

Address
Ref. No.
Transfer of
WITHIN MENTIONED

Rs 17850/- Seventeen Thousand Eight Hundred and Fifty only

GENERAL STAMP OFFICE
EXTENDED SALES COUNTER
MMRDA BLDG. BANDRA (E)
MUMBAI - 400 051
MAH/GSO/010

INDIA
281993
0017850/-
-E.S.2002
00047
MAHARASHTRA
71066193273

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DY. SUPERINTENDENT OF STAMPS,
BANDRA.

सदर इच्छासे मिरासाहेब व... १२१
क. ६५, ०००/- चेते मसुने लागत कमी
मरणाचा आदेशाने मरणाक शुद्धक प... १९,०००/-
दंड २,०००/- मरणाक लागत मसुने शुद्धक
करणवात माहेले आहे. २११२/१५.११/२००३
दि. ३१/१२/२००३
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सदर इच्छासे मिरासाहेब व...

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT is made & entered into at Mumbai, on 8th day of May 2002, BETWEEN SHRI PANKAJKUMAR KANTILAL MODI, adult, Indian Inhabitant, Residing at flat No. C-43, on 4th floor, in "C" Wing of the building known as "MODINAGAR ADARSH CO-OP. HOUSING SOCIETY LTD.", situated at Mathuradas Road, Kandivali (West), Mumbai - 400 067, herein after called and referred to as "THE VENDOR/TRANSFEROR" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators, legal representatives and/or assigns) of the ONE PART.

A N D

(1) SHRI BANDISH PANKAJ SHAH & (2) SHRI PANKAJ MANGALDAS SHAH, both, adults, Indians Inhabitant, presently residing at flat No. C-44, Modi-Nagar, Mathuradas Road, Kandivali (West), Mumbai - 400 067, herein after called and referred to as "THE PURCHASERS/TRANSFEREES" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their heirs, legal representatives, administrators, executors, and/or assigns) of the OTHER PART.



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AND WHEREAS by an Agreement for sale dated 1st December 1980, made and entered between SHRI SHANTILAL AMRATLAL MODI, Trustee of Dhurabhai Arogya Bhuvan Trust, a public Trust registered at Sr. No. 2867, at Bombay, under the Bombay Public Trust Act, 1950, therein referred to as the "DEVELOPERS" of the One part, AND SHRI PANKAJKUMAR KANTILAL MODI of Bombay, therein referred to as "The Purchaser" of the Other Part, and the latter agreed to purchase and acquire a Flat No.C-43, on 4th Floor, Admeasuring 438 Sq. Feet Built up area, in 'C' Wing of the Building known as "MODINAGAR ADARSH CO-OP. HOUSING SOCIETY LTD.", situated at Mathuradas Road, Kandivali (West), Mumbai - 400 067, from the said Developers/promoters and paid them full and final consideration for the same, and took the possession from them.

AND WHEREAS the said Agreement for sale dated 1st December 1980, was lodged for registration under the serial No. P-387, on 26th March, 1981, with Joint Sub- Registrar-IV, Bombay (Bandra), and it is registered under the Serial No. P-387 of 1981 on 16-6-1985.

AND WHEREAS all the flats & units purchaser of the said Building, have form the society under the name and style "MODINAGAR ADARSH CO-OP. HOUSING SOCIETY LTD. (Proposed) and got it registered under the name and style "MODINAGAR ADARSH CO-OP. HOUSING SOCIETY LTD.", which is registered under the provision of the Maharashtra Co-operative societies Act, 1960, under the Registration No.BOM/WR/HSG.(TC) 1079-83/84 dated 22-11-1984, (hereinafter referred to as the said society) and also acquired 5 (five) fully paid up shares of Rs.50/- each bearing distinctive No 91 to 95 under the share certificate No.19, dated 22nd November 1984, issued by the said society (hereinafter referred to as the said "Share Certificate"), and holding flat No.C-43, on 4th Floor, in "C" Wing of the building known as "MODINAGAR ADARSH CO-OP. HOUSING SOCIETY LTD.", situated at Mathuradas Road, Kandivali (West), Mumbai - 400 067, (hereinafter referred to as the said Flat/premises.)

