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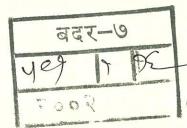
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KURLA - MUMBAI

MAH/CCRA/05/2000 INDIA STAMP DUTY MAHARASHTRA





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PROPER OFFICER

OFFICE OF THE JOINT SUB-REGISTRAD

KURLA (CHEMBUR).



AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made & executed at Mumbai, On this 2 Day of January, In The Christian Year Two Thousand Two BETWEEN MRS. THERESA PINTO, a Christian, Adult, Indian Inhabitant of Mumbai, hereinafter referred to as the 'TRANSFEROR' (which expression shall unless it be repugnant to the context or meaning thereof mean and be deemed to include her heirs, executors, administrators and assigns) of the party of the FIRST PART AND MRS. DELIA S. PEREIRA & MR. CRISPIN P. PEREIRA, Both Christian, Adults, Indian Inhabitants of Mumbai, hereinafter referred to as the 'TRANSFEREES'

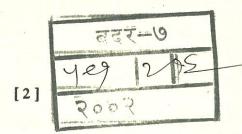
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(which expression shall unless it be repugnant to the context or meaning thereof mean and be deemed to include their respective heirs, executors, administrators and assigns) of the party of the OTHER PART.

WHEREAS:

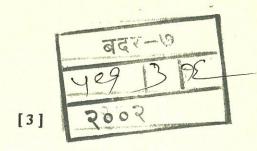
- A. The Transferor is Member of ST. PIUS X CO-OPERATIVE
 HOUSING SOCIETY LIMITED, Bearing Registration
 No. BOM/HSG/2215 of 1969, having address at Shanti Building,
 Plot No. 13, Nahur Road, Mulund (West), Mumbai 400 080.,
 (hereinafter for the sake of brevity referred to as the 'Said
 Society').
- B. The Transferor as such a Member hold Five Shares of the said society of the Total value of Rs. 250/- (Rupees Two Hundred Fifty Only) Bearing Share Certificate No. 173, Shares No.'s 861 to 865, Both Numbers inclusive, (hereinafter referred to as the 'Said Shares').
- C. The Transferor in her capacity as a Member and shareholder own and occupy Flat admeasuring about 350 Sq.Ft., Carpet area or thereabouts, Bearing No. 13 on Third floor in 'D-03' Wing of the Building known as SHANTI BUILDING of the said society at Plot No. 13, Nahur Road, Muhund (West), Mumbai 400 080., (more particularly described in the schedule hereunder written and hereinafter for the brevity sake referred to as the 'Said Flat').

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D. The Transferor in her capacity as a Member and Shareholder of the said society as aforesaid has agreed to sell to the said Transferees and the Transferees have agreed to purchase,

Takeover and acquire from the Transferor the said Flat and the said shares together with Fixtures, Fittings, lying therein and all singular, benefits, rights, title, interests, appurtenants thereto and meant for more beneficial enjoyments of the said Flat upon Terms and Conditions hereinafter mentioned.

IT IS NOW MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1.

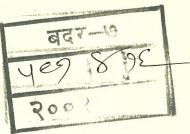
The Transferor shall sell, Transfer and Assign to the Transferees and the Transferees shall take over and acquire from the Transferor all the Singular and Beneficial rights, title and interest in the said Flat and the said shares together with all previllages attached thereto & Fixtures, Fittings, lying therein with said shares of Rs. 250/= (Rupees Two Hundred Fifty Only) of the Transferor as a Member and Shareholder of ST. PIUS X CO-OPERATIVE HOUSING SOCIETY LIMITED and upon the said Flat, Being Flat No. 13 on Third floor in 'D-03' Wing of the Building known as SHANTI BUILDING of the said society at Plot No. 13, Nahur Road, Mulund (West), Mumbai - 400 080., together with all rights of possession, occupation and enjoyment thereto (more particularly described in the schedule hereunder written and hereinafter for the brevity sake referred to as the 'Said

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Flat') free from all encumbrances at or for the lump sum price of Rs. 5,25,000/= (Rupees Five Lacs Twenty Five Thousand Only).

