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इतर पावती

Original/Duplicate

Wednesday,23 June 2021 4:27

PM

नोंदणी क्रं. :39म

Regn.:39M

पावती क्रं.: 5354

दिनांक: 23/06/2021

गावाचे नाव:

दस्तऐवजाचा अनुक्रमांक: बरल-3-0-2021

दस्तऐवजाचा प्रकार :

सादर करणाऱ्याचे नाव: अल्पेश तेटमुरे

वर्णन बदर6/3112/2003

दासताचि परत

रु. 80.00

एकूण:

रु. 80.00

सह दुःकि बोरीवली3

1); देयकाचा प्रकार: By Cash रक्कम: रु 80/-

सह दुः निवंधन बोरीवली क्र. के मुंबई उपनगर जिल्हा

SEC/418.2

(वि. ति. नमुना क. १) (Fin. R. Form No. 1)

सर्वसा. ११६ मह.
Gen 113 me.

मूळ प्रत

ORIGINAL COPY [NON TRANSFERABLE]

शासनास केसेल्या प्रवाना (क्रान्साडाक)

RECERT FOR PA (Nioveries GG) (DR RANGENT

क्रिकाण (Place)

अध्यास मार्गा (प्रवास क्रिकाल)

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on 2003 BETWEEN MR. SUDHIR M. KHANDWALA day of an Adult, Indian Inhabitant of Mumbai, residing at Flat No. 301, on 3rd Floor the building known as "MADHUBAN CO-OP. HSG. SOC. LTD situate S.N. 22, H. No. 7, CTS No. 323, 51, TPS Road, Off Factory Lane, Borivali, Mumbai - 400 092, hereinaster called "THE VENDOR / THE TEANSFER (which expression shall unless it be repugnant to the context and meaning the shall mean and include his heirs, executors, administrators and agsign ONE PART <u>AND</u> (1) SMT. SONAL DHARMENDRA MAK<mark>\$</mark>WANA about 27 Years W/O SHRI. DHARMENDRA RATILAL MAKWANA WANA aged about 35 Years SAO both Adults, Indian Inhabitants ad, Borivali (West), Mumbai - 400 1992 residing at 201, Arpita, 5 HE TRANSFEREES" hereinafter called "THE"

expression shall unless repugnant it be repugnant to the context and meaning thereof shall mean and include their heirs, executors, administrators and assigns) of the OTHER PART.

THE VENDOR HAS REPRESENTED THE PURCHASERS THAT:

- 1. The Purchaser therein MR. MANDANLAL R. KHANDWALA and the Vendor herein and the Purchaser therein MR. SUDHIR M. KHANDWALA have jointly entered into an Agreement for Sale e dated 24th day of January 1996 WITH M/S. K. T. CONSULTANTS AND DEVELOPERS, a registered Partnership Firm Carrying on business of Builders and Contractors at C-1/1 Ground Floor Manek Nagar, Punjabi Lane, Borivali (West), Mumbai - 400 092 therein referred to as "THE BUILDERS /DEVELOPERS / PROMOTERS" & PUSHPARAJ KHANDERAO TALPADE an Adult, Indian Inhabitant of Mumbai residing at Prabhat View, Block No.2, Lakhamsey Napoo Road, Dadar Mumbai 400 014. by the hand of his C. A. SHRI. KISHORCHANDRA T. SHETH therein referred to as "THE OWNER/VENDOR/CONFIRMING PARTY" and thereby agreed to purchase the right, title & interest in respect of the Flat No. 301, on 3rd Floor, in the building known as "MADHUBAN CO-OP, HSG. SOC. LTD., situated at S.N. 22, H. No. 7, CTS No. 323, 51, TPS Road, Off Factory Lane, Borivali (West), Mumbai - 400 092, for consideration which was being duly recorded in the records of the society on 1st December 1999 by allotting Five Fully Paid Up Shares of Rs. 50/- each bearing Serial Nos. 36 to 40 (Both Inclusive) covered under the Share Certificate No. 08.
- 2. AND WHEREAS the said MR. MANDANLAL R. KHANDWALA Died intestate on 06/09/1996 and accordingly the said society has transferred the right, title and interest in respect of the said Flat No. 301, on 3rd Floor, in the building known as "MADHUBAN CO-OP (SC-599) LTD., situated at S.N. 22, H. No. 7, CTS No. 323, 51, TPS Road, Off Factor, bank Borivali (West), Mumbai 400 092, along with Five Fully Paid. Shares of Rs. 50/- each bearing Serial Nos. 36 to 40 (Both Inclusive overed inder the Share Certificate No. 08. in favour of MR. SUDHIR M. THE NDWALA on 8th August 2001.

