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22/05/2002

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बांद्रा

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वजाचा प्रकार

करारनामा

करणाराचे नाव

गेंदणी फी

नक्कल (अ. 11(1)), पृष्टांकनाची नुक्कल (आ. 11(2)),

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

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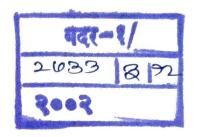
INDIA STAMP DUTY MAHARASHTRA

PROPER OFFICER

OFFICE OF THE JOINT SUB-REGISTRAN

KURLA (CHEMBUR).

4 46.750/ · Suhas Kore

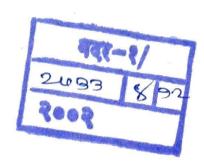


## AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and entered into at MUMBAI this 22 65 2001 BETWEEN: MR.FERNANDES JOSEPH DAVID, Indian Inhabitant of Mumbai, residing at, Flat No. 2365 Build. No. 50 VIJAYDEEP CO-OPERATIVE HOUSING SOCIETY LTD., BANDRA (EAST), MUMBAI 400051, herein after called "THE TRANSFEROR" (which expression shall unless it be repugnant to the context or the meaning thereof shall mean and include his heirs, executors, administrators and assigns) of the ONE PART; AND: SUHAS SHANKAR KORE Adult, Indian Inhabitants of Mumbai, residing at Adharsh 1/303, Mukateshwar Co-op Hsg. Soc, Kharigaon Naka Kalwa (West) Thane 400 605. hereinafter called "THE TRANSFEREE" (Which expression shall unless it be repugnant to the context or the meaning thereof shall mean and include is heirs, executors, administrators and assigns of the OTHER LART,

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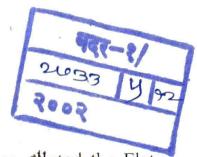
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#### WHEREAS :-

- owner, fully seized and possessed and well sufficiently entitled to a ownership of Flat no.2365 in Bldg.50, in the building known as "Vijaydeep" Co-op Housing Society Ltd., situated at Gandhi Nager, Bandra (East) Mumbai 400 051, what is called "ON OWNERSHIP BASIS" (which is hereinafter referred to as "the said Flat").
- "THE TRANSFEROR" is the bonafide member of THE VIJAYDEEP CO-OPERATIVE HOUSING SOCIETY LTD., a registered society under the Maharashtra Co-operative Societies Act,1960 vide Registration No. Bom/Hsg/1310/83-84 of 5.7.1984 hereinafter referred to as "the said Society", and by virtue of membership in the said Society "THE TRANSFEROR" are holding five fully paid up shares of Rs. 250/- each bearing distinctive Nos. from 0001 to 0005 (both inclusive) under Share Certificate No. 001 issued by the said Society on 11<sup>th</sup> Nov,1990.
- THE TRANSFEROR" declares that his membership in the said Society is valid and subsisting and not terminated by the said Society and he has not received notice of expulsion from the membership of the said Society, or any other notice restraining them from transferring the said Flat.
- 4) "THE TRANSFEROR" further declares that his title over the said Flat is marketable and free from all encumbrances.
- TRANSFEREE" and "THE TRANSFEREE" has agreed to purchase from "THE TRANSFEROR" THE SAID flat of the said Society together with all rights, title interest, benefits, sinking fund amount, shares etc. on the following terms and conditions mutually agreed upon by and between the parties hereto.





"THE TRANSFEROR" had been alloted the Flat No. 2365 situated at Build. No. 50 "VIJAYDEEP" Co-op. Hsg. Society Gandhi Nagar, Bandra (E), Mumbai – 400 051 in the year 1961the sale further confirmed by the Mhada Authority vide letter dated 27.05.1981 and whereas the Transferor till date is fully in possession and according the said premises and well and sufficiently entitled to sell and transfer the same to any of the Purchasers of his choice.

