

SALE DEED

THIS DEED OF SALE made at Mumbai on this _____5TH December in the Christian Year Two Thousand six BETWEEN SHRI YASHWANT NANALAL PAREKH. Age 74 years, Indian inhabitant, presently residing at 59, Chittaranjan Avenue, Flat No.4, Second Floor, Kolkata 700 012, hereinafter referred to as 'TRANSFEROR" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his heir/s, executors, administrators and permitted assigns) of the ONE PART.

Thousand

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AND

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Shri. PRAVIN DHARMAJI MOKAL age 42 years Indian Inhabitant, residing at 205, Sarita CHS, Narrayan Nagar, Chanabhatti Mun Phereinafter referred to as "TRANSFEREE" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his heir/s, executors, administrators and permitted assigns) of the OTHER PART.

whereas by an agreement for sale dated 13.06.1979 executed by and between M/s. Hira Investments Private Limited and the Transferor herein, the Transferor has purchased and acquired all rights, title, interest in the Flat bearing No.301, adm. 495 Sq.ft. built up area on the 3rd floor of the building now known as 'Sarita Co op. Hsg. Society Ltd.' situated at Narayan Nagar, V.N. Purav Marg, Chunabhatti, Kurla, Mumbai-22 and constructed on land bearing Survey No.292, Hissa no 1 (Part), and bearing C.T.S. No 405 of Village Kurla, Mumbai Suburban District, within the limits of Municipal Corporation of Greater Mumbai which is more particularly described in the schedule hereunder written (the Flat No 301 is hereinafter referred to as 'The said Flat').

AND WHREAS the Transferor has fully paid and Satisfied all dues/
payment / consideration to said M/s. Hira Investments Private Limited in respect of
the sale of the said flat under the above referred agreement and he is not been
guilty of breach or of non compliance with any of the terms or conditions of the
said agreement and there is no impediment of whatsoever nature to enter into this
transaction.

AND WHEREAS receipt of full and final consideration amount and other Dues/ payment as mentioned in the Agreement for sale dated 13.06.1979, the said M/s.Hira Investments Private Limited has put the Transferor into the vacant and Peaceful possession of the said Flat.

AND WHREAS occupation of the building in which the said flat is situated, have formed and registered a Co-operative Housing Society of the Flat purchasers namely Sarita Co-operative Housing Society ltd. (hereinafter referred to as 'said society').

and whereas society has admitted the Transferor as bonafied member of the said society and allotted to him five fally paid up shares of Rs.50/Each bearing distinctive numbers form 121 to 125 (both inclusive) under Share Certificate no 25;

AND WHEREAS Transferor has been duly paying all the outgoings in respect of the said Flat and has not committed any act in violation of any bye-laws of the said society.

AND WHEREAS as such the Transferor is the member of the said Sarita

Co operative Housing Society Ltd. and is seized and possessed of the said Flat RBAN

more particularly described in the schedule written hereunder as an absolute owner thereof.

AND WHEREAS the Transferor is intending to dispose off the said Flat and Transferee being in need of a residential premises, he has decided to purchase the said Flat.

AND WHEREAS both the Transferor and Transferee have approached the said society for admitting the Transferee as the Incoming Members of the said society and to give its sanction / consent to such transfer.

AND WHEREAS the said society has given its consent to the admission of the Transferee as the Incoming Members of the said society in place of the Transferor as the Outgoing Member.

and assign to the Transferee and Transferee has agreed to purchase and acquire the right to occupy and all right, title, interest in the said Flat together with the Transferor's said fully paid up shares of the said society and also the proportionate interest in the capital of the said society at and for the total price or consideration of Rs.16,00,000/- (Rupees Sixteen Lacs Only) and upon the terms and conditions mutually agreed upon by and between the parties hereto as set out herein below.