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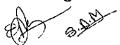
- 3. That the Vendor / the Transferor is the absolute, sole and exclusive owner or acquirer of the said Flat No. 301, on 3rd Floor and have paid full consideration thereof.
- 4. That the said Transfer of Shares by society dated 1st December 1999 is valid and the same is not terminated and / or determined and the Vendor / the Transferor herein has observed the terms and conditions and covenant of the said transfer whatsoever may be.

5.

a. That the Vendor / the Transferor has good right, full power and absolute right to sell and dispose off the said Flat and he has truly, faithfully and honestly disclosed all the facts to the Purchasers / the Transferees without suppressing or misrepresentation of any facts from the Purchasers / the Transferees and their rights in respect of the said Flat and the said Agreement is absolutely clear and marketable and free from all encumbrances at law and equity, right, title, interest and / or claim in favour of any third party / parties whosoever in respect of said Flat which affects the right of the Purchasers / the Transferees save and except Mortgage in Favour of Abhudaya Co-Op Bank, Parel Village and have not received or agreed to receive any consideration from any third party whosoever either in cash or in kind nor created or agreed to create any third party rights and/or inducted or agreed to induct any third party claim, use and / or possession of the said Flat.



- b. The Vendor / the Transferor hereby agrees & confirms that the loan outstanding with the Bankers shall be cleared by arranging the direct payment from the Purchasers / the Transferons or his banker and any payment made by the Purchasers / the Transferons or his bankers shall be deemed to be the consideration towards the league agreement.
- c. On receipt of the loan amount the banker shall release the original title deeds and issue a letter confirming the satisfic the loan amount and release of the charge created vide mortgage.





Upon the strength of the aforesaid representations made by THE VENDOR / THE TRANSFEROR to THE PURCHASERS / THE TRANSFEREES & THE PURCHASERS / THE TRANSFEREES believing the same to be true and correct, honest and bonafide the parties entered into an oral negotiation and pursuant THE VENDOR / THE TRANSFEROR herein has agreed to sell to THE PURCHASERS / THE TRANSFEREES and THE PURCHASERS / THE TRANSFEREES have agreed to purchase and acquire from the said VENDOR / THE TRANSFEROR the said Flat No. 301, on 3rd Floor, in the building known as "MADHUBAN CO-OP. HSG. SOC. LTD., Situated at S.N. 22, H. No. 7, CTS No. 323, 51, TPS Road, Off Factory Lane, Borivali (West), Mumbai - 400 092, with all rights, title and interest therein and with clear and marketable title, free from all encumbrances for the lump sum price or consideration amount of Rs. 15,11,000/- (Rupees Fifteen Lakhs Eleven Thousand Only) upon certain other terms and conditions hereinafter appearing mutually agreed by and between the parties to these presents.

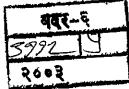
NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

The Vendor / the Transferor has agreed to sell, transfer and assign to the Trurchasers / the Transferees and the Purchasers / the Transferees have agreed to purchase and acquire the said Flat No. 301, on 3rd Floor, in the building known as "MADHUBAN CO-OP. HSG. SOC. LTD.," a Registered Society, registered under the Maharashtra Co-Operative Societies Act, 1960 vide Registration No. BOM / W-R / HSG / TC / 1049 Year 179, 2000 together with all rights, title, interest, benefits, along with the Five Fully Pard Up Share Nos. 36 to 40 (Both Inclusive) covered under the Share Cartificate No. 08 at the lump sum price or consideration amount of NS. 13,111 (Register Fifteen Lakhs Eleven Thousand Only)

2. The Purchasers / the Transferees have agreed to pay to the Vendor / the Transferor the Initial / Part Consideration of Rs. 5/1000 /- (Rupees Fire Lake Eleven Thousand Only) out of the Full

The said

Bure



Consideration Amount of Rs. 15,11,000/- (Rupees Fifteen Lakhs Eleven Thousand Only) as per the details given here under:

DATE	AMOUNT	CHQ/P.O. NO.		DRAWN ON	
11.4.2003	5,11,000/=	927164	Bharol	r Coop. Bank Edd.	

Total	Rs.	5,11,000/-	(Rupecs	Fire Lath	Eleven -	Thousand	Only)
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And agreed to pay the balance consideration Rs. 100000 + (Rupees Ten Lalch Only) on or before 30.4.2003 or at the time of possession mutually agreed upon the Vendor and / or the Purchasers at any time and further limited to and subject to Clause No. 5, (a), (b) & (c) of the representation stated above.

