Flat No.1801, at 'Shiv Srishti Towe

### SALE DEED

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This SALE DEED is made and entered into at Mumbai, on this 20<sup>th</sup> day of February, 2015,

#### BETWEEN

CAPT. SHAILENDRA SHARMA, aged about 62 years, Pan no. AABPS0258H & MRS. ALKA SHARMA aged about 62 years, Pan no. AAQPS6933C, presently residing at 1500, Shiv Srishti Building, Chandivali Road, Powai, Mumbai- 400072, hereinafter for brevity's sake called and referred to as "THE TRANSFEROR" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his, executors, administrators and assigns) of the FIRST PART:

#### AND

MR. GULAM HUSSAIN M. H. MEMON, aged about 45 years, Pan no. BQPPM2613F, presently residing at 1506, Shiv Srishti Building, Chandivali Road, Powai, Mumbai- 400072, hereinafter for brevity's sake called and referred to as "THE TRANSFEREES" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his, executors, administrators) of the SECOND PART.

#### **AND WHEREAS**

By virtue of an Agreement for Sale dated 18<sup>th</sup> December, 2006, duly stamped and registered under Serial No. BDR7-00253-2007 made at Mumbai between M/S. JAYCEE HOMES & HOTELS LTD., a company registered under the Indian Companies Act 1956, and having its office at 'Panchratna', Off. Yari Road, Versova, Andheri (W), Mumbai 400 061, therein referred to as "The PROMOTERS" of the One Part, and CAPT. SHAILENDRA SHARMA & MRS. ALKA SHARMA therein called "the PURCHASER" of the Second Part (the TRANSFEROR herein), purchased and acquired from the Developers a residential premises on ownership basis, being Flat No.1801, 18<sup>th</sup> Floor, in the Building known as 'SHIV SRISHTI TOWER' society known as "BHAGATANI SHIV SRUSHTI CO-OPERATIVE HOUSING SOCIETY LIMITED" situated Near S. M. Shetty School, Chandivali, Mumbai – 400 072, for the consideration and on the terms and conditions therein contained;

#### **DESCRIPTION OF PROPERTY**

FLAT NO.1801, 18<sup>TH</sup> FLOOR, IN THE BUILDING NAMED AND KNOWN AS 'SHIV SRISHTI TOWER' SURVEY NO.6(PT), C.T.S. Nos. 11-B/11, 11-B/11/28 to 93,

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11-C(pt), 11-H, 11-H/106, 11-H/122 to 190 OF VILLAGE CHANDIVALI, TALUKA KURLA, POWAI, MUMBAI 400 072, AREA: 875 SQ.FT. CARPET

#### 'BHAGATANI SHIV SHRUSHTI' CO-OP. HSG. SOCIETY LTD",

REGN.NO. MUM-2/WL/HSG/TC/9280/2007 DATED 3/11/2007

(Hereinafter referred to as "the said flat")

(More particularly described in schedule of flat mentioned hereunder)

EAND WHEREAS

The Transferor is the original and bonafide member of the **BHAGATANI SHIV SRUSHTI CO-OP. HSG. SOCIETY LTD**, registered under the Maharashtra Co-Operative Societies Act. 1960, under Registration No. REGN.NO.MUM-2/WL/HSG/TC/9280/2007 dated 3/11/2007 (hereinafter referred to as 'the said Society') in the records of the Society holding five fully paid up shares of Rs.50 each having Share Certificate No. 099 dated 18<sup>th</sup> October, 2008 and bearing distinctive nos. from 491 to 495 (both inclusive) (hereinafter and interest and title in the property of the said Society, i.e. "the said Flat".

#### AND WHEREAS

THE Transferor has obtained from **BHAGATANI SHIV SRUSHTI CO-OP. HSG. SOCIETY LTD'** a **Provisional No-Objection Certificate** for the transfer of said flat and the shares of the said Society together with the Transferor interest in the said Flat No. 1801 on 18<sup>th</sup> floor of the "Shiv Srishti Tower' building in favour of the Transferees.

#### AND WHEREAS

The Transferor do hereby covenant and declare that he is the registered member of the society and having been admitted by the society as member.

