

01/2019

सची क्र.2

दय्यम निबंधक : सह दु.नि. बोरीवली 1

दस्त क्रमांक : 1111/2019

नोदंणी: Regn:63m

गावाचे नाव: मालाड

विलेखाचा प्रकार

करारनामा

मोबदला

28600000

बाजारभाव(भाडेपटटयाच्या तितपटटाकार आकारणी देतो की पटटेदार 21123648

नमुद करावे)

भू-मापन,पोटहिस्सा व घरक्रमांक सल्यास)

1) पालिकेचे नाव्:Mumbai Ma.na.pa. इतर वर्णन् :सदनिकुा नं: फ्लॅट नं.402, माळा नं: 4 था मजला, इमारतीचे नाव: न्यू लिंक ऍवेन्यू सीएचएस लीमीटेड, ब्लॉक नं: ग्रीन्स डाईटच्या समोर,ऑफ लिंक रोड, रोड : मालाड(वेस्ट),मुंबई - 400064( ( C.T.S. Number : 1162A ; ) )

क्षेत्रफळ

1) 131.04 चौ.मीटर

। आकारणी किंवा जुडी देण्यात असेल तेव्हा.

) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या काराचे नाव किंवा दिवाणी न्यायालयाचा मनामा किंवा आदेश असल्यास,प्रतिवादिचे व पत्ता.

1): नाव:-कमलेश - शर्मा वय:-41; पत्ता:-प्लॉट नं: 402, माळा नं: 4 था मजला, इमारतीचे नाव: न्यू लिंक एवन्यू सीएचएस लीमीटेड, ब्लॉक नं: चिंचोली बंदर, ऑफ लिंक रोड, रोड नं: मालाड प मुंबई , महाराष्ट्र, मुम्बई. पिन कोड:-400064 पॅन नं:-AMUPS9441B

दस्तऐवज करुन घेणा-या पक्षकाराचे व बा दिवाणी न्यायालयाचा हुकुमनामा किंवा द्वेश असल्यास,प्रतिवादिचे नाव व पत्ता

1): नाव:-द्रिलीप राम क्रम्ल मिश्रा वय:-55; पत्ता:-प्लॉट नं: 401, माळा नं: 4 था मजला, इमार्तीचे नाव: न्यू ्रि. जन-जिस्सान राम वर्ग्नस मित्रा पय:-३३, यसा:-याट ने. मुच्य, नाव्य, ने. मू या मुजरा, रुमिस्साव नाव. लिंक ऍवेन्यू सीएचएस लीमीटेड, ब्लॉक नं: ग्रीन्स डाईटच्या समोर, ऑफ लिंक रोड, रोड नं: ऑफ लिंक रोड, मालाड (वेस्ट), मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400064 पॅन नं:-AEIPM3953N

दस्तऐवज करुन दिल्याचा दिनांक

25/01/2019

n)दस्त नोंदणी केल्याचा दिनांक

25/01/2019

1)अनुक्रमांक,खंड व पृष्ठ

1111/2019

**)**बाजारभावाप्रमाणे मुद्रांक शुल्क

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बाजारभावाप्रमाणे नोंदणी शुल्क

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)शेरा

गंकनासाठी विचारात घेतलेला तपशील:-:

मुल्यांकनाची आवश्यकता नाही कारण दुस्तप्रकारनुसार आवश्यक नाही को

द्स्तप्रकारनुसार आवश्यक नाही

क शल्क आकारताना निवडलेला छेद :- :

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

#### BRIHANMUMBAI MAHANAGARPALIKA

## NO. CHE/7341/BP(WS)/APE 8 JUN 2004

gori Afzal J. Ladak. Owner -

tx. Eng. 81dg. ?rop. (W.S.) F & Q. W. shok Ambothus Market Bldg familyali (Blast), Bember - 400 667

Subject : Permission to occupy the completed building No.2 on plot bearing C.T.S. No. 1162, 1092 & 1163 of village Malad (South), situated at Link Road, Malad (West).

Reference : Your Arch s Letter dated 23.01.2004.

#### **水水水水**

The development work of building No.2 comprising of Stilt + 7 upper floors on plot bearing C.T.S. No.1162, 1092 & 1163 of village Malad (South) situated at Link Road, Malad (West) is completed under the supervision of Shri R.B. Bhalwankar, Licenced Architect having Lic. No. CA/77/3652, Shri Dilip K. Mehta, Licenced Structural Engineer. having Licence No.STR/M/35 and Lic. Site Supervisor, Shri H.A. Belvekar, having Licence No.8/70/S3-III, may be occupied on the following conditions.

- 1 \_ That the certificates U/s 270A of B.M.C.Act shall be obtained from A.E.W.W.P/South and a certified copy of the same shall be submitted to this office.
- 2-That the water supply for premises for which occupation is granted shall be restricted to 50% or normal requirements and no complaint for short supply of water shall be enterthined in future.

. A set of plan duly signed is returned benewith of approval.