- 3. The Vendor / the Transferor shall hand over to the Purchasers / the Transferees the vacant and peaceful possession of the said Flat along with all original papers and documents including Agreement for Sale, Original Share Certificate No. 08 bearing Serial Nos. 36 to 40 pertaining to the said Flat immediately on Receipt of the balance payment.
- 4. The Vendor / the Transferor agrees that the transfer charges will be borne and paid by THE VENDOR / THE TRANSFEROR and THE PURCHASERS / THE TRANSFEREES in the Equal Ratio.
- Order by any Government and / or Authority which may prohibit the Vendor / the Transferor from transferring the said Flat. The Vendor / Transferor further declares that no attachment has been levied on the said flat.
 - a) The Vendor / the Transferor hereby declares that he is the reacted any charge, claim or lien on the said Flat and that the said Flat hereby

5003







agreed to be sold is free from all claims, charge, lien, mortgage and encumbrances and should there be any claim from any person or persons against the said Flat, the Vendor / the Transferor hereby agrees and undertake to indemnify the Purchasers / the Transferees against such claims.

- b) The Purchasers / the Transferees are entitled to become the members of the said society in the said building by the purchase of Flat in the said building.
- c) The Vendor / the Transferor agrees and undertakes to sign and execute all acts and deeds including Sale Deed, Affidavits, Declarations, Undertaking, etc. in favour of the Purchasers / the Transferees and shall co-operate the Purchasers / the Transferees to transfer their names in the record of the society.
- 6. The Purchasers / the Transferees agree to pay the necessary stamp duty as leviable by the concerned Government Authority on this Agreement and the Purchasers / the Transferees shall also agree to pay all charge and / or advance maintenance whatever be payable to the society from the date of possession.

7. Simultaneously, the Vendor / the Transferor shall agrees to pay the Maintenance, Electricity Charges or any Deposits, etc. payable are the society or to the State or Union Government Authority till the date of actival possession.

& PROPERTY SCHED

Flat No. 301, on 3rd Floor, admeasuring 1060 sq. ft. Super Built Up Area equivalent to 78.81 sq. mtrs Built Up Area in the building known as "MADHUBAN CO-OP. HSG. SOC. LTD.," situated at S.N. 22, H. No. 7, CTS No. 323, 51, TPS Road, Off Factory Lane, Borivali (West), Mumbai - 400 092 and constructed on all that piece and parcel of land bearing Survey No 22, Hissa No. 7 C.T.S. No. 323, Village Eksar, Taluka Borivali, in the Registration District of Mumbai Suburban and Sub-Registration District of Mumbai City and Mumbai Suburban. being the original Plot No. 159 of Borivali (West). Town Planning

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Scheme No. III (Draft) admeasuring 3411.70 sq. mtrs i.e. 4080.39 sq. yd. Or thereabout bounded as follows i.e. to say

on or towards NORTH

by C.T.S NO. 322 & 51st Road T.P.S. No.III

Borivali

on or towards EAST

by C.T.S No. 520 & or S. No. 22, Hissa No. 9

on or towards WEST

by C.T.S No. 325/326 & or S. No. 22, Hissa No.4

& S. No. 22, Hissa No.5

on or towards EAST

by C.T.S No. 519 & S. No. 24

The Building "MADHUBAN CO-OP. HSG. SOC. LTD." was constructed in the year 1993.

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

SIGNED, SEALED & DELIVERED by the	\boxtimes
within named VENDOR / TRANSFEROR	■ lusala "
MR. SUDHIR M. KHANDWALA	
In the presence of	\boxtimes
	\boxtimes
SIGNED, SEALED & DELIVERED by the	※
within named PURCHASERS / TRANSFEREES	\boxtimes

