गावाचे नाव: पी.एस.पहाडीगोरेगांव

लिखाचा प्रकार

करारनामा

विदला

48400000

नाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार ारणी देतों की पटटेदार ते नमुद करावे)

35302401.09

भ-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)

1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका नं: 1606, माळा नं: 16 वा मजला,टॉवर ए, इमारतीचे नाव: एसक्वायर, ब्लॉक नं: गोरेगाव पु. मुंबई 400063, रोड : ऑफ वेस्टर्न एक्सप्रेस हायवे, इतर माहिती: सदनिका क्षेत्र 127.01 चौ. मीटर कारपेट....... 1 कारपार्क सिंगल चे क्षेत्र 13.75 चौ. मीटर सहित,पार्किंग स्पेस ने 521 एट पी 3 ਜੇਰਜ PUI: PS0408761150088 ((C.T.S. Number : 590/A/A/1 PT ;))

क्षेत्रफळ

1) 152.41 चौ.मीटर

भाकारणी किंवा जुडी देण्यात असेल तेव्हा. दस्तरेवज करुन देणा-या/लिह्न ठेवणा-या

काराचे नाव किंवा दिवाणी न्यायालयाचा प्रमामा किंवा आदेश असल्यास,प्रतिवादिचे नाव पता.

1): नाव:-सुनिल एच. देसाई तर्फे मुखत्यार भरतकुमार एम. व्यास - - वय:-62; पता:-प्लॉट नं: सदिनिका क्र. 301ए, माळा नं: -, इमारतीचे नाव: नंद धाम, ब्लॉक नं: बोरीवली प, रोड नं: एल.टी. रोड, महाराष्ट्र, मुम्बई. पिन कोड:-400092 पॅन नं:-DFAPD3777K

दस्तरेवज करून घेणा-या पक्षकाराचे व किंवा वाणी न्यायालयाचा ह्कुमनामा किंवा आदेश मल्यास,प्रतिवादिचे नाव व पता

- 1): नाव:-प्रवीण सराफ - वय:-49; पता:-प्लॉट नं: सी-1501, माळा नं: -, इमारतीचे नाव: एक्सक्सुझीट को ऑप ह सोसा ली , ब्लॉक नं: गोरेगाव पूर्व , रोड नं: ओबेरॉय गार्डन सिटी, मोहन गोखले रोड , महाराष्ट्र, मुम्बई. कोड:-400063 पॅन नं:-AKPPS0862B
- 2): नाव:-निर्मला सराफ - वय:-46; पता:-प्लॉट नं: सी-1501, माळा नं: -, इमारतीचे नाव: एक्सक्सुझीट को ऑप हौ सोसा ली , ब्लॉक नं: गोरेगाव पूर्व , रोड नं: ओबेरॉय गार्डन सिटी, मोहन गोखले रोड , महाराष्ट्र, मुम्बई, कोड:-400063 पॅन नं:-AASPA8943L

1) दस्तऐवज करुन दिल्याचा दिनांक

25/03/2022

10)दस्त नोंदणी केल्याचा दिनांक

25/03/2022

11)अन्क्रमांक,खंड व पृष्ठ

5139/2022

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

2420000

30000

(14)शेरा



मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- : (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

सुलभ व्यवहारासाठी नागरिकांचे सक्षमीकरण

दस्तऐवज नोंदणीनंतर मिळकत पत्रिका/ कर नोंदवही अद्ययावत करणे गरजेचे आहे. या व्यवहाराचे विवरण पत्र ई-मेल द्वारे बृहन्मुंबई महानगरपातिकेस पाठविणेत आलेला आहे. आता हे दस्तिऐवज दाखल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यकता नाही.

Integrated Governance enabling You to Do Business Easily

It is necessary to update Relevant records of Property/ Property tax after registration of document. Details of this transaction have been forwarded by Email (dated 27/03/2022) toMunicipal Corporation of Greater Mumbai. need to spend your valuable time and energy to submit this documents in person.



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT FORM 'C' [See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number:

Project: Esquire, Plot Bearing / CTS / Survey / Final Plot No.:590/A/A/1 pt of Village Pahadi Goregaonal Borivali, Borivali, Mumbai Suburban, 400063;

- 1. Oberoi Realty Limited having its registered office / principal place of business at Tehsil: Borivali, District: Mumbai Suburban, Pin: 400063.
- 2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

The Registration shall be valid for a period commencing from 11/08/2017 and ending with 30/06/2018 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with

The promoter shall comply with the provisions of the Act and the rules and regulations made there under, Stule 6.