AND WHEREAS The Vendor herein, is holding all the necessary documents and papers in respect of the said flat, and he undertakes to produce each & every papers & documents along with his original Agreement for sale, Share - Certificate, previous Agreement for sale, N.O. C.



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[Signature]

7. The transfer charges to the society will be borne equally by the Vendor and Purchasers only.

8. The VENDOR shall, immediately upon the execution of all the forms, applications and writings contemplated by Clause No. 2 and receipt of balance consideration amount as in Clause No. 2 (c) herein above appearing, hand over to the PURCHASERS the aforesaid Share Certificate No. 19 issued by the said society. It is hereby expressly agreed by and Between the parties hereto that although the said society might take some time for completing all the formalities for transferring the said shares from the name of the VENDOR to the name of the PURCHASERS, the VENDOR shall immediately upon so handing over to the PURCHASERS the said share certificate cease to enjoy all the rights and privileges of and the benefits available to a member of the said society which rights, privileges and benefits, including the right to occupy the said flat, shall immediately be enjoyed by the PURCHASERS. The Purchasers hereby agrees that after taking the possession of the said flat from the Vendor, they shall become the member of the said society, and shall pay all the out goings and maintenance charges, and all other payable charges regularly in respect of the said flat to the office bearer of the society, and shall abide by all the laws and bye-laws of the society.

9. The Vendor do hereby covenant with the Purchaser that the said flat agreed to be hereby sold is free from encumbrances of any nature whatsoever and that the vendor have full right, absolute power and authority to sell, transfer and assign the said flat to the Purchaser.

10. The Vendor do hereby covenant with the Purchaser that the Vendor shall pay all the taxes, and out goings and balance amount if any, up to the date of possession to the society in respect of the said flat and that if any amount is due from the vendor to the society or any authority for taxes, out goings and by way of payable charges relating to the said flat, the same shall be paid by the Vendor. The Vendor hereby assures to the Purchaser that he shall clear the entire dues and out goings and all other payable Charges, debt, etc. in respect of the said flat up to the date of possession of the said flat.



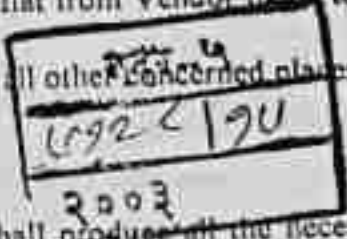
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and after taking the possession of the said flat, the Purchaser shall be liable to pay all the society maintenance, and out goings to the society.

11. The Vendor hereby agrees to sell, transfer and assign all his rights, title and interest and benefits and all other rights or use, occupation, possession, etc. in respect of the said flat to the Purchaser, and after taking the possession, the said Purchaser shall be entitled to hold, possess and/or occupy and enjoy the said flat with out any claim or interruption from the Vendor or claiming under him.
12. The Vendor hereby state and declare as under:-
- (i) That he is the absolute owner of the said flat.
 - (ii) That he has paid full price thereof to the promoter/vendor from whom the said Vendor had purchased the said flat;
 - (iii) That when the vendor purchased the said flat at that time he was satisfied with the title of the said flat, as it was clear and marketable and it is even now is clear and marketable.
 - (iv) That there are no dues or liabilities on the said flat.
 - (v) That the Vendor hereby states and declares that, the Vendor hereby undertakes to clear all the liabilities, and debts, and taxes etc. for the period of his use occupation & possession in respect of the said flat.
13. The Vendor hereby further covenant with the Purchaser that upon the payment of full price of respect of the said flat by the Purchasers to the Vendor, the Purchasers shall quietly and peacefully possess and occupy and enjoy the said Flat/Premises without any-let, hindrance, denial, demand, interruption or eviction by the Vendor or any other person or persons lawfully or equitably claiming through under or in trust for the Vendor.
14. The Vendor hereby covenant with the Purchasers that he shall sign any further Agreement, Agreement for sale, affidavits, declarations, applications, request letters, undertaking, indemnity bond, and for transfer of the said flat from Vendor name to the name of said "Purchasers" at the records of society and at all other concerned places.
15. The Vendor hereby further states and declares that he shall produce all the necessary documents and papers in respect of the said flat as and when required by the said



