





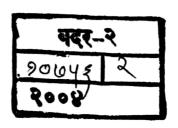
### **AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE is made and entered into at MUMBAI 2414 November, 2004: BETWEEN (1) Mr.Harry Crasto Mrs. Precilla H. Crasto, Indian Inhabitants of Mumbai, residing at Flat No.601, 6th Floor, Nandadeep CHS Ltd., Off 4th Road, MG Road, Goregaon (West), Mumbai 400 062, hereinafter called TRANSFERORS" (which expression shall unless it be repugnant to the conext or the meaning thereof shall mean and include their heirs, executors, administrators and assign) of the ONE PART: AND (1) Mrs. p Rekha H.Shastri & (2) Mr.Harshvardhan Ram Shastri, Indian Inhabitant of Mumbai, residing at 1-C/504, Neighbourhood, Lokandwala Township, Kandivali (East), Mumbai 400 101, hereinafter called TRANSFEREES" (which expression shall unless it be repugnant to the context or the meaning thereof shall man and include their heir executors, administrators and assigns);

### WHEREAS:

By an Article of Agreement dated 31st March, 1990 BETWEE Messrs. DATTANI CONSTRUCTIONS a partnership firm having the office at Laxmi Shopping Centre, 2nd Floor, Vasanji Lalji Lane, Kandivali (West), Mumbai 400 067, therein referred to as "THE DEVELOPERS" the





party of the First Part; and (1) Mr. Harry Crasto & (2) Mrs. Precilla H.Crasto, "TRANSFERORS" herein, therein called "THE PURCHASERS" the MESSRS.DATTANI of said the the Other part; CONSTRCUTIONS agreed to sell and "THE TRANSFERORS" agreed to purchase Flat No. 602, Wing 'A' on 6th Floor in the building known an "SURAJ HEIGHTS", situated at Walbhat Road, Behind Nirlon Ltd., Goregaon (East), Mumbai 400 063, together with all rights, title, interest & benefits and on the same terms and conditions and at the consideration amount mentioned therein.

b. That by virtue of the above purchase "THE TRANSFERORS" become the members of the SURAJ HEIGHTS CO.OPERATIVE HOUSING SOCIETY LTD., & Society registered under the Maharashtra Co.Operative Societies Act, 1960 under Reg. No. MUM/W-P/HSG/TC/10216/98-99 year-99 dated 6.2.1999 hereinafter referred to as "the said Society" and by virtue of membership of the Society "THE TRANSFERORS" are holding five fully paid up shares of Rs.50/- each bearing distinctive Nos. from 166 to 170 under the Share Certificate No.34 by the said Society.

- c. "THE TRANSFERORS" are the sole, absolute and exclusive owners, fully seized, possessed of the well sufficiently entitled to ownership Flat No. 602, Wing 'A", on 6<sup>th</sup> Floor in the building known as "SURAJ HEIGHTS CO.OPERATIVE HOUSING SOCIETY LTD.", situated at Walbhat Road, Behind Nirlon Ltd., Goregaon (East), Mumbai 400 062, what is called "ON OWNERSHIP BASIS" (which is hereinafter referred to as "the said Flat").
- d. "THE TRANSFERORS" declare that their membership is the Society is valid and subsisting and not terminated by the said and they have not received notice of expulsion from the members the said Society, or any other notice restraining them from transiting the said Flat.
- e. "THE TRANSFERORS" further declare that their title over the said Flat is marketable and free from all encumbrances.
  ....3/-



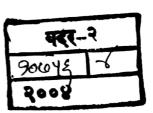


f. "THE TRANSFERORS" have agreed to sell to "THE TRANSFEREES" and "THE TRANSFEREES" has agreed to purchase from the "THE TRANSFERORS" the said Flat No. 602, Wing 'A", and interest in the capital of the Society together with all rights, title, interest, benefits, right to shares etc. on the following terms and conditions mutually agreed upon by and between the parties hereto.