That the promoter shall ke all the pending approvals from the competent authorities

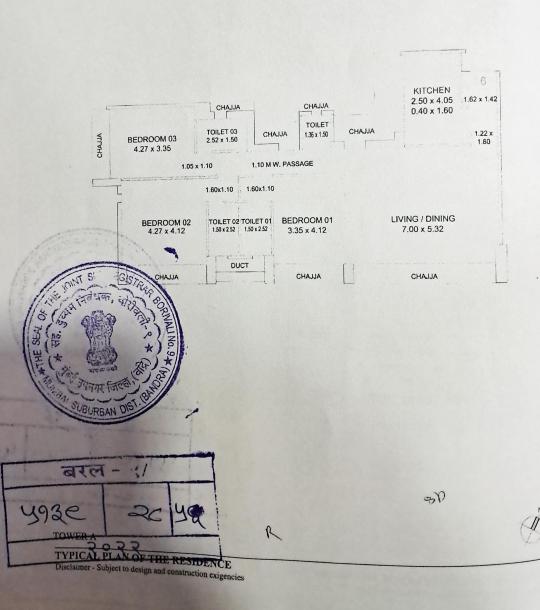
If the above mentioned canditions are not fulfilled by the promoter, the Authority may take necessary action against the reversing the registration granted herein, as per the Act and the rules and regulations made there

and the

Signature valid Digitally Signod by remanand Prabhu Dr. Vasant remanand (Socrotory, MahaRERA) Dato:8/11/2017 12:43:22 PM

Dated: 11/08/2017 Place: Mumbal

Signature and seal of the Authorized Officer Maharashtra Real Estate Regulatory Authority







Car Park Allotment Letter

12 February 2020

To. Mr. Sunil H. Desai Nand Dham 301 A/A. L. T. Road, Borivali, Mumbai - 400092.

Dear Sir,

Re: Premises No. 1606 admeasuring 127.01 square meters (carpet area) approximately equivalent to 1367 square feet (carpet area) (As per RERA) on the 16th Floor in Tower A along with permission to park in 1 (One) car parking spaces/s (Configuration - Single) in the building known as "Esquire" ("the said Building") situated at Goregaon (East), Mumbai - 400 063.

Sub: Allotment of car parking number/s for the said Car Parking Space/s.

We refer to the Agreement for Sale of Premises dated 21 December 2018 (hereinafter referred to as "the said Agreement") executed by and between us, and subsequent exchange of communication, from time to time, in respect of the said Premises and on the terms and conditions more particularly mentioned therein.

With reference to the said Car Parking Space/s referred to in the said Agreement, please note that we hereby give you permission to park your own vehicle, and also for parking your guests/visitor's vehicle in the area earmarked in car parking number/s 521 on Podium 3 level.

This letter shall always be read in conjunction with the terms of the said Agreem

Please confirm the above by signing at the foot of this letter.

Yours Sincerely,

For Oberoi Realty Limited

Authorised Signatory\ies

I confirm and accept the

on 12/2/2020

Mr. Sunil H. Desai

बरल -205





Possession Letter

12 February 2020

To. Mr. Sunil H. Desai Nand Dham 301 A/A, L. T. Road, Borivali, Mumbai - 400092.

Dear Sir.

Sub: Premises No. 1606 admeasuring 127.01 square meters (carpet area) approximately equivalent to 1367 square feet (carpet area) (As per RERA) on the 16th Floor in Tower A ("the said Premises") along with permission to park in 1 (One) car parking spaces/s (Configuration - Single) in the building known as "Esquire" ("the said Building") situated at Goregaon (East), Mumbai - 400 063.

We refer to the Agreement for Sale of Premises dated 21 December 2018 executed by and between us (herein after referred to as "the said Agreement") and subsequent exchange of communication, from time to time, in respect of the said Premises and on the terms and conditions more particularly mentioned therein. In pursuance thereof and subsequent to our possession notice/communication on occupation certificate vide our emails dated 30th January 2018 and 1st March 2018, we hereby handover to you the possession of the said Premises, duly constructed and completed by us in all respects in accordance with all the terms of the said Agreement and the sanctioned plans.

Prior to taking possession, you agree and confirm that you have duly inspected the said Premises, the said Building and the amenities and facilities (in terms, of the said Agreement) and have accorded your complete satisfaction with respect to the same and you have no grievances or claims of any nature whatsoever.

Please confirm the above by signing at the foot of this letter.

Yours Sincerely,

For Oberoi Realty Limited

I confirm the above and take the possession of the said premises on

Mr. Sunil H. Desai

बरल -

nted, Commerz, 3rd Floor, International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon (E), Mumbai - 400 063, 1846, Commerz, 3rd Floor, International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon (E), Mumbai - 400 063, 1846, Commerz, 3rd Floor, International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon (E), Mumbai - 400 063, 1846, Commercial Research City, Off Western Express Highway, Goregaon (E), Mumbai - 400 063, 1846, Commercial Research City, Off Western Express Highway, Goregaon (E), Mumbai - 400 063, 1846, Commercial Research City, Off Western Express Highway, Goregaon (E), Mumbai - 400 063, 1846, Commercial Research City, Off Western Express Highway, Goregaon (E), Mumbai - 400 063, 1846, Commercial Research City, Off Western Express Highway, Goregaon (E), Mumbai - 400 063, 1846, Commercial Research City, Off Western Express Highway, Goregaon (E), Mumbai - 400 063, 1846, Commercial Research City, Off Western Express Highway, Goregaon (E), Mumbai - 400 063, 1846, Commercial Research City, Off Western Express Highway, Goregaon (E), Mumbai - 400 063, 1846, Commercial Research City, Off Western Express Highway, Goregaon (E), Mumbai - 400 063, 1846, Commercial Research City, Off Western Express Highway, Goregaon (E), Mumbai - 400 063, 1846, Commercial Research City, Off Western Express Highway, Goregaon (E), Mumbai - 400 063, 1846, Commercial Research City, Off Western Express Highway, Goregaon (E), Mumbai - 400 063, 1846, Commercial Research City, Off Western Express Highway, Goregaon (E), Mumbai - 400 063, 1846, Commercial Research City, Off Western Express Highway, Goregaon (E), Mumbai - 400 063, 1846, Commercial Research City, Off Western Express Highway, Goregaon (E), Mumbai - 400 063, 1846, Commercial Research City, Off Western Express Highway, Goregaon (E), Mumbai - 400 063, 1846, Commercial Research City, Off Western Express Highway, Goregaon (E), Mumbai - 400 063, 1846, Commercial Research City, Off Research City, Off Re Healty Limited, Commerz, 3rd Floor, International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon (E), Mum. 1912 2 6677 3333 Fax. +91 22 6677 3334 www.oberoirealty.com Email: corporate@oberoirealty.com CIN: L45200MH1998PLC114818

