# AGREEMENT FOR SALE

ARTICLES OF THIS AGREEMENT made and entered into at Thane on this <u>19</u> day in the month of DECEMBER, 2015.

### BETWEEN

DANDEKAR, MADHAV **SMITA** MRS. ASLPD2826N, aged 54 years and 2) MR. AJINKYA MADHAV DANDEKAR, PAN ASLPD2825R, aged 29 years, both Indian Inhabitants, residing at Flat No.A/304, 3rd Floor, Nav Safalya Co-op. Hsg. Soc. Ltd., Luis Wadi, Eastern Express Highway, Panchpakhadi, Thane (W) 400 604, hereinafter referred to as the "TRANSFERORS" ( which expression shall unless it be repugnant to the context or meaning thereof includes their heirs, exemple, 9 administrators and assigns ) of the FIRST PART; दस्तं क्रमांक) १२३ ५/२०१५

## AND

RAJENDRA DATTARAM 1) AOYPK5749J, aged 35 years and 2) MR. DATTARAM BALU KADU, PAN AQYPK5748K, aged 57 years, both Indian Inhabitants, residing at 04, Saitara, Behind Hotel Samudra, Lewis Wadi, Eastern Express Highway, Thane (W) 400 604, herein after referred to as the "TRANSFERE ( which expression shall unless it be repugnant context or meaning thereof includes their execu administrators and assigns ) of the SECOND PART WHEREAS :-

WHEREAS TRANSFERORS herein are owners of the flat 1. bearing Flat No. A/304 admeasuring 39.03 sq. mtrs. i. e. 420 sq. ft. built-up area on 3rd Floor in NAV SAFALYA CO-OP. HSG. SOC. LTD., Reg. No. TNA / (TNA) / HSG / 9TC) / 384 / 85 - 86 dated 23/07/1985, lying, being and situated at Luis

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Wadi, Eastern Express Highway, Panchpakhadi, Thane (W) - 400 604, bearing Final Plot No.81, T. P. S. No.1 of Revenue Village - Panchpakhadi, Taluka and District Thane, Registration District and Sub - District Thane, within the limits of Thane Municipal Corporation ( hereinafter referred to as the "SAID FLAT" ) and who had purchased the said flat from Mr. Anil Chandrakant Salvi vide an Agreement for Sale dated 30/03/2010 and registered the same with Sub - Registrar of Assurances, Thane under Document No. TNN2-04071-2010 at Receipt No.4120 dated 30/03/2010, who earlier purchased the said flat from Mr. Mohan Sitaram Prabhu, vide Agreement for Sale dated 13/03/2003, registered with Sub - Registrar of Assurances, Thane under Document No.TNN1-01607-2003 at Receipt No.1607

dated 13/03/2003, who en sed the said flat from M/s. Adimaya pstruction Co., vide Agreement an dated 28/02/1985.

RANSFERORS had fully paid up, satisfied all THANEOLES / payment of the consideration amount payable by them towards the said Flat under Agreement and they are not guilty of breach of non compliance with any of the terms and conditions of the said

टलन agreement for sale dated 30/03/2010 and have been owners of the vacant and peaceful दस्त क्रमांक ९१२ posses<u>sio</u>n of he said Flat.

ANSFERORS are in possession of the said Flat as members of the said Society and hold Share Certificate No. 28 Comprising Shares from 136 to 140 and have all the rights, title and interest to deal with the said Flat in whatever way they like.

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- 4. And whereas since then the TRANSFERORS as such are the member of the NAV SAFALYA CO-OP. HSG. SOC. LTD., holding the shares and is seized and possessed of the said flat.
- 5. And whereas the TRANSFEROR have been duly paying all the outgoings in respect of the said flat and have not committed any act in violation of any bye-laws of the said Society and there is no impediment of whatever nature to effect into this transaction.
- 6. The TRANSFERORS have now agreed to sell the said Flat to the TRANSFEREES as such they are no more interested in retaining the membership of the society and the TRANSFEREES have agreed to purchase the same from the TRANSFERORS on ownership basis.
- The parties hereto have agreed upon the terms and conditions in respect of the said sale of the flat.

8. The parties hereto being now desirous of recording the said terms and conditions in writing. 4स 新动 99~34/२०१५

given its consent for this transaction and agrees to admit the TRANSFEREES instead of TRANSFERORS herein as incoming members of the said society and place of the TRANFEROR as the outgoing members.

10. The TRANSFERORS now intends to sell all their rights, titles, interest and benefits in the said fat and the TRANSFEREES agree to acquire and purchase of the terms and conditions and covenants mutually agreed upon by and between the parties hereto as set out herein below.

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# NOW THEREFORE THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

The TRANSFERORS are the sole and absolute owners 1. of the said Flat No. A/304 admeasuring 39.03 sq. mtrs. i. e. 420 sq. ft. built-up area on 3rd Floor in NAV SAFALYA CO-OP. HSG. SOC. LTD., Reg. No. TNA / (TNA) / HSG / 9TC) / 384 / 85 - 86 dated 23/07/1985, lying, being and situated at Luis Wadi, Eastern Express Highway, Panchpakhadi, Thane (W) - 400 604, bearing Final Plot No.81, T. P. S. No.1 of Revenue Village - Panchpakhadi, Taluka and District Thane, Registration District and Sub - District Thane, within the limits of Thane Municipal Corporation, and have got a clear title thereto free from all encumbrances, charges, claims and demands of any nature whatsoever and that the -- TRANSFERORS have not done any act, deed, matter or thing whereby they are prevented from entering

टनन 9 agreement on the various terms and conditions stated herein in favour of the कमांक TRANSFEREES.

The TRANSFEREES have agreed to purchase the said flat fro the TRANSFERORS & paid to the TRANSFERORS a sum of Rs.2,50,000/- (Rupees Two Thousand Only) in the manner and mode as fully described in the memo of consideration are under a printed towards par consideration amount agree to pay balance consideration after obtaining loan from Inancial institution.

3. The TRANSFERORS have not agreed to sell, transfer, alienate or encumber the said Flat and or any part thereof and have not entered into any agreement

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orally or in writing to sell, transfer, alienate or encumber the said Flat and or any part thereof to or in favour of any other person whomsoever.

- The TRANSFERORS have not received any token 4. money, earnest money or any amount whatsoever in respect of the said Flat from any other third party.
- There are no outstanding mortgages, liens and notices 5. for acquisition in respect of the said Flat.
- The said Flat is not subject matter of any pending suit 6. or attachment before or after judgement of any court of law or authority for recovery of any debt, decretal amount, Income Tax, Wealth Tax, Gift Tax, or other amount by way of taxes and from per दस्त क्रमांक९१२३५/२०१५ thereon. **4**5
- There do not subsist any order of 7. appointment of Court Receiver on the Said Flat or any part thereof issued by court of Law or other Authority.
- It is hereby declared by the TRANSFEROR that their 8. title in respect of said flat is clear, marketable and free from encumbrances of any nature and the same is not attached either before the judgement or at the instance of takation accounting or any other authorities and that they have created any charge or have not continued to sell or mortgage the said flat to any person or institution or authority and no litigation is pending in respect of the said flat, and the TRANSFERORS have not given any undertaking to the taxation authorities so as not to deal with or dispose of right, title and interest in the said Flat and that the TRANSFERORS have full and absolute power to deal with the same.