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

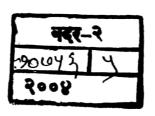
- THE TRANSFERORS" have agreed to sell, transfer and assign to "THE TRANSFEREES" and "THE TRANSFEREES" has agreed to purchase and acquire the said Flat No. 602, Wing 'A', on 6th Floor in the building known as "SURAJ HEIGHTS CO.OPERATIVE HOUSING SOCIETY LTD.", situated at Walbhat Road, Behind Nirlon Ltd., Goregaon (East), Mumbai 400 063, together with all rights, title, interest, benefits, shares etc. at the lump sum price or consideration amount of Rs.13,84,500/-(RUPEES THIRTEEN LACS EIGHTY FOUR THOUSAND FIVE HUNDRED ONLY).
- 2. "THE TRANSFEREES" has already paid to "THE TRANSFERORS" the sum of Rs.5,00,000/- (Rupees five lacs only) [Rs.1,00,000/- (RUPEES ONE LAC ONLY) vide cheque No. 772252 dated 17.11.2004 and Rs.4,00,000/- (RUPEES FOUR LACS ONLY) vide cheque No. 772255 dated 22.11.2004 both drawn on Union Bank of India, Goregaon East Br.] before execution of this Agreement being the part consideration amount, as per the particulars mentioned in the receipt hereafter.
- 3. "THE TRANSFEREES" agrees to pay to "THE TRANSFERORS" the sum of Rs.8,84,500/-(Rupees Eight Lacs eighty four thousand the hundred only) within one month from the date of execution and Agreement being the balance full and final consideration amount and against receiving the vacant and peaceful possession of the said flat.





- "THE TRANSFERORS" shall hand over to "THE TRANSFEREES" the vacant and peaceful possession of said Flat against receiving the full consideration amount.
- 5. "THE TRANSFERORS" hereby declare that they have 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 TRANSFERORS" doth hereby agree and undertake to indemnify "THE TRANSFEREES" against such claims.
- 6. "THE TRANSFEREES" is entitled to become the member of the said Society and also agrees to abide by the Rules, Regulations and Bye-laws of the said Society.
- 7. "THE TRANSFERORS" agree and undertake to sign and execute all acts and deeds including Affidavits, Declarations, Undertakings, etc. in favour of "THE TRANSFEREES" and/or in favour of the Society and/or in favour of other Government/Semi Government authorities for effective transfer of the said Flat and all incidentals thereof in the name of "THE TRANSFEREES".
- 8. "THE TRANSFERORS" agree and under to get "THE TRANSFEREES" admitted as the member of the said Society in place of "THE TRANSFERORS" and get the said Flat transferred in the records of the said Society in the name of "THE TRANSFEREES" and the transferred of the said Society in the name of "THE TRANSFEREES" and the transferred of the said Society in the name of "THE TRANSFEREES" and the transferred of the said Society in the name of "THE TRANSFEREES" and the transferred of the said Society in the records of the said Society in the said Society in the records of the said Society in the records of the said Society in the said Soc
- 9. "THE TRANSFERORS" have paid the Society's dues, arears and outgoings like maintenance, Municipal Taxes, Water Charges, Charges, Telephone bills, funds etc. pertaining to the said Flat the date of possession of the said Flat and there after such charges will be paid the "THE TRANSFEREES" only.





- 10. "THE TRANSFERORS" shall hand over to the "THE TRANSFEREES" the all original papers, share certificate and other relevant documents pertaining to the said Flat on completion of transaction of sale.
- 11. "THE TRANSFERORS" hereby declare that there is no prohibitory order by any Government and/or Local Authority or injunction by any Court restraining them from handing over and/or transferring the said Flat. "THE TRANSFERORS" further declare that no attachment has been levied on the said Flat.
- 12. "THE TRANSFEREES" shall pay the necessary stamp duty and registration fees as leviable by the concerned Government authority on this Agreement.

### SCHEDULE OF THE PROPERTY

Flat No. 602, Wing 'A' on 6<sup>th</sup> Floor admeasuring 82.40 square meters super built-up area in the building known as "SURAJ HEIGHTS CO.OPERATIVE HOUSING SOCIETY LTD.", situated at Walbhat Road, Behind Nirlon Ltd., Goregaon (East), Mumbai 400 063, constructed on all that piece and parcel of land bearing Survey No. 143 Hissa No. 1 and C.T.S.No.552, 552 (1 to 20) at Walbhat Road of Village, Pahadi, Goregaon (East), Taluka Borivali.





IN WITEES WHEREOF the parties berein have set and subscribed their respective hands on the day like war first bereinabove written.

