

## AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on this 31st day of March, 2021 BETWEEN MRS. MARILYN MIRANDA age about 48 years, holder of Income Tax PAN No.ACVPM3260H, & MR. KEVIN MIRANDA age about 50 years, holder of Income Tax PAN No.ACEPM7386D, both Indian Inhabitants of Mumbai, having address at, Flat No.702, Cacilda Co. Op. Hsg. Soc. Ltd., situated at Survey No.119, CTS No.1000, 1000/1, 1000/2, 1003, Holy Cross Road, I. C. Colony, Borivali (West), Mumbai-400103., hereinafter called "THE TRANSFERORS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assign) of the ONE PART.

#### AND

MR. YOGESH GAJANAN AMBARDEKAR age about 54 years, holder of Income Tax PAN No.ABVPA4170B, & MRS. AMITA YOGESH AMBARDEKAR age about 50 years, holder of Income Tax PAN No.AIPPA3514L, both Indian Inhabitants of Mumbai, having address at Flat No.B/206, Veda Apartment, Holy Cross Road, Near Bhavdevi Garadge, I. C. Colony, Borivali (West), Mumbai-400103., hereinafter called "THE TRANSFEREES" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assign ) of the OTHER PART.

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## WHEREAS THE TRANSFERORS DO HEREBY EXPRESSLY REPRESENT AND DECLARE TO THE TRANSFEREES AS FOLLOWS:

Whereas By way of an Agreement dated 20th day of July, 2000, made and a) entered into between Mr. Bruno A. Cardoza, Mr. Percy A. Cardozo, Ma. Nora M. Cardozo, Ms. Sira D. Cardozo, Mr. Mervin J. Cardozo and Ma. Zita I. (ardozo, material) therein called the Owners and Mr. Agnelo Menzes & Mr. Francis Menezes therein called the purchasers of the residential premises bearing Flat No 702, on the 7th Floor, in the building known as Cacilda Apartment, attuated at Survey 119, CTS No.1000, 1000/1, 1000/2, 1003, Holy Cross Road, 1 ( Colony, Borivali (West), Mumbai-400103., flat are admeasuring 850 sq. ft. Super Built. up more particularly described in the schedule hereunder. And whereas the said original agreement is duly registered vide Registration Serial No PBDR/2-5310. 2000 dated 13th day of September, 2000.

And whereas by way of Agreement for Sale dated 24th day of February, 2012. made and entered into between Mr. Agnelo Menezes and Mr. Francis Menezes, therein called the Transferors and Mrs. Marilyn Miranda and Mr. Kevin Miranda, therein called the Transferees of the abovesaid Flat premises. And whereas the said original agreement is duly registered vide Registration Serial No BDR11-

01534\_2012 dated 24th day of February, 2012. बरल

द्वाप तिबधका

And whereas the Transferors MRS. MARILYN MIRANDA and MR KEVIN MIRANDA hereby declare that they are the joint members of Cacilda Co Op Ltd., ("the said society") and is holding 5 fully paid up shares of each bearing distinctive No's from 61 to 65 under share certificate No.020, and Member's Register No.020. And whereas said Cacilda Co-Operative Housing Society Ltd., registered under the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. MUM/(WR)/HSG/TC/12304/ 2003-2004/2003, and the Transferors herein jointly own and hold Flat No 702 on the 7th floor, in the said society building ("the said flat").

That in the premises aforesaid the Transferors are legally entitled to the said Flat d) together with benefits attached to it and that neither the Transferors herein personally or through any of their agent/s or constituted attorney has/have or had at any time heretofore either created or agreed to create any third party rights or right, title, interests or claim whatsoever in respect of the said Flat.

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AND DECLARE TO THE TRANSFEREES AS FOLLOWS: Whereas By way of an Agreement dated 20th day of July, 2000, made and

Whereas By way or an Agreement A. Cardoza, Mr. Percy A. Cardozo, Ms. Nora M. entered into between Mr. Bruno A. Cardoza, and Ms. 714. 5 entered into between IVII. Drando.

Cardozo, Ms. Sira D. Cardozo, Mr. Mervin J. Cardozo and Ms. Zita F. Cardozo,

Cardozo, Ms. Sira D. Cardozo, Mr. Manzas, & Manzas, Cardozo, Ms. Sira D. Cardozo, Mr. Agnelo Menzes & Mr. Francis Menezes, therein called the Owners and Mr. Agnelo Menzes & Mr. Francis Menezes, therein called the purchasers of the residential premises bearing Flat No.702, on the 7th Floor, in the building known as Cacilda Apartment, situated at Survey 119, CTS No.1000, 1000/1, 1000/2, 1003, Holy Cross Road, I. C. Colony, Borivali (West), Mumbai-400103., flat are admeasuring 850 sq. ft. Super Built-

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That in the premises aforesaid the Transferors are legally entitled to the said Flat together with benefits attached to it and that neither the Transferors herein personally or through any of their agent/s or constituted attorney has/have or had at any time heretofore either created or agreed to create any third party rights of right, title, interests or claim whatsoever in respect of the said Flat.

