

SALE DEED

THIS INDENTURE is made at MUMBAI on this 26th day of September, 2016 Between M/S. S. DHAWAN & SONS (Partnership Firm) constituted under the provision of The Indian Partnership Act 1932, having its Office at 118, Champaklal Industrial Estate, Slon (East), Mumbai-400 022, hereinafter called as "THE TRANSFERORS/ VENDORS" (which expression shall unless it be repugnant to the context or meaning thereof be deem to mean and include its partners and their respective heirs, executors, administrators, agents, successors & assigns) hereinafter referred to as Party of the **ONE PART.**

AND

MS. JaspreetKaur J Vijan adult/s, Indian Inhabitant/s, residing at Plot No 47, Sindhi Society, 3RD Road Chembur, Mumbai 400074, hereinafter called as "THE TRANSFEREE/S /PURCHASER/S" (which expression shall unless the same be repugnant to the context or meaning thereof mean and deemed to include **their**heirs, executors, administrators, assigns, agent & attorney) of the **OTHER PART.**

WHEREAS the building known as **SHRIKANT CHAMBERS** had constructed in the Year 1994-95 on the Plot bearing CTS No. 669, 669/1 to 6 & 783 (Part), Survey No. 78 & 79(p), Hissa No.1, of Village Borla Tal. Kurla, Dist. Mumbai Suburban, Slon Trombay Road, Chembur, Mumbai by M/S. SHRIKANT STUDIOS PVT.LTD. and the construction work was carried out under the Commencement Certificate vide permission No.CE/4278/BPES/AM dtd. 3rd April 1992. Construction work of building known as "SHRIKANT CHAMBERS" completed as per the approved plan, layout of Bombay Municipal Corporation in the year 1994 and Occupancy Certificate issued on 10th February 1995 vide MCGM letter bearing No.CE



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AND WHEREAS the Office bearing No. 306, on 3rd Floor, adm. about 30 sq.mtr. carpet, in the building known as **SHRIKANT CHAMBERS**, situated at Plot bearing CTS No. 669, 669/1 to 6 & 783 (Part), Survey No. 78 & 79(P), Hissa No.1, Village Borla Tal. Kurla, Dist. Mumbai Suburban, Sion Trombay Road, Chembur, Mumbai - 400 071, hereinafter referred to as "the said Office" "more particularly as marked and delineated in red colour on floor plan annexed herewith was originally purchased, acquired under the Agreement dtd. 31st January 1995 by **M/S. S. DHAWAN & SONS** (Partnership Firm) from Builder/Promoter **M/S. SHRIKANT STUDIOS PVT. LTD** Regd. Company Registered under the Provision of The Companies Act 1956 having its registered office at Atlanta, B/22 A/V. M. Road, Juhu, Mumbai-400 049, the said Agreement is duly stamped & registered vide under **Registration Sr. No PBDR. 3/296/1995 dtd. 22/03/1995** against the payment of consideration amount and promoter therein on completion of construction work of said building had handed over the possession of the premises to its respective Purchaser.

AND WHEREAS on completion of Building and on handing over the possession of units to the unit holders, the Builders/Promoters had formed the Co-Operative Society under The Maharashtra Co-Operative Societies Act 1960, named as **SHRIKANT CHAMBERS PREMISES CO-OPERATIVE SOCIETY LTD.** bearing Registration No. **MUM/WM/GNL /10/9327/2005-2006**, dtd **20th May 2006**, hereinafter referred to as the said Society.

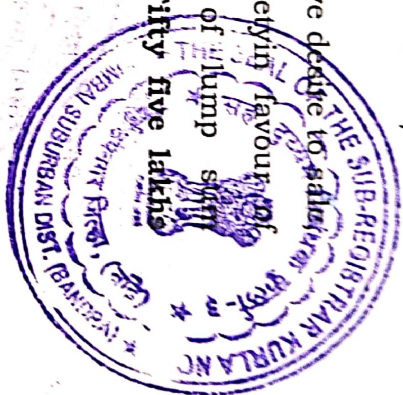
AND WHEREAS the Original Purchasers were admitted as the member of the said Society under **Member Registration Folio No.41, Share Certificate No._53_**, bearing **Distinctive No._0261_ to 0265_** (both inclusive) (hereinafter referred the said shares). The said share subsequently transferred to the Name of **M/S. S. DHAWAN & SONS** (Partnership Firm) and endorsement of transfer made in Share Certificate.