बदर - 3 NOW THIS INDENTURE WITNESSETH that in pursuance mutually agreed terms & conditions by and between the Transferor and Transferee. and in consideration of a sum of Rs.5,00,000/- (Rupees Five Lacs only) paid by the Transferee to the Transferor vide cheque bearing No. 699921 dated 511212006 drawn Perniah National Bank on and further sum of rs.11,00,000/- (Rupees Eleven lacs Only) paid by the dated 5/21 86 Drawn on Punjab National Bank, Ghatkopar Branch, Mumbai, making altogether total sum of Rs.16,00,000/- (Rupees Sixteen Lacs Only) being full and final consideration amount (the receipt of which the Transferor hereto's RE admits and acknowledges), the Transferor doth hereby transfers, grants, conveys assigns and assures unto the said Transferee the said Flat along with all right, title, interest in the said Flat together with the Transferor's membership and incidental rights thereto and also the proportionate interest in the capital of the said society and M.S.E.B. meter (No. _____) with it's deposit & other benefits free URBAND from all encumbrances and attachments whatsoever TO HAVE AND TO HOLD the said Flat hereby transferred, granted, conveyed and assigned to the Transferee absolutely and forever.

AND THAT the Transferee shall at all times peacefully and quietly enjoy and possess the said Flat and every part thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Transferor or any person or persons lawfully or equitably, claiming from under or in trust for him AND THAT free & clear and freely & clearly, absolutely acquitted, exonerated and released or otherwise, by and at the costs and expenses of the Transferor, well and sufficiently indemnified the Transferee of and from and against all claims, changes, lien, debts attachments and s encumbrances of whatsoever nature made or suffered by the Transferee or any person or persons AND FURTHER THAT the Transferor shall at all times hereafter do and execute, or cause to be done or executed all such deeds and things whatsoever for further better and more perfectly acts. transferring said Flat and every part thereof unto and to the use Transferee according to the true intent and meaning of this deed as shall be reasonably required.

AND IT IS further agreed and declared by and between the parties hereto

as follows.

- A) The vacant and peaceful possession of the said Flat has been handed over to the Transferee by the Transferor simultaneously with execution
- The Transferor declare that he has not on or before the date of this agreement transferred, assigned, mortgaged, alienated or otherwise in any other way encumbered, dealt with or otherwise disposed off his right, title, interest in the said flat or any part thereof in any manner whatsoever.
- Flat is clear, marketable and free from any encumbrances and that he has not created any charge or has not contracted to sell or mortgage the said Flat to any person or institution or authority and that no litigation is pending in respect of the said Flat nor any order of attachment or any prohibiting order has been passed by any Court whereby the Transferor are prevented or restrained from selling said Flat as done here.
- D) The Transferor shall obtain all the necessary permissions and No Objections from the said society for intended transferor of the said flat and shares of the said society in favour of the Transferee as much as the Transferee shall alone bear the transfer charges that may be charged by the Society.
- If so required under the provisions of law, the Transferor shall sign and execute any additional agreements, Deed and/ or such other document/s in favour of the Transferee in respect of the said flat and said five shares for effectual Transfer of said Flat and the said shares in the name of the Transferee.
- The Transferee doth hereby agree and undertake to become the member of the said society and to abide by all and singular bye-laws, rules and regulations adopted and to be adopted by the said society from time to time.
- All the taxes, cess, charges, expenses and such other outgoings in respect of the said flat till the date of handing over possession of the said Flat to the Transferee including the dues of the said society have | been borne and paid by the Transferor and the Transferor shall indemnify and keep indemnified the Transferee at all times in that behalf.

