दुय्यम निबंधक: कुर्ला 1 (कुर्ला)

दस्तक्रमांक व वर्ष: 12749/2010

Monday, November 29, 2010

11:13:33 AM

सूची क्र. दोन INDEX NO. II

नोंदणी 63 म.

Regn. 63 m.e.

गावाचे नाव: घाटकोपर

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणा देतो की पटटेदार ते नमूद करावे) मोबदला रू. 3,500,000.00 बा.भा. रू. 3,220,500.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

(1) वर्णनः मौजे घाटकोपर फ्लॅट नं. 101, 1 ला मजला, ए विंग, आशिष को आँ ही सो लि , अमृत नगर, घाटकोपर मुं. 86 , तळ +4 मजले, सि टीएसनं 26 पार्ट , सर्वे नं 132 , 133 पार्ट व 134 , बांधकाम वर्ष 1985 (1)58.55 चौ मि बिल्ट अप

(3)क्षेत्रफळ

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता

- (1) हरेश एच मेहता AHQPM9511M -; घर/फ़लॅट नं: 101 ए, ; गल्ली/रस्ता: -; ईमारतीचे नावः -; ईमारत नं: -; पेठ/वसाहतः -; शहर/गावः -; तालुकाः -; पिनः -; पॅन नम्बरः
- (2) केतन एच मेहता AHQPM9510L -; घर/फ़लॅट नं: वरीलप्रमाणे्।; गल्ली/रस्ताः --; ईमारतीचे नावः -; ईमारत नं: -; पेठ/वसाहतः -; शहर/गावः -; तालुकाः -; पिनः -; पॅन नम्बरः
- (3) चेतन एच मेहता AEQPM9514H -; घर/फ़्लॅट नं: वरीलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नावः -; ईमारत नं: -; पेठ/वसाहतः -; शहर/गावः -; तालुकाः -; पिनः -; पॅन नम्बरः
- (1) शशिकांत शंकर जगदाळे -; घर/फ़लॅट नं: आकाशगंगा को ऑ हौ सो लि, पार्कसाईट, विक्रोळी मुं 79; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा तालुका: -;पिन: -; पॅन नम्बर: AERPJ7422E. दिवाणी न्यायालयाचा हुकुमनामा

किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता

(7) दिनांक

(12) शेरा

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नोंदणीचा

(९) अनुक्रमांक, खंड व पृष्ठ

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

(11) बाजारभावाप्रमाणे नोंदणी

करून दिल्याचा 22/11/2010

22/11/2010

12749 /2010

₹ 157600.00

₹ 30000.00



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AGREEMENT FOR SALE AND TRANSFER

S. S. Dagdou

This AGREEMENT FOR SALE AND TRANSFER is made and entered into at Ghatkopar, Mumbai on this 22 day of Nov. 2010:

BETWEEN

(1) MR. HARESH H. MEHTA, Aged about 51 years (2) MR. KETAN H. MEHTA, Aged about 46 years & (3) CHETAN H. MEHTA, Aged about 43 years All Adults, Indian Inhabitants residing at Flat No.101, A-Wing, 1st floor, Aashish Co-operative Housing Society Ltd., Amrut Nagar, Ghatkopar (W) Mumbai - 400 086, hereinafter referred to as the 'TRANSFERORS' (which expression shall unless repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assignees successors, legal representative) of the FIRST PART;

AND

MR. SHASHIKANT SHANKAR JAGDALE, Aged 39 years (PAN No. AERPJ7422E), an Adult, Hindu, Indian Inhabitant having address at Askash Ganga Co.op.Hsg. Society, Parksite, Vikhroli (W), Mumbai - 400 07

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hereinafter referred to as the "TRANSFEREE" (which expression unless repugnant to the context or meaning thereof shall mean include his heirs, executors, administrators, assignees, successors and legal representatives) of the SECOND PART;

WHEREAS The Transferors herein are in exclusive and peaceful possession and in use, occupation and possession of Flat No.101, A-Wing, 1st floor, Aashish Co-operative Housing Society Ltd., Amrut Nagar, Ghatkopar (W), Mumbai -400 086 admeasuring area about 630 Sq.ft. Built up area, hereinafter referred to as the said "Flat Preprint Co.

