

सूची क्र.2

दुय्यम निबंधक : सह.द.नि.बोरीवली 9

दस्तावेज क्रमांक : 7456/2023

नोंदणी

Regn 63m

06/2023

गावाचे नाव : पोयसर

चिन्त्याचा प्रकार कगरनामा
प्रोवदना 14000000
वाजारभाव(भाडेपट्ट्याच्या वित्तपट्टाकार आकारणी देतो की पट्टेदार ने द करावे) 10248120.12

भू-मापन,पॉटहिम्सा व घरक्रमांक(अमल्ल्याम) 1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका न: 801 इंगमपी 16(जुनी डी विंग), माळा न. 8 या मजला, इमारतीचे नाव: वीनस सी.एच.एम.एल.(जुनी विल्डिंग क्र. 3), ब्लॉक नं: एव्हरशार्डन मिलिनियम पॅराडाईम,ठाकूर व्हिलेज, रोड : कांदिवली(पूर्व)मुंबई 400101, इतर माहिती: सदनिकेचे एकूण क्षेत्रफळ 497 चौ.फूट कॉर्पट अंम वाचाचे. PUI: RS0600925910000 ((C.T.S. Number : 809/A/1 to 4, 809/A/2/B & C ;))

क्षेत्रफळ 1) 55.43 चौ.मीटर

आकारणी किंवा जुडी देण्यात असेल तेव्हा.

दस्तावेज करून देणा-या/विहून ठेवणा-या वागचे नाव किंवा दिवाणी न्यायालयाचा समता किंवा आदेश अमल्ल्याम,प्रतिवादिचे नाव 1): नाव:-रमिला भूपेद्र बलसारा वय:-63; पत्ता:-प्लॉट नं: 801 इंगमपी 16, माळा नं: -, इमारतीचे नाव: एव्हरशार्डन मिलिनियम पॅराडाईम, ब्लॉक नं: ठाकूर व्हिलेज, रोड नं: कांदिवली (पूर्व), मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400101 फॅन नं:-AFZPB9779D

दस्तावेज करून देणा-या पक्षकागचे व किंवा वाणी न्यायालयाचा हक्कमनामा किंवा आदेश व्हाय,प्रतिवादिचे नाव व पत्ता 1): नाव:-दिनेशकुमार शांतिलाल शर्मा वय:-45; पत्ता:-प्लॉट नं: सदनिका क्र 34/803 , माळा नं: -, इमारतीचे नाव: संस्कृती विल्डिंग, ब्लॉक नं: ठाकूर कॉम्प्लेक्स , रोड नं: कांदिवली (पूर्व), मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400101 फॅन नं:-AYPPS9971H

दस्तावेज करून दिल्याचा दिनांक 12/06/2023

दस्तावेज करून दिल्याचा दिनांक 12/06/2023

दस्तावेज करून दिल्याचा दिनांक 12/06/2023

दस्तावेज करून दिल्याचा दिनांक 12/06/2023

दस्तावेज करून दिल्याचा दिनांक 12/06/2023

दस्तावेज करून दिल्याचा दिनांक 12/06/2023

दस्तावेज करून दिल्याचा दिनांक 12/06/2023

दस्तावेज करून दिल्याचा दिनांक 12/06/2023

दस्तावेज करून दिल्याचा दिनांक 12/06/2023

दस्तावेज करून दिल्याचा दिनांक 12/06/2023

दस्तावेज करून दिल्याचा दिनांक 12/06/2023

दस्तावेज करून दिल्याचा दिनांक 12/06/2023

दस्तावेज करून दिल्याचा दिनांक 12/06/2023

दस्तावेज करून दिल्याचा दिनांक 12/06/2023

दस्तावेज करून दिल्याचा दिनांक 12/06/2023

दस्तावेज करून दिल्याचा दिनांक 12/06/2023

दस्तावेज करून दिल्याचा दिनांक 12/06/2023

दस्तावेज करून दिल्याचा दिनांक 12/06/2023

दस्तावेज करून दिल्याचा दिनांक 12/06/2023

दस्तावेज करून दिल्याचा दिनांक 12/06/2023

दस्तावेज करून दिल्याचा दिनांक 12/06/2023

दस्तावेज करून दिल्याचा दिनांक 12/06/2023

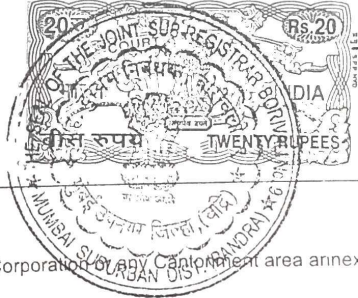
दस्तावेज करून दिल्याचा दिनांक 12/06/2023

दस्तावेज करून दिल्याचा दिनांक 12/06/2023

दस्तावेज करून दिल्याचा दिनांक 12/06/2023

दस्तावेज करून दिल्याचा दिनांक 12/06/2023

दस्तावेज करून दिल्याचा दिनांक 12/06/2023



(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

दस्तासोबत सुची क्र. II खरी प्रत

सह. दुय्यम निबंधक बोरीवली क्र. ९, मुंबई उपनगर जिल्हा.

पाने आहेत
२०२३
२०२३

बोरीवली क्र. ९,
जिल्हा
Date

02324	12/06/20:
322D	12/06/20:
202324	12/06/20:

7456 /2



सूची क्र.2

दुय्यम निबंधक : सह दु.नि.वोगीवती 9

दस्त क्रमांक : 7456/2023

नोंदणी :

Regn:63m

गावाचे नाव : पोयसर

करारनामा
14000000
डेपट्टयाच्या
10248120.12
आकारणी देतो की पट्टेदार ते

इस्मा व घरक्रमांक(अमल्याम)

1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदनिका नं: 801 ईएमपी 16(जुनी डी विंग), माळा नं: 8 वा मजला, इमारतीचे नाव: वीनस सी.एच.एस.एल.(जुनी विल्डिंग क्र. 3), ब्लॉक नं: एव्हरशार्डन मिलिनियम पॅंगडाईस, ठाकूर व्हिलेज, रोड : कांदिवली(पूर्व)मुंबई 400101, इतर माहिती: सदनिकेचे एकूण क्षेत्रफळ 497 चौ.फूट कार्पेट अमे वाचावे. PUI: RS0600925910000 ((C.T.S. Number : 809/A/1 to 4, 809/A/2/B & C ;))

1) 55.43 चौ.मीटर

जुडी देण्यात असेल तेव्हा.

देणा-या/लिहून ठेवणा-या
दिवाणी न्यायालयाचा
अमल्याम, प्रतिवादिचे नाव

1): नाव:-रमिला भूपेंद्र बलसारा वय:-63; पत्ता:-प्लॉट नं: 801 ईएमपी 16, माळा नं: -, इमारतीचे नाव: एव्हरशार्डन मिलिनियम पॅंगडाईस, ब्लॉक नं: ठाकूर व्हिलेज, रोड नं: कांदिवली (पूर्व), मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400101 पॅन नं:-AFZPB9779D

देणा-या पक्षकाराचे व किंवा
हक्कनामा किंवा आदेश
नाव व पत्ता

1): नाव:-दिनेशकुमार शांतिलाल शर्मा वय:-45; पत्ता:-प्लॉट नं: सदनिका क्र 34/803 , माळा नं: -, इमारतीचे नाव: संस्कृती विल्डिंग, ब्लॉक नं: ठाकूर कॉम्प्लेक्स , रोड नं: कांदिवली (पूर्व), मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400101 पॅन नं:-AYPPS9971H

2): नाव:-लिली दिनेशकुमार शर्मा वय:-42; पत्ता:-प्लॉट नं: सदनिका क्र 34/803 , माळा नं: -, इमारतीचे नाव: संस्कृती विल्डिंग, ब्लॉक नं: ठाकूर कॉम्प्लेक्स , रोड नं: कांदिवली (पूर्व), मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400101 पॅन नं:-CAJPS0613J

देल्याचा दिनांक

12/06/2023

गाचा दिनांक

12/06/2023

पृष्ठ

7456/2023

ग मुद्रांक शुल्क

840000

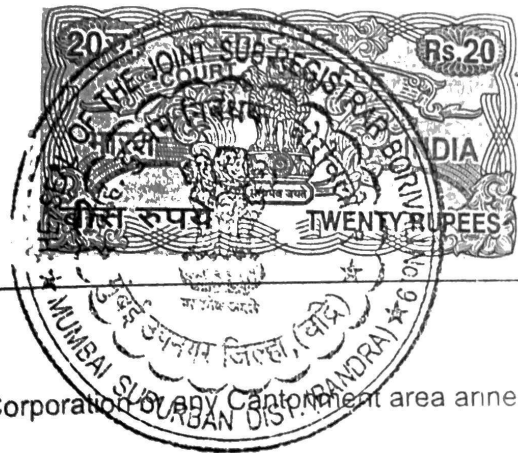
ग नोंदणी शुल्क

30000

गत घेतलेला तपशील:-

ग निवडलेला अनुच्छेद :- :

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



दस्तासोबत सूची क्र. II
खरी प्रत

BRIHANMUMBAI MAHANAGARPALIKA
NO. CHE/A-2493/BP(WS)AR DE

18 FEB 2003

K.E. Vaid,
to Owner.



Sub : Permission to occupy the completed building No.3 on Sector No.II of land bearing C.T.S.No.809/A/1 to 4, 809/A/2/B & C of Village Poisar, at Kandivali (East).

