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Sub : Parmission to accupy the completed bldg. on plot bearing C.T.W.No.584 & 580 of village Palser, Knudivali(E).

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That the Compoling, Society whall bu formed and registered within six months from the date of issue hereof, before 8.2.2. while here's continue of the same as befere B.C.C

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पावती क. : 1568 दिनांव : 19/11/2009

मायाचे संद । घेत्यसा

दस्तरेवजाचा अनुक्रमांक : वदर१६ - १५६५ - २००९

हरन रैवजाचा प्रकार

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ः क्लास्तामा

स्पादर करण्य-वाधे साव : संक्सवेत - विरिझ

₹.1,500,000/-

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₹.480.00

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र्नि. बोरीवली 7

भारतेने मुद्राव शुन्यः : र.६७,६०० नाम्यस्य 1) देवकाचा एकार :By Demand Draft रक्कम: रू.15,000 डीडी/ धनाटेश कमार :489579 दिनांक :18/11/2009 वैकेचे नाव य पता :भारतींव स्टेट वेंक

२) देवकाचा प्रकार :By Cash रक्कम: रू.480



THIS AGREEMENT FOR SALE is made and entered into at Mumbai on this 19 day of Nov - 2009, BETWEEN Mr. AKHILESH MAYASHANKAR CHAUBEY, Age 33 yrs, an adult, Indian inhabitant of Mumbai owner of: Flat No. 503, in 'H' Wing, on 5th floor of Gokul Vihar 'H' wing Co-op. Hsg. Soc. Ltd., Thakur Complex, Kandivali (East), Mumbai - 400 101., hereinafter called "THE TRANSFEROR" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, legal representatives and permitted assigns) of the ONE PART;

#### AND

Mr. MAXWELL PEERIZE, Age ....... yrs, & Mrs. NEETU MAXWELL PEERIZE, Age ...... yrs, both adults, Indian inhabitant, residing at : Flat No. C-404, Jasmine, Poonam Complex, 90 feet Road, Thakur Complex, Kandivali (Eas Mumbai 400 101, hereinafter called "THE TRANSFEREES" (which expression shall unless repugnant to the context or meaning thereof be deemed to

mean and include their heirs, executors, administrators, legal representatives and permitted assigns) of the OTHER PART;

(80)

Il has been represented by the Transferor to the Transferees as followed:-

- Messts Dharti Builders & Developers Private Ltd., a firm having their Registered address at: Ganesh Bhuvan, S.V. Road, Kandivali (East), Mumbai 400 67. developed the land more particularly described in the Schedule hereunder and constructed Flats/Shops therein in Building known as 'Gokul Vihar'
- Pursuant to an Agreement for Sale dated 28th day of September 1995, made and entered into between the said Messrs Dharti Builders & Developers Private Ltd., therein referred to as "The Promoters" of the ONE PART: and Mr. Madan N. Babani therein referred to as "The Flat Purchasers" of the OTHER PART; [Registered with the Joint Sub Registrar Mumbai, under Registration No. PBDR2/4306/96 dated 26.11.1996, Read with Deed of Confirmation dated 26.11.1196]. The said Messrs Dharti Builders & Developers Private Ltd., agreed to sell and the said Mr. Madan N. Babani agreed to purchase and accordingly purchased a residential premises bearing Flat No. 503, 'H' wing, 5th floor [admeasuring 185 Sq. ft. Carpet i.e. Equivalent to 222 Sq.ft. Built-Up], of the building known as "Gokul Vihar", situated at: Thakur Complex, Kandivali (East), Mumbai 400 101, more particularly described in the Schedule hereunder (hereinafter referred to as "The Said Premises") together with all rights, title, interest and benefits, and on the terms and conditions and at the consideration mentioned therein; The Building was constructed in the year 1996 with Still plus 7 Upper Floors (with 'Lift' facility);
- And in terms of the said Agreement for Sale dated 28.09.1995, the said Mr. Madan N. Babani, having paid the entire agreed consideration for the said premises to the said Promotors viz., Messrs Dharli Builders & ant possession of the said premises and have since bee mises as the absolute and exclusive owners there

