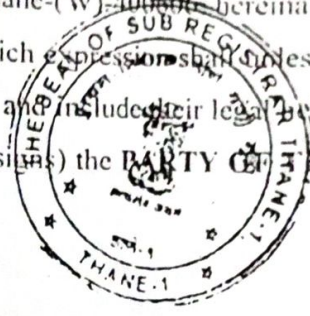


**AGREEMENT FOR SALE**

टनन - 9  
15<sup>th</sup> of 2011  
दस्तावेज दि. 15/03/2011  
दस्तावेज दि. 15/03/2011  
(having POA Of Mrs.  
33 years PAN No.

THIS ARTICLE OF AGREEMENT made at THANE  
BETWEEN 1) MRS. MAHEK KAMLESH KHILNANI  
Mahek Kamlesh Khilnani and Himself ). Age 33 years  
AECPN3128E. AND 2) MR. KAMLESH PRAKASH KHILNANI. Age 37  
years, PAN No. BJWPK4485R, both R/at -Flat No.-1305, B-Wing, Dosti  
Vithika , Dosti Vihar , Kores Road, Vartak Nagar, Thane-(W)-100606 hereinafter  
called and referred to as the "TRANSFERORS" (which expression shall unless it  
be repugnant to the context or meaning thereof means and include their legal heirs,  
executors, administrators, legal representatives and assigns) the **PARTY OF THE**



**FIRST PART;**

AND

MR. ANANT LAXMAN GAJMAL, Age 36 years, PAN : ANSPG5818R, &  
Adult, Indian Inhabitants, residing at - B/2001, Vasanta CHS. Ltd. Dosti Vihar  
Complex, Vartak Nagar, Thane(W)-400 606 hereinafter called and referred to as  
the "TRANSFEEEE" (which expression shall unless it be repugnant to the context  
or meaning thereof means and include his heirs, executors, administrators, legal  
representatives and assigns) the **PARTY OF THE SECOND PART;**

WHEREAS by virtue of First Agreement for Sale dated 15.03.2011 duly  
registered with the Sub-Registrar of Assurance, Thane under Sr. No.- TNN-5-  
2673-2011 dated 15/03/2011 the TRANSFERORS herein had purchased and  
acquired a residential premises from M/S. DOSTI CORPORATION (VIHAR) a  
Partnership registered under the provisions of Indian Partnership Act, 1932 and  
carrying on business as builders, building contractors, property developers,  
promoters of Co. Operative Societies etc. and having their office situated at  
Lawrence & Mayo house, First Floor, 276, Dr. D. N. Road, Fort, Mumbai - 400  
001 with Mrs. Vinita Jagdish Khetwani, bearing Flat No.1703, having 745  
sq.ft. equivalent to 69.24 Sq.mtr. carpet area (inclusive area of balcony and

*Mahek* *Khilnani*

1

*Original*

टकन - 9  
 (for cupboards if any) on 7<sup>th</sup> Floor, along with one Podium Car Parking No.-  
 प-231, in B-wing, of buildings of the Society popularly known as DOSTI  
 VITHIKA / (DOSTI VIHAR) CO. OP. HSG. SOC. LTD. Of the complex known  
 as DOSTI VIHAR, lying being and situated at Village - Panchpakhadi, Kores  
 Road, Vartak Nagar, Pokhran Road No.1, Thane (W)-400606. Second Agreement  
 of sale dated 15.03.2011 duly registered with the Sub-Registrar of Assurance,  
 Thane under No.- TNN-5-3489-2017 dated 31/03/2017 between MRS.  
 VINITA JAGDISH KHETWANI & MRS. MAHEK KAMLESH KHILNANI  
 & MRS. KAMLESH PRAKASH KHILNANI within the limits of Thane  
 Municipal Corporation Thane which Premises hereinafter in this Agreement for  
 brevity's sake is referred to as "The Said Premises" and more particularly  
 described in schedule 'A' written hereunder.