- Jul.

STREED AND DELIVERED by the

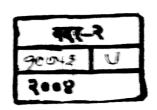
I WAS PEXHA H.SHASTRI &

WE HARSHVARDHANR SHASTR

in the presence of .....







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दुय्यम निबंधक: बोरीवली 1 (मालाड)

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नोंदणीपूर्व गोषवारा

विलेखाचा प्रकार

(2)

बाजारभाव (भाडंपटट्याच्या बाबतीत पटटेदार ते नमूद करावे) पटटाकार आकारणी देतो की 31

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बाजारभावाप्रमाणे मुद्रांक शुल्क बाजारभावाप्रमाणे नोंदणी फी

दस्त निष्पदित केल्याच

 $\Im$ 

भू-मापन, पोटहिस्सा व घरक्र**मांक** 

(असल्यास)

मालमत्तेचे इतर वर्णन

1,384,500.00

1,384,320.00

आधारित आहे

ही माहिती पक्षकारांनी साक्षांकित केलेल्या इनपुट फॉर्मवर

नोदणीसाठी स्वीकारला असा नाही.दुय्यम निवंधक दरत नाकारू शकतात किंवा नियमानुसार योग्य ती अन्य कार्यवाही करु शकतात. ,2)दस्ताची माहिती संगणकावर घेण्यात आली याचा अर्थ दस्त

52980.00

4)क्रमांक 1,2,3,4,5,6 बदल/दुरुस्त्या कराव्यात.
 नसलेला मजकूर खोडाया

मध्ये बदल करता येणार

ন্দ 13845.00

24/11/2004

(1) सिटिएस क्र.: 552

552, सदनिका क्रं. 602, 6 वा माळा, ए विंग, "सुरज हाईट्स को-ऑप. हो. सोसायटी", बांधकाम वर्ष 1990 (1)बांधीव मिळकतीचे क्षेत्रफळ 65.92 चो.मी. आहे. दक्षिणेस गावाची सीमा व पश्चिमेस रेल्वे, र्रे स्टेशन ते दुतगती मार्ग जोडणारा रस्ता, पूर्वेस दुतगती मार्ग, नक्ष्मोच्च गावाची सीमा व पश्चिमेस रेल्वे, सि टी एस नं. (1) वर्णनः विभागाचे नाव - पहाडी-गोरेगाव पुर्व ( बोरीवली उपविभागाचे नाव - 58/271 - भुभाग : उत्तरेस गोरेगांव

आकारणी किंवा जुडी देण्यात

(10) क्षेत्रफळ

(12)

'दरतऐवज करून देण्या-या

असंत तेव्हा

पक्षकाराचे नाव किंवा दिवाणी

ईमारत ने: -; पेठ/वसाहत: -; शहर/गाव: गोरेगाव प, मुं; तालुका: -; पिन: 62; पंन नम्बर: -(2) प्रेसिला - कॅस्टो; घर/फ्लंट ने: वरीलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत ने: -; (1) हॅरी - क्रॅस्टो; घर/प्रलॅट नं: 601; गल्ली/रस्ता: एम जी रोड; ईमारतीचे नाव: नंदादीप सोसा.:

न्यायालयाचा हुकुमनामा किंवा आदेश पेठ/वसाहतः -; शहर/गावः -; तालुकाः -; पिनः -; पॅन नम्बरः -. (1) रेखा एच. शास्त्रीः घर/फ्लॅट नं: 1 सी/504; गल्ली/रस्ताः -; ईमारतीचे नावः नेबरहुङः ईमारत न ्, पेठ/वसाहतः लोखंडवाला टाउनशिपः शहर/गावः कांदिवली पु. मुं: तालुकाः -; पिनः १०१; पॅन नम्बः

(2) हर्षवर्धन राम शास्त्री; घर/फ़्लॅट नं: वरीलप्रमाणे; गल्ली/रस्ताः -; ईमारतीचे नावः -; ईमारत नः

(13)

'दरतऐवज करून घेण्या-या

असल्यास, प्रतिवादीचे नाव व पता

पक्षकाराचे नाव किंवा दिवाणी

असल्यास. वादीचे नाव व पता न्यायालयाचा हुकुमनामा किंवा आदेश

पेठ/वसाहतः -; शहर/गावः -; तालुकाः -; पिनः -; पॅन नम्बरः -:

पूर्व नोंदणी गोषवारा तपासून पाहिला तो बरोबर आहे/त्याच्यात

बदल/दुरुस्त्या कराव्यात.