Ref : Your Arch's letter dated 24.1.2003.

development work of Building No.3 comprising of Wings 'A' and 'B' - (A) + 8 upper floors and Wings 'C', 'D' and 'E' - Gr.(pt.) + Stilt (B) + 8 upper floors on plot No.II bearing C.T.S. No.809/A/1 to 4, 809/A/2/B & C of Village Poisar situated at Kandivali (East) is commenced under the supervision of Shri H.A. Mehta, Licenced Architect Licence No. M-53, Shri Vikram Mehta, Licenced Structural Engineer, having Licence No.STR/M/83 and Lic. Site Supervisor, Shri Shri Chawda, having Licence No.C/118/SS-I, may be occupied on the following conditions.

That the certificates U/s 270A of B.M.C.Act shall be obtained from A.E.W.W.R/South and a certified copy of the same shall be submitted to this office.

That all the terms and conditions of the approved layout/sub-division/amalgamation shall be complied with.

That all the intimation of disapproval objections including N.O.C. refusal conditions and notes should be duly complied with.

That N.O.C. from Addl. Collector (ENC) shall be submitted before the commencement of last building in the same layout under the provisions of B.M.C. Act 180S/LOR.

That the Co-op. Hsg. Society to be formed and registered within three months from the date of completion of the work hereof, or before B.C.C. whichever is earlier.

That D.I.L.R. s certificate of transfer of owner of setback land in the name of M.C.G.M. shall be submitted before B.C.C.

A set of plan duly signed by the architect and submitted herewith in token of approval.



Yours faithfully,

बदर - ५/
५४३४ ७६
२०१०

बदर - १/
०४५५ २५ ४५

13 10 17

18 FEB 2003

Copy Architect, Shri H.A. Mehta.

2. Asstt. Commissioner, R/South

4. Dy.A.&C.(W.S.) Bandra

7. City Survey Office.

5. A.E.W.W.R/South

3. E.E.V

6. A.H.S.(R-III)

For information please.

Ex. Engr Bldg. Proposals
(Western Suburbs) R Wa'ds.



\\OCCUP\JAN\A2493FEB

CERTIFIED TRUE COPY

H. A. MEHTA, B.E. (C), A.M.I.C.E.
Architects & Engineers



बंदर - ५/	
५४३५	९७
२०१०	

बरल - २/	१७
५५५५	९७

बृहन्मुंबई महानगरपालिका अधिनि
लेखा क्रमांक
RS0600925910000

काराचे नाव व पत्ता : THE SECY. VENUS C
MP-14/701,EVERSHINE,MILLENNIUM PA
INDIVALI EASTMUMBAI-400101

मालमत्ता क्रमांक,सदनिका क्रमांक,इमारतीने
23(17/3C) CTS NO809 810 820 822
SHRI K.E. VAID CA TO NANABHO

करनिर्धारण दिनांक: 01/04/200

पाडवती मूल्य: ₹ Fifty Eight Crore

01/03/2010 या तारखेपर्यंतची थकबाकी

कराचावधी: 01/04/2

कराचे नाव

काराचरण कर
कारा
कारा
काराचरण कर
काराचरण लाभ कर
कारा, शिक्षण उपकर
कारा शिक्षण उपकर
कारा हमी उपकर
कारा
कारा
कारा रक्कम
कारा 152 व नुसार दंडाची रक्कम
काराचरित व्याजाची वसुली
कारा अधिदानाचे समायोजन
काराची निव्वळ रक्कम
काराची निव्वळ रक्कम
कारा

कर दिनांक

Payment through NEFT:
SBIIN000300, Beneficiary A
done through NEFT will be

कारा हा नागरिकांना करांचा भरणा सुल
कारा अंतर्गत कर दस्तऐवज तुमची माल
कारा परिस्थितीकिय सामवायक योजनेअंत
कारा मालमत्ता करातील सर्वसाधारण
कारा कर देयक हे मुंबई महानगरपालि
कारा (१ व ४) चा अंतर्भाव होण्या सापेक्ष ज



CHALLAN
MTR Form Number-6



SRN	MI1003407244202324E	BARCODE			Date	10/06/2023-18:23:11	Form ID	25.2	
Department	Inspector General Of Registration			Payer Details					
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)					
Office Name	BRL 9_JT SUB REGISTRAR BORIVALI 9			PAN No.(If Applicable)	A/PPS9971H				
Location	MUMBAI			Full Name	DINESHKUMAR SHANTILAL SHARMA				
Year	2023-2024 One Time			Flat/Block No.	Flat No 801 EMP 18 Venus CHSL				
Account Head Details		Amount In Rs.	Premises/Building						
0030045501	Stamp Duty	840000.00	Road/Street	Evershines Millennium Paradise Thakur Village Kandivali East					
0030063301	Registration Fee	30000.00	Area/Locality	Mumbai					
			Town/City/District						
			PIN	4	0	0	1	0	1
			Remarks (If Any)	PAN2=AFZPB9779D~SecondPartyName=RAMILA BHUPENDRA BALSARA~					
Total		8,70,000.00	Amount In Words	Eight Lakh Seventy Thousand Rupees Only					
Payment Details			IDBI BANK	FOR USE IN RECEIVING BANK					
Cheque-DD Details			Bank CIN	Ref. No.	69103332023061015190	2812662612			
Cheque/DD No.			Bank Date	RBI Date	10/06/2023-18:24:19	Not Verified with RBI			
Name of Bank			Bank-Branch		IDBI BANK				
Name of Branch			Scroll No. , Date		Not Verified with Scroll				



Department ID : Mobile No. : 9004049204
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर चलन केवल दृश्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

RS

Drum

L.D.Sharma

बरल - ९/		
५४५५	२	५
२०२३		

CHALLAN
MTR Form Number-6



CHALLAN No. MH003407244202324E	BARCODE	Date 12/06/2023 19:24	Form ID 25
--------------------------------	---------	-----------------------	------------

Department Inspector General Of Registration	Payer Details
--	---------------

Type of Payment Stamp Duty	TAX ID 'TAN' (If Any)
----------------------------	-----------------------

Registration Fee	PAN No. (If Applicable) 4109536714
------------------	------------------------------------

Office Name BRL 9_JT SUB REGISTRAR BORIVALI 3	Full Name DINESH-KUMAR SHANTLA SHARMA
---	---------------------------------------

Location MUMBAI	
-----------------	--

Year 2023-2024 One Time	Flat/Block No. Flat No. 301 EMP 16 Venus CHS.
-------------------------	---

Account Head Details	Amount In Rs.	Premises Building
----------------------	---------------	-------------------

30045501 Stamp Duty	84000.00	Road/Street	Evershines Millennium Paradise Thakur . 301, Borivali East
---------------------	----------	-------------	--

30063301 Registration Fee	30000.00	Area/Locality	Mumbai
---------------------------	----------	---------------	--------

		Town/City/District	
--	--	--------------------	--

		PIN	400001
--	--	-----	--------

		Remarks (If Any)	
--	--	------------------	--

		PAN=4109536714-SecondPartyName=RAMILA SHUBENDRA	
--	--	---	--

		BALSARA-	
--	--	----------	--

Amount In	870000.00	Words	Eight Lakh Seventy Thousand Rupees
-----------	-----------	-------	------------------------------------

Payment Details	IDBI BANK	FOR USE IN RECEIVING
-----------------	-----------	----------------------

Cheque/DD Details	Bank CIN	Ref. No.	691333322306121519012512662510
-------------------	----------	----------	--------------------------------

Cheque/DD No.	Bank Date	RBI Date	12/06/2023 19:24 19 Not Verified with RBI
---------------	-----------	----------	---

Name of Bank	Bank-Branch	IDBI BANK
--------------	-------------	-----------

Name of Branch	Scroll No. , Date	101 , 12/06/2023
----------------	-------------------	------------------

Department ID :
NOTE - This challan is valid for document to be registered in Sub Registrar office only. Not valid for registered office.

Handwritten notes and stamps including '2023' and '10845'.

Defaced Details

No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-517-7456	0001831067202324	12/06/2023-19:41:18	IGR558	30000.00
2	(IS)-517-7456	0001831067202324	12/06/2023-19:41:18	IGR558	84000.00
Total Defacement Amount					8,70,000.00



AGREEMENT FOR SALE

Articles of agreement made and executed at Mumbai on this 12 day of June in the Gregorian calendar year 2023, two thousand twenty three.

BETWEEN

Mrs. RAMILA BHUPENDRA BALSARA
Aged about 83 years
Holder of Income tax PAN AFZPB9779D
UID No 7935 6079 2228
Resident of Flat No. 501 EMP '8 Evershine's Millennium Paradise
Thakur Village Kandival East, Mumbai, Maharashtra, Bharat 400 001

The "Owner/Vendor"


AND




(1) Mr. DINESHKUMAR SHANTILAL SHARMA
Aged about 45 years
Holder of Income tax PAN AYPPS9971H
UID No 8447 8385 9942

(2) Mrs. LILEE DINESHKUMAR SHARMA
Aged about 42 years
Holder of Income tax PAN CAJPS0613J
UID No 7410 2974 2714
Residents of Flat No. 3A/803 Sanskruti Building
Thakur Complex Kandival East, Mumbai, Maharashtra, Bharat 400 001

The "Purchasers"

- i The term(s) "Owner/Vendor" and "Purchasers" used in these presents shall, unless contrary to the context or meaning thereof, shall mean and include, whether her's and legal representative(s) and, as the case may be.
- ii This Agreement for sale may hereinafter be called and referred to as the said "Agreement".
- iii The parties declare(s) and warrant(s) that they are inhabitant(s) and resident(s) of the Republic of India.
- iv All the capitalised term(s), unless otherwise defined herein, shall mean and have the same meaning as assigned to them in the Agreement.
- v In this Agreement the singular may include the plural and the masculine may include the feminine.