AND WHEREAS thus the TRANSFERORS herein became a bonafide members of the said DOSTI VITHIKA (DOSTI VIHAR) CO. OP. HSG. SOC. LTD. a society registered under Registration No. TNA/ (TNA)/ HSG / (TC) / 27918 / 2015, Dated 14.09.2015 and having right title and interest and membership in respect of the SAID PREMISES, which society hereinafter in this Agreement, for brevity's sake is referred to as "The Said Society" . The Said Society have yet not issued Share Certificates to its members/ occupants of the Said building, including the TRANSFERORS herein;

AND WHEREAS thus TRANSFERORS have clear and marketable title in respect of the SAID PREMISES and the TRANSFERORS are well and sufficiently entitled to the SAID PREMISES and has absolute right and power to hold, occupy and deal with and dispose of the SAID PREMISES and every part thereof;

AND WHEREAS the TRANSFEREE being in need of a suitable and convenient accommodation, came to know about the same, approached to the TRANSFERORS whereupon the TRANSFERORS represented to the TRANSFEREE that;

*[Handwritten signature]*

*[Handwritten signature]*

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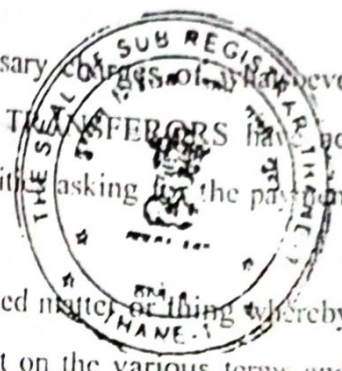
*[Handwritten signature]*

a. There are no suit, litigation, civil or criminal or any other proceedings pending as against the Seller TRANSFERORS personally or affecting the SAID PREMISES;

C. 1 - 9  
 or any other proceedings  
 affecting the SAID  
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b. They have not mortgaged and/or created any charge and/or lien over the SAID PREMISES and the SAID PREMISES is free from encumbrances of whatsoever nature;

c. The TRANSFERORS have paid all the necessary stamp duty and have not received any notice from any statutory body or authority asking for the payment of any nature whatsoever of the SAID PREMISES;



d. The TRANSFERORS have not done any act, deed matter or thing whereby they are prevented from entering into this Agreement on the various terms and conditions stated herein in favour of the TRANSFEREE and the TRANSFERORS have all the right, and interest to enter into this Agreement with the TRANSFEREE on the various terms and conditions as stated herein;

e. If there any previous dues, pending and/or balance to pay any authority, in respect of the Said Premises till handing over the possession, and if there any defect in title of the Said Premises, they shall be solely responsible for that and they shall indemnify and keep indemnified the TRANSFEREE in respect thereof.

AND WHEREAS believing the aforesaid representations the TRANSFEREE offered to purchase the Said Premises and right, title and interest in and upon the SAID PREMISES and also along with the benefits of the membership including the said Shares of the SAID PREMISES of the said Society, at and for lump sum Price/ Consideration of Rs.1,05,00,000/- (Rupees One Crore Five Lakhs only).

AND WHEREAS after considering the said offer from all the angles and being found the same, fair at present market value, the same has been ultimately accepted by the TRANSFERORS and has thus decided to reduce the terms and conditions of the said Agreement into writing, as follows:-

AND NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES

3  
 [Handwritten signatures and marks]

<p>टलम - १</p> <p>HEREIN AS UNDER</p> <p>दस्तावेज संख्या / १०००</p>
<p>1. The TRANSFERORS do hereby agreed to sell, assign and transfer and the TRANSFEREE do hereby agreed to purchase and acquire the right, title and interest in and upon the said residential premises bearing Flat No.1703, having 745 sq.ft. equivalent to 69.24 Sq.mtr. carpet area (inclusive area of balcony and/or subroom(s) if any) on 17<sup>TH</sup> Floor, along with one Podium Car Parking No. P-231, in Building, of buildings of the Society popularly known as DOSTI MITAIKA (DOSTI VIHAR) CO. OP. HSG. SOC. LTD. Of the complex known as DOSTI VIHAR, being and situated at Village - Panchpakhadi, Kores Road, Vartak Nagar, Vokhran Road No.1, Thane (W), within the limits of Thane Municipal Corporation, Thane at and for a lump sum price of Rs.1,05,00,000/- (Rupees One Crore Five Lakhs only). along with the right, title and interest in and upon the SAID PREMISES and also together with the benefits of membership, share.</p>

1. The TRANSFERORS do hereby agreed to sell, assign and transfer and the TRANSFEREE do hereby agreed to purchase and acquire the right, title and interest in and upon the said residential premises bearing Flat No.1703, having 745 sq.ft. equivalent to 69.24 Sq.mtr. carpet area (inclusive area of balcony and/or subroom(s) if any) on 17<sup>TH</sup> Floor, along with one Podium Car Parking No. P-231, in Building, of buildings of the Society popularly known as DOSTI MITAIKA (DOSTI VIHAR) CO. OP. HSG. SOC. LTD. Of the complex known as DOSTI VIHAR, being and situated at Village - Panchpakhadi, Kores Road, Vartak Nagar, Vokhran Road No.1, Thane (W), within the limits of Thane Municipal Corporation, Thane at and for a lump sum price of Rs.1,05,00,000/- (Rupees One Crore Five Lakhs only). along with the right, title and interest in and upon the SAID PREMISES and also together with the benefits of membership, share.