2. That the Full & Final consideration money of Rs. 5,25,000/=

(Rupees Five Lacs Twenty Five Thousand Only) have been paid
by the Transferees to the Transferor on or Before execution of
this presents, the payment and receipt whereof the Transferor
doth hereby acknowledged and admit and the Transferor has
handed over vacant, rightful and peaceful possession of the said
Flat to the Transferees and also handed over said Original Share
Certificate together with a Transfer form duly excuted and a letter
duly signed by the Tansferor addressed to the managing
committee of the said society confirming, this Agreement for Sale
and making request for Transfer of the said Flat and the said
shares infavour of the said Transferees.

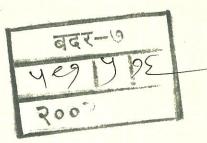
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- The Transferor hereby assures, that she has a good & marketable title to the said Flat free from and cleared of all encumbrances.
- 4. The Transferor shall duly comply with requisite provisions of the Maharashtra Co-operative Societies Act, 1960 and rules framed thereunder and also rules, regulations and bye-laws of the said society and shall get the approval of the said society for the Transfer of the said Flat and the said shares infavour of the Transferees and/or their respective nominee/s on their respective acceptance and recognition as a Members and shareholders thereof.

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- 5. The Transferor shall sign and execute all such deeds, documents and writings as required under bye-laws for the better security of the said Flat to Transferees or their respective nominee/s.
- 6. The Transferor on execution hereof shall handover to the

 Transferees, all relevant original documents or writings in respect

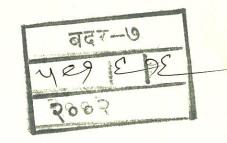
 of the said Flat and the said shares of the said society together

 with Transfer Forms duly signed and attested and the latest Bill of
 the said society, Electric Bill duly received and paid in respect of
 the said Flat.
- 7. The Transferor has represented and assured the Transferees and the Transferor doth hereby confirm:-
 - (a) THAT, There are No suits, litigations, civil or criminal or any other proceedings pending as against the Transferor personally affecting the said Flat as well as inrespect of the said Flat.
 - (b) There are No attachments or prohibitory orders as against or affecting the said Flat and said Flat is free from all encumbrances and charges and/or is not subject matter to any lispendens or easements or attachments either before of after judgement. I have not received any Notice from the Government, Semi-Government or any other authority regarding any of the proceedings in respect of said Flat.

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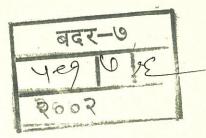
- c) THAT, The said Flat is free from all mortgages, charges, encumbrances of any nature on the said Flat and the Transferor is full and absolute Owner of the said Flat and that No other person or persons has or have any rights, title and/or interests in the said Flat or have any claim or demand into the same or any part thereof by way of sale, exchange, mortgages, gifts, trust, inheritance, possession, lien or otherwise however and have full rights, title and/or interests to receive agreed consideration and complete the Transaction after valid discharge for the same.
- whatsoever in respect of the said Flat and have not received any Notice either from any statutory body or authorities asking for the payment of any nature whatsoever of the said Flat and That have discharged in full all dues and liabilities in respect of the said Flat to the said society and also that the monthly outgoings including Municipal Taxes, etc., payable till the date of putting the Transferees in possession shall be paid by the Transferor. Thereafter the Transferees will bear aforementioned charges from the date of this Agreement for Sale.
- (e) There is No impediment in the way of Transferees to take
 the possession of the said Flat and the Transferees are
 free at all times hereinafter to peacefully and quietly enter

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upon and occupy, possess and enjoy the said Flat, without any interruption, claim or demand whatsoever from the Transferor or any person or persons for any reason or on any account upon fulfilling their part of obligation.

in the form of sale, exchange, assignment or any other way whatsoever inrespect of the said Flat and as such have not dealt with or dispose of the said Flat in any manner whatsoever and The Transferor further covenants with Transferees that there is No lien or any other encumbrances of any nature whatsoever on the said Flat hereby agreed to be sold and/or Transferred.