L. D. Sharma

बदल - ९/		
		
२०२३		

- vi. In determining the right(s) and duties of the parties under this **Agreement**, the entire **Agreement** must be read as whole and not in isolation.
- vii. The Owner/Vendor and the Purchasers shall individually be referred as party and collectively referred to as parties.
- viii. Heading(s) are only for the sake of convenience and the same shall not influence the interpretation or meaning of the provisions of this **Agreement** in any manner whatsoever.
- ix. Any reference to the term(s) "herein", "hereto", "hereof", or "thereof", and any other similar term(s) used in this **Agreement** refer to this **Agreement** and not to the particular provision(s) in which the term(s) is used unless the context otherwise requires.

1. **RECITALS:**

1.1. **THAT** (1) M/s. Evershine Builders Pvt. Ltd., a Company duly incorporated and registered under the Companies Act, 1956 having its registered office at 215, Veena Beena Shopping Centre, Guru Nanak Road, Bandra (West), Mumbai, Maharashtra, Bharat 400 050 & (2) M/s. Bombay Real Estate Development Company Pvt. Ltd., a Company duly incorporated and registered under the Companies Act, 1956 having its registered office at Noshirwan Mansion, 3rd Floor, Henry Road, Colaba, Mumbai Maharashtra, Bharat 400005 (the "**Developers**") proposed to construct/develop a residential/commercial complex to be known as "Evershine's Millennium Paradise" consisting of various multi-storeyed building comprising of commercial/residential premises one of them being building (Bldg. No.3 as per the C.C. and O.C) to be known as "**Venus**" (the said "**building**") on the sector no. II of the land(s) or ground(s) bearing chain and triangulation survey (the "**CTS**") No. 809(pt.), 810(pt.), 822(pt.), 818/A(pt.), 824(pt.), & 832 (pt.) situate, lying, and being at Poisar, Taluka Borivali, in the registration district and sub-district of Mumbai Suburban vide Commencement Certificate (the "**CC**") bearing No. CHE/A-2493/BP(WS)/AR, duly issued by the Municipal Corporation of Greater Mumbai (the "**MCGM**");

1.2. **THAT** by and under an Agreement for sale dated 07/02/2001, made and executed between the Developers herein, therein collectively referred to as the "Joint Developers" and individually referred to as "Evershine" & "Bredco" respectively of the One Part, and one ROMA V. NAVANI, therein referred to as "the Purchaser's" of the Other Part, duly lodged for registration under Serial No. PBDR-2/1015 dated 26/02/2001, at the office of the joint sub-registrar of assurances Borivali MSD and indexed on 14/03/2001 at the office of the sub-registrar IV Bombay (Bandra) (hereinafter called and referred to as the "**Principal Agreement**"). The said ROMA V. NAVANI for a valuable consideration and on the terms thereof had agreed to purchase

a self-contained residential unit being "Flat No. 801 admeasuring 497 sq. ft. carpet area on the Eighth Floor in the 'D' wing (now EMP - 16) of the building No. 3 to be known as Venus (now Venus C. H. S. Ltd., situated at Evershine's Millennium Paradise, Thakur Village, Kandivali (East), Mumbai, Maharashtra, Bharat 400101)", constructed on land(s) or ground(s) bearing CTS No. 809(pt.), 810(pt.),

[Signature]

[Signature]

L.D.Sharma



बरल - ९/	
५४५९	९
२-२	३

822(pt.), 818/A(pt.), 824(pt.), & 832 (pt.) situate, lying, and being at Poisar, Taluka Borivali in the registration district and sub district of Mumbai Suburban, within the assessment jurisdiction of "R/South" ward of the MCGM hereinafter for the sake of brevity and convenience called and referred to as the said "Flat", and more particularly described in the schedule written hereunder;

1.3. **THAT** on compliance of the terms and conditions inter alia to the completion of the said building the MCGM issued permission to occupy the said building known as "Venus" vide letter bearing No. CHE/A-2493/BP (WS) AR, dated 18/02/2003 and accordingly, the said plot of land on sector – II bearing CTS No. 809(pt.), 810(pt.), 822(pt.), 818/A(pt.), 824(pt.), & 832 (pt.) was subdivided/amalgamated and new CTS No. 809/A/1 to 4, 809/A/2/B & C of the sector – II were allotted to the plot of land wherein the said building is constructed upon payment of the agreed consideration and other amounts set out in the said Principal Agreement, the said ROMA V. NAVANI was put to the quiet, vacant, peaceful, and physical possession of the said Flat

1.4. **THAT** the said building was duly assessed as property No. RS-3129 (173C) and account No. RS0600925910000 by the Asst. Assessor and collector of the South ward of the MCGM;

1.5. **THAT** all the Purchaser(s) or Owner(s) of residential/commercial and other units of the said building viz. "Venus" formed and registered a housing society under the name and style the **Venus Co-operative Housing Society Limited**, situated at Evershine's Millennium Paradise, Thakur Village, Kandivali (East), Mumbai, Maharashtra, Bharat 400101, which is a corporate body, being a co-operative housing society (the "CHS") limited, duly formed, registered and incorporated under the provisions of The Maharashtra Co-operative Societies Act, 1960, (Maharashtra Act XXIV of 1961) under registration No. BOM/WR/HSG/TC/11795/2002-2003 year 2002 dated 30/09/2002, (hereinafter called and referred to as the said "Society");

1.6. **THAT** the said ROMA V. NAVANI was a deem/registered member of the said Society, holding 10(ten) fully paid up ordinary shares of ₹50/- (Rupees fifty only) each aggregating to ₹500/- (Rupees five hundred only) bearing distinctive numbers from 1211 to 1220 (all inclusive) represented by share certificate number ~~1211~~ dated 01/09/2004 (hereinafter called and referred to as the "Shares").

1.7. **THAT** by and under an Agreement for Sale dated 22/06/2010 made and executed between the said ROMA V. NAVANI, therein referred to as the "Transferor" of the Part; and one (1) Mr. MAYUR B. BALSARA & (2) Mrs. RAMILA B. BALSARA, therein jointly referred to as the "Transferees" of the Other Part; duly registered vide registration receipt no. 5432 dated 22/06/2010 under Serial No. BDR-5/05434 dated 22/06/2010 at the office of the Joint Sub Registrar of assurances Borivali 2, MSD; the said ROMA V. NAVANI for a valuable consideration and on the terms thereof had agreed to sell, assign, convey, transfer and assure her rights, interests and title in the said Flat to the said (1) Mr. MAYUR B. BALSARA & (2) Mrs. RAMILA B. BALSARA upon performance of the terms and conditions of the said Agreement for Sale dated



कल	९/
०४५५	१०
०४	

Sharma
L.D.Sharma

RT

22/10/2010 the said (1) Mr. MAYUR B. BALSARA & (2) Mrs. RAMILA B. BALSARA were jointly put to the quiet, vacant, peaceful, actual, physical and legal possession of the said Flat, the said society recorded its consent by endorsement on the share certificate bearing number 122 dated 01/09/2004 on 31/07/2011 to and in the favour of the said (1) Mr. MAYUR B. BALSARA & (2) Mrs. RAMILA B. BALSARA.

1.8. THAT by and under a Deed of Gift dated 01/06/2022 made and executed between the said Mr. MAYUR BHUPENDRA BALSARA, therein referred to as the "Donor" of the one part; and Mrs. RAMILA BHUPENDRA BALSARA (the Owner/Vendor herein), therein referred to as the "Donee" of the other part; duly registered vide registration receipt no. 7732 dated 01/06/2022 under Serial No. BRL-2/7243 dated 01/06/2022 at the office of the Joint Sub Registrar of assurances Borivali 2 MSD; the said Mr. MAYUR BHUPENDRA BALSARA out of natural love and affection granted and gifted his 50% (fifty percent) undivided share, rights, interests, and title in the said Flat to the said Mrs. RAMILA BHUPENDRA BALSARA and accordingly, the Mrs. RAMILA BHUPENDRA BALSARA was put to the quiet, vacant, peaceful, actual and physical possession of the said Flat the said society recorded its consent by endorsement on the share certificate bearing number 122 dated 01/09/2004 on 05/08/2022 and in the favour of the said Mrs. RAMILA BHUPENDRA BALSARA;



THAT in the circumstances above AND SUBJECT TO WHAT has been stated herein above, the Owner/Vendor is seized and possessed of and/or well and sufficiently entitled to the said residential unit being "Flat No. 801 admeasuring 497 sq. ft. Carpet area on the Eighth Floor in the EMP 16 (erstwhile 'D' wing) of the Venus C. H. S. Ltd., (erstwhile Bldg. No. 3) situated at Evershine's Millennium Paradise, Thakur Village, Kandivali (East), Mumbai, Maharashtra, Bharat 400101", constructed on the sector - II of the land(s) or ground(s) bearing CTS No. 809/A/1 to 4, 809/A/2/B & C situate, lying, and being at Poisar, Taluka Borivali in the registration district and sub district of Mumbai Suburban, within the assessment jurisdiction of "R/South" ward of the MCGM and more particularly described in the schedule written hereunder.

