

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on this ___ day of ___, 2023.

BETWEEN

(1) **MR. BALAKRISHNAN THYAGARAJAN** Holder of **Income Tax Permanent Account No. AEGPT6471C** And **Unique Identification of India Aadhar Card No. 986472934229** aged about **48 years**. adult, Indian Inhabitant of State of Maharashtra (District Mumbai), residing at **B-805, Siddharth Nagar, Ekta Suprabhat CHS Ltd, Road No.16, New Siddharth Nagar, Near Vivek College, Goregaon West, Mumbai, Maharashtra – 400104.**

(2) **MRS. KAVITHA MENON** Holder of **Income Tax Permanent Account No. AJOPM4621N** And **Unique Identification of India Aadhar Card No. 818746188815** aged about **45 years**. adult, Indian Inhabitant of State of Maharashtra (District Mumbai), residing at **B-805, Siddharth Nagar, Ekta Suprabhat CHS Ltd, Road No.16, New Siddharth Nagar, Near Vivek College, Goregaon West, Mumbai, Maharashtra – 400104.**

hereinafter called **“THE VENDORS/TRANSFERORS”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns) of the ONE PART;

AND

MS. VIJAYALAXMI NAIDU Holder of **Income Tax Permanent Account No. AFEPN4542D** And **Unique Identification of India Aadhar Card No. 617512352941** aged about **37 years**. adult, Indian Inhabitant of State of Maharashtra (District Mumbai), residing at **9/13, Central Railway Quarters, J K Bhasin Marg, Near G T B Station, Antop Hill, Mumbai, Maharashtra - 400037.** hereinafter called **“THE PURCHASER/ TRANSFEREE”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns) of the OTHER PART;

**WHEREAS THE VENDORS/TRANSFERORS DO HEREBY EXPRESSLY REPRESENT AND
DECLARE TO THE PURCHASER/TRANSFeree AS FOLLOWS:**

WHEREAS

- A. By and under an Agreement dated 23rd August 2005, made and entered into between **M/S. EMGEE DEVELOPERS & CONSULTANTS / S.P.V. Family Trust/ Hareraj Family Trust / Ashiana Family Trust AND MS. MONIKA DESHMUKH KHADKA & MR. GOKARNA KHADKA** duly registered with the office of the Sub-Registrar of Assurances, vide Registration Serial No. BBE2 – 07601 -2005 on 23/08/2005. for consideration therein mentioned, purchased **flat No. 602, 6th Floor, in the C- Wing of the Emgee Greens, Indian Steel Complex, MTV Road, Wadala (East), Mumbai – 400037**, admeasuring about **456 Sq. ft. Carpet area** of the building presently known as **"EMGEE GREENS Co – Operative Housing Society Ltd."** and situated on the plot of land bearing C.S. No. 1/146 of Ward F-North Matunga Division (hereinafter referred to as **the said flat**). The details of which are more particularly described in Schedule I below;
- B. Pursuant to Agreement for Sale dated 12th June 2009, **MONIKA DESHMUKH KHADKA & MR. GOKARNA KHADKA** sold the said Flat to **MR. T. BALAKRISHNAN (MR. BALAKRISHNAN THYAGARAJAN)** and **MRS. KAVITHA MENON** the Transferors herein, and they duly registered the said agreement with the office of the Sub- Registrar of Assurances, vide Registration Serial No. BBE2 – 03999 -2009 dated 12th June 2009, for consideration therein mentioned.
- C. The Transferors / Vendors are the exclusive owners and in lawful occupation and possession of the said flat without any interruption and /or hindrance and free from all encumbrances, charges and claims whatsoever.
- D. Upon the formation of the **Emgee Greens Co-operative Housing Society Limited**, a society duly registered under Maharashtra Co-operative Societies Act 1960, under **Registration No. MUM/W-F-N/HSG/(TC)9077/2010-2011** dated **14th February**

2011 (hereinafter referred to as "the said Society") having its address at MTV Road, Near Dosti Estates, Wadala (East), Mumbai-400 037. The Transferors / Vendors become the registered members of the said society. The Transferors/ Vendors hold **Share Certificate No.113** for **10** fully paid-up shares of **Rs. 50 each**, bearing distinctive numbers from **1121** to **1130 (both inclusive)** of **Emgee Greens Co-Operative Housing Society Ltd.** (hereinafter referred to as "**the said Certificate and the said shares**"). The said Share Certificate is still valid and subsisting and not forfeited by the said Society or any Concerned Authority.

- E. Being the members of the said society, the Vendors/Transferors are well and sufficiently entitled to and have right, title and interest in the Said Flat and benefits attached to it.
- F. The Purchaser/Transferee have approached The Vendors/Transferors for the purchase of the said Flat and the Vendors/Transferors has agreed to sell and transfer all their legal and beneficial rights, title and interest in the flat to The Purchaser/Transferee for a total consideration of **Rs. 1,12,50,000 /- (Rupees one Crore Twelve Lakhs and Fifty Thousand Only)**.
- G. The Transferors / Vendors and The Purchaser/Transferee herein record the terms and conditions upon which Agreement for Sale is made;

NOW, THEREFORE, THIS DEED WITNESSETH AND THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. The Transferors / Vendors hereby declares and represents to The Purchaser/Transferee the following:
 - a) The Documents mentioned in A & B above are subsisting and at no time has been cancelled or any stamp duty refund has been claimed on the same.
 - b) The Transferors / Vendors are the sole and absolute owners of the said Flat and no other person except The Transferors / Vendors has got any share, right, title, interest, claim or demand therein or in any part thereof and The Transferors / Vendors are in exclusive use and occupation of the said Flat;
 - c) The Transferors / Vendors has observed and performed all the rules, regulations and Bye-laws of the said society and that The Transferors / Vendors has not received any notice from the said society nor any proceedings are instituted by the society against The Transferors / Vendors on account of non-observance and non-performance of any of the said rules, regulations and Bye-laws of the society. No Notification has been issued under any Ordinance, Act, Statute, Rules or Regulations (State or Central) or any local body affecting the use of the said Flat;