- All the taxes, cess, charges, expenses, electric charges, water charges, lift maintenance and such other outgoings in respect of the said Flat subsequent to the date of handing over possession of the said Flat to the Transferee including the dues of the said society shall be borne and paid by the Transferee alone and the Transferee shall indemnify and keep indemnified the Transferor at all times in that behalf.
- The share capital, sinking fund contribution and such other deposits and money lying with the said society shall endure to the benefits of the Transferee without the payment of any extra consideration thereof
- That the Transferor has delivered to the Transferee all original title deeds in respect of the said flat on the date of execution of these presents.
- The Transferor doth hereby agrees, admits and declares that from the date of execution of these presents, the Transferor shall have no right, title or interest and/ or claim of whatsoever nature in the said Flat and the said five shares or any part thereof and the Transferee shall be entitled to possess, occupy and enjoy the said Flat as absolute owners thereof in the capacity of the members of the said society without any interruption from the Transferor or any other person/s and the Transferee shall have all the prospective and easementary rights hereto before enjoyed by the Transferor in the capacity as the owner member of the said society holding the said Flat.
- The Transferor doth hereby agrees, admits and declares that he has full right and absolute authority to enter into this agreement and that he has not done or performed or caused or suffered to be done or performed any act, deed, matter or thing whatsoever whereby he may be prevented from entering into this agreement, and / or transferring the said Flat as done hereby, or whereby the Transferee may be obstructed, prevented, hindered in enjoying the rights conferred upon or transferred in their favour or whereby the quiet and peaceful enjoyment of the said Flat may be disturbed
 - The Transferor declares that the said Agreement for Sale dated 13.06.1979 executed by and between M/s.Hira Investments Private

Limited and the Transferor herein, in valid and subsisting and he has not assigned the benefits of the said Agreement security or otherwise.

- N) This Agreement shall always be subject to the provisions of Maharashtra.

 Ownership Flats Act, 1963, and the rules & regulation made there under as in force from time to time.
- o) Possession will be given after realization of drafts.

SCHEDULE OF THE PROPERTY

ALL THAT Flat No.301, adm. 495 sq.ft. built up area on the 3rd floor of the building now known as 'Sarita Co op. Hsg.Society Ltd', situated at narayan Nagar, V.N.Purav Marg, Chunabhatti, Kurla, Mumbai 22 and constructed on land bearing Survey No.292 Hissa No 1 (Part), and bearing C.T.S. No 405 of Village Kurla, Mumbai Suburban District, within the limits of Municipal Corporation of Greater Mumbai which is more particularly described in the schedule hereunder written and within the limits of Municipal Corporation of Greater Mumbai.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and the year first herein above written.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and the year first herein above written.

SIGNED AND DELIVERED By the withinnamed TRANFEROR SHRI.YASHWANT NANALAL PAREKH in the presence of)	Zjeishwant	N. Par	rekl
SIGNED AND DELIVERED By the withinnamed TRANFEREE SHRI.PRAVIN DHARMAJI MOKAL In the presence of)	Blogs	9	

SARITA

CO-OPERATIVE HOUSING SOCIETY LTD.

(REGN. No. BOM/WFN/HSG/TC/440-1988-86)

NAGAR, V.N. PURAV MARG, CHUNABHATTI (EAST), MUMBAI-400 022.

Date : _26111106

TO WHOMSOEVER IT MAY CONCERNED

This is to certify that the said Society Sarita Co-Op, housing Society is registered Society. The Building Sarita is constructed in the year 1979 having ground plus six floors.

The flat No 301 owned by Mr. Yashwant N. Parekh is on the third floor, its build up area is 495 Sq.ft.

For Sarita Co Operative Hsg. Society Ltd.

Secretary

TON SANITA GO-UP. HSG. 800. LTD. Treasurer.

VALUATION FACTORY

SHYAM AGRAWAL

B.E., M.I.E., F.I.V, REPAIRS AND REHABILITATION CONSULTANT CONSULTING ENGINEER GOVT. APPROVED VALUER FOR PROPERTY 10 Usha Building, Near Jankalyan Nagar, Kharodi, Malad (W), Mumbai – 400 095. Phone: - 42643269 Mobile: - 9821094630.

