2 2 MAR 1999



भाषती हपंता थे. शेलाली वरवादा धारक हुङ्कोत विकेता वामांक-4010 है जवार तरह दल खी होता Range of the Comment of the Comment पांचा न्यादिकेसर ग्रुप्तांत पेपर विकास.

H. J. Bleaude

and the fedfor farmed the thinkers, raying the address Married Charles Colored Colors, Colored a gate, Barrier (E).

Manufact threat extract for the Control Parker & 12 months Timbe material man () 2 3 4 2 1 7 m n g g the expension to the contest of bearing thereof the

THIS AGREEMENT FOR SALE is made and entered into at Mumbai, this 2 day of Taly 1999 BETWEEN MR. MOHAMMADALI HASAMBHAI CHARANIA adult, Indian Inhabitof Mumbai, residing at Flat No.004/C-10/Sector VIII. Shantinagar. Mira Road (East). Ihane hereinafter called the "YENDOR/IRANSFEROR" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the ONE PART

AND Smt. LAXMI RAMCHANDRA NAIDU

adult Indian Inhabitant of Mumbai, having her address Razzak Chawl, Behram Nagar, Nalwala galli, Bandra (E), Mumbai hereinafter called the "PURCHASER/ IRANSFERE (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators and assigns) of the OTHER PART.

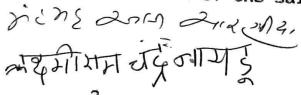
WHEREAS by an Agreement dtd. 20/11/90 entered into between M/s SHANTISTAR BUILDERS having its office at 8 Tulsiani Chambers, Nariman Point, Mumbai referred as the Builders therein and one D.R. Khanna referred as the Purchaser therein (hereinafter called the Ist Purchaser) and the said Builders agreed to sell to the Ist Purchaser and the Ist Purchaser agreed to purchase from them a flat being flat No. 004 on the Ground floor in building No.C-10, Sector VIII of Shantinagar Housing Complex at Mira Road (East), Dist. Thane, admeasuring 390 Sqft. at the price and on the terms and conditions mentioned therein on the land more particularly described in the schedule written hereunder and exempted by the Govt of Maharashtra under section 20 of the Urban Land (Ceiling & Regulation) Act, 1976 for the construction of houses for the weaker section of the society.

AND

The said original Agreement dtd. 20/11/90 is lodged for registration at the office of the Sub-Registrar of Assurances at Mumbai under No. 9629/90 on 21/11/90.

AND

The said Ist purchaser paid entire purchase price of the said flat to the said builders as per the agreement recited hereinbefore and the said builders admitted and confirmed that no amount is due and payable by the Ist purchaser in respect of the said flat and the Ist purchaser taken actual possesion of the said flat.



nemath By an Agreement dtd. ___March., 1994 entered between Ist purchaser and the Vendor herein the Vendor herein purchased and acquired all rights, title and interest in respect of the said flat at and for the total consideration setout therein and paid entire consideration as per the agreement and taken effective possesion of the said flat and was and till this day is in occupation of the said flat.

AND

The Vendor has agreed to sell to the Purchaser and the Purchaser have agreed to purchase from the Vendor the said flat being <u>flat No. 004 on the Ground floor in</u> building No. C-10, Sector VIII of Shantinagar Housing Complex at Mira Road (East), Thane, with the fixtures, fittings and amenities provided therein by the builders for the agreed consideration of Rs. 2,60,000/-(Rupees TWO LAKH SIXTY THOUSAND ONLY) and the parties hereto are desirous of executing this agreement for sale in respect thereof.

AND

agreement shall always be subject to the provi-This sions of Maharashtra Ownership Flats Act, 1963 and the Rules made thereunder.

AND

The Vendor is legal and lawful member of the "AMIT SHANTINAGAR" CO-OPERATIVE HOUSING SOCIETY LTD. a society of the premises in the building referred to hereinabove and registered under the provision of M.C.S. Act, 1960 under No. T.N.A / (T.N.A.)/HSG/TC/_____/19_______DTD.________ with its registered office at the same building and WHEREAS such member is registered share holder of five fully paidup shares bearing distinctive Nos. from________to________(both inclusive) for the total face value of Rs.250/- of the said society standing in his name AND WHEREAS such member and share holder the Vendor has full right and interest and ownership and possesion of the said flat in the said society's building situated at Mira Road (East), Dist. Thane.

AND

The Purchaser is desirous of acquiring the said shares and rights of the said flat with all deposits and contributions made by the Vendor or his predecessor with various local authorities including B.S.E.S. LTD for the beneficial, enjoyment and occupation of the said flat.

मसमीरामनद्वायह

AND

The Vendor has agreed to sell, assign and transfer to the Purchaser all the said shares and rights of the said flat and handover vacant possesion of the said flat to the Purchaser at and for the total consideration of Rs. 2,60,000/-(Rupees TWO LAKH SIXTY THOUSAND ONLY) with all deposits and contributions made by the Vendor or his predecessor with various local authorities including B.S.E.S LTD., for the beneficial, enjoyment and occupation of the said flat.

AND

The Purchaser has agreed to purchase the said shares and rights of the said flat with all deposits and benefits thereof at and for the total consideration as aforesaid and to get the membership and the said shares transferred in her name with permanent right of use and occupation of the said flat.