21 March 2022

To, Mr. Sunil H. Desai Nand Dham 301 A/A, L. T. Road, Borivali, Mumbai - 400092.



Dear Sir,

Ref. Flat No. 1606 on the 16th floor of Tower A together with permission to park in 1 (One) car parking space (Configuration – Single) (hereinafter referred to as "the Said Premises") in the building known as "Esquire" ("said Building") situated at Goregaon (East), Mumbai – 400 063.

Sub: No objection for the sale and transfer of the Said Premises

- We refer to your letter dated 17 March 2022 seeking our approval for the sale and transfer of the Said Premises by you to Mr. Praveen Saraff and Mrs. Nirmala Saraff (hereinafter referred to as the "Intending Purchaser/s") having his/her/their address at C-2202, Oberoi Exquisite, Oberoi Garden City, Goregaon (East), Mumbai-400063.
- We acknowledge receipt of the ROFR waiver premium /charges in accordance with the Premises Ownership Agreement/Agreement for Sale dated 21 December 2018 executed by and between us ("the said Agreement"). We also acknowledge receipt of the undertaking by the Intending Purchaser/s to abide by the terms and conditions of the said Agreement and specifically to pay to us the ROFR waiver premium /charges in accordance with the said Agreement for any subsequent sale or transfer of the Said Premises to any third party/ies. In view of the above, we have no objection to the sale and transfer of the Said Premises to the Intending Purchaser/s.

A copy of the duly registered agreement executed between yourself and the Intending Purchaser/s in respect of the Said Premises should be forwarded to us for our records, which shall be submitted to the organization to be formed of the flat purchaser/s of the shall be submitted to the organization to be formed of the flat purchaser.

For Oberoi Realty Limited

Authorized Signatory/ies

CC:

Mr. Praveen Saraff
Mrs. Nirmala Saraff
C-2202, Oberoi Exquisite,
Oberoi Garden City,
Goregaon (East),
Mumbai-400063

पु१३८ २२ <u>५६</u> २०२२

400 063.

Oberoi Realty Limited, Commerz, 3rd Floor, International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon (E), Oberoi Realty Limited, Commerz, 3rd Floor, International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon (E), Oberoi Realty Limited, Commerz, 3rd Floor, International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon (E), Oberoi Garden City, Off Western Express Highway, Goregaon (E), Oberoi Garden City, Off Western Express Highway, Goregaon (E), Oberoi Garden City, Off Western Express Highway, Goregaon (E), Oberoi Garden City, Off Western Express Highway, Goregaon (E), Oberoi Garden City, Off Western Express Highway, Goregaon (E), Oberoi Garden City, Off Western Express Highway, Goregaon (E), Oberoi Garden City, Off Western Express Highway, Goregaon (E), Oberoi Garden City, Off Western Express Highway, Goregaon (E), Oberoi Garden City, Off Western Express Highway, Goregaon (E), Oberoi Garden City, Off Western City, Oberoi Garden City, Oberoi G

517/5139 पावती Original/Duplicate Friday, March 25, 2022 नोंदणी क्रे. :39म 9:00 PM Regn.:39M पावती क्रं.: 5569 दिनांक: 25/03/2022 गावाचे नाव: पी.एस.पहाडीगोरंगांव इस्तऐवजाचा अनुक्रमांक: बरल9-5139-2022 दस्तऐवजाचा प्रकार : करारनामा सादर करणाऱ्याचे नाव: प्रवीण सराफ - -नोंदणी फी ₹. 30000.00 ъ. 1120.00 दस्त हाताळणी फी पृष्ठांची संख्या: 56 **5.** 31120.00 एकूण:

> BRL9 सह. दुय्यम निब्धक, बोरीवली क्र. ९, मुंबई उपनगर जिल्हा.

