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AGREEMENT FOR SALE

आशिका त्रिपाठी

P. Subramanian

Aug

THIS AGREEMENT FOR SALE made at Mumbai, this 1st day of July 2018

BETWEEN Mr. P. Subramanian (Pan No.AAKPP8724C) an adult, Indian Inhabitants, having his residence address at-B-507 Dosti Aster, Dosti Acres Compound, S.M.Road, Near Antop Hill Bus Stop, Wadala (East), Mumbai - 400037, hereinafter called "THE VENDOR/ Transferor" (Which expression shall unless otherwise it be repugnant to the context or meaning thereof be deemed to include his heirs, executors, assigns and administrators) of the First Part;

AND

Smt. Ashika Nagendra Tripathi (Pan No.AECPT4449J) and Mr. Praveen S. Tripathi (Pan No.AECPT4450K), Indian inhabitant, both residing at Flat No B-402, 4 th Floor, Mandpeshwar Hill CHSL, Near Mery Meklet Girls High School, Devina Bunglow, Borivali West, Mumbai-400103, hereinafter called "THE PURCHASERS/Transferees" (which expression shall unless otherwise it be repugnant to the context or meaning thereof mean and includes their heirs, executors, assigns and administrators) of the Second Part;

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(Signature)

WHEREAS: —

(a) By Agreement dated- 03.02.1993 entered into between Smt. Mayakumari Jagdishprasad Dave (therein called "The Transferor") of the One Part and Shri P. Subramanian (therein called "The Transferee) of the Other Part which has been registered through deed of declaration dated-20.11.2008 bearing Registration No. BBE-1/9679/2008, the vendor herein have purchased and acquired Commercial premises No. 11, on 3rd Floor, in the building known as "The Mukti Chaitanya Co-operative Housing Society Ltd." situated at 236/38, Samuel Street, Vadgadi, Mumbai-400003, Adm. about 152 sq. Ft. Carpet area bearing C.S. no. 843, Division Mandavi, Within registration District of Mumbai City and Suburban.



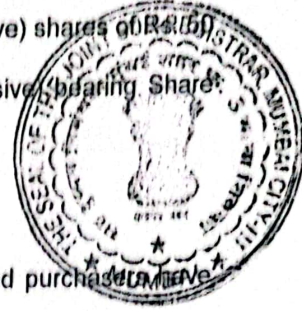
(b) AND WHEREAS, the vendor is legally owner and absolutely seized and possessed of or otherwise well and sufficiently entitled to the Commercial premises No. 11 on 3rd Floor, in the building known as "The Mukti Chaitanya Co-operative Housing Society Ltd." situated at 236/38, Samuel Street, Vadgadi, Mumbai-400003, Adm. about 152 sq. Ft. Carpet area bearing C.S. no. 843, Division Mandavi, Within registration

District of Mumbai City, hereinafter for sake of brevity as referred and called "the said Commercial Premises" more particularly described in the Schedule hereunder written.		
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(c) AND WHEREAS the society of the building has been registered under the Maharashtra Co-operative Societies Act, 1960 in the name and style of "The Mukti Chaitanya Co-operative Housing Society Ltd." bearing Society Reg. No. BOM/HSG/2803 dated-24.02.1971.

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[Signature]

(d) AND WHEREAS the Vendor has been holding 5 (Five) shares of Rs.100/- each bearing distinctive Nos. 61 to 65 (both inclusive) bearing Share Certificate No. D/C 12/02 in the name of the Vendor.



(e) AND WHEREAS the Vendor has agreed to sell and purchase the said Commercial Premises for a total sum of Rs. 23,01,000/- (Twenty Three Lakh One Thousand Only) on the following terms and conditions as agreed by both the parties are hereto as under:-

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO:-

1. The Vendor/ Transferor hereby agree to sell and the Purchasers hereby agree to purchase the said Commercial premises, adm. 152 sq. ft. (Carpet area) i. e. 14.13 sq. mtrs. Carpet , being Commercial premises No. 11on 3rd Floor, in the building known as "The Mukti Chaitanya Co-operative Housing Society Ltd." situated at 236/38, Samuel Street, Vadgadi, Mumbai-400003, for the total consideration of Rs. 23,01,000/- (Twenty Three Lakhs One Thousand Only) The aforesaid amount as mentioned shall be paid by the Purchaser to the Vendor in the following manner that is to say:—

(a) Rs. 51,000/- (Fifty One Thousand Only) through cheque no. 362763, dated 16.07.2018, Drawn on bank of India Mandavi branch as part payment (Token amount) paid on or before the execution of this present (the payment and receipt whereof the Vendor doth hereby admit and acknowledge).