(g) THAT, not restricted either in the Income Tax Act, Estate

Duty Act or under the Maharashtra Land Revenue Code

or under Mumbai Tenants and Agricultural Lands Act

from selling and/or disposing off the said Flat or any part

thereof.

- (h) THAT, There are No Tenant/s and/or Licensee and/or occupants in possession of the said Flat or any part thereof.
- (i) THAT, not done any act, deed, matter or thing whereby prevented from entering into this Agreement for Sale infavour of the Transferees and that all the right, title and

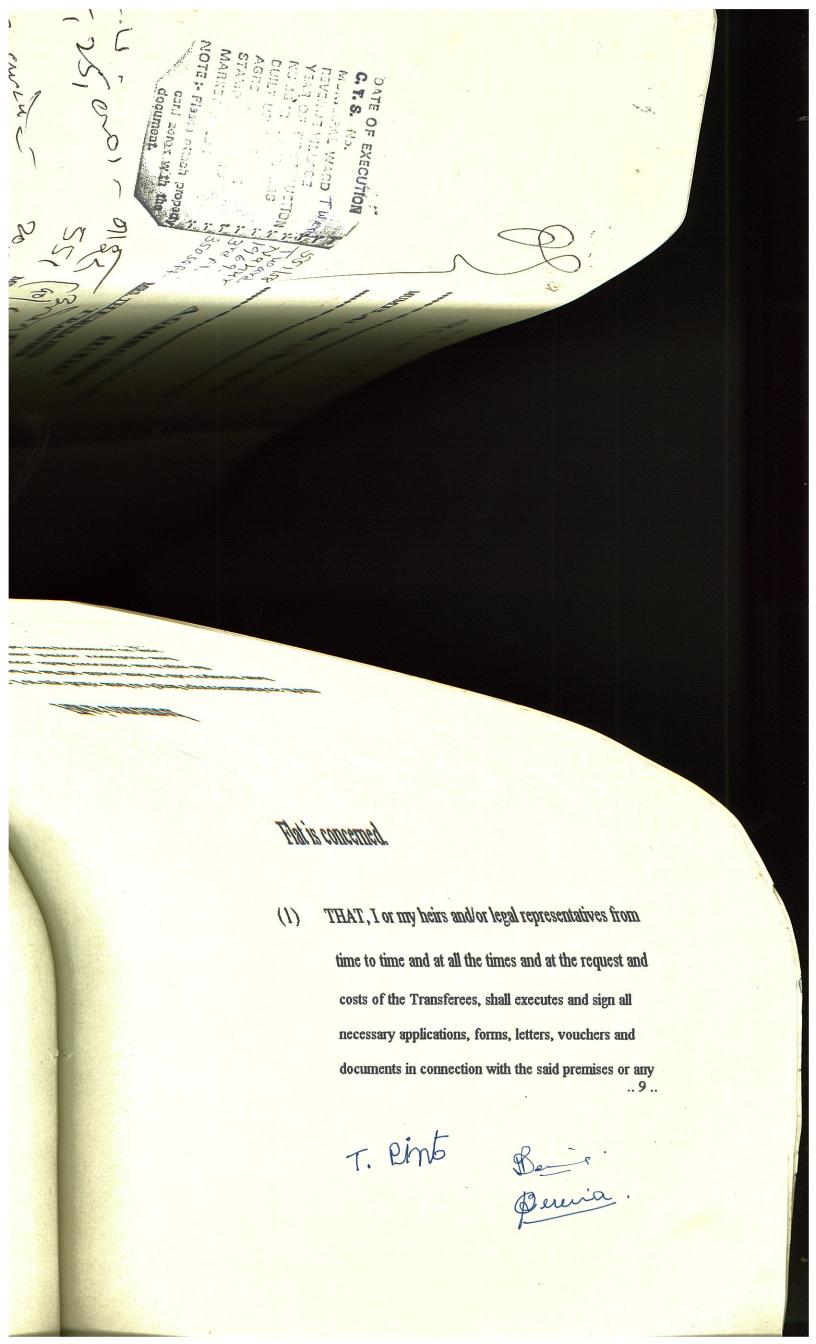
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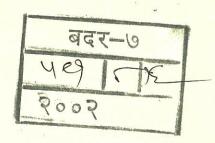
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interest to enter into this Agreement for Sale with the Transferees herein.

