

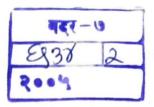
AGREEMENT FOR SALE

THIS ARTICLE OF INDENTURE is made and entered into at Mu on this day of November 2005, BETWEEN

MR. ANTHONY ARULRAJ, an adult, a Christian, an Indian Inhabitant, presently residing at Flat No. C-110, Mitradham, Sarradaya Nagar, Nahur Road, Mulund (West), Mumbai - 400 080, hereinaften priested to as the "TRANSFEROR" (which expression shall, unless it be represented the subject context or meaning thereof be deemed to mean and include his respective heirs, executors, legal representatives, administrators and permitted assigns) of the ONE PART AND 687501-PB5149

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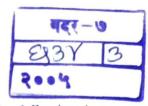
(49)



1) MR. ANAND SHETTY, aged about 38 years and 2) MRS. VIDHYA ANAND SHETTY, aged about 35 years, both Hindus, Indian Inhabitants, residing at Flat No. 702, Mangla Tower, Off. P. K. Road, Mulund (West), Mumbai - 400 080, hereinafter called the "TRANSFEREES" (which expression shall, unless it be repugnant to the subject context or meaning thereof be deemed to mean and include their respective heirs, executors, legal representatives, administrators and permitted assigns; of the OTHER PART.

WHEREAS: -

- (a) The transferor is a registered member and registered shareholder of the VICTORIA CLASSIC CO-OPERATIVE HOUSING SOCIETY LIMITED, the society being registered under Maharashtra Co-operative Housing Societies Act, 1960 under Registration No. BOM/WUT/HSG/TC/8536 of 2001-2002 and having its registered office at VICTORIA CLASSIC Cooperative Housing Society Limited, 35/38, Dalmia Estate, P. K. Extension Road, Mulund (West), Mumbai - 400 080 (hereinafter referred to as the "said society") and holds in all five shares vide share Certificate No. 145 bearing distinctive Nos. from 321 to 325 (both inclusive) (hereinafter referred to as "said shares") of the said society the face value of Rs. 50/each. The society has issued the share Certificate in favour of the transferor herein and such as the transferor are entitled to and in exclusive use, enjoyment, occupation and possession of a Flat No. 1201 (hereinafter referred to as the "said Flat") on 12th Floor along with open terrace in the building known as "Victoria Classic" belonging to and legally vested in the said society as a member.
- (b) The area of the said flat is about 1015 Sq. Ft. 94.33 Sq. Mtrs. Built-up area and the area of the open terrace is 1105 Sq. Ft or 102.70 Sq. Mtrs.
- (c) By an Agreement for Sale dated 13th day of August 1997, MR. ANTHONY ARULRAJ purchased and acquired the said flat from MESSRS NAV BHARAT ENTERPRISES, a partnership firm registered under the Indian Partnership Act, carrying on business as Developers having their principal place of business at C-68, Lal Kothi Scheme, Jaipur 302 015 and Head Office at Second Floor, Cecil Court, Next to Regal Cinema Building, Mahakavi Bhushan Marg, Mumbai 400 039. The transferor has been in vacant and peaceful physical possession of the said flat free from all encumbrances and together with all rights, title, interest, claims and benefits therein.
- (d) The transferor has agreed to transfer his right to occupy the said flat and all his right, title and interest therein as well as to transfer his shares in



the society to the transferees by way of sale in the following terms and conditions agreed to between the parties hereto.

(e) The present sale is governed under all applicable Laws and more particularly under Maharashtra Co-operative Societies Act 1960.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. The transferor herein has agreed to sell and transfer and the transferees have agreed to purchase from the transferor the said flat and share certificate as incidental to the sale thereof all the beneficial rights, title and interest, property claim and demand of the transferor as a member of the said society into and upon the said flat together with the permanent and absolute right of use and occupation thereof AND ALSO together with all electrical, water, sanitary installations and original fittings and all rights and claims on and upon the sinking fund of the said society relating to the said flat at or for a consideration of Re. 37,90,000/(Rupees Thirty Seven Lakha Only).
- 2. The said flat is admeasuring about 1015 Sq. Ft. 94.33 Sq. Mtrs. Built-up area and the area of the open terrace is 1105 Sq. Ft or 102.70 Sq. Mtrs. The transferees have seen the flat and shall not raise objection on the question of the area mentioned above.
- The transferor shall obtain consent from the Managing Committee of the said society for transfer of the said flat and of the five shares held by him before completion fo the sale.
- 4. The transferor has disclosed and given inspection of the documents in his possession relating to the said flat.
- 5. In the consideration of the rights, title and interest in the said flat and of the said shares, the transferees have agreed to pay the sum of Rs. 37,00,000/- (Rupees Thirty Seven Lakhs Only), in the following manner:Sr. No. Amount (Rs.) Payment details
 - a) 1,00,000/- Paid as per separate receipt annex herewith.
 - b) 36,00,000/- Balance will be paid on or before 31st day of December 2005.

