा अनुक्रमांक

उरण - 00433 - 2006

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव:व्यंकटेश बालया बिन्नी - -

नोंदणी फी

3750.00

नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (19)

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आपणास हा दस्त अंदाजे 3:22PM ह्या वेळेस मिळेल

र्भे भिर्मे निबंधक सह दु.नि.पनवेल 2

बाजार मुल्य: 360000 रु.

मोबदलाः ३७५००० रु.

भरलेले मुद्रांक शुल्क: 22500 रु.

मुळ दस्ताएवज्ञ परत दिला.

लिपीक

दुष्यम निबंधक, उरण मुळ दस्तऐवज गरत मिळाला

ज्यकाराची गही

Designed & developed by C-DAC, Pune

SARITA REPORTS VERSION 5.2 19

दस्त क्रमांक: 433/2006

नोदंणी :

Regn:63m

.... SKU office

# गावाचे नाव : कळंबोली

(1)विलेखाचा प्रकार (2)मोबदला करारनामा

₹.375000

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतों की पटटेदार ते नमुद करावे) ₹. 360000

(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास) पालिकेचे नाव:इतर वर्णन :शॉप नंबर 25, तळ मजला,शिवम अपार्टमेंट,प्लॉट नंबर 12,सेक्टर 2-ई, कळंबोली, ता.पनवेल,जि. रायगड.जी + 2

(5) क्षेत्रफळ

15 चौ.मी. बिल्टअप.

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता. 1): नाव:-बालराज बन्ननोरे यांचे तर्फे अख.व्यंकटेश बालया बिन्नी - - वय:-36पत्ता:- २०५,संतोष सी एच एस,सेक्टर ३-ई ,कळंबोली नवी मुंबई पिन कोड:--पॅन नं:--

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता 2): नाव:-व्यंकटेश बालया बिन्नी - - वय:-36पत्ता:-२०२,सत्यम सी एच एस,सेक्टर २-ई ,कळंबोली नवी मुंबई पिन कोड:--पॅन नं:--

(9) दस्तऐवज करुन दिल्याचा दिनांक

24/01/2006

(10)दस्त नोंदणी केल्याचा दिनांक

24/01/2006

(11)अनुक्रमांक,खंड व पृष्ठ

433/2006

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

22500

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

3750

(14)शेरा

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BELMEEN on This - 2 day of - January - 2006 (Year: Two Thousand Six) THIS AGREEMENT IS made and entered into at : Kalamboli, Navi Mumbai

administrators, and assigns) of the ONE PART AND. or meaning thereof be deemed to mean and include his / here heirs execution OWNER") which by expression shall unless it be repugnant not be the context (Hereinafter for brevity's sake is called and referred to as ("THE SHOP op Housing Society Ltd., Sector-3E / Kalamboli Navi Mumbai - 410 218 occupation Service - residing at : FLAT No : 205, Society know Santosh Co-SHRI. BALARAJU BANNENORE aged 33 years an adult Indian Inhabitant

" THE PURCHASER" (which can be repugnant to the repugnant and Mumbai - 410 218 (Hereinafter for Month sake called and referred to know SATYAM Co-op Housing Society Ltd., Sector-2E / Kalamboli Nagii occupation Service residing at: FLAT No: 202, on the Second Floor Society BALAYA BINNY aged 36 adult Indian Inhabitage SHRI. VENKATESH

श्रीरापत मधीकृतिक diffo (angiese bus eroterteinimbs context or meaning thereof be desined to fire included big / her heirs ege

POWER OF ATTORNEY HOLDER

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#### WHEREAS:

1) THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, (CIDCO) a town development authority under THE MAHARASHTRA regional Town Planning Act, has agreed to grant on lease for 60 years the Plot No:12, in Sector No – 2E / at: Kalamboli Cidco Colony Navi Mumbai, Admeasuring about: 1611. 623 Sq. Miter Plot Area and or thereabout more particularly described in the Schedule written hereunder to M/S. SHABI ENTERPRISES, Registered firm under the provision of the Indian Partnership Act-1932, having its office at: Samuel Street Masjid Bunder Road Bombay- 400009 (hereinafter referred to as "THE BUILDER" and therein referred to as "THE CIDCO" on the terms and Conditions asset out in The Agreement to Lease dated: 24/04/1993.

### AND WHEREAS

2) Under the aforesaid Agreement to Lease dated: 24 / 04 / 1993, The Said SHIVAM APARTMENT, are entitled to develop the said Plot of land on the terms and Conditions set out in the said Agreement to Lease dated: 24 / 04 / 1993.