That the title of the Transferors in respect of the said Flat with said benefits is That the said marketable, free from all encumbrances and reasonable absoluters and reasonable including free from any third party adverse deal, arrangements, doubts adverse deal, arrangements, understanding, agreement, agreement for sale, transfer or assignment, conveyance, release, relinquishment, surrender, gift, exchange, lease, monthly tenancy, leave and license, charge, mortgage or any other encumbrances.

That the Transferors herein have not been disqualified or rendered disentitled either at law, equity or otherwise on account of any action, steps or proceedings or any act of commission or omission including any forfeiture, confiscation, acquisition, requisition and/or reservation and otherwise and there was no and there is no dispute filed or pending or disposed off in respect of the said Flat or in respect of the said building and the said property to the knowledge, notice (expressed and/or implied) and/or information of the Transferors.

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That in the manner aforesaid the Transferors have truly, honestly, bonafidely and in good faith disclosed to the Transferees, all the material facts and circumstances in respect of the said Flat with said shares and said benefits without making any untrue, incorrect, dishonest and/or fraudulent and non-bonafide representations (or any misrepresentation to or concealment from the Transferees in had anything whatsoever in that behalf and in any manner whatsoever

AND WHEREAS upon the strength of the representation and declaration made by the Transferors to the Transferees, the parties have negotiated for sale and purchase of the said Flat in the said building on the said property with said shares and said benefits with all incidental benefits and right, title, interest, claim, estate, possession and property rights in respect thereof at law, equity and otherwise at or for the lump-sum price of Rs. 1,32,50,000/- (Rupees One Crore Thirty Two Lakhs Fifty Thousand Only) payable to the Transferors with vacant and peaceful possession of the said Flat with said benefits with legal right to have and call for all relevant deeds, documents, papers and writings from the Tranand the concerned parties contemplated by law as hereinafter mentioned in these presents with otherwise clear & marketable title free from all encumorances and reasonable doubts. Duon

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AND WHEREAS the Transferors have informed the said Society and obtained the necessary permission from the said Society to sell, transfer and assign the said Flat to the Transferees.

AND WHEREAS now the parties are desirous of executing this regular agreement in respect of the said Flat in the said building on the said property with the said benefits and accordingly the parties have hereby mutually agreed upon certain terms, conditions, stipulations & covenants in that behalf as hereinafter

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## NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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SUBURBAN DIST respect of the said Flat shall be treated as representations and irrevocable declarations on their part as if the same are reproduced herein in verbatim and form part of this clause. The Transferors hereby confirm that the Transferees have agreed to purchase the said Flat relying upon the correctness of the declarations and representations made by the Transferors in these presents.

2. The Transferors shall sell, transfer, assign and assure and the Transferees shall purchase and acquire the Flat No. 702 on the 7<sup>th</sup> floor, in Cacilda Co. Op. Hsg. Soc. Ltd., situated at Survey No.119, CTS No.1000, 1000/1, 1000/2, 1003, Holy Cross Road, I. C. Colony, Borivali (West), Mumbai-400103., and more particularly described in the schedule hereunder written along with attached

furniture free from all encumbrances at or for the price Rs. 1,32,50,000/
Rupees One Crore Thirty Two Lakhs Fifty Thousand Only) being the full consideration payable by the Transferees to the Transferors in the following

Rs.50,00,000/- (Rupees Fifty Lakhs Only) being the Part Consideration amount paid by the Transferees to the Transferors on or before the execution of this Agreement the receipt whereof the Transferors doth hereby admits, acknowledges and confirms at the foot of this agreement.

Rs.48,67,500/- (Rupees Forty Eight Lakhs Sixty Seven Thousand Five Hundred Only) being the Part Consideration amount paid by the Transferees to the Transferors on or before the execution of this Agreement the receipt whereof the Transferors doth hereby admits, acknowledges and confirms at the foot of this agreement.

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Rs.1,32,500/- (Rupees One Lakhs Thirty Two Thousand Five Hundred Only) being the balance part consideration as a TDS to be deposited by Transferees as per section 194-1A of the Income Tax Act and the same shall be deemed to be received by the Transferors and the Transferees shall deposit the said TDS and shall produce the TDS challan to the Transferors before the completion of the transaction.

Rs.32,50,000/- (Rupees Thirty Two Lakhs Fifty Thousand Only) being the balance full & final Consideration amount shall be payable by the Transferees to the Transferors on or before 30 working days from the date of registration hereof, by availing Housing Loan from any bank or from any financial institution or from their own contribution.

In performing their part of the contract both the parties shall be entitled to specific performance of this Agreement together with right to claim costs, charges and expenses and losses from the other.

- It has been expressly agreed by the parties herein, that the time should be essence of the Contract, as far as (i) the payment of above given balance consideration and (iii) for handing over vacant and peaceful possession of the said Flat to the Transferees with clear and marketable title free from all encumbrances.
- It is agreed that if the Transferee fails to make the payment of consideration price within the stipulated time aforesaid, the Transferee shall be habit to pay to the Transferor the interest at the rate of 12% per annum on the detailed payment provided the Transferor shall produce all the title documents and fulfill their part of the contract.
- It is agreed that the Transferees herein shall be entitled to receive peaceful racant possession of the said Flat from the Transferors on the day of the realization of the balance consideration amount stated in clause 2 (iii) hereinabove.
- If the Transferors fail to complete the contract as per this agreement and the Transferees are willing to pay and fulfill their part of the the Transferors shall abide by the terms herein and shall be bound to complete the contract on their part.
- It is agreed between the parties that if there is any delay or default on any part of the parties in performing their part of the contract then the either party shall be entitled to specific performance of this Agreement together with right to claim costs, charges and expenses and losses.