37,00,000/- Total Consideration.

6. The transferor shall deliver vacant and peaceful possession of the said flat and shall also execute the transfer form of the said shares as and by way of the completion of the sale. In the event of his failure to deliver the possession of the said flat as aforesaid, the transferees shall be entitled to specific performances of this Agreement and/or damages without

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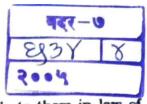
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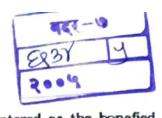


prejudice to their other rights and remedies available to them in law of

7. It is agreed by and between the parties hereto that the balance payment as per clause 5 (b) shall be made by the transferees to the transferor in stipulated time. The time being the essence of this Agreement for Sale. Nothing contained in these presents shall be considered as a transfer, assignments, demise, sale or conveyance of the said right, title and interest in the said flat till the balance amount is paid by the transferees herein as agreed herein before.

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- 8. On the completion of the transfer as aforesaid the transferor will hand over the transferees (a) original Certificate of shares together with the share transfer form (b) all the other original documents relating to the said flat if any, in the possession of the transferor.
- 9. On the delivery of vacant possession of the said flat the transfereds will be the absolute owner thereof with all rights of occupation thereto as a member of the said society and thereafter the transferor will have no right, title and interest therein.
- 10. The transferor does hereby further confirm and declare that he is the legal owner of the said flat bearing No. 1201 on 12th Flooor along with open terrace in Victoria Classic. In the event, if any, third party claiming any right, title and interest in respect of the said flat then the transferor shall clear the claims of the claming party at his own cost.
- 11. All the society's due including Municipal taxes, Electricity Charges upto date of delivery of possession will be paid by the transferor and thereafter the transferees will be liable to pay the same.
- 12. The transferees will hold the said flat on and subject to the bye-laws of the society and the Managing Committee from time to time and as a member of the society.
- 13. Upon the receipt of full and final payment the transferor shall authorise the transferees and hereby gives general authority irrevocably to represent himself and to sign, execute and deliver any letters, writings or documents or forms to the society or any other authority which may be required to be executed in respect of the said flat and on behalf of the transferor.
- 14. It is agreed that in the event of any additional F.S.I. or any other benefit accruing upon the said flat, the same shall belong exclusively for benefit of the transferees herein and the transferor shall neither have any right on the same nor the transferor shall be entitled to demand any additional consideration for the same irrespective of the fact that in records of the



society, the name of the transferees have been entered as the bonafied member or not. The transferor agrees to sign such further papers and documents, if necessary, in favour of the transferees to the said society or any other body or authority including the Mumbai Municipal Corporation, Government of Maharashtra, Town Planing Department or other authority for the purpose of effectual vesting the rights to secure any such F.S.I. or benefits in favour of the transferees.

15. The transferor has represented to the transferees that:-

a) he is the absolute owner of the said flat and no other person has any interest therein,

b) there is no encumbrance on the said flat,

c) he is exclusive and peaceful possession and occupation of the said flat since it was acquired by him,

d) when he has acquired the said flat he was satisfied that the title to the said flat was clear and marketable and is even now clear and marketable,

 e) on taking possession of the said flat the transferees will be entitled to occupy the same without any claim or interruption from the transferor or anybody claiming under him,

- f) he has paid all dues of the society upto date and they will indemnify and keep indemnified the transferees against any claim made for any period prior to the completion of the sale in respect of the said flat,
- g) no order of attachment against the said flat is in existence upto date or any suit, decrees for proceedings are pending in any court or otherwise,
- h) the said flat is not acquired by municipal authorities, government or any revenue authorities and no notice of the acquisition is received by the transferor under the provisions of land acquisition or otherwise,
- i) he has not created any mortgage, loan agreement, charge or any encumbrances, liability on the said shares and the said flat.
- j) the said flat is not affected by any LIS PENDENS or insolvency proceeding or any prohibitory orders in any manner and whatsoever from any body whosoever including Department of Income-Tax, Sales-Tax, Central and/or State Excises, Customs or any other Taxation Department, Local authorities or other Institutions, Banks, Courts and/or Tribunals restraining the transferor from transferring, dealing with or disposing off the said flat and/or the said five shares fully paid.