Builders / Developers M/s. PATEL BUILDERS, the party of the First Part therein and (1) MR. HARESH H. MEHTA (2) MR. KETAN H. MEHTA (3) CHETAN H. MEHTA, the party of the Second part herein and the transferors herein in respect of the Flat No.101, A-Wing, 1st floor of Aashish Cooperative Housing Society Ltd., Amrut Nagar, Ghatkopar (W), Mumbai 400 086, admeasuring area about 630 Sq.ft. Built up, together with permanent and absolute right of use and occupation, hereinafter referred to as the said "Flat Premises".

AND WHEREAS the Transferors are the members of AASHISH CO.OPERATIVE HOUSING SOCIETY LTD., a Society registered with Dy.

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Registrar of Co-operative Societies at Mumbai under Maharashtra Co-operative Societies Act, 1960 under Regn. No. BOM/HSG/(TC)/3773 of 1990-91, (hereinafter referred to as 'THE SAID SOCIETY' and by virtue of being the members of the said society, they have been holding Flat No.101, A-Wing, 1st floor, situated at Amrut Nagar, Ghatkopar (W), Mumbai -400 086, more particularly described in the schedule hereunder written (hereinafter referred to as 'THE SAID FLAT' on what is known as 'OWNERSHIP BASIS'.

AND WHEREAS the Transferors by virtue of being the members of the said Society AASHISH CO.OPERATIVE HOUSING SOCIETY LTD., and a share holders having 5 shares, bearing Share Certificate No.03, Dist. Nos from 11 to 15 of Rs.50/-each issued by the said Society Authorities.

that they have been holding the above said flat and being the members of the said Society, agree to sell, transfer, convey, all their rights, title, interest and the membership shares of the said society and the Transferee herein have agreed to acquire all the rights, titles, interest and membership shares of the Transferors in the membership of the said society on the following terms and conditions.

NOW THIS INDENTURE WITHNESSETH AS UNDER :-

 The Transferors hereby transfer and assign all their rights, title and interest in the said flat being Flat No.101, A-Wing, on 1st floor of

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Aashish CHS Ltd., in Amrut Nagar, Ghatkopar (W), Mumbai -400 086, and the Transferee herein have agreed to acquire all their rights, title and interest in the said flat and the membership of the said Society.

The Transferors hereby transfer all their right, title and interest in the 2. above said flat along with the 5 Shares bearing Nos. from 11 to 15 (both inclusive) and the membership of the said society for the total consideration of Rs.35,00,000/- (Rupees Thirty Five Lakhs only).

The Transferee shall make the payment of the consideration premiones

herein above as under.

A] Rs.7,50,000/- (Rupees Seven Lakhs Fifty Thousand only Cheque as and by way of advance payment against transaction of sell of flat premises, to the Transferors (3 joint holders).

And full and final balance payment of Rs.27,50,000/= (Rupees Twent B] Seven Lakhs Fifty Thousand only) on or before 60 Days from the date of execution of this agreement through bank loan. The Transferors will hand over the peaceful possession the said flat to Transferee's against full and final / realisation of cheque / DD / Pay Order. The Transferors hereby admit and acknowledge the receipt of the said consideration as mentioned in clause 2 (A).

The Transferors thereby agree to sign necessary documents/papers required for the purpose and also get necessary NOC and other related

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documents from society authorities in favour of Transferee in respect of above mentioned flat.

- 3. Subject to Payment of Full consideration as per Clause 2(B), the Transferors thereby 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 off the same and undertake to keep the Transferees indemnified in this behalf. The Transferors also agrees to sign and execute all share transfer forms, papers and documents as may be necessary in favour of the Transferee or their nominees and have put the Transferee or their nominee in quiet, vacant and peaceful possession of the said flat on receipt of the full and final consideration, mentioned hereinabove.
- 4. Subject to payment of full consideration as stated in Clause 2(B), the Transferors must deliver to the Transferee the vacant and peaceful possession of the said flat without any let, hindrance, denial, suit, claims, demand, interruption, eviction completion of the sale i.e. on receipt of the full and final consideration mentioned hereinabove. The Transferor also undertake to get the Transferee recognised by the said Society and shall have the said premises / shares transferred in the name of Transferee on the records of society.