AND WHEREAS the Transferors/Vendors herein are registered Member of Society and legally, lawfully, absolutely and otherwise well and No.306

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AND WHEREAS the Transferors/Vendors herein are the owner of said office and member of **SHRIKANT CHAMBERS PREMISES CO. OPERATIVE SOCIETY LTD.** and incidental to that have right to use, occupy and possess the said **Office** on ownership basis "more particularly described in floor plan hereof, annexed hereto" (for brevity sake the **Office No.306** hereinafter referred to as the said Office).

AND WHEREAS Transferors/Vendors herein have desire to ~~sale~~ transfer the said Office & Membership of said Society in favour of prospective Transferees/Purchaser/s on payment of lump sum consideration amount of **Rs.55,00,000 /- [Rupees Fifty five lakhs Only]**.



AND WHEREAS the Transferees/Purchasers have approached to the Transferors/Vendors and after taking the inspection of relevant papers & documents, have shown their keen interest, desire to purchase, acquire of said Office & Membership of Society. Whereas the Transferors/Vendors considering to the proposal, offer of Transferees/Purchasers have agreed to sale, transfer all their right, title, interest & ownership in the said Office & Membership of said Society and sinking funds, deposits which are free from all encumbrances together with permanent hereditary and absolute right of use and occupation of the said Office & Shares for the lump sum consideration amount of **Rs.55,00,000 /- [Rupees Fifty five lakhs Only]**.

AND WHEREAS Transferees/Purchasers for giving of Public Notice through their Advocate in any Newspaper Regarding Sale, Transfer of the said Office and to Invite the Objection, Claim, If Any, from Any of the Person/Persons they have given Authority Letter dtd. 20th December 2015 Public Notice in **Two (02) Newspapers** and the same published in **The Free Press Journal [English] & Nav Shakti [Marathi] on 26th December 2015** and No Claim is Made by or Received from Any Person towards Sale, Transfer of the said Property by its Present Transferors/Vendors.

AND WHEREAS The Transferors/Vendors have represented to the Transferees/Purchasers and hereby covenant that they will obtain permission for transfer of their membership rights, in the said society

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AND WHEREAS the Transferees/Vendors represented to Transferees/Purchasers that all the arrears due and payable up to November 2015 i.e. maintenance bill, property tax, electric bill and other outgoing if any shall be pay by them to the said society concerned authority, after the said date of 30th November 2015. The purchaser shall pay the dues Whereas at the request of the Transferees/Purchasers and within the knowledge of society the Transferees/Vendors hereby is effectively agree to transfer their rights Transferees/Vendors hereby is effectively agree to transfer their rights title, interest, ownership & membership into and over the said Office & Five (5) Shares.

AND WHEREAS the Transferees/Purchasers confirms that they will use the said office for lawful commercial purpose and also they will regular pay to the society contribution towards property tax & maintenance charges, repair fund etc. as per the society resolution in effect from time to time and payable in respect of the said Office from the 30th November 2015 of the Office. The Transferees/Purchasers further undertakes that they will follow the rules, regulations and bye-laws of said society.

AND WHEREAS pursuant to mutual negotiations between the parties herein, the Transferees/Purchasers have agreed to purchase, acquire the said Office & Membership from the Transferees/Vendors herein along with all their right, title, interest, benefit & ownership upon the terms & conditions mentioned hereinafter.

AND WHEREAS parties hereby desires of record the terms & conditions as agreed between themselves towards sale, transfer of said Office & Five (5) Shares.

NOW IT IS HEREBY AGREED TO, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

- (1) The Party of the One Part have represented to the Party of the Other Part that the above recitals form an integral part of the Deed and the same have been incorporated herein specifically.
- (2) The Transferees/Vendors hereby agree to sell, transfer and assign in favour of Transferees/Purchasers of Transferees/Vendors hereby agree to sell, transfer and

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i) The Five (5) shares of face value of Rs. 50/- each of the said society of aggregate value of Rs. 250/- (Rupees Two Hundred Fifty Only) in the capital of the said society.

ii) All the beneficial rights, title, interest, ownership & membership of the Transferors/Vendors in and upon the said Office.

iii) The right, title, interest, ownership & membership of the said Transferors/Vendors over the shares, sinking funds and fixed deposits of the society (all of which is hereinafter collectively called the said premises) and same are free from all encumbrances.