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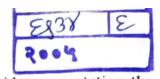
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16. The transferor is aware that on relying on the said representation the transferees have agreed to purchase the said flat.

- 17. The transferor does hereby further agree and undertake to sign and execute all such other and further applications, documents, instruments and/or any other writing or writings at the instance of the transferees to give full effect to this Agreement for Sale and perfect the title of the transferees to the said flat. The costs, charges and expenses for such applications, documents, writings etc. shall be borne and paid by the transferees only.
- 18. It is specifically agreed between both the parties that the transferor shall pay additional Stamp Duty, Registration Charges and penalties, if any, payable in respect of the Agreement in respect of the said flat executed prior to these presents. However, the transferees will pay proper Stamp Duty, Registration Charges and Legal Charges payable on this presents.
- 19.It is hereby agreed between the parties hereto that if any society transfer charges/premium/donation are payable in respect of the transfer of the said flat the same shall be borne and paid by the transferees and transferor equally.
- 20. The transferor hereby agrees to transfer the electricity deposit, sinking fund, lease rent, any other deposit or any credit concerning the said flat to the transferees. Further transferor grants to the transferees all rights to get the electric meter transferred in their names and transferor shall sign necessary applications, documents and papers for the same. The transferees shall bear and pay the cost for the same.
- 21. The transferor shall, on request of transferees, present himself at the office of the Sub-registrar of Assurances and admit execution of this Agreement.
- 22. All disputes under this Agreement are subject to the jurisdiction of court in Mumbai.

THE SCHEDULE OF THE FLAT

All that residential Flat No. 1201 on the 12th Floor of the R.C.C. Building known as "Victoria Classic", Victoria Classic Co-operative Housing Society Limited, situate, lying and being on the land bearing City Survey No. 551/60 and Survey Nos. 115 (Part), 116 (Part), and 117 (Part) within the limits of Greater Mumbai Municipal Corporation, in the Village Nahur, Mulund (West), Taluka-Kurla, District Mumbai Suburban, Registration District and Sub District of Mumbai City and Mumbai Suburban District, further details of which are as under: -

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बद्र-७ ६१३४ ७ **२००५**

Yea of Construction

1995-96

Area of Flat

: 1015 Sq. Ft. 94.33 Sq. Mtrs. Built-up area and the area

of the open terrace is 1105 Sq. Ft or 102.70 Sq. Mtrs.

No. of Floor of Bldg.

: Stilt + Twelve Story with lift

Municipal Ward No.

: "T" ward

Revenue Village

: Nahur, Muhund (W)

City Survey Numbers

: 551/60

Division & Sub-Div.

: 122/560

Complete Postal

: Flat No. 1201, 12th Floor, Victoria Classic, Victoria

Address of Flat

Classic Co-op. Hsg. Soc. Ltd., 35/38, Dalmia Estate, P.

K. Extension Road, Mulund (West), Mumbai 400 080.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands the day, month and year first herein above mentioned.

SIGNED AND DELIVERED

by the within-named "TRANSFEROR,"

MR. ANTHONY ARULRAJ,

PAN:

the party of the One Part,

in the presence of:

SIGNED AND DELIVERED

by the within-named "TRANSFEREES",

1) MR. ANAND SHETTY

PAN:

and

2) MRS. VIDHYA ANAND SHETTY,

PAN:

the party of Other Part,

in the presence of:

Witnesses: -

11 Prashant Bryhoungs

2)

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Received from WITHIN-NAMED "TRANSFEREES", 1) MR. ANAND SHETTY and 2) MRS. VIDHYA ANAND SHETTY, a sum of Rs. 1,00,000/-(Rupees One Lakhs Only) by a Cheque No. 419945, dated 3.11.2005 drawn on Canara Bank, Mulund (West), Mumbai 400 080, branch, being the part payment in respect of the sale of a Flat No. 1201 on the Twelfth Floor of the R.C.C. Building known as "Victoria Classic", Victoria Classic Co-operative Housing Society Limited, situated at Victoria Classic, 35/38, Dalmia Estate, P. K. Extension Road, Mulund (West), Mumbai - 400 080 hereinbefore mentioned.