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- Transferors will pay and clear off the charges payable to the society by way of Municipal Taxes or any other authority and other dues / outgoings related to the said flat upto the date of handing over the possession to the Transferee as per the Society bills or any other dues in respect of the said flat and hereby agrees to keep the Transferee indemnified against any claim that may be made by the said Society or any one else is respect of the said flat for the above period at a later date.
- 6. Subject to Payment of full consideration as stated in Clause 2(B), the Transferee hereby agrees to pay all the charges payable by way of Municipal Taxes and other dues / outstanding related to thesaid flat from the date of taking over the possession of the said flat and hereby declare and confirm that flat will abide by the bye-laws of the said Society, without any reservation whatsoever.
- 7. Subject to Payment of full consideration as stated in Clause 2(B), the Transferors hereby declare and confirm that the said flat / prremise absolutely belongs to them and that they have not created any gift, pledge, lease loan, mortgage, charge, lien, encumbrances or attachment of any statutory authorities or otherwise and there is no litigation, attachment, stay or any legal proceedings with regard to the said Flat premises in any court of Law, Tax Authorities, Municipality, Society or any other authorities in India or elsewhere. Further said premises /

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shares are not attached by any insolvency or any prohibitory orders from any authorities. The title to premises / flat / share is 100% clear / marketable. The Transferors further undertakes to indemnify the transferee against any such claim laid by any one at a later date whatsoever.

- 8. Subject to Payment of full consideration as stated in Clause 2(B), the Transferors hereby release, relinquish, gives up and surrenders all their right, title and interest in the membership of the said Flat premises of the Society, the Share Certificate in favour of the Transferee or every
- 9. Subject to Payment of full consideration as stated in Clause 2(B), the Transferors agrees to hand over the Original Agreement's and/or all other original relevant documents entered into by them with the earlier vendor/Developer / Society, to the Transferee for their record on receipt of the full and final consideration.
- Transferors have executed all the relevant paper required for the effective transfer of the said flat. However in future they undertake to co-operate with the Transferee and will execute all such further papers / documents / writings whatsoever for the effective transfer of the said flat and the transferee are entitled to obtain the shares from the society as and when it is issued to its members.

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complete and absolute without claiming any extra charges or compensation. The Transferors also agrees and undertake to sign any other documents or forms with regards to transfer of flat in favour of the Transferee.

16. Both the parties heretin have incorporated and understood all the terms and conditions of these agreement in their true / legal spirit and have agreed to abide by the same. However if any aspects / points is missed out inadvertantly the parties are bound to incorporated the same in this agreement by mutual consent of this agreement.

SCHEDULE OF PROPERTY

Flat No.101, A-Wing on 1st floor, Aashish CHS Ltd., situated in Amrut Nagar, Ghatkopar (W), Mumbai -400 086 admeasuring 630 Sq.ft. Built up area, constructed on or about 1985 bearing C.T.S. No.26 (pt), Survey No.132,133 (pt) & 134 (pt), Village Ghatkopar, Taluka Kurla, within the registration dist. and Sub-Dist. of Gr. Mumbai, the said flat consisting Ground +4 floors without lift facility.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals to thing writing first hereinabove written.

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SIGNED, SEALED & DELIVERED	
by the withinnamed the party of the	
TPANSFERORS	

SIGNATURES





(1) MR. HARESH H. MEHTA



(2) MR. KETAN H. MEHTA

) Delan Necks



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in the presence of.....



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SIGNED, SEALED & DELIVERED

by the withinnamed the party of the

TRANSFEREE

MR. SHASHIKANT SHANKAR JAGDALE) 5.5. Jagdate





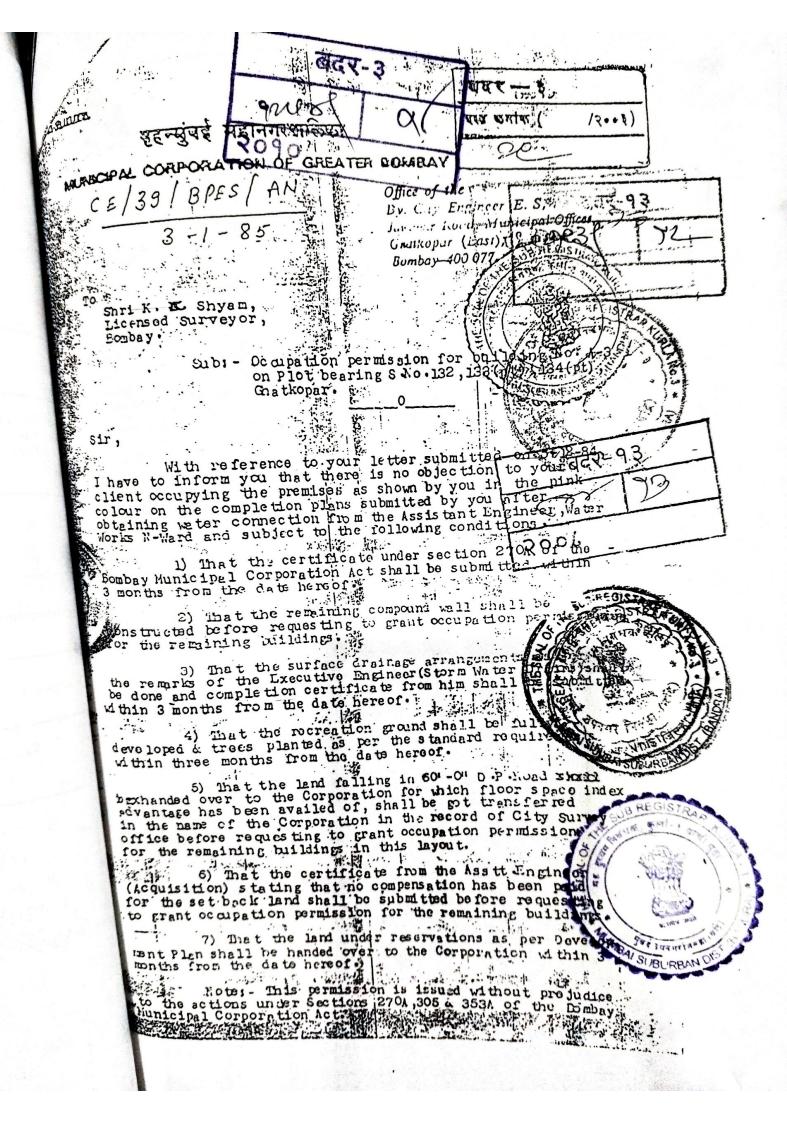


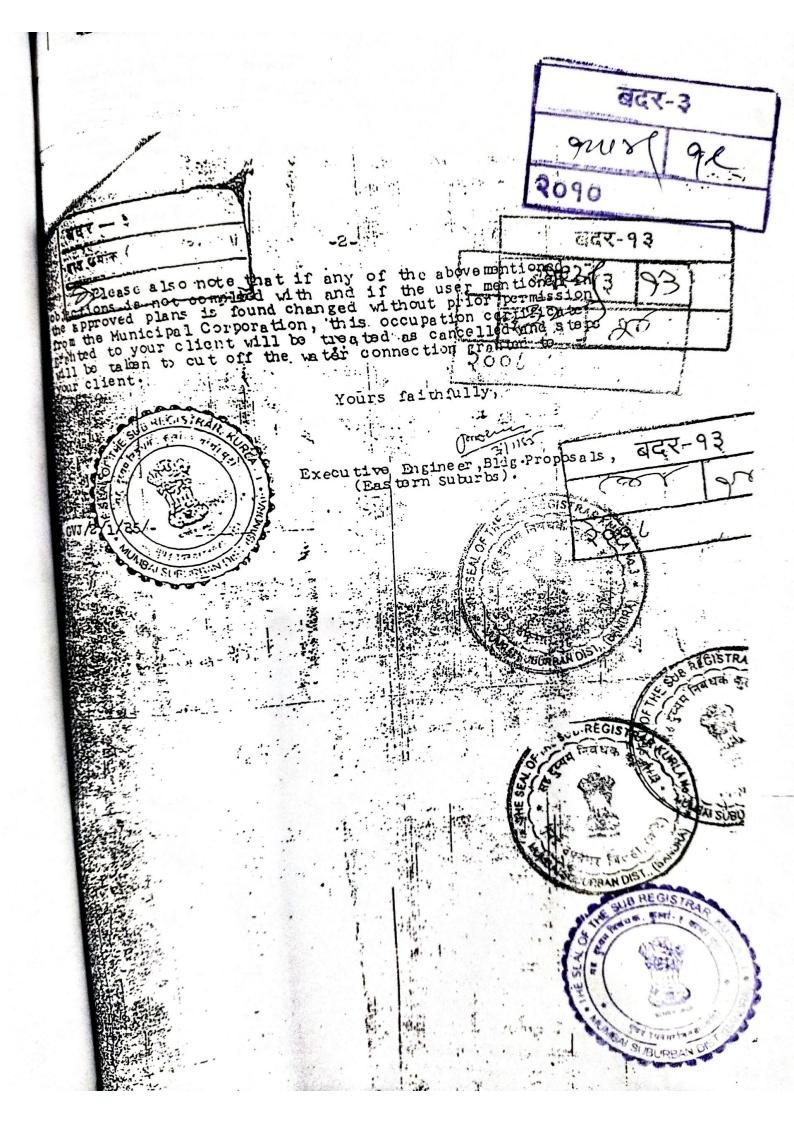
in the presence of.....



ASHISH CO-OPERATIVE HOUSING SOCIETY LTD. (Regn. No. BOM / WN / HSG /(TC) 3773 / 90-91) 9.10.2010 chetan H. Menta ashish Co-op Hsg soc 13090 at NO. A- 101, Amoutragae nathe pare (W), Mumber - 86. 4: your letter for N.O.C. for Sale & Flat dated 24.10.2010. ith reference to above we have 10 OBJECTION to sale of our Flat No. A-101 to or snashikant Shankar Jagdale e mentioned in your letter. hanking yae, yours faithfally, FOR AASHISH CO-OP, HSG. SOC. LTP PLOT NO. 132-133, AMRUT NAGAR, GHATKOPAR (W), MUMBAI - 400 086

application is





22/11/2010

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वदर3

दस्त क्र 12749/2010

1:10:35 pm दस्त क्रमांक :

12749/2010

कुर्ला 1 (कुर्ला)

दुस्ताचा प्रकार: करारनामा

