2094

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai this 28 day of July, 2015 executed by and between (1) SMT. HEMLATA ARVIND MAV, aged about 36 years, Pan no. AFOPM5535M & (2) SHRI. ARVIND KALYANJI MAV aged about 43 years, Pan no.AFGPM5530A, adults, Indian Inhabitant, presently residing at Flat no. 502, A- Wing, Fith Floor, Parasmani CHS.Ltd, New Maneklal Estate, Ghatkopar (West), Mumbai-400 086, hereinafter referred to as the "TRANSFEROR8 expression shall unless it shall be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) of the FIRST PART;

AND

(1) MR. VISHAL BHIMJI MAKWANA aged about 40 years, Pan no. AJKP 2006Ft8 (2) MR. RUPESH BHIMJI MAKWANA aged about 34 years, Pan no. AKWPM5958P, adults, Indian Inhabitant, presently residing at Flat no. 201, A- Wing, Second Floor, Parasmani CHS.Ltd, New Maneklal Estate, Ghatkopar (West), Mumbai-400 086 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 SECOND PART:

WHEREAS by virtue of Agreement for Sale dated 16th day of March, 2006, (hereinafter referred to as "the said Agreement") executed between one M/S. AMBIKA ENTERPRISES (therein referred to as the "PROMOTERS") and TRANSFERORS herein (therein referred to as the "FLAT PURCHASRES") in respect of Flat no.502, A-Wing, admeasuring 781 sq. ft. (Carpet), On the 5th Floor, of the Building known as Parasmani Co-operative Housing Society Limited, situated at New Maneklal Estate, Ghatkopar (West), Mumbai-400 086, in the Registration District and Sub-District of Mumbai, bearing CTS No. 501 B/1 of Village Ghatkopar Kirol, Taluka Kurla the TRANSFERORS herein have purchased acquired the said Flat as per terms and condition mentioned therein.

AND WHEREAS the TRANSFERORS is legally, lawfully exclusively and solely seized, and occupied a Flat no.502, A- Wing, admeasuring 781 sq. ft. (Carpet), On the 5th Floor, of the Building known as Parasmani Co-operative Housing Society Limited,

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situated at New Maneklal Estate; Ghatkopar (West), Mumbai-400 086, in the Registration District of Mumbai, bearing CTS No. 501 B/1 of Village Ghatkopar Kirol, Taluka Kurla and more particularly described in the Schedule hereunder written. (For the sake of brevity the said Flat No. 08 is hereinafter referred to as the "said Flat");

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AND WHEREAS the TRANSFERORS is a member of the Society known as "Parasmani Co-operative Housing Society Limited," duly registered under the Maharashtra Co-operative Housing Societies Act, 1960, bearing Registration No. MUM/WN/HSG/TC/9737/2008-09 Dated:-16-05-2008, (For the brevity's sake the said Society is herein after referred to as the "said Society");

AND WHEREAS the said Society has not issued Share Certificate to the TRANSFERORS. Hence in future the Said Society will issue the Share Certificate directly in the name of the TRANSFEREES

AND WHEREAS pursuant to the negotiations between the parties hereto the TRANSFERES have agreed to purchase and acquire the said Flat together with the Shares of the TRANSFERORS for the lump sum consideration of Rs. 70,00,000/-(Rupees Seventy Lakhs Only) which is due and payable by the TRANSFERES to the TRANSFERORS (in respect of the said Flat no. 502, A-Wing upon the terms and conditions mentioned hereinafter.

NOW IT IS HEREBY AGREE AND DECLARE BY AND BETWEEN THE PARTIES HERETO AS UNDER :-

1. In pursuance of the said Agreement as herein above stated the TRANSFEREES have agreed to purchase and acquire from the TRANSFERORS the Flat no.502, A- Wing, admeasuring 781 sq. ft. (Carpet), On the 5th Floor, of the Building known as Parasmani Co-operative Housing Society Limited, situated at New Maneklal Estate, Ghatkopar (West), Mumbai-400 086, in the Registration District and Sub-District of Mumbai, bearing CTS No. 501 B/1 of Village Ghatkopar-Kirol, Taluka Kurla, together with the Shares in respect of the said Flat No. 502, A-Wing for the lump sum consideration of Rs. 70,00,000/- (Rupees Seventy Lakhs

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Only) which is to be paid by the TRANSFEREES to the TRANSFERORS in the following manner:-

- (a) A sum of Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) Shall be paid by the TRANSFEREES to the TRANSFERORS being earnest money before the execution of these Agreement (The receipt of which is annexed at the end of this Agreement to Sell.)
- (b) A sum of Rs.70,000/- (Rupees Seventy Thousand only) will be deducted as 1% TDS from the consideration amount and the same will be deducted before Possession.
- (c) The Balance Amount of Rs.44,30,000/- (Rupees Forty Round Lakes Thirty Thousand Only) will be paid by the TRANSFEREES to the TRANSFERORS on or before 30th Day of August 2015 and at that time TRANSFERORS shall hand over the quiet, vacant, and peaceful possession of the said Flat to the TRANSFEREES.
- 2. On Execution hereof TRANSFERORS shall execute necessary Transfer Forms and sign all other requisite letters and give undertakings etc. as may be required for the transfer herein contemplated and also deliver the Original Title Deed to the TRANSFEREES without any claim or demand of whatsoever nature against the TRANSFEREES or in that behalf.
- 3. On execution hereof TRANSFERORS have relinquished all his rights, title, claim, and interest etc. in respect of the said Flat No. 502, A-wing along with the Shares in respect of the said Flat No. 502, A-wing in favour of the TRANSFEREES and the TRANSFEREES shall legally and lawfully seize possess and occupy the said Flat No. 502, A-wing along with all rights, title, interest, benefits etc. in the said Society free from all encumbrances.
- 4. The TRANSFEREES have represented that they intend to avail loan for making the Payment of the Balance Consideration vide clause no 1(d) mentioned above. The TRANSFERORS agree to make available the documents related to the said flat and shares for the said purpose.

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- a. The said Flat was acquired by them from and out of their self acquired funds and no one have any claim, Shares, right, title and interest unto the same;
- They are in exclusive possession of the said Flat and no one else is in possession of or entitle to possession of the said Flat or any part thereof;
- c. They are competent and entitled to sell and transfer the said Flat and Shares to the TRANSFEREES as provided hereunder without having to obtain the Consent or concurrence of any other person or persons except the said Society;
- They have right and authority to sell and transfer the said Flat and the Shares are clear and marketable and free from all encumbrances, claims and reasonable doubt and there is no pending encumbrances or rights of whatsoever subsisting in favour of any third person or persons in respect of the said Flat and the Shares.
- e. The have not entered into any Agreement or arrangement of whatsoever, with any other person or persons including for Sale or let out covenant, mortgage, lien, hypothecation or any other basis and They are competent and entitled to give quiet, vacant and peaceful possession of the said Flat to the TRANSFEREES on completion of the sale pursuant hereto without having to obtain the consent or concurrence of any other person or persons save and except the Society.
- f. As on date there is no litigation or such other proceedings whatsoever pending in any Court or Forum or before any authority in respect of or concerning the said Flat and/or the Shares and/or his right, title and interest thereto or therein.

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g. No Income Tax Notice or other Public Authorities have issued any Order restraining Flat and there is no attachment or other prohibitory order issued by any Competent Court or Authority preventing or restraining them from dealing with, disposing off, or sale the said Flat or any part thereof as contemplated hereunder.

- h. They have not mortgaged the Flat or Shares in respect of the said Flat as security for payment of any money or for the purposes of any obligations, as on date the said Flat and the Shares are totally free form all encumbrances.
- i. There is no dispute with the said Flat and the Shares in concerning holding the said Flat or the payment of its dues
- j. They have paid all the dues of the Society for the period in date of nothing is due and payable and/or is still out-standing and unpaid for period to the date of completion of sale, and they shall deem and responsible for the same.
- k. As aforesaid, They are aware that there is no any circumstances or obligations, prevailing them from transfer, sale and assign the said Flat and its Shares and the said Flat is free for transfer and the TRANSFEREES can acquire the same from them;
- I. The TRANSFERORS is aware that the TRANSFEREES have agreed to enter into this Agreement and pay monies becoming due hereunder relying upon correctness of the statements herein, the TRANSFERORS repeat and confirm the same and none of the representations are false or incorrect.
- m. That the TRANSFERORS covenant with the TRANSFEREES that all the amounts standing to the name of TRANSFERORS credit on this day in the books of account of the said Society towards, deposits, bonds, stocks, sinking fund, dividend and other amounts to which the said TRANSFERORS is legitimately entitled in respect of his being the member

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- g. The Stamp Duty charges, Registration charges and Legal fees with respect to this Agreement shall be borne and paid by the TRANSFEREES alone.
- The TRANSFERORS shall sign, affirm, execute all deeds, documents, writings, affidavits, undertakings, forms, applications etc. as may be necessary reasonably and legally required by the TRANSFEREES from time to time for the purpose of transferring the said Flat No. 502, A-wing, in favour of the TRANSFEREES but at the entire cost of the TRANSFEREES only.

SCHEDULE OF THE PROPERTY

Flat no.502, A- Wing, admeasuring 781 sq. ft. (Carpet). On the 5th Floor, of the Building known as Parasmani Co-operative Housing Society Limited, situated at New Maneklal Estate, Ghatkopar (West), Mumbai-400 086, in the Registration District and Sub-District of Mumbai, bearing CTS No. 501 B/1 of Village Ghatkopar Kirol, Taluka Kurla, constructed in the year 2008

On or towards East : by 60' wide D.P. Road

> On or towards East : by Nallah

> On or towards East : by Property bearing CTS no 501 F/11

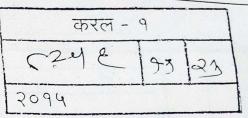
> On or towards East : by Property bearing CTS no.501 A/1

ENCLOSURES ALONG WITH AGREEMENT:

- (a) Copy of Property Card, Occupation Certificate
- (b) Society NOC for Sale
- (c) Copy of PAN Card of the Parties
- (d) Copy of Photo ID Proof of the Witnesses
- (e) Stamp Duty & Registration Fees receipt.

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RECEIPT



RECEIVED of and from the within named TRANSFEREES (1) MR. VISHAL BHIMJI MAKWANA & (2) MR. RUPESH BHIMJI MAKWANA the sum Of Rs. 25,00,000/-(Rupees Twenty Five Lakhs Only) towards the part payment paid on or before execution of this Agreement as mentioned in clause no-1(a) in respect of said Flat known as Parasmani Co-operative Housing Society Limited, situated at New Maneklal Estate, Ghatkopar (West), Mumbai-400 086, paid as under

Date	Cheque no.	Drawn on	Amount
15/07/2015	000078	Bank Of Baroda	Rs.12,50,000/-
15/07/2015	000076	Bank Of Baroda	Rs.12,50,000/-
		Total	Rs.25,00,000/-

Note: - Receipt is Subject to realization of above mentioned cheques

We SAY RECEIVED Rs.25,00,000/-

J. A. Mar

SMT. HEMLATA ARVIND MAV (TRANSFERORS)

WITNESSES:-

& SHRI. ARVIND KALYANJI MAV

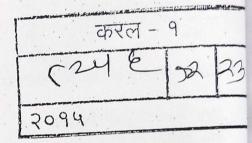


Parasmani Co-Operative Housing Society Ltd

(Reg. No. MUM/WN/HSG/TC/9737/2008-09 Dated 16-05-2008)

New Maneklal Estate, S. N. Mehta Marg, Ghatkopar (West), Mumbai - 400 086.

Date 26/07/2



TO WHOMSOEVER IT MAY CONCERN

This is to certify that SMT.HEMLATA ARVIND MAV & SHRI ARVIND KALYANJI MAV is a bonafide member of our society and are Owner of Flat no.A-502, in our society ,admeasuring 781sq.ft.Carpet up area (hereinafter referred to as the Said flat)

We hereby certify that the Building consists of Stilt+ Seven floors with lift facility. The Building is constructed in the year 2008 . We further certify that there is no lien & /or encumbrances of what so ever on the said flat as per records of the society & all dues are paid till date.

We do héreby accord our consent and have No objection for the sale of the said flat to (1) MR.VISHAL BHIMJI MAKWANA & (2) MR.RUPESH BHIMJI MAKWANA.

We will consider the transfer of the said flat & or admission of new members, subjective our society & payment of Transfer &/ or Charges.

Thanking You,

Yours Faithfully,

Parsmani CHS. Ltd. For PARASHANI CO-OP HSG. SOCIETY

(Sign and stamp)



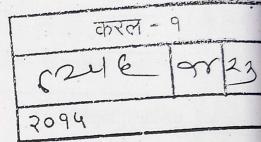
BRIHANMUMBAI MAHANAGARPALIKA.

No. CE/6235/BPES/AN

1 1 APR 2008

To,

Shri. Vipul H. Patel C.A. to owner Shop No.4; Vikram Apr. Mew Maneklal Estate, Ghatkopar Mumbai 400 086



Sub:- Full Occupation to building on plot No.57 bearing CTS No.501/B of village Ghatkopar Kirol at Maneklal Estate at Narsi Mehta Mehta Maneklal Estate at Narsi Mehta Mehta Maneklal Estate at Narsi Mehta Mehta Mehta Mehta Mehta Mehta Maneklal Estate at Narsi Mehta Meh

Sir,

The full development work of Wing A - 2nd to 6th floor + 7th floor (Pt) on No.57, CTS No.501/B/Isituated at Narsi Mehta Marg of village Ghatkopar K Ghatkopar (VV) is completed under the supervision of Architect Shri. Mukesh Shaving Licence No. CA/82/6764, Structural Engineer Shri. Arvind Patel Lice No.STR/P/87 & Site supervisor Shri. Kishor R. Patel may be occupied on the follow

1. That Certificate under Section 270-A of the Mumbai Municipal Corporation shall be submitted within 3-months.

2. That Co. Op. Hsg. Soc. of prospective buyers shall be from with Sub Registrar of Co. Op. Hsg. Soc.

A set of certified completion plans is returned herewith in token of Municipal Assistance

Note:- This permission is issued without prejudice to actions under sections 3 353-A of Mumbai Municipal Corporation Act.

Yours faithfully,

Executive Engineer (Building Proposals)(E.S.).



बृहन्सुंबई महानगरपालिका करनिर्धारण व संकलन खाते

मालमला कर देयक

सदर देयक बृहन्मुंबई महानगरपालिका अधिनियम, १८८८ मधील कलम २०० अन्वये जारी क

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मालभत्ता करवर्ष 2014-2015

देयक क्रमांक 201410BIL03496269 201420BIL03496270

04/06/2014

प्रकाराये नाव व पत्ता : SHRI MANEKLAL A METHA

NAWROJI LANE, GHATKOPAR (WEST) MUMBAI 86,

प्रेषक - सहा. क. व सं. / विभाग : Asstt. Assessor & Collector/N-Ward Assessment & Collection Deptt. N-Ward Office Bldg., 3rd floor, Jawahar Road, Ghatkopar(East), Mumbai-400 077

मालमत्ता क्रमांक, सदिनका क्रमांक, इमारतीचे नाव / विंग,सी.टी.एस: क्र./ प्लॉट क्र., गावाचे ताव, मार्ग क्र., मार्गाचे नाव, ठिकाण, मालमत्तेचे वर्णन, करदात्यांची नावे. SHRI MANEKLAL A MEHTA N-7068(1) 659 AGRA ROAD R.C.C.BUILDING PARASMANI

ग्रथम कुरनिर्धारण दिनांक :

रे ज्यालावधी

15/10/2004 जलजोडणी क्रमांक :

एकूण भाडवली मूल्य : ₹ 14,79,80,860

Fourteen Crore Seventy-Nine Lac Eighty Thousand Eight Hundred Sixty Only

३१/०३/२०१० या तारखे पर्यतंची थकबाकी ₹

०१/०४/२०१० यो तारखे नंतरची थकदाकी ₹ 569054

01/04/2014 à 31/03/2015

		01/04/2014	ते 31/03/2015 (सर्व	रक्कम रूपयामध्ये)
कराचे नाव : 🦙	तात्पुरते	अंतिम	तात्पुरते	
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		02/09/2014		02/09/2014









04/08/2015

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द्य्यम निवंधक: सह दु.नि. कुला 1 दस्त क्रमांक : 8256/2015

नावंणी

Regni63m

गावाचे नाव: 1) घाटकोपर

(1)विलेखाः॥ प्रभार

श्रागशनामा

(2)मोबदला

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

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(4) भू-मापन,पोटहिस्सा वं घरक्रमांक (अमल्यांम)

1) पालिकेचे नाव:मंबर्ड म.न.पा. इतर वर्णन :सदिनिका नं: सदिनिका क्र 502. माळा नं: 5 वा मजला. इमारतीचे नाव: ए विंग,पारसमनी को ऑप हो सोसा लि, ब्लॉक नं: घाटकापर पश्चिम मंबई 40ल636, रोड नं: न्यू माणेकलाल इस्टेट, इतर माहिती: मौजे घाटकोपर किरोळ मीं टी एस नं 501 बील ((C T.S. Number : 501 बी/1 ;)) इतर हक्क

(5) क्षेत्रफळ

1) 87,10 चौ.मीटर पोटखराद क्षेत्र : 0 NA

- (6) आकारणी विका जुडी देण्यात असेल
- (7) दस्तांग्वज करून देणा-या/लिहन ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हभूभनामा विंवा आदेश असल्यामं,प्रतिवादिचे नाव व पना.
- १): भाग:-हेमलता अरबिंद मान्ने वय:-36; पन्य:ार्याट है: पदादेशा হা ১৮2 খান্সা ন: 5 वा मजला, इमार्टीच नाव: ए विंग,पारसमनो को ऑप हो नोसा लि. ब्लॉक न. घाटकोपर पश्चिम, मुंबई, रोड नं: न्य नाणकलाल इंग्लेट, महाराष्ट्र, मुम्बई. पिन कोड:-400086 पॅन ने:-AFOFM5535M ১৮ লাব:-अरविंद कल्याणजी मात्र वय:-43; पत्ता:-प्लॉट तं: सदितका क्र 502, माळा तं: 5 वां मजला, इमारतीने नाव: ए विंग,पारसप्तरी को ऑप हो सोसा लि. ज्यॉक नं: बाटकोपर पश्चिम, मुंबई, रोड नं: न्य माणेकलाल इस्टेट, महाराष्ट्र, मुस्बई, पिन कोड:-400086 पॅन नं -AFGPM5530A
- (8) दम्लांग्वत पत्न घेषा-या पक्षकाराचे व किंवा दियाणी न्यायालयाचा हक्मनामा विवा आदेश असल्यान,प्रतिचादिचे नाच व पतः
- 1): नाव:-विशाल भिमजी मकवाना वय:-40; पना:-प्तांट नं: सद्विका ऋ 201, माळा नं: 2 रा मजला, इमारतीचे ताव: पारलमती को आंप हो सोसा लि, ब्लॉक नं: बाटकोपर पश्चिम, मंबई, रोड नं: न्य माणकलाल इंग्टेंड, सहाराष्ट्र, भभाई. पिन शाह.-400055 वंग २.-४८६८ M2046F া। हाब-रूपेश भिमजी मुक्त्राना बय:-34; पुना:-प्लांट न पहानिका क 20। पाका नं 2 रा भजाता, इमारतीचे शावः पारसमती का आंप ही सोसी हिर, व्याकातं, घाटकोपर पश्चिम, मुंबई, रोड तं, न्यू माणकानाल अन्टेट, महाराष्ट्र, मुस्बई: पिन शोध:-400036 पंचन:-AKWPM3958P

(9) दस्तांग्यज करन दिल्याचा दिनांक

28/07/2015

(10)दस्त नींदणी केल्याचा दिनाक

04/08/2015

(11)अन्क्रमांक, यंड व पृष्ठ

8256/2015

(12)वाजारभाका प्रसाणे संद्रांक शतक

260000

(13)वाजारभावाप्रमाण नोंदणी शुल्क

(14) शेग

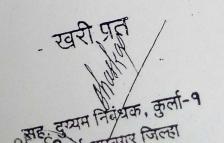
30000

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुलक आधारताना निवहलेला अन्च्छेद :-

within the limits of any Municipal Corporation or any Carroonnent area annexed to it.





iSarita v 1.5.0

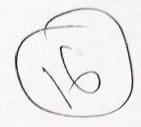
BRIHANMUMBAI MAHANAGARPALIKA.

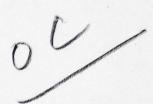
No. CE/6235/BPES/AN

11 1 APR 2008

To,

Shri. Vipul H. Patel C.A. to owner Shop No.4, Vikram Apt. New Maneklal Estate, Ghatkopar Mumbai 400 086





Sub:- Full Occupation to building on plot No.57 bearing CTS No.501/B/1 of village Ghatkopar Kirol at Maneklal Estate at Narsi Mehta Marg, Ghatkopar (VV)

Sir,

The full development work of Wing A - 2nd to 6th floor + 7th floor (Pt) on plot No.57, CTS No.501/B/Isituated at Narsi Mehta Marg of village Ghatkopar Kirol, Ghatkopar (W) is completed under the supervision of Architect Shri. Mukesh Shah having Licence No. CA/82/6764, Structural Engineer Shri. Arvind Patel Licence No.STR/P/87 & Site supervisor Shri. Kishor R. Patel may be occupied on the following conditions:

1. That Certificate under Section 270-A of the Mumbai Municipal Corporation Act shall be submitted within 3-months.

That Co. Op. Hsg. Soc. of prospective buyers shall be formed and registered with Sub Registrar of Co. Op. Hsg. Soc.

A set of certified completion plans is returned herewith in token of Municipal approval.

Note:- This permission is issued without prejudice to actions under sections 305, 353-A of Mumbai Municipal Corporation Act.

Yours faithfully,

TExecutive Engineer (Building Proposals)(E.S.).