= 8 JUN 2004

Ex. Engineer (Western Suburbs)

Copy to : N/ Architect, Shri R.B. Bhalwankar,

Asstt. Commissioner, P/South,

3\_ E.E.V., 4. Dy.A.&C.(U.S.)Bandra.

A\_E\_W\_W\_P/South. 6-A-H.S.(R-111).

7. - City Survey Office.

For information please.

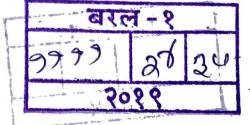
Ex.Engr.Bldg.Proposals (Western Suburbs) P & K/W Wards...

C:\0\0\7341\SG

CERTIFIED

R. B. EHA: WANKAR

ARCHITECT CM77/3:52



## BRIHANMUMBAI MAHANAGARPALIKA

## NO. CHE/7341/BP(WS)/APE 8 JUN 2004

TO.

Snrī Afzal J. Ladak. Owner. tr. Eng. Bidg. ?rep. (W.S.) P & D. Wells or. Sabasahob Amirothes Machet Bids Contivali (Biost). Seasher - 400 087

Subject: Permission to occupy the completed building No.2 on plot bearing C.T.S. No. 1162, 1092 & 1163 of village Malad (South), situated at Link Road,

Malad (West).

Reference : Your Arch s letter dated 23.01.2004.

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- 2. That the water supply for premises for which occupation is granted shall be restricted to 50% or normal requirements and no complaint for short supply of water shall be enterthined in future.

A set of plan duly signed is returned herewith

of approval.

-8 JUN 2004

Ex. Engineer (Western Suburbs)

Copy to : 1 Architect, Shri R.B. Bhalwankar,

2. Asstt. Commissioner, P/South,

3. E.E.V., 4. Dy.A.&C.(W.S.)Bandra,

5. A.E.W.W.P/South, 6-A.H.S.(R-III).

7. - City Survey Office.

For information please.

(Western Supurbs) P & K/W Wards.

C:\0\0\7341\SG

CERTIFIED TRUE COPY

R. B. EHA: WANKAR

अन्ते वर्ष ३५ १९१९

## New Link Avenue Co-op Hsg. Society Ltd.

(Regd No. MUM/WP/HSG/TC/12927 -- Dt. 10/05/2005)
Link Avenue, Opp. Greens Diet, Off. Link Road, Malad (West), Mumbai 400 064

January 24, 2019

## TO WHOMSOEVER IT MAY CONCERN

This is to certify that Mr. Kamlesh Sharma is a member of the New Link Avenue Cooperative Housing Society Ltd. situated Opp. Greens Diet, Off. Link Road, Malad (West), Mumbai 400 064 and has been staying in Flat No. 402 since February 2004, which is in his name.

We certify that that he has cleared all his maintenance charges, dues in respect to the said flat till date.

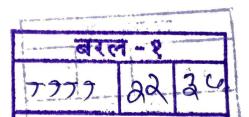
We have no-objection in his selling his flat to the purchaser, Mr. Dilip Ram Kamal Mishra.

For and On Behalf of New Link Avenue CHSL

Hon. Secretary







# \*\*\*\*\*\*\*\* New Link Avenue Co-op. Hsg. Society Ltd. (Regd. No. MUM/WP/HSG/TC/12927 - Dt. 10/05/2005) Link Avenue, Opp. Greens Diet, Off. Link Road, Malad (West), Mumbai 400 064. Date: 0 NOV 700 s.R. No. 22 Authorised Share Capital Rs. | 00 00 - Divided into 2000 Shares each of Rs. 50 |- only. Mumber's Registration No. 8 This is to certify that Shri/Smt. Kamlesh Shazma -Shares from of Flat - 402 is the Registered Holder of 5 (Five) of Rs. 50 - each (Rs. Fifty only -In New Link Avenue Co-op. Hsg. Society Ltd., Link Avenue, Opp. Greens Diet, Off. Link Road, Malad (West), Mumbai 400 064, subject to the Bye-laws of the said Society and that upon such Shares the sum of Rs. 250 (Rupees I wo hundred fifty only - ) has been paid. Given under the Common Seal of the said Society at Mimbai this Nov. 2005 Davof Member of the Committee Hon. Secretary

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## मालमत्ता पत्रक

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मालमत्ता पत्रक

मा पुमापन <b>अ</b> हपाक / फा. हु <sup>°</sup> सं.	मालाड (द) तालुका/न. १ शिट नंबर प्लाट नर्बर क्षेत्र चौ.मी.	धारणाधिकार	जित्हा - <b>'गुंब</b> ; शासनाला स्टिल्या आकार तपशील आणि त्याच्या फेर नविन घारक (धा)	विपनगर जिल्हा	_
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7	केली व १०२.३ चौ.मीटर क्षेत्र दाखल केले व दिनांक		[[6] (图图 ][6]		71
=	३०/१२/०२ ची नोंद कमी केली.		The state of		41
0/06/2008	मा द्रय्यम निबंशक बोरीयची गरं रेस्ट्र		The state of the s		
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1.9	निर्मार श्री.अफर्जल जासफ लहात गांही गांह कार्य के	1			१
	भिनाम २०/१२/२००२ ची नोंद कमी केरती.				
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ख	बरेदीखतं व न.भू.अ.मालाट गाँउ के	-	धारक - श्री मनोहर अपूर्ण इळदणकर	1.4	- muni
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धारणाधिकार

