

AGREEMENT FOR SALE

This AGREEMENT FOR SALE made at Mumbai on this ____ day of August 2023, by and BETWEEN:

Mrs. MAUSAMI DEEPAK KOTECHA, having PAN No. AHEPK3841J & Aadhaar Card No. _____, aged 49 years, Indian Inhabitant, having address at **Flat No. 701 on Seventh Floor in A-Wing of JEEVAN SAUKHYA** Co-operative Housing Society Ltd., **M.G. Cross Road No. 2/3, Opp. Swimming Pool, Kandivali (West), Mumbai 400 067**, hereinafter referred to as the **TRANSFEROR** (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include her heirs, administrators and executors) of the **ONE PART**;

A N D

Mr. YOGESH VISHWANATH SHELAR, having PAN No. BDTPS7970J & Aadhaar Card No. 5617 1751 9090, aged 39 years, Indian Inhabitant, residing at Room No. 28, Plot No. 54, Shivshakti Co-operative Housing Society Ltd., RSC-18, Near Swami Vivekanand School,

Gorai-1, Borivali (West), Mumbai 400 091, hereinafter called and referred to as the **TRANSFEEEE** (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his heirs, administrators and executors) of the **OTHER PART**.

WHEREAS:-

1. The Transferor is the lawful owner, absolutely seized, possessed & otherwise well and sufficiently entitled to **RESIDENTIAL PREMISES**, bearing **Flat No. 701 on Seventh Floor in A-Wing**, area admeasuring **840 Sq.feet (Built-up)** of **JEEVAN SAUKHYA** Co-operative Housing Society Ltd., situated at **M.G. Cross Road No. 2/3, Opp. Swimming Pool, Kandivali (West), Mumbai 400067**, constructed on the plot of land, bearing **C.T.S. No. 1155(Part)** of **Village Kandivali, Taluka Borivali**, in the Registration District of Mumbai City and Mumbai Suburbs District, (hereinafter referred to as the **SAID FLAT PREMISES**) and more particularly described in the Schedule herein.

2. The Transferor is the shareholder and member of **JEEVAN SAUKHYA** Co-operative Housing Society Ltd., which is registered with the Registrar of Co-operative Societies, Mumbai, vide Registration No. BOM/HSG/2058 of 1969 and has its Registered Office, situated at **M.G. Cross Road No. 2/3, Opp. Swimming Pool, Kandivali (West), Mumbai 400 067**, (hereinafter referred to as "THE SAID SOCIETY").
3. The Transferor as such member is entitled to **Five (05)** fully paid-up Shares of **Rs. 50/- (Rupees Fifty Only)** each bearing **Distinctive Nos.** from **691 to 695** (both inclusive) and **Share Certificate No. 19, Member's Regn. No. 10**, Dated **26th day of May 2003**, (hereinafter referred to as "THE SAID SHARES").
4. Vide an Articles of Agreement Dated 9th day of May 2002 made & entered into between **M/s. SHREEJI DEVELOPERS**, therein called the Developers of the One Part and **Shri JANAK RASIKLAL SHAH & Smt. VANDANA JANAK SHAH**, therein called the Purchasers of the Other Part and the said

M/s. SHREEJI DEVELOPERS, agreed to sell the said Flat to the said **Shri JANAK RASIKLAL SHAH & Smt. VANDANA JANAK SHAH** and the said Agreement was duly stamped and registered, under Document No. BDR-5/03580/2002, Dated 09.05.2002.

5. Vide an Agreement for Sale Dated 19th day of June 2013 made & entered into between **Shri JANAK RASIKLAL SHAH & Smt. VANDANA JANAK SHAH**, therein called the Transferors of the One Part and **Mr. DEEPAK DAYALJI KOTECHA & Mrs. MAUSAMI DEEPAK KOTECHA**, therein called the Transferees of the Other Part and the said **Shri JANAK RASIKLAL SHAH** and **Smt. VANDANA JANAK SHAH**, agreed to sell the said Flat to the said **Mr. DEEPAK DAYALJI KOTECHA & Mrs. MAUSAMI DEEPAK KOTECHA** and the said Agreement for Sale was duly stamped and registered, under Document No. BRL-7/5458 /2013, Dated 19.06.2013.
6. And since the said **Mr. DEEPAK DAYALJI KOTECHA & Mrs. MAUSAMI DEEPAK KOTECHA**

are each having 50% share, right, title and interest in respect of the abovesaid Flat Premises and the said co-owner **Mr. DEEPAK DAYALJI KOTECHA**, died intestate at Mumbai on 26.09.2019 and leaving behind his surviving legal heirs i.e. his Widow **Mrs. MAUSAMI DEEPAK KOTECHA**, also the co-owner of the abovesaid Flat and one daughter **Miss. DHWANI DEEPAK KOTECHA** and one son **Mr. JASH DEEPAK KOTECHA** are the only surviving legal heirs and legal representatives of the said deceased in respect of the abovesaid Flat Premises.