2. That, the TRANSFEREE has paid the said consideration amount of Rs. 1,05,00,000/- (Rupees One Crore Five Lakhs only). to the TRANSFERORS in the following manner: -

- a) Rs.3,95,000/- by way of Cheque bearing No. 074424, dated 23/07/2018 drawn on Cosmos Bank, Thane.
- b) Rs. 1,05,000/- has been agreed as the consideration amount payable as TDS on sale of property as per (Form 26QB) i.e. 1% on behalf of the TRANSFERORS and the same would be deducted from the total amount of Rs 1,05,00,000 (Rupees One Crore Five Lakhs only) this amount will be paid in name of the Mrs. Mahesh Kamlesh Khilnani.
- c) Rs.1,00,00,000/- within the period of 30 days from the date of Registration of this agreement by way of obtaining Housing loan.

Thus, the TRANSFEREE has paid a sum of Rs. 3,95,000/- (Rupees Three Lakhs Ninety Five Thousand only) towards earnest money & part payment out of total consideration amount, receipt of which the TRANSFERORS do hereby admit and acknowledge hereunder written. The TRANSFEREE further agreed to pay the balance consideration amount of Rs.1,00,00,000/- (Rupees One Crore Only) within stipulated period as mentioned hereinabove, for which the

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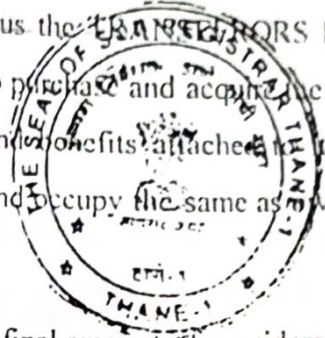
*(Handwritten signature and date)*

TRANSFERORS has no objection whatsoever nature.

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दस्त क्रमांक १२०११ / २०१८
physical, legal vacant and

3. The TRANSFERORS shall handover the actual, peaceful possession of the SAID PREMISES to the TRANSFEREE upon receiving the entire amount of consideration.

4. As stated above the TRANSFEREE have agreed to pay to the TRANSFERORS said consideration amount and thus the TRANSFERORS have agreed to sell and the TRANSFEREE have agreed to purchase and acquire the said premises along with all rights, title and interest and benefits attached thereto, on ownership basis, and the TRANSFEREE shall use and occupy the same as owners thereof, absolutely and forever.



5. The TRANSFERORS, after receipt of full and final amount of consideration, shall have no claim, right, title, interest ownership demand or charge of whatsoever nature in or to the SAID PREMISES themselves or through their predecessors in title. The TRANSFEREE thereafter shall do all the needful in respect of the SAID PREMISES to secure his title to the SAID PREMISES and the TRANSFERORS shall keep the TRANSFEREE indemnified from and compensated for any losses, damages or injury legal or otherwise caused to the SAID PREMISES by reason of any act, omission or failure of TRANSFERORS pertaining to the period prior to handing over the possession of the SAID PREMISES to the TRANSFEREE.

6. Upon receiving full and final amount of consideration, the TRANSFERORS shall transfer share certificates, in favour of the TRANSFEREE for effectual, legal Transfer the SAID Premises in the name of TRANSFEREE.

7. The TRANSFEREE hereby agrees that on becoming the members of the said society the TRANSFEREE shall abide by all the single bye-laws, rules and regulations adopted by the Said Society.

8. The TRANSFEREE after taking possession of the SAID PREMISES shall be entitled to have hold on the occupation and use of the SAID PREMISES as the same is fit for occupation and the TRANSFEREE can hold the same for unto and to the use benefit for themselves, their heirs, executors, successors, forever without any claim, charge, interest, demand or TRANSFERORS or any person on their

*[Handwritten signatures]*

*[Handwritten signature]*

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 behalf or who may claim through them or in trust form them subject only on the  
 part of the TRANSFEREE to pay the taxes, assessments, charges, duties or calls  
 made by the society, Club-House Dues, Municipal Corporation, Government or  
 any local authority or corporation in respect of the SAID PREMISES

9. The TRANSFEREE further declare that he shall pay all the liabilities towards Municipal Taxes, Electricity bills, society maintenance club-house charges and other charges etc. due against the Said Premises, from the date of taking over the possession of the SAID PREMISES. The TRANSFERORS hereby further declares that the Said Premises shall be made free from all encumbrances and liabilities arising in future pertaining to the period upto the date of possession and shall be cleared off by them.

10. The TRANSFERORS further declares that they have full right and absolute authority to enter into this agreement and that they have not done or performed or caused to be done or suffered any act, deed, matter and thing whatsoever whereby they may be prevented from entering into this Agreement or transferring the SAID PREMISES as purported to be done hereby or whereby the TRANSFEREE hereto may be obstructed, prevented and/ or hindered in enjoying the rights, title to be conferred or transferred hereby in their favour whereby the quiet and peaceful possession or enjoyment of the TRANSFEREE in respect of the SAID PREMISES may be disturbed. In the event, contrary being found, the TRANSFERORS shall indemnify and keep indemnified the TRANSFEREE from any loss caused to the TRANSFEREE because of the defect in title.

11. The TRANSFERORS shall obtain necessary No Objection certificate from DOSTI VITHIKA (DOSTI VIHAR) CO. OP. HSG. SOC. LTD. to effectuate the legal perfect Transfer of the SAID PREMISES in favour of the TRANSFEREE and to confirm the above Transfer of the Said Premises and the Said Shares in respect of the SAID PREMISES in favour of the TRANSFEREE.

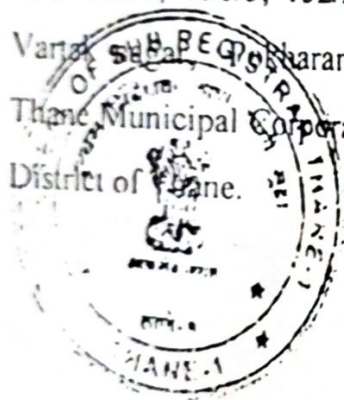
12. It is mutually agreed by and between the parties that the aforesaid consideration includes the cost of the said shares and benefits accrued to the SAID PREMISES and various deposits paid by the TRANSFERORS to the said Society.

13. The TRANSFEREE are bound to get SAID PREMISES legally transferred in their own names/ favour after observing all necessary procedure and get all the

6

**SCHEDULE OF THE SAID PREMISES**

**THAT PIECE AND PARCEL** of Residential Premises Flat No.1703, having <sup>78099</sup> 745 sq.ft. equivalent to 69.24 Sq.mtr. carpet area (inclusive area of balcony and/or cupboards if any) on 17<sup>TH</sup> Floor, along with one Podium Car Parking No.-P-231, in B-wing, of buildings of the Society popularly known as **DOSTI VITHIKA (DOSTI VIHAR) CO. OP. HSG. SOC. LTD.** Of the complex known as **DOSTI VIHAR**, standing on the land bearing S.No.144A/1(p), 145(p), 146/5b,6b, 148/1b, 2b,3,7, 8b, 149/2b,152/4 149/4/3, 149/3/4, 149/4/1, 149/3/2, 150/2, 150/4, 165/4, 165/5, 166/1/1, 169, 170, 171/1(p), 171/2 to 9, 172/1,2,173A/1, 150/5, 152/2 lying being and situated at- Village - Panchpakhadi, Vartak Sub-Regd. Road No.1, Thane (W) 400606, within the limits of Thane Municipal Corporation and in the Registration District and Sub-Registration District of Thane.



*Handwritten notes:*  
D. S. ...  
Original

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दस्तावेज क्र. ११०७ / २०१६  
२३/८०  
hereinabove mentioned.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their  
respective hands on the day, month and year first hereinabove mentioned.  
SIGNED, SEALED & DELIVERED by

the withinnamed "TRANSFERORS"

1) MRS. MAHEK KAMLESH KHILNANI  
(POA holder of Mr. Kamlesh Prakash Khilnani)



2) MR. KAMLESH PRAKASH KHILNANI



in the presence of.....