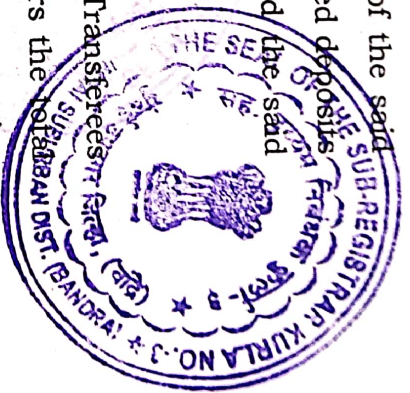
(3) In pursuance of execution of this Sale Deed, the Transferors/Vendors /Purchasers have agreed to pay to the Transferors/Vendors the lump sum sale consideration amount of **Rs.55,00,000 /-** [Rupees **Fifty five lakhs Only**]. on or before execution & registration of these present and/on handing over of the possession. Receipt for the same doth hereby admit & acknowledged hereby separately.

(4) On execution of these present and on realisation of payment of full agreed sale consideration amount received from the Transferees /Purchasers, the Transferors/Vendors hereby agreed to hand over the quite, vacant & peaceful possession of said Office to the Transferees/ Purchasers.

(5) The Transferees/Purchasers hereinafter shall be entitled to have and to hold the said Office from this day onwards for unto and to the use and benefit of themselves, their successors, executors, administrators and nominee forever, without any lien, charge, interest, demand or claim of any nature whatsoever by the Transferors/Vendors and/or any person claiming through them.

(6) The Transferors/Vendors hereby declares that:

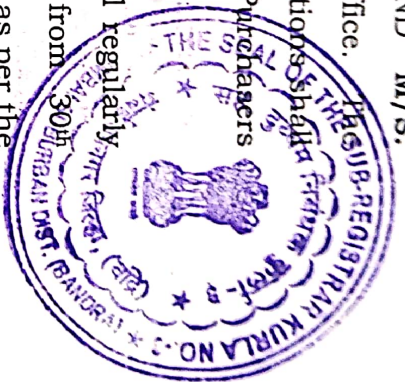
a) They have not entered into any agreement with any other person



Transferees/Purchasers as shall or may be responsible for the cost and expenses of Transferees/Purchasers.

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(11) The Transferees/Purchasers have also acquainted themselves with all the terms & conditions of the Agreement dtd. 18th January 1995 executed between Transferor/Vendor herein AND M/S. **SHRIKANT STUDIOS PVT. LTD.** for the said Office. Transferees/Purchasers have agreed that the terms & conditions shall be binding on and acceptable to them and the Transferees/Purchasers agree to accept and abide by them.



(12) The Transferees/Purchasers undertake that they will regularly pay to the said society their contribution with effect from November 2015, towards property tax, maintenance charges as per the society resolution in effect at present or as may be decided by the society from time to time, payable in respect of the said Office. The Transferees/ Purchasers further confirms & undertakes that they will follow the rules, regulations and byelaws of the said Society.

(13) Transferors/Vendors hereto undertake to fulfill all such statutory obligations and legal liabilities as are required under The Maharashtra Ownership of Flat Act, The Maharashtra Co-Operative Societies Act, Transfer of Property Act, Income Tax Act or any other Act in force which pertains to the sale, transfer of the said Office& Five (5) Shares of Society.

(14) The Transferors/Vendors covenant that in the event of if any person or persons making any claim, demand, suit, charge or other legal proceeding, claimed or made by any person's attorney, agent, company or nominee claiming either lawfully and/or equitably against the sale, transfer & assignment of the said Office& Five (5) Shares by them in the name of Transferees/Purchasers than and in such event they will indemnify & keep indemnified and harmless the said Transferees/Purchasers against such claim, demand, charge or charges that may be faced by the said Transferees/Purchasers.

(15) The transfer fees of society towards the transfer of said Office and Five (5) Shares in its record shall borne & paid by both the parties equally.

कायदा - ३	
२०१६	२१/३३
SECRET	

OF THE PROPERTY

All rights, title, interest & membership under the Five (5) Shares each of Rs.50/- bearing Member Registration Folio No.41, Share Certificate No._53_, bearing Distinctive No._0261_ to 00265 of SHRIKANT CHAMBERS PREMISES CO. OPERATIVE SOCIETY LTD. and Ownership of Office bearing No. 306, on 3rd Floor, adm. about 30 sq.mtr. carpet, in the building known as SHRIKANT CHAMBERS situated at Plot bearing CTS No. 669, 669/1 to 6 & 783 (Part), Survey No. 78 & 79(P), Hissa No.1, Village Borla Tal. Kurla, Dist. Mumbai Suburban, Sion Trombay Road, Chembur, Mumbai - 400 071.