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

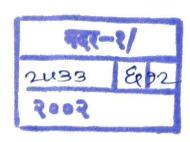
"THE TRANSFEROR" has agreed to sell, transfer and assign to "THE TRANSFEREE" and "THE TRANSFEREE" has agreed to purchase and acquire to purchase and acquire Flat no.2365 in Bldg 50 in the building known as VIJAYDEEP CO-OPERATIVE HOUSING SOCIETY LTD., situated at Bandra (West), Mumbai – 400 051, together with all rights, title, interest, benefits, sinking fund amount, shares, etc. at the lump sum price of Rs. 11,00,000 (Rupees Eleven lakhs only)

2) "THE TRANSFEREE" has paid to "THE TRANSFEROR" the sum of Rs. 1,00,000/- (RUPEES ONE LAKH ONLY), on execution of this Agreement, as per the following details mentioned in the receipt hereafter, being the part consideration amount (the payment and receipt "THE TRANSFEROR" hereby admits and acknowledges).

the balance consideration amount of Rs. 10,00,000/ (Rupees Ten lakh ONLY), on or before 15.06.2002 against getting the vacant and peaceful possession of the said Flat.



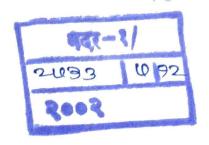
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- 4) "THE TRANSFEROR" shall hand over to "THE TRANSFEREE" the vacant and peaceful possession of the said Flat on or before 15.06.2002 against receiving the full consideration amount.
- THE TRANSFEROR" hereby declares that he has in no way created any charge, claim or lien on the said Flat and that the said Flat hereby agreed to be sold is free from all claims, charge, lien, mortgage and encumbrances. Should there be any claim from any person or persons against the said Flat, "THE TRANSFEROR" doth hereby agree and undertake to indemnify "THE TRANSFEREE" against such claims.
- 6) "THE TRANSFEREE" is entitled to become the member of the said Society and also agreed to abide by the Rules, Regulations and Byelaws of the said Society.
- THE TRANSFEROR" agrees and undertakes to sign and execute all acts and deeds including Sale Deed, Affidavits, Declarations, Undertakings, etc. in favour of "THE TRANSFEREE" and/or in favour of the Society and/or in favour of other Government Semi-Govt. authorities for effective transfer of the said Flat and all incidentals thereof in the name of "THE TRANSFEREE".
- THE TRANSFEROR" agrees and undertakes to get the said Flat transferred in the records of the said Society in the names of "THE TRANSFEREE" and transfer charges or donations payable to the said society will be borne and paid by "THE TRANSFEROR" and "THE TRANSFEREE" in equal proportion.
- arrears and outgoings like Maintenance, Municipal Taxes, Water Charges Electricity charges, funds etc. pertaining to the said Flat till the date of possession of the said Flat and there after such charges will be paid by "THE TRANSFEREE" only and both the parties keep indemnified each other in this respect.



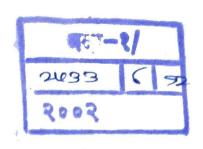
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- 10) "THE TRANSFEROR" shall hand over to "THE TRANSFEREE" the original papers and documents pertaining to the said Flat on completion of transaction of sale.
- 11) "THE TRANSFEROR" hereby declares that there are no prohibitory order by any Government and/or Local Authority or injunction by any Court restraining them from handing over and /or transferring these said Flat. "THE TRANSFEROR" further declares that no attachment has been levied on the said flat.
- 12) "THE TRANSFEREE" shall pay the necessary stamp duty as leviable by the concerned Government authority on this Agreement and shall also pay the Registration Fees payable under Indian Registration Act.
- 13) "THE TRANSFEROR" doth hereby convenant with "THE TRANSFEROREE" that "THE TRANSFEREE" shall quietly and peacefully possess and occupy and enjoy the said Flat 2365 without any let hindrance demand, interruption or eviction by the Transferor or any other person or persons lawfully and equitably claiming through under or interest in trust for the Transferor
- "THE TRANSFEROR" agrees to relinquish all the right, title interest and benefits of any nature whatsoever, in respect of the Shares and the aid flat in favour of "THE TRANSFEREE" absolutely.
- 15) "THE TRANSFEROR" further declares that on completion of the transaction. He shall not have any remedy, right, title or interest of whatsoever in or to the said shares and the said flat and "THE TRANSFEREE ushall be exclusively entitled to the benefits of the said flat.
- 16) "THE TRANSFEROR" doth hereby authorise the Society to transferor to "THE TRANSFEREE" all the deposits and the said flat.