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

भुक. पक्षकाराचे नाव व पत्ता नावः शशिकांत शंकर जगदाळे - -

ा पताः घर/फ़्लॅट नं: आकाशगंगा को ऑ हौ सो लि,

पार्कसाईट, विक्रोळी मुं 79

गल्ली/रस्ताः -ईमारतीचे नावः -

ईमारत नं: -

पेठ/वसाहत: -शहर/गाव:-तालुकाः -

पिनः -

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S.S. Jagdel &





नावः हरेश एच मेहता AHQPM9511M - -

2 पत्ताः घर/फ़लॅट नं: 101 ए,

गल्ली/रस्ता: -

ईमारतीचे नावः -ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव:-तालुकाः -

पिन: -

पॅन नम्बर: -

नावः केतन एच मेहता AHQPM9510L - -3 पत्ताः घर/फ़्लॅट नंः वरीलप्रमाण्

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ईमारत नं: -पेठ/वसाहतः -

शहर/गाव:-

तालुकाः -पिन: -

नावः चेतन एच मेहता AEQPM9514H - -

पत्ताः घर/फ्लॅट नंः वरीलप्रमाणे

गल्ली/रस्ताः -

ईमारतीचे नावः -

ईमारत नं: -

पेठ/वसाहतः -

शहर/गाव:-तालुकाः -

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द्स्त क्र. [वदर3-12749-2010] चा गोषवारा दस्त क्र. 1443 बाजार मुल्य :3220500 मोबदला 3500000 भरलेले मुद्रांक शुल्क : 157600