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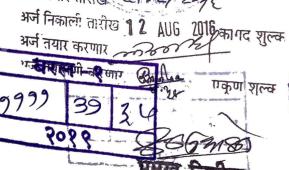
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नगर भूमापन अधिकाखी

मालाव

मालमत्ता पत्रक विभाग/मौजे --मालाड (द) तालुका/न.भु.मा.का. -- न.भू.अ.मालाङ मुंबई उपनगर जिल्ह MC नगर मुमापन शिट नंबंर प्लाट नबंर शासनाला दिलेल्या आकारपीचा किया पाइया CO क्षेत्र धारणाधिकार क्रमंक / फा. प्ली. नं. तपशील आणि त्याच्या फेर तपासणीची निवतः चौ.मी. ११६२/अ नविन घारक (धा) दिनांक व्यवहार खंड क्रमांक पट्टेदार (प) किंवा भार (भा) मा जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचेकडील 22/06/2004 आदेश क्र.सी./कार्या -७अ/एकत्री./पो.वि./एस.आर.ओ.३७६५/२००५ अन्वये व मोरनं.घ -१५०/२००५ वरून नभूक्र.११६२ चे एकुण १२७३.९चौ.मी. क्षेत्रामधून पोटविभाजनाने वर्ग होणा-या ५९६.४चौ.मी.क्षेत्राची नवीन मिळकत प्रतिका उघडून त्यावर सत्ताप्रकार शेती दाखल केला व त्यात नभूक ११६२ब असा शेजबदल केला. डी.पी.रोड तसेच २८९.८चौ.मी. क्षेत्राची नवीन मिळकत पत्रिका उघडुन त्यावर सत्ताप्रकार शेती दाखल केला व शिल्लक क्षेत्राची नोंद केली व त्यास नभूक ११६२क क असा शेजबदल केला. व मूळ नभूक.११६२ याला नभूक.११६२अ असा शेजबदल केला व ३८७.७चौ.मी.क्षेत्र कायम केले. 06/27/2024 मा. जमाबंदी आयुक्त आणि संचालक भूमि अभिलेख (म.राज्य) पुणे यांचेकडील परिपत्रक क्र. ना.भू.१/मि.प./ अक्षरी नोंद/२०१५ पुणे दिनांक १६/०२/२०१५ व इकडील आदेश क्र. न.भू.मालाङ (द)/फे.क्र.८४४दि. ०७/१२/२०१५ अन्वये एकत्री/पो.वि./क्षे.दु./बि.शे.मोजणीनुसार क्षेत्र कायम

तपासणी करणारा -

खरी नक्कल -

एकूण नोंदी/एकूण नकाष ०५ अजे क्रमाक अर्ज दार्खल नारीख़ टेरिंग ८/२०१ धनकलेचे शुल्क १००/०

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मेळात असलेने मिळकत पत्रिकेवर नमुद अंकी क्षेत्र अक्षरी तीनशे सत्याऐंशी पुर्णांक सात दशांश चौ.मि.दाखल केले.

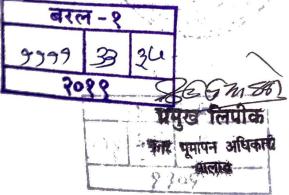
अर्ज तयार ताराय . 4/06/2018

अर्ज निकाली तारीख 1 2 AUG 2016कागद शुल्क 🗸 % / -

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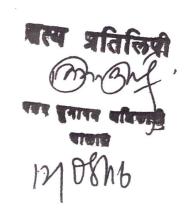
वर्ज तपासणी करणार **भि**र्णा

एकूण शुल्क १०४/-









साक्षाकंन

रफार क्र.१६९ सही -

न.मू.अ.मालाइ

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# New Link Avenue Co-op. Hsg. Society Ltd.

(Regd. No. MUM/WP/HSG/TC/12927 - Dt. 10/05/2005)
Link Avenue, Opp. Greens Diet, Off. Link Road, Malad (West), Mumbai 400 064.

S.R. No. 22	Date: 0 NOV 20
Authorised Share Capital Rs. 1,00,000 - Divided into of Rs. 50 - only. Mumber's Registration No. 8	2000 Shares each
This is to certify that Shri/Smt a mle sh	
of Flat - 402 is the Registered Holder of 5 (No. 036 to 040 of Rs. 50 - each	Shares from (Rs. Fifty only -

In New Link Avenue Co-op. Hsg. Society Ltd., Link Avenue, Opp. Greens Diet, Off. Link Road, Malad (West), Mumbai 400 064, subject to the Bye-laws of the said Society and that upon such Shares the sum of Rs. 250 - (Rupees Two hundred fifty only - ) has been paid.