1.10. THAT the Owner/Vendor has agreed to sell, assign, convey, transfer and assure unto the Purchasers and the Purchasers have agreed to purchase, acquire and possess from the Owner/Vendor, the said Flat, the quiet, vacant, peaceful and physical possession thereof along with all the right(s), title and interest(s) together with electric connection, piped gas connection, fixture(s) and fitting(s), share of corpus fund, sinking and other fund(s) of the said Society, deposit(s) including deposit(s) for utilities and all benefit(s) attached to the said Flat and the said membership of the said Society absolutely free from all claim(s), demand(s), encumbrance(s), litigation(s) and dispute(s) whatsoever at or for the total lump sum consideration of sum price set out in the **₹1,40,00,000/- (Rupees One Crore Forty Lakh Only)** (the "Consideration/Price") and the term(s) and condition(s) set out herein receivable/payable on or before 15/07/2023;

बरल - २/		
७४५५	९९	४५
२०२३		

[Signature]
L.D.Sharma

[Signature]

1.11. THAT the Owner/Vendor herein with the consent of the Purchasers had given notice of intention to transfer his shares and interest(s) in the capital/property of the Society as required under rule(s) 24(i)(b) of the Maharashtra Co-operative Societies Rules 1961 in the form(s) prescribed under the new model bye-law(s) No.38(a) (appendix 20/1, & 20/2), the said Society in response thereto granted letter of no objection dated 08/06/2023

1.12. THAT for discharging a part of the said Consideration/Price, the Purchasers have informed the Owner/Vendor that they propose(s) to apply and avail housing loan or finance to the maximum extent of ₹1,25,00,000/- (Rupees One Crore Twenty Five Lakh Only) from Bank(s) and/or Housing Finance Company or Financial Institution(s) of their choice (the "FI's"), the Purchasers have also informed the Owner/Vendor that the aforesaid amount of ₹1,25,00,000/- (Rupees One Crore Twenty Five Lakh Only) shall be remitted directly by such FI's to the Owner/Vendor as the case may be, subject to necessary co-operation being given by the Owner/Vendor as well as the said Society in issuing the letter of no objection for the mortgage pertaining to the said Flat in favour of such FI's and providing other document(s) of the said building or the said Flat such as commencement certificate, occupation certificate, property register card, sanctioned plan etc. that may be demanded by such FI's to the Purchasers.

1.13. THAT the sale of the said Flat is subject to deduction(s) of Income tax, deducted at source (the "TDS") as provisioned under the section 194(l)(a) of the Income tax act 1961 as amended by the Finance Act 2013, the Purchasers shall deduct 1% (one percent) of the said Consideration/Price or any part thereof (i.e. a total amount of ₹1,40,000/- (Rupees One Lakh Forty Thousand Only) being the said TDS and deposit such deducted amount in the Income tax PAN of the Owner/Vendor through Government treasury within 30(thirty) days (as amended by CBDT notification no. 30/2016 dated 29/04/2016) of the succeeding month in which the Consideration/Price or any part thereof has been paid, the aforesaid amount paid by the Purchasers in the Income tax PAN of the Owner/Vendor shall be deemed to be payment of a part of the said Consideration/Price.

1.14. THAT the Owner/Vendor has been provided with a draft copy of this Agreement and has been suitably advised by his advisor(s) and well-wishers and further the Owner/Vendor confirm(s) that after fully understanding and accepting the terms hereof, the Owner/Vendor has decided and agreed to enter into this Agreement; THAT the parties hereto in Agreement with each other are desirous of reducing their term(s) and condition(s) to writing, hence these presents.

2. **NOW THEREFORE**, in consideration of the foregoing and the mutual covenants(s) and promise(s) contained herein, the receipt and adequacy of which is/are hereby admitted and acknowledged, the parties intending to be bound legally, agree(s) as follows:-

बरल - ९/	
११/१५	११/१५
२०२३	

3. **AGREEMENT:** shall mean this Agreement together with the schedules and annexure/s hereto and/or any other document(s) executed in pursuance hereof and shall supersede


L. D. Sharma



all prior writing(s), letter(s) of Intent(s), Agreement(s) and understanding(s) either written or oral, arrived at between the parties hereto with respect to the subject matter hereof.

4. SUBJECT MATTER OF THIS AGREEMENT:

The subject matter of this Agreement is grant, sale, assignment, conveyance, transfer and assurance of the said Flat by the Owner/Vendor to the Purchasers, the quiet, vacant, peaceful and physical possession thereof along with all the right(s), title and interest(s) together with electric connection, piped gas connection, fixture(s) and fitting(s), share of corpus fund, sinking and other fund(s) of the said Society, deposit(s) including deposit(s) for utilities and all benefit(s) attached to the said Flat and the said membership of the said Society of the Owner/Vendor to the Purchasers absolutely free from all claim(s), demand(s), encumbrance(s), litigation(s) and dispute(s) whatsoever for the lump sum price set out in the clause – 8 and the term(s) and condition(s) set out herein.

5. THE OWNER/VENDOR CONVENANT(S): the Owner/Vendor hereby state(s), declare(s), represent(s), undertake(s) and warrant(s) that: -

5.1. Agreed, recorded, and declared, the recital(s) set out herein shall form integral part of this Agreement as if the same are set out and/or reproduced and incorporated herein;

She has agreed to sell, assign, convey, transfer and assure the said Flat, the quiet, peaceful and physical possession thereof along with all the right(s), title and interest(s) together with electric connection, piped gas connection, fixture(s) and fitting(s), share of corpus fund, sinking and other fund(s) of the said Society, deposit(s) including deposit(s) for utilities and all benefit(s) attached to the said Flat and the said membership of the said Society absolutely free from all claim(s), demand(s), encumbrance(s), litigation(s) and dispute(s) whatsoever for the lump sum price set out in the clause – 8 and the term(s) and condition(s) set out herein;

- 5.3. She is the legal, lawful, and absolute owner of the said Flat;
- 5.4. The said Flat is her self-acquired property and that no one else except herself has any right(s), title, and interest(s) in respect thereof;
- 5.5. She has heretofore neither entered into any oral or written agreement(s) for sale nor executed any memorandum(s) of understanding, transfer Agreement(s), transfer form(s), document(s), writing(s) or paper(s) in favour of any party/person(s) or body public or whosoever other than the Purchasers, nor the Owner/Vendor has heretofore;

5.5.1. Received any amount(s) of money by way of consideration or earnest money or deposit(s) or otherwise in any manner whatsoever from any party/person(s) or body public or whosoever other than the Purchasers;

5.5.2. done and/or omitted any act(s), memorandum(s), agreement(s), deed(s), matter(s) of thing(s) so that his ownership right(s), title and interest(s) in the said Flat is jeopardised or prejudiced in any manner whatsoever;

5.5.3. Created any other liability in any manner whatsoever;

5.5.4. Encumbered or charged his right(s), title, or interest(s) in and of the said Flat.



बदल - २०२३
२०२३

(Signature)

(Signature)

L. D Sharma

- 5.6. The said Flat is not affected by any lispendens or insolvency proceeding(s) or any prohibitory order(s) from any authority restraining the Owner/Vendor from dealing with or disposing of or parting with possession of the said Flat or any part thereof, neither the Government or any public authority has issued any order under the Income tax Act, the Wealth tax Act, and/or the Maharashtra Land Revenue Code or under any statute restraining the Owner/Vendor from selling or disposing of the said Flat or any part thereof in any manner whatsoever.
- 5.7. She has not been disqualified or rendered disentitled either at law, equity or otherwise on account(s) of any action(s), step(s) or proceeding(s) or any act(s) of commission(s) or omission(s) including any forfeiture(s), confiscation(s), acquisition(s), requisition(s) and/or reservation(s) and otherwise and there was no and there is no dispute(s) filed or pending or disposed of in respect of the said Flat or in respect of the said building to the knowledge, notice (expressed and/or implied) or information of the Owner/Vendor, nor he has been declared insolvent/bankrupt under the provisions of the law.
- 5.8. There is no minor interested in the said Flat or any part thereof nor there is/are any occupant(s) or dependent(s) claiming any right(s), interest(s) and possession thereof or any part thereof howsoever;
- 5.9. She has paid her share of municipal taxes, water charge(s), electricity charge(s), telephones bill(s), Society's maintenance charge(s), all other outgoing(s), cost(s), charge(s), expense(s), taxes, due(s), due(s) and arrear(s), stamp duty (if any), and applicable taxes (if any) etc. in respect of the said Flat up to the date of quiet, vacant, peaceful and physical possession of the said Flat;
- 5.10. Entire deposit(s) including the deposit(s) for utilities and all other benefit(s) attached to the said Flat and the said membership of the said Society lying to the credit(s) of the Owner/Vendor with the said Society or utility provider(s) shall automatically stand transferred to the Purchasers, further the Owner/Vendor shall not claim any right(s) or take/claim refund in respect to or any part thereof at any time hereafter either now or in future;
- 5.11. She shall obtain/has obtained the necessary permission from the said Society to transfer his all right(s), title, claim, interest(s) and benefit(s) whatsoever enjoyed by the Owner/Vendor including the said Shares, deposit(s), if any, to and in the favour of the Purchasers;
- 5.12. She shall co-operate with the Purchasers for further assuring in law and also for better and more perfectly transferring his all right(s), title, interest(s) and benefit(s) ~~to the said~~ Flat unto the Purchasers for the exclusive use and benefit(s) of the Purchasers;
- 5.13. She shall have no objection whatsoever for the loan or finance being availed by the Purchasers for the payment of a part of the agreed Consideration/Price;
- 5.14. She shall also obtain and deliver the letter of no objection for creation of mortgage OR letter of creation of charge in favour of such FI's, within the specified time limit set out



21		
25	28	29
2023		

Chauhan
L.D.Sharma

RR

in these presents without failure;

- 5.15. She shall have no objection whatsoever for the loan or finance being availed by the Purchasers for the payment of a part of the agreed Consideration/Price;
- 5.16. She shall within the time limit(s) set out herein provide document(s), plan(s), sanction(s) and permission(s) etc. but limited to the building, property, land and the said Flat whichever may be required and/or called by the said FI's;
- 5.17. On receipt of the entire agreed Consideration/Price he shall forthwith put the Purchasers to the quiet, vacant, peaceful and physical possession of the said Flat along with all the document(s) set out in the clause – 6;
- 5.18. There is no material defect in the title pertaining to the said Flat to the best knowledge of the Owner/Vendor;

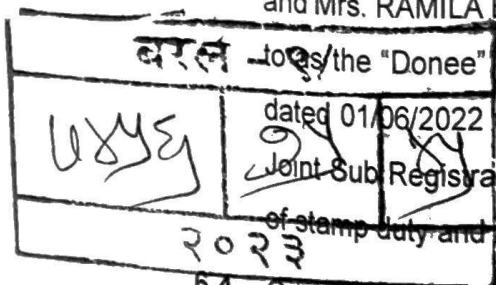
6. **DOCUMENT(S) OF TITLE:** The Owner/Vendor hereby declare(s) that document(s) evidencing the title to the said Flat in his possession are as follows: -

6.1. Original Principal Agreement viz. Agreement for sale dated 07/02/2001, made and executed between the Developers herein, therein collectively referred to as the "Joint Developers" and individually referred to as "Evershine" & "Bredco" respectively of the One Part, and one ROMA V. NAVANI, therein referred to as "the Purchaser's" of the Other Part, duly lodged for registration under Serial No. PBDR-2/1015 dated 26/02/2001, at the office of the joint sub-registrar of assurances Borivali MSD and received on 14/03/2001 at the office of the sub-registrar IV Bombay (Bandra) alongwith receipts for payment of Consideration or any part thereof as contemplated therein, together with receipts for payment of stamp duty and registration fees;

6.2. Original Agreement for Sale dated 22/06/2010 made and executed between the said Mr. ROMA V. NAVANI, therein referred to as the "Transferor" of the One Part; and (1) Mr. MAYUR B. BALSARA & (2) Mrs. RAMILA B. BALSARA, therein referred to as the "Transferees" of the Other Part; duly registered vide registration receipt no. 5432 dated 22/06/2010 under Serial No. BDR-5/05434 dated 22/06/2010 at the office of the Joint Sub Registrar of assurances Borivali 2, MSD alongwith all receipts for payment of Consideration or any part thereof as contemplated therein together with receipts for payment of stamp duty and registration fees;

6.3. Original Deed of Gift dated 01/06/2022 made and executed between the said Mr. MAYUR BHUPENDRA BALSARA, therein referred to as the "Donor" of the one part; and Mrs. RAMILA BHUPENDRA BALSARA (Owners/Vendors herein), therein referred to as the "Donee" of the other part; duly registered vide registration receipt no. 7732 dated 01/06/2022 under Serial No. BRL-2/7243 dated 01/06/2022 at the office of the Joint Sub Registrar of assurances Borivali 2 MSD together with receipts for payment of stamp duty and registration fees;

6.4. Original Share Certificate bearing No. 122, in respect of 10(ten) fully paid up ordinary shares of ₹50/- (Rupees fifty only) bearing distinctive numbers from 1211 to 1220



Handwritten signature

Handwritten signature

L. D. Sharma

issued by the said Society on 01/09/2004;

- 6.5. Original letter of no objection (N.O.C.) for the sale of the said Flat in favour of the Purchasers herein issued by the said Society;
- 6.6. The custody of all the aforesaid document(s) will be handed over along with the quiet, vacant, peaceful, and physical possession of the said Flat to the Purchasers OR directly to the said FI's, in the later event the Owner/Vendor may be required to handover all the document(s) hereinabove prior to the quiet, vacant, peaceful and physical possession of the said Flat being given to the Purchasers.

7. **THE PURCHASERS COVENANT(S):** The Purchaser covenant(s) with the Owner/Vendor that: -

- 7.1. Agreed, recorded, and declared, the recital(s) contained hereinabove shall be an integral part of this Agreement as if the same are set out and/or reproduced and incorporated herein;
- 7.2. Relying absolutely on the representation(s), assurance(s) and warranty(ies) and the guarantee of compliance(s) of all the covenant(s) set out herein by the Owner/Vendor, the Purchasers have agreed to purchase, acquire and possess the said Flat, the quiet, vacant, peaceful and physical possession thereof, the right(s), title and interest(s) together with electric connection, fixture(s) and fitting(s), share of corpus fund, sinking and other fund(s) of the said Association, deposit(s) including deposit(s) for all utilities and benefit(s) attached to the said Flat and the entitlement membership of the said Association of the Owner/Vendor absolutely free from all claim(s), demand(s), encumbrance(s), litigation(s) and dispute(s) whatsoever for or at the said Consideration/Price set out in the clause – 8 and the term(s) and condition(s) cited herein;
- 7.3. They shall pay the entire Consideration/Price, partly through their source of fund(s) and partly through borrowing(s) (personal as well as from the said FI's, as may be required);
- 7.4. They shall not demand or claim(s) the quiet, vacant, peaceful and physical possession of the said Flat prior to the payment of the entire consideration;

8. **AGREED CONSIDERATION/PRICE:**

- 8.1. The Owner/Vendor has agreed to to sell, assign, convey, transfer and assure unto the Purchasers the said Flat, the quiet, vacant, peaceful and physical possession thereof along with all the right(s), title and interest(s) together with electric connection, piped gas connection, fixture(s) and fitting(s), share of corpus fund, sinking and other fund(s) of the said Society, deposit(s) including deposit(s) for utilities and all benefit(s) attached to the said Flat and the said membership of the said Society absolutely free from all claim(s), demand(s), encumbrance(s), litigation(s) and dispute(s) whatsoever for or at the lump sum monetary Consideration/Price of ₹1,40,00,000/- (Rupees One Crore Forty Lakh Only) receivable on or before 15/07/2023;



वरल - ९/		
०४५५	१५	४
२०२३		

L. D. Sharma

L. D. Sharma

AR

8.2. Relying absolutely on the representation(s), assurance(s) and warranty(ies) and the guarantee of compliance(s) of all the covenant(s) set out herein by the Owner/Vendor, the Purchasers have agreed to purchase, acquire and possess the said Flat, the quiet, vacant, peaceful and physical possession thereof along with all the right(s), title and interest(s) together with electric connection, piped gas connection, fixture(s) and fitting(s), share of corpus fund, sinking and other fund(s) of the said Society, deposit(s) including deposit(s) for utilities and all benefit(s) attached to the said Flat and the said membership of the said Society absolutely free from all claim(s), demand(s), encumbrance(s), litigation(s) and dispute(s) whatsoever for or at the lump sum monetary Consideration/Price of ₹1,40,00,000/- (Rupees One Crore Forty Lakh Only) the payable on or before 15/07/2023;

9. **INCOME TAX DEDUCTED AT SOURCE (TDS):**

The Purchasers shall deduct 1% (one percent) of the said Consideration/Price being the Income tax TDS as provisioned under section 194(I)(a) of the Income tax Act, 1961 as amended by the Finance Act 2013 and deposit such deducted amount(s) in the Income tax PAN of the Owner/Vendor through Government treasury within 30(thirty) days of the succeeding month in which the Consideration/Price or any part thereof has been paid; the aforesaid amount paid by the Purchasers in the Income tax PAN of the Owner/Vendor shall be deemed to be payment of a part of the said Consideration/Price.

10. **SCHEDULE OF PAYMENT OF THE SAID CONSIDERATION/PRICE:** The parties hereto have agreed that the payment of the Consideration/Price agreed herein shall be received in the following manner: -



10.1. THAT a sum of ₹15,00,000/- (Rupees Fifteen Lakh only) (inclusive of the applicable TDS) as part Consideration prior to the execution hereof, the receipt and adequacies whereof the Owner/Vendor doth hereby admit(s) and acknowledge(s) of and from the same and every part thereof doth forever acquit(s), release(s) and discharge(s) the Purchasers;

10.2. THAT the Purchasers through a loan from the said FI's shall pay or cause the Owner/Vendor to be paid a sum of ₹1,25,00,000/- (Rupees One Crore Twenty Five Lakh only) being the balance Consideration/Price on or before 15/07/2023, in case the FI's disburse a lesser amount, the deficit amount shall be paid by the Purchasers through their own source;

बरतल - १/			
०४५५	१०	५	
२०२३			
Total			₹1,40,00,000/-

11. **POSSESSION:**

The Owner/Vendor has warranted that upon receipt of the Consideration/Price set out in the clause - 8 hereof, he shall forthwith put the Purchasers to the quiet, vacant, peaceful and physical possession of the said Flat.

12. **CONSEQUENCES:**

12.1. **Applicable to the Purchasers:**

Down

RR

L. D. Sharma

12.1.1. The Purchasers have agreed, assured and warranted that they shall be solely responsible for the payment of said Consideration/Price on or before 15/07/2023 through their own source of funds or borrowing(s) either personal or from the said FI's, provided the Owner/Vendor herein deliver(s) or cause(s) to be delivered all requirement(s) (excluding financial requirement(s)) raised by such FI's such as commencement certificate, occupation certificate, sanctioned plan, writing(s)/paper(s), document(s) including the document of land/property etc. also including the said letter of no objection for creation of mortgage or charge in favour of said FI's within 45(forty five) days from the date of registration hereof. The Owner/Vendor has averred that in case of delay in providing any of the aforesaid documents by the Owner/Vendor to the Purchasers for any reason whatsoever, the Purchasers shall deem to have corresponding extension of time/period for the payment of Consideration/Price;

12.1.2. The parties have agreed that subject to the Owner/Vendor complying with the requirement(s)/demand(s) (excluding financial compliance) raised by the said FI's within the time limit set out herein and the Purchasers default or fail to make the payment of the balance Consideration/Price within the time limit set out herein for any reason(s) whatsoever, then the following shall apply: -

12.1.2.1. The Purchasers shall be given and allowed 30 (thirty) days as grace period provided the Purchasers bear and pay interest at the rate of 18% (eighteen percent) per annum during such grace period;

12.1.2.2. Any further delay or delay or default beyond the grace period shall lead to termination/revocation of this Agreement and the following shall also apply:

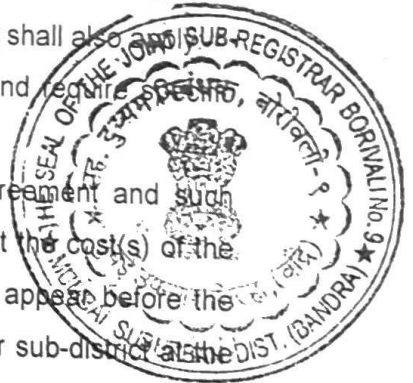
12.1.2.2.1. The Owner/Vendor shall call upon the Purchasers and require performance hereof;

12.1.2.2.2. The Purchasers shall cause cancellation of this Agreement and such cancellation shall be drafted and registered entirely at the cost(s) of the Purchasers, the Owner/Vendor shall co-operate and appear before the sub-registrar of assurance of the concerned district or sub-district at the designated date and time;

12.1.2.2.3. The grace period shall have deemed to be applicable until the aforesaid cancellation of this Agreement and accordingly, the interest set out in the clause - 12.1.2.1 shall also be applicable.

12.1.3. The Owner/Vendor against the registration of the cancellation of this Agreement shall forthwith refund all the amount of Consideration/Price received by him till such date, subject to deduction of the penalties and the cost(s) set out herein, but no further or other damage(s) shall be paid by the Purchasers.

12.2. Applicable to the Owner/Vendor: Subject to the payment of the Consideration/Price set out herein by the Purchasers and the Owner/Vendor delay(s) or default(s) the possession of the said Flat within the time limit set out herein for any reason(s) whatsoever, then the following shall apply: -



बाल - ९/		
७४५९	९८	४५
३०२३		

Order
L. D. Sharma

Order

12.2.1. The Purchasers shall be entitled to specific performance from the Owners/Vendors; inter alia the Purchasers shall also be entitled to:-

12.2.1.1. Interest at the rate of 18% (eighteen percent) per annum on the said Consideration;

12.2.1.2. Monthly rent of similar Flat in the said building for such delayed period;

12.2.1.3. Entire other cost(s) and expense(s) that the Purchasers may have incurred from the date of the negotiations of the sale of the said Flat, but no further or other damage(s) shall be paid by the Owner/Vendor.

12.2.2. The Purchasers shall also be entitled to invoke their right(s) as provided U/s. 5 of the Specific Reliefs Act, 1963.

13. **COMPLETION OF SALE:** The parties agree(s), state(s), declare(s) and undertake(s) that on payment of the said Consideration/Price set out in the clause – 8 hereof by the Purchasers to the Owner/Vendor and the Owner/Vendor forthwith putting the Purchasers to the quiet, vacant, peaceful and physical possession of the said Flat the sale/purchase of the said Flat shall deemed to completed, inter alia that -

13.1. The Owner/Vendor shall pay and clear all the municipal taxes, water charge(s), electricity charge(s), telephones bill(s), society's maintenance charge(s), all other outgoing(s), cost(s), charge(s), expense(s), taxes, due(s), due(s) and arrear(s), stamp duty (if any), all other applicable taxes (if any) etc. in respect of the said Flat up to the date of the quiet, vacant, peaceful and physical possession of the said Flat by the Purchasers;

13.2. The Owner/Vendor shall forthwith put the Purchasers to the quiet, vacant, peaceful and physical possession of the said Flat;

13.3. The Owner/Vendor shall by an appropriate writing(s) resign as the member of the said Society in favour of the Purchasers and request the said Society to admit the Purchasers as member of the said Society in the place of the Owner/Vendor.

13.4. The Owner/Vendor shall duly complete and sign the requisite transfer form(s) and all other relevant form(s), declaration(s) etc. appended in the model bye-law(s) and those declaration(s), undertaking(s) that may be demanded in addition(s) by the said Society for the effective transfer of the said Flat to the Purchasers;

13.5. The Owner/Vendor shall at all time(s) hereafter and whenever required at the request(s) and the cost(s) of the Purchasers, shall appear in person and also do and execute or cause to be done or executed all such act(s), Agreement(s), matter(s) and thing(s) and/or other assurance(s) in law whatsoever that may be required for further and more perfectly vesting and assuring the said Flat unto the Purchasers and whenever required the Owner/Vendor shall sign necessary paper(s), document(s), writing and/or assurances in law that may be required for the transfer of the said Flat;

13.6. The Owner/Vendor shall have no right(s), possession(s) title and/or interest(s) of any nature whatsoever in or about the said Flat and Purchasers shall be solely and exclusively entitled to use, occupy, possess and enjoy the same without any hindrance



बरल - २/	
४४५५	१६५५
२९३३	

Sharma

AS

L-D.Sharma

and/or interference by the Owner/Vendor or any one claiming through or under their behalf in any manner howsoever, the Purchasers shall solely be entitled to deal with the said Flat in such manner as they may desire and think fit and proper, subject to Society bye-law(s) and applicable rule(s) and regulation(s);

13.7. The Purchasers shall be entitled to become a member of the said Society and for such purpose(s) the Purchasers agree(s) to sign necessary application(s), form(s) and other paper(s) as may be required or called upon by the said Society, the Purchasers expressly agree(s) to abide by rules, regulations and bye-law of the said Society for the time being in force or as amended from time to time.

13.8. The Purchasers from the date of quiet, vacant, peaceful and physical possession of the said Flat shall promptly and punctually pay all taxes, maintenance, charge(s), electricity bill, statutory expense(s) and other outgoing(s) in respect of the said Flat;

13.9. This Agreement shall deem to be sale deed or deed of transfer upon payment of the Consideration/Price by the Purchasers and the Owner/Vendor handing over the quiet, vacant, peaceful and physical possession of the said Flat to the Purchasers.

14. TIME SHALL BE THE ESSENCE OF CONTRACT: The parties herein have agreed that the time should be essence of the contract, as far as -

14.1. The payment of above given balance Consideration/Price and

14.2. For handing over the quiet, vacant, peaceful and physical possession of the said Flat to the Purchasers with clear and marketable title absolutely free from all demand(s), encumbrance(s), litigation(s) and dispute(s) whatsoever.

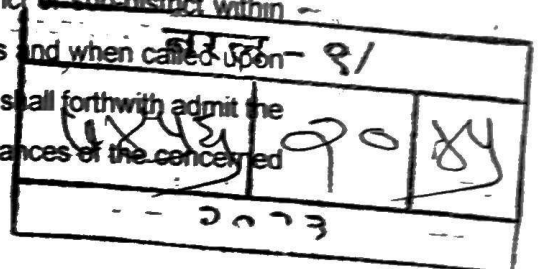


15. OTHER CONDITION(S):

15.1. The Consideration/Price for the sale/purchase of the said Flat has been agreed by the parties after thorough negotiations and the same has no co-relation to the market value determined by the virtue of ready reckoner for the accounting year 2023-2024 published by the Government of Maharashtra;

15.2. Each party shall bear his respective Advocate's fee and their share of other incidental expenditure, if any, in relation to this Agreement;

15.3. Upon payment of the part Consideration/Price set out in the clause - 10.1 to the Owner/Vendor, the Purchasers shall bear and meet the expense(s) of the stamp duty and applicable registration fee(s) set out in the clause - 16, the parties shall complete the execution and upon execution hereof the Purchasers shall lodge this Agreement before the sub-registrar of assurances of the concerned district or sub-district within the time limit granted U/s. 23 of the Registration Act, 1908. As and when called upon by the Purchasers and/or their Advocate(s) the Owner/Vendor shall forthwith admit the execution of this Agreement before the sub-registrar of assurances of the concerned district or sub-district.