[Handwritten signature]



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

SIGNED SEALED AND DELIVERED
by the within named "TRANSFERORS/VENDORS"



M/S. S. DHAWAN & SONS (Partnership Firm)

Income Tax Permanent A/C. No. _____
through Authorised Partner

in the presence of

ASHOK GIRAWANKAR

[Signature]

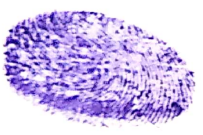
SIGNED SEALED AND DELIVERED

by the within named "TRANSFERRER/S/PURCHASER/S"

MS. JASPREET KAUR J VIJAN.

Income Tax Permanent A/C. No. ADGPV0937L

in the presence of



[Signature]

[Signature]

MUNICIPAL CORPORATION OF GREATER MUMBAI

No.CE/4278/BPES/AM

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To,
M/s. Shrikant Studio Pvt. Ltd.,
513/5/A, Shrikant Chambers,
Sion-Trombay Road,
Chembur, Mumbai - 400 077.

Sub : Full occupation permission to the proposed commercial / office building comprising of Basement + Gr + 5th + 6th (pt) upper floors on plot bearing C.T.S No. 669/A, 669/B, 669/C & 783(pt) of village Borla, V.N.Purav Marg, Chembur.

Gentlemen,

The full development work of the building i.e. full occupation for building comprising of Basement + Gr + 5th + 6th (pt) upper floors plot bearing C.T.S No. 669/A, 669/B, 669/C & 783 (pt) of village Borla, V.N.Purav Marg, Chembur is completed under the supervision of Licensed Surveyor/Architect Shri. Parag Parekh a having License No. CA/96/19908 and License Structural Engineer Shri Suresh Sangavi having License No. STR/S-27 and Site Supervisor Shri. Arpan Brahmabhaff having License No.B/155/S-1 be occupied on the following conditions.

1. That the certificate under Section 270-A of B.C.C. Act shall be submitted within 3 months or B.C.C. whichever is earlier.
2. That the A. O. Space shall be handed over to MCGM before asking for occupation of other building in layout.

A set of certified completions plans is returned herewith

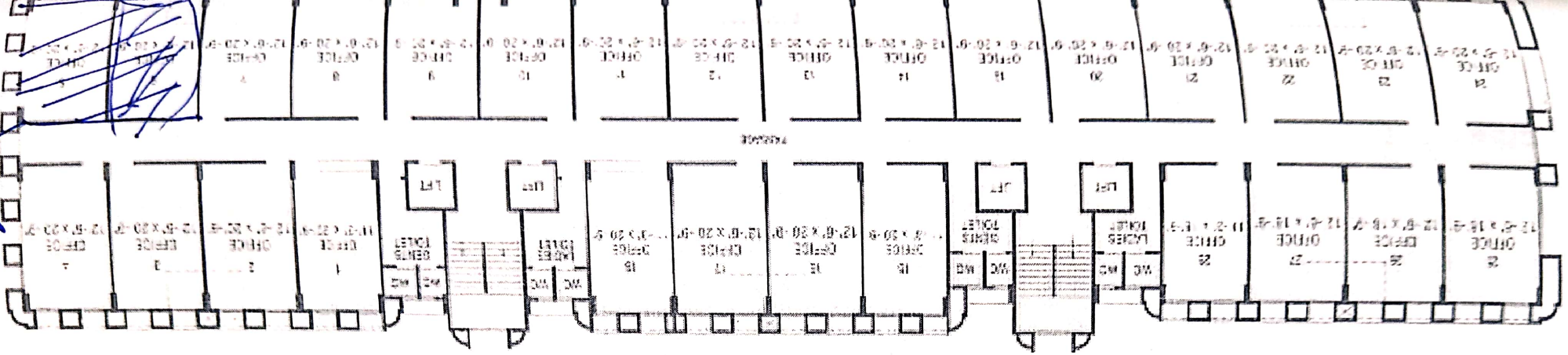
Note : This permission is issued without prejudice to actions under sections 305, 353-A of Mumbai Municipal Corporation Act.