व नांदणी गोषवा-यामध्ये इनपुट कॉर्म प्रमाणे ज़क डाटा एंट्री करण्यात आली आहे.

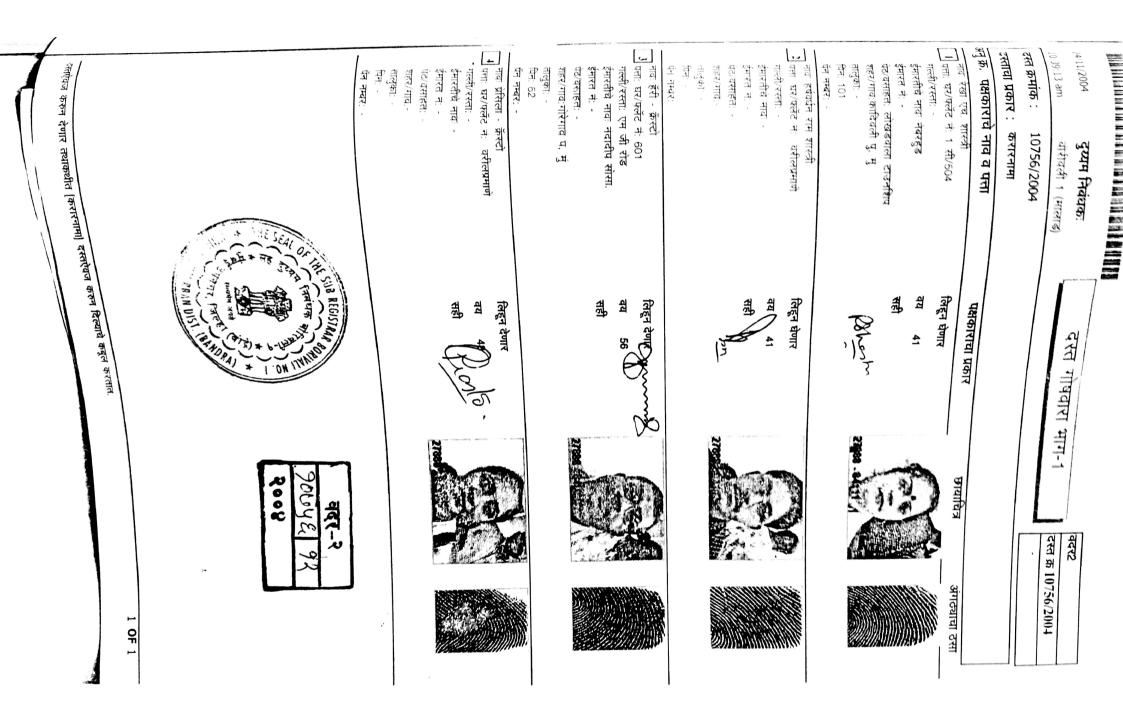
(पक्षकाराची स्वाक्षरी)

(डाटा एंट्री ऑप्रुस्टर ची खाक्षरी) नोंदणीपूर्व गोपवारा इनपुट फॉर्म प्रमाणे आहे व याचा मेळ मुळ-दुस्ताशी घेण्यात आला आहे. पक्षकाराने नमूद केलेले वदल/दुरुठ----वदल/दुरुस्त्या याचा समावेश करण्यात आला आह STATE SEGISTAN

35006 \$00 X बदर-२

(द्यम निबंधकाची खाक्षरी)

Page 1 of 1



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Wednesday, November 24, 2004

10:37:31 AM

पावती

Original

नोंदणी ३९ म. Regn. 39 M

पावती क्र. : 10816

दिनांक 24/11/2004

गावाचे नाव

पी.एस.पहाडीगोरेगांव

दरतऐवजाचा अनुक्रमांक वदर2 - 10756 -2004

दरता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव:रेखा एच. शास्त्री

नोंदणी फी

नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (13)

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आपणास हा दस्त अंदाजे 10:52AM ह्या वेळेस मिळेल

दुय्यम निबंधक बोरीवली १ (मालाड)

मोबदला: 1384500रु बह् , दुष्यम निवंचक बोरीपछी-र

संबर्ध डपनगर जिस्हा

देयकाचा प्रकार :डीडी/धनाकर्षांद्वारे; वॅकेचे नाव व पत्ता: युनियन बॅक ऑफ इंडिया, गोरेगाव पु; डीडी/धनाकर्ष क्रमांक: 034440; रक्कम: 13850 रू.; दिनांक: 23/11/2004 भरलेले मुद्रांक शुल्कः 53000 रु.