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On receiving and on realization of the full consideration, the  $T_{ransferors}$  shall remarked the residual remarks of the said  $F_{lat}$  and  $F_{lat}$ On receiving and on realization of the said Flat and 8. surrender their right, title and interest in favour of the Transferees and the mittled to quietly enter upon, leave, hold, occupy the and enjoy the said Flat.

The Transferors have obtained the necessary permission from the said society to The Transferors have obtained transfer all their rights, title, claim, interest and benefits whatsoever enjoyed by the Transferors including the deposits if any in favour of the Transferees and shall co-operate for further assuring in law and for better and more perfectly shall co-operate for running all the rights, interest and benefits of the Transferors in respect of the Mat unto the Transferees for exclusive use of Transferees thereof as SUBURBAN DIST foresaid.

The Transferors covenant with the Transferees that only they are the absolute 10. owners of the said Flat and hereby agreed to be transferred and sold and no other person or persons has or have any right, title, interest in property claim or demand of any nature whatsoever in or upon the said shares and in the said Flat whether by way of sale, charge, mortgage, lien, gift, trust, inheritance, lease, licences, easement or otherwise howsoever and they have good right, full power and absolute authority to transfer and sell the same to the Transferees.

The Transferors further coverant with the Transferees that they have not created or encumbrance of whatsoever nature on the said shares or the said the same or any of them the subject matter of any litigation or stay nor are the same or any of them the subject matter of any attachment

whatsoever (whether before or after judgment) or any prohibitory order and they have not created any adverse right whatsoever in favour of any of one in respect of the same or any of them.

- The Transferors shall hand over to the Transferees all those relevant papers, 12. documents in their possession and control relating to the said Flat immediately on receiving the full consideration amount and shall also sign such other papers, applications, forms and declarations as may be required by the said Transferees from time to time for effectual transfer of the said Flat in the name of the Transferees.
- The Transferors hereby declares that the said Flat is the self acquired property of 13. themselves and that no one else except them, have any right, title and interest respect of the said Flat and the Transferees shall after payment of

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WITNESS WHEREOF the parties hereto hereunto have set and subscribed their N William on the day and year first hereinabove written.

SIGNED & DELIVERED BY

The withinamed TRANSFERORS

MRS. MARILYN MIRANDA PAN NO. ACVPM3260H

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MR. KEVIN MIRANDA PAN NO.ACEPM7386D

In the presence of



SIGNED & DELIVERED BY

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The withinamed TRANSFEREES

MR. YOGESH GAJANAN AMBARDEKAR PAN NO.ABVPA4170B

MRS. AMITA YOGESH AMBARDEKAR

PAN NO.AIPPA3514L

In the presence of (





#### RECEIPT

RECEIVED from Transferees MR. YOGESH GAJANAN AMBARDEKAR AND MRS. AMITA YOGESH AMBARDEKAR, a sum of Rs. 1,00,00,000/- (Rupees One Crore Only) as PART Consideration and TDS Amount against above mentioned said Flat No.702 on the 7<sup>th</sup> floor, in the building known as Cacilda Co. Op. Hsg. Soc. Ltd., situated at Survey No.119, CTS No.1000, 1000/1, 1000/2, 1003, Holy Cross Road, I. C. Colony, Borivali (West), Mumbai-400103., or the due performance of the aforesaid Agreement for Sale as under:

Sr. No.	Cheque/RTGS/NEFT No.	Dated	Drawn on	Amour
1.	392759	22/03/2021	Axis Bank Ltd Borivali West Branch	50,00,00
2.	392762  REGISTRAP  REG		Axis Bank Ltd, Borivali West Branch	48,67,500
	HE A SUBURBAN DIST BY		,	Rs. 1,32,500/ (Being TDS

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TO SERVICE PRODUCTION SECTIONS	2 (	2 5 5	THE PERSON NAMED IN

We Say received Rs.1,00,00,000/-

MRS. MARILYN MIRANDA

MR. KEVIN MIRANDA TRANSFERORS

WITNESS:

1) Name: Lija

Signature: TISHAN BUHNRE

(RR)

दुय्यम निबंधक : सह दु.नि. बोरीवली 2

दस्त क्रमांक : 4389/2021

नोदंणी : Regn:63m

गावाचे नाव : एक्सर

करारनामा

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्रित अकारणी देतों की पटटेदार

1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदिनका नं: 702, माळा नं: 7 वा मजला, इमारतीचे नाव: कॅसील्डा को ऑप हौ सो लि, ब्लॉक नं: हॉली क्रॉस रोड,आय सी कॉलनी, रोड नं: बोरिवली पश्चिम मुंबई 400103, इतर माहिती: सदनिकेचे एकुण क्षेत्रफळ 850 चौ.फुट सुपर बिल्टअप PUI: RN0409090100000 ( ( C.T.S. Number : 1000,1001/2,1003 ; ) )

1) 78.99 चौ.मीटर

्रे के देण्यात असेल तेव्हा.