Given under the Common Sea the said lety at Mimbal this

Day of Nov. 2005

Rego. No.

10(1) 2927
10,5/2005

Hon. Secretary Member of the Committee

P.T.O.

Memorandum of the transfers of the witbin - mentioned Shares Sr. No. In the Share Sr. No. In the Shar Registered at which the Data of General Body / Registered at which the transfer of shares held Managing Committee Meeting To Whom Transfered name of the Transferee by the transferor are Sr. No. Of at which transfer was is recovered registered Transfer approved My. Dilip RamineNLINK & ENLE CO. OP HSG SOX Komal Mishra DA Mysedia Pare 2 1 30/09/2023 14 Committee Member Hon Secretary Chairman 2 Committee Member Hon Secretary Chairman 3 Committee Member Hon Secretars Chairman Chairman Hon Secretary Committee Member 5 Chairman Hon Secretary Committee Member

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पावती

Original/Duplicate

पावती क्रं.: 1218

नोंदणी क्रं. : 39म

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Regn.:39M

दिनांक: 25/01/2019

गावाचे नाव: मालाड

दस्तऐवजाचा अनुक्रमांक: बरल-१-1111-2019

टस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: दिलीप राम कमल मिश्रा

नोंदणी फी दस्त हाताळणी फी पृष्ठांची संख्या: 37

₹. 30000.00 ₹. 740.00

एकूण:

₹. 30740.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 10:21 AM ह्या वेळेस मिळेल.

बाजार मुल्य: रु.21123648 /-मोबदला रु.28600000/-

भरलेले मुद्रांक शुल्क : रु. 1430000/-

सह. दुय्यम निबंधक, बोरीवली क्र.-१, मुंबई उपनगर जिल्हा.

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-डीडी/धनादेश/पे ऑर्डर क्रमांक: MH010733957201819E दिनांक: 25/01/2019

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु.७४०/-डीडी/धनादेश/पे ऑर्डर क्रमांक: 2401201908916 दिनांक: 25/01/2019

बँकेचे नाव व पत्ताः

सह दुय्यम नितंत्रक, बोरीवला क्र.-१० मुंबई उपनगर जिल्हा.





## CHALLAN MTR Form Number-6



GRN MH010733957201819E	H010733957201819E BARCODE				Form	n ID	25.	2			
Depart				Payer Details							
Stamp Duty  Type of Payment Registration Fee	9		TAX ID (If A	any)							
туре от тоум			PAN No.(If	(pplicable)	AEIPM3953N						
Office Name BRL1_JT SUB REG	ISTRAR BORIV	ALI 1	Full Name		DILIP RAM KAMA	L MIS	HRA				
Location MUMBAI								-			
Year 2018-2019 One Tim	ne		Flat/Block I	No.	402, 4TH FLOOR,	NEW	LINK	AVE	NUE (	CHSL	.,
Account Head Det	ails	Amount In Rs.	Premises/E	uilding							
0030045501 Stamp Duty		1430000.00	Road/Stree	t	OPP. GREEN RES	STAU	RANT	, OFF	LINK	ROA	AD
0030063301 Registration Fee		30000.00	Area/Locali	ty	MALAD (W), MUM	IBAI					
			Town/City/I	District							
			PIN			4	0	0	0	6	4
			Remarks (If	Any)							
			SecondPart	yName=KA	MLESH SHARMA~						
			Amount In	Fourteer	Lakh Sixty Thousa	nd R	upees	Only			
Total		14,60,000.00	Words								
Payment Details INDI	AN BANK			F	OR USE IN RECEIV	-	Otla				
Cheque	-DD Details		Bank CIN	Ref. No.	0260867201991	-	-	4788			-
Cheque/DD No.			Bank Date	RBI Date	17010010-150	247	The same of the sa	ot Ve	rified	With F	RBI
Name of Bank			Bank-Branc	n	NOAN BANK		1	3		=	
Name of Branch			Scroll No. , I		Not Verified with	17.75			*)	-	
Department ID : NOTE:- This challan is valid for do	Name of Branch  Department ID : NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid to trivegistered document.  NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid to trivegistered document.  NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid to trivegistered document.							80115 an			
Department ID : NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid to unregistered document. NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid to unregistered document. अवटर चलन केवळ दुय्यम निबंधक कार्यालयात नोदंणी करावयाच्या दस्तासाठी लागु आहे . नोदंणी न करावयाच्या दस्तासाठी लागु माही .						ુ					

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# AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE IS MADE AT MUMBAI On this 25th day of January, 2019