And by an Agreeth Registrar of Assurances, the said Mr. Modon N. Bobont flat to Mr. Ramesh L. Bhavnani

Ramchandra Pandey, in terms thereof to the said Mr. Omprakash the said premises and the said Shares, duly recorded the same on the backleaf of the Share Certificate No. 21 on 06.08.2006 and ever since been holding the said premises as the absolute and exclusive owner thereof;

- (viii) By virtue of the aforesaid facts, the Transferor herein is absolutely possessed of and seized of and otherwise well and sufficiently entitled to the said flat and have every right to sell and transfer the said Flat No. 503, 'H' wing, 5th floor, in the Building known as Gokul Vihar 'H' wing Co-op. Housing Society Ltd., to the Transferees herein.
- (ix) The Transferor have agreed to transfer his rights to occupy the said flat and all the rights, title and interest therein as well as to transfer his shares in the said society with all deposits and contributions made by the Transferors with the society and various local authorities like Electricity deposit etc., to the Transferees for consideration and on the terms and conditions hereinafter appearing.

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

1. The TRANSFEROR hereby declare and confirm that what is recited hereinabove in respect of the said flat and the said shares shall be treated as representations and irrevocable declarations on his part. The TRANSFEROR hereby confirm that the TRANSFEREES has agreed to purchase the said flat and the said Shares relying upon the correctness of rations and representations made by the TRANSFEROR in the sepresents.

2. The TRANSFEROR hereby agree to sell, transfer, assign and assure to the TRANSFEREES and the TRANSFEROR in the following Thanner:

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A sum of Rs. 2,25,000/- (Rupees Two Lakhs Twenty Five Thousand only)

has been paid by the Transferees as and by way of the part consideration as mentioned in the receipt hereto towards the purchase of the said flat and said shares before the execution of these presents; the Transferor hereby admits and acknowledges the receipt of the part consideration and give valid discharge to that part hereof.

- The balance Sum of about Rs. 12,75,000/- (Rupees Twelve Lakhs Seventy Five Thousand only) will be paid to the Transferor on behalf of the Transferees by bank through which the Transferees seeks a loan towards full & final consideration for the said premises, by availing housing loan from the housing finance company on or before .....
- The society transfer charges shall be payble by the Transferor & Transferees in equal share.
- The Transferor will submit form 20(1) & 20(2) to the Gokul Vihar 'H' wing Co-op. Hsg. Soc. Ltd., for transferring the said flat in the name of the Transferees as required by Bye-Law for co-operative society.
- The Transferor declare that they have paid all the amounts due and payable to the said society till the date.
- The Transferor on receipt of full and final consideration shall grant, assure, assign and transfer all his rights, title, deposit, if any and interest in the said flat to the Transferees and hand over the quiet and vacant pos-

The Transferor hereby declare that he have good right and absolute authority to enter into this Agreement and transfer the said flat and the Transferor have not done any acts, matters or things whatsoever the said flat in the sa

i) That the Transferd person or persons h he Transferees d demand of any natura way of sale, charge, months the said flat and no other to sell and transfer the sound right, full power and absolute authority

ii) That the Transferor has duly observed and performed the rules and regulations of the society and paid up to the completion of the sale his contribution in the nature of outgoings, dues, taxes etc. to the society/concerned authorities.

soever nature in respect of the said flat and the said flat is not a subject matter of any litigation nor is the same attached in execution of any decrees nor has the Transferor created any right in favour of any one in respect of the said flat.

- (iv) That the Promoters has no claim against the said flat/shares or the Transferors of whatsoever nature.
- (v) That when the Transferor purchased the said flat he is satisfied that the title to the said flat was clear and marketable and is even now clear and marketable.
- (vi) That the Transferor shall whenever required to do so from time to time and at all the time hereafter execute and sign or cause to be executed and signed all such letters, forms, applications, deeds, documents, writings and papers, if any, for more perfectly securing, assuring and effectually transferring the said flat unto and to the use of the Transferees forever.
- (vii) The Transferor shall be liable to secure permission from the said society for the transfer of the said flat in favour of the Transferees before the completion of the sale.
- (viii) That the Transferor shall indemnify and keep indemnified the Transferes from and against all actions, claims, demands, costs, charges and expenses etc. in respect of all dues of the said flat claimed as falling due prior to the execution of these presents and until the date of handing over the vaccent possession of the said flat which ever is latter

9) The Transferor Transferees has agree to burch the said flat and the

said reposter to the aid snows of the

The Transferees he by the first undertake to become the member of the said Gokul Vlhar 'H' Wing Co-op. Hsg. Soc. Ltd., and abide by its rules, regulations and bye laws.