दस्त हजर केल्याचा दिनांक :22/11/2010 01:05 PM

निषादनाचा दिनांक : 22/11/2010 दस्त हजर करणा-याची सही :

S.S. Jagdan

दुस्ताचा प्रकार :25) करारनामा

शिक्ता क्र. 1 ची वेळ : (सादरीकरण) 22/11/2010 01:05 PM

शिक्का क्र. 2 ची वेळ : (फ़ी) 22/11/2010 01:09 PM शिक्का क्र. 3 ची वेळ : (क्बुली) 22/11/2010 01:10 PM शिक्का क्र. 4 ची वेळ : (ओळख) 22/11/2010 01:10 PM

दस्त नोंद केल्याचा दिनांक : 22/11/2010 01:10 PM

वदर3

दस्त क्रमांक (12749/2010)

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पावती क्र.:12880 दिनांक:22/11/2010

पावतीचे वर्णन

नांव: शशिकांत शंकर जगदाळे - -

30000 :नोंदणी फी

:नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल 500 (आ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी

30500: एक्ण

द्. निबंधकाची सहीँ, कुर्ला 1 (कुर्ली)

ओळख:

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात,

व त्यांची ओळख पटवितात.

1) जय कतीरा - - ,घर/फ़लॅट नं: नसीर अमीर चाळ , घाटकोपर मुं

गल्ली/रस्ता: -

ईमारतीचे नावः -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

2) निलेश ठक्कर - - ,घर/फ़्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता: -

ईमारतीचे नावः -

ईमारत नं: -

पेट/वसाहतः

शहर/गाव:-

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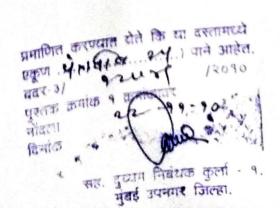
पिन: -





दु. निबंधेकाची सही कुर्ला 1 (कुर्ला)





HOUSING OOO Shares each of Rs. 50/- only the Bye-laws of the said Society and that upon each of CO-OPERATIVE HOUSING SOCIETY LTD. ELEVENTH | Shares from No. ELEVEN 19.7.90 PR TWO HUNDRED FIFTY ONLY Hon. Secretary PETATIVE TC) 3773,90-91 Chairman GIVEN under the Common Seal of the said Society at BomBAY-86 this and Date MEHTA MUHTH MEHTA Beg. No. BOM/WN/HS FIVE 0 00 SOCIETY LIMITED (Registration No. Joo / - Divided into HARESH RETAN is the Registered Holder of AMBUT NAGAR, Bombay-86 subject to such Shares the sum of Rupees Fifty has been poid (Registered under M.C.S. Act 1960) that Shri Smt. of Rs. FIFTY EACH AASHISH AASHISH day of NOVEMBER 1990 THIS IS TO CERTIF Authorised Share Capital Rs. Ket. No. BOM/) T

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FIFTEEN

in THE

Member's Register No. 3

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Member of the Committee

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Committee Me aber	The State of the S	Hon Secretary	Chairman	4
Committee Member		Hon	Chairman	ω
Committee Member		Hon. Scar	Chairman	ы
ANSHISH CO-OPERATIVE HOSING SOCIETY LTD. Committee Member	ANSHISH CÔ-OP	Hon. Secretary Secretary	MASHISH CO-OF, HIST SOC. WITH Chairman The C	SOOR AKASH
מער	4.	3		1
Sr. No. in the Share Register at which the name of the Transferee is recorded.	Sr. No. in the Share Register at which the transfer of Shares held by the Transferor are registered.	To Whom Transfered	Date of General Body/ Managing Committee Meeting at which transfer was approved	Sr. No. of Transfer