

DEEPAK JYOTI CO-OP HSG SOCIETY LTD

Patil Park Road,

Kalachowki, Mumbai - 400 033.

THE

CO-OPERATIVE HOUSING SOCIETY LIMITED

(Registered under M.C.S. Act, 1960, Registration No. \_\_\_\_\_ and Date 09-09-99)  
BCM/W-FS/HSG/CTC) 8053/1999-2000

# SHARE CERTIFICATE

Certificate No. 65

Authorised Share Capital Rs 15 Lacs Divided into 30,000/- Shares of Rs 50/- each

Member's Registered Folio No 65

This is to Certify that Shri/Smt/Mr Dinesh Nathulal Shishodia

of Mumbai is the Registered Holder of (Five) Shares from No 331

to 335 of Rs. 250/- (Two hundred fifty only)

in THE Deepak Jyoti CO-OPERATIVE HOUSING SOCIETY LTD.  
Mumbai - 400033 subject to the Bye-laws of the said Society and

that upon each of such shares the sum of Rupees Fifty has been paid.

Given under the Common Seal of the said Society at Mumbai this 22nd day

of April '2000



[Signature]  
Chairman

[Signature]  
Hon. Secretary

[Signature]  
Hon. Treasurer  
or M. C. Member  
P.T.O.

G. D. Ambekar Marg, Parel Tank Road,  
Kalachowki, Ambe Wadi, Near Tata Power,  
Mumbai - 400 033.

Tel. : Society Office : 2471 9400

Board Line : 2471 9100 / 2471 9200

Email : djsocietyoffice@gmail.com



**DEEPAK JYOTI**  
**CO-OP. HOUSING SOCIETY LTD.**  
Reg No. Bom/W-FS/HSG/(TC)/8053 of 1999-2000

Date :21/05/2024

**TO WHOM SOEVER IT MAY CONCERN**


As per record of our Society we hereby certify as under :-

- 1) Mr. Dinesh N. Shishodia is member of our society, having five fully paid up share of the society. Share certificate No. 65 Distinctive No.331 to 335.
- 2) Flat No. A-1306 is under their possession.
- 3) They have paid all their dues till date 30/06/2024.
- 4) Built-up area of the Flat is 740 sq.ft .
- 5) C.T.S. No.152 & 1/152 Parel sewri Division.
- 6) No further outstanding in their name.
- 7) No charge or lien is recorded till date in our records in respect of Flat No. A-1306.
- 8) There shall be first charge of our society, for paying society maintenance & other charges to the society in respect of flat A-1306.
- 9) Our society does not have any objection for Mr. Dinesh N. Shishodia sell the said Flat No. A-1306.

Thanking you,

For Deepak Jyoti Co-op. Hsg. Society Ltd.

  
Chairman

  
Secretary



## AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** executed at Mumbai this \_\_\_\_\_ day of June, in Christian Year Two Thousand and Twenty Four between **MR. DINESH NATHULAL SHISHODIA**, an Adult Indian Inhabitant, having address of Flat No. 1306, 13<sup>th</sup> Floor, A Wing, Deepak Jyoti Towers, G. D. Ambekar Road (formerly known as Parel Tank Road), Ambewadi, Kalachowki, Mumbai-400 033, hereinafter referred to as the "**Vendor**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and/or administrators) of the One Part

and

1)**MR. CHIRAG UTTAMCHAND JAIN** and 2)**MRS. KINAN CHIRAG JAIN**, both Adult Indian Inhabitants, at present residing at Flat No. 806, 8<sup>th</sup> Floor, A Wing, Deepak Jyoti Towers, G. D. Ambekar Road (formerly known as Parel Tank Road), Ambewadi, Kalachowki, Mumbai-400 033, hereinafter collectively referred to as the "**Purchasers**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators, nominees and/or assigns) of the Other Part

(The parties are individually referred to as "**Party**" and collectively as "**Parties**")

### **WHEREAS:**

- a) The Vendor is a bona fide registered member of the **DEEPAK JYOTI CO-OPERATIVE HOUSING SOCIETY LIMITED** formed and registered under the Maharashtra Co-operative Societies Act, 1961 having registration No. BOM/W-FS/HSG/(TC)8053/1999-

2000 Date 09-09-99, hereinafter referred to as the "**said Society**", holding 5 (Five) shares of Rs.50/- each fully paid up of the said Society bearing distinctive numbers 331 to 335 (both inclusive) under Share Certificate No.65, hereinafter referred to as the "**said Shares**", and as such member he is absolutely seized and possessed of and otherwise well and sufficiently entitled to hold on what is popularly known as "Ownership Basis", a premises being residential Flat bearing No.1306, admeasuring about 740 sq. ft. of built up area, hereinafter referred to as the "**said Flat**" herein and more particularly described in the Schedule hereunder written, on the 13<sup>th</sup> Floor in **A Wing** of the building known as **DEEPAK JYOTI TOWERS**, hereinafter referred to as the "**said building**", situate, lying and being at G. D. Ambekar Road (formerly known as Parel Tank Road), Ambewadi, Kalachowki, Mumbai-400 033;

- b) The said Flat was purchased and acquired by the Vendor from M/s Deepak Enterprises in terms of Articles of Agreement dated 3<sup>rd</sup> February, 1992 and the said Articles of Agreement dated 3<sup>rd</sup> February, 1992 attached to the Deed of Confirmation dated 14<sup>th</sup> February, 1995 was duly registered with the Sub-Registrar of Bombay, under the serial numbers PBBE-128/95 on 11/9/1996, hereinafter the said Articles of Agreement dated 3<sup>rd</sup> February, 1992 and the said Deed of Confirmation dated 14<sup>th</sup> February, 1995, collectively referred to as the "**Title Document**",
- c) The Vendor has represented to the Purchasers that Title Documents and all other deeds and documents in respect of the said Flat and the said Shares are valid, binding and subsisting and in no way terminated and further in the circumstances, the Vendor is seized and possessed of and even otherwise well and sufficiently entitled to the said Flat and the said Shares;

- d) The Municipal Corporation of Greater Mumbai has issued Occupation Certificate in respect of A Wing of the said Building vide its Letter No. EB/9957/A dated 8/1/94;
- e) Believing above representations thus made by the Vendor and after having taken physical inspection of condition of the said Flat, the Purchasers are desirous of acquiring from the Vendor all his ownership rights, title, privileges, benefits and interest in the said Flat along with the said Shares on the terms and conditions mutually agreed upon by and between the Vendor and the Purchasers;
- f) The Vendor has obtained the written NOC dated \_\_ /\_\_ /2024 from the said Society for the sale and transfer of the said Flat and the said Shares in favour of the Purchasers and the original thereof is annexed hereto and
- g) The parties hereto are desirous of recording the terms and conditions thus mutually agreed upon in the manner hereinafter appearing.

**NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. The Vendor doth agree to transfer, sell, assign, assure and convey unto the Purchasers and the Purchasers do and each of them doth agree to purchase and acquire from the Vendor all his rights, titles, privileges, benefits and interest held by the Vendor in the premises being residential flat bearing No.1306, admeasuring about 740 sq. ft. built up area, referred to as the "said Flat" herein and more particularly described in the Schedule hereunder written, on the 13<sup>th</sup> Floor in A Wing of the buildings known as **DEEPAK JYOTI TOWERS**, referred to as the "said Building" herein, situate, lying

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and being at G. D. Ambekar Road (formerly known as Parel Tank Road), Ambewadi, Kalachowki, Mumbai-400 033 together with 5 (Five) shares Rs.50/- each fully paid up bearing distinctive numbers 331 to 335 (both inclusive) under Share Certificate No.65, referred to as the "said Shares" herein, of Deepak Jyoti Co-operative Housing Society Limited, referred to as the "said Society" herein along with benefit of contribution towards Sinking Fund and other funds and the amounts that may be lying to the credit of the account of the Vendor with the said Society and also all the incidental right, privileges, interest and benefits which are conferred upon the Vendor in respect thereof including the right to use, possess and occupy peaceably and without any objection, or obstruction or interruption from any person or persons, at or for the lump sum consideration of **Rs.2,50,00,000/- (Rupees Two Crore Fifty Lakh Only)**.

2. The Purchasers have paid in part and agreed to pay to the Vendor lump sum consideration mentioned above in the following manner:
  - i. **Rs. 1,47,50,000/-** being part amount of the above lump sum consideration has been paid by the Purchasers to the Vendor before the execution of these presents and payment and receipt whereof the Vendor admits, acknowledges and attaches separately to this agreement.
  - ii. **Rs.2,50,000/-** has been deducted as income-tax under the provisions of Section 194-IA of the Income-tax Act, 1961 under which the Purchasers are required to deduct Income-tax at the rate of 1% of the lump sum consideration amount or stamp duty value, whichever is higher, and pay in accordance with the provision of the section 200 of Income-tax Act, 1961 and thereafter obtain and furnish to

the Vendor appropriate certificate to that effect within the prescribed time.

- III. **Rs.1,00,00,000/-** being the balance amount of the above lump sum consideration shall be paid by the Purchasers to the Vendor within the period of 20 working days from the date of handing over to the Purchasers by the Vendor the original of appropriate letter to be issued by the said Society for purpose of loan from Bank or Non Banking Finance Company (NBFC) to be availed by the Purchasers against the security of the said Flat and the said Shares and all other documents/papers in relation to the said Flat and said Shares as may be required for the purpose of loan and only upon the payment of such balance amount of lump sum consideration by the Purchasers to the Vendor on or before the above stipulated period of 20 working days, the Vendor shall acquit, release and discharge the Purchasers forever. In case Purchasers do not avail Bank/NBFC loan or Bank/NBFC loan is not sanctioned or part amount is sanctioned or otherwise in that event the Purchasers agree to pay to the Vendor above balance or part amount of balance amount of lump sum by making their own arrangement in any manner on or before above stipulated period of 20 working days.

The Vendor shall hand over to the Purchasers vacant and peaceful possession of the said Flat against receipt of the full amount of lump sum consideration stated hereinabove.

The sale and transfer of the said Flat and the said Shares shall be deemed to have been completed upon payment of full amount of lump sum consideration by the Purchasers to the Vendor and the

Vendor handing over the vacant and peaceful possession of the said Flat to the Purchasers.

3. The Vendor declares unto the Purchasers that the Vendor till date have duly discharged, observed and performed all the duties, liabilities, obligations and responsibilities accepted by the Vendor as a member of the said Society and that all the amounts payable by the Vendor towards the electricity charges, water charges, municipal taxes, contractual charges, periodical/maintenance charges and other outgoings in respect of the said Flat have been paid till the date hereof and shall continue to bear and pay the same till the date of handing over vacant and peaceful possession of the said Flat to the Purchasers by him and the Vendor further agrees and undertakes to pay and discharge any such amounts and liabilities which related to the period before the date of handing over vacant and peaceful possession of the said Flat to the Purchasers by him have become payable on any account due to demand raised after the date of handing over the vacant and peaceful possession of the said Flat to the Purchasers by him. Provided however that the Purchasers alone shall be liable to pay such amount in respect of the period after the date of the date of handing over the vacant and peaceful possession of the said Flat by the Vendor to them and release and discharge the Vendor forever. The Vendor also declares unto the Purchasers that neither the Vendor nor any other person and/or persons claiming from, through, under or in trust for any of them has and/or ever had created any charge, lien, mortgage, and/or any other encumbrances in respect of the said Flat and the said Shares and that the said Flat and/or the said Shares and are free from all claims, liens, charges, mortgages, liabilities and encumbrances of any nature whatsoever.



encumbrances including but not limited to any mortgage, charge, pledge, lien, hypothecation, easement rights, contractual rights of set-off, attachments, or interests of any one under any conditional sale agreement, lease, leave or license agreement or other title retention arrangement or any other security interest, security arrangement of any kind or any contractual or lease hold rights or claims of any nature whatsoever;

- (vi) The said Flat is in exclusive possession of the Vendor and save and except him no other person has any right, title, interest or claim against the said Flat or part thereof and there are no tenants or occupants or licensees, authorised or unauthorised, in the said Flat or part thereof and the same has never been let or intended to be let;
- (vii) The Vendor has not entered into any agreement/s with anyone or otherwise made any commitment/s for sale/transfer of the said Flat and/or the said Shares except this agreement made between them and the Purchasers concerning or affecting the said Flat or any portion thereof and/or the said Shares;
- (viii) The Vendor has not received any notice for acquisition or requisition in respect of the said Flat or any portion thereof;
- (ix) There is no actions, suits or proceedings pending or threatened against or affecting the said Flat or any portion thereof and/or the said Shares, or interest therein, or relating to or arising out of the ownership, management or operation of the said Flat and/or the

4. The Vendor declares, represents, warrants, confirms and assures to the Purchasers as follows that:

- (i) The Vendor has all necessary power and authority to execute this agreement whereby the Vendor is entitled to sell and transfer the said Flat and/or the said Shares and that there is no impediment in the way of the Vendor so transferring the said Flat and/or the said Shares in the manner and in pursuance of this agreement;
- (ii) The Vendor has perfect, clear and marketable title to the said Flat and the said Shares as absolute and exclusive owner and save him no other person has any rights, title and interest of any nature whatsoever in the said Flat and the said Shares and the same are not held by him as benami property within the meaning of the Prohibition of Benami Property Transactions Act, 1988;
- (iii) The Vendor has not been served with any notice, writ, summons by the Union Government, State Government, Municipal Corporation, Municipality or Statutory Body or Authority with regard to or affecting or concerning the said Flat or any part thereof and/or the said Shares;
- (iv) The Vendor is not prevented from holding, transferring or alienating the said Flat and/or the said Shares under or by any statute ordinance, rules, notification or circular;
- (v) The said Flat and/or the said Shares are free from any contracts, leases, agreements, and other

- (xiii) No notice of attachment has been issued attaching or causing to be attached the said Flat or any part thereof and/or the said Shares by Income-tax, Sales-tax or any other Government Department.

The Vendor is aware that the Purchasers have paid in part and agreed to pay to the Vendor the balance amount of lump sum consideration hereinabove mentioned inter alias relying upon the declarations, representations, warranties, confirmations and assurances thus made by the Vendor.

5. The Vendor expressly agrees that in the event if the Purchasers be required to bear, suffer, incur or meet any expenses, losses or damages due to or on account of any of the declarations, representations, warranties, confirmations and assurances contained in Clause 3 and 4 hereinabove contained being found out to be false, untrue and/or incorrect any time hereafter, the Vendor shall indemnify and keep indemnified and saved the Purchasers against all such expenses, losses, suits, lawful actions, proceedings, costs, compensations, claims, demands and damages which may be instituted against or incurred or sustained or suffered by the Purchasers including the expenses and/or cost of enforcing the indemnity hereinabove contained.
6. The Purchasers are aware of all the provisions of the Bye-Laws, Rules and Regulations of the said Society and agree to become the members of the said Society and undertake to abide by all such bye-laws, rules and regulations and which may from time to time be adopted or modified or amended by the said Society.
7. The Vendor agrees and undertakes to sign/execute all other deeds, documents, society's forms and other papers and to render all assistances necessary for the purpose of effecting transfer of

- said Shares, in any Court or before or by any Government, Semi Government or Municipal Corporation or Local Body or Authority or Bank or Institution or by any other Organisation or Person/s;
- (x) No power of attorney has been executed by the Vendor in favour of any party granting or assigning any of the right, title or interest in the said Flat or portion thereof and/or said Shares or any powers thereto;
- (xi) All taxes, statutory and other dues payable with respect to the said Flat have been paid in full and that there is no dues of any nature pending against the said Flat and all/any liability or claim arisen in respect thereto relating to the period prior to the date of handing over the vacant and peaceful possession of the said Flat by the Vendor to the Purchasers shall be exclusively paid and borne by the Vendor alone and the Vendor undertakes to indemnify and save the Purchasers for any such loss, claim or liability arising out of any default on the part of the Vendor for non payment of such taxes or statutory dues or other dues of any nature;
- (xii) Upon the payment of full amount of lump sum consideration as stated above by the Purchasers to the Vendor, the Purchasers shall be entitled to have vacant and peaceful possession of the said Flat and inter-alias shall have all and any rights over the said Flat and/or the said Shares and deal in any manner with the said Flat along with the said Shares without any demur or objection from the Vendor or any other person and such rights may be exercised by the Purchasers in any manner deemed fit by the Purchasers and

execution of these presents at the office of the Registrar of Assurances.

11. Save as expressly provided hereinabove, all the costs, charges and expenses of and as also consequential to this agreement including stamp duty and registration fees payable on this agreement and/or any documents to be executed in pursuance of this agreement and/or society transfer forms shall be borne and paid by the Purchasers alone. However, all such costs along with interest or penalty or fine if levied or charged in connection thereto or in respect of the Title Document or any other Agreement/Deed or any other transaction in relation to the said Flat and the said Shares entered here before shall be borne and paid by the Vendor alone. Each party to this agreement shall pay the fees of the Chartered Accountants / Consultants / Advocates/ Estate Brokers engaged by the respective parties.
12. All the disputes under this agreement shall be subject to jurisdiction of Courts in Mumbai.
13. The aforesaid recitals form integral part of this agreement.

#### **SCHEDULE HEREINABOVE REFERRED TO**

ALL THAT Flat being an ownership residential Flat bearing No.1306, admeasuring about 740 sq. ft. of built up area, on the 13<sup>th</sup> Floor in A Wing of the buildings known as **DEEPAK JYOTI TOWERS**, constructed in the year 1994 standing on the plot of land bearing **Cadastral Survey Nos. 152 and 1/152 of Parel-Sewri Division** in the Registration District of Mumbai City, situate, lying and being at G. D. Ambekar Road (formerly known as Parel Tank Road), Ambewadi, Kalachowki, Mumbai-400 033 together with 5 (Five) shares of Rs.50/- each fully paid up of **DEEPAK**

the said Flat and the said Shares as also of any one or more of the security deposits or other deposits or contribution to the funds pertaining to the said Flat or pertaining to amenities or facilities appurtenant to the said Flat from the names of the Vendor to the names of the Purchasers within seven days from the Vendor to the calling upon the Vendor to do so. The Vendor, simultaneously with the execution hereof, shall hand over to the Purchasers the Title Document and all other deeds and documents in respect of the said Flat and Share Certificate relating to the said Shares and also all the receipts in respect of the said Flat in the possession of the Vendor in this behalf and the Purchasers acknowledge the receipt of the same. The Vendor grants to the Purchasers all the rights to get the electric meter and electric deposit of the said Flat transferred in their names.

8. The Permanent Account Numbers allotted to the parties to this agreement under section 139 A of the Income Tax Act, 1961 are as under:

MR. DINESH NATHULAL SHISHODIA	: AMDPS0888D
MR. CHIRAG UTTAMCHAND JAIN	: ACJPJ2999L
MRS. KINAN CHIRAG JAIN	: AIHPJ3661M

9. The transfer-fees/premium payable to the said Society in respect of transfer of the said Flat and the said Shares shall be borne and paid by the Vendor and the Purchasers in equal proportion.
10. The Vendor agrees to do and execute all other acts, deeds, matters and things as may be required by the Purchasers for the purpose of completion of the transfer of the said Flat and the said Shares in the names of the Purchasers and also on the request of the Purchasers present himself for the admission as to the

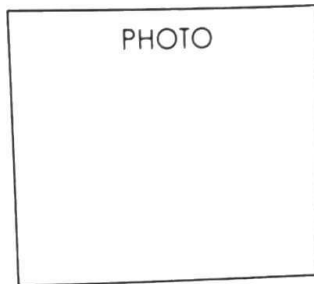
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JYOTI CO-OPERATIVE HOUSING SOCIETY LIMITED bearing distinctive numbers from 331 to 335 (both inclusive) under Share Certificate No. 65.

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

SIGNED AND DELIVERED )

by the withinnamed the Vendor )

**MR. DINESH NATHULAL SHISHODIA** )



in the presence of ... )

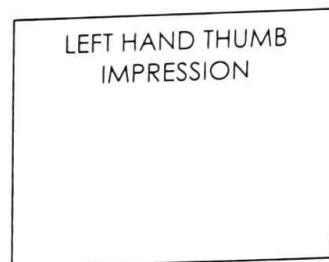
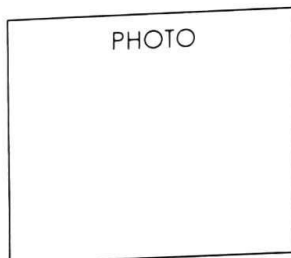
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SIGNED AND DELIVERED )

by the withinnamed the Purchasers, )

**1) MR. CHIRAG UTTAMCHAND JAIN** and )



**2) MRS. KINAN CHIRAG JAIN** )

## RECEIPT

Subject to realisation of below mentioned Pay Order/Cheques we acknowledge receipt the day and year first hereinabove written of from the aforesaid Purchasers the sum of **Rs.1,47,50,000/-** (Rupees One Crore Forty Seven Lakh Fifty Thousand Only) being the part amount of lump sum consideration amount by them paid to me against the sale/transfer of my residential Flat bearing No.1306 on the 13<sup>th</sup> Floor in A Wing of the buildings known as **DEEPAK JYOTI TOWERS**, situate, lying and being at G. D. Ambekar Road (formerly known as Parel Tank Road), Ambewadi, Kalachowki, Mumbai-400 033 together 5 shares of Rs.50/- each fully paid up of **DEEPAK JYOTI CO-OPERATIVE HOUSING SOCIETY LMITIED** bearing distinctive numbers from 331 to 335 (both inclusive) under Share Certificate No.65.

**Rs.1,47,50,000/-**

The details of above payments made to us by them are as under:

Cheque No./RTGS.	date	drawn on	From the account of	In favour of	Amount (Rs.)
				Total Rs...	1,47,50,000/-

WITNESSES :-

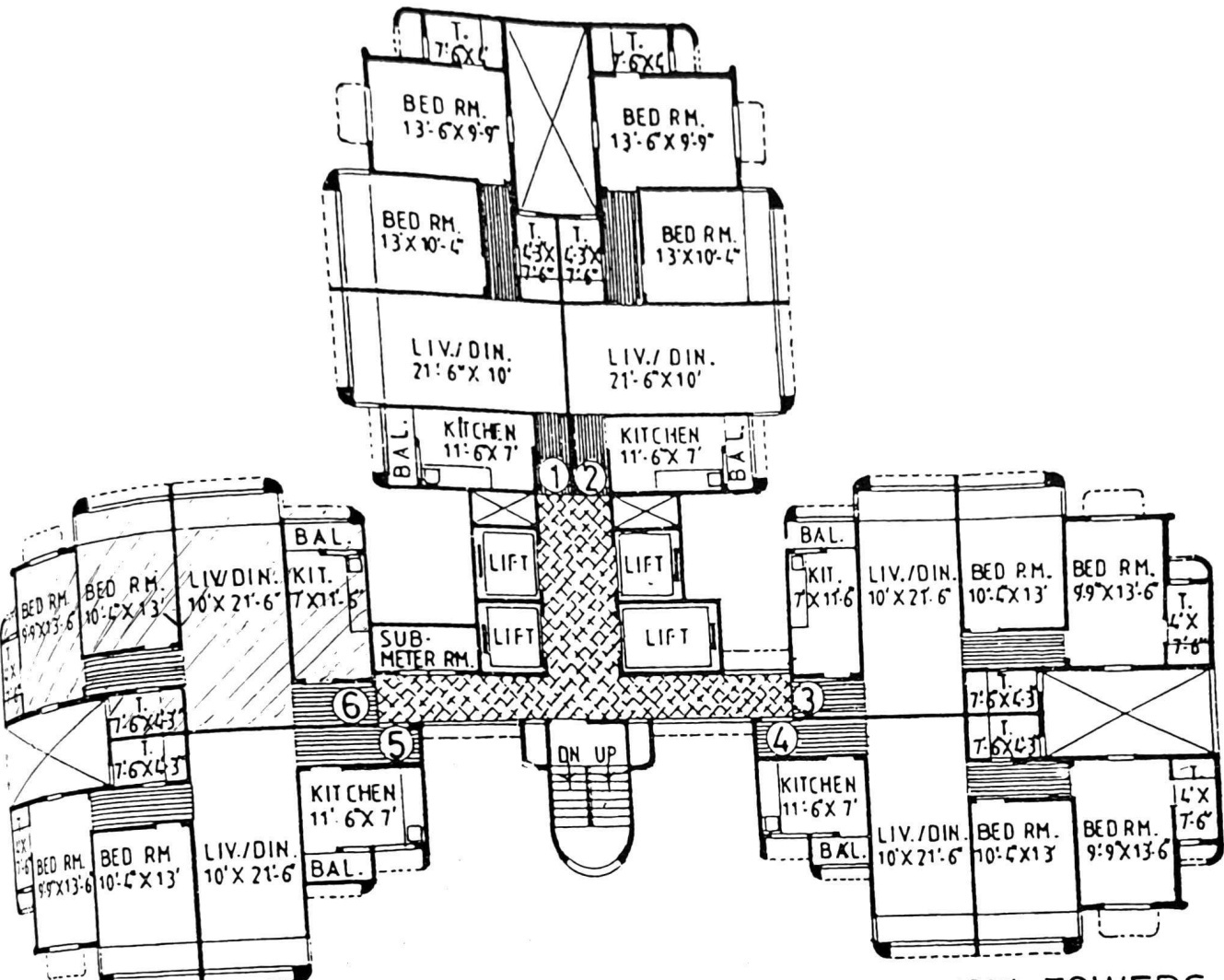
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I SAY RECEIVED

(The Vendor)





Dr. Guisler dia  
 AZA

Annexure 'C'

TYPICAL FLOOR PLAN  
FIRST TO SEVENTEENTH FLOORS

DEEPAK - JYOTI TOWERS

BUILT AREA OF EACH FLAT

PROPOSED BUILDING ON PLOT BEARING  
 C.S.NO.152 AT G.D.AMBERKAR  
 BOMBAY - 400 012.

FLAT NO. 1, 2, 3 & 6  
 FLAT NO. 4 & 5

740 SQ. FT

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