- d) There is no charge, gift, lease, lien, trust, inheritance easements or other encumbrances of any nature whatsoever in, upon or over the said Flat;
- e) The Transferors / Vendors has not encumbered or agreed to encumber by way of charge, mortgage, gift, lease, lien, trust, inheritance, sale or otherwise howsoever its right, title and interest in the said Flat and that the same is free from all encumbrances whatsoever and further that the same has not been attached either before or after the judgement or by or at the instance of concerned authorities or any other authorities to the effect not to deal with or dispose of the said Flat;
- f) No prohibitory order or injunction has been issued against The Transferors / Vendors by any authority, court or tribunal whereby The Transferors / Vendors in any manner is prevented or restrained from transferring the said Flat in favour of any other person or persons including The Purchaser/Transferee;
- g) No order or litigation is pending, subsisting, and/or threatened in respect of the said Flat and against The Transferors / Vendors;
- h) The Transferors / Vendors has not entered into any agreement for sale, transfer or assignment or for lease of the said Flat or has received any consideration in that behalf;
- i) The Transferors / Vendors has good right, full power and absolute authority to transfer and assign the said Flat in favour of The Purchaser/Transferee;
- j) The Transferors / Vendors hereby agrees to indemnify and keep indemnified The Purchaser/Transferee from or against all actions, suits and proceedings and all claims, demand, expenses or other liabilities of whatsoever nature made or suffered by or brought against The Purchaser/Transferee and arising out of or on account of any declaration or misrepresentation hereinabove made by The Transferors / Vendors; or by virtue of the non-performance or non-observance by The Transferors / Vendors of any of the terms and conditions on which they holds and occupies the said Flat.
- k) The Transferors / Vendors has paid all such taxes, municipal bills, monthly maintenance charges, other charges payable to the said society and other outgoings in respect of the said Flat and the bills raised by the said society for the repairs to the building in which the said Flat is situated, up to one day prior to the completion of the sale of the said Flat to The Purchaser/Transferee. If any amount is found outstanding pertaining to the period prior to completion of the sale of the said Flat to The Purchaser/Transferee, then the same shall be payable by The Transferors / Vendors to The Purchaser/Transferee.

2. On the basis of the aforesaid representations and in consideration of The Transferors / Vendors agreeing to sell and transfer all their rights, title and interest in the said Flat and

the benefits attached to it, to The Purchaser/Transferee, The Purchaser/Transferee shall pay an amount of **Rs. 1,12,50,000 /- (Rupees one Crore Twelve Lakhs and Fifty Thousand Only)**;

- i. Out of the total consideration as above, the Purchaser/Transferee have paid an amount of **Rs. 5,00,000/- (Rupees Five Lakhs only)** as Earnest money, vide cheque no. / UTR No./ Transaction Reference ID – 464550734 dated 09-09-2023 drawn on Punjab National Bank, And the Purchaser/Transferee have paid an amount of **Rs. 5,00,000/- (Rupees Five Lakhs only)** as Earnest money, vide cheque no. / UTR No./ Transaction Reference ID – 465918761 dated 15-09-2023 drawn on Punjab National Bank duly encashed by The Transferors / Vendors, in respect of the said Flat. The Transferors / Vendors hereby admits and acknowledges the receipt hereunder;
- ii. Under Section 194 IA of the Income Tax Act, **1% TDS of Rs. 1,12,500/- (Rupees One Lakh Twelve Thousand Five Hundred only)** has been deducted by The Purchaser/Transferee out of the total consideration as above, and deposited with the Government of India on behalf of and in the name of **MR. BALAKRISHNAN THYAGARAJAN (PAN NO. AEGPT6471C) AND MRS. KAVITHA MENON (PAN NO. AJOPM4621N)**. TDS Certificate to that effect will be issued to The Transferors / Vendors as per the prevalent Income Tax Rules.
- iii. It has been mutually agreed upon by and between the parties hereto that The Purchaser/Transferee shall pay to The Transferors / Vendors the balance consideration of **Rs. 80,00,000/- (Rupees Eighty Lakhs Only)**, by way of NEFT/P.O./Cheque/D.D./RTGS/IMPS or by way of obtaining Loan from any Bank or any Financial Institution within 30 days from the date of Registration of this Agreement for Sale.
- iv. The balance amount of **Rs.21,37,500/- (Rupees Twenty One Lakhs Thirty Seven Thousand Five Hundred only)** has been deposited vide _____ Bank Cheque No./ UTR No. _____ dated _____ in the **HDFC Bank**
Account No. 05011050112297 of **MR. BALAKRISHNAN THYAGARAJAN AND MRS. KAVITHA MENON** on the day of Registration of the Agreement for Sale. The Transferors / Vendors hereby admits and acknowledges the receipt hereunder;
3. Upon receipt of the total consideration of **Rs. 1,12,50,000/- (Rupees One Crore Twelve Lakhs Fifty Thousand only)**, as above, The Transferors / Vendors shall:

- i. Hand over vacant and peaceful possession of the said Flat to The Purchaser/Transferee with all existing amenities / facilities / furniture therein and hitherto enjoyed by The Transferors / Vendors.
 - ii. Deliver to The Purchaser/Transferee the original documents of title relating to the said Flat, viz;
 - a) Original Agreement dated August 23, 2005.
 - b) Possession Letter and the original payment receipts issued by the Builder
 - c) Original Agreement for Sale dated June 12, 2009
 - d) No Objection Certificate from the society for the transfer herein intended
 - e) Proof of repayment of bank loan and Bank Release Letter
 - f) Original Share Certificate
4. The Society Transfer Charges for effecting the transfer of the said Flat in the name of The Purchaser/Transferee shall be borne equally by The Transferors / Vendors and The Purchaser/Transferee and The Transferors / Vendors shall keep The Purchaser/Transferee indemnified against non-payment thereof;
5. The Transferors / Vendors covenants to do all further acts, deeds and things and execute such further writings and documents, as may be necessary for proper and effectual transfer of all the rights, title and interests of The Transferors / Vendors in the said Flat and the benefits attached to it, in favour of The Purchaser/Transferee at the sole cost of The Transferors / Vendors;
6. The Transferors / Vendors covenants to do all further acts, deeds and things and execute such further writings and documents, NOCs, as may be necessary for proper and effectual transfer of BEST Electricity Meter, Mahanagar Gas Meter, etc. in favour of The Purchaser/Transferee.
7. In the event of the transfer of the said Flat not being completed due to any willful default on the part of The Transferors / Vendors , The Purchaser/Transferee shall have the right (a) to require specific performance by The Transferors / Vendors of this Agreement; or (b) terminate this Agreement and call upon The Transferors / Vendors to pay to The Purchaser/Transferee all costs, charges and expenses, including all legal fees incurred by The Purchaser/Transferee from the commencement of the negotiations, for the purchase of the said Flat;
8. The Stamp Duty and the Registration Charges payable on this transaction shall be paid and borne by The Purchaser/Transferee alone. However, the stamp duty (including

interest and penalty, if any) and registration charges in relation to any previous agreements relating to the said flat shall be borne by The Transferors / Vendors, and The Transferors / Vendors shall keep The Purchaser/Transferee indemnified against non-payment thereof.