#### AND WHEREAS

IN PURSUANCE of the said Agreement the Corporation handed over Possession of the said Society enabling the Society to Construct a Building thereat residential purpose as per the terms and Conditions in the Said Agreement of Lease

#### AND WHEREAS

THE SOCIETY has agreed to entrust the work of Construction of the Building on the said Plot to the Development M/S. SHABI ENTERPRISES, upon certain terms and Conditions listed in the Agreement.

POWER OF ATTORNEY HOLDER

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The Said Shop No: 25, on the Ground -Floor, SHIVAM APARTMENT Situated at: Sector-2E / Kalamboli Navi Mumbai, Allotted by CIDCO & Construction also completed on said date and Occupancy Certificate given on dated: 17/07/1991.

## AND WHEREAS

THE SELLER / OWNER is fully seized, and well Possessed of to hold the said Shop agreed to sell and Transfer all their rights interests and benefits to the Purchaser hereditary and absolute rights of use and Occupation of the said Shop and also the benefits of the deposit lying and being in The  $C_0$ -operative Societies Ltd.

## AND WHEREAS

THE SELLER / OWNER and the PURCHASER have held several and discussed the various terms and Conditions and agreed by Both Parties as hereinafter Appearing.

NOW THIS AGREEMENT WITHNESSETH AS FOLLOWS:

1) THE SELLER hereby agrees to sell transfer and assign all his right the and interest in and the Shop No: 25, on the Ground -Floor, SHIVAM APARTMENT Situated at: Plot No.12, Sector-2E / Kalamboli Navi Mumbai having, Built up Area about: 161.4 Sq. Feet (15.00 Sq. Meters) the Society known as the SHIVAM APARTMENT, at: Plot No: 12, Sector - 2E/Kalamboli, Navi Mumbai, District - Raigad, to the party of the Second Part / PURCHASER, which the PURCHASER has agreed to acquired the same which the said share and interest of the SELLER for a total Consideration of RS.3,75,000/-(RUPEES. THREE LAKH SEVENTY FIVE THOUSAND ONLY) inclusive of all costs, share capital and the amount to the credit of the SELLER in the book of the Said Society.

POWER OF ATTORNEY HOLDER -3-

- 2) IN CONSIDRATION of the aforesaid representation made by the Vendor to the Purchaser herein agreed to Purchase the said Premises for the Consideration of RS.3,75,000/-( RUPEES, THREE LAKH SEVENTY FIVE THOUSAND ONLY) Received Full and Final Consideration From Purchase to Shop.
- 3) IT IS DECLARE by the Seller that the Built up area of: 161.4 Sq. Feet) and the Building Consists.
- 4) THE PURCHASER hereby agreed to Become member of the Said Society and shall abide by all the rules and regulations adopted by a or which it may adopt from time to time.
- 5) THE SELLER hereby admits and declares that the said Shop the Society and the said Shares having Certificate No: \_\_\_\_\_ with distinctive No: \_\_\_\_ To\_\_\_ are free from all encumbrances charges and liabilities of whatsoever nature and the Seller has full and absolute right and authority to sell the same or Transfer it to any Person's.
- 6) THE SELLER hereby agrees to pay all the outstanding due for payment maintenance and Service Charges, or any other dues payable to the Said Society till the date of physical Possession is handed over to the Purchaser and the Seller further undertake that in no Cash the Purchaser shall be table for Payment or dues of the Said Society for the period of Membership Occupancy of the said Shop of the Seller.
- 7) THE PURCHASER hereby agreed to pay the Society the dues Water Charges / Service and Maintenance Charges Highlighting Periodical Ground / Lease Rent in respect of the said Shop from the date of Possession and shall not withhold and shall Indemnify and Reep Indemnified the Seller in this Behalf.

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POWER OF ATTORNEY HOLDER

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8) THE SELLER hereby agrees declares and assures that the Seller has not on or before the date of this Agreement Mortgaged Transferred, Assigned or alienated her interest in the Capital of the Society i. e. the shares hereinabove Mentioned and his / her interest in Property of the said Society that is the Shop hereinabove referred to The Seller agrees and undertakes to remove all such Objections or demands, if any at their Own Cost.

9) **SUBJECT TO THE** provisions and terms and conditions of the Agreement the **Seller** hereby agrees to Transfer his shares, Mentioned hereinabove and the interest in the said **Shop** to the **Seller** and the **Purchaser** is fettled to hold possess, occupy and enjoy the said **Shop** Without any interruptions from

10) THE SELLER further declares that he / has full right and absolute authority to enter into This Agreement Subject to Section-29, of THE MAHARASHTRA CO - OPERATIVE SOCIETIES Act -1960, and that the SELLER has not done or performed any act Deed, Matter or thing Whatsoever whereby he / may be prevented from entering into this Agreement as purported to be done hereby or whereby the Purchaser may be obstructed, prevented or hindered in enjoying the right to be conferred or Transferred or Assigned in their favour or whereby the quit and peaceful enjoyment or possession of the Purchaser in respect of the said Flat may be disturbed,

11) THE SELLER hereinafter at the request and cost of the **Purchaser** shall execute and Document, paper and writing as may be necessary for perfectly vesting the said **Shop** and benefits of the **Markbership** of the said Society and Transferring the same unto the **Purchaser** without any extra or excess **Consideration**.