: NOW THIS INDENTURE WITNESSETH AS UNDER:

1. The Vendor shall sale, assign and transfer all the said shares and rights of the said flat with all deposits and benefits thereof to the Purchaser at and for the total consideration of Rs. 2,60,000 /- (Rupees TWO LAKH SIXTY THOUSAND DNLY) and the Purchaser shall pay to the Vendor entire amount of agreed consideration of Rs. 2,60,000/- (Rupees TWO LAKH SIXTY THOUSAND DNLY) in the following manners:

20 20 21 212/ et for 112/5

Rm. 1,00,000/-- The Purchaser shall pay to the vendor on/or before execution hereof as and by way of part payment of agreed consideration.

RM. 1.60.000/- The Purchaser shall pay to the minimum vendor on/or before _____as balance amount of agreed consideration.

The vendor doth hereby admit and acknowledge to have received the said sum of Rs. 1.00.000/- (Rupees DNE LAKH only) being part payment of agreed consideration and the Vendor shall acquit, release and discharge every part thereof to the Purchaser forever only on receipt of the balance amount of agreed consideration. 2. The Vendor declares that all amounts pertaining to the said flat and the said shares are fully paid up and no dues of any nature whatsoever in respect thereof are payable to the said builders or his predecessor or the said society and also agrees and undertakes to pay all dues if any to the said society or any other authorities including the difference of stampduty, registration charges, municipal and assessment taxes or any penalty thereof.for the period till the possession of the said flat is handedover to the Purchaser and thereafter she will not be liable for the same.

12/2/12/2014 01/2/3/2012/3

, es grant may be a filled

- 3. The Vendor declares that he has obtained necessary permission from the said society as required under the Rule 40 (a) of the bye-laws of the said society to transfer all her rights, title and interest in respect of the said flat including shares and deposits in favour of the Purchaser and agrees and undertakes to co.operate and assist with the Purchaser for perfectly and effectively transferring the same flat with all benefits thereof unto the Purchaser.
- 4. The Vendor declares that he has full right and absolute power and authority to sell, assign and transfer to the Purchaser all his rights, title and interest in respect of the said flat and that no other person or persons has/have any right title and interest or claim or demand of any nature whatsoever into over upon the said flat or any part thereof either by way of sale, exchange, mortgage, gift, trust, lien or tenancy or otherwise over the said flat and the said flat is ab solutely free from all attachments and encumbrances beyond reasonable doubts and hereby agrees and undertakes to indemnify and keep indemnified to the Purchaser against all such acts, actions, claims, demands, proceedings, costs and expenses arising from any third person or persons relating to the said flat.

2012 2011 2112 30 MIN 21 30

- 5. The Vendor hereby agrees and undertakes that immediately on receipt of the balance amount of agreed consideration as mentioned in clause (1) herein he will handover peaceful vacant possession of the said flat to the Purchaser alongwith all relevant documents including bills, receipts, vouchers, correspondence etc. standing in his name and received from his predecessor and also agrees to handover the original agreement for sale when received by him duly registered.
- 6. The Vendor declares that on given possession of the said flat to the Purchaser the Purchaser shall be exclouive owner of the rights, title and interest in respect of the said flat which the vendor has in the said flat and then the Purchaser shall peacefully hold possess, occupy and enjoy the said flat without any let or hindrance or denials or demand or interruption or eviction or claim by the Vendor or any other person or persons law fully or equitably claiming through under or intrust of the Vendor.
- 7. The Vendor hereby agrees and undertakes to execute all further agreements, conveyance, affidavits undertakings and forms etc. in favour of the Purchaser as and when required by the Purchaser and or the said society for perfectly and effectively transferring the said flat with all benefits there of including all amount standing to the credit of the Vendor in the records of the said society to wards deposits loan, stock bonds, sinking funds, dividend etc. unto the Purchaser.

मंद्रीराम्बर्दिकार्य

8. This agreement has been concluded between the park ties hereto on the basis of the representation of the vendor that his agreement under the original agreement of his predecessor with the builders for purchase of the said and his membership with the said society are valid and subsisting and no notice of requisition or acquisition of the said flat or termination of membership has been received by him. The Purchaser declares that she has inspected all the documents in respect of the said flat and fully satisfied thereof.

9.All expenses incidental to this agreement including transfer charges, stmapduty, registration charges etc., if any payable on this agreement shall be borne and paid by the Purchaser only who shall also be liable to pay all outgoings in respect of the said flat as and when due for the payment henceforth.

: THE SCHEDULE OF THE PREMISES REFERRED TO ABOVE flat No. 004 on the Ground floor in building No. C-10. Sector VIII of Shantinagar Housing Complex at Mira Road (East), Dist. Thane, on all that piece and parcel of leasehold land lying being and situate at village Mira Bhayandar in Taluka Thane and within the limits of Mira Bhayandar Muncipal Council and in the Registration district and Sub- District of Thane and bearing Mira-Bhayandar survey No.210/211 (part).

metali 27 Heigo 112/3

IN WITNESS WHEREOF the parties hereto and hereunto set and subscribed their respective hands to these presents on the day and the year first hereinabove written.

SIGNED & DELIVERED by the withinnamed VENDOR/TRANSFEROR

MR. MOHAMMADALI HASAMBHAI CHARANIA

In the presence of

mismi 2nd 212 1121

SIGNED & DELIVERED by the

withinnamed PURCHASER/TRANSFEREE

Smt. I.AXMI RAMCHANDRA NAIDU

In the presence of