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from the society, and all other Documents and papers, which are required by the Registering Authority or by the laws or by Purchasers or by his Attorney or his Advocate.

AND WHEREAS Relying upon such information given by the VENDOR and believing the said information to be true and correct, the PURCHASERS here in are desirous of purchasing the said flat from the VENDOR alongwith 5 fully paid up shares of the said society held by the VENDOR and the ownership rights and/or rights of occupation of the flat no.C-43, and/or the rights conferred upon the VENDOR by virtue of being the member of the said society which the VENDOR desirous of selling upon the PURCHASERS on the terms and conditions mutually agreed upon.

AND WHEREAS the Vendor herein is in use, occupation, and possession of the said ownership flat bearing Flat No.C-43, on 4th Floor, in 'C' Wing of the Building known as "MODINAGAR ADARSH CO-OP. HOUSING SOCIETY LTD.", situated at Mathuradas Road, Kandivali (West), Mumbai - 400 067, and paying the society's maintenance, and all other payable charge regularly to the society, and all other concern authority.

AND WHEREAS The Vendor has agreed to sell transfer, and assign, the said flat to the Purchasers, and the Purchasers have agreed to purchase and acquire all the right, title and interest of whatsoever nature in respect of the said flat on ownership basis with absolute right of use, occupation, and possession of the said flat, along with the share certificate on the following terms and conditions which are appearing as under

NOW THESE PRESENTS WITNESSES AND IT IS HEREBY AGREED AND BETWEEN THE PARTIES AS FOLLOWS:-



1. The Purchasers/Transferees hereby agreed to purchase & acquire from the Vendors/Transferor all their right, title and interest in the said Flat No.C-43, on 4th Floor, in 'C' Wing of the Building known as "MODINAGAR ADARSH CO-OP. HOUSING SOCIETY LTD.", situated at Mathuradas Road, Kandivali (West), Mumbai - 400 067, for the full & final consideration of Rs.6,51,000/- (Rupees Six lakh Fifty One Thousand Only).

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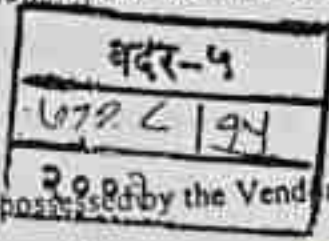
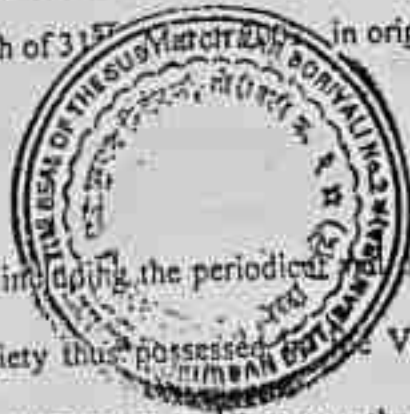
2. The PURCHASERS have paid Rs.1,26,000/- (Rupees One Lack Twenty Six Thousand Only) towards earnest money as consideration by cheque number 245221 dated 29/3/02 March, 2002 drawn on PUNJAB NATIONAL BANK KANDOLI (W) BRANCH. (Name of the Bank), and the VENDOR hereby accepts and admits the receipt thereof.

3. The balance amount sum of Rs.5,25,000/ (Rupees Five Lac Twenty five Thousand Only) shall be paid by the PURCHASERS to the VENDOR on loan disbursement from the Financial Institution from whom the loan is being applied for or by 15th May 2002, whichever is earlier, upon which the VENDOR shall hand over the possession of the said flat to the PURCHASERS. The VENDOR simultaneously shall execute all the forms, applications and writings necessary for completing the transfer hereby contemplated in the manner hereafter appearing. It is hereby agreed that simultaneously an indenture of transfer of the said flat shall be executed.

4. On Receipt of the full and final consideration The Vendor shall hand over the peaceful and vacant possession of the said flat to the Purchaser, along with the original agreement for sale, share- Certificate, other relevant documents and papers, payment receipts of the maintenance issued by the society, Tax receipts, electricity charges bills & all other payments receipts up to the month of 31st March 2002 in origin in respect of the said flat.

5. All the amounts payable by the VENDOR including the periodical and other outgoing in respect of the said flat in the said society thus possessed by the VENDOR as a member of said society, till the date of the VENDOR handing over the possession of said flat to the PURCHASERS, shall be paid by the VENDOR alone. The PURCHASERS shall be liable to pay all such outgoing becoming due from the date of the VENDOR handing over the possession of the said flat.

6. That the said premises agreed to be sold is fully seized and possessed by the Vendor and he has every right to sell that Flat/ premises and the Purchasers have every right to purchase the same.

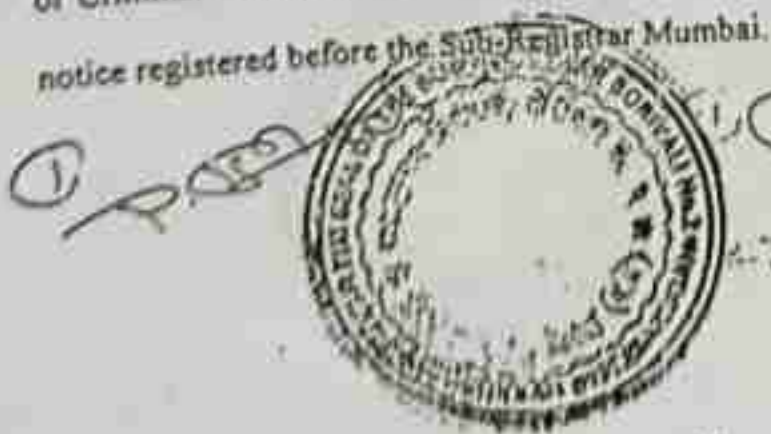


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23. The Vendor or his attorney shall be liable to reply of any question of the purchasers.
24. That the building of the society consists of Ground + 4 floors, and there is NO lift facilities.
25. That the Vendor declared that Vendor have not entered into any Agreement for Sale of the said flat premises with any other person or persons other than Purchasers prior to these present and Vendor hereby declares that title of Vendor to the flat premises is clear marketable and transferable.
26. That the Vendor hereby agreed to sign all such documents, applications and writings as may be required for the purpose of transfer of the abovesaid flat/premises and the benefits thereon as and when it may be demanded by the Purchasers or their Advocates, Attorney as the case may be.
27. That the Vendor shall give the vacant and peaceful physical possession of the said flat premises to the Purchasers after receiving the full and final payment from the Purchasers.
28. The Vendor/Transferor further stated declares that the said flat belongs to him absolutely and that he has not created any right, title or interest in favour of any person or persons by way of tenancy sub-tenancy or has not entered into any Agreement for Sale in respect of the said Flat/ premises.
29. That the said flat premises is not a subject of any suit property. There is not any Civil or Criminal Case pending in any court of law, and also there is not any Lis-pendence notice registered before the Sub-Registrar Mumbai.



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Purchasers for the sanctioning of the loan amount and transfer of the said flat at the records of society, Government and at all other concern places.

16. The Vendor hereby further covenant with the Purchasers that the Vendor shall from time to time at all the time whenever called upon by the Purchasers or their advocate or Attorney to do and execute or caused to be done or executed all such acts, deeds and things whatsoever for perfectly securing the interest of the Purchasers in the said flat agreed to be sold hereby unto and to the use of the Purchasers as shall or may be reasonably required but at the cost of the Purchasers.

17. Both the parties hereby agree that the flat transfer fee, etc. shall be borne and paid by the Vendor and Purchasers equally only.

18. The stamp duty and registration charges if any shall be borne and paid by the Purchasers only, and Vendor shall give his full co-operation for transfer of flat and Registration of the all the documents & papers and shall provide all the necessary documents and papers which are required by the registering authority and/ or Purchasers or by the Advocate.

19. The Vendor shall co-operate with the Purchasers and shall remain present before the Society and all the concern authorities and shall produce all the necessary papers and documents in respect of the said Flat.

20. The Vendor hereby states and declares that the building MODINAGAR ADARSH CO-OP. HOUSING SOCIETY LTD., was completed in the year 1981 by the builder/ Promoters and hence the said building is more than 22 years old.



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21. The Vendor or his attorney shall remain present before all the concern authorities and shall co-operate with the purchasers in all manner, and shall sign and execute all the necessary documents and papers as required by the Purchasers or concern authority.

22. The Vendor or his attorney shall give full co-operation to the purchasers & shall produce all the necessary documents and papers.

① P. B. S. ...
② R. S. ...
③ ...

FINAL - RECEIPT

RECEIVED WITH THANKS a sum of Rs. _____ (Rupees _____)

_____ Only) of and from the within named Purchasers (1) SHRI BANDISH PANKAJ SHAH & (2) SHRI PANKAJ MANGALDAS SHAH, by way of part payment/part consideration before the execution of this Agreement in respect of the sale of the said Flat bearing No.C-43, on the 4th floor, in 'C' Wing of the Building known as "MODINAGAR ADARSH CO-OP. HOUSING SOCIETY LTD.", situated at Mathuradas Road, Kandivali (West), Mumbai - 400 067, the details are as under:

part of it

| <u>Cheque No.</u> | <u>Dated</u> | <u>Amount</u> | <u>Drawn on</u> |
|-------------------|--------------|---------------|-----------------|
| 245221 | 23/3/2012 | 1,26,000/- | |

(subject to realization of the cheque)

I SAY RECEIVED Re. _____

[Signature]

SHRI PANKAJKUMAR KANTILAL MODI
VENDOR

WITNESSES:-

(1)

(2)



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SCHEDULE OF THE PROPERTY

Flat bearing No.C-43, admeasuring 438 Sq. Ft. Built-up area, on 4th floor, in 'C' Wing of the Building known as "MODINAGAR ADARSH CO-OP. HOUSING SOCIETY LTD.", situated at Mathuradas Road, Kandivali (West), Mumbai - 400 067, property lying and being situated at Survey No. 18 (Part), Hissa No. 4 (part), Survey No.19, Hissa No.5, Survey No.19, Hissa No.3 & Survey No.19, Hissa No.6 (part), of the Revenue Village-Kandivali, Vide CTS No. 1183- A Taluka-Borivali, in the Registration District and Sub-District Bandra, Mumbai Suburban District.

In witness whereof the parties hereto have hereunto set and subscribed there unto respective hands and seals the day and year herein above first written.

SIGNED, SEALED & DELIVERED by the)

withinnamed " THE VENDORS")

SERI PANKAJKUMAR KANTILAL MODI) x

in the presence of... AK Bhanumati)

1. I SHAR. K. SHEKHARAHANI

2. Kiran (KIRAN SHAM))
SIGNED, SEALED & DELIVERED by the)

withinnamed " THE PURCHASERS")

SERI BANDISH PANKAJ SHAH &) (1) Bhah

SERI PANKAJ MANGALDAS SHAH) (1) Shamshah

in the presence of... AK Bhanumati)

1. Kiran (Kiran Shah)
WITNESSES

1. I SHAR. K. SHEKHARAHANI

2. KIRAN. A. SHAM