बाजार मुल्य: रु.35302401.09 /-

मोबदला रु.48400000/-

भरलेले मुद्रांक शुल्क : रु. 2420000/-

1) देवकाचा प्रकार: DHC रक्कम: रु.1120/-

डीडी/धनादेश/पे ऑंडर क्रमांक: 2503202219860 दिनांक: 25/03/2022

बँकेचे नाव व पत्ता:

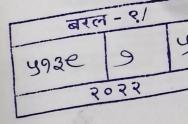
2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH015124031202122M दिनांक: 25/03/2022

बँकेचे नाव व पत्ता:

3/25/2022





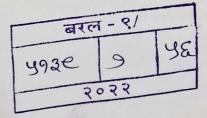
Valuation ID	202203258	0000		2	25 March 2022,05 02 34
मून्वाकराने वर्ष जिल्हा मून्व विभाग उप मून्व विभाग सर्वे नेवर /न भू अमोक	2021 मुंबई(उपनगर) 58-पहाडी-गोंगाव पूर्व (58/270 Aभुभाग : ख सि टी एस. नवा#590	ंबोरीवलीं) स्वोतीवलीं विभागातील सिटीएसनं प्रध	ग्रील मिळवली		
सह नवर राष्ट्र वार्षिक मृत्य दर तक्त्यानुसार मृत वृती जमीन 104400	च्यदर रु. निवासी सदनिका 206340	कार्यालय 234420	दुकाने 295400	औवार्गाक 206340	मीजमापनाचे एकक चौरम मीटर
वर्णाव क्षेत्राची पाहिली वाग्वाम क्षेत्र(Built Up)- वाग्वाम क्षेत्र(Built Up)- व्यव्यव्यक्ष्मपंचे वर्णांक्रण- व्यव्यव्यक्षमपंच - Sale Type - Resale estoResale of built up	152.41 शीरस मीटर 1-आर सी सी आहें Property constructed after	मिळकतीचे वय- मजला - First Sale Date - 21/		मिळकतीचा प्रकार- मृत्यदर/बांधकामाचा दर -	बागीन Rs 206340/
	No.	= 110% apply to rate			
मबला निहाय पट/वाड		= 110% apply to rate		- सुल्या अधिनीया दा)	
		= 110% apply to rate= =(((वार्षिक मृल्वदा -	= Rs 226974/-		
मबला निहाय पट/वाड		= 110% apply to rate= =(((वार्षिक मृल्वदा -	= Rs 226974/- खुल्या जीवनीया स) * थमा-यानुसार टक्केग्रामे) 104400) * (100 / 100))+10440		
मबला निहाय पट/वाड	१. मीटर मूल्यस = =	= 110% apply to rates =(((जर्विक मृण्यर) = (((226974-	= Rs 226974/- खुल्या जीवरीया स) * प्रमा-पानुसार टक्केग्रामे)* 104400) * (100 / 100))+10440		
मबता निहाय पर/वाढ प्रसा-यानुसार मिळकतीचा प्रति चौ	।. भीटर मूल्यदर = = = ! = =	= 110% apply to rate: =(((व्यक्तिक मृष्यदा - = (((226974- = Rs. 226974 * 152.41 = Rs. 34593107.34/- 3.75औरस मीटा: = 13.75 * (226974 * 2	= Rs 226974/- खुल्या जीवतीया स) * प्रमा-पानुसार उन्नेजाते }- 104400) * (100 / 100))+10440 - हतीचे क्षेत्र	90)	
प्रवता निहाय पट/वाड प्रसा-यानुसार मिळकतीचा प्रति चौ पुष्ट्य मिळकतीचे मूल्य प्रदियन बाहन तळाचे क्षेत्र	भीटर मूल्यदर = = = = = = = = = = = =	= 110% apply to rate: =(((व्यक्तिक मृष्यदा - = (((226974- = Rs. 226974 * 152.41 = Rs. 34593107.34/- 3.75औरस मीटा: = 13.75 * (226974 * 2	= Rs 226974/- खुल्या जीवरीया रा) * प्रमा-पानुसार टक्केगारी }* 104400) * (100 / 100) }+10440 - कतीचे क्षेत्र 25/100) _{(स4 + सराज्या मन्दीय पृथ्य + वर्गत मन्दीय पृथ्य +}	90)	र बाहन तजाचे मृत्य
प्रबत्ता निराय पट/वाड प्रसा-यानुसार मिळकतीचा प्रति चौ मुख्य मिळकतीचे मृत्य ब्रिट्सन वाहन तळाचे क्षेत्र रिट्सन वाहन तळाचे मृत्य	भीटर मूल्यदर = = = = = = = = = = = =	= 110% apply to rate: =(((व्यक्तिम मृष्यरा- = (((226974- = Rs. 226974 * 152.41 = Rs. 34593107.34/- 3.75और मीटर: =13.75 * (226974 * 2 * Rs. 70293 75/- अगार्य मृष्य + में ब्रिम्मित मारावा सेन में	= Rs 226974/	90)	र शास्त्र तळाचे मृत्य
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मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)

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CHALLAN MTR Form Number-6



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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Mumbai this 25 day of March,
2022

BETWEEN

Mr. Sunil H. Desai, aged 64 years an adult, Citizen of the United States of America and holding an Overseas Citizen of India registration, residing at 149, Creedon Circle, Alameda, California-94502, hereinafter referred to as THE VENDOR (which expression shall unless it be repugnant to the context or meaning, thereof mean and include his legal heirs, successors, executors, administrators and assigns) of the First Part;

AND

Mr. Praveen Saraff and Mrs. Nirmala Saraff, both adults Indian Inhabitants aged 49 & 46 years respectively, presently residing at Flat No. C-1501, Exquisite Cooperative Housing Society Ltd., Oberoi Garden City, Mohan Gokhale Road, Off Western Express Highway, Goregaon East, Mumbai - 400063 hereinafter called THE PURCHASERS (which expressions in the unless it be repugnant to the context or meaning thereof mean and include their legal heirs, successors, executors, administrators and assigns of the Other Part;

1) WHEREAS:

a) The Vendor is the owner of and is absolutely seized and well possessed of or otherwise well and sufficiently entitled to residential flat bearing Flat No. 1606 on the 16th Floor in Tower 'A' of the building "Esquire" situated at Oberoi Garden City, Mohan Gokhale

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Road, Off Western Express Highway, Goregaon (East), Mumbai – 400 063, along with with 1 (One Single) Car Parking being Parking Space No.-521 on P3 Level of Esquire Building, (hereinafter collectively referred to as 'the said Flat') and more particularly described in the Schedule hereunder written.