12) **THE SELLER** shall transfer the said **Shop** together with the said shares held by him in the Said Society by making an application for its Transfer and also deposits with **, M. S. E. B.** or other statutory **Authorities**.

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POWER OF ATTORNEY HOLDER

V. B. Biny

- 13) All Costs and Charges expenses Including Transfer charges in connection with Preparation engrossing Registration of The Shop, Agreement For Sale / Dee of Assignment / Sale Deed and any other Legal Document such as Stamp Duty & Registration / Society NOC, CIDCO NOC and any Charges Necessary for or in Connection with the Transfer of the said Shop shall be Borne / Paid and by the Purchaser
- 14) THE VENDER / SHOP OWNER has executed a GENERAL POWER OF ATTORNEY dated: 19<sup>th</sup> day of- January- 2004, in favour of SHRI. VENKATESH BALAYA BINNY, where by he is empowered to execute The Agreement For Sale / Deed of Assignment / Sale Deed and appear before The sub Registrar of Assurance at: Panvel Office and Dist: Raigad, Register the same for and on behalf of the VENDOR / SHOP OWNER and Original allottee, by the SHRI. BALARAJU BANNENORE.
- 15) THE TRANSFEROR agreed and undertakes to get the said Shop Premises
  Transferred in the name of the Transferee in the records of the said all other
  Concerned Authorities
- 16) This Agreement shall always be Subject to the Provision contained in the Maharashtra Flat Rules –1964, Maharashtra Ownership for Flats Act-1970 as amended up to date or any other Provisions of Law Applicable Thereto.

# THE FIRST SCHEDULE ABOVE REFERRED TO:

All that piece or Parcel of land Admeasurements 1611. 623, Square Meters, or thereabouts being Plot No: 12, in Sector 217, of the layout of land situated lying and being at: Village - Kalamator, Tellage Parcel district: Raigad in the Registration sub - District Panvel, and district: Raigad and bounded as follows.

V. 15. 15: 2014

DOWER OF ATTORNEY HOLDER

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That is to Say:			
on the north by	3	By Road 11 Mtrs. Wide 1	Road
on the Fast by	X X	20 Mtrs. Wide Road	
on the south by		Housing Colony / Electric	Sub Station
on the west by	E E	20 Mtrs. Wide Road	
THE SEC	COND	SCHEDULE ABOVE	REFERRED TO:
SHOP No: 25, o	n the G	round-Floor, SHIVAM	APARTMENT Situated at :
			measuring about: 161.4. Sq.
			ailding known as SHIVAM
			/ Kalamboli Navi Mumbai ,
			first schedule herein - above
written.			
WITNESS WHE	REOF t	he parties hereto have he	reunto set and Subscribed
		ealed the day and the year	
			- OCB
		DELEVERED BY	833 3006
The within named '	"SHOP	OWNER / VENDOR "	6/98
SHRI. BALARAJI	J BANN	NENORE.	Construction and the second se
Through its Power	of Atto	rney Holder	V. P. Sc. 2.
SHRI. VENKATES	SH BA	LAYA BINNY	······································
In the presence of			POWER OF ATTORNEY HOLD
1) M.C. Cu	nic	Mayner	
1) M.C. Cu 2) Royesh Part	il	- soil	
SIGNED, SEALE	D AND	DELIVERED BY	V.13. Biny
The within named "	PURCI	HASER "	/
SHRI. VENKATES	SH BAI	LAYA BINNY	VACOUS SUB-
In the presence of			0 370 ST
1)	241	_ Marmar	
1)	1	-	
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# RECEIPT

I, RECEIVED of and From the within named "PURCHASER" SHRI. VENKATESH BALAYA BINNY a sum of RS.3,75,000/-(RUPEES. THREE LAKH SEVENTY FIVE THOUSAND ONLY) by Cash, being the Full and Final Payment of paid to the Shop Owner / Vendor THE SAID SHOP No: 25 on the Ground-Floor, SHIVAM APARTMENT Situated at Plot No.12, Sector-2E / Kalamboli Navi Mumbai - District — Raigad.

I SAY RECEIVED RS.3,75,000/-

(SHRI. BALARAJU BANNENORE )

\*Through its Power of Attorney Holder SHRI. VENKATESH BALAYA BINNY