(j) THAT, there is No judgement, Government debt, annuity lispendens, mortgage, writ of execution, any charges, encumbrances, easements, request, trust or any deed or document effecting title to the said Flat. The said Flat or any part thereof is not the subject matter of any suit, petition, application, complaints or proceedings in civil court or any other complaints or proceedings now pending or already decided as the case may be.

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- (k) THAT, The said Flat is not subject to any payment other than usual maintenance charges, rates and taxes, No portion of the said Flat is occupied by any other person. There is No material defect in the said Flat or the Title thereof. There is No covenant or condition adversely affecting my right, privileges and interest so far as the quite and peaceful possession and enjoyment of the said Flat is concerned.
- (1) THAT, I or my heirs and/or legal representatives from time to time and at all the times and at the request and costs of the Transferees, shall executes and sign all necessary applications, forms, letters, vouchers and documents in connection with the said premises or any

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part thereof which may be required by the Transferees herein and shall sign and execute the same.

m) THAT, relying upon the declarations, statements and representations made by me, stated hereinabove, The Transferees have paid Full consideration for acquiring the said Flat to me under the terms of this Agreement for Sale, I undertake to indemnify and always keep indemnified the Transferees herein against any loss, damages, claims, costs, charges and expenses suffered/paid/incurred by or made against the said Flat by the Transferees, on account of the statements, representations, declarations and assurances made by me as stated above proved to be false, incorrect, inaccurate or wrong or claiming through the Transferor/Owner (i.e. the party of the First Part) or anybody else making any

(n) THAT, the aforesaid declaration and/or representations, assurances and statements made and given by me shall be binding not only to me But also to my heirs, successors, executors and administrators and shall be enforceable not only by the Transferees herein But also by their respective legal heirs, executors, administrators and assigns or any other person or persons through them in

claims to the said premises or challenging this Agreement

for Sale, on any account or for any reason whatsoever.

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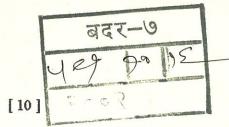
said Flat.

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- 8. The Transferees hereby agree to Become a Members of the said society and to abide by and observe the rules, regulations and bye-laws thereof and that upon completion of this Transaction, They shall bear and pay all the proportionately outgoings inrespect of the said Flat as fixed from time to time by the said society.
- 9. The Transfer fees or any other fees or charges payable to said society for Transfer of the said shares in the name of Transferees shall be borne and payable by the Transferor alone.
- 10. The Stamp Duty, Registration charges and/or all Expenses incidental to this Agreement for Sale shall be borne and payable by the Transferees alone.

THE SCHEDULE OF THE SAID FLAT HEREINABOVE REFERRED TO:-

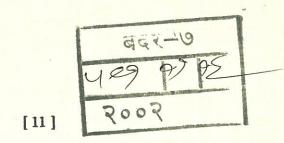
A Flat admeasuring about 350 Sq.Ft., Carpet area or thereabouts, Bearing No. 13 on Third floor in 'D-03' Wing of the Building known as SHANTI BUILDING of ST. PIUS X CO-OPERATIVE HOUSING SOCIETY LIMITED, Bearing Registration No. BOM/HSG/2215 of 1969, having address at Plot No. 13, Nahur Road, Mulund (West), Mumbai - 400 080., Building without Lift and Ground + Three floors, constructed in the year 1970, Bearing C.T.S. No. 551/58 of Village Nahur, Taluka Kurla, Registration District and Sub-District of Mumbai City and Mumbai Suburban respectively, Assessed under the 'T' Ward of Municipal Corporation of Greater Mumbai.