I say received Rs. 1,00,000/-(Rupees One Lakhs Only)



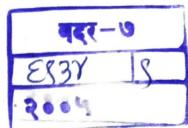
MR. ANTHONY ARULRAJ

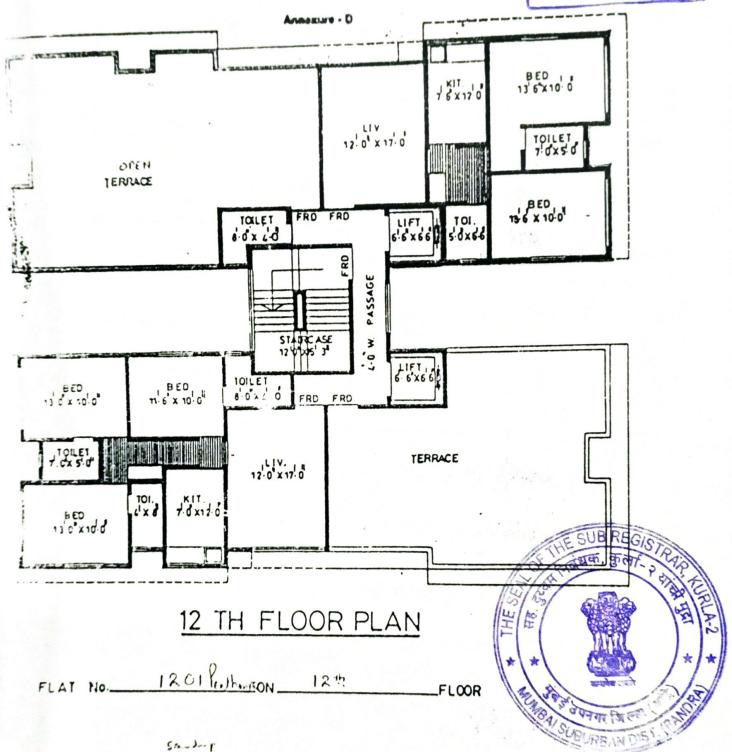
Witnesses: -

1) Prashant Suthorus

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विवादीचे दुवक :

बच्चे बारच करना-वाचे नांव : इस्क कहा बास्त सामा (बोवर्वत तवास लावला तोवर्वत)

नर्देशार :

रवर कोबे :

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MUNICIPAL CORPORATION OF GREATER BOMBAY

FORM "A"

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966 No. CF/ 4/53 /BPES/AT 1 1 APR 1996

COMMENCEMENT CERTIFICATE

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518,

With reference to your application No. grant of for Development Permission and dated 7-9-94 for Development Permission and grant of commencement Certificate under section 45 and 69 of the Maharashtra Commencement Certificate under section 45 and 69 of the Maharashtra Commencement Town Planning Act 1966, to carry out development and Mulding permission under section 346 of the Bombay Municipal Corporation Act, 1888 to crect a building in Building No.

Corporation Act, 1888 to crect a building in Building No.

Planning Schene No. Nahar situated at Road / Street

Mulwick ward the Commencement Certificate.

Building permit is granted on the following conditions: Divn/VIIIage/TounEG/S

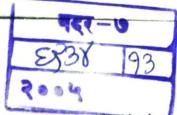
1. The land vacated in consequence of the endorsement of the set back line/road widening line shall form part of the public street.

That ino new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any until occupation permission has been granted.

The commencement certificate/development permission should remain valid for one year commencing from the date of its issue.

- This permission does not Entitle you to develop land which does not vest in you.
- This Commencement Certificate is renewable every year but such extended period shal be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
- This certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay if :
 - (a) The Davelopment work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - (b) Any of the condition subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Bombay is contravened or not complied with.

Gen-318



(c) The Municipal Commissioner for Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional & Town Planning Act, 1966.

The conditions of this certificate shall be binding not only on the applicant but on his hairs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri SC KOY EKOY Assistant Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This c.c. is valid upto 10/1/97

C-C up to Stilt 3/ab.