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(b) Rs. 12,50,000/- (Twelve Lakhs Fifty Thousand Only) through RTGS No.BKIDN18213289398 Dated 01/08/2018 drawn BANK OF INDIA on MANDVI branch as part payment paid on or before the execution of this present (the payment and receipt whereof the Vendor doth hereby admit and acknowledge); and



(c) Rs. 10,00,000/- (Ten Lakhs Only) the balance of the sale price/consideration shall be paid after availing Loan from Bank/Financial Institutions with in period 60 days.

The vendors/ Transferors hereby agree to pay all the dues payable to the society of the building, electricity bills and also property tax up to the date of handing over the peaceful possession of the said Commercial premises to the purchasers.

3. The Vendors/ Transferors further agree to clear the entire loan or outstanding if any taken against the said Commercial premises before handing over the peaceful possession of the said Commercial premises to the purchasers.

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The vendor/ Transferor has signed or will sign all the necessary forms required for transfer of the said commercial in the name of purchasers and hereby agrees to sign and execute necessary affidavits, declarations, power of attorneys and the all other documents required in favour of the purchasers as and when required.

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(Signature)

5. The Vendor/ Transferor shall hand over to the purchaser the peaceful possession of the said Commercial premises to the purchaser, which the purchasers have inspected and found to be in good condition at the time of signing of these presents.

6. The Vendor/ Transferor shall produce all original documents, papers and title deeds relating to the said commercial to the Purchaser at the time of signing of these presents.

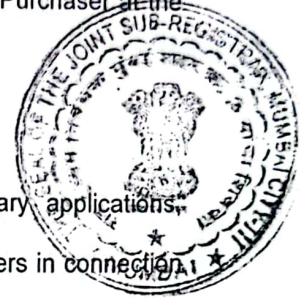
7. The Vendor/ Transferor agree to sign all necessary applications, petitions or documents when required by the purchasers in connection with the transfer of the said commercial in the name of the purchasers.

8. The purchasers/Transferees hereby agree to become the member of the "Mukti Chaitanya Co. op. Hsg. Society Ltd." and shall abide by all and singular by-laws, rules and regulations adopted by it or which it may adopt from time to time.

9. That the purchasers/transferees agree to observe and perform all the terms and condition of this agreement and to pay to the said society regularly.

10. The vendor/ Transferor admit that the society of the said building has been registered under Maharashtra Co-operative Housing Society Act 1961.

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[Signature]



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11. The Vendor/ Transferor agree that the society shall transfer the share certificate in respect of the said commercial premises in the name of purchasers as mentioned herein above.

12. The Vendor/ Transferor assign all their rights, title and interest or claim in the said commercial to the purchasers and later on purchasers are entitled to hold, possess, occupy and enjoy the said commercial without any interruption from the Vendor.



agreed by and between the parties that the society transfer charges of the said commercial shall be paid by the both the parties equally.

The sale will be completed after completing the essence of contract, in the following manner:—

(a) The Purchasers/transferees shall make payment of balance consideration amount to the Vendor as provided in Clause 2 above;

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After making payment as mentioned in clause 2 above, the Vendor/ Transferor shall hand over vacant and peaceful possession of the said commercial premises to the Purchasers as Owners thereof;

(c) The Vendor/ Transferors shall deliver to the Purchaser all title deeds, documents and papers exclusively relating to the said commercial premises in their possession;

आशिका त्रिपाठी &
(Signature)

(d) The Vendor/ Transferor shall execute a suitable and General Power of Attorney in favour of the Purchaser to deal with the said commercial as owners thereof if required.