9. The Purchaser/Transferee hereby undertake to become the member of the said Society and pay all the outgoing and monthly maintenance and other charges payable from the date the Purchaser is put in possession of the said Flat and abide by the Rules and Regulations and Bye-laws of the society.
10. This Agreement for Sale shall always be subject to the provisions of the Maharashtra Ownership Flat Act, 1963 and Maharashtra Ownership Flat rules, 1964 and other provision of the law applicable thereto.

THE SCHEDULE HEREINABOVE REFERRED TO :

All that self-contained flat on ownership right, title being viz. **Flat No. 602** on the **6th floor** in the **"C" wing** of the **Emgee Greens Co-operative Housing Society Limited**, carpet area admeasuring **456 Sq. Ft.** and comprising of One bedroom, toilet, kitchen, dining cum drawing room at **MTV Road, Near Dosti Estate, Wadala (East), Mumbai – 400037**, at C. S. No. 1 / 146 of Ward F-North Matunga Division, along with **10 shares of Rs. 50/- each** bearing distinctive Nos. from **1121 To 1130 (both inclusive)** and the **share Certificate No. 113** and on being situated at land bearing City Survey No. 1/146 Matunga Division, Wadala East Mumbai Suburban District in Registration District and Sub-District of Mumbai City. The said building has 10 floors.

IN WITNESS WHEREOF, THE PARTIES HEREIN HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AT MUMBAI ON THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by the within)
named TRANSFEROR/VENDOR,
MR. BALAKRISHNAN THYAGARAJAN)

SIGNED AND DELIVERED by the within)
named TRANSFEROR/VENDOR,

SAC	GST Rate
37224	18%
Total	

Central Tax	Amount
Rate 9%	2

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This is a

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MRS. KAVITHA MENON

)

In the presence of

)

1.

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2.

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SIGNED AND DELIVERED by the within
named PURCHASER

)

MS. VIJAYALAXMI NAIDU

)

In the presence of

)

1.

)

2.

)

)

RECEIPT

RECEIVED from The Purchaser/Transferee **MS.VIJAYALAXMI NAIDU**, a sum of **Rs.32,50,000/-** (Rupees Thirty Two Lakhs Fifty Thousand Only) being the **Part Consideration for sale in favour of purchasers**, in respect of **Flat No. 602** on the **6th floor** in the **"C"** wing of the **Emgee Greens Co-operative Housing Society Limited**, carpet area admeasuring **456 Sq. Ft.** and comprising of One bedroom, toilet, kitchen, dining cum drawing room at **MTV Road, Near Dosti Estate, Wadala (East), Mumbai – 400037**, at C. S. No. 1 / 146 of Ward F-North Matunga Division in the following manner:

Sr. No.	Rupees	Cheque/ RTGS/NEFT/IMPS/ UTR No.	Dated	Drawn On
1	5,00,000 /-	464550734	09-09-2023	Punjab National Bank
2	5,00,000 /-	465918761	15-09-2023	Punjab National Bank
3	21,37,500 /-			
4	1,12,500 /- (T.D.S.)			

We say received

Rs. 32,50,000/-

MR. BALAKRISHNAN THYAGARAJAN

MRS. KAVITHA MENON

WITNESSES:

EMGEE GREENS CO-OPERATIVE HOUSING SOCIETY LTD.

REGN NO. MUM/WF-F-N/HSG/(TC)/9077/2010-11 DATED: 14-2-2011

MTV Road, Near Dosti Estate Wadala (East), Mumbai-400037.GSTIN 27AAAAE4159M1ZH
Email : societyoffice.emgee@gmail.com Ph : 02224172502**TAX INVOICE****BILL FOR THE MONTH OF 1-Aug-2023 To 31-Aug-2023****MR. C 602 T BALAKRISHNAN AND KAVITHA MENON****BILL NO. : 661/23-24****FLAT NO.:** C602**SQ.FEET:** 456**DUE DATE :** 20-8-2023**BILL DATE:** 1-8-2023

Sr.	PARTICULARS	GST%	AMOUNT
1	Maintenance Fee		4,000.00
2	Repair Fund (456.00 Sq. Ft. X Rs. 0.15 / month)		68.00
3	Sinking Fund (456.00 Sq. Ft. X Rs. 0.05 / month)		23.00
4	Education & Training Fund (Rs 10/- per month)		10.00
5	Emergency / Contingency Fund		1,000.00
TOTAL			5,101.00
PRINCIPAL ARREARS:			
INTEREST ARREARS:			
ADD: INTEREST			
ARREARS			
ADVANCE			400.00
GRAND TOTAL			₹ 4,701.00

Amount in Words : Rs. Four Thousand Seven Hundred One Only

E. & O.E.

1. Payment should be made in favour of Emgee Greens Co-Operative Housing Society Ltd. & A/c PAYEE ONLY.
2. Payment must be made on or before due date of every month. No post dated cheques are accepted.
3. Interest @18% p.a. will be charged on delayed payments.
4. Members are requested to write their name, wing, flat, bill no., date on the reverse of the chq. Or mail us the screen shot of IMPS/NEFT/Bank Transfer payment at societyoffice.emgee@gmail.com
5. Receipt will be issued with the next month bill.
6. The monthly maintenance has been increased from Rs. 3600/- to Rs. 4000/- as per general body decision in the ratio 49:12 as per agenda number 4 of the 10th AGM held on 31/03/2021
7. Monthly maintenance is equally divided unit wise between 135 units (131 flats + 4 shops)
8. Bank Details for Online Transfer or NEFT : Bank Name : Union Bank of India, A/c No. 583502010003463, IFSC Code : UBIN0558354, Branch : Wadala (E).
9. Emergency / Contingency Fund by collection of Rs. 1000 per month for a period of 1 year, which was created to meet the growing Legal and Civil expenses as decided by Majority vide Agenda No. 6 of the 11th AGM of EMGEE GREENS CHSL held on 27/03/2022

SOCIETY'S GSTIN : 27AAAAE4159M1ZH

FOR EMGEE GREENS CO-OPERATIVE HOUSING SOCIETY LTD.