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IN WITNESSES WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED SEALED & DELIVERED BY THE WITHINNAMED "TRANSFEROR" T. T. Plants MRS. THERESA PINTO, IN THE PRESENCE OF STEPHEN P. PINTO

SIGNED, SEALED & DELIVERED BY THE WITHINNAMED "TRANSFEREES", MRS. DELIA S. PEREIRA & MR. CRISPIN P. PEREIR

IN THE PRESENCE OF ..

RECEIPT

Received on or Before the day and year) first hereinabove written of from MRS. DELIA S. PEREIRA & MR. CRISPIN P. PEREIRA, withinnamed the 'TRANSFEREES', a sum of Rs. 5,25,000/= (Rupees Five Lacs Twenty Five Thousand Only), By Cheque Bearing No. Dated 11.01.02, Drawn on CANARA) BANK MLND. (W). Branch,) Being Full & Final consideration money, under the terms of this Agreement for Sale. ch. No) Rs. 5,25,000/= (958538 As 2.25.000K

CA, 3.00.0005 CHNARA BANK. Cheque No. 958540 Dated. 29.01.02

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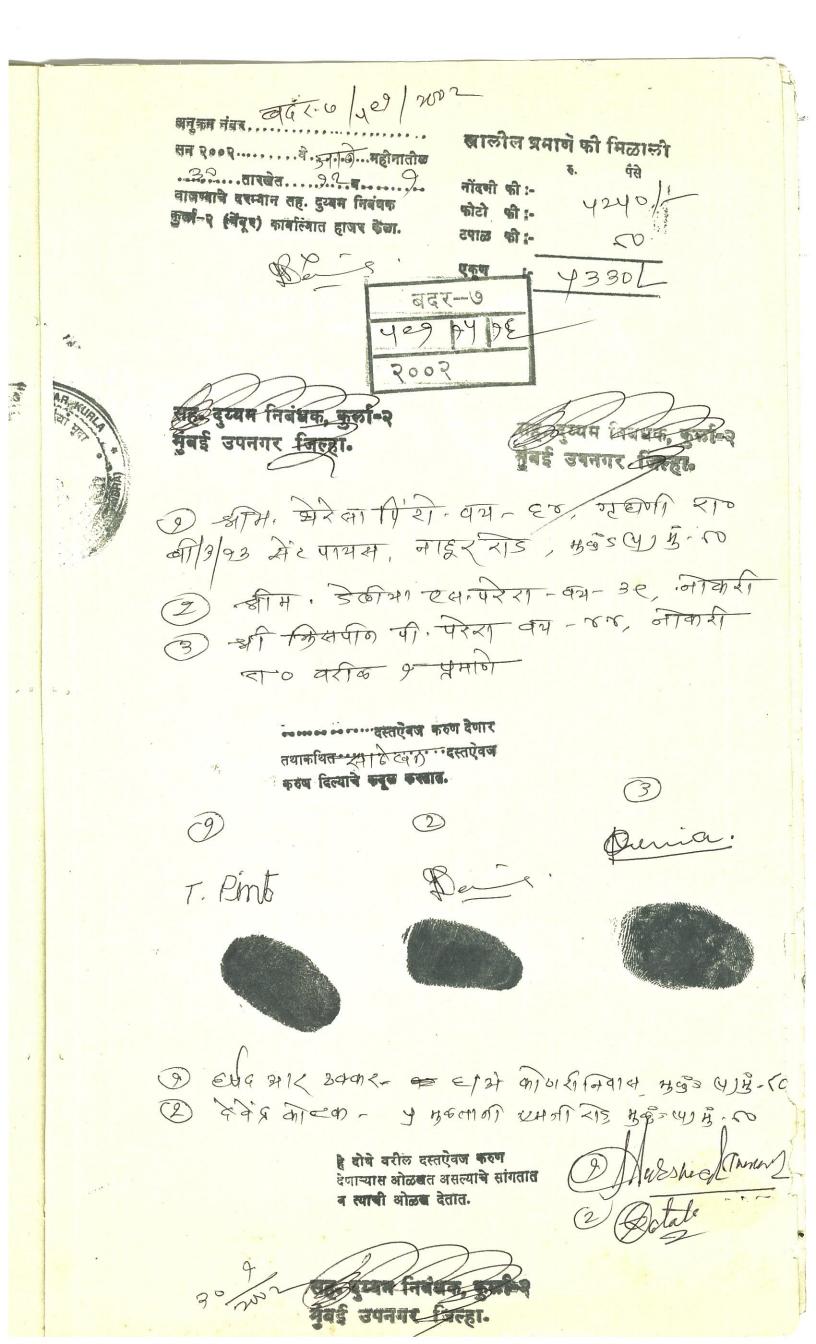
MRS. THERESA PINTO. TRANSFEROR.