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## SCHEDULE OF PROPERTY

Bldg 50/Room No.2365, admeasuring 225 sq.ft. Built-up area, on in the building known as VIJAYDEEP CO-OPERATIVE HOUSING SOCIETY LTD., situated at C.T.S No 647 of village Bandra (East) Gandhi Nagger, Mumbai 400 051.

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

|   |             | ande!  |
|---|-------------|--|
| SIGNED AND DELIVERED by the Within named TRANSFERORS FERNANDES JOSEPH DAVID In the presence of 1.  2. AVINASH FERNANDES | )<br>)<br>) | - por en |
| SIGNED AND DELIVERED by the Within named TRANSFREES SUHAS SHANKAR KORE In the Presence of 1                             |             | Surl.  |
|   |             |  |

<sub>विजय-</sub>दीप को-ऑप <sub>हौसिंग</sub> सोसायटी लि.

### GANDHI NAGAR **VIJAY-DEEP CO-OPERATIVE** HOUSING SOCIETY LTD.

| गांधी नगर, बांद्रा (पूर्व), मुंबई - ४०० ०५१.       |              |
|--|--------------|
| नों.क्र.बी.ओ.एम. (डब्ल्यु-एच/ई) हौ.(ओ. एच.) १३१०/८ | <b>३-८</b> ४ |

Gandhi Nagar, Bandra (E), Mumbai - 51. Redg. No. Bom (W-H/E) Hsg (Oh) 1310/83-84

Ref. No. ....

Date: 29-09-2021

To. The Branch Manager, State Bank of India Branch: Vashi Turbhe, Navi Mumbai

Dear Sir/Madam.

Sub: Permission to create mortgage of Residential Flat No. 2365, admeasuring built up area 212 sq.ft. on the Ground Floor of the building No. 50 known as, Vijay-Deep Co-operative Housing Society Ltd. Bandra East, Mumbai -400 051.

Mr. Suhas Shankar Kore is owner of Residential Flat No 2365 and he is also holding 5 shares of the society (Nos 0001 to 0005) which were allotted to him as per the byelaws of the society vide share certificate no 1.

We are aware of that Mr. Fernandes Joseph David has sold the above residential flat to Mr Suhas Shankar Kore vide registered agreement dated 22/05/2002.

Further, we also do hereby state that we are undergoing the process of Cluster Re-development of our Society Building and the same can effect anytime. We have no objection for Mr. Suhas Shankar Kore, creating equitable mortgage in your favour of the above residential flat subject to Redevelopment of Society Building. All outgoings in respect thereof are paid up to date, there are no dues to the society and the said flat is free from encumbrances as per our records. We also confirm that we will note your lien upon the aforesaid Flat in our records.

We undertake not to affect any other or further transfer/record any lien or charge other than in favour of State Bank of India in respect of the said flat and the relative shares referred to above. We also confirm that the said residential flat is not subject to any encumbrance, charge or liability of any kind whatsoever and that the entire flat is free and marketable.

We also confirm that we have not issued any other NOC in respect of the above Flat to any other Financial Institution.

Yours faithfully,

For Gandhinagar Vijay Deep Co-op Hsg. Soc. Ltd., For Gandhipagar Vuay-Deep CHS Ltd

Hemchandra B. Patil

Hope Secretary