1. MR. PRASHANT JESWANI

*(Signature)*

2. Mr. Nilesh Gajmal

*(Signature)*

SIGNED, SEALED & DELIVERED by

the withinnamed "TRANSFEEE"

MR. ANANT LAXMAN GAJMAL &

*(Signature)*



in the presence of.....

1. MR. PRASHANT JESWANI

*(Signature)*







Certificate No. 145

टन - 9
दस्तावेज क्र. 10000 / 1000
30/80

# THANE MUNICIPAL CORPORATION, THANE

(Regulation No. 37)

For Building Type No. 1, 2, 3, 4, 5, 6 and 7

## Occupancy Certificate

आवृत्ति प्रमाणपत्र

P.No. 2006/23 TMC/TDD 165 Date 27/9/2012

0. अर्बिटाईन कन्सल्टंट (इं) प्रा. लि. (कायदा विभाग)

1. देव कॉर्पोरेशन संदर्भ प्रमाणपत्र तपस्यें केंद्रवरी कक्षा 2, टन (परिसर) 2000 2000

2. इंडियन रेगुलेशन अन्धु नियामक मंडळी लि. नॉन अलव्ह अन्धु नियामक मंडळी (मंडळी)

3. योत्ती नॉनपॅरिशन (विभाग) सके भागीदार श्री. (विभाग) विभाग (विभाग) (विभाग) (विभाग)



Sub -

Ref. V. P. No. 2006/23

Your Letter No. 2993 dated 09/02/2012

2994 dated 26/02/2012

Sir,

The part/full development/work/erection/re-erection alteration in / of building / part building no.

As Above situated at पांचपडाडी Road / Street Ward No. Sector

No. 3 S.No. / E.T.S.No. / F.P.No. कालोडमजी Village पांचपडाडी under the

Archetype consultant's (i) Pvt., Ltd

supervision of Licensed Surveyor/Engineer/Structural Engineer/Supervisor/

Architect / Licence No. CA/89/12205 may be occupied on the following conditions:

नॉन स. क्र. 1/07/1, 1/07/2, 1/07/3, 1/07/4, 1/07/5, 1/07/6, 1/07/7, 1/07/8

- सद फ्लॉट अे : इमारत टाईप अे क्र. 1 ते 4 :- स्टिल्ट + फाडीयम + 21 मजले, पल्लव हाऊस :- स्टिल्ट + 2 मजले
- सव फ्लॉट बी : इमारत टाईप बी 1 :- क्र. 1 :- स्टिल्ट + फाडीयम + 20 मजले
- इमारत टाईप बी 2 :- क्र. 2 व 3 :- स्टिल्ट + फाडीयम + 20 मजले
- इमारत टाईप सी 1 :- क्र. 3 व 4 :- स्टिल्ट + फाडीयम + 20 मजले
- इमारत टाईप सी 2 :- क्र. 4 :- स्टिल्ट + फाडीयम + 20 मजले

As set certificated completion plan is returned herewith

Office No.:

*Yours faithfully*

Office Stamp :

Date :

Municipal Corporation of the city of Thane.

- Copy to
- 1) Collector of Thane
  - 2) Dy. Mum. Commissioner
  - 3) E. E. (Water Works) TMC
  - 4) Assessor Tax Dept. TMC
  - 5) Vigilance Dept T.D.D., TMC

# Dosti Vithika (Dosti Vihar) Co-operative Housing Society Ltd.

( Regd. No. : TNA / (TNA) / HSG / (TC) / 27918 / 2015 dated 14-09-2015 )

Dosti Vithika, Dosti Vihar Complex, Vartak Nagar, Thane - 400 606.

Share Certificate No.: 220 Member's Regn. No. 220 No. of Shares : 10 (TEN)

## SHARE CERTIFICATE

(AUTHORISED SHARE CAPITAL OF ₹ 500/- DIVIDED INTO 10/- SHARES OF ₹ 50/- EACH)

### DOSTI VITHIKA (DOSTI VIHAR) CO-OPERATIVE HOUSING SOCIETY LTD.

Dosti Vithika, Dosti Vihar Complex, Vartak Nagar, Thane - 400 606.