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said society.

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## THE SCHEDULE OF THE SAID PROPERTY

Flat No. 503, in 'H' wing, on 5th floor, of Gokul Vihar Co-op. Housing Society Lta.". situated at Thakur Complex, Kandivli (East), Mumbai - 400 101, [admeasuring 185 Sq. ft. Carpet i.e. Equivalent to 222 Sq.ft. Built-Up], "R" South ward, Situated at village Poisar Taluka Borivali on all pieces or parcels of land, bearing C.T.S. No. 584 & 586, lying and being in the Registration District and Sub District of Mumbai City and Mumbai Suburban, of Brihanmumbai Mahanagar Palika, the Building is having Stilt + 7 upper floors with "Lift" and the year of construction is 1996.

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TIVE HANDS ON THE DAY, MONTH AND THE YEAR FIRST HERE IN A	BOVE WRITTEN.



in the presence of

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By the withinnamed "THE TRANSFEREES

Mr. MAXWELL PEERIZE &

PAN GARD No. AHNPPODEZ F

Mrs. NEETU MAXWELL PEERIZE

PAN CARD No. APJPSS 437 F

in the presence of

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बदर-१६ <u>१५६५</u> २००९



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नोत्रणी 63 Regn. 63m

गावाचे ताव : पोयसर

विलेखाचा प्रकार

भोधदता

बात्वसभाव(आहेपटरचारचा द्वावतितपटराकार आकारणी देती की पहरेटार ते समुद करावे)

शु-मापन,पोटेरिस्सा व धर्कमाक(असल्यास)

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भाववरणी विका जुडी देण्यात असेल सेट्स. तस्ताचेत्रल करून हेणा-चा वशकाराचे साव किया दिवाणी त्यायालयाचा हुकुमनामा किंवा आदेश असत्यास,प्रतिचादिचे साव य पता. करारताभा

₹.1,500,000/-

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सि.टी.एस. संबर-584 पालिकेचे साव: मुंबई राबव इतर वर्णन : सद्धिका क 50?, 5 वा म ला , एव किंग, भोकुक विहार एच विंग को.ओप हाँ सोसा लि, ठाकूर कोम्पलेक्स कांदिवली पू. मुं-101

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1) तावः- शिवलेश आयुश्विकः चौर्यः वयः ३३;पताः :-सदिनिका ४६ ५०३, ५ वा मजला , एच विग्, गोकुक विद्य एव विग्न वो स्वीपाद्वीयः स्वरूपक्षितः स्वरूपकाम्प्रतेवस कांदिवली पू. मृं-१०१ चिन कोडः- ४००१०। चेन नंदरः

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404 जारगीन पुनम कोम्पलेक्स 90 फीट रोड

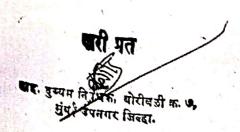
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गावाचे नांव : पोयसर

दस्तऐवजाचा अनुक्रमांक : वदर16 - 1565 - 2009

दस्त ऐवजाचा प्रकार

: करारनामा

सादर करणा-याचे नाव : मॅक्सवेल - पिरिझ

₹.15,000.00

₹.480.00

एकुण रु.15,480.00

भरतेले मुंदाक शुल्य : र.57,600

1) देयकाचा प्रकार :By Demand Draft रक्कम: र.15,000 डीडी प्रनादेश फ्रमांक :489579 दिनांक :18/11/2009 वैंकेचे नाव व पता :भारतीय स्टेट बँक

2) देयकाचा प्रकार :By Cash रक्कम: र.480