

Revised
Draft Agreement-
③

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and entered this ____ day of **December, 2023** BETWEEN 1) (a) **MR. KISHORE MANILAL SOLANKI**, aged about 70 years, **PAN AAGPS9588K** having address at I/ 359, Gujarati Society, Nehru Road, Vile Parle (East), Mumbai - 400 057 (b) **MR. HASMUKH MANILAL SOLANKI** aged about 67 years, **PAN AAGPS3510B** having address at A/6, Amita Society, Gujarati Society Road, Vile Parle (East), Mumbai - 400 057 and (c) **MR. CHANDRESH MANILAL SOLANKI** aged about 62 years **PAN AANPS8579B** having address at Room No. I-106, 1st Floor, Gujarati Society, Nehru Road, Vile Parle (East), Mumbai - 400 057 hereinafter referred to as the '**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**;

2) (a) **MS. PURVI HASMUKH SOLANKI** aged about 39 years, having **PAN BKQPS3366E** and (b) **MS. BHAKTI HASMUKH SOLANKI** aged about 36 years, having **PAN BKQPS3368L** Indian Inhabitants of Mumbai, both having address at A/6, Amita Society, Gujarati Society Road, Vile Parle (East), Mumbai - 400 057 hereinafter referred to as the "**CONFIRMING PARTIES**" (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 **SECOND PART**;

AND

(3) (a) **MR. DIPESH SHASHIKANT JETHWA** aged about 34 years, having **PAN ASQPJ6719F** an Indian Inhabitant of Mumbai, having address at B-14, Om Shabari C.H.S Ltd., M.V Pandloskar Marg, Subhash Road, Vile Parle (East), Mumbai - 400 057 & (b) **MR. SHASHIKANT JADHAV JETHWA** aged about 58 years, having **PAN AAAPJ6967B**, an Indian Inhabitant of Mumbai, having address at B-14, Om Shabari C.H.S Ltd., M.V Pandloskar Marg, Subhash Road, Vile Parle (East), Mumbai - 400 057 hereinafter referred to as '**THE TRANSFEREES**' (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 **THIRD PART**.

DRAFT

WHEREAS:-

- A. Under Agreement for Sale dated 17/07/1996 executed by and between Abhay Constructions, therein referred to as 'the Developers' of the First Part and MR. KISHORE MANILAL SOLANKI, MRS. HASUMATI HASMUKH SOLANKI and MR. CHANDRESH M. SOLANKI therein referred to as 'the Purchasers' of Other Part, the purchasers therein agreed to purchase and acquire from the Developers therein Shop No. 2, Ground Floor, 'B' Wing admeasuring about 120 Sq. ft. built up in the building known as 'Akshay- B' situate at 638, Tejpal Scheme Main Road, Vile Parle (East), Mumbai - 400 057; for valid consideration and on the terms and conditions as recorded under the said Agreement for Sale dated 17/07/1996. (Hereinafter referred to as "**Said Shop**" and more particularly described in the Schedule hereunder). Thereafter one of the Purchaser MR. KISHORE MANILAL SOLANKI has adjudicated the said Agreement for Sale dt. 17/07/1996 from the office of Collector of Stamps, Mumbai under adjudication case No. 1883/96/2974 and paid proper stamp duty thereon.
- B. The various purchasers of said Building 'Akshay- B' formed and registered a Co-operative Housing Society in the name of New Akshay Apartments Co-operative Housing Society Ltd., a Society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM/W.K.E/HSG/TC/11951/2002-03 Dt. 18/02/2003 having registered office address at 638, Tejpal Scheme Main Road, Vile Parle (East), Mumbai - 400 057 (hereinafter referred to as "**the said Society**"). The said Society has admitted MR. KISHORE MANILAL SOLANKI, MRS. HASUMATI HASMUKH SOLANKI and MR. CHANDRESH M. SOLANKI as its members and shareholders and the said society has issued five fully paid-up shares of Rs. 50/= each bearing distinctive Nos. From 0076 to 0080 under Share Certificate No. 016 Dt. 21/03/2004 (hereinafter referred to as "**the said Shares**").
- C. Thereafter one of the Co-owner MRS. HASUMATI HASMUKH SOLANKI died intestate on 24/08/2003 leaving behind her, following persons as her only heirs and legal representatives according to the law of succession by which deceased was governed at the time of her death:

Sr No.	Name	Relation

1.	MR. HASMUKH MANILAL SOLANKI	Husband
2.	MS. PURVI HASMUKH SOLANKI	Daughter
3.	MS. BHAKTI HASMUKH SOLANKI	Daughter

- D. In view of the above the aforesaid heirs and legal representatives of the deceased MRS. HASUMATI HASMUKH SOLANKI had each acquired undivided share, right, title and interest in the said Shop and said five shares in the said society.
- E. Thereafter under Agreement for Sale dt. 16/09/2004 executed by and between M/s. Deesan Developers Pvt. Ltd., therein referred to as 'the Developers' of Party of the First Part and MR. KISHORE MANILAL SOLANKI and MR. CHANDRESH M. SOLANKI therein referred to as 'the shop purchasers' of party of the Second Part; the shop purchasers therein agreed to purchase new extended area admeasuring 4.28 Sq. meters carpet in the said society from the said M/s Deesan Developers Pvt. Ltd. for valid consideration and on the terms and conditions as recorded therein.
- F. After following due procedure of law the name of MRS. HASUMATI HASMUKH SOLANKI deleted from Share Certificate and the said society endorsed the name of MR. HASMUKH MANILAL SOLANKI on Share Certificate on 20/07/2005 in place of deceased MRS. HASUMATI HASMUKH SOLANKI.
- G. In view of above MR. KISHORE MANILAL SOLANKI, MR. HASMUKH MANILAL SOLANKI and MR. CHANDRESH MANILAL SOLANKI i.e. Transferors herein became well and sufficiently entitled to Shop No. 2, Ground Floor, 'B' Wing admeasuring about 175.26 Sq. ft Built Up in New Akshay Apartments Co-operative Housing Society Ltd., situate at 638, Tejpal Scheme Main Road, Vile Parle (East), Mumbai - 400 057 and the said shares issued by the said society.
- H. The Confirming Parties herein being one of the heirs and legal representatives of deceased MRS. HASUMATI HASMUKH SOLANKI have agreed to join as a formal Confirming Parties to record and confirm the transaction of the sale and transfer of the said Shop and the said shares by the Transferors and that the Confirming Parties have no objection for transfer of right, title or interest in the said Shop and the said shares in the name of Transferee.

5500000
3500000
3000000

1. Further Confirming Parties herein have no objection if the undivided share of consideration amount of Confirming Parties shall be paid by Transferee to MR. HASMUKH MANILAL SOLANKI i.e to Transferor No. 1(b).
- J. The Transferors with consent and confirmation of confirming parties have represented to the Transferee that the said Shop and the said Shares are free from all encumbrances and charges and that they intends to sell and transfer the said Shop and said shares for valid consideration.
- K. The Transferee herein on the basis of representation of the Transferors have agreed to purchase and acquire with consent and confirmation of confirming parties the said Shop and said shares for the lump sum consideration of Rs. 55,00,000/- (Rupees Fifty Five Lakhs Only) on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT FOR SALE WITNESSETH AS UNDER:-

1. The Transferors with consent and confirmation of confirming parties do hereby sell, transfer and assign and the Transferee does hereby purchase and acquire the Shop No. 2, Ground Floor, 'B' Wing admeasuring about 175.26 Sq. ft Built Up in New Akshay Apartments Co-operative Housing Society Ltd., situate at 638, Tejpal Scheme Main Road, Vile Parle (East), Mumbai - 400 057 (more particularly described in the schedule hereunder written) and the said five shares of Rs. 50/= each bearing distinctive Nos. From 0076 to 0080 under Share Certificate No. 016 Dt. 21/03/2004 free from all encumbrances and charges at or for the total price of Rs. 55,00,000/- (Rupees Fifty Five Lakhs Only).
2. It is specifically agreed between the parties hereto that, on request of the Confirming parties herein, the undivided share of confirming parties in consideration amount shall be paid by the Transferee to the Transferor No. (1) (b) herein i.e. to MR. HASMUKH MANILAL SOLANKI and the Confirming Parties have no objection for the same.
3. As per Income Tax Act, an amount of 1% out of total consideration amount is required to be deducted as TDS under section 194 I-A of Income Tax Act, 1961 by Transferee and the same is to be deducted the Transferor and after deducting the said amount of 1% of consideration amount the Transferee shall pay the balance consideration

4. amount to the Transferors, and shall issue TDS certificate to the Transferors.
4. On or before execution of this present the Transferee has paid to the Transferors a sum of Rs. 29,45,000/- (Rupees Twenty Nine Lakhs Four Thousand Five Hundred Only) as and by way of Part Consideration after deducting TDS of Rs. 55,000/- (Rupees Fifty Five Thousand Only) aggregating to Rs. 29,00,000/- (Rupees Twenty Nine Lakhs Only) as and by way of Part Consideration on 11/2/2023 (Payment and receipt whereof the Transferors do hereby admit and acknowledge separately) out of the total consideration of Rs. 55,00,000/- (Rupees Fifty Five Lakhs Only) and it is further agreed that balance consideration amount of Rs. 29,00,000/- (Rupees Twenty Nine Lakhs Only) shall be payable by Transferee within 30 days from the date of registration of this agreement. It is agreed that time shall be essence of this Agreement. The Transferee has represented to the Transferors that he intend to obtain housing loan from any banks/Financial Institution for the purpose of payment of consideration amount and for that purpose the Transferors have agreed to co-operate with the Transferee in obtaining various papers, documents and NOC of the said Society as may be required by the said banks/Financial Institution for disbursement/sanction of the housing loan amount.
5. The Transferors do hereby agree and confirm that upon receipt of the entire consideration amount the Transferors shall also execute and get registered necessary Sale Deed in favour of the Transferee and shall remain present before Sub-Registrar of Assurance and handover the vacant and peaceful possession of the said Shop to the Transferee and shall also handover Original Agreement Dt. 17/07/1996, Original Agreement For Sale Dt. 16/09/2004 and Original Share Certificate No. 016-Dt. 21/03/2004.
6. The Transferors have paid up to date all property taxes, maintenance charges, electricity charges and other outgoings or dues in respect of the said Shop No. 2, Ground Floor, 'B' Wing to the said society or to the concerned local authorities and there is nothing due and payable by the Transferors on account thereof as on the date of execution of these presents. The Transferors shall continue to pay the maintenance charges and Property Tax to the said society or concerned authorities till the execution hereof. The Transferors do hereby indemnify the Transferee to reimburse any such taxes, charges, outgoings and dues which the Transferee may be required to pay or discharge for the period

prior to handing over possession of said Shop from the Transferors as aforesaid. However, on receiving vacant peaceful possession of the said Shop from the Transferors as aforesaid, the Transferee shall be liable to pay and shall pay and bear all property taxes, maintenance charges, electricity charges, other outgoings or dues in respect of the said Shop to the concerned local authorities and/or to the said society as the case may be.