### BETWEEN

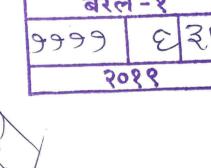
MR. KAMLESH SHARMA age about 41 years and holder of Income Tax Pan No. AMUPS9441B, an adult, Indian Inhabitant of Mumbai residing at 402, New Link Avenue CHS Ltd, Off Link Road, Chincholi Bunder, Malad West, Mumbai 400064, hereinafter referred to as "VENDOR/TRANSFEROR" (which expression shall waters include his heirs, executors, administrators and assigns) at include his heirs, executors, administrators and assigns) at the context of the

#### AND

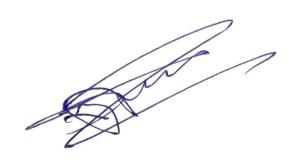
the ONE PART;

MR. DILIP RAM KAMAL MISHRA age about 55 and holder of Income Tax Pan No. AEIPM3953N & an adult Indian Inhabitant of Mumbai commonly residing at Flat No.401, 4th floor, 'New Link Avenue CHSL' Opp. Green Restaurant, Off Link Road, Malad (West), Mumbai - 400064 hereinafter referred to as the "PURCHASER/TRANSFEREE" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their respective heirs, executors, administrators and assigns) of the OTHER PART;

WHEREAS



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15th Dated Pursuant to the Agreement for Sale LADAK December, 2003 made and between M/s. "the as to referred **DEVELOPERS** (therein MR. and Part Promoters/Builders") of One the (RETD) CDR. LT. KAMLESH S/0 SHARMA JHABARMAL SHARMA (therein referred to as "the Purchasers") of the other part, agreed to purchased the Flat No. 402, on the 4th floor, admeasuring 1175 sq. ft. Carpet area i.e. equivalent to 131.04 sq.mtr Builtup area in the Building known as 'LINK AVENUE' situated at Off Link Road, Near Shakti Ford Showroom, Link Road, Malad (West), Mumbai - 400064 and bearing Survey No.434, Hissa No.2, CTS No. 1162 of Village Malad South, Taluka Borivali, Sub-Registration District of Mumbai Suburban(hereinafter referred to as "The Said Flat/Premises') and more particularly described in the schedule hereunder written for the consideration on the terms and condition contained therein.

The Promoters/Builders/Owners of the Flat purchasers of the building formed themselves into a Co-operative Housing Society named as "NEW LINK AVENUE CO-OPERATIVE HOUSING SOCIETY LIMITED" and registered it under the provisions of the Maharashtra Co-operative Societies Act, 1960 under registration No. MUM/WP/HSG/TC/12927 Dated on 10/05/2005 having it's address at Opp. Greens Diet, Off Link Road, Malad (West), Mumbai – 400064 (hereinafter referred to

Rope as "the said Society").

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A.

Fifty only) each bearing Distinctive Nos. 36 to 40 (both inclusive) for which Share Certificate No. 22 Member's Regn. No.1, Nos. of Shares 5 (Five) (hereinafter referred to the "the said Shares") was issued by the said society to the said on dated 10<sup>th</sup> November, 2005.

- D. And thus the Vendor/Transferor herein have clear and marketable title in respect of the said premises and thus the Transferor is well and sufficiently entitled to the said flat premises and have absolute right and power to hold, occupy and to deal with and dispose of the said premises and every part thereof and to dispose of the same to any third party.
- E. AND WHEREAS, the Purchasers/Transferees being in need of permanently suitable residential accommodation approached the Transferor herein and requested him to sell and transfer the said Flat and the shares, rights, title in their favor and whereupon the Transferor decided to sell the said Flat on Ownership Basis and the shares, rights, title, interest for ever.
- F. The VENDOR herein have agreed to sell and transfer his right, title, benefit and interest in respect of the said to the PURCHASER and PURCHASER have agreed to purchase and acquire the right, title, benefit and interest in respect of the said Flat from the VENDOR on certain terms and conditions hereinafter appearing and for which the VENDOR herein have taken **NOC from the society.**
- G. Thus MR. KAMLESH SHARMA the Owner and now the Vendor/Transferor herein has agreed to sell and transfer to the Purchaser and the Purchasers has agreed to purchase and acquire all rights, title and interest, benefit of the Vendor in the said share and in the Flat No. 402

- Our

on the 4thfloor admeasuring 1175 sq. ft. Carpet area i.e. equivalent to 131.04 sq.mtr Built-up area in the Building known as 'LINK AVENUE', situated at Opp. Greens Diet, Off Link Road, Malad (West), Mumbai 400064 and being lying and bearing Survey No.434, Hissa No.2, CTS No. 1162 of Village Malad South, Taluka Borivali, Sub-Registration District of Mumbai for Total Consideration sum of Rs.2,86,00,000/-(Rupees Two Crore Eighty Six Lakh only) and solemnly declared and represented before the Purchasers that:-

- He is solely and exclusively entitled to and seized and possessed of the said shares and the said Flat. i.
- He has acquired the said Flat absolutely and no other person or persons has/have any right, title and ii. interest, claim or demand into or over or upon the same or any part thereof by way of sale, exchange, trust, inheritance lien or otherwise howsoever.

He has mortgaged his flat with INDIABULLS HOUSING FINANCE LTD. and availed loan which is pending to be paid of Rs.20000000/-(Rupees Two Crores Only). The said pending loan amount will be settled by Vijaya Bank, Goregoan (West) Branch with INDIABULLS HOUSING FINANCE LTD. directly subject to registration of this Agreement of Sale with the Registrar of Mumbai. The details of the payment sales this of transactions Rs.2,86,00,000/-(Rupees Two Crore Eighty Six 5 of this Lakh only) is appearing in Clause Agreement of Sale.



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iv.

The VENDOR has good right, full power and absolute authority to sell and transfer the said Flat and that neither the VENDOR nor any one on his behalf has

done, committed or omitted any act, deed, matter or thing whereby the said Flat or the right of the VENDOR to own, occupy and possess the said Flat are, is or can be forfeited extinguished or rendered void or voidable and that the title of the VENDOR and their entitlement to the said Flat is absolutely clear and marketable and free from all marketable debts.

AND WHEREAS the parties hereto have agreed to reduce into writing the terms and conditions on which the Vendor have agreed to transfer and the Purchasers have agreed to purchase and acquire the right, title, share, benefit and interest of the Vendor in the said Flat and shares of the said Flat including the state of the vendor in the said society.

## NOW IT IS HEREBY AGREED BY AND BETWE PARTIES HERETO AS FOLLOWS:-

1. The Parties hereto agree and confirm that the above recital shall form an integral part of these Agreement for Sale presents and the representations, declarations and statements made hereinabove shall be valid as subsisting and binding.

2. An Occupation Certificate Dated June 8, 2004 with respect to the building has obtained. A copy such Occupation Certificate has been annexed of this agreement.

3. The Vendor hereby declare that he have truly, honesty? and bonafidley disclosed to the Purchasers all the material facts and circumstances in respects of the said flat and the said shares without making any untrue, incorrect, dishonest and or fraudulent representations of anything whatsoever in that behalf in any manner howsoever.

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The Vendor doth hereby agrees to transfer unto the Purchasers and the Purchasers doth hereby agree to purchase and acquire all the right, title, interest, shares of the Vendor in the said society including the said Flat viz. Flat No. 402 on the 4th floor admeasuring 1175 sq. ft. Carpet area i.e. equivalent to 131.04 sq.mtr Built-up area in the Building known as 'LINK AVENUE', situated at Opp. Greens Diet, Off Link Road, Malad (West), Mumbai - 400064 and being lying and bearing Survey No.434, Hissa No.2, CTS No. 1162 of Village Malad South, Taluka Borivali, Sub-Registration District of Mumbai and more particularly described in the Schedule hereunder written together with all rights, title, benefit and interest of the Vendor in the said society for a Rs.2,86,00,000/-(Rupees Two Crore Eighty Six Lakh only to be paid by the Purchasers to the Vendor in the manner hereinafter mentioned.

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4.

said Total consideration will be paid by the CHASER to the VENDORS as follows:-

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ii)

Rs.72,00,000/-(Rupees Seventy Two Lacs Only) being Token/Earnest Cum Part consideration is paid before January 12, 2019 before the execution of this agreement, the payment and receipt whereof the Vendors doth hereby admit and acknowledge same;

Rs.2,00,00,000/-(Rupees Two Crore only) being the Part consideration of loan amount to be paid by Vijaya Bank, Goregoan (West) Branch out of home loan sanctioned to the Purchaser to INDIABULLS HOUSING FINANCE LTD. on or before February 10, 2019 subject to registration of this Agreement of Sale with the Registrar of Mumbai. All Original Title Deeds deposited with INDIABULLS HOUSING

FINANCE LTD. will be handed over to Vijaya Bank for creation of fresh mortgage.

- payment of any of the amounts, payable under the terms of this agreement on their respective due dates the flat Purchaser shall be liable to pay to the Vendor interest of @ 20% per annum on amounts due for the period of delay in payment of such amount.
- which has given loan on the said flat deliver in submitting any documents required to amount due under the terms of this agreement on due dates, the Purchaser shall not be shell responsible for any default.
- Rs.286000/-(Rupees **Eighty** Two Lacs V) Thousand only) being Part Consideration (i.e. 1% of the Total Consideration Amount of Rs.2,86,00,000/-(Rupees Two Crore Eighty Six Lakh only)) by way of the TDS to be deposited by the Purchaser as per section 1941 I-A of the Income Tax Act and the same shall be deemed to be received by the Vendors and the Purchaser shall be deposit the said TDS and shall produce the TDS Certificate to the 31 before the completion of the Transaction; २०१९
- Fourteen Thousand Only) are the full and final consideration to be paid by Vijaya Bank out of home loan sanctioned to the Purchase to the Vendor on or before January 31, 2019 subject to registration of this Agreement of Sale with the Registrar of Mumbai.