7. The said **Miss. DHWANI DEEPAK KOTECHA** and **Mr. JASH DEEPAK KOTECHA**, vide an Release Deed Dated 20th day of July 2023 had duly released, relinquished all their 33.33% shares, right, title and interest of the said deceased member's 50% shares in favour of their mother **Mrs. MAUSAMI DEEPAK KOTECHA** (the Transferor herein) and the said Release Deed was duly stamped and registered, under Document No. BRL-5-13004-2023, Dated 01.08.2023 and since

then the Transferor herein is the absolute owner of the abovesaid Flat Premises.

8. The Transferor herein are thus the owner of the said Flat and is in absolute possession and is absolutely entitled to the beneficial right, title and interest in the said Flat, the Shares, Sinking Fund and Credit balances, if any, in the books of accounts of the Society (hereinafter referred to collectively as "**the said PREMISES**").
9. The Transferor has agreed to sell, transfer and assign to the Transferee all her rights, title and interest in respect of the above said Flat Premises free from all encumbrances & liabilities for a total consideration amount of **Rs. 2,30,00,000/- (Rupees Two Crores Thirty Lakhs Only)** and the Transferee has agreed to purchase and acquire all the rights, title and interest of the Transferor in the said Flat on the terms and conditions hereinafter contained.
10. The parties hereto desire to record the terms and conditions of this Agreement for Sale into writing.

**NOW THIS AGREEMENT WITNESSETH AND IT IS
HEREBY AGREED BY AND BETWEEN THE PARTIES
HERETO AS FOLLOWS:**

1. The Transferor hereby agrees to sell to the Transferee and the Transferee hereby agrees to purchase from the Transferor the said **RESIDENTIAL PREMISES**, bearing **Flat No. 701** on **Seventh Floor** in **A-Wing**, area admeasuring **840 Sq.feet (Built-up)** of **JEEVAN SAUKHYA** Co-operative Housing Society Ltd., situated at **M.G. Cross Road No. 2/3, Opp. Swimming Pool, Kandivali (West), Mumbai 400067**, constructed on the plot of land, bearing **C.T.S. No. 1155(Part)** of **Village Kandivali, Taluka Borivali**, in the Registration District of Mumbai City and Mumbai Suburbs District, (hereinafter referred to as the **"SAID FLAT PREMISES"**) and more particularly described in the Schedule hereunder written and the said Shares together with all rights, benefits and privileges attached thereto and in the said Society, free from all encumbrances, for a total CONSIDERATION AMOUNT of **Rs. 2,30,00,000/- (Rupees Two Crores Thirty Lakhs Only)**.

2. The said **TOTAL CONSIDERATION AMOUNT** of **Rs.2,30,00,000/- (Rupees Two Crores Thirty Lakhs Only)** shall be paid by the Transferee to the Transferor as follows:

2.1 **Rs. 10,00,000/- (Rupees Ten Lakhs Only)** as and by way of part consideration, out of total consideration of **Rs. 2,30,00,000/- (Rupees Two Crores Thirty Lakhs Only)** shall pay by the Transferee to the Transferor on execution of this Agreement for Sale & against registration of this Agreement and the Transferor shall also hand over all the original documents related to the Said Flat to the Transferee (the payment and receipt whereof the Transferor doth hereby admits and acknowledges).

2.2 **Rs. 2,20,00,000/- (Rupees Two Crores Twenty Lakhs Only)** being the balance full and final consideration amount, shall be paid by the Transferee to the Transferor after obtaining housing loan from the Bank / Financial Institutions & self funding, within

a period of ____ days from the date of Registration of this Agreement for Sale and against the Transferor handing over the peaceful and vacant possession of the said Flat to the Transferee and executing the required documents for the effectual transfer of the Said Flat Premises and the said Shares to the Transferee.

2.3 The Transferee shall deduct a sum of **Rs.2,30,000/- (Rupees Two Lakhs Thirty Thousand Only)** i.e. **1% T.D.S.** on purchase of immovable property above **Rs.50 Lakhs or** more as provided under Section 194(1A) of the Income Tax Act and the Transferee undertake to deposit the same with the Income Tax Department and shall procure a Certificate in the prescribed Form No. 16B and furnish the same to the Transferor.

2.4 In performance of this Agreement the Transferor will put the Transferee in vacant and peaceful physical possession and OWNERSHIP BASIS of the above said Flat

premises on receipt of the full and final consideration amount of **Rs. 2,30,00,000/- (Rupees Two Crores Thirty Lakhs Only)** and executing the required documents and writings for the effectual transfer of the said Flat and shares to the Transferee and/or his nominees.