PUNJAB NATIONAL BANK (Ghatkopar Branch)

ANNEXURE- A

PROFORMA FOR VALUATION REPORT IN RESPECT OF IMMOVABLE PROPERTY

(Revised format)

Name of Registered Valuer Shyam Agrawal	Registration No Cat. I/274 (With state Commissioner of Income Tax).
1. Date of visit of the site for valuation of IP	: 27.01.2012
2. Date of making valuation	: 31.01.2012
3. Name of the owner(s) of the property	: Pravin Dharmaji Mokal.
Date of purchase of IP	: 05/12/2006
2. Purchase Price of IP	: ₹ 16,00,000
4. Whether necessary enquiries have been made from the concerned locality with regard to the ownership of the property	Yes. Ownership is also verified from the documents. This report is prepared solely for valuation of property. Legal
5. If the property is under joint ownership/co-ownership, share of each such	opinion is to be obtained separately.
owner. Are the shares undivided?	: Single Ownership.
6. Brief description of the property	

2. Flat/Plot No.

1. Location, street, ward No.

(postal address)

: Flat No. 301, 3rd floor, "Sarita" Co-op. Hsg. Soc. Ltd., Narayan Nagar, V.N. Purav Marg Opp. Jogani Industrial Estate Complex, Chunabhatti (E), Mumbai 400 022.

: C.T.S. No. 405 Village Kurla, Taluka Kurla, Dist. Mumbai Suburban. 3. Is the IP bears the same description/
Details as mentioned in the documents
/title deeds

: Yes.

4. Is the property situated in residential/ commercial/mixed area/Industrial area : Residential area.

5. Is the property situated in an unauthorised/ authorised colony.

: Authorised Colony

Classification of locality – high class/ middle class/poor class : Middle Class

7. Is the IP in question or any part of it is under encroachment

: No.

7. i) Proximity to civic amenities like Schools, hospitals, offices, markets, cinema halls, etc.

: All Civic amenities are approachable from property. It is approachable from Chunabhatti railway station.

Landmark: - Opp. Jogani Industrial Complex.

ii) Means and proximity to surface communication by which the locality is served.

: Approachable by road from Chunabhatti railway station.

a) Area supported by documentary proof, shape, dimensions and physical features : Built up area 495 sq. ft. as per agreement.

b) Roads, streets or lanes on which the land is abutting, surrounded

: East : Road

West : Bara Building 'A' Wing

South: Shital Building. **North**: Sagar Building

c) Attach a dimensional site plan & elevations of all structure standing on the land alongwith photograph of the built up property.

: Photographs attached.

d) Furnish details of the building on a separate sheet giving

Number of floors and height of each floor

: It is Ground + 6 floors.

2. Plinth area floor-wise

: Plinth area is 495 sq. ft.

3. Year of commencement of Construction and year of completion.

: 1980

Sh: 2 of 8

4. What was the method of construction : Not Known by contract/by employing labour. directly/both 5. Type of construction/ finishing - load bearing walls/RCC frame/. : RCC frame structure. steel frame Type of foundations : RCC. iii) Walls (floor-wise) : Brick Masonry. iv) Partitions : Brick masonry. v) Doors, Windows etc. (floor-wise) : Wooden doors. vi) Flooring (floor-wise) : Spartek tiles flooring vii) Finishing (floor-wise) : Spartek tiles flooring viii) Roofing and terracing : R.C.C. Slab ix) Special architectural or decorative : Normal features, if any. x) Internal wiring – surface or conduit : Concealed xi) Class of fittings - superior/ordinary : Ordinary. poor xii) Sanitary installation - Numbers ordinary/superior : Bath & W. C. VI. Compound wall 1. Height and length 2. Type of construction : Masonry wall & Gate VII. No. of lifts and capacity : The building has one lift. VIII. Underground pump - capacity and type of Construction : RCC tank. IX. Overhead tank 1. Where located : RCC Tank. 2. Capacity 3. Type of construction