- On receipt of the above payments, the Vendor do and does hereby admit, acknowledge and confirm that no further consideration is payable towards the purchase of the said Flat, and of and from the same and every part thereof do hereby acquit, release and discharge the Purchasers forever.
- 7. The Vendor doth hereby declares and covenant with the Purchasers that the said Flat is free from all encumbrances of any nature whatsoever and that the Vendor has full right and authority to assign and transfer his entire right and interest in the said society including the said Flat and said shares to the Purchasers.
- 8. The Vendor has represented to the Purchasers:
  - a. That the Vendor has paid all the dues and all society outgoings, Municipal Property Taxes, Electricity charges and Mahanagar Gas Services in respect of the said Flat up to December 2018.

hat the said Flat is free from any encumbrances.

- c. That the said Flat belongs to the Vendor absolutely and that no other person or persons has any right, title and interest whatsoever therein by way of sale, gift, exchange, inheritance, lease or lien or otherwise in the said shares/said flat.
  - d. That notwithstanding anything herein contained any act, deed, matter or thing of whatsoever nature done by the Vendor or any person or persons lawfully or equitably aiming by from through or in trust for them, the Vendor has all right, power and absolutely authority to sell or transfer to the Purchasers of the said Flat and his right, title and interest in the said society and the

Vendor has not done or committed omitted to do any act, deed, matter or thing whereby the Vendor, possession and/or occupation of the said Flat by the Vendor may be rendered illegal and/or unauthorized for any reason or any account.

- Objection Certificate from the Society for transfer, sale of the interest of the Vendor in the said society, as well as the right, title and interest of the Vendor in the said Flat as herein contained to the Purchasers and also to the admission of the Purchasers to the membership of the said society in place and instead of the Vendor when the sale herein is completed by delivering the vacant and peaceful possession of the said Flat to the Purchasers
  - f. That on payment of the entire Purchase processored the Purchasers shall be entitled to and peaceful possession of the said flat.
  - g. That the Vendor shall hand over the vacant and peaceful possession of said flat within 15 days from the receipt of the full and final payment of the total consideration of flat as mutually agreed herein.
- 9. The Vendor doth hereby agrees and undertakes to sign of and execute any deed or writing as well as all other paper and documents as may be required by the Purchasers for transferring the said Flat and the said shares to the name of the Purchasers in pursuance of this agreement.
- 10. The Vendor hereby declares that there are no prohibitory orders by any Government and/or Local Authority or injunction by any Court restraining them from handing over and/or transferring the said Flat, the Vendor further

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36

declares that no attachment has been levied on the said Plat.

11. The Vendor doth hereby agree and confirm to indemnify and keep indemnified the Purchasers against all and any dispute, claim, demand, action or proceeding that may be raised, preferred, made or taken against the Purchasers, solely or jointly and severally with the Purchasers, claiming any right, title and interest or share in or to the said flat and the said shares or any part thereof and in respect of the cost, charges and expenses that the Purchasers may incur or suffer, in defending, resisting and satisfying any such dispute, claim, demand, action or proceeding or any decree, award or order which may be passed in respect thereof.

The Purchasers doth hereby covenant with the Vendor dat they shall always abide by the Rules Regulations and aws of the said society and shall pay the municipal and maintenance charges in respect of the said Flat the day the Vendor deliver possessions of the said to the Purchasers. It is specifically agreed by and between the parties that till the day of possession of the said flat, the Vendor will be liable to pay society bills and electricity hills in respect of the said Flat to the said

9999 9Y society.

13. That the Vendor declares that his Membership of the said society is subsisting and is in full force and has not been terminated.

14. The Vendor covenants with the Purchasers that the Vendor shall indemnify and keep indemnified the Purchasers from and against all actions, claims, demands, charges etc., falling due prior to execution of these presents in respect of the said shares/premises.

- premium/donation payable to the said society for the transfer of the said flat/said shares of the said society in the name of the Purchasers shall be borne and paid by the Purchasers. And it also agreed between the Vendor's Purchasers that the Society Transfer Fee shall be paid equally between them.
  - It is agreed between the Vendor and the Purchasers that the expenses for stamp duty on these presents or on final sale deed/transfer deed and registration charges in respect of this transfer shall be borne and paid by the Purchasers alone and the Vendor shall not be liable transfer the same or any part thereof. However the status duty/registration or duties in respect of all transfers in respect of the said Flat shall be transfers.

responsibility of the Vendor.

- The Vendor doth hereby undertakes to handover all the original documents including share certificate, previous chain of sale agreement, papers concerning the said are to the Purchasers including the receipt of consideration as therein the agreement mentioned.
- all acts, deeds, matter and things as are or may be necessary, proper or expedient for the purpose of fully and effectually transferring the said Flat and the said shares of the said society to and in favor of the Purchasers in the record of the said society to enable the Purchasers to has and to hold the said Flat and the said shares absolutely.