3. The Transferor shall obtain "**No Dues Certificate**" and "**No Objection Certificate**" from the said Society in respect of the present deals and transfer of the said Flat Premises and said Shares in the name of Transferee.
4. On receipt of the said total consideration as aforesaid, the Transferor shall be deemed to have granted, assigned, transferred and assured all her rights, title and interest in the said Flat and Shares and in the said Society to the Transferee.
5. The Transferee shall, on payment of the said total consideration as aforesaid, be entitled to have and hold the said Flat Premises, unto and to the use and benefit of the Transferee, his heirs, executors,

administrators, successors and assigns forever and without any claim, charge, interest, demand or lien of the Transferor or any person or person claiming through her.

6. The Transferee shall, on payment of the said total consideration amount as aforesaid, be entitled to apply for the membership of the said Society and for the transfer of the said Flat & the said Shares to his own name. The Transferor hereby agrees to sign and execute all such forms, documents or writings as may be required for the said purpose.

7. Against receipt of the said total consideration amount as aforesaid, the Transferor shall simultaneously:-

7.1. Handover to the Transferee the quiet peaceful and vacant possession of the said Flat Premises;

7.2. Hand over to the Transferee the Original documents of title on execution of this Agreement in the said Flat Premises;

- 7.3. Execute and handover the transfer forms and other documents and writings as required under the Maharashtra Co-operative Societies Act, 1960, the Maharashtra Co-operative Societies Rules 1961 and the bye-laws of the said Society for the effectual transfer of the above said Flat Premises with all deposits and meters in respect of the said Flat Premises to the name of the Transferee;
- 7.4. Execute and handover to the Transferee a letter addressed to the said Society requesting them to transfer the said Flat together with all the deposits to the name of the Transferee;
- 7.5. Execute and hand over to the Transferee a letter addressed to the Electric Company (Adani Electricity) and Mahanagar Gas Ltd., requesting them to transfer the meters, records and deposits in respect of the above said Flat Premises to the name of the Transferee;

8. The Transferor further hereby agrees and undertakes that from time to time and at all times thereafter and at the request and cost of the Transferee or his heirs executors, administrators successors, assigns or counsel in law, the Transferor shall do and execute and/or procure or cause to be done, executed or procured all documents and such deed and writings whatsoever for the assurance in law and better and more perfectly transferring the rights, title, interest and benefit of the Transferor in respect of the above said Flat Premises and every part thereof to the use and benefit of the Transferee as aforesaid.

9. All municipal taxes, maintenance charges, electricity charges and other Society outgoings in respect of or pertaining to the said Flat relating to the period upto the date of the completion of the sale, shall be paid by the Transferor. The Transferee shall be liable to pay the outgoings, dues and taxes in respect of the above said Flat Premises from the date of the completion of the sale.

10. The Transferor hereby represents and covenant with the Transferee as follows:

10.1 That the Transferor is the sole & absolute owner of the said Flat and that besides her, no other person or persons have any right, title, interest, claim or demand of any nature whatsoever into or upon the above said Flat by way of sale, exchange, mortgage, possession, inheritance, charge, lien, gift, trust, lease, tenancy, licence, access, easement or otherwise howsoever;

10.2 That the Transferor has not contracted to sell or mortgage the abovesaid Flat Premises or any part thereof to any person or persons and that there is no loan outstanding against the said Flat of whatsoever nature;

10.3 That the Transferor has not created any lien, charge or any encumbrances whatsoever on the said Flat Premises or any part thereof and that the said Flat are not the subject matter of any lispendens or litigation nor is

the same or any part thereof attached before judgment or in execution of any decree;

10.4 That the said Flat Premises is not attached at the instance of any Taxation Authorities or any other Authorities and that there are no notices, orders, judgments or decrees passed or issued by any Court, Tax or revenue or statutory or administrative authorities restraining or disentitling the Transferor from selling the above said Flat and that the Transferor is fully competent & entitled to sell the said Flat to the Transferee;

10.5 That the Transferor has complied with all rules, regulations and Bye-laws of the said Society and has not committed any breach thereof;

10.6 That the Transferor's title to the said Flat Premises is clear marketable and free from all encumbrances and that notwithstanding any act, deed, matter or thing whatsoever by the Transferor or any person or persons

lawfully or equitably claiming by, from, through, under or in trust for the Transferor made, done, committed, omitted or knowingly suffered to the contrary, the Transferor has in herself good right, full power and absolute authority to sell the above said Flat in favour of the Transferee;

11. Relying upon the declarations and representations of the Transferor and believing the same to be true and correct, the Transferee has agreed to purchase the above said Flat Premises. The Transferor hereby agrees and undertakes to indemnify and keep indemnified the Transferee & his heirs, executors, administrators, successors and assigns in the event he suffer any loss or damage due to any demands or claims by way of tenancy, sub-tenancy, licence, lease, mortgage, inheritance, sale, exchange, possession, lien, gift, trust being brought forward at any time in future by any third party or due to the representