

January 2023,02:06:36 PM

451/1334 पावती Original/Duplicate
 Friday, January 27, 2023 नोंदणी क्र.: 39म
 5:38 PM Regn.: 39M

पावती क्र.: 1419 दिनांक: 27/01/2023

गावाचे नाव: कान्हेरी
 दस्तऐवजाचा अनुक्रमांक: बरल7-1334-2023
 दस्तऐवजाचा प्रकार: करारनामा
 सादर करणाऱ्याचे नाव: मोहिनी उमेश मेहता

नोंदणी फी रु. 30000.00
 दस्त हाताळणी फी रु. 680.00
 पृष्ठांची संख्या: 34

एकूण: रु. 30680.00

आपणास मूळ दस्त, चंबनेल प्रिंट, सूची-२ अंदाजे
 5:56 PM ह्या वेळेस मिळेल.

सह दु.नि.क.बारीवली7

बाजार मुल्य: रु.4780479.27 /-
 मोबदला रु.5000000/-
 भरलेले मुद्रांक शुल्क: रु. 175300/-

- 1) देयकाचा प्रकार: DHC रक्कम: रु.680/-
 डीडी/घनादेश/पे ऑर्डर क्रमांक: 2701202309318 दिनांक: 27/01/2023
 बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
 डीडी/घनादेश/पे ऑर्डर क्रमांक: MH014384646202223E दिनांक: 27/01/2023
 बँकेचे नाव व पत्ता:

mumehla

1/27/2023

सदस्या वसात रु- 300000 एवढे मु.सु.आवश्यक आहे.
सदस्यी सदस्यिका-विकासक सोच्याकडून गुंतवणुकीदारांनी
विकत घेऊन 3 वर्षांच्या आत पुनर्विक्री करित असल्यामुळे
सा दल रु. बरल- ७/ १३३४ दि. २०/०१/२३ ला अशात
आलेले मु.सु. रु. १२५०००-पैकी १०००० रु शिक्क ठेवून उर्वरित
मु.सु. रु १२५०००/- ची महाराष्ट्र मुद्रांक अधिनियम १९५८ चे
अनुच्छेद ५ ग अ (ii) अन्वये वजावट देऊन उर्वरित मु.सु. रु.
१०५३०० या रकमात जावयात आलेले आहे.
दि. २०/०१/२०२३

सह. दुय्यम निबंधक बोरीवली-७,
मुंबई उपनगर जिल्हा.

AGREEMENT FOR RESALE

THIS AGREEMENT FOR RESALE, along with its annexures and
receipts (hereinafter referred to as "Agreement") IS MADE AND
this 27th day of January Two thousand and Twenty-Three

BETWEEN

M/s Gokaldas Developers, (PAN No. AAJFG0660M) registered
partnership firm having its address at 76, Kika Street, Gulabwadi,
Near Null Bazar, Mumbai - 400 004 through its partner **Mr. Kirti
Ajmera** herein after collectively referred as the "**THE TRANSFERORS**"
(which expression shall unless it be repugnant to the context or
meaning thereof, mean and include their heirs, successors, executors
and administrators and assigns) on One Part;

AND

Mrs. Mohini Umesh Mehta (PAN AABPM5741M) & **Mr. Umesh
Shashikant Mehta** (PAN AACPM0933A) having their permanent
address at 203/A, Raam Baug, NP Thakkar Road, Near Navin
Thakkar Hall, Vile Parle East, Mumbai 400 057, hereinafter called the
"**THE TRANSFEREES**" (which expression shall unless it be repugnant
to the context or meaning thereof be deemed to mean and include in
case of individuals his/her/their respective heirs, executors,
administrators and permitted assigns, of the **Other Part**:

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२०२३		

MR
Kirti Ajmera

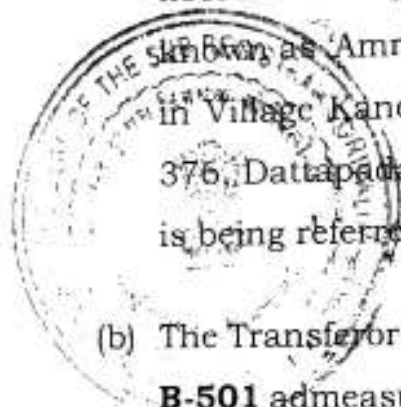
Umesh

WHEREAS: —

(a) The Transferors vide agreement for sale dated 20th March 2021, registered vide Sr. No. BRL9-4058-2021 dated 20th March 2021 agreed to purchase from Rite Developers Private Limited (hereinafter referred to as the said Rite) flat no. **501** in **B Wing** admeasuring carpet area of **375 sq. ft.** (as per RERA) on **5th Floor** in under construction building from Rite Developers Pvt. Ltd. Copy of Index II of the said Agreement for sale is annexed hereto and marked as **Annexure "A"**. In the building situated Borivali Shetur CHSL Co-Operative Housing Society Ltd. a Society duly registered under the Maharashtra Co-operative Societies Act, 1960 and Rules thereunder bearing registration No. BOM/HSG/4341/74 dated 18/11/1974 having their registered office at Amrut Kunj, Ashra Colony Road, 376, Dattapada Road, Borivali East, Mumbai 400 066 is possessed of or otherwise well and sufficiently entitled to all that pieces and parcel of land bearing C.T.S. No. 212(B) together with the structures standing thereon admeasuring 622.22 sq. mtrs. or thereabout as per Property Registered Card together with the existing old building (consisting of ground plus Four upper floors constructed in the year 1974), now popularly building known as 'Amrut Kunj' standing thereon situated, lying and being in Village Kaneri, Taluka Borivali, Mumbai Suburban District at 376, Dattapada Road, Borivali East, Mumbai 400 066 (hereinafter is being referred to as **"The Said Flat"**).

(b) The Transferors are well and sufficiently entitled to flat bearing no. **B-501** admeasuring **375 sq. ft.** of RERA carpet area on the **5th floor** of the building known as **"Amrut Kunj"** (hereinafter referred to as **"the said Flat"**).

(c) The said Society is owner of all that pieces and parcel of land bearing C.T.S. No. 212(B) together with the structures standing thereon admeasuring 622.22 sq. mtrs. or thereabout as per Property Registered Card together with the existing old building consisting of ground plus Four upper floors constructed in the year 1974), now popularly building known as 'Amrut Kunj' standing thereon situated, lying and being in Village Kaneri, Taluka Borivali, Mumbai Suburban District at 376, Dattapada Road, Borivali East, Mumbai 400 066 (hereinafter referred to as **"the said Old Building"**)(hereinafter together plot and The said old Building referred to as **"The Said Property"**).



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MR. MEY

(d) By Development Agreement dated 31st December, 2013 executed vide registration bearing No. BRL7/10451/2013 dated 31st December, 2013 by and between Borivali Shetur Co-operative Housing Society Ltd. (therein referred to as "**The Society**"), the Members of the Society (therein referred to as The Members) and the Rite Developers Private Limited (therein referred to as "**The Developer**") upon certain terms and conditions mentions therein, the Developers got the plans for the proposed building known as "Borivali Shetur Co-operative Housing Society Ltd.", sanctioned by the Municipal Corporation for Greater Mumbai (**MCGM**) and further procured from the MCGM Intimation of Disapproval (**IOD**) bearing No. CHE/WSII/0782/R/S/337 (NEW) dated 06th May, 2017 and Amended I.O.D. dated 12th March, 2018, 26th April 2022, and 05th January 2022 and Commencement Certificate (**CC**) dated 28th September, 2017 and further Commencement Certificate (**CC**) dated 18th January 2022 and commenced construction of the proposed new building as per the sanctioned plans. OC for A wing has been received on 15.10.2020.

(e) The Transferors are eligible and entitled to sell, transfer, convey and assign all their right, title and beneficial interest in the said flat No. **B-501** on the **05th floor** of the said Building vide agreement dated 20th March 2021 and the The Transferors have paid full & Final payment to the said Rite and no further payment is required to be paid. No Objection Letter, No Dues letter and possession letter from the said Rite is enclosed herewith and marked as **Annexure - "B"**



(g) The Transferees have agreed to purchase and acquire from the Transferors all the right, title and interest of the Transferors in the said Flat No. **B-501** admeasuring **375** sq. ft. RERA carpet area on 05th floor of the said building free from all encumbrances, which the Transferors have agreed to do upon the terms and conditions recorded hereinafter;

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows: —

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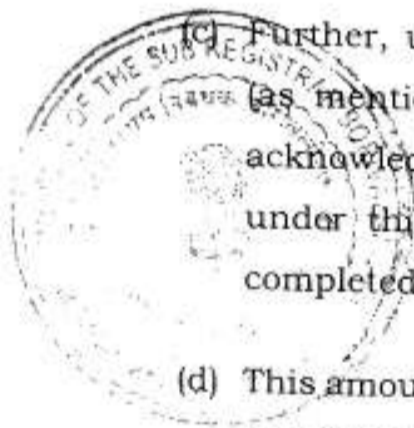
1. That the Transferors hereby expressly and irrevocably agreed to sell, transfer, convey and assign all their right, title and interest in the said Flat No. **B-501** (admeasuring **375** sq. ft. of RERA carpet area)

[Handwritten signature]

[Handwritten signature]

on the 05th floor, of the building known as building known as 'Amrut Kunj' standing thereon situated, lying and being in Village Kaneri, Taluka Borivali, Mumbai Suburban District at 376, Dattapada Road, Borivali East, Mumbai 400 066, as also all the benefits directly and/or indirectly attached to the said flat, free from all encumbrances and reasonable doubts for the total consideration of **INR 50,00,000/- (Indian Rupees Fifty Lakhs only)** to be paid in the following manner: This amount is inclusive of all taxes, other charges, Society Charges etc. Also, Transferors are liable to handle any issues financial (such as any taxes or Govt. or any other pending liabilities) or otherwise, arises, because of any of their prior commitments.

- (a) on or before the execution of the Agreement hereof, the Transferees have paid to the Transferors, as part consideration, a sum of **INR 20,00,000/- (Rupees Twenty Lakhs only)**.
- (b) The Transferees shall pay the balance consideration of **INR 30,00,000/- (Rupees Thirty Lakhs Only)** within 30 days from the date hereof



- (c) Further, upon execution of the final receipt of consideration (as mentioned in sub point (a) above), both Parties hereby acknowledge the entire transaction of re-sale, as contemplated under this Agreement, shall be deemed to have been duly completed.
- (d) This amount will include advance maintenance payment for 06 months while taking the possession and **Rs. 1,000/-** towards admission and acquiring of Membership Rights in the existing Registered Co-operative Society.

2. The Transferors doth hereby covenant with the Transferees as follows: -

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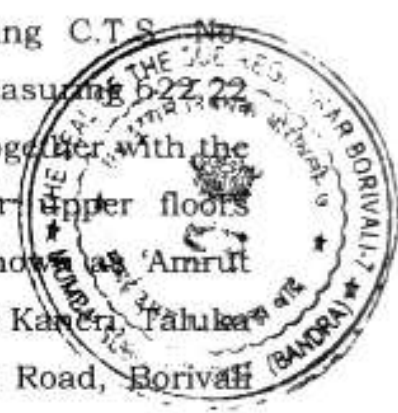
That the Transferors are the undisputed sole and absolute owners and beneficiary of the said premises and is absolutely entitled to the same and to all incidental rights thereto and to exclusive rights to the use, enjoyment and occupation of the said premises and except the Transferors, no other person or persons or third party, have any right, title, interest, claim or

DR

6. Both Parties agree that on completion of payment as mentioned in 1(a) and 1(b) above the said Transferors will hand over the possession of the said flat to the Transferee.
7. The stamp duty paid on this Agreement is Rs. 1,20,000/- (Rupees One Lacs Twenty Thousand Only) as per the Article 5 (ga) (ii) of the Bombay Stamp Act, 1958 inserted by Mah. Order II of 2005, S. 5 (2) (F) w.e.f. 07/05/2005, further if payable, and registration charges, if applicable, shall be borne and paid by the Transferee only. The Transferee hereto agree to pay The Society membership fees for become the member of the society.
8. This Agreement shall be governed by laws of India and any disputes shall be subject exclusively jurisdiction of courts in Mumbai.

SCHEDULE ABOVE REFERRED TO:

Flat No. B-501 on the 5th Floor, admeasuring 375 Sq. Ft RERA Carpet Area situated at all that pieces and parcel of land bearing C.T.S. No. 212(B) together with the structures standing thereon admeasuring 522.22 sq. mtrs. or thereabout as per Property Registered Card together with the existing old building (consisting of ground plus Four upper floors constructed in the year 1974), now popularly building known as 'Amrut Kunj' standing thereon situated, lying and being in Village Kaveri, Paluhar Borivali, Mumbai Suburban District at 376, Dattapada Road, Borivali East, Mumbai 400 066.



IN WITNESS WHEREOF the Transferors and the Transferees have set and subscribed their respective hands, the day and year find hereinabove written.

SIGNED AND DELIVERED by
the within named the TRANSFERORS,
M/s. Gokaldas Developers
Through its partner

Mr. Kirti Ajmera



For GOKALDAS DEVELOPERS
Kirti R. Ajmera.
PARTNER

In the presence of _____

7)

2)



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सूची क्र.2

दुय्यम निबंधक - पत्र दुनि खोरीवली 7

दम्न क्रमांक : 1334/2023

नोंदणी :

Regn-63m

गावाचे नाव : कान्हेरी

(1) विनेषाचा प्रकार	करारनामा
(2) मोबदला	5000000
(3) बाजारभाव/भाडेपट्ट्याच्या बाबतिलपट्टाकार आकारणी देतो की पट्टेदार ने नमुद करावे)	4780479.27
(4) भु-मापन, पोटहिम्या व पन्क्रमांक(अमल्याम)	1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदनिका नं: 501 वी बिंग, माळा नं: पाववा मजला, इमारतीचे नाव: राईट नेक्टर, ब्लॉक नं: दनपाडा रोड खोरीवली पूर्व, रोड : दिवाण कंपाउंड अमरा कॉलनी, इतर माहिती: सदरच्या दस्तास रु.300000/- एवढे मुद्रांक शुल्क आवश्यक आहे, परंतु सदरचे सदनिका विकासक यांच्याकडून गुंतवणुकदारांनी विकत घेऊन 3 वर्षांच्या आत पुनर्विक्री करीत अमल्यामुळे त्या दस्त क्र.वस्त-9/4058/2021 दि.20/03/2021 ला भरण्यात आलेले मुद्रांक शुल्क रु.125700/- पेकी रु.1000 शिल्लक ठेऊन उर्वरित मुद्रांक शुल्क रु.124700/- पी महाराष्ट्र मुद्रांक अधिनियम 1958 चे अनुच्छेद 5गअ(ii) अन्वये वजावट देऊन या दस्तास ममायोजित करून उर्वरित मुद्रांक शुल्क रु. 175300 या दस्तास लावण्यात आलेले आहे. (27/01/2023)((C.T.S. Number : 212 (B) ;))
(5) क्षेत्रफळ	1) 38.33 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा,	
(7) दस्तऐवज करून देणा-या/निवृत्त ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्याम, प्रतिवादिचे नाव व पत्ता,	1): नाव:-मोकलदास डेव्हलपर्स चे भागीदार किर्ती अजमेरा -- वय:-62; पत्ता:-प्लॉट नं: 76 किका स्ट्रीक, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: गुलाबवाडी जवळ नल बजार, महाराष्ट्र, MUMBAI. पिन कोड:-400004 पॅन नं:-AAJFG0660M
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्याम, प्रतिवादिचे नाव व पत्ता	1): नाव:-मोहिनी उमेश मेहता वय:-62; पत्ता:-प्लॉट नं: 203/ग, माळा नं: -, इमारतीचे नाव: गम बाग, ब्लॉक नं: विले पार्ले पूर्व, रोड नं: एन पी ठाकर रोड जवळ नवीन ठाकर हॉल, महाराष्ट्र, मुम्बई. पिन कोड:-400057 पॅन नं:-AABPM5741M 2): नाव:-उमेश शशिकांत मेहता वय:-64; पत्ता:-प्लॉट नं: 203/ए, माळा नं: -, इमारतीचे नाव: गम बाग, ब्लॉक नं: विले पार्ले पूर्व, रोड नं: एन पी ठाकर रोड जवळ नवीन ठाकर हॉल, महाराष्ट्र, MUMBAI. पिन कोड:-400057 पॅन नं:-AACPM0933A
(9) दस्तऐवज करून दिल्याचा दिनांक	27/01/2023
(10) दस्त नोंदणी केल्याचा दिनांक	27/01/2023
(11) अनुक्रमांक, खंड व पृष्ठ	1334/2023
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	175300
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) भंग	

मुल्यांकनासाठी विभागात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद

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



खरी प्रत

सह. दुय्यम निबंधक, खोरीवली-७
मुंबई उपनगर जिल्हा.