7. The Transferors and Confirming Parties do hereby declare and covenant with the Transferee as under:-

- a) The Transferors are the joint owners of the said Shop and said Shares and no other person or persons has or have any right, title, claim or interest of any nature whatsoever unto or upon the said Shop and said Shares either by way of lien, sale, mortgage, gift, trust, inheritance, lease, assignment or otherwise and they have good, title, full power and joint authority to sell and transfer the said Shop and said Shares to the Transferee under these presents.
- b) The said Shop and said Shares are free from all encumbrances and charges and the same is not the subject matter of any litigation or dispute, nor is the same liable for attachment in execution of decree of any civil court or order of any government or semi-government authority.
- c) The Transferors have not received any prohibitory order from any government and semi-government authority or any injunction order from any court restraining the Transferors from selling/transferring the said Shop No. 2, Ground Floor, 'B' Wing and said shares prior to execution of this Agreement.
- d) The Transferors have clear and marketable title in respect of the said Shop No. 2, Ground Floor, 'B' Wing and said shares.
- e) The Transferors have represented to the Transferee that the claim, demand, loss, charges, damages etc., in this respect that the papers or documents are required to be signed in future then the Transferors shall co-operate the Transferee in this respect. If any Objection Certificate from the said Society in respect of the Present deal and transfer of said Shop and said shares in the name of Transferee.
- f) The Transferee shall obtain "No Dues Certificate" and "No amount hold and shall be entitled to use, occupy, possess and

enjoy quietly and peacefully the said Shop without any hindrance, demand, interruption, eviction or claim by the Transferors or any other person or persons lawfully or equitably claiming through under or in trust for the Transferors.

h) The Transferors shall on or after receipt of full and final consideration amount whenever required to do so from time to time and at all times, execute and sign or cause to be executed and signed all such letters, forms, applications, affidavits, declarations, power of attorney, deeds or documents for perfectly securing and effectually transferring the said Shop and said shares unto the Transferee forever in the records of government and semi-government authorities and the said Society.

8. The Transferors shall on receipt of full and final consideration amount shall transfer all the amounts standing to their credit in the books of society and other concerned authorities the amount to which they are legitimately entitled to being the members of the society and owners of the said shop in favour of the Transferee.

9. The Transferee does hereby covenant with the Transferors as follows:-
a) The Stamp Duty and Registration Charges payable in respect of this Agreement for Sale shall be borne and paid by the Transferee only.

b) The Transferee shall become member of the said New Akshay Apartments Co-operative Housing Society Ltd., and abide by all rules, regulations and bye-laws of the Society and he shall pay the amount of maintenance charges and dues in respect of the said Shop No. 2, Ground Floor, 'B' Wing to the said Society from time to time after receipt of the possession of said Shop.

10. It is specifically agreed between the parties hereto that the transfer charges payable to New Akshay Apartments Co-operative Housing Society Ltd., for getting the said Shop No. 2, Ground Floor, 'B' Wing and said shares transferred in the name of Transferee shall be borne by Transferors and Transferee equally.

11. The Transferors shall handover to Transferee original Original Agreement Dt. 17/07/1996, Original Agreement For Sale Dt. 16/09/2004 and Original Share Certificate No. 016 Dt. 21/03/2004 and all other original receipts of the payments made to the Society on completion of deal.

12. The parties hereto shall pay legal charges to their respective advocates.

SCHEDULE OF THE PROPERTY

ALL THAT Shop No. 2, Ground Floor, 'B' Wing admeasuring about 175.26 Sq. ft (Built Up) in New Akshay Apartments Co-operative Housing Society Ltd., situate at 638 Tejpal Scheme, Main Road, Vile Parle (East), Mumbai - 400 057. The structure of the said building is standing on plot of Land bearing C.T.S No. 638/A, Village - Vile Parle East, Taluka - Andheri, District of Mumbai Suburban. The said building is constructed in the year 2004 and the same is having Ground + 5 storey with lift facility.

RAFT FOR DISCUSSION PURPOSE ONLY

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove mentioned.

SIGNED SEALED AND DELIVERED

By the withnamed "TRANSFERORS"

MR. KISHORE MANILAL SOLANKI

MR. HASMUKH MANILAL SOLANKI

In the presence of

Witnesses: -

1.

2.

SIGNED SEALED AND DELIVERED

By the withnamed

"CONFIRMING PARTIES"

MS. PURVI HASMUKH SOLANKI

MS. BHAKTI HASMUKH SOLANKI

In the presence of

Witnesses: -

1.

2.

RAFT FOR DISCUSSION PURPOSE ONLY

SIGNED SEALED AND DELIVERED)
 By the withinnamed "TRANSFEREES")
MR. DIPESH SHASHIKANT JETHWA)

[Signature Box]

MR. SHASHIKANT JADHAV JETHWA)

[Signature Box]

in the presence of)
 Witnesses: -

1.

2.

[Signature Box]

[Signature Box]

RECEIPT FOR PART CONSIDERATION

RECEIVED of and from within named)
 Transferees **MR. DIPESH SHASHIKANT JETHWA**)
MR. SHASHIKANT JADHAV JETHWA)
 a sum of)
 by Cheque/ RTGS being part consideration for the said)
 Shop No. 2, Ground Floor, 'B' Wing admeasuring about)
 175.26 Sq. ft Built Up in)
 New Akshay Apartments Co-operative Housing Society Ltd.,)
 situate at 638, Tejpal Scheme Main Road, Vile Parle (East),)
 Mumbai - 400 057 and said five shares bearing distinctive)
 nos. From 0076 to 0080 under Share Certificate)
 No. 016 Dt. 21/03/2004 issued by the)
 Said Society sold on ownership basis by the)
 Transfers under Agreement For Sale dt. ___/___/2023)

Sr. No.	Cheque No.	Date	Amount (Rs.)	Bank/ Branch	In Favour of	From A/c of
1.			Rs. 8,15,000/-		MR. KISHORE MANILAL SOLANKI	MR. CHANDRASHEKAR SHRIDHAR INDULKAR
2.			Rs. 8,15,000/-		MR. HASMUKH MANILAL SOLANKI	MR. CHANDRASHEKAR SHRIDHAR INDULKAR
3.			Rs. 8,15,000/-		MR. CHANDRESH MANILAL SOLANKI	
4.			Rs. 55,000/-	TDS		
		Total	Rs. 25,00,000/-			

We say received,

MR. KISHORE MANILAL SOLANKI

MR. HASMUKH MANILAL SOLANKI

MR. CHANDRESH MANILAL SOLANKI
(Transferors)

We Confirm

MS. PURVI HASMUKH SOLANKI

MS. BHAKTI HASMUKH SOLANKI
(Confirming Parties)

Witnesses:-

- 1.
- 2.

DATED THIS __ DAY OF ____ 2023

Between

MR. KISHORE MANILAL SOLANKI
MR. HASMUKH MANILAL SOLANKI
MR. CHANDRESH MANILAL SOLANKI

.....Transferors

And

MR. DIPESH SHASHIKANT JETHWA
MR. SHASHIKANT JADHAV JETHWA

.....Transferee

AGREEMENT FOR SALE



16/09/2004

123

Agreement

16/09/2004

16/09/2004

16/09/2004

16/09/2004

16/09/2004

16/09/2004

16/09/2004

16/09/2004

AGREEMENT FOR SALE

THIS AGREEMENT MADE AND EXECUTED AT MUMBAI, ON THIS 16 DAY OF September IN THE YEAR 2004 BETWEEN M/S. DEESAN DEVELOPERS PVT. LTD. A Company, having its Registered office and place of business at 5/A, 'Alok Apartment', Mahant Road Extn., Vile Parle (East), Mumbai - 400057, represented By One of its Directors, Nandakishor V. Anaokar, Age 52 years, Occupation : Business, hereinafter referred to as 'THE DEVELOPERS' (which expression shall Unless it be repugnant to the context or meaning thereof, shall mean and include their successors and assigns) -----PARTY OF THE FIRST PART AND SHRI/SMT/M/S. Kishor Hemalal Solanki (2) Chandrash

M. Solanki

age 51 & 44 respectively occupation Business, residing

at T/359 Gyaranath Society, Nehru Road, Vile Parle (East), Mumbai 400017

hereinafter referred to as 'THE FLAT/SHOP PURCHASER' (which expression shall unless it be repugnant to the context or meaning thereof, shall mean and include his/her/ their heirs, executors, administrators, assigns etc.) ----- PARTY OF THE SECOND PART

WHEREAS Smt. Shakuntalabai Laxman Inamdar and Smt. Kamalabai Govind Purohit as vendors by entering into Deed of Conveyance dated 16th May 1988 registered with the Sub-Registrar No. IV, Mumbai (Bandra), under serial No. P - 2236 of 1988 of Book No. 1, have sold all their right title and interest in the piece and parcel of the freehold land and the building standing thereon lying and being at the junction of Gangaramba Indulkar Road, Subhash Road, Tejpal Scheme Main Road, at Vile Parle (East) in the registration District of Mumbai and Sub District of Mumbai suburban admeasuring about 1247.50 sq. mts., to M/s. Abhay Constructions, a registered partnership firm as Flat/Shop Purchasers, then having its registered address at 16, Roopali Co-operative Housing Society Ltd., Dixit Road, Vile Parle (East), Mumbai -- 400 057 hereinafter referred to as the owners.

WHEREAS The Owners have commenced and completed the construction of building known as 'AKSHAY' comprising of two Wings: viz: 'A' Wing and 'B' Wing and have sold on ownership basis the Flats/Shops therein. 'A' Wing consisting of ground and five upper floors and 'B' Wing comprising of ground and two upper floors. The Co-operative Housing Society for the constructed building of two wings is formed and registered under the name New Akshay Apartments Co-op. Hsg. Society Ltd.

AND WHEREAS the Flat/Shop Purchaser has under the Agreement for sale executed between the owners and Flat/Shop Purchasers dated 17th July 1996 acquired Flat/Shop No. 2 on ground floor of the wing 'B' and is a member of the said New Akshay Apartments Co-operative Housing Society Ltd. The said Agreement is duly stamped and registered.

AND WHEREAS The Developers are desirous of constructing further three floors over the existing second floor of 'B' Wing by way of additions and extensions of 'B' Wing of the said building Akshay as per the prevailing D.C. rules of the Municipal Corporation of Greater Mumbai, and have procured Transferable Development Rights (T.D.R.) to the extent of about 600 sq. mts. of builtup area. The copy of the property card which is annexed herewith is marked as Annexure 'A' and the copy of the T.D.R. certificate which is annexed herewith marked as Annexure 'A'-1. In the process of consuming such T.D.R. the Developers and the Owners got sanctioned from the M.C.G.M. the plans of the new construction and have obtained the I.O.D. on 20-08-2001 under No. CE 6983/WS/AK of 2001 and thereafter have obtained the commencement certificate for the said construction on 23-01-2002. Hereto annexed and collectively marked as Annexure 'B' is the Xerox copy of the said I.O.D. and C.C. from the Corporation.

WHEREAS The Owners by an Agreement for Development dated 13th day of April 2002 executed between the Owners M/s. Abhay Constructions, a registered Partnership Firm having its new registered office at 6, Pushpak Co-operative Housing Society, Malviya Road, Vile Parle (East), Mumbai - 400 057 And The Developers M/S. Deesan Developers Pvt. Ltd., in respect of the property situate, lying and being at the junction of Gangarambuva Indulkar Marg, Subhash Road and Tejpal Scheme Main Road, Vile Parle (E), Mumbai - 400 057, admeasuring 1492 sq. yards. i.e. 1247.5 sq. mts. Or thereabouts including set back area and bearing N. A. plot No. 59-C and bearing Vile Parle (East), Old City Survey Nos. 638 and 638/1, New City Survey Nos. 638A and 638 B Taluka Andheri and bearing Bombay Municipal 'K' Ward No. 1641(1) Street No. 40 of Subhash Road have granted development rights to M/s. Deesan Developers Pvt. Ltd.

AND WHEREAS the Flat/Shop Purchaser herein has seen the said recited Sale Agreement as well as the original sanctioned building plans and other documents of title and after satisfying about the marketable title of the Developers and their right and authority to develop the said property and after seeing the original sanctioned building plans, designs and specifications prepared by the Developers, Architects M/S. Sudhakar Amare and sanctioned by the Municipal Corporation of Greater Mumbai under No. CE 6983/WS / AK dated 20-08-2001 and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the promotion of Construction, Sale, Management and Transfer) Act, 1962 (hereinafter referred to as 'the said Act.') and the Rules made thereunder.

AND WHEREAS the title of the said property has been certified to be clear and marketable by Mr. N. K. Vaidya, Advocate and a copy of the Title Certificate is annexed hereto and marked as Annexure 'C'

AND WHEREAS the Developers have entered into a standard Agreement with an Architect registered with the council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects and the Developers have also appointed a Structural Engineer for the preparation of structural designs and drawings of the building and the Developers accept the professional supervision of the Architect and Structural Engineer till the completion of the Building.

AND WHEREAS due to the additions and extensions to the said wing 'B' by outside columns the existing areas of the Flats/Shops is increased after the covering of the open space between the outside walls of the existing Flats/Shops and the new outside columns - hereinafter called the new extended area.

AND WHEREAS after seeing all the documents, the Flat/Shop Purchaser herein offered to purchase the new extended area premises more particularly specified in Annexure 'D' and shown in the copy of the plan attached herewith by red - colour boundary line more particularly described in 2nd Schedule hereunder written for the lumpsum consideration price of Rs. 69000/- (Rs. Sixty nine thousand only)

AND WHEREAS the parties decided to record the terms and conditions as required under and contemplated under the provisions of the Maharashtra Ownership Flats Act, 1963 and the rules made thereunder.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS

1. The Developers shall construct flats over the existing second floor of the said Wing 'B' of the said building 'AKSHAY' on the said land in accordance with the plans, designs, specifications and modifications as the Developers may consider necessary or as may be required by the Municipal Corporation of Greater Mumbai or any other Government Authority to be made in them or any of them.
2. The Flat/Shop Purchaser hereby agrees to purchase from the Developers and Developers hereby agree to sell to the Flat/Shop Purchaser the said extended area attached to the Flat/Shop No. 2 in building Akshay Apartment on Ground floor admeasuring a carpet area of around 4.28 sq.mtrs. (which is inclusive of area of enclosed balconies) as shown in the red boundary on the Ground Floor Plan; hereto annexed and marked Annexure 'D' for price of Rs. 69000/- (Rupees Sixty nine thousand only) which is inclusive of the price of common areas and facilities appurtenant to the said premises. The nature, extent and description of the common/ limited common areas and facilities are more particularly described in the Schedule Second hereunder written.

The Flat/Shop Purchaser hereby agrees to pay the purchase price of Rs. 69000/- (Rs. Sixty nine thousand only) which shall be paid in the following manner:

Rs. 20000/- on or before execution of this Agreement.

Balance Rs. 62000/- at the time of possession.

Total Rs. 69000/- (Rs. Sixty nine thousand only).

3. The Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the Municipal Corporation of Greater Mumbai or any other Government Authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the premises to the Flat/Shop Purchaser, obtain from the Municipal Corporation of Greater Mumbai or any Government Authority the Occupation and/or the Completion Certificate in respect of the said premises and hand over the same to the Flat/Shop Purchaser.
4. The Flat/Shop Purchaser agrees to pay to the Developers an interest at the rate of eighteen percent per annum in all the amounts which become due and payable by the Flat/Shop Purchaser to the Developers under the terms of this Agreement, from the date the said amount is payable without prejudice to the rights of the Developers to terminate the Agreement or to claim damages in addition to the interest payable as aforesaid.
5. On the Flat/Shop Purchaser committing default in payment on due date of any amount due and payable by the Flat/Shop Purchaser to Developers under this Agreement (including his proportionate share of tax levied by concerned local authority and other outgoings) and on the Flat/Shop Purchaser committing breach of any of the terms and conditions hereincontained, the Developers shall be entitled at their own option to terminate this Agreement
6. Provided always that the power of termination herein before contained shall not be exercised by the Developers unless and until the Developers shall have given to the Flat/Shop Purchaser fifteen days prior notice in writing of their intention to terminate the Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate. Provided further that upon termination of this Agreement as aforesaid the Developers shall refund to the Flat/Shop Purchaser the installments of Sale Price of the said premises which may till then have been paid by the Flat/Shop Purchaser to the Developers but the Developers shall not be liable to pay to the Flat/Shop Purchaser any interest on the amount so refunded and upon termination of this Agreement and refund of aforesaid amount by the Developers, the Developers shall be at liberty to dispose of and sell the said premises to such person and at such price as the Developers may in their absolute discretion think fit.
7. Developers shall give possession of the said premises to the Flat/Shop Purchaser on or before _____ 2004. If the Developers fail or neglect to give possession of the said premises to the Flat/Shop Purchaser on account of reasons beyond their control or of their agents as per the provisions of Section 8 of Maharashtra Ownership flats Act, by the aforesaid date or dates prescribed in section 8 of the said Act, then the Developers shall be liable on demand to refund to the Flat/Shop Purchaser the amounts already received by them in respect of the said premises with simple interest at the rate of nine percent per annum from the date the Developers received the sum till the date the amount and interest thereon is repaid provided that if by mutual consent it is agreed that despite whether the stipulations specified in Section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Developers to the Flat/Shop Purchaser they shall subject to prior encumbrances, if any, be charge on the said land as well as on the building, in which, the said premises are situated or were to be situated. Provided that the Developers shall be entitled to reasonable extension of time for giving the delivery of said premises on

Handwritten signature/initials

2. If any other taxes are levied by the State or Central Government on any transactions within this Agreement the Flat/Shop Purchaser shall be liable to pay and shall pay such proportionate taxes on demand by the Developers or before taking possession of the said premises, whichever is earlier.
19. If the provisions under chapter XXA section 269 A A BB or any other section of the Income Tax Act. 1961 are applicable to this transaction the both the parties shall make the necessary compliance for the same.
20. The Developers shall take all steps for the execution of the conveyance from the Owners to the said Society and will join in the said conveyance as Confirming Party.

The Schedule Of The Property Above Referred To

All that piece or parcel of land or ground hereditaments and premises together with the building and structures standing thereon situate, lying and being at corner of Tejpal Scheme Main Road and Indulkar Road, Vile Parle (East) in Greater Mumbai area in the Registration District and Sub-District of Mumbai City and Mumbai Suburban admeasuring 1059.3 sq. mts. or thereabout excluding set back area and bearing N.A. Plot No. 59C and bearing Vile Parle (East) city survey No. 638A Taluka Andheri and bearing Mumbai Municipal 'K' Ward No. 1641 (1) Street No. 40 of Subhash Road and bounded as follows: that is to say : on or towards the East by Tejpal Scheme Main Road, on or towards the West by CTS No. 636 & 638/2 : on or towards the North by CTS No. 635 : and on or towards the South by Indulkar Road and CTS No. 638/2.

THE SECOND SCHEDULE ABOVE REFFERED TO:

Extend area of the Flat Shop ^{Carpet} ~~4.28~~ sqm in New Akshay Apartments Co-op. Hsg. Society Ltd. on CTS No. 638 A. Vile Parle (East). *Jing*
sig
if

1. Common passages
2. Landing and staircases
3. Overhead water tank
4. Common Plumbing line, sewerage line and drainage line.
5. Electrical meter Room/Cupboard
6. Common terrace
7. Appurtenant land of the new building
8. Common lights, Water main, water meter, suction tank and pump room with pumps and other accessories
9. Compound wall with M.S.Gates.

Jing
sig
if

IN WITNESS WHEREOF the parties hereto have caused this Agreement in duplicate executed the day, month and year first hereinabove written.

SIGNED SEALED AND DELIVERED BY

The within named Developers
M/S. DEESAN DEVELOPERS PRIVATE LIMITED
Pursuant to the resolution of the Board of Directors
SHRI. NANDESHOR V. ANAOKEAR
Being the party of the FIRST PART
In the presence of

[Handwritten signature]

1. M.D. Jogalekar

2.

SIGNED SEALED AND DELIVERED

By the within named FLAT/SHOP PURCHASERS
SHRI./SMT./KUM. 1) Kishor Manilal Solanki
2) Chandresh Manilal Solanki

*Solanki K.M.
Solanki C.M.*

BEING THE PARTY OF THE SECOND PART
In the presence of

1. M.D. Jogalekar

2.

RECEIVED by _____ on or before the day, year first
hereinabove written from the within named

FLAT/SHOP PURCHASER The sum
of Rs. 7000/-
(Rupees Seven thousand only Only)

[Handwritten signature]

being the amount of advance payment to be
Paid to us by the Flat/Shop Purchaser. *vide cheque*
No. 395859 dt 16-9-2004 on SBI Vitthal (B)
WITNESSES: we say received

1. M.D. Jogalekar

2.