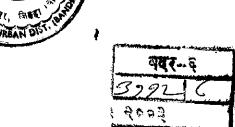
(1) SMT. SONAL D. MAKWANA

Xx Bonal D. Makewana

(2) SHRI. DHARMENDRA R. MAKWANA

Xx amreuron

In the presence of



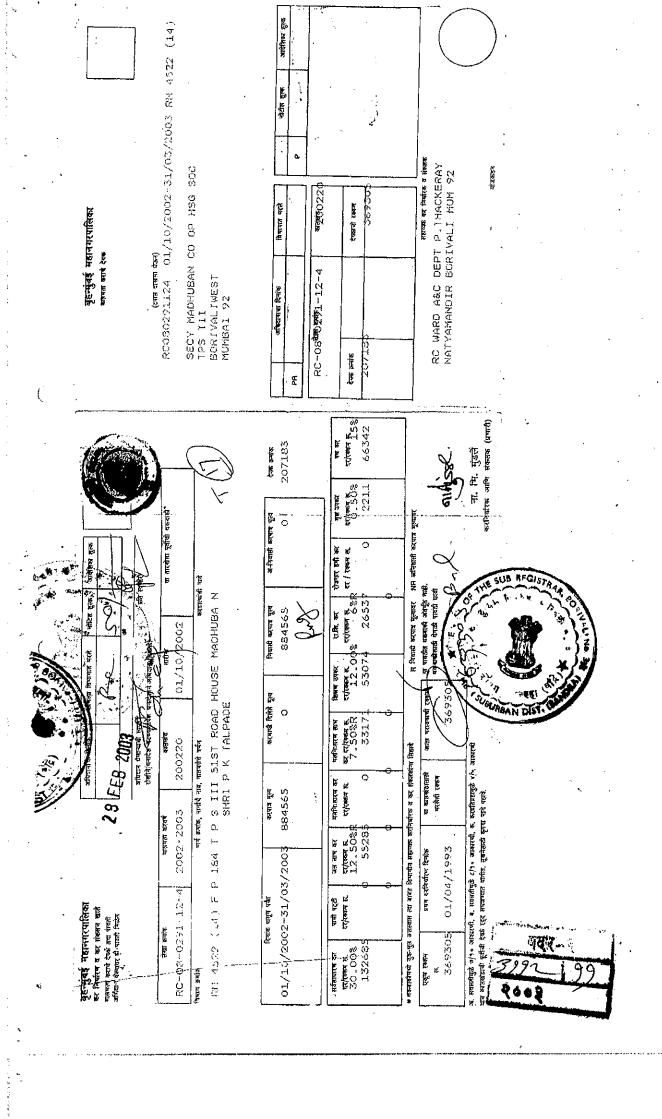
& RECEIPT &

RECEIVE	D with thanks	the sum of Rs.	/- (Rupees
			Only) from (1) SMT.
SONAL 1	DHARMENDRA	MAKWANA & (2) SI	IRI. DHARMENDRA
RATILAL	MAKWANA bein	g the Initial / Part Paymen	t against the sale of Flat
No. 301, o	n 3 rd Floor, in the	building known as "MAD	HUBAN CO-OP. HSG.
SOC. LT	D.," situated at S.	I. 22, H. No. 7, CTS No.	323, 51, TPS Road, Off
Factory La	nne, Borivali (West), Mumbai - 400 092, a	s per the terms of our
Agreement	for Sale being exc	eduted between us on	, as per the
following d	letail:		
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Total Rs	i. /- (1	Rupees	Only)
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		AID CUDIN	DA PILABIDAWAT A)
DATE		MR. SUDHI	R M. KHANDWALA)
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WITNESS			
1.	,7231.5*		
2.		THE PART OF THE PARTY OF THE PA	
		WREAT ST. T. W.	



& FINAL RECEIPT S

RECEIV	VED with thank	s the sum of R s		/- (Rupees	
			Only)	from (1) SMT.	
		MAKWANA &			
		being the Full and Fir			
		, in the building know			
HSG. SC	OC. LTD.," situat	ed at S.N. 22, H. No. 7	, CTS No. 323	, 51, TPS Road,	
Off Facto	ory Lane, Borivali	(West), Mumbai - 400	092 as per	the terms of our	
Agreeme	nt for Sale being e	xecuted between us of	n	, as per the	
following	g detail:				
DATE	AMOUNT	CHQ/P.Ø. NO	DRAV	VN ON	
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		\	\		:
Total R	s. //- (Rupees	J	Only)	
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					S. C. S.
					E.
		MR SIDI	HIR M. KHAN	_ IDWAI A\	Maria and
DATE:		THE SUB REGIST	AIIX IVII KIIMI	DWALA)	SANT
	MUMBAI (4)				
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CO-OPERATIVE HOUSING SOCIETY LIMITED SHREE MADHUBAN

S.N. 22, H. No. 7, Cts No. 323, 51, Tps Road, Off Factory Lane, Borivali (W), Mumbai - 400 332. REGD. NO. BOMW-P/HSG/TC/10409/YEAR 1999-2000

SHARE CERTIFICATE

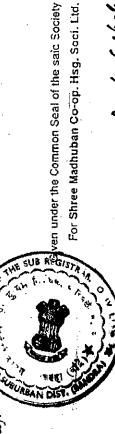
This is to certificate that Shri / 5/14. 1 9Us.

is , are the

Registered Holden/s of 5 (Fire) fully paid-up shares Numbered

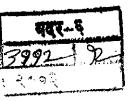
inclusive, of 38. 501-each in the above Named SHREE MADHUBAN CO-OPERATIVE HOUSING

Subject to the Bye-laws thereof



75





No. of transfer MEMORANDUM OF TRANSFER OF THE VOHIN MENTIONED SHARES MR. SUDHIR. MADANUAL KHAMSUNG Ledger totio & Name & Address (**· 75 Ref. No. of Transferce Signature

ANNEXURE 'D'

EXTRACT FROM THE PROPERTY REGISTER CARD

	City Survey	11911	Tal	uka: ने पिलकीं Dis	st.Bombay Suburban	Diat
	Sty Survey	Area Sq.Mts	Tenure	Particulars of rent paid to Go when due for re	Assessment for	
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 د خیرینه	Other Encumbr.	ances	*** * * *** *** *** *** *** *** ***		bago and Brigar say and see had linkery springs but an estimate had see	
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दस्त गोषवारा भाग-1 वस्त क 3112/2003 वयाम निसंधकः वर्शकर्वः ३ (योगीयसी) Property of gya saka: 3112/2003 보스면 4일 학생님 - 프로젝트로 ंत्री व्यक्तिस्य सव व स्म छायाचित्र अंगठ्याचा ठरा पक्षकाराचा प्रकार लिहून घेणार क्षात्रिक १ क मा **वे ५स सह** magintary of the state of सही Sorral D. Mahwase The ्राम्पा वर्षे सम्बद्धाः वर्षेत्रः वर्षाः वर्षाः स्थ स्ट्राप्यक्षः वर्षेत्रः वर्षाः स्थ लिह्न घेणार यय 35 लिहून देणार यान्त्र के एक होता है। अस्त्रीय कर सम्बंध 我多看说

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पत हुएस चित्रंशक योगीयको क. ३, **मह** दूएसम निर्देशक अधिकतो क. ३, १ प्रेडरे आत्वार जिल्हा

दियांक....



दस्त गोषवारा भाग - 2

वदर6

पावती क्र.:3120

16390 :नोंदणी फी

पावतीचे वर्णन नांय: सोनल डी मकवाना

(आ. 11(2)),

एकत्रित फ़ी

16730: एकूण

दस्त क्रमांक (3112/2003)

दिनांक:16/04/2003

्रनवकल (अ. 11(1)), पृष्टांकनाची नक्कल

दस्त क्र. [वदर6-3112-2003] चा गोपवारा बाजार मुल्य :1638500 मोयदला 1511000 भरलेले मुद्रांक शुल्क : ৪९८५५

दरत हजर केल्याचा दिनांक :16/04/2003 01:11 PM

निध्यादनाचा दिनांक : 11/04/2003

दस्त हजर करणा-थाची सही :

Soral D. Metricerye

दस्ताचा प्रकार :25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 16/04/2003 01:11 PM शिवका क्र. 2 ची वेळ : (फ़ी) 16/04/2003 01:14 PM शियका क्र. 3 ची वेळ : (कबुली) 16/04/2003 01:14 PM

शिवका क्र. 4 ची वेळ : (ओळख) 16/04/2003 01:15 PM

दरत नोंद केल्याचा दिनांक : 16/04/2003 01:15 PM

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

दु, निवंधकाची सही, बोरीयली 3 (वोरीवली)

ओळख :

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

य त्यांची ओळख पटवितात.

1) सुनिल- पाल ,घर/फ़्लॅट नं: 106

गल्ली/शस्ता: -

ईगारतीचे नावः वालाजी आर्केड

पेठ/वसाहत:

शहर/गाव:कांदीवली प भुं

तालुका:

पिन: 67

2) अजय- मिरन्त्री ,घर/फ़्लॅट नं: वरीलग्रमाणे

गल्ली/रस्ताः -

ईगारतीचे नावः -

ईमारत नं: -

पेद/वसाहत:

शहर/गाव:

तालुका; -पिनः -

दु. निबंधकाच्री√सही बोरीयली 3 (बोरीयली)

त्रमाष्ट्रित करबैत वेते की, वा भिष्य पक्षण.....रे...त्वाने साहितः

सह. दुव्यम निवंधक बोरीवर्की-क. है, प्रंबई उपनयर जिल्हा.

मोदलः १८/४०३

बहु हरुपः। (नेवंधना चोरो**यळी-बै र्वेदर्भ** अस्तान ताप्प**रहा**न





सह दुष्यम निबंधक वोरीवली क्र. ३, सह दुष्यम निबंधक बोरीवली क्र. ३, यंबर्ड उपनगर जिल्हा ग्रंबर्ड उपनगर जिल्हा मुंबई उपनगर जिल्हा