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- 9. There are no attachment or prohibiting order has been passed by the Competent authority or Court or any government or semi-government authority or bank prohibiting from dealing with or selling or transferring the said Flat contemplated under these presents.
- 10. The TRANSFERORS doth hereby agrees and undertakes not to sell, transfer, enter into any agreement to sell, transfer, mortgage assign, alienate or in any other way encumber their rights, title, interest in the said flat or to induct any third party in the said flat during the currency of this agreement.
- 11. Should there be any claim in respect of the said Flat from any person or persons or authority pertaining to any period prior to the transfer of the said Flat to and in the name of TRANSFEREES in the books / records of the society, the TRANSFERORS hereby agree to indemnify and keep indemnified the TRANSFEREES or any such claims.

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- 13. The TRANSFEREES agreed to pay the said Rs.47,00,000/- (Rupees Forty Seven Lacs Only) as under:-
- a. Rs.1,00,000/- ( Rupees One Lac Only ) paid as token amount.
- b. Rs.1,50,000/- ( Rupees One Lac Fifty Thousand
   Only ) paid as part amount.
- c. Rs.2,00,000/- ( Rupees Two Thousand Only ) shall be paid within 5 days from the date of registration of this agreement.
- d. Rs.42,50,000/- ( Rupees Forty Two Lacs Fifty
  Thousand Only ) shall be paid after sanction 9
  from financial institution within 30 days from the
  वस्त मांक ११२३५/२०१५
  date of registration of this agreement.
- The TRANSFERORS hereby state and declare the 14. said Flat is free from all encumbrances and liabilities and if any, the same will be cleared by the TRANSFERORS at their own cost. The TRANSFERORS have to pay Maintenance Charges, Water Charges Electricity Charges, Municipal Taxes / # ment Dues, Taxes / Local Govt. Taxes, etd Fand other charges payable by them to the concerned **Tithe**Hitles as the same may be till the date of hand poppi over. possession of the said Flat. The TRANSFERES will have to pay all the dues, charges, fees, taxes, maintenance charges etc. against the said flat from the date of taking possession of the said flat and the TRANSFERORS shall not be responsible to meet the same from the date of such possession.

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# SCHEDULE OF THE PROPERTY

All that piece and parcel of Flat No. A/304 admeasuring 39.03 sq. mtrs. i. e. 420 sq. ft. built-up area on 3rd Floor in NAV SAFALYA CO-OP. HSG. SOC. LTD., Reg. No. TNA / (TNA) / HSG / 9TC) / 384 / 85 - 86 dated 23/07/1985, lying, being and situated at Lewis Wadi, Eastern Express Highway, Panchpakhadi, Thane (W) - 400 604, bearing Final Plot No.81, T. P. S. No.1 of Revenue Village - Panchpakhadi, Taluka and District Thane, Registration District and Sub - District Thane, within the limits of Thane Municipal Corporation.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seals the day and year first herein above written.

SIGNED, SEALED & DELIVERED BY Withinnamed "TRANSFERORS" 1) MRS. SMITA MADHAV DANDEKAR

2) MR. AJINKYA MADHAV DANDEKAR

In the presence of .....

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SIGNED, SEALED & DELIVERED by Withinnamed "TRANSFEREES" 1) MR. RAJENDRA DATTARAM KADU

Villager W. Jones

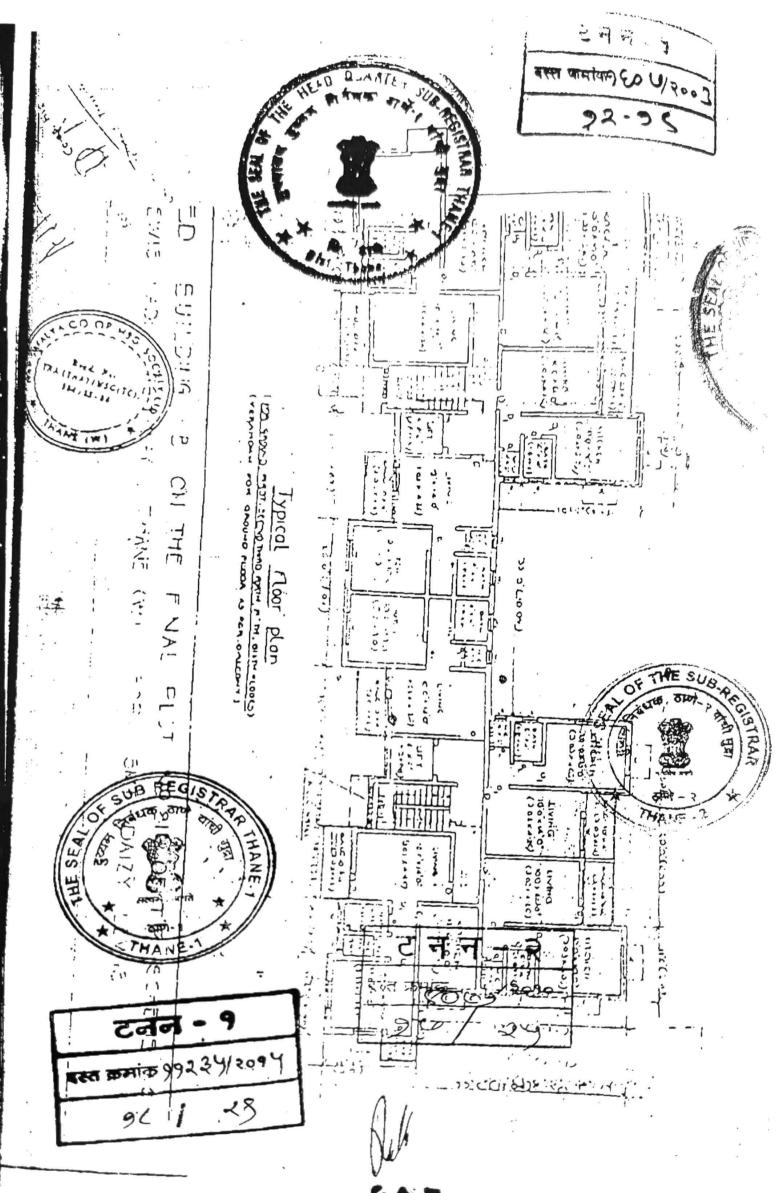


2) MR. DATTARAM BALLERA

In the presence of.,

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Applicant Name \$944 7939 701	KADU RAJEHDRA OTTTARAMSH
Co-Applicant Name	KAD HARSHA RAJEMDIRA
Date of Birth	110819981
Pan Card Number	AOYPK 5749J.
Bank Account Number	36314190997
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First Name Middle Name
me: KADU KAJENDRA DATTARAMIT
re of Birth: 01081981 PAN: HOLDKS7495
bile: 9820932331
mail: Radurajzooya)grmouil·lom
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ne of Father: DATTARAM FADU
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subject to the Bye-laws of Given under the Control of this this Co-OP HSS day of Standard No. 1884-85-85 day of Saussian	NAV SAFALYA (Co-se) THANE (W) Registered under Registration No. TNA (This is to certify that Series th	Share Certificate No. 0.2
f the Said Society.  ommon Seal of the  Pugust  authorised  M.C. Member	the Maharash  NA)/HSG (TC)  hri/Smt./M/6  is the F  from136	
Said Society on Thane  1985 Secretary	Co-operative Housing Society Ltd.  SG (TC)/384/85-86 Date  MHs. Mohan Sitaram Prabhus  the Registered Holder of 5 fully paid up sha  136 to 140 both inclusive, in  Co-operative Housing Society Ltd., THANE	No. 28 No. of Shares
Chairman (P.T.O.)	Society Ltd.  Prabhue  Paid up share  d., THANE (w)	**************************************
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MEMORANDUM OF TRANSFERS OF THE WITHIN MENTIONED SHARES.		The Regulation Salvi Chandrakout Salvi Sal	CIETY	Regd No. 100 Mr. Dattaram Balu A(TNA)MSG(TCV) Authorspie	INE (W)	
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