1	X. Water Pumps – number & their horse power	; Not known.
	XI. Sewage disposal – sewer line or septic tanks (no. and capacity)	; Septic tank.
	XII. Roads & paving within the compound, approximate area & type of paving	: Hard Paving around the building.
е) Is the construction/built up property is as per the plan approved by the competent authority	; Yes.
f	Name and Registration No. of Co-op. Housing Society	: "Sarita" Reg No. BCM/WFN/HSG/TC/ 440-1988-86 dtd. 26/11/06
g	What is the floor space index permissible and percentage actually utilized?	: Permissible is 1.0 fully utilized.
	n) Estimated future life	Balance life of building 20 years. Provided maintenance is fleece up and carried out periodically.
9. Is	t freehold or leasehold land?	: Freehold
na ter	easehold, the name of Lessor/Lessee, ture of lease, dates of commencement/ mination of lease and terms of renewal lease	: N.A.
	1. Initial premium	
	2. Ground rent payable p.a.	: Ne
	3. Unearned increase payable to the lessor in the event of sale or transfer	
	4. Are there any agreements of leasement? If so, attach copies.	Please take regul privilen an tre-
11.	Is there any restrictive covenant in regard to use of land? If so, details be given.	: No.
12. (Town planning scheme or any development plan of Govt. or any statutory body? If so, give particulars.	: No.

 b) Has any contribution been made towards development or is any demand for such contribution still outstanding.

No.

13. Is the property (whole or part of land) notified for acquisition by Govt. or any statutory body? If so, date of notification.

: No.

14. a) Is the building owner – occupied/tenanted/ both?

: Owner occupied.

b) If partly owner-occupied, specify portion and extent of area under owner – occupation.

: Not Applicable.

15. a) Names of tenants/lessees/licensees, etc.

: Not Applicable.

b) Portions in their occupations

: Not Applicable.

 Monthly or annual rent/compensation/ license fee, etc. paid by each.

: Not Applicable.

d) Gross amount received for whole property

: N.A.

e) Are any of the occupants related to or close business associates of the owner.

: N.A.

16. Is the building insured, if so, give the policy no. Amount for which it is insured and annual premium.

: Not Applicable.

 Has any standard rent been fixed for the premises under any law relating to the control of rent.

: No.

 Is any dispute between landlord and tenant regarding rent pending in a court of law.

: No.

1. Whether possession of the property can be taken by the bank in case of need without any litigation (society rules, independent entrance, co-owner's share/ joint ownership etc.)

: Please take legal opinion on this.

2. The valuer should give in detail his approach to valuation of the property and indicate how the value has been arrived at, supported by necessary calculations (Rent capitalisation method, municipal valuation for tax purpose, composite rate method for flat etc.)

: By making enquiries in the market.

a) Land rate adopted in the valuation.

: Land is not valued separately.

 b) Instances of sales of IPs in the locality indicating the name & address of the IPs, registration no., sale prices and area of land sold (Annexure enclosed)

: Not relied upon.

c) If sales instances are not available or not relied upon, the basis of arriving at the land rate.

: Land is not valued separately.

Considering the location & age of the building, the finishes, status of maintenance & prevailing rate, the plinth area rate of ₹ 11,000 per sq. ft. of flat is deemed fair for valuation.

The value of property = $495 \times 11,000$	=	₹ 54,45,000
Market Value of the property	=	₹ 54,45,000
Distress Sale Value / Realisable Value of the property	=	₹ 46,30,000
Agreement Value	=	₹ 16,00,000
Govt. Stamp duty value for new construction	=	₹ 21,75,167
Cost of construction of flat	=	₹ 3,96,000

THIS REPORT IS PREPARED WITH AVAILABLE INFORMATION USING BEST OF OUR JUDGEMENT AND ON ASSUMPTION THAT 'TITLE' FOR THE PROPERTY IS CLEAR AND MARKETABLE WITHOUT ANY ENCUMBRANCES AND DOUBTS.

SHYAM AGRAWAL

Mawal

Govt. Approved Viver
Regn. No. Cat.-1/274