15. The Vendor/ Transferor hereby declare and confirm as under:

(a) The Vendor/ Transferor is otherwise well and sufficiently entitled to the said property described in the Schedule hereunder written as the same is their self-acquired flat.

(b) No other person except the Vendors/ Transferors have any right, claim or demand in respect of the said commercial or any part thereof.

(c) The Vendor/ Transferor has not created any sale, gift, mortgage, charge, lien, lease or any other adverse right or any other encumbrance whatsoever or howsoever on the said property and the said property is not subject to any claim or demand, encumbrance, attachment or any process issued by any Court or Authority and the Vendor/ Transferor hereby declares that he shall hereafter not create any third party rights of whatsoever nature in respect of the said commercial premises. The Vendor /Transferor further agree to pay the Housing Loan or any other loan availed by creating mortgage over the said commercial premises before handing over the said commercial premises.

आशिका निपाठी &
Rajesh Nupur

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(d) The Vendor/ Transferor has not entered into any agreement or arrangement, oral or written with regard to the sale of the said commercial premises and that the title to the said commercial premises is clear and free from all encumbrances.

(e) There are no proceedings instituted by or against the Vendor in respect of the said commercial premises and pending in any Court of law or any authority and the said commercial is not under any *lis pendens*.



16. The Vendor/ Transferor shall pay all assessments, rents, rates, taxes and out goings in respect of the said property previous to the day of handing over possession and the completion of the sale and the same, if necessary, shall be apportioned between the Vendor and the Purchasers.

17. The stamp-duty, registration charges and all other out of pocket expenses payable on this deed and on the Deed of Conveyance shall be borne and paid by the Purchasers alone.

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THE SCHEDULE ABOVE REFERRED TO:

ALL THAT Commercial premises No. 11 on 3rd Floor, in the building known as "The Mukti Chaitanya Co-operative Housing Society Ltd." situated at 236/38, Samuel Street, Vadgadi, Mumbai-400003, Adm. about 152 sq. Ft. Carpet area bearing C.S. no. 843, Division Mandavi, Within registration District of Mumbai City and Suburban. Building was reconstruction prior to 1986 and Total floor Gr floor + 5th floor Without lift. BMC Assesment bill no BX0400870070000.

श्रीका
पाठी

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

[Signature]
Suhama

SIGNED AND DELIVERED BY THE)
within named "VENDOR")
Mr. P. Subramanian)

[Signature]
P. Subramanian



In the presence of

- 1. Ashok D. Gowane - *[Signature]*
- 2. R. K. Tripathy - *[Signature]*

SIGNED AND DELIVERED BY THE)
Within named "PURCHASERS")
Smt. Ashika Nagendra Tripathi)

आशिका त्रिपाठी
[Signature]
Praveen S. Tripathi



Mr. Praveen S. Tripathi

In the presence of

- 1. *[Signature]*
- 2. *[Signature]*



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30/07/2018

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contact concern SRO office.

सूची क्र.2

दुयम निबंधक : मुंबई शहर 1 (फोर्ट)

दस्त क्रमांक : 9679/2008

नोंदणी :

Regn:63m

गावाचे नाव : मांडवी

(1)विलेखाचा प्रकार	घोषणा पत्र
(2)मोबदला	रु.150000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	रु. 485000
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	पालिकेचे नाव:इतर वर्णन :कमर्शियल प्रिमायसेस नं 11, 3 रा मजला , दि मुक्ति चैतन्य को ऑ सो लि, 236-38 सॅम्युअल स्ट्रीट मुं 3 चे क्षेत्र 152 चौ फु कारपेट करारनामा दि 3/2/1993- भरलेले मुशु 48450/- (एएमएन/2/218/1998/7789/7790 दि 9/3/99)
(5) क्षेत्रफळ	
(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.	नाव:- - - ,
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	नाव:-पी सुब्रमणियन . . .
(9) दस्तऐवज करून दिल्याचा दिनांक	20/11/2008
(10)दस्त नोंदणी केल्याचा दिनांक	20/11/2008
(11)अनुक्रमांक,खंड व पृष्ठ	9679/2008
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	100
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	5000
(14)शेरा	-