By Agreement for Sale of Premises dated 21st December, 2018 b) executed by and between M/s OBEROI REALTY LIMITED, a Company incorporated under the provisions of Companies Act, 1956, having its registered office at Oberoi Commerz, 3rd Floor, International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon (East), Mumbai-400 063, therein referred to as "the Promoter" of the One Part AND Mr. Sunil H. Desai, therein referred to as "the Allottee" of the Other Part, the Vendor herein had purchased and acquired the said that on owners had basis for the consideration and on the terms wand conditions mentioned therein. The aforesaid Agreement for Sale of Premise Dated 21st December, 2018 is duly registered with the of Assurances, Borivali-7 vide Registration No. BRL-7-6330-2018. The Promoter had sold the said flat to the Vendor herein under the provisions of Real Estate (Regulations & Development) Act, 2016 and the rules, regulations, orders, notifications and circulars applicable thereunder in the state of Maharashtra. The Real Estate Project Esquire on Plot bearing CTS/ Survey/ Final Plot A/1 Pt of Village Pahadi Goregaon Borivali Suburban, Pin 400063 was duly registered by the Promoter with Maharashtra Real Estate

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Regulatory Authority under Registration No. P51800005229 dated 11th August, 2017.

The Vendor has paid the entire sale consideration to M/s Oberoi c) Realty Limited ("the Promoter" for short hereinafter) under the above Agreement for Sale of Premises dated 21st December, 2018 and as a consequence thereof, the Promoter has handed over the vacant and peaceful possession of the said flat to the vendor herein. The vendor is in possession of the original registered agreement for sale, allotment letters for the flat and the parking space issued by the Promoter, all original receipts evidencing payment of the entire sale consideration by the Vendor to the Promoter and the area measurement certificate of the said flat issued by the Promoter. The Vendor is also in possession of all original receipts for the amounts paid by the Vendor to the Promoter under various other heads and accounts as more particularly described in the Ninth and the Tenth Schedule of the said Agreement for Sale of Premises dated 21st December, 2018. The Vendor herein is entitled to use the areas, facilities and amenities in the said Real Estate Project on nonexclusive basis along with other allottees / occupants of the said Real Estate Project as more particularly described in the lines and the Fourth Schedules of the agreement for sale of premises dated 21st December, 2018. The Vendor is entitled to the common areas. facilities and amenities in the Whole Project of Enon-exclusive bash along with other allottees / occupants of the said Whole Project as described in the Fifth Schedule of the agreement for Sale dated 21st December, 2018. The terms not defined in this Agreement but

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defined in the said Agreement for sale of Premises dated 21st December, 2018 would have the same meaning assigned to them in the latter agreement.

- Sunil H. Desai has become the sole owner of the said flat and is in occupation, use and enjoyment of Flat No- 1606 on the 16th Floor in Tower 'A' of "Esquire", Oberoi Garden City, Mohan Gokhale Road, Off Western Express Highway, Goregaon (East), Mumbai—400 063, along with 1 (One Single) Car Parking, Parking space No- 521 on P3 Level of Esquire. The Vendor and the Promoter are both bound by their respective covenants contained in the Agreement for Sale of Premises dated 21st December, 2018. The Vendor has undertaken to become a member of the Co-operative Housing Society to be formed by all the allottees of the Real Estate Project.
- December, 2018 is in full force, is subsisting and has not violated any of the terminated. The Vendor has not violated any of the terms and conditions of the said agreement. The Vendor has the vendor has the terminated and subsisting.
- The Vendor has not entered into any agreement for sale, exchange, assignment or any other manner whatsoever and has not dealt with and has not created third party rights or disposed of the said Flat in 2022 any manner whatsoever.
- g) The Parties hereto had entered into and executed a Memorandum of Understanding in Mumbai on 3rd January, 2022 which was signed by the Vendor Shri Sunil H. Desai in California, USA on 10th December,

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the Purchasers had agreed to buy from the Vendor the said flat and all rights, title, interest and benefit incidental to the ownership of the said flat along with lifetime club membership, share money, deposit money and the non-exclusive right to use the areas, facilities and amenities along with other allottees in the said Real Estate Project and the Whole Project, as applicable for and at a total consideration of Rs. 4,84,00,000/- (Rupees Four Crores Eighty-Four Lakh Only) subject to and upon the terms and conditions contained in the said Memorandum of Understanding.

h) The parties hereto are now desirous of reducing the terms and conditions of this Agreement for Sale in writing in supersession of the Memorandum of Understanding executed by and between the parties.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS
HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO

AS FOLLOWS:

form integral, inseparable and operative parts of this Agreement.