्रे<sub>क्व दिवाणी</sub> न्यायालयाचा ्रे भूदेश असल्यास,प्रतिवादिचे

- कॅसील्डा को ऑप हाँ सो लि, ब्लॉक नं: हॉली क्रॉस रोड,आय सी कॉलनी , रोड नं: बोरिवली पश्चिम मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400103 पॅन नं:-ACVPM3260H
  - 2): नाव:-केवीन मिरांडा वय:-50; पत्ता:-प्लॉट नं: 702, माळा नं: 7 वा मजला, इमारतीचे नाव: कॅसील्डा को ऑप हो सो लि, ब्लॉक नं: हॉली क्रॉस रोड,आय सी कॉलनी, रोड नं: बोरिवली पश्चिम मुंबई , महाराष्ट्र, मुंबई. पिन कोड:-400103 पॅन नं:-ACEPM7386D

्र इस्त ग्रेणा-या पक्षकाराचे व ्रं व्यायालयाचा हुकुमनामा किंवा ्र्यत्यतिवादिचे नाव व पता

- 1): नाव:-योगेश गजानन आंबर्डेकर वय:-54; पत्ता:-प्लॉट नं: बी/206, माळा नं: -, इमारतीचे नाव: वेदा अपार्टमेंट, ब्लॉक नं: हॉली क्रॉस रोड,भावदेवी गॅरेज जवळ, रोड नं: आय सी कॉलनी,बोरीवली पश्चिम मुंबई , महाराष्ट्र, MUMBAI. पिन कोड:-400103 पॅन नं:-ABVPA4170B
- 2): नाव:-अमिता योगेश आंबर्डेकर वय:-50; पता:-प्लॉट नं: बी/206, माळा नं: -, इमारतीचे नाव: वेदा अपार्टमेंट, ब्लॉक नं: हॉली क्रॉस रोड,भावदेवी गॅरेज जवळ, रोड नं: आय सी कॉलनी,बोरीवली पश्चिम मुंबई , महाराष्ट्र, MUMBAI. पिन कोड:-400103 पॅन नं:-AIPPA3514L

्रा क्ल दिल्याचा दिनांक

31/03/2021

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06/04/2021

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4389/2021

निरंपमाणे मुद्रांक शुल्क

397500

मिन्द्रप्रमाणे मोंदणी शुल्क

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**ब्यन्त्रे** विचारात घेतलेला तपशील:-:

िल अकारताना निवडलेला अनुच्छेद (i) within the limits of any Municipal Corporation or any Cantonment area annexed to



खरी प्रत दुरयम निवंधख वारावली म्बर क्यागर जिस्ती.

JEROME F. SALDANHA
LL. R.
Advocate & Notary
High Court. Bombey

4. Brightlends 195, Turner Road Bandra [ We it ] Bombay - 400 050 Tel., 642 95 64 640 49 05 Fex - 641 01 80

## TO WHOMSOEVER IT MAY CONCERN

THIS IS TO CERTIFY that I have investigated the title of (1)MR.BRUNO A.CARDOZO, (2)MR.PERRY A.CARDOZO, (3)MS.NORA M.CARDOZO, (4)MS.SIRA D.CARDOZO, AND (5)MS.ZITA F.CARDOZO, (hereinafter referred to as the "said Owners) to the property more particularly described in the Schedule hereunder written and hereinafter for brevity sake referred to as the "said Property".

By a Deed of Conveyance dated 23rd November, 1960, MRS.CACILDA CASSIANA CARDOZO, the mother of Owners herein had purchased the said property from (1)MR.PADMAN PANDU PATIL AND (2)MR.MANIK BARIK PATIL.

The said Mrs.Cacilda Cassiana Cardozo, died at Mumbai on 28.11.1974, leaving behind the Owners herein as her only heirs and legal representatives.



LIBERT SEINE LACTORIA CAROLINE CACILDA CO-OPERATIVE HOUSING SOCIETY LTD.

BORIVLI (W), MUMBAI - 400 103.

Pagistered under the Maharashtra Co-operative Societies Act 1960

Registered under the Maharashtra Co-operative Societies Act. 1960

	SHARE (	HSG/TC/12304/20	<b>)</b> D
Share Certificate No	o. <u>020</u>	•	
<sub>Members</sub> Registration N	o.: <u>020</u>		Date : <u>01 · 01 · 2 006</u>
THIS IS TO CERTIFY	that Shri/Smt. Ag	melo Menezes	4
4	is Meneze	t .	F0 /- /D P'C \
of Mumbai is the Regi	stered Holder of Five	fully paid up Shares of Rs.	50/= (Rupees Fifty) each
		LDA CO-OPERATIVE HOU	
<sub>Borivli</sub> (West), Mumbai	- 400 103, subject to t	he Bye-laws of the said Soci	ety.
SIVEN under the Co	ommon Seal of the	said Society at Mumbai	this Jurst Day
January 2	0000.	-	,
QATIVE HOL		Ov	
Regd. No. (MUM/W-R/HSG/ T.C./12304/	Scoter	> Drugue	W.
2003-2004/	Chairman	Hon. Secretary	Committee Member
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Keuin Miranda -9769970895 | 9324613078 | 9820346039/MAR