19. Gains Tax, if any, arising pursuant to this sale. Purchasers responsible or liable for payment of Capital The Vendor hereby agrees that they shall not hold the

20. The Vendor hereby undertakes and declares that in case null and not binding upon the said Society / Builders / Financial Institute and/or the Purchasers. after the execution of THESE PRESENTS, be deemed to be persons other than the said Purchasers, the same shall the said Flat and the said shares have been made and/or any Nomination, Assignment, Lien or Charge in respect of him prior to this day, in favor of any person or by the Vendor and / or anyone else claiming

21. responsibility of Vendor. transfers in respect of the said The Purchasers shall pay the necessary stamp duty and registration charges as applicable by Government authority on this Agreement and the Vendor outy/registration or duties in respect of all hall co-operate with the Purchasers for registration of this stration of eement for Sale and the Vendor shall remain present in Office of Sub-Registrar of Assurances at the time of this Agreement. However flat shall the concerned the stamp previous be the

बरलक्र 90 Burishiction of the Mumbai court only. Agreement for Sale is subject of the exclusive

This Agreement shall always be subject to the provisions 1964 or any other provisions of law applicable thereto. 1963 and the Maharashtra Ownership Flats/Shops Rules contained in the Maharashtra Ownership Flats/Shops Act,



# THE FIRST SCHEDULE ABOVE REFERRED TO AS:

Flat No. Flat No. 402

Floor No. Fourth Floor

Area of Flat 131.04 sq. mtrs built-up area

**Building Name** LINK AVENUE

Society Name NEW LINK AVENUE CHS LTD.

Registered Under Reg No.-

Dated 10/05/2005 MUM/WP/HSG/TC/1792

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Share Certificate No.: 22, Distinctive Nos. 036 to 040

Location of Property

and Opp. Greens Diet, Off Link Road, District of Mumbai Taluka Borivali, Sub-Registration No. 1162A of Village Malad South, Survey No.434, Hissa No.2, CTS Malad (West), Mumbai – 400064 being lying and bearing



IN WITNESS WHEREOF THE PARTIES HERETO have hereunto set subscribed their respective hands and seals to this presents on SIGNED SEALED AND DELIVERED

By the within named "THE TRANSFEROR/VENDOR"

## MR. KAMLESH SHARMA

Mr. Left Thumb Impression	Signature	60
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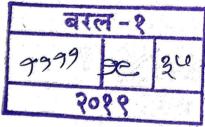
SIGNED SEALED AND DELIVER

By the within named "THE TRANSFEREES/PURCHASERS"



## Witnesses:-

In presence of ...... 1. RAHUL DILIP MISHRA 2. Bapan Paralkas Haralka





## RECEIPT

RECEIVED with thanks from MR. DILIP RAM KAMAL NISHRA "THE PURCHASERS" sum of Rs. 72,00,000/Rupees Seventy Two Lakh Only) Flat No. 402 on the 4th floor admeasuring 1175 sq. ft. Carpet area i.e. equivalent to 131.04 sq.mtr Built-up area in the Building known as LINK AVENUE in the NEW LINK AVENUE CHS LTD. situated at Opp. Greens Diet, Off Link Road, Malad (West), Mumbai – 400064 and being lying and bearing Survey No.434, Hissa No.2, CTS No. 1162A of Village Malad South, Taluka Borivali, Sub-Registration District of Mumbai and more particularly described in the Schedule hereunder written together with all rights, title, benefit and interest of the Control of the said society as per terms & conditions of this in the said society as per terms & conditions of this in the said society as per terms & conditions of this in the said society as per terms & conditions of this in the said society as per terms & conditions of this in the said society as per terms & conditions of this in the said society as per terms & conditions of this in the said society as per terms & conditions of this in the said society as per terms & conditions of this in the said society as per terms & conditions of this in the said society as per terms & conditions of this in the said society as per terms & conditions of this in the said society as per terms & conditions of the said society as per terms & conditions of the said society as per terms & conditions of the said society as per terms & conditions of the said society as per terms & conditions of the said society as per terms & conditions of the said society as per terms & conditions of the said society as per terms & conditions of the said society as per terms & conditions of the said society as per terms & conditions of the said society as per terms & conditions of the said society as per terms & conditions of the said society as per terms & conditions of the said society as per terms & conditions of the said society as per terms & conditions of the said society as per terms & conditions

Payment Details as follows:-

F	Payment Deta	ails as follows:-	The second of th
Cheque No / NEFT transaction reference	Date	Amount	Drawn on Suburban DS1. Bush
number  RTGS	16-1-2019	Rs.7200000/-	Vijaya Bank, Goregaon (W) Branch
No.VIJBH19016066399  RTGS		Rs.2000000/-	Vijaya Bank, Goregaon (W) Branch
RTGS		Rs.286000/-	- 1 Comogoon
RTGS	f.		(W) Branch
Total	Y	Rs.28600000/-	

I Say Received Subject to Realization as above mentioned.

3999 20 34 2088

d herein above)