MEMBER'S GSTIN :

SAC :

HON.SECRETARY/HON.TREASURER

EMGEE GREENS CO-OPERATIVE HOUSING SOCIETY LTD.

REGN NO. MUM/WF-F-N/HSG/(TC)/9077/2010-11 DATED: 14-2-2011

MTV Road, Near Dosti Estate Wadala (East), Mumbai-400037.GSTIN 27AAAAE4159M1ZH

RECEIPT

RECEIPT NO: 322

DATED: 20-Jul-2023

RECEIVED WITH THANKS FROM C 602 T BALAKRISHNAN AND KAVITHA MENON [Wing CC602]

SUM OF RS. FIVE THOUSAND FIVE HUNDRED SEVENTY THREE ONLY BY CHEQUE NO. NEFT

DT. 20-Jul-2023 DRAWN ON

₹ 5,573.00

(Subject to Realization of Cheque)

FOR EMGEE GREENS CO-OPERATIVE HOUSING SOCIETY LTD.

HON.SECRETARY/HON.TREASURER

THIS IS A COMPUTER GENERATED INVOICE

PART III
For the Customer
ACKNOWLEDGEMENT

Serial No.: 212417

13BUS

Received From: Mr. T. Balakrishnan

Franching Amount: 2,24,400

Charges: 10

Total: 2,24,410

Vide P/O No. / Cash / Transfer Cheque

Drawn on

or Cash towards franking of document

Signature / Stamps of Bank



Signature of Customer:
I confirm that I have checked the value franked and the bank is not liable for anything related to the document.



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AGREEMENT FOR TRANSFER OF FLAT

THIS AGREEMENT FOR TRANSFER OF FLAT made at Mumbai on this 12/06/09 day of June, 2009 in the Christian Year Two Thousand and Nine BETWEEN (1) MRS. Monika Deshmukh Khadka and (2) Mr. Gokarna Khadka both adult Indian Inhabitants of Mumbai having their address at flat no. 602, 'C' Wing, Emgee Greens, MTV Road, Wadala (E), Mumbai-400037 hereinafter referred to as the "TRANSFERORS" (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include their respective heirs, executors and administrators) of the One Part AND (1) Mr. T. Balakrishnan and (2) Ms. K. Menon, both adult Indian Inhabitants of Mumbai presently residing at A-26, Vihar, R.A.Kidwai Marg, Wadala West, Mumbai 400031, hereinafter referred to as the "TRANSFEREES" (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include their respective heirs, executors and administrators and assigns) of the Other Part.

Verified
D.F.C. 9
D-551P/M/C.R. 10100/3/2004/2009

INDIA
R. 02264001-PB51335
15:09
JUN 11 2009

Mrs. Khadka

T. Balakrishnan

K. Menon

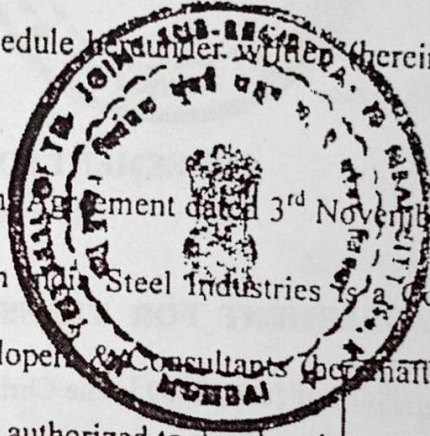
1. WHEREAS:

(a) Prior to June 2004, three family Trusts viz., (1) Ashiana Family Trust (2) SPV Family Trust and (3) Hareraj Family Trust (hereinafter called as the Owners of the said Property) each of whom have one third undivided right, title, interest in the and sufficiently entitled to all that piece and parcel of land registered in the Books of the Collector of Land Revenue bearing Cadastral Survey Nos. 299, 300, 303, 30, 306, 307, 302, 1/298, 3/298, 2/298, 146, 298 (Part) of Antop Hill, Wadala, Matunga Division, F-Ward, Mumbai together with the dwelling houses, buildings and structures standing thereon, situate, lying and being at in the Registration District Mumbai City and Mumbai Suburban and as more particularly described in the First Schedule hereunder, (hereinafter referred to as "the said property").

(b) By and under Development Agreement dated 3rd November 2003 between the said owners (in which India Steel Industries is a Confirming Party) and M/s. EMGEE Developers & Consultants (hereinafter referred to as the Developers) have been authorized to develop the said Property.

(c) By and under an agreement dated 23rd August, 2005 executed between EMGEE Developers & Consultants, the said Developers, on the One

Part, (1) Ashiana Family Trust (2) SPV Family Trust and (3) Hareraj Family Trust the Owners on the Second Part and the Transferors herein referred therein as the Purchasers of the other part (hereinafter referred to as "the said agreement"), the Transferors herein agreed to purchase and acquire from the said Developers and Owners, a residential flat bearing Flat no 602, sixth floor, 'C' wing, EMGEE Greens, India Steel Complex, M T V Road, Wadala (East) Mumbai - 400 037 admeasuring 456 sq. feet carpet area / 42.37 sq. mtrs (carpet) consisting of a living-cum-dining room, 1 bedroom and a kitchen with necessary passage, on the sixth floor of the said building as more particularly described in the



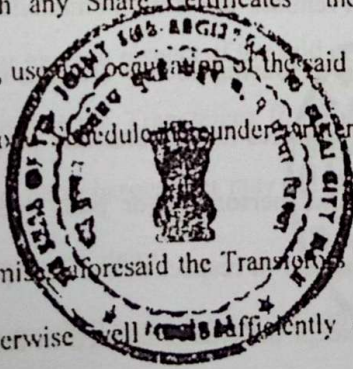
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Handwritten signatures

Second Schedule hereunder written (hereinafter referred to as "the said flat") at or for consideration and on terms and conditions therein contained. Hereto annexed and marked **EXHIBIT -A** is a copy of the Agreement dated 23rd August, 2005 executed between **EMGEE Developers & Consultants**, the said Developers, on the One Part, (1) **Ashiana Family Trust** (2) **SPV Family Trust** and (3) **Hareraj Family Trust** the Owners on the Second Part and the Transferors herein, referred therein as the Purchasers of the other part.

- (d) In pursuance to the said agreement and in consideration of receipt of entire purchase price by the Transferors to the said **EMGEE Developers & Consultants**, the said Developers, on the One Part, (1) **Ashiana Family Trust** (2) **SPV Family Trust** and (3) **Hareraj Family Trust** the Owners on the Second Part, the later delivered to the Transferors possession of the said flat in the year 2006. The Municipal Corporation for Greater Mumbai has granted Occupation Certificate to the said residential building under their letter dated 31st May, 2005.
- (e) The owners of flats in the said building have not formed and registered a co-operative housing society, and the entire premises is under the control of the said Developers and Owners. till date the responsibility of maintenance of all the building along with the entire compound, garden, etc., till a Cooperative Housing Society etc., are formed, the Developers doing the maintenance and are charging Rs. 3,100 towards the maintenance charges and property tax for each month .
- (f) Since the Society is NOT formed till date the Transferors herein are not issued with any Share Certificates though the Transferors are in possession, use and occupation of the said flat more particularly described in the Second Schedule hereunder written on what is called "ownership basis".
- (g) In the premises aforesaid the Transferors herein are seized and possessed of or otherwise well and sufficiently entitled to the said flat more



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Signature
Signature

particularly described in the Second Schedule hereunder written as "joint owners".

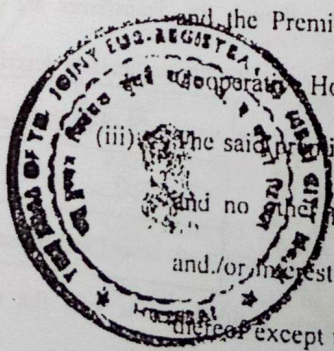
- (b) The Transferors herein are desirous of transferring and assigning all their right, title and interest in respect of the said flat together of the building Emgee Greens for use against Flat No. 602/C along with the right to be shareholders of the Society as and when the Society is formed and are entitled without obstruction to the membership rights in the Society when formed to a prospective purchaser against valuable consideration.
- (i) Having learnt the Transferors' above intention, the Transferees expressed their desire to purchase and acquire from the Transferors the said premises with clear and marketable title and free from encumbrances at the lump sum consideration of Rs.46,00,000 (Rupees forty six lakhs only) (hereinafter referred to as the "Purchase Consideration").

2. The Transferors represented to the Transferee that:

- (i) The Transferors have acquired the said premises from their self-earned income/funds and partly financed by a housing loan from their bankers (i.e. Bank of Punjab which was merged with Centurion Bank and later acquired by HDFC Bank (hereinafter referred to as the "Transferors' Lender")) and the same has not been purchased and acquired from the income/funds belonging to any HUF;

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- (ii) The said premises stand in the joint names of the Transferors and the Premises are still maintained by the Developers as a Housing Society etc., has not yet formed;



- (iii) The said premises are the absolute property of the Transferors and no other person and/or party has any share, right, title and/or interest in respect of the said premises and/or any part thereof except the charge created in favour of the Transferors' Lender, details of which have been provided to the Transferees;

[Handwritten signatures]

[Handwritten signature]

[Handwritten signature]

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

1. CONFIRMATION OF RECITALS

The statements and representations of the parties hereto set out in recitals herein above form an integral part of this Agreement as if the same are incorporated herein and the basis of assignment and transfer by the Transferors of the said premises in favour of the Transferees.

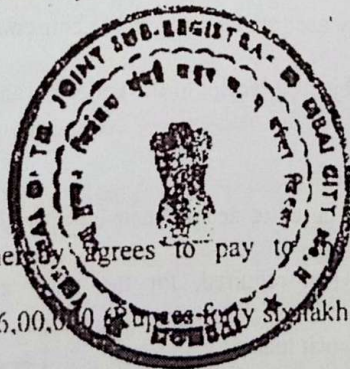
2. AGREEMENT FOR TRANSFER OF PREMISES

Subject to compliance by the parties hereto of the terms and conditions of this agreement, the Transferors do and each of them doth hereby agree to assign, convey and transfer to the Transferees and the Transferees hereby agree to purchase and acquire from the Transferors the premises consisting of the flat bearing Flat no. 602, sixth floor, 'C' Wing, EMGEE Greens, India Steel Complex, M T V Road, Wadala (East) Mumbai - 400 037 admeasuring 456 sq. feet carpet area / 42.37sq. mtrs (carpet) consisting of a living-cum-dining room, 1 bedroom and a kitchen with necessary passage, on the 6th floor of the said building Emgee Greens for exclusive use and as more particularly described in the Second Schedule hereunder written and the membership rights along with share certificates of the Cooperative Housing Society whenever formed in with clear and marketable title at or for lump sum consideration i.e. Rs.46,00,000 (Rupees forty six lakhs only).

3. CONSIDERATION

The Transferee hereby agrees to pay to the Transferors the said agreed consideration Rs.46,00,000 (Rupees forty six lakhs only) in the following manner viz.,

- a) Rs.5,00,000 (Rupees five lakhs only) have been paid by the Transferees to the Transferors on or before the date of execution hereof vide HDFC Bank cheque No. 705713 dated 03/06/2009. (payment and receipt whereof



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[Handwritten signatures]

11th June, 2009.

To,
Mrs. Monika Deshmukh Khadka,
Mr. Gokarna Khadka,
Flat No. 602, C Wing,
Emgee Greens,
Wadala (E),
Mumbai. - 400 037.

Sub: - No Objection for Re-sale Flat no "C" 602.

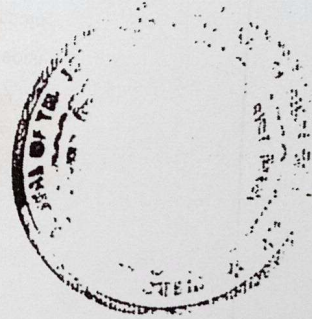
Dear Madam,

This is with Reference to your application regarding resale of flat no "C" 602 in our building at Emgee Greens Wadala. We have No Objection to resale your flat to Mr. T. Balakrishnan & Mrs. Kavitha Menon.

Thanking You,
Yours faithfully,



Emgee Developers & Consultants,
Monali Patil.
G.M. Operations.