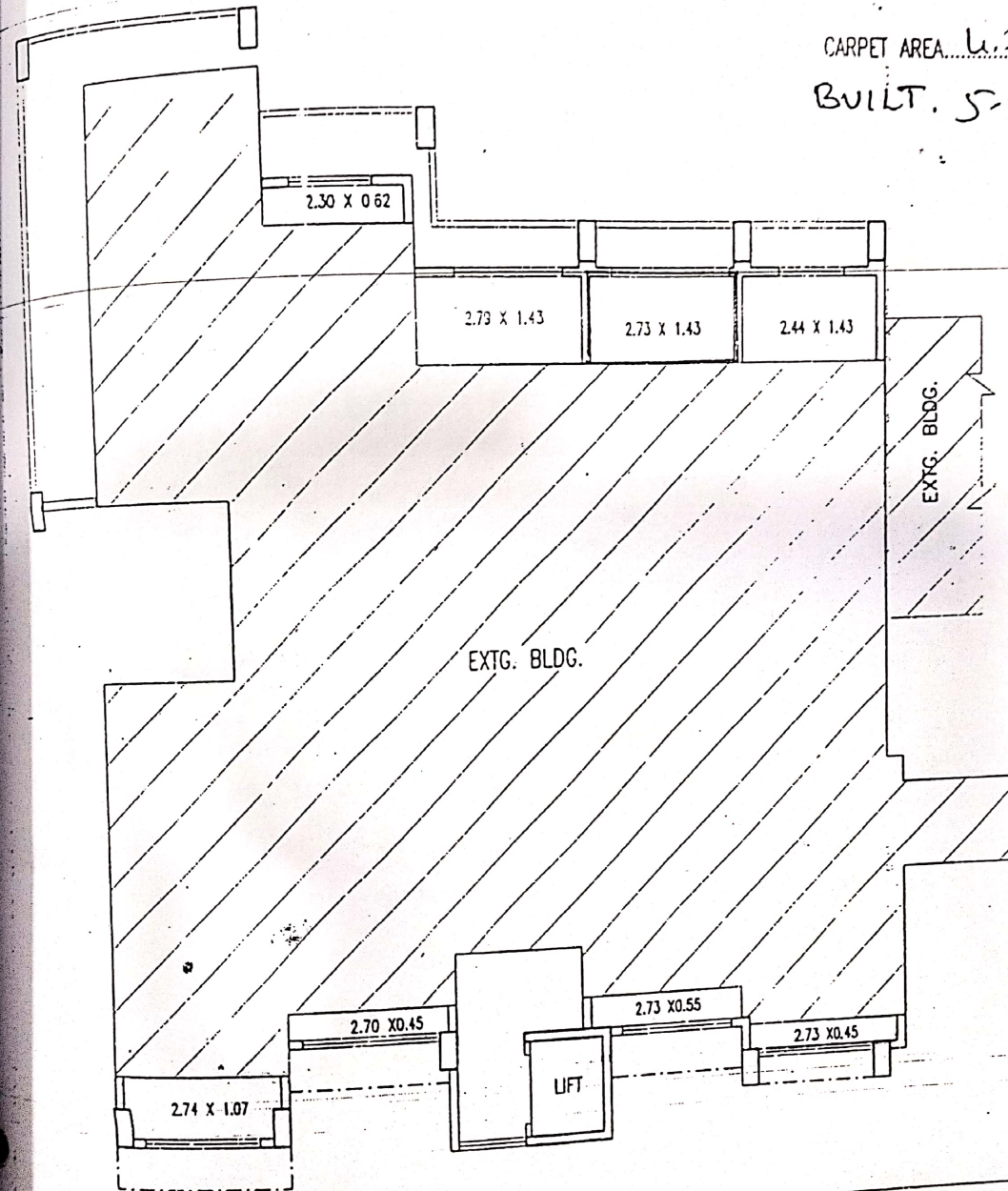
ANNEXURE - D

FLOOR Ground

SHOP/FAT NO. 2

CARPET AREA 4.28 sqm.

BUILT 5.14 sqm.



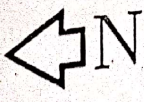
IGN OF VENDOR af

IGN OF PURCHASER Solanki K.M.
Solanki C.M.

ARCHITECT
SUDHAKAR . J . AMARE
ALOK APARTMENTS, 1 GROUND FLOOR,
MAHANT ROAD EXTENSION, VILE PARLE (E)
BOMBAY - 400057 PHONE 610 0142

DEESAN DEVELOPERS PVT. LTD.
5/A ALOK APARTMENT
MAHANT ROAD EXTN.
VILE PARLE-EAST, MUMBAI-400057
TEL. NO. 26126140, 26113386.
FAX. NO. 26113386.

SECOND FLOOR PLAN
S/A ALOK APARTMENT, CAPT. VINAYAK GORE MARG.
VILE-PARLE (EAST), MUMBAI-400057.



DRG. NO.
PD4/R1
27--01--2004

SHARE CERT

016

Share Certificate No.

016

Member's Register No.

SHARE CERTIFICATE

NEW AKSHAY APARTMENTS

Co-operative Housing Society Limited.

(Registration No. Boni/W.K.E./HSG./TC/11951/2002-03 DTD. 18-2-2003
638, Tejpal Scheme Main Road, Ville Parle, (E), Mumbai - 400 057
Registered the Maharashtra Co-operative Societies Act 1960.

Authorised Capital : Rs. 1,00,000 divided into 2,000 Shares of Rs. 50/- each.

This is to certify that Shri/Smt. Kishore Manilal Solanki,

~~Smt. Hasumati Hasamth Solanki~~ and

Shri Chandresh M. Solanki and Shri Hasamth Manilal Solanki

of Bombay is the Registered Holder of 5 Nos. (Five only) shares of Rupes Fifty (Rs. 50/-only)

each numbered from 0076 to 0080 both inclusive in the above Society subject to

the bye-laws of the said Society and that upon each of such Shares the Rupes Fifty (Rs. 50/-only) has been paid.