This agreement supersedes and rescinds the Memorandum of

Understanding dated 3rd January, 2022 executed by and between the

parties. This agreement alone constitutes the only and subsisting agreement between the parties.

2) The Vendor hereby agrees to sell, absolutely transfer, assign and convey to the Purchasers and the Purchasers hereby agree to purchase and acquire from the Vendor Flat No.1606 on the 16th Floor

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in Tower 'A' of "Esquire", Oberoi Garden City, Mohan Gokhale Road, Off Western Express Highway, Goregaon (East), Mumbai – 400063, along with 1 (One Single) Car Parking, Parking space No. 521 on P3 Level of Esquire and all the rights, title, interest and benefits incidental to the ownership of the said flat and the non-exclusive right to use the areas, facilities and amenities along with other allottees in the said Real Estate Project and the Whole Project, together with all of the deposits and all amounts lying to the credit of the Vendor in the books and records of the said Promoter for and in total consideration payable by the Purchasers to the Vendor amounting to Rs 4,84,00,000/- (Rupees Four Crores Eighty-Four Lakh Only) on the terms and conditions set out hereinafter.

The Promoter of the Real Estate Project M/s Oberoi Realty Ltd. have reserved unto itself the Right of First Refusal. In the event the Allottee intends to sell, transfer, lease, license, assign or deal with the dispose of the said flat and/ or the allottee's benefits in technology. Clause 4.4.16 of the Agreement for Sale of Premises dated 21st December, 2018, the allottee has to follow the procedure defined in the said Agreement for Sale of Premises dated 21st December, 2018.

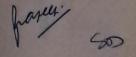
The Promoter may in its sole discretion agree to dispense with its Right of First Refusal upon payment of the specified amount to the Promoter. The amount payable to the Promoter directly by the the Vendor herein has been paid to the Promoter is in addition to the Purchasers. The amount so paid to the Vendor and the Purchasers shall total consideration to be paid to the Vendor and the Purchasers shall





not deduct the amount so paid from the total consideration agreed to be paid to the Vendor.

- credited to the Vendor herein under Section 195 of the Income Tax Act, 1961. From and out of the total consideration of Rs 4,84,00,000/- payable to the Vendor, the Purchasers have already deducted and paid TDS amounting to Rs 3,12,000/- calculated @ 26% on the gross amount of Rs 12,00,000/- (Rupees Twelve Lakh Only) on 6th January, 2022. The Purchasers have also paid to the Vendor a sum of Rs 8,88,000/- (Rupees Eight Lakh Eighty-eight Thousand Only) by a payee's account cheque payable to Mr. Sunil H. Desai bearing No. 000098 drawn on HDFC Bank, B. D. Road Branch on 14th December, 2021.
- Ward 2(1)(1), Mumbai for authorizing the Purchasers to deduct TDS at lower rate. The said authority vide his certificate Nos. 1AA0222LJW (issued to Mr. Praveen Saraff) and (AA0222LJV) (issued to Mrs. Nirmala Saraff) both dated 24th February, 2023 authorized the Purchasers to deduct TDS under Section Income Tax Act, 1961 @3.1% on total aggregate amount of Rs. 4,72,00,000/- to be paid by the Purchasers to the Vendor (Rs. 2,36,00,000/- each). In addition, surcharge @ 25% of the TDS amount and Cess @4% on the aggregate of TDS and surcharge is also payable by the Purchasers. Both the Certificates have been received by the Purchasers through email addresses directly from the said Income Tax Officer. The Purchasers shall pay the amount of the





TDS, surcharge and the cess within the prescribed time after execution of these presents before possession and shall deliver the copies of the challans evidencing payment of the TDS together with surcharge and cess thereon to the Constituted Attorney of the Vendor. The Vendor indemnifies and keep harmless the Purchasers against any claim in respect of any alleged short payment of TDS by the tax authorities on account of the Purchasers complying with the certificates mentioned supra. The aforesaid 2 certificates issued by the Income Tax Officer, International Tax Ward 2(1)(1) are annexed hereto and marked as Annexure-1 and Annexure-2 respectively.

6) The total consideration amount of Rs 4,84,00,000/- would be paid by the Purchasers as follows: -

Rs 12,00,000/-

has been paid by the Purchasers to the vendor inclusive of the amount of TDS of Rs 3,12,000/-deducted therefrom and paid to the credit of the Vendor prior to execution of this agreement of the copy of the challan evidencing the payment of the TDS amount has been given to the Vendor's Constituted Attorney.

Rs.17,37,840/-

paid at the time of execution of this agreement vide cheque Nos. 4930 Pand 48

Rs.19,02,160/

To be paid towards T.D.S. under Section 194-IA of the Income Tax Act, 1961 on Rs. 4,72,00,000/
@ 4.03%, including surcharge and education CESS. A copy of the challan evidencing payment

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of the TDS would be delivered to the Constituted Attorney of the Vendor within 45 days from the date of execution hereof.

Rs 4,35,60,000/- To be paid within _____ days from the date of execution of this agreement.

Rs 4,84,00,000/- Total

The breakup between the Self-Funding & Home Loan component may undergo a change, and any increase/decrease in one component will have a corresponding decrease/increase in the other component, such that the Sale Consideration of Rs. 4,84,00,000/- (Rupees Four Crores Eighty Four Lakhs Only) is maintained.