वर्ष :-
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MUNICIPAL CORPORATION OF GREATER MUMBAI

No. EB/119/FNA/ 11.9.07

Mr. Mudhit M. Gupta
A. to Mr. H.B. Gupta
Jia Steel Complex,
Gy. Gate No. 4, Antop Hill,
Wadala, Mumbai 400 037

Mr. H.B. Gupta
Jia Steel Complex
Gy. Gate No. 4, Antop Hill
Wadala, Mumbai 400 037

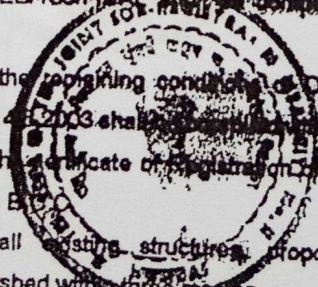
Sub: Proposed residential building on property bearing C.S.No.298 and 302 of Matunga District North Ward at Antop Hill, Wadala, Mumbai. Part occupation for 9th and 10th residential floors of Wing "C".

- 1. Your Architect's letter dated 30.7.2007
- 2. Part occupation granted for 1st to 10th floors of Wing B dated 31.5.2005
- 3. Part Occupation granted for Shop Nos. 1, 2 and 3 on Ground floor of Wing B and C and 1st to 8th floor residential Wing "C" dated 20.1.2008

WITHOUT PREJUDICE

With reference to above letter, this is to inform you that there is no objection to occupy the part building under reference for 9th and 10th upper residential floors of Wing C, which is constructed under supervision of Architect Shri Anish D. [redacted] and Regd. Structural Engineer Shri A. Parker (Regn.No.BTRP/00) subject to following conditions :-

- 1. That the certificate u/Sec.270A of M.M.C. Act shall be submitted before B.C.C.
- 2. That the remaining conditions of I.O.D., amended approval letters dated 11.3.2004, 15.12.2004 and 7.5.2007 shall be complied with before asking O.C. for entire work.
- 3. That the remaining conditions of terms & conditions of approval letter u/No.EB/185/FNA/ [redacted] shall be complied with before occupation for entire work.
- 4. That the remaining conditions of O.P. Permission u/No.CHE/1573/DPC dated 4.12.2003 shall be complied with before occupation for entire work.
- 5. That the certificate of registration of Co-op. Hsg.Soc. shall be submitted before B.C.C.
- 6. That all existing structures proposed to be demolished shall be demolished within the stipulated time.
- 7. That the amenity plot shall be developed and handed over to M.C.G.M. before further occupation permission.



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That adequate care shall be taken for safety of the occupants while the remaining work in progress.
This part occupation permission is granted without prejudice to rights. Will to take action under Section 353-A of M.M.C. Act, if found necessary. Set of plans duly stamped/signed showing occupation permission. Marked portion marked red is returned herewith as token of approval.

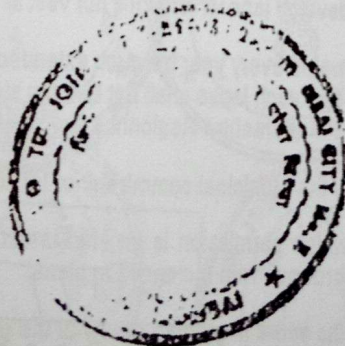
Yours faithfully,

^{Sd/-}
Dy. Chief Engineer
Building Proposals (City)

No. EB/118/FN/A
11.9.09

1. Shri Anish Chouhan
Architect
137, Hind Rajasthan Building
95, Dadasaheb Phalke Road
Dadar, (East)
Mumbai-400-014.
2. Asstt. Commissioner F/North
3. A.E.W.W./F/North Ward
Dy A.&C. (City).
5. O.S. (B.P.) City

^{Sd/-}
10/04/09
Dy. Chief Engineer
Building Proposals (City).



वर्ष - २
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FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1986.

NO. EEBPC / 118 / FNA of 11/2/04

COMMENCEMENT CERTIFICATE

To,

Shri. Mudit Gupta

C-A to Shri. Harbanslal B. Gupta
C.S.No. 146, 291, 1/298, 2/298, 3/298,
299, 301, 302, 303, 304, 306 & 307.
of Marungee Divn, Antop Hill,
Wadada, Mumbai.



At,

With reference to your application No. 5603, Mun. dated

5/9/2003

for Development Permission and Grant of Commencement Certificate under Section 44 and 69 of the Maharashtra Regional and Town Planning Act, 1986, to carry out development for Proposed bldg. on sub-divided plot 'A' on property C.S.No. 146, 298, 1/298, 2/298, 3/298, 299 to 306 & 3074 locality and building permission under section 34B of the Bombay Municipal Corporation Act, 1988, to erect a building in Building No. _____ on Plot No./C.S.No./C.T.S. No. 146, 298, 1/298, 3/298 Divisor Village/Town Planning Scheme No. _____ Situated at Road / Street Antop Hill, Wadada Ward 17/2 the Commencement Certificate/ Building permit is granted on the following conditions:-

1) The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.

2) That no new building or part thereof shall be occupied or allowed to be occupied or used permitted to be used by any person until occupancy permission has been obtained.

3) The Commencement Certificate/Development permission shall remain valid for a year yet commencing from the date of its issue.

4) This permission does not entitle you to develop land which does not vest in you.

5) This Commencement Certificate is renewable every year but each extended period shall be in a case exceed three years; provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1986.

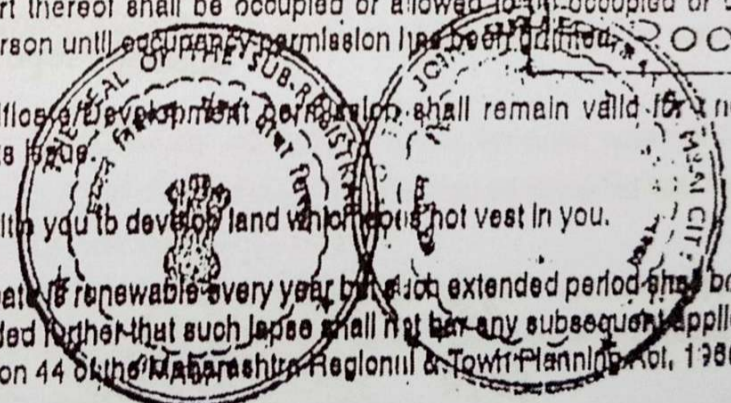
6) This certificate is liable to be revoked by the Municipal commissioner for Greater Mumbai, if:-

a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.

b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.

c) The Municipal commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresenting and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Sec 43 & 45 of the Maharashtra Regional and Town Planning Act, 1986.