-1%

बाजार मुल्य: 1384320 रु.

# 

10756/2004

Wednesday, November 24, 2004

सूची क्र. दोन INDEX NO. II

Regn 63 m e नांदर्णी 63 म

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गावाचे नाव : पी.एस.पहाडीगोरेगांव

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटट्याच्या की पटटेदार ते नमूद करावे) मोबदला रू. 1,384,500.00 बाबतीत पटटाकार आकारणी देतो बा.भा. रू. 1,384,320.00

(2) भू-मापन, पोटहिरसा व घरक्रमांक

(4) आकारणी किंवा जुडी देण्यात (३)क्षेत्रफळ असेल तेव्हा

पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दरतऐवज करून घेण्या-या किवा आदेश असल्यास, प्रतिवादीचे दिवाणी न्यायालयाचा हुकुमनामा पक्षकाराचे नाव व संपूर्ण पता किंवा दिवाणी न्यायालयाचा हुकुमनामा नाव व संपूर्ण पता किंवा आदेश असल्यास, वादीचे नाव

 $\overline{\mathcal{E}}$ व संपूर्ण पत्ता

8 (9) अनुक्रमांक, खंड व पृष्ठ

(10) (11)

(12)

श्र

(5) दस्तऐवज करून देण्या-या

करून दिल्याचा

नंदणीचा

बाजारभावाप्रमाणे मुद्रांक शुल्क बाजारभावाप्रमाणे नोंदणी

> $\Xi$ सोसा.; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: गोरेगाव प, मुं: तालुका: -; पिन: 62; पॅन (1) हॅरी - क्रॅस्टो; घर/फ़्लॅट नं: 601; गल्ली/रस्ता: एम जी रोड; ईमारतीचे नाव: नंदादीप

(2) प्रेसिला - क्रॅस्टो; घर/फ्लॅट नं: वरीलप्रमाणे; गल्ली/रस्ताः -; ईमारतीचे नावः -; ईमारत नं: ईमारत नं: -; पेठ/वसाहत: लोखंडवाला टाउनशिप; शहर/गाव: कांदिवली पु. मुं: तालुका: ; पेठ/वसाहतः -; शहर/गावः -; तालुकाः -; पिनः -; पॅन नम्बरः -(1) रेखा एच. शास्त्री; घर/फ्लॅट नं: 1 सी/504; गल्ली/रस्ताः -; ईमारतीचे नावः नेबरहुडः ਜੂ ਜੂ

(2) हर्षवर्धन राम शास्त्री; घर/फ़्लॅट नं: वरीलप्रमाणे; गल्ली/रस्ताः -; ईमारतीचे नावः -: ईमारत नं: -; पेद/वसाहतः -; शहर/गावः -; तालुकाः -;पिनः -; पॅन नम्बरः -

24/11/2004

24/11/2004 10756 /2004

रू 52980.00

ন্ধ 13850.00

(1) सिटिएस क्र.: 552 वर्णनः विभागाचे नाव - पहाडी-गोरेगाव पुर्व ( बोरीवली ), उपविभागावे नाव - 58/271 - भुभाग : उत्तरेस गोरेगांव स्टेशन ते हुतगती मार्ग जोडणारा रस्ता. पूर्वेस हुतगती मार्ग, दक्षिणेस गावाची सीमा व पश्चिमेस रेल्वे, सि टी एस नं. 552, सदनिका क्रं. 602. 6 वा माळा, ए विंग, "सुरज हाईट्स को-ऑप. हौ. सोसायटी", बांधकाम वर्ष 1990 (1)बांधीव मिळकतीचे क्षेत्रफळ 65.92 ची.मी. आहे.