(Registered under the Maharashtra Co-operative Societies Act, 1960)

Registration No. TNA / (TNA) / HSG / (TC) / 27918 / 2015 Date : 14-09-2015

This is to Certify that Mr. / Mrs. / Ms. / M/s. Vinita Jagdish Kshetwani

Wing B Flat No. 1703

is / are the Registered Holder of 10 (TEN) Fully Paid up Shares of ₹ 50/- (FIFTY) each Numbered from 2191 to 2200 both Inclusive, in

### DOSTI VITHIKA (DOSTI VIHAR) CO-OPERATIVE HOUSING SOCIETY LTD. THANE

subject to the Bye-Laws of the said Society. Given under the Common Seal of the Said Society on this 18<sup>th</sup>

day of Feb. 2017



B. J. Borde  
Authorised  
Management Committee  
Member

B. K. Kulkarni  
Secretary

[Signature]  
Chairman

# Dosti Vithika (Dosti Vihar) Co-operative Housing Society Ltd.

( Regd. No. : TNA / (TNA) / HSG / (TC) / 27918 / 2015 dated 14-09-2015 )

## MEMORANDUM OF TRANSFERS OF THE WITHIN MENTIONED SHARES

Transfer No.	AGM/ MCM Date	Regn. No. of Transferor	To Whom Transferred	Regn. No. of Transferee
17	AGM 23.9.2017	220	Mrs. Mahesh Kamlesh Khilnani MR. Kamlesh Prakash Khilnani <i>[Signature]</i> Authorised Management Committee Member Secretary Chairman	263
40	MCM 26.04.2019	263	MR. Anant Laxman Gajmal <i>[Signature]</i> Authorised Management Committee Member Secretary Chairman	286
			Authorised Management Committee Member Secretary Chairman	
			Authorised Management Committee Member Secretary Chairman	

(L)

# PROFORMA - B

## CONTENT OF SHEET

TYPE-A ( STILT + POD + 21ST FL. ) BLDG. NO. 18 TO 4th  
 FLOOR PLANS , AREA DIAGRAM, AREA CALC STILT FLOOR PLAN,  
 STAIRCASE AREA STATEMENT, SUMMARY, ETC..  
 STAMP OF DATE OF APPROVAL OF PLANS

Approval is hereby granted  
 Subject to Conditions mentioned  
 in this Office Letter

To: THE MCD OFFICE, 165, VIJAYA, 2007/23  
 Dated: 27/9/2012

*Signature*  
 27/9

*Signature*  
 Engineer  
 (MCD)

Thane Municipal Corporation  
 Thane

### स्वावधान

'मंजूर नकाशानुसार बांधकाम व कामां नसेच  
 बिकाम विबंधना विभागानेनीनसार भावश्यक न्या  
 परवानगाण व सेवा वीकका करणें, शहरागट्ट  
 प्रादेशिक व नग. नकसा आदि साधने कनस  
 अनुसा कावतपाव पुता आदि. बागाडी जायतीन  
 वाने : वी केद व क. 1999- संड वाने शकतां.'

## CERTIFICATE OF AREA

CERTIFIED THAT THE PLOT UNDER REFERENCE WAS SURVEYED BY ME ON \_\_\_\_\_ AND THE DIMENSIONS OF SIDES, ETC. OF PLOT OWNERSHIP STATED ON PLAN ARE AS MEASURED ON SITE AND THE AREA SO WORKED OUT TALLIES WITH THE AREA STATED IN DOCUMENTS

SIGNATURE OF LICENSED ARCHITECT

## DESCRIPTION OF PROPOSAL AND PROPERTY

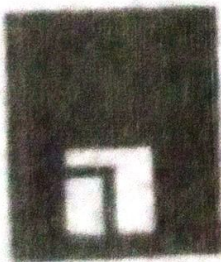
PROPOSED BLDG. ON PLOT BEARING S.NO.- 145(P.T.), 146/6, 148/1(P.T.), S.NO.-148/2(P.T.), 148/3, 148/7, 148/8(P.T.), 149/2PT, 149/3/4, 150/4, 150/5, 152/4, 165/4, 165/5, 166/1/1, 169, 170, 171/1 TO 9, 172/1, 172/2 & 173/1A(P.T.) AT VILLEGE, -PANCH-PAKHADI, THANE - ( SECTOR-3 )

NAME OF OWNER

FOR,

  
INDIAN SMELTING AND REFINING CO. LTD.

ARCHITECTS NAME AND ADDRESS



**archetype  
consultants (I) Pvt.Ltd.**

a/101, 102, three sarika apts, above shiv sagar restaurant,  
panchpakhadi, thane - 400 602.