#### THE TRANSFEROR DO HEREBY COVENANT AS FOLLOWS:

- a. There are no suits, litigations-Civil or any other proceedings pending in any competent Court, as against the Transferor personally affecting the said Flat.
- b. There are no attachments or prohibitory orders as against or affecting the said Flat and the said Flat is free from all encumbrances.
- c. There are no charges and the said flat is not the subject matter to any lispendens or easements or attachments either before or after judgement. The Transferor has not received any notice either from the Government, Semi

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### NOW THIS DEED WITNESSETH AS FOLLOWS:

The Transferor hereby sell, transfer and assign all his rights, title and interests in and upon the said flat to the Party of the Second Part/ Transferees which the Transferees have acquired the same and the said Shares and interest of the Transferor for a total consideration of Rs. 1,52,00,000/- (Rupees One Crore Fifty Two Lakhs Only) inclusive of all costs, share capital and the amount to

the credit of the Transferor in the books of the said Society.

The Transferees have paid the said consideration of Rs. 1,52,00,000/
(Rupees One Crore Fifty Two Lakhs Only) before the execution of this Sale Deed as follows;

Cheque / RTGS	Dated	Drawn On	Amount
Chq. No.388403	02/11/2014	ICICI Bank	3,00,000/-
Chq. No.533556	21/01/2015	ICICI Bank	49,00,000/-
ICICH15043000315	12/02/2015	ICICI Bank	24,00,000/-
ICICH15043099867	12/02/2015	ICICI Bank	62,00,000/-
ICICH15051034879	20/02/2015	ICICI Bank	12,48,000/-
Chg.: No.533563	20/02/2015	ICICI Bank 1% TDS to be deposited to IT dept.	1,52,000/-
	Total	Rs.	1,52,00,000/-

The Transferor hereby handover vacant and peaceful possession of the said Flat together with this original Deed duly registered, transfer form and other papers necessary for transfer of the said Flat, against payment of full consideration.

- 4. The Transferor hereby admit and declare that the said flat in the Society and the Shares, the Transferor has full and absolute right and authority to sell the same or transfer it to any person/s.
- 5. The Transferees hereby agrees to become the members of the said Society and shall abide by all the rules and regulations adopted by it or which it may adopt from time to time.
- 6. The Transferor do hereby agree to pay the following charges till February  $201^5$  and confirm having paid the same.
  - i) Maintenance charges, ii) Electricity bill, iii) Property Tax and the Transferor further undertake that IN NO CASE the Transferees shall be liable for payment or dues of the said Society for the period of occupancy of the said flat of the Transferor.

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- The Transferor including all Or premises against sale.
  - i) Original "Agr No.1801, on TOWER" exe CAPT. SHAII
  - ii) Provisional No LTD, for tran ALKA SHARI
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- 7. The Transferor has handed over to the Transferees all the documents of title including all Original Agreements listed hereinafter in respect of the said premises against receipt of the entire amount and upon the completion of the sale.
  - i) Original "Agreement for Sale" dated 18<sup>th</sup> December, 2006 of the said Flat No.1801, on 18<sup>th</sup> floor in the building named and known as "SHIV SRISHTI TOWER" executed between M/S. JAYCEE HOMES & HOTELS LTD. AND CAPT. SHAILENDRA SHARMA & MRS. ALKA SHARMA
  - ii) Provisional NOC from BHAGATANI SHIV SRUSHTI CO-OP. HSG. SOCIETY LTD, for transfer of the building to CAPT. SHAILENDRA SHARMA & MRS. ALKA SHARMA,
  - iii) The Original Share Certificate holding five fully paid up shares of Rs.50 each having **Share Certificate No. 099** dated 18<sup>th</sup> October, 2008 and bearing **distinctive nos. from 491 to 49**5 (both inclusive).
- 8. The Transferor hereby agree to keep indemnified to the Transferees against any loss or damage which the Transferees may sustain on account of the Transferees right to remain in peaceful possession and enjoyment of the said Flat as absolute owner being disturbed in any manner whatsoever, on account of any defect or deficiency in the title of the Transferor and the Transferor agrees to defend the right, title and interest of the Transferees to the said Flat against all the claims and that all costs and expenses in this regard shall be borne and paid for by the Transferor.
- 9 The Transferees hereby covenants with the Transferor as follows:
  - i) That the Transferees shall regularly pay to the said Society his proportionate contribution of the municipal taxes, water, electricity and maintenance and other charges and outgoings payable in respect of the said premises.
  - ii) That the Transferees shall observe and perform and abide by all the rules and regulations and bye-laws of the said Society from time to time in force.
- 10. That the Transferor hereby assure the Transferees that he has not sold done or caused to be done any acts, deed or things which are contrary to or inconsistent with the covenants herein contained and which may have the effect of affecting,

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premises against receipt of entire amount and upon the completion of the sale.

28. That each of the parties herein doth hereby declare that all the terms and covenants are individually read by them and/or made them understood by translating this Deed.

THE SCHEDULE ABOVE REFERRED TO:

Flat No.1801, 18<sup>th</sup> floor, in building known as 'Shiv Srishti Tower', belonging to BHAGATANI SHIV SRUSHTI Co-op. Hsg. Society Ltd. (REGN.NO. MUM-2/WL/HSG/TC/9280/ 2007 dated 3/11/2007) situated Near S. M. Shetty School, Chandivali, Mumbai– 400072, admeasuring approximately about 875 sq. ft. Carpet area on a portion of Survey NO. 6 (pt), bearing sub plot no.13 of C.T.S. Nos. 11-B/11, 11-B/11/28 to 93, 11-C(pt), 11-H, 11-H/106, 11-H/122 to 190 of Village Chandivali, Taluka Kurla, Situated in the Registration District and Sub District of Mumbai Suburban

In Witness Whereof The Parties Hereto Has Hereunto Set And Subscribed Their Respective Hands And Sealed, The Day And The Year First Hereinabove Written

SIGNED SEALED AND DELIVERED
Withinnamed by the 'TRANSFEROR'

CAPT. SHAILENDRA SHARMA,

Pan no. AABPS0258H

&

MRS. ALKA SHARMA

Pan no. AAQPS6933C

In the presence of;

1) Atul Kusmung of Shoul 2) 215241

SIGNED SEALED AND DELIVERED

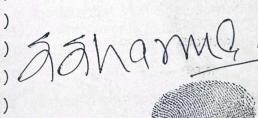
Withinnamed by the 'TRANSFEREE'

MR. GULAM HUSSAIN M. H. MEMON)

Pan no. BQPPM2613F

In the presence of;

DAtul R. Karryng Akwel

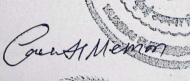


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BRIHANMUMBAI MAHANAGARPALIKA No:CE/3698/BRES/A HUP Bhagtania oa to Shri. Jitendra A. Sheth & Ors. Panchrata Bldg. Gr. Floor. Opp. Ranchvati, Versova Yari Road, Andher (W) Mumbal \* Sub: Full Occupation to residential building No.11 comprising of Stilt + 18th upper floors on plot bearing CTS Mo.11-B/11, 11-B/11/28 to 93, 11-C (pt), 11-H, 11-H/106, 11-H/122 to 190 of village Chandivali, Kurla (W). The Full development work of building No.11 on plot bearing CTS No.11-B/11 B/11/28 to 93,11-C(pt), 11-H, 11-H/106, 11-H/122 to 190 of village Chandivall, (vila (W) is completed under the supervision of Shri T. N. Shaldar, Licenced Surveyor having Licence No.S/485/LS & Structural Engineer Shri K.H. Shah having Licence No. STR/S/33 may be occupied on the following conditions. 1) That Certificate under Section 270-A of the Mumbai Municipal Ashall be submitted within 3-months or B.C.C. whichever is earlier 2) That balance layout Terms and conditions shall be complied with before asking occupations of other buildings or Be Conshichever is earlier plans de return returned therewith in token of Municipal A set of certified completion approval. This permission is issued without prejudice o actions under sections 305, 353-A of Mumbal Municipal Corporation Act. Yours faithfully, SUBURBAN Executive Engli (Building Propo SAYED SUJJADDIN NAJMUDDI Special Executive Officer / S. R. No. 2 Jumagul Khan Chawl, R. No. 6, Behind Best Qtrs, Gaondevi Road, Ghatkopar (W), Mumbai -400 086.

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## SHARE CERTIFICATE

(Authorised Share Capital of Rs. 1,00,000/- Divided into 2000 Shares of Rs. 50 Each)

# Bhagtani Shiv Shrushti Co-op. Hsg. Soc. Ltd.

Address: CTS NO. 11, B11, Plot No. 13, S. No. 6(Part)Near S. M. Shetty School, adj. Hiranandani Gardan, Chandivli, Powai, Mumbai - 400 072.

(Reg. No.: MUM-2/WL / HSG / TC / 9280 / 2007 - 00 / YEAR 2007 Dt. 3 11:2007) (Registered under the Maharashtra Co-Operative Society Act, 1960)

This is to certify that \_ CAPT. SHALLENDRA SHARMA?

Flat No.: 1801

is / are the Registered Holders/s of fully paid up share of Rs. FIFTY each numbered from 491 to 495 (both inclusive) in

Bhagtani Shiv Shrushti Co-op. Hsg. Soc. Ltd.

Address: CTS NO. 11, B11, Plot No. 13, S. No. 6(Part) Near S. M. Shetty School, adj. Hiranandani Gardan, Chandivli, Powai, Mumbai - 400 072.

Given under the common seal of the said Society at Mumbai

This 18TH day of OCT.

Carpens.

Authorised M. C. Member

NOTE : NO TRANSFER OF SHARES WILL BE REGISTERED WITHOUT THE PRODUCTION OF THIS CERTIFICATE



24 February, 2015

#### सुची क्र.2

दुय्यम निवंधक : सह दु.नि. कुर्ला 2

दस्त क्रमांक : 1604/2015

नोदंणी 63 Regn. 63m

गावाचे नाव : चांदिवली

(1) विलेखाचा प्रकार

(2) मोबदला

(3) बाजारभाव(भाडेपटटयाच्या वावतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)

(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)

(5) क्षेत्रफळ

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

(8) दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

(9) दस्तऐवज करुन दिल्याचा दिनांक

(10) दस्त नोंदणी केल्याचा दिनांक

(11) अनुक्रमांक,खंड व पृष्ठ

(12) बाजारभावाप्रमाणे मुद्रांक शुल्क

(13) बाजारभावाप्रमाणे नोंदणी शुल्क

(14) शेरा

सेल डीड

₹.15,200,000/-

₹.15,177,000/-

11(pt), पालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदनिका नं: फ्लॅट नं. 1801, माळा नं: 18, इमारतीचे नाव: शिव सृष्टी, ब्लॉक नं: भागताणी शिव सृष्टि सी.एच.एस.एल, रोड नं: एस.एम.शेट्टी स्कुलच्या जवळ,चांदिवली,मुंवर्ड-400072, इतर माहिती: 875 चौरस फ़ूट कारपेट व 97.58 चौरस मीटर बिल्टप एरिया.

97.58 चौ.मीटर

1) नाव:- कॅप्टन शैलेंद्र , शर्मा ;वय: 62;

पत्ता :-1801, ., शिव सृष्टी बिल्डिंग, चांदिवली रोड, पवई, सिकनाका, MAHARASHTRA, MUMBAI,

Non-Government.

पिन कोड:- 400072

पॅन नंबर: AABPS0258H

2) नाव:- अलका . शर्मा ;वय: 62;

पत्ता :-1801, ., शिव सृष्टी विल्डिंग, चांदिवली रोड, पवई, सिकनाका, MAHARASHTRA, MUMBAI,

Non-Government.

पिन कोड:- 400072

पॅन नंबर: AAQPS6933C

1)नाव:- गुलाम हसैन एम. एच. मेमन . . ; वय:45;

पत्ता:-1506, ., शिव सृष्टी बिल्डिंग, चांदिवली रोड, पवई, सिकनाड्र

Non-Government.;

पिन कोड:- 400072:

पॅन नं:- BQPPM2613F:

20/02/2015

21/02/2015

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₹.760,000/-

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निधक कुला-२ मुंबई उपनगर जिल्हा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

भुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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

FORM A: PERSONAL D  Existing Customer:  If Yes, CIF No/ Acco  Name:  Date of Birth:  Mobile:  e-mail:  You	
FORM A: PERSONAL D	ETAILS
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If Yes, CIF No/ Acco	unt No. 88050647931
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Date of Birth:	PAN: ACLPISISOB
Mobile: 9116	4479894
e-mail: Yas	shiadhavao@gmail.com
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	City: MUMBAH

City:



## STATE BANK OF INDIA

	PBB, HIRANA	ANDANI (04234)				
	LOS No.: YLAPHL 20240 100 600 31 69					
	Application Name: PRA	DIP JADHAV				
	Co-Applicant Name: MA	SH JADHAY				
	CIF No.: 1) 88-0508 47-93) 2) 88321077453					
	Contact Number (R)	(O)				
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