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M	EMORANDUM	OF THE TRANSFERS O	FTHE WITHIN N	MENTIONED SI	ARES
Date of Transfer	Transfer No.	Registeron SA	To Whor	m Transferred	Regd. No. of Transferee
15.7.2012	33	20 Regd. No.  Regd. No	My Marily Ny Kevin M  Authorised M. C. Member	m Miranda 2 iranda Ocen Chairman	33 Secretary
11/10/2021		Regd. No. O MUMAN V/HSGV O 2003 TO 2003	MB. YOBESIT G.	AMBARDEKAR. AMBARDEKAR. Cley Chairman	Secretary
			Authorised M. C. Member	Chairman	Secretary
			Authorised M. C. Member	Chairman	Secretary
			Authorised M. C. Member	Chairman	Secretary

## AYIC DALIE

22. OFFICE ADDRESS [HOUSE NO., ROAD NAME, LOCALITY, CITY, PIN CODE, DISTRICT, STATE]				
23. PERMANENT ADDRESS (HOUSE NO., ROAD NAME, LOCALITY, CITY, PIN CODE, DISTRICT, STATE)	AS A	BoyE	AS ABOVE	AS ABOVE
24. CONTACT NO.		08153	9920716808	7208307475
25. E-MAIL ID	atharva	ambardekorso @ 9 mail.com	ambardekar. 40gesh &	amitaifun 2007 @gmail.
26. ADDRESS FOR CORRESPONDEN [TICK (v) OPTIONS AS APPLICABLE	]		AL ADDRESS / OFFICE ADDRESS	/ PERMANENT ADDRESS
			SANKER DETAILS WERE THE COLOR	
PARTICULARS		STUDENT	PARENT / HUSBAND	CO-BORROWER / GUARANTOR
L. NAME OF THE BANK	NOINU	BANK OF INDIA	XXIS BANK	AXIS BANK
2. BANK BRANCH	I.(, (0	long	BORIVALI WEST	YOUI NAGAR
3. SB / OD ACCOUNT NO.	520101	056608078	949010029652279	919010029652279
. DIRECT / INDIRECT LIABILITY DETAILS			018010100061278	
WHETHER RELATED TO CHAIRM OUR BANK OR ANY OTHER BANKS.				
The Control of the Co			STIET ON CHARGING WHEREVER AND	

This is to certify that the instrument isful stamped under ATTICHE 25(d) of schedule I of B-mb-y stamp ACH-1958

th which it is chargable has been paid. Adjudication Fee As. Sof- vide chauan B. 8/4/2000

> Dy. Inspector General of Registration and Dy. Controller of st.mps. Mumbaj

AGREEMENT

THIS AGREEMENT made and entered into at 2000 Mumbai this 20th day of

#### BETWEEN

(1) MR. BRUNO A. CARDOZO, (2) MR. PERCY A. CARDOZO (3) MS. NORA M. CARDOZO, (4) MS. SIRA D. CARDOZO & J. CARDOZO & (6) MS. ZITA F. CARDOZO S all Indian Inhabitants, having their address at "Agnela Villa", Room No.1, Mount Poinsur, Borivali(W) Mumbai 400 103, hereinafter called the "OWNERS (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns) of the ONE PART trators and assigns) of the ONE PART

AND

MR./MRS./MB. AGNELO FRANCIS

BANDRA

# 1118008112

There are well and

PIGLA

be known as "CACILDA APARTMENT". The flats/
shops/car park and garages in the said building
shall be sold under the provisions of the Maharashtra Ownership Flats Act, 1961. The second
building shall be constructed and retained by
the owners herein for their own bonafide use and
residence. The said building is being constructed on the property shown in red coloured
boundary lines on the plan annexed hereto and
shall always belong and owned by the owners
and/or their heirs and assigns.

- D) Permission contemplated by Section 22 of the Urban Land (Ceiling & Regulations) Act, 1978, for Development has been obtained by the Owners.
- E) The Owners have entered into a standard agreement with M/s. BHUPENDRA PATRAWALA, Architect/s, registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects, The Owners have appointed M/s. R.D. MAGDUM, Structural Engineer/s, for the preparation of the structural designs and drawings of the said building and the Owners accept the professional supervision of the said Architect/s and Structural Engineer/s in the completion of the said building.
  - F) The Purchaser/s has/have demanded from the Owners and the Owners have given inspection to the Purchaser/s of all the documents of title relating to the said property, the Development Agreement and the plans, design and specifications prepared by the Owners Architect/s and of such other documents as are specified under the Maharashtra Ownership flats (Regultion of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as the "said Act") and the rules made thereunder;





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- K) Relying upon the said application and Declaration, the Owners agree to sell to the Purchaser/s the said flat/open terrace/shop/garage/car parking space at the price and on the terms and conditions hereinafter appearing;
- L) Under Section 4 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, the Owners are required to execute a written agreement for sale of the said flat/open terrace shop/garage/car parking space to the Purchaser/s being in fact these presents and also to get the same registered under the Indian Registration Act (Act 16 of 1908)

  IT IS NOW HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:
  - 1. The Owners shall construct the said building known as "CACILDA APARTMENT" consisting of ground and 7 upper floors on the said property in accordance with the plans, designs, and specifications approved by the concerned local authority and which have been seen and approved by the Purchaser's with only such variations and modifications as the Owners may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them.
  - 2. The Purchaser's has/have seen the building plans and also the Particulars of the specifications in accordance with which the said building is to be constructed. The Owners shall be entitled to make such changes in the building plans (including change of user of the area therein) as the Owners may from time to time determine and as may be approved by the Municipal Cororation of Greater Bombay and other concerned authorities and the Purchaser's hereby agree's to the same. This shall operate as a irrevocable consent of the Purchaser's to the Owners carrying out such changes in the building plans.

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common area and facilities appertaining to the said premises are as per particulars given in the Second Schedule hereunder written.

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	purchase price shall
3	the Owners in acc
	under;
	a) Rs. 16500
The second second	
	b) Rs
C. Francisco	

The Purchaser/s shall pay to sum of Rs. $//00000$ (Rupees $\varepsilon$	
only) as the purchase price of Rs (Rupees EllYIN CAICL	11,00,000/-
only) is inclusive of Rs	(Rupees

portionate price of common areas the said building. The said ll be paid by the Purchaser/s to ordance with the instalments as

being 15% of the purchase price as earnest money on the execution of this agreement;

b)	Rs.	being % of the purchase price on completion of the plinth;
c)	Rs.	being % of the purchase price on completion of First Slab;
d)	Rs.	being % of the purchase price on completion of <b>Second Slab</b> ;

of the 500,000 being purchase price on completion of Third Slab;

% of the purchase price on completion being of Fourth Slab;

Glam Lavid Old

- It is hereby expressly agreed that, the time 7. for payment of each of the aforesaid instalments of the purchase price shall be the essence of the contract. In the event of the Purchaser/s making any default in the payment of any one installment of the purchase price, the Owners will be entitled to terminate this Agreement and in that event all the monies paid hereunder by the Purchaser/s shall be refunded to the Purchaser/s by the Owners (but without any interest, compensation, damages or costs) 60 days after the termination of this Agreement, and the Owners shall be entitled to sell and/or dispose of the said premises in favour of any third party and the Purchaser/s will have no right to object such sale/disposal of the said premises by the Owners.
- 8. Without prejudice to the above and the Owners other rights under this Agreement and/or in law the Purchaser/s shall be liable to pay to the Owners interest at the rate of 18% per annum on all amounts due under this Agreement, if such amounts remain unpaid for seven days or more after becoming due.
- The Owners agree to give possession of the 9. said premises to the Purchaser/s on or before 312 day of JULY bility of cement, steel, water for construction or other building materials and subject to strike, civil commotion or any act of God such as a quick flood or any other natural calamities and act of enemy or other cause beyond the control of the Owners. If the Owners shall fail to give possession of the said premises to the Purchaser/s on the aforesaid date and/or such further date as may be mutually extended then, it shall be at the option of to terminate this Agreement in which event the Owners shall forthwith, on demand, refund to the Purchaser/s all the monies paid by the





IN WITNESS WHEREOF the parties herein have hereunto set and subscribed their respective hands at Bombay on the day and year first hereinabove written.

SIGNED AND DELIVERED by the withinnamed "OWNERS"	] ]
1. MR. BRUNO A. CARDOZO	J
2. MR. PERCY A.CARDOZO	I WAR THE A STREET GARBOIG
3. MS.NORA M.CARDOZO	7
4. M.S. SIRA D. CARDOZO	
5. MR.MERVYN J.CARDOZO	Authorited Signatories
6. MS.ZITA F.CARDOZO	1
O. MD. BITA F. CAMDOBO	•
in the presence of	] ] .
1. * Molumi	
2. A Course	
SIGNED AND DELIVERED by withinnamed "PURCHASER	. // / )
in the presence of	
WITNESSES:	
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	aller,

## JEROME F. SALDANHA

L L, f

Advocate & Notary High Court, Bombey 4. Brightlands
195, Turner Road
Bandra [ West ]
Bombay - 400 050
Tel.: 542 95 64
640 49 05
Fex: 641 01 80

## TO WHOMSOEVER IT MAY CONCERN

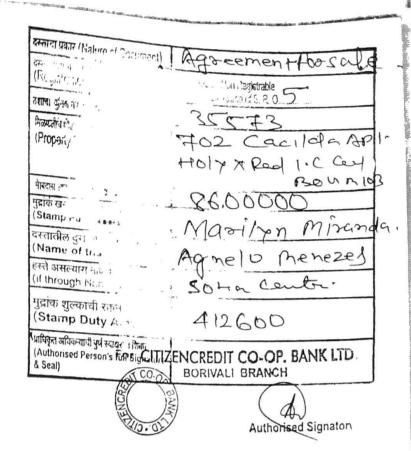
THIS IS TO CERTIFY that I have investigated the title of (1)MR.BRUNO A.CARDOZO, (2)MR.PERRY A.CARDOZO, (3)MS.NORA M.CARDOZO, (4)MS.SIRA D.CARDOZO, AND (5)MS.ZITA F.CARDOZO, (hereinafter referred to as the "said Owners) to the property more particularly described in the Schedule hereunder written and hereinafter for brevity sake referred to as the "said Property".

By a Deed of Conveyance dated 23rd November, 1960, MRS.CACILDA CASSIANA CARDOZO, the mother of Owners herein had purchased the said property from (1)MR.PADMAN PANDU PATIL AND (2)MR.MANIK BARIK PATIL.