16. STAMP DUTY, REGISTRATION FEES AND TRANSFER:

Sharma

AR

L. D. Sharma

The stamp duty of ₹8,40,000/- (Rupees Eight Lakh Forty Thousand Only) as per article 25(b), Schedule – I of the Maharashtra Stamp Act, 1958 AND the registration fee(s) of ₹30,000/- (Rupees Thirty Thousand only) for this transaction shall be paid by through MTR Form No. 6 or e-SBTR by the Purchasers. The necessary transfer charge(s)/donation(s)/ premium(s) payable to the said Society will be borne and paid by the parties herein in equal share.

17. INDEMNIFICATION(S):

The Owner/Vendor hereby indemnifies and agree(s) to keep indemnified and harmless to the Purchasers against all the defect in the title, all claim(s), demand(s), proceeding(s), cost(s), taxes, and expense(s) in connection with any liability which the Purchasers may have to suffer or incur due to the claim(s) from Society, Government Stamp authority, Sub-Registrar of assurances, Taxation authorities or any competent authority or authorities and/or any third party relating to the said Flat sustained prior to the quiet, vacant, peaceful and physical possession of the said Flat being given to the Purchasers.



18. APPLICABLE LAW(S):

18.1. This Agreement is deemed to be a proper contract as defined U/s. 10 of the Indian Contract Act, 1872 and the parties declare that they are competent person(s) to enter, execute and perform this Agreement as defined U/s. 11 of the of the Indian Contract Act, 1872;

18.2. The Purchasers subject to the indemnification(s) set out in the clause – 17 hereof agree(s) to abide by the term(s) and condition(s) set out in the Principal Agreement which is subject to the provision of The Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and rules made thereunder and/or any other Act, Law or Statute for the time being in force;

18.3. This Agreement shall be governed by and construed and enforced in accordance with the law(s) of the Republic of India and the parties hereto agree(s) to submit to the exclusive jurisdiction of the court(s) of Mumbai for resolution of dispute(s) arising out of the subject matter.

THE SCHEDULE OF THE PROPERTY HEREINABOVE REFERRED TO

IN AND ABOUT ALL THAT a self-contained residential unit on absolute ownership basis being "Flat No. 801 admeasuring 497 sq. ft. Carpet area on the Eighth Floor in the EMP 16 (erstwhile 'D' wing) of the Venus C. H. S. Ltd., (erstwhile Bldg. No. 3) situated at Evershine's Millennium Paradise, Thakur Village, Kandivali (East), Mumbai, Maharashtra, Bharat 400101", constructed on the sector – II of the plot of land bearing CTS No. 809/A/1 to 4, 809/A/2/B & C, situate, lying and being at Poisar, Taluka Borivali, in the registration District and Sub District of Mumbai Suburban, duly assessed as property No. RS-3123(17/3C) under account No. RS0600025910000 by the Asst. Assessor and collector R/South ward of the MCGM.

करल - ६७
७४५३
२९
२९

Sharma

RS

L. D. Sharma

Annexure A

List of Fittings & Fixtures in the Flat bearing Flat No 801 in Building No. EMP-16, Venus CHS Ltd. Evershine's Millennium Paradise, Thakur Village Kandivali East, Mumbai - 400101.

<p>Living Room</p> <p>Shoe Rack L Shaped Sofa with Lounger Curtain Rods Daikin A/c 1.5 Tons TV Unit Puffly (Round) False Ceiling Fans (2 Nos) Panasonic TV Led 42 Inches Big Lights (4 Nos) Small Lights (4 Nos) Jhoomar (Centre) Music System</p>	<p>Common Bedroom</p> <p>Wardrobe Double Bed with Side Table Dressing Table Sony TV LCD Shoe Rack Wooden Stool Curtain Rods Fan (1Nos) Tube Light (1 Nos) Lamp Hitachi Window Ac 1 Ton</p>
<p>Master Bedroom</p> <p>Wardrobe Cupboard (Wooden) Dressing Table Single Bed Fan (1Nos) Tube Light (1Nos) Small Lamp Hitachi Window Ac 1 Ton</p>	<p>Kitchen</p> <p>Modular Kitchen Revolving Stand Fan (1Nos) Curtain Rod (1Nos) Samsung Washing Machine Samsung Oven Storage Cupboard Samsung Double Door Side by Side Water Purifier Hob & Chimney</p>
<p>Bathroom 1</p> <p>Geyser Wall Shower Jet Spray Western Commode Shelves Glass Fitting 2 Nos Mirror Backlight Door</p>	<p>Bathroom 2</p> <p>Western Commode Geyser 1 Nos Shelves Glass Fitting 2 Nos Mirror Jet Spray</p> <p>Passage</p> <p>False Ceiling Small Lights-3</p>



Sharma

L.D.Sharma

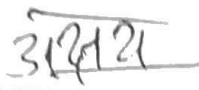
बरल - १/

२४५६	७७	४५

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SUBSCRIBED THEIR SIGNATURE, AFFIXED THEIR MOST RECENT PHOTOGRAPHS, AND IMPRINTED THEIR LEFT HAND THUMB AT MUMBAI ON THE DAY AND THE YEAR FIRST HEREIN ABOVE WRITTEN.

SIGNED AND DELIVERED by
Mrs. RAMILA BHUPENDRA BALSARA
the "Owner/Vendor" withinnamed. In the
presence of the following witnesses: -

1) 

2) 




SIGNED AND DELIVERED by
(1) Mr. DINESHKUMAR SHANTILAL
SHARMA



Mrs. LILEE DINESHKUMAR
SHARMA

the "Purchasers" withinnamed. In the
presence of the following witnesses: -

1) 

2) 



L. D. Sharma



बरल - ९/		
७४५६	७३	४५
२०२३		

RECEIPT

Received of and from (1) Mr. DINESHKUMAR SHANTILAL SHARMA (2) Mrs. LILEE DINESHKUMAR SHARMA the Purchasers withinnamed, a sum of ₹15,00,000/- (Rupees Fifteen Lakh only) (inclusive of the applicable TDS) being the payment of the part Consideration/Price for the sale and transfer of "Flat No. 801 admeasuring 497 sq. ft. Carpet area on the Eighth Floor in the EMP 16 (erstwhile 'D' wing) of the Venus C. H. S. Ltd., (erstwhile Bldg. No. 3) situated at Evershine's Millennium Paradise, Thakur Village, Kandivali (East), Mumbai, Maharashtra, Bharat 400101", in the manner specified hereinafter: -

Ser. No	Mode of Payment	Instrument Number	Instrument Date	Drawn on Bank	Branch	Amount
1	INFT	CEK5735878	16/05/2023	ICICI Bank	Thakur Complex	₹1,00,000/-
2	Transfer	CES7199662	24/05/2023	ICICI Bank	Thakur Complex	₹4,00,000/-
3	Cheque	000509	26/05/2023	ICICI Bank	Thakur Complex	₹10,00,000/-
Rupees Fifteen Lakh only						₹15,00,000/-

I SAY RECEIVED ₹15,00,000/- (Rupees Fifteen Lakh only) as aforesaid.

[Handwritten signature]

(Mrs. RAMILA BHUPENDRA BALSARA)

In the presence of the following witnesses: -

1].....

[Handwritten signature]

2].....

[Handwritten signature]

*Cheque/s and negotiable instrument/s issued herein is/are subject to realisation.



Date: 12/06/2023 Mumbai

बरल - १५		
६४५५	१४	४५
२०२३		

B.S. Eng. High. Proj. (W/S), L. & K. W/road
Dr. Babasaheb Ambedkar Market Bldg.
Kandivali (West), Mumbai-400 002

BRIHANMUMBAI MAHANAGARPALIKA

NO.CHE/A-2493/BP(WS)AR OF

18 FEB 2003

E. Vaid,
to Owner.

Sub : Permission to occupy the completed building No.3 on Sector No.II of land bearing C.T.S.No.809/A/1 to 4, 809/A/2/B & C of Village Poisar, at Kandivali (East).

Ref : Your Arch's letter dated 24.1.2003.



Development work of Building No.3 comprising of Wings 'A' and 'B' - + 8 upper floors and Wings 'C', 'D' and 'E' - Gr.(pt.) + Stilt + 8 upper floors on plot No.II bearing C.T.S. No.809/A/1 to 4, A/2/B & C of Village Poisar situated at Kandivali (East) is carried under the supervision of Shri H.A. Mehta, Licenced Architect Licence No. M-53, Shri Vikram Mehta, Licenced Structural Engineer, having Licence No.STR/M/83 and Lic. Site Supervisor, Shri Chawda, having Licence No.C/118/SS-I, may be occupied on the following conditions.

That the certificates U/s 270A of B.M.C.Act shall be obtained A.E.W.W.R/South and a certified copy of the same shall be submitted to this office.

That all the terms and conditions of the approved layout/sub-division/amalgamation shall be complied with.

That all the intimation of disapproval objections including C. refusal conditions and notes should be duly complied with.

That N.O.C. from Addl. Collector (ENC) shall be submitted before the occupation of last building in the same layout under 180S/LOR.

That the Co-op. Hsg. Society to be formed and registered within three months from the date of issue hereof, or before B.C.C. whichever is earlier.

That D.I.L.R. s certificate of transfer of owner of setback land the name of M.C.G.M. s shall be submitted before B.C.C.

A set of plan duly signed herewith in token of approval
बंद - ५/



Yours faithfully,

4838 DE
2020

P 13 to 17

sd/ [Signature]
Joint Sub-Registrar, Borivali

बंद - ९/
08/02/03
2023

18 FEB 2003

2

✓ COPY Architect, Shri H.A. Mehta.

2. Asstt. Commissioner, R/South

3. E.E.V

4. Dy.A.&C.(W.S.) Bandra

5. A.E.W.W-R/South

6. A.H.S.(R-III)

7. City Survey Office.

For information please.

[Signature]
Ex. Engr Bldg. Proposals
(Western Suburbs) R Wards.



\\OCCUP\JAN\A2493FEB

CERTIFIED TRUE COPY

[Signature]
H. A. MEHTA, B.E. (C), A.M.I.C.E.
Architects & Engineers



बदल - ५/	
५४३५	१७
२०१०	

बदल - १/	
५४५५	१८
२०२३ ५०८	



नोंदणीचे प्रमाणपत्र

नोंदणी क्रमांक : बीओएस/डब्ल्यू-आर/एवरक्षी/टीसी/११७९२००१/२००१
सन २००१



या प्रमाणपत्राद्वारे प्रमाणित करण्यांत येत आहे की,

वीनस को-ऑपरेटिव्ह होटिंग सोसायटी लि.,

[धि.नं.३], सीटीएस नं. ८०९, ८१०, ८२०, राक्टर- ११,

एव्हरसाईन मिलीनीयम पॅराडाईज, कांदिवली [पूर्व] मुंबई-४००१०१.

ही संस्था महाराष्ट्र सहकारी संस्थाचे अधिनियम १९६० मधील (सन १९६१ चा महाराष्ट्र अधिनियम क्रमांक २४) कलम ९ (१) अन्वये नोंदण्यांत आलेली आहे.

उपरिनिर्दिष्ट अधिनियमाच्या कलम १२ (१) अन्वये व महाराष्ट्र सहकारी संस्थेचे नियम १९६१ मधील नियम क्रमांक १० (१) अन्वये संस्थेचे वर्गीकरण "गृहनिर्माण संस्था"

संस्था असून उपवर्गीकरण "गृहनिर्माण संस्था" असे करून राहणाऱ्यांदाती गृहनिर्माण संस्था आहे.



[Signature]

[एस.पी. घोरपडे]

उप निबंधक

या 'आर' विभाग - मुंबई

मुंबई - १.

दिनांक ३०/१/२००१



बंद - ५/
५४३५
२८
२०२०

बंद - १/
५४५५
३०
२०२३

VENUS CO-OPERATIVE HOUSING SOCIETY LIMITED

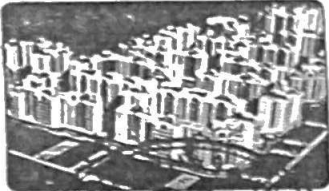
EVERSHINE'S MILLENNIUM PARADISE, SECTOR 2C,

BUILDING NO. 3 : (EMP 13 TO EMP 17)

THAKUR VILLAGE, KANDIVALI (EAST), MUMBAI - 400 101.

(Registered under M. C. S. Act, 1960)

REG. NO.: BOM / W-R / HSG (TC) / 11795 / 2002-2003 DATED : 30-09-2002



CERTIFICATE NO. 122 MEMBER'S REGN. NO.: 122 FLAT NO.: 16/801

PAID UP SHARE CAPITAL RS. 100,000/- DIVIDED INTO 2000 SHARES EACH OF RS. 50/- ONLY.

TO CERTIFY THAT SHRI/SMT./M/s. Roma Navani

IS THE REGISTERED HOLDER OF 10 (TEN) FULLY PAID UP SHARES OF Rs. FIFTY EACH NUMBERED FROM 1211 TO 1220 BOTH INCLUSIVE IN

VENUS CO-OPERATIVE HOUSING SOCIETY LIMITED

EVERSHINE'S MILLENNIUM PARADISE, SECTOR 2C, THAKUR VILLAGE, KANDIVALI (EAST),
MUMBAI - 400 101. SUBJECT TO THE BYE-LAWS OF THE SAID SOCIETY.

GIVEN UNDER THE COMMON SEAL OF THE SAID SOCIETY

ON 1st THIS September DAY OF 2004



[Signature]
AUTHORISED
M. C. MEMBER

[Signature]
SECRETARY

[Signature]
CHAIRMAN

P.T.O.

बाल - १/		
	३१	२०२३
	१५४५	

MEMORANDUM OF TRANSFERS OF THE WITHIN MENTIONED SHARES

Date of Transfer	Transfer No.	Regn. No. of Transferor	To Whom Transferred	Chairman	Secretary
31/07/2011	122	02/050	Mr. Mayur B. Balsara & Mrs. Ramila B. Balsara	<i>[Signature]</i> Chairman	<i>[Signature]</i> Secretary
05/06/2012	197	03/043	Mrs. Ramila B. Balsara	<i>[Signature]</i> Chairman	<i>[Signature]</i> Secretary
			Authorised M. C. Member	Chairman	Secretary
			Authorised M. C. Member	Chairman	Secretary
			Authorised M. C. Member	Chairman	Secretary



[Handwritten notes and signatures in a box at the bottom left of the page.]

VENUS CO-OPERATIVE HOUSING SOCIETY LIMITED

REG.No. BOM/ W-R/ HSG (TC) / 11795 / 2002-2003 DT. 30-09-2002

Shine's Millennium Paradies, 2C, EMP-13 TO EMP-17, THAKUR VILLAGE, KANDIVALI (EAST), MUMBAI - 400 101

Ref No. 16/801-2023-24

Date: _____

Date: - 08/06/2023

TO WHOMSOEVER IT MAY CONCERN



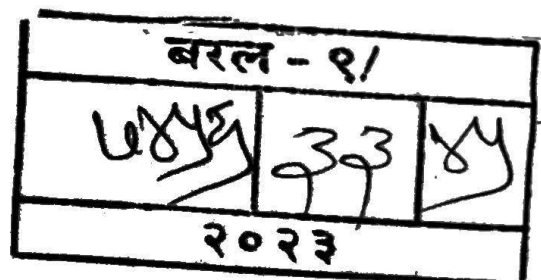
This is to certify that Mrs. Ramila Bhupendra Balsara is the Owner of Flat No. 01, EMP-16 which is situated in Society building known as VENUS CO-OP HSG SOCIETY LIMITED, EVRSHINE'S MILLENNIUM PARADISE, {Building No. 03: EMP 13 TO EMP 17}, SECTOR 2C, THAKUR VILLAGE, KANDIVALI (EAST), MUMBAI-400101.

Further to certify that the said owner / member have paid total dues of the society up to June 2023 and the society have no objection of his selling the flat to prospective buyer. Year of Construction of Building is Feb 2003.

This certificate has been issued on request from the member.

For VENUS CHS LTD.


Chairman /Hon. Secretary



महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग
मुल्यांकन अहवाल सन 2023-2024

१. दस्ताचा प्रकार: करारनामा अनुच्छेद क्रमांक : २५(ब)
२. सादरकर्त्याचे नाव: (1) Mr. DINESHKUMAR SHANTILAL SHARMA & (2) Mrs. LILEE DINESHKUMAR SHARMA
३. तालुका: Borivali
४. गावाचे नाव: Poisar
५. नगर भूमापन क्रमांक/सर्वे क्र./अंतिम भूखंड क्रमांक: 809/A/1 to 4, 809/A/2/B & C
६. मूल्य दर विभाग (झोन): 78 उपविभाग: 349
७. मिळकतीचा प्रकार: निवासी प्रति चौ. मी. दर: 176080
८. दस्तात नमूद केलेल्या मिळकतीचे क्षेत्रफळ: 497 sq. ft. carpet being 55.43 sq. mtrs. built up areas
९. कार पार्किंग: नाही गच्ची: पोटमाळा:
१०. मजला क्रमांक: 8th उद्वाहन सुविधा : आहे/नाही
११. बांधकाम वर्ष: घसारा:
१२. बांधकामाचा प्रकार: आरसीसी
१३. बांजारमूल्यदर तत्त्वातील मार्गदर्शक सूचना क्र. :-..... ज्यान्वये दिलेली घट / वाढ
१४. भाडेकरू व्याप्त मिळकत असल्यास:-
- | | |
|---|-----------|
| १. त्याच्या ताब्यातील क्षेत्र (जुने क्षेत्र): | अनुपयुक्त |
| २. नवीन इमारतीत दिलेले क्षेत्र: | अनुपयुक्त |
| ३. भाड्याची रक्कम: | अनुपयुक्त |
१५. लिक्व् एन्ड लायसेन्सचा दस्त
- | | |
|-------------------------|---------------------------------------|
| १. प्रतिमाह भाडे रक्कम: | अनुपयुक्त |
| निवासी / अनिवासी | २. अनामत रक्कम / आगाऊ भाडे: अनुपयुक्त |
| | ३. कालावधी: अनुपयुक्त |
१६. निर्धारित केलेले बाजारमूल्य:- ₹1,02,48,120.12
१७. दस्तामध्ये दर्शविलेला मोबदला:- ₹1,40,00,000/-
१८. देय मुद्रांक शुल्क:- ₹8,40,000/- भरलेले मुद्रांक शुल्क:- ₹8,40,000/-
१९. देय नोंदणी फी:- ₹30,000/-

लिपिक

सह. दुय्यम निबंधक



बरतन - १/		
७४५६	७	४५
२०२३		