7) The Vendor shall hand over the exclusive and peaceful vacant possession of the of the said flat to the Purchasers on receipt of the full consideration of Rs. 4,84,00,000/- (Rupees Four Crores Eighty Four Lakhs only) and shall sign and deliver the Delta, Conveyance/ Sale Deed of the flat in favour of the Purchasers together with vacant possession and shall admit its execution through his Constituted Attorney Shri Bharatkumar Vyas at the times of registration of the Deed of Conveyance/ Sale Deed before the jurisdictional registrar of Assurances at Mumbai. The Vendor shall grant, assign, transfer, convey and assure all his rights, title, interest and benefits in the said flat to the Purchasers absolutely including all his rights against the Promoter whether duly performed wholly or partly or unperformed by the latter under the Agreement for Sale of Premises dated 21st December, 2018 through the Deed of Conveyance/ Sale Deed.





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- The Purchasers will pay the sum of Rs. 4,35,60,000/- (Rupees Four Crore Thirty Five Lakhs Sixty Thousand Only), which will be paid on or before _____ subject to Vendor delivering all original chain documents including original payment receipts, original possession letter, original registered agreement for sale dated 21.12.2018 to the Purchasers/ Purchaser's Bank directly against the confirmation of above payment to the Vendor at the time of handing over the physical possession together with signed Deed of Conveyance/ Sale Deed as mentioned in Para 7 supra.
- flat is in the name of the Vendor herein and he is the absolute owner of the said flat by virtue of the said Agreement for Sale of Premises dated 21st December, 2018 and the Vendor holds full right and absolute authority to sell, transfer and convey the said flat to any person of their own choice.
- agrees and declares that the Purchasers shall at all times enjoy the possession and occupation of the said Flat No.1606 in Tower A. of "Esquire" as absolute and rightful owners/ occupiers thereof without any interruption, interference, hindrance, disturbances whatsoever by the Vendor or any person/s lawfully and/or expitably claiming Y& through them individually or under trust for the Vendor. ? o??
 - The Vendor declare that after receiving the full and final payment, they will have no right, title or interest in the above referred ownership flat and the same shall stand fully vested in and the Vendor shall get the above said flat transferred in the Purchasers'

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- compliance with the mandatory procedure laid down in Sections 32, 33 and 35 of the Indian Registration Act, 1908 for the registration thereof.
- 18) The agreement is executed in Mumbai, India and the laws in India are applicable to this agreement for Sale. The Courts in Mumbai, India alone shall have jurisdiction to try any dispute arising between the parties herein.

THE SCHEDULE OF THE SAID FLAT REFERRED TO ABOVE:

A residential flat with the area admeasuring about 127.01 sq. mtrs.

(Approximately 1367 sq. ft.) (RERA Carpet area) in the The Real Estate

Project Esquire on Plot bearing CTS/ Survey/ Final Plot No. 590/A/A/1 Pt

of Village Pahadi Goregaon Borivali Suburban, Pin 400063 duly registered

with Maharashtra Real Estate Regulatory Authority under Registration of the 16th

P51800005229 dated 11th August, 2017 and being Flat No
Floor in Tower 'A' of "Esquire", Off. W.E. Highway, Goregaon (East),

Mumbai – 400 063, along with 1 (One Single) Car Parking, Parking pages

No 521 At P3 Level of Esquire (admeasuring 13.75 sq. mtrs),

Som

SIGNED BY THE Within named

"THE VENDOR" Mr. SUNIL H.

DESAI this \(\frac{\(\mu \nu_i \)}{\(\mu \nu_i \)} \)
at Alameda, CA, USA

A natary public or ather officer completing this certificate verifies any tine identity of the individual who seems tine document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Side of Colifornia, County of Alamada.

Subscribed and swem to lot offirmed before me on this

14 day of MAQ 2022 by SUMIL H. DESAI
proved to me on the base of sofiloctory evidence
to be the person(s) who appeared before me.

Subscribed (Sofilory)



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IN WITNESS WHEREOF the parties hereto have set their respective hands hereunto this 25 day of March, 2022.

RECEIPT

RECEIVED from the within named PURCHASER'S, (1) Mr. Praveen Received Mrs. Nirmala Saraff a sum of Rs. 12,00,000/- (Rupees Twelve Lakhs Only) as part payment out of total consideration of Rs.4,84,00,000/- (Rupees Four Crore Eighty Four Lakhs only) towards the total consideration for sale of our Flat No - 1606 on the 16th Floor in Tower 'A' of "Esquire", Off Western Express Highway, Goregaon (East), Mumbai-



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400063, along with 1 (One Single) Car Parking, Parking spaces No - 521 at P3 Level of Esquire, as per the terms and condition of this Agreement for Sale in the manner described below:-

i) Rs. 8,88,000/- (Rupees Eight Lakhs Eighty Eight Thousand Only) on 14/12/2021 vide Payee's Account Only Cheque No. 000098 payable to Shri Sunil H. Desai Drawn on HDFC Bank, ________, Mumbai Branch.
ii) Rs. 3,12,000/- (Rupees Three Lakhs Twelve Thousand Only) Being

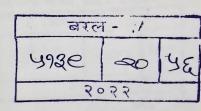
T.D.S. paid by the Purchasers on 06/01/2022.