GIVEN under the Common Seal of the said Society at Bombay this 21st

day of March 2004

Rs. 250 = 00
21/03/2004

M.C. Member
P. M. L.

Non. Secretary
P. M. L.

Chairman
P. M. L.

Chairman

Hon. Secretary

Treasurer

As decided in Mang. Comm. Meeting dt 23.7.2005
NEW AKSHAY ARTS. CO-OP. HSG. SOC. LTD.

Ex. Engineer Bldg. Proposal [W.S.]
H and K - Wards
Municipal Office. R. K. Packer Road
Mumbai-400 056

BRIHANMUMBAI MAHANAGARPALIKAS
NO. CE/6983/W/S/AK 31 DEC 2004

FULL OCCUPANCY CERTIFICATE

To,

Shri M. D. Joglekar, Owner
M/s. Abhay Construction,
Vile Parle (East),
Mumbai.

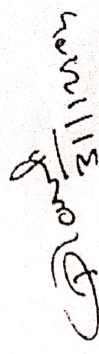
Sir,

The full development work of additions and alterations to existing building on plot bearing CTS No. 638/A of Village Vile Parle (East), situated at the junction of Subhash Road and 44'0" wide Road at Vile Parle (East), is completed under the supervision of Architect Shri Sudhakar Amare, Architect License No. CA/75/2472, may be occupied on the following conditions :

- 1) That the Cf. under section 270-A of B.M.C. Act shall be obtained from H.E. and a certified true copy of the same shall be submitted to this office within three months from the date of issue of occupations Cf.

A set of certified completion plan is attached herewith.

Yours faithfully,



For Executive Engineer Building Proposal
(Western Suburbs) H & K/East Wards

RECEIPT

NEW AKSHAY APARTMENTS CO-OP HOUSING SOCLTD

Registration No.:BOMW.K.E./HSG/TC/11951/2002-03 DATED 18.02.2003
Address: 638, TEJPAL SCHEME MAIN ROAD, VILEPARLE (EAST), MUMBAI 400057

Receipt No. : 122

Date : 11/12/2023

Received with thanks from [BS-2] MR. SOLANKI KISHOR M & MR. SOLANKI CHANDRESH M & MR SOLANKI HASMUKH M

a sum of Rupees Sixty-Two Thousand Only

by Cheque No. NEFT dated _____ drawn on _____

Against Bill No.:107- Dated 01/10/2023 REF NO.AXSK233450007112

Rs. 62,000.00



NEW AKSHAY APARTMENTS CO-OP HOUSING SOCLTD

[Signature]
AUTHORISED PERSON

Subject to realisation of cheque(s)

RECEIPT

NEW AKSHAY APARTMENTS CO-OP HOUSING SOCLTD

Registration No.:BOMW.K.E./HSG/TC/11951/2002-03 DATED 18.02.2003
Address: 638, TEJPAL SCHEME MAIN ROAD, VILEPARLE (EAST) MUMBAI 400057

Receipt No. : 123

Date : 11/12/2023

Received with thanks from [BS-2] MR. SOLANKI KISHOR M & MR. SOLANKI CHANDRESH M & MR SOLANKI HASMUKH M

a sum of Rupees Sixty-Two Thousand Only

by Cheque No. NEFT dated _____ drawn on _____

Against Bill No.:107- Dated 01/10/2023 REF NO. AXSK233450007234

Rs. 62,000.00



NEW AKSHAY APARTMENTS CO-OP HOUSING SOCLTD

[Signature]
AUTHORISED PERSON

Subject to realisation of cheque(s)

BILL
NEW AKSHAY APARTMENTS CO-OP HOUSING SOCLTD

Registration No.: BOM/W.K.E./HSG/TC/11951/2002-03 DATED 18.02.2003
Address: 638, TEJPAL SCHEME MAIN ROAD, VILEPARLE(EAST), MUMBAI 400057

Name **MR. SOLANKI KISHOR M & MR. SOLANKI CHANDRESH M & MR SOLANKI HASMUKH M** Bill No **107**
Flat **BS-2** Area **195** Date **01/10/2023**
Period **BILL FOR OCT TO DEC 2023** Due Date **15/11/2023**

Latest
Receipt

Particulars	Amount
1. SINKING FUND	59.00
2. MAINTENANCE CHARGES EQUAL	8,300.00
3. MUNICIPAL TAX	3,873.00
4. WATER CHARGES	610.00
5. BUILDING REPAIR FUND	293.00
6. EDUCATION FUND	30.00

Arrears Prin.	88,161.00	Arrears Int.	13,285.00	Total Rs.	13,165.00
Rupees One Lakh Nineteen Thousand Two Hundred and Seventy-Seven Only				Arrears Rs.	101,446.00
				Interest Rs.	4,666.00
				Total Dues Rs.	119,277.00

paid

1) Members are requested to use electronic trf SVC Bank, Vileparle East Branch, A/C NO SB/STY/1(118503010000001)IFSC SVCE0000185. 2) Cheques to be drawn in the favour of " NEW AKSHAY APARTMENTS CO-OP. HSG. SOC. LTD." ONLY. 3) Payments to be made within the specified DUE DATE OR late fee will be charged INR 150/- per month from the date the amount was due. DISCREPANCY PLEASE CONTACT ACCOUNTANT

For NEW AKSHAY APARTMENTS CO-OP HOUSING SOCLTD

AUTHORISED PERSON

E & O.E.

SHAILESH GAITONDE (PH 28974402 BETWEEN 10.00 TO 06.00)



paid