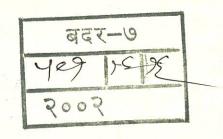
I SAY RECEIVED Rs. 5,25,000/=

WITNESSES :-

1. HARSHAD R. THAKKAR

Austrist B. Muchan







30/9/2000 - Jyr-9Ell Selon

9944149/02 MUMBAI: Dated 29 Day of January, 2002. DATE OF EXECUTION 551 58 MUNICIPAL WARD TWEET Tward REVENUE VILLAGE Nahur UCTION = 1969. BETWEEN 3505GF+-MRS. THERESA PINTO. TRANSFEROR. NOTE :- Please attach property card zerox with the MOHAN K. TATARIA, M.Com., LL.B., ADVOCATE, HIGH COURT, 4, Vishwa Mohini, 1st floor, Netaji Subhash Road, Mulund (West), Mumbai - 400 080.

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[NOT TRANSFERABLE]

शासनास केलेल्या प्रदानाची पावती

रोखपाल व लेखापाल Cashier or Accountant. OFFICE OF THE JOHN PERSONAL AND KURLA (CHEMBUR).

पावती क्र. दस्तऐवजाचा/अर्जाचा अनुक्रमांक दिनांक दस्तऐवजाचा प्रकार-सादर करणाराचे नाव-खालीलप्रमाणे फी मिळाली: ₹. नोंदणी फी नक्कल फी (फोलिओ पृष्ठांकनाची नक्कल फी नकला किंवा ज्ञापने (कलम ६४ ते ६७) [5] [0 शोध किंवा निरीक्षण दंड-कलम २५ अन्वये कलम ३४ अन्वये प्रमाणित नकला (कलम ५७) (फोलिओ इतर फी (मागील पानावरील) बाब क्रु 4330 एकूण .. दस्तऐवज नोंदणीकृत डाकेने पाठवली जाईल. रोजी तयार होईल व नक्कल या कार्यालयात देण्यात येईल. दुय्यमः निबंधकः दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या सादरकर्ता

0013391 इतर फीची अनुसूची

- १. जादा नोंदणी फी अनुच्छेद सतरा किंवा अठरा अन्वये.
- २. रुजवात फी.
- फाईल करण्याची फी.
 अनुच्छेद अकरा अन्वये.
 अनुच्छेद वीस अन्वये.
- ४. मुखत्यारनामा अनुप्रमाणन.
- ५. गृहभेट फी.
- ६. सुरक्षित ताबा फी. 🃜
- ७. मोहोरबंद पाकिटांचा निक्षेप.
- ८. मोहोरबंद पाकिटे उघडणे.
- ९. मोहोरबंद पाकिटे परत मागे घेणे.
- १०. अडत.
- ११. परिचारिका किंवा स्त्री परिचाराची सेवा.
- १२. न्युन आकारित फीची वसुली.
- १३. जड संग्रहाच्या वस्तूंच्या विक्रीचे उत्पन्न.
- १४. विलेख इ. च्या नकला पाठविण्याचा टपाल खर्च.
- १५. प्रवास खर्च.
- १६. भत्ता.

दुय्यम निबंधक

दस्तऐवज परत केला.