The said Mrs.Cacilda Cassiana Cardozo, died at Mumbai on 28.11.1974, leaving behind the Owners herein as her only heirs and legal representatives.







#### **AGREEMENT FOR SALE**

Articles of Agreement made at Mumbai this 24TH day of FEBRUARY 2012, between 1) MR. AGNELO MENEZES AND 2) MR. FRANCIS MENEZES, both adults, Indian Inhabitants of Mumbai, are owners of Flat No. 702, on the 7th Floor, "CACILDA" Co-op. Housing Society Ltd, situated at Survey No. 119, CTS No. 10 1000/1,1000/2, 1003, Holy Cross Road, I. C. Colony, Borivali (W), Mumbai 400 103, hereinafter called 'Transferors' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) of the One Part, AND, 1) MRS. MARILYN MIRANDA, AND 2) MR. KEVIN MIRANDA, both adults, Indian inhabita presently residing at A/301, AKSHITA AVENUE CHS Ltd., situated at Holy Costs Road, I. C. Colony, Borivali(W), Mumbai 400 103 hereinafter called the Transfer (which expression shall unless it be repugnant to the context or meaning, the mean and include their heirs, executors, administrators, and assigns) of the Others

Cont... on pg., 2

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**Transferors** 

Part.

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CITIZENCREDIT CO-OP. BANK LTD., I.C. COLON BORIVALI BRANCH BANK LTD., I.C. COLON

## WHEREAS

By virtue of an agreement dated 20<sup>th</sup> July 2000, vide registration no. PRDE 5310,2000 dated 1419 2000 entered into between 1) MR. BRUNO A. CARDOZO, 2) MR. PERCY A. CARDOZO, 3) MS. NORA M. CARDOZO, 4) MS. SIRA D. CARDOZO, 5) MERVYN J. CARDOZO & 6) MS. ZITA F. CARDOZO, all Indian Inhabitants, having their address at "Agnela Villa", Room No. 1, Mount Poinsur, Borivali (W) Mumbai 400 103 therein referred to as "Builder" of the ONE PART AND 1) MR. AGNELO MENEZES, AND 2) MR. FRANCIS MENEZES therein referred to as "THE FLAT PURCHASERS" of the OTHER PART, purchased and acquired the Flat premises, being Flat No. 702, on the 7th Floor, in "CACILDA" Co-op. Housing Society Ltd., consistency of 2 bed room hall kitchen flat situated at Survey No. 119, CTS No. 1000, 1000/1,1000/2, 1003, Holy Cross Road, I. C. Colony, Borivali (W), Mumbai 400 103, from the said BUILDERS and paid proper consideration thereof and took possession thereof.

The Transferors are in use, occupation and possession and/or otherwise well and sufficiently entitled to a Flat No. 702, on the 7<sup>th</sup> Floor, in "CACILDA" Co-op. Housing Society Ltd., situated at Survey No. 119, CTS No. 1000, 1000/1, 1000/2, 1003, Holy Cross Road, I. C. Colony, Borivali (W), Mumbai 400 103 (herein after for the sake of brevity referred to as "the said flat").

spect of the said building is AND WHEREAS a Co-operative Housing Society KHSG/TC/12304/2003formed and registered bearing Registration 2004/2003 and is know as "CACILDA" જેલં<del>લા</del> Ltd., (herein after called the said Society)

wand share holding five shares AND WHEREAS the transferors are a me of Rs. 50/- (Rupees. Fifty only) each, bearing translation (both inclusive) having share Certificate No. 020 of the Cacilda CHS Ltd.

AND WHEREAS the Transferees have approached the Transferors to transfer, convey and assign all their rights, title, and interest in and in respect of the said flat as the holder thereof and all other rights, including right of the occupation or incidental to the same, which the transfe

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Transferors

AND WHEREAS the parties herein are desirous of recording the terms and conditions of the sale transaction, transfer and assignment of right, title and interest of the transferors as the holder in respect of the said flat on the terms and conditions hereinafter appearing.

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

- the Transferors shall sell, transfer, assign and assure and the Transferees shall purchase and acquire the said flat i.e. Flat No. 702, admeasuring approximately 850 sq. ft. Super Built-up Area, of the building known "CACILDA" Co-op. Housing Society Ltd, situated at Survey No. 119, CTS No. 1000, 1000/1,1000/2, 1003, Holy Cross Road, I. C. Colony, Borivali (W), Mumbai 400 103 including 5 Shares of Rupees Fifty each, for total consideration of Rs. 86,00,000/- (Rupees Eighty Six Lakhs Only) payable by the transferees in the following manner.
  - a) The Transferees has paid an amount of Rs. 10,00,000/- (Rupees Ten Lakhs Only) vide Cheque No. 017246 dated 22 FEBRUPRY 2012 Drawn on HDFC Bank LTD., I. C. Colony, Borivali (W) Mumbai on or before the execution of this agreement.

b) The Transferees shall pay BALANCE amount of Rs. 76,00,000/- (Rupees Seventy Six Lakhs Only) on or before 15 cays from the date of execution of this agreement.