I SAY RECEIVED. Rs. 12,00,000/-

Shri Bharatkumar Vyas Being the Constituted Attorney of The Vendor herein for and on behalf of the Vendor Shri Sunil H. Desai

Please attach both IT TDS certificates authorizing TDS deduction at

rate as Annexure-1 & Annexure-2.





ANNEXURE - 5



MUNICIPAL CORPORATION OF GREATER MUMBAI APPENDIX XXII

FULL OCCUPANCY Under Regulation 6(7)* and BUILDING COMPLETION CERTIFICATE Under Regulation 6(6)* [CHC/9106/BF(W5)/AP of 17 April 2018]

OBEROT REALTY LTD
COMMERZ, 3RD FLOOR, INTERNATIONAL BUSINESS PARK, OBEROT GARDEN CITY, OFF W.E. HIGHWAY, GOREGAON EAST, MUMBAL.

Dear App cant Owners,

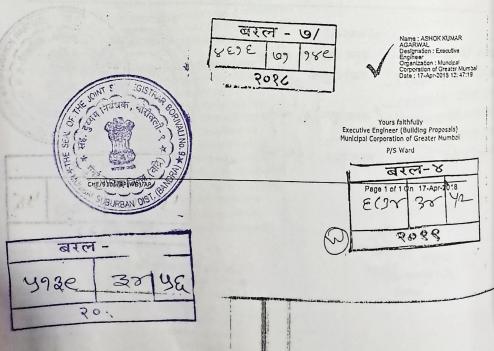
The full development work of Residential building comprising of Bidg. no. 2 consisting of Tower 'A' comprising of 3 level basements + Ground floor + 1st to 4th podium floors (P-1 to P-4) + (pt.) 5th podium and (pt.) 1st floor + 2nd floor to S2nd upper floors, Tower 'B' comprising of 3 level basements + Ground floor + 1st to 5th podium floors (P-1 to P-5) + 1st floor to S1st upper floors, Tower 'C' comprising of 3 level basements + Ground floor + 1st to 5th podium floors (P-1 to P-5) + 1st floor to 51st upper floors on plot bearing C.S.No./CTS No. CTS Nos. 95/4/B/1(pt.), 95/4/B/2(pt.), 95/4/B/3 & 95/4/B/4 of village Dindoshi and CTS No. 59D/A/A/1 of village Pahadi Goregaon (East) of village DINDOSHI-P/S at Goregaon (East) is completed under the supervision of Shri. SHASHANK RAJARAM KOKIL , Architect , Uc. No. CA/65/9400 , Shri. NAYAN B. TRIVEDI , RCC Consultant, Uc. No. STR/T/49 and Shri. Vijay M. Godbole , Site supervisor, per concupled and subsection of the control of th Uc.No. G/231/SS-I and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. FB/HRC/RIV/24 dated 04 December 2017 . The same may be occupied

submitted by you is hereby accepted.

Copy To:

- 1. Asstt. Commissioner, P/S Ward
- 2. A.A. & C. , P/S Ward
- 3. EE (V), Western Suburb II
- 4. M.I. , P/S Ward
- 5. A.E.W.W. , P/S Ward
- 6. Architect, SHASHANK RAJARAM KOKIL, Inter-
- Highway, Goregaon (East)
- For information please





बृहन्मुंबई महानगरपालिका करनिर्धारण व संकलन खाते

मालमत्ता करदेयक

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मनिनारण लाभ कर			2377			237			
गत्रपा शिक्षण उपकर			2080			208			
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सदरवे मालमत्ता कर देयक हे मुंबई महान कलम १५४(१ ड ड) चा अंतर्भाव होण्या	तारपालिका अधि	नियम , १८८८ मध्य	स्वच्छ (भारत)) @	ити				
			एक कदम स्वरप्रता की और	,	(विश्वास पां. गोटे) करनिर्धारक व रांक				

ESWUR

CO-OPERATIVE HOUSING SOCIETY LIMITED

Registration No.:MUM/WP/HSG/TC/16050/2021-22/2021 dated 11/8/202 (Registered under the Maharashtra Co-operative Societies Act, 1960)

Dindoshi Village, CTS No. 590/A/A/1 of Village Pahadi Goregaon, Goregaon (E), Mumbai - 400063. Building No.02, Tower A-B-C, Sub Plot B, CTS No. 95/4-/B/3 & 95/4-/B/4, of



Authorised SHARE CAPITAL Rs. 10,00,000 / - divided into 20,000 shares of Rs. 50 / - each

This is to certify that Mr. Sunil H. Desai

Bye-laws of the said Society Flat No. A-1606 are/is the Registered Holder of 10 Fully paid up shares of Rs. FIFTY each numbered from 871 to 880 both inclusive, in ESQUIRE Co-OPERATIVE HOUSING SOCIETY LTD. Subject to the

Given under the Common Seal of the said Society at Mumbai this 19th day of September 2023

Chairman



Authorised M.C. Member

ESQUIRE COOPERATIVE HOUSING SOCIETY LIMITED

						Date of Transfer		
					029	Transfer No.	MEMOR	
					029 M863	Regn No.	ANDUM	1
					Mr. Praveen Savaff Mrs. Nirmala Savaff	Name of Transferee	MEMORANDUM OF TRANSFERS OF THE WITHIN MENTIONED SHARES	
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