The Municipal Corporation of Graces Bombay

Assistant Engineer, Building Proposals (Eastern Suburbs)

FOR

MUNICIPAL COMMISSIONER FOR GREATER BOMBAY.

CEI 4153 1 BPESIAT 2 2 001 1996 C: C: Wpto 7th floor.

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Assistant Engineer Building Propession Lauren Luburbs (S & I Wards)

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वदरा दस्त गोषवारा भाग-1 दुय्यम निबंधकः दस्त क्र 6934/2005 5/11/2005 कुर्ला 2 (विक्रोळी) 2:20:40 pm 6934/2005 स्त क्रमांक : स्ताचा प्रकार : करारनामा मुक्र. पक्षकाराचे नाव व पत्ता पक्षकाराचा प्रकार छायाचित्र अंगठ्याचा उसा नावः अथोनि अरूलराज - -प्ता घर/फ्लंट नं: फ्लंट न सी-110, मित्रधाम को ऑप लिहून देणार हो सोसा लि., नाहूर व्हिलेज, मुलुंड प , मुं 80. वय 42 गल्ली/रस्ताः -सही ईमारतीचे नावः -ईमारत नं: -पेट/वसाहतः -शहर/गाव:-नावः आनंद शेट्टी - -लिहून घेणार ्री _{पताः घर/फ्लॅट नं:} फ्लॅट नं 702, मंगला टॉवर , 90 फिट रोड, पी के रोड, मुलुंड प , मुं 80. वय 38 गल्ली/रस्ता: -सही ईमारतीचे नावः -ईमारत नं: -पेट/वसाहत: -शहर/गाव: तालुका: -नावः विदया आनंद शेट्टी - -लिहून घेणार पत्ताः घर/फ्लॅट नंः वरीलप्रमाणे गल्ली/रस्ताः -35 वय ईमारतीचे नावः -ईमारत नं: -





पेट/वसाहतः शहर/गाव: तालुका: पिन: -पॅन नम्बर: -

दस्त गोषवारा भाग - 2

वदरा

दस्त क्रमांक (6934/2005)

विनाक:25/11/2006

पावती क्र.:6948

पावतीचे वर्णन नांव: आनंद शही

30000 :नोदणी फी

360 :नक्कल (अ. 11(1)), पुरुषकाची नक्कल (आ. 11(2)),

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

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द् . पनवंधकाची सही, कुर्ला २ (विक्राळी)

प. व. बोड

बहुर 6934-2005] चा गोषवारा अक्षेत्रका अक्षेत्रका मोबल्या ह विदर्ग १५०५ मोबदला ३७०००० भरलेले मुद्रांक शुल्क : 168750

हर्म केल्याचा दिनांक :25/11/2005 12:10 PM

हरण दिनाक : 25/11/2005 लहरू करणा याची सही :

क्वार :25) करारनामा ्रा वी वेळ : (सादरीकरण) 25/11/2005 12:10 PM

्रिक्त 2 वी वेळ : (फ़ी) 25/11/2005 12:18 PM क्षिक 3 ची वेळ : (कबुली) 25/11/2005 12:20 PM का विकास (ओळख) 25/11/2005 12:20 PM

लिंद केल्याचा दिनांक : 25/11/2005 12:20 PM

क्षेत्र इसम् असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात, ावनी ओळख पटवितात.

वं बार जाखरीया- - ,घर/फ़लॅट नं: 3-अे, सुशिला अपार्टमेंट, डॉ. एस एन रोड, मुलुंड प

ब्ली रस्ताः ज्ञास्तीचे नावः -

व्यस्त नं: -

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हर्गाव:-

(d)

्री आर दुबे- - .घर/फ़लॅट नं: 3-अे, सुशिला अपार्टमेंट, डॉ. एस एन रोड, **मुलुंड प मुं**

चे रस्ताः

लतीचे नावः -मिस्त नं .

ेवसाहत: -

व्यामातः. Tight.

िक्वकाची सही लि २ (विक्रोळी) े। बोहक



बनाणित करण्यात येते कि या दस्तामध्ये (१९) पाने आहेत. ce38 बदर ७ वुस्तक क्रमांक १ क्रमांकवर नोंदला २५/११/2004 यम निवं**त्रक कुर्ला**-२ विनांक

मुंबई उपनगर जिल्हा प. ह. होडि