2. On receiving the full consideration as afforesaid the Transferors shall immediately put the Transferees that and a peaceful possession of the said flat and shall surrender their right, the transferees in respect of the said flat and the said shares in favour of the Transferees. The Transferees shall be entitled to quietly enter, occupy, possess and enjoy the said flat together with fittings, fixtures and other amenities attached thereto absolutely, for themselves without any let or hindrance.

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Transferees

**Transferors** 

 $_{\rm IN}$  WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their  $_{\rm respective}$  hands and signatures the day and the year first herein above written.

## SIGNED AND DELIVERED

by the Within named TRANSEFRORS

1) MR. AGNELO MENEZES

PAN: - AFNPM 4198K

2) MR. FRANCIS MENEZES

PAN: - APBPM 6625D

In the presence of GLEN CRASTO





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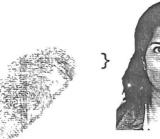


#### SIGNED AND DELIVERED

by the within named Transferees

1) MRS. MARILYN MIRANDA

PAN: - ACVPM3260H



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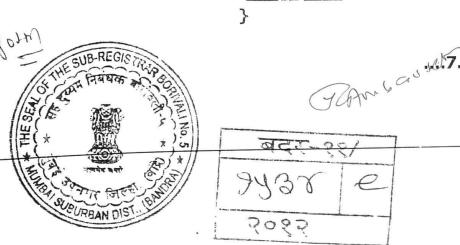
#### 2) MR. KEVIN MIRANDA

PAN: - ACEPM 7386 D

in the presence of







#### RECEIPT

Received with thanks from 1) MRS. MARILYN MIRANDA AND 2) MR. KEVIN MIRANDA an amount of Rs. 76,00,000 /= /- (Rupees Seventy Six Lakhs Only) towards the part payment for sale of Flat No. 702, on the 7<sup>th</sup> Floor, in "CACILDA" Co-op. Housing Society Ltd, situated at Holy Cross Road, I. C. Colony, Borivali (W), Mumbai 400 103

			Mullibai 400 10.	)
Sr. No.	Cheque No.	Dated	Drawn on	Amount (INR)
	495221	24 FEB 12	HDFC BANK BORIVLI (W)	44,00,000/2
	017247	24 FEB 12	HDFC BANK BORIVLI (W)	19.00.000
	342608	24 FEB 12	IDBI BANK BORIVLI (W)	11.000,000 =
	495222	25 FEB 12	HDFC BANK BORIVLI (W)	2.00,000
			Total	76,00,000

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1) MR. AGNELO MENEZES



2) MR. FRANCIS MENEZES

**TRANSFERORS** 





#### STATE BANK OF INDIA

#### EDUCATION LOAN (03/17)

#### APPLICATI

[PLEASE COMPLETE ALL PARTICULARS IN BLOCK LETTERS AND TICK (V) OPTIONS WHEREVER APPLICABLE]

CIF NO (FOR OFFICE USE)

ACCOUNT NO. (FOR OFFICE USE)







	(I) PERSO	NAL INFORM	JC	LICABI
	PARTICULARS	STUDENT	FATHER / HUSBAND	CO-BORROWER / GUARANTOR
	RST NAME	ATHARVA	YOGESH	AMITA
	IIDDLE NAME	YOGESH	MAMALAP	YOUESH
		AMBARDEKAR	AMBARDEKAR	AMBARDEKAR
	ATHER'S / HUSBAND'S FIRST	1	MAMANA	YOUESH
	ME STREET	YOUESH		MAMALAP
	ATHER'S / HUSBAND'S DLE NAME	MAMALAD	RAMCHAMDRA	
	ATHER'S / HUSBAND'S LAST	AMBARDEKAR	AMBARDEKAR	AMBARDEKAR
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	ATE OF BIRTH /MM/YYYY)	27/04/2000	19/06/1966	19/10/1970
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	CASTE CATEGORY	SC / ST / OBC / GENERAL / OTHERS	SE / ST / OBG / GENERAL / QTHERS-	SE / ST / OBC / GENERAL / OTHERS
	GENDER	MALE / FEMALE / THIRD GENDER	MALE / FEMALE / THIRD-GENDER	MALE / FEMALE / THIRD-GENDER
	MARITAL STATUS	SINGLE / MARRIED	MARRIED	SINGLE / MARRIED
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	MARKS OBTAINED IN	68.36	NA	NA
	HEST QUALIFICATION %		SERVICE	House Wife
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<u> </u>	s.) 7. PAN NO.*	ELIPA9791P	ABVPA 4170B	AIPPA 3514 L
_	3. AADHAAR NO.*	819028783008	398606460168	749996406798
(0	9. PASSPORT NO. COMPULSORY FOR STUDIES BROAD)	74202205	Z4123899	74122247
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2 (I L	1. PRESENT ADDRESS HOUSE NO., ROAD NAME, OCALITY, CITY, PIN CODE, ISTRICT, STATE)	TOZ, CACILDA SO. HOLY (ROSS Rd. 3.C. COLONY BORIVALI (W) MUMBAI (100103	TO2, CACILDASO. HOLY (ROSS Rd. J.C. COLONY BORIVALICW) PIN-400103	MOLY CROSS Rd.  9.C.COLONY BORIVALI  (W) MUMBAI 400103

Page 1 of 4



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## Shaikhfurkan 16 @ gmail·com