Yours faithfully,

M. Tedare
02.04.2012
Executive Engineer
(Building Proposals) E.S.-I

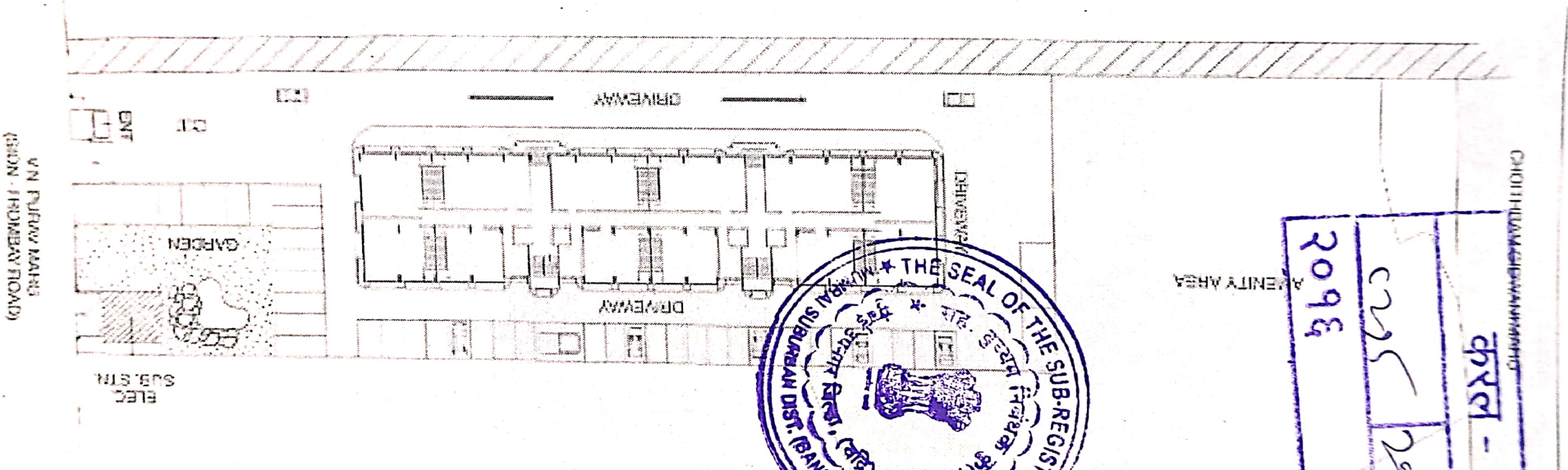
CERTIFIED TO BE TRUE COPY

J. P. PAREKH & SON
ARCHITECTS & SURVEYORS

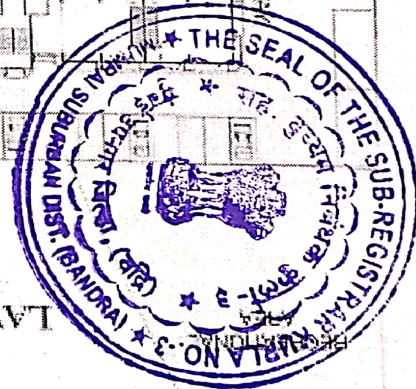


TYPICAL FLOOR PLAN
(1st to 6th Floor)

office NO. 303



LAYOUT PLAN



CHOTHILWAMKAWANWADH
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दस्ता क्रमांक : 8218/2016

नोंदणी :

Regn:63m

गावाचे नाव : 1) बोरला

सेल डीड
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(1) वित्तखाचा प्रकार
(2) मोबदला
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नसुद करावे)

1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदनिका नं: ऑफिस नं. 306 , ए विंग, माळा नं: 3 रा मजला, श्रीकांत चेंबर्स, इमारतीचे नाव: श्रीकांत चेंबर्स प्रीमायसेस को. ऑफ. सी. लिमिटेड, बॉम्बे नं: चेंबूर, मुंबई 400071, रोड नं: एस. टी. रोड, इतर माहिती: सीजे चेंबूर, क्षेत्रफळ 30 चौ. मी. कारपेट((C.T.S. Number : 669, 669/1 TO 6 AND 783 PART ;))

1) 30 चौ.मीटर

(4) घूस-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)
(5) क्षेत्रफळ
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा:

1): नाव:-मेसर्स एस. श्वन अँड सन्स तर्फे भागिदार अनिल एस. श्वन वय:-54; पत्ता:-ऑफिस नं. 118, ,, चंपकलाल इंडस्ट्रियल इस्टेट, सायन पूर्व, ,, सायन, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400022 पॅन नं:-AAAFS3610G

(7) दस्तऐवज करून देणा-या/लिहून देणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

1): नाव:-जसप्रीतकौर जे. विजन वय:-39; पत्ता:-47, ,, सिंधी सोसायटी, चेंबूर, 3 रा रोड, चेंबूर, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400071 पॅन नं:-ADGPV0937L

(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता
(9) दस्तऐवज करून दिल्याचा दिनांक
(10)दस्त नोंदणी केल्याचा दिनांक
(11)अनुक्रमांक, खंड व पृष्ठ
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क
(13)बाजारभावाप्रमाणे नोंदणी शुल्क
(14)शेरा

26/09/2016
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मुल्यांकनासाठी विचारात घेतलेला तपशील :-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

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

SUB-REGISTRAR

जवरी पत्र