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2003



7) The conditions of this Certificate shall be binding not only on the applicant but on his heirs, assignees, administrators and successor and every person deriving title through or under

8) The Municipal Commissioner has appointed Shri. M. N. BARABDE Assistant Engineer, to exercise his powers and functions of the Planning Authority under of the said Act.

This Commencement Certificate is valid upto 10/2/05

This C.O. is issued upto plinth level only

For and behalf of Local
The Municipal Corporation of Greater

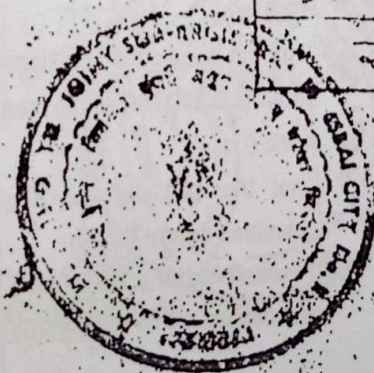
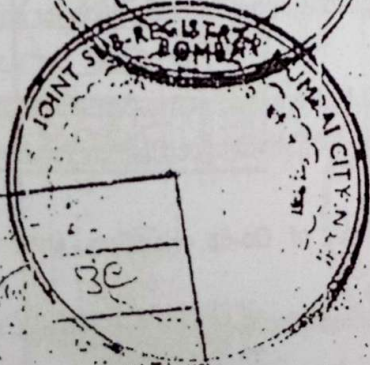
Asstt
Building Proposals (

For MUNICIPAL COMMISSIONER FOR GREATER
EB/118/FN/A w/12/03/04

This C.O. is endorsed as per amended approved plan dt. 11
plinth level.

EB/118/FN/A w/24/3/04

extended for entire work being 'B' and w



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A. R.

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. EB/118/FN/A

31/5/08

Engr. Bldg. Proposals (Case)
1st Ward Municipal Offices,
8th Floor, 10-Sk. Hafizuddin Str.,
Gandhi DOMBAY-400033

M. Gupta
H.B. Gupta
Complex,
No.4, Antop Hill,
Mumbai 400 037

Sub: Proposed residential building on property bearing new C.S.No.298 and 302 of Matunga Division in F/North Ward at Antop Hill, Wadala, Mumbai - Part occupation for still to 13th residential floors of Wing "A".

- Ref: 1. Your Architect's letter dated 18.02.2006
 2. Part Occupation granted for 1st to 10th floor of Wing B dated 31.5.2005
 3. Part Occupation granted for Shop Nos. 1, 2 and 3 on Ground floor of Wing B and C and 1st to 8th floor residential Wing 'C' dated 20.1.2008
 4. Part Occupation granted for 9th & 10th floor residential Wing 'C' dated 11.09.2007

NOT PREJUDICE

With reference to above letter, this is to inform you that there is no objection to occupy the part building under reference for still to 13th upper floor of Wing "A", which is constructed under supervision of Architect Shri Anish Chouhan (No.CA/75/1304) and Regd. Structural Engineer Shri V.A. Parker (No.STR/P/68) subject to following conditions :-

That the certificate u/Sec.270A of M.M.C. Act shall be submitted before B.C.C.

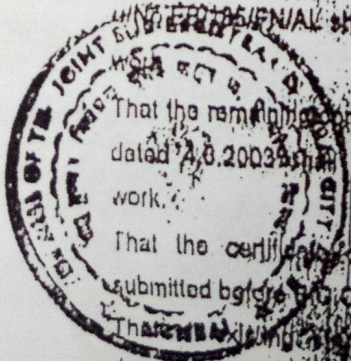
That the remaining conditions of I.O.D., amended approval letters dated 11.3.2004, 15.12.2004, 7.5.2007 and 03.01.2008 shall be complied with before asking O.C. for entire work.

That the remaining conditions of terms & conditions of approval letter No. EB/118/FN/A shall be complied with before occupation for entire work.

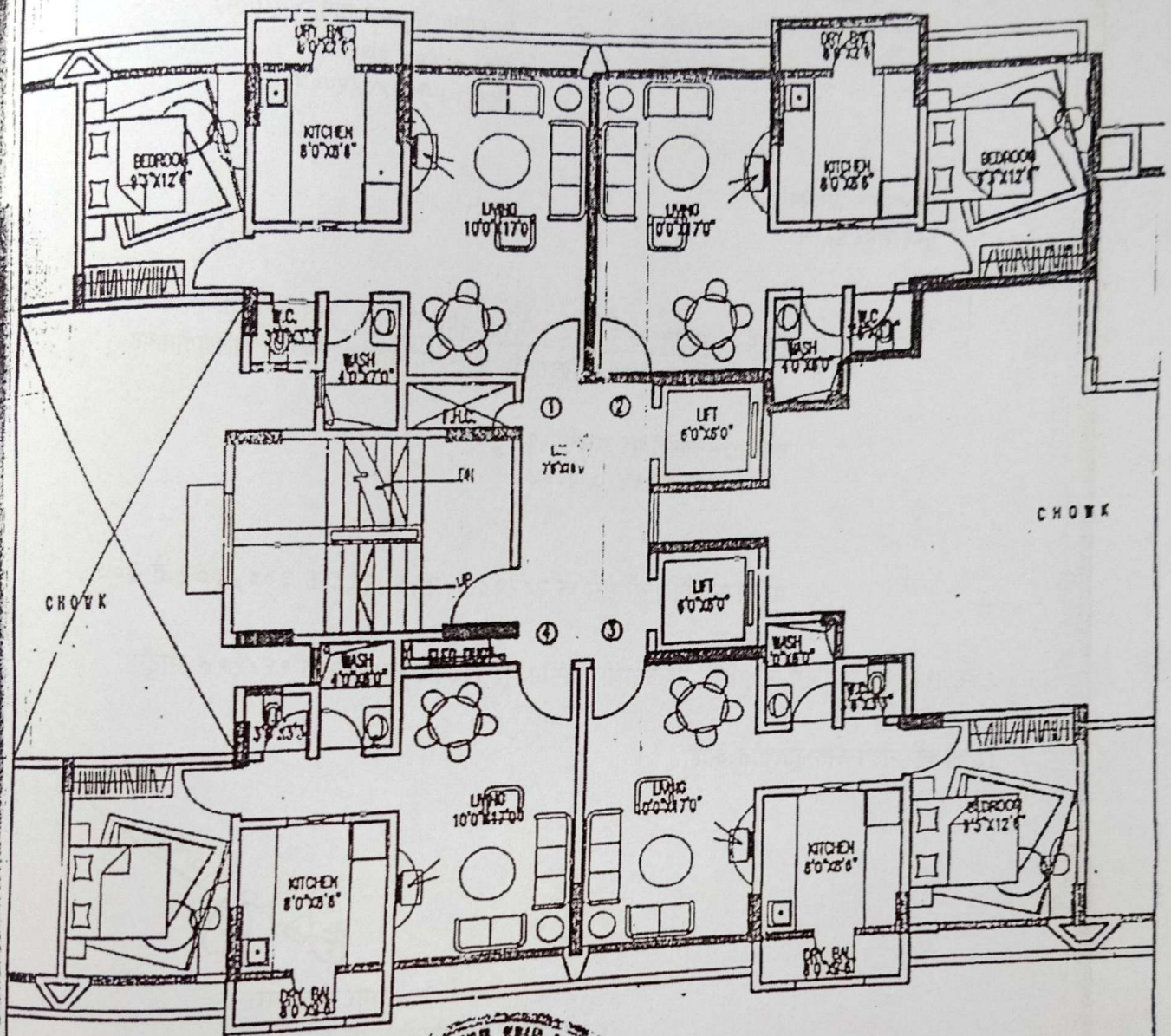
That the remaining conditions of D.P. Form containing CHED/570/PPC dated 7.8.2003 shall be complied with before occupation for entire work.

That the certificate of Registration of Co-op. High Rise shall be submitted before B.C.C.

That the existing structures proposed to be demolished shall be demolished within three months.



Handwritten signature and date: 31/5/08



PLAN

FLAT NO. 602 ON

FLOOR MEASURING

= 456 SFT [CARPET AREA].

B. D. JAISWAL
MAHARASHTRA
REGD. No. 716
GOVT. OF INDIA

1	2
3	4
5	6

Handwritten signature and date

Please Tick

BS9

1839
18/10/2023

PMAY Yes/No	Annual Gross Income
CIF No.	PAL
Existing SBI A/C No.	Tie up (If applicable)
LOS Reference No.:	Take Over

Applicant Name : VIJAYALAXMI NAIDU

Co-Applicant Name :

Contract (Resi.) Mobile :

Loan Amount : Rs 8000000/-	Tenure :
Interest Rate :	EMI :
Loan Type :	SBI LIFE : YES / NO
Hsg. Loan _____ Maxgain _____	
Realty _____ Home Equity _____	

Property Location :

Property Cost :

Name of Developer / Vendor :

RBO-	Zone-	Branch- <i>Chembur Market</i>	Code No.
Name S.S.L. Co ordinator along with Mob No.:			
Name RACPC Co ordinator along with Mob No.:			
Name of HLST / MPST / BM / FS alongwith Mob No. :			

	DATE		DATE
SEARCH - 1		RESIDENCE VERIFICATION	Done SB
SEARCH - 2		OFFICE VERIFICATION	
VALUATION - 1		SITE INSPECTION	
VALUATION - 2			

H-72285

AMT	
PROCESSING OFFICER	Nandini 18/10/2023
RESI/OFF	
TIR 20110123	V.S. Legal.
VALUATION 28/10	Valuation. Vaasthika
SITE	
LOAN A/C	
T.D.	
D.E.	

STATE BANK
RACPC SOL

Amr
18/10/2023

FORM - A (PERSONAL DETAILS)

APPLICANT CO-APPLICANT GUARANTOR

Existing Customer Yes No

CIF No/ Account No.



Name: First Name VIJAYALAXMI Middle Name PANDURENGAN Last Name NAIDU

Salutation Mrs Ms Dr. Other

Gender M F Transgender

Marital Status Single Married Other

Date of Birth 21 06 1986

Name of Spouse: First Name Middle Name Last Name

Relation with Primary Applicant (Applicable for Co-applicant/ Guarantor)

Name of Father: First Name PANDURENGAN Middle Name SHRINIWAS Last Name NAIDU

Aadhaar / UID No. 617512352941

PAN No. APEPN4542D

Vijaya Lakshmi

Passport No.

Driving License No.

Voter ID No.

MGNREGA Job Card No.

Residential Status Resident NRI / CIO

Citizenship

Religion Hindu Islam Christian Sikh Jain Buddhist Zoroastrian Bahaist Judaist Agnosticist Others

Category SC ST OBC General

Residential Address

Present Address: Years at current address Months at current address Residence Type Owned Rented Company Lease

Address 1 602, M6, B-WING, PARIWAR SOCIETY

Address 2 PRATI KSHA NAGAR

Address 3

Pincode 400022 Village MUMBAI City MUMBAI

District MUMBAI State MAHARASHTRA Country INDIA

Mobile No. 9786912747 Email ID vijiii@gmail.com

Is the Permanent Address Same as Present Address? Yes No

Permanent Address: (If no, fill below)

Address 1

Address 2

Address 3

Pincode Village City

District State Country

Mobile No. Email ID

Is applicant/co-applicant/guarantor is near relative of any of the director (including Chairman and Managing Director) of SBI/ other Bank? Yes No

Designation Chairman Managing Director Other Director

Name of the Chairman/ MD or other director: First Name Middle Name Last Name

Indicate Name of Bank/ Subsidiary/ Schedule co-operative Banks/ Trustees of Mutual Fund/ Venture Capital Fund.

Relationship with applicant/ co applicant/ guarantor

- Spouse (Dependent)
- Daughter (including step daughter) (Independent)
- Spouse (Independent)
- Daughter's husband
- Father
- Brother (including step brother)
- Mother (including step mother)
- Brother's wife
- Son (including step-son) (Dependent)
- Sister (including step-sister)
- Son (including step-son) (Independent)
- Sister's husband
- Son's wife
- Brother (including step brother) of spouse
- Daughter (including step daughter) (Dependent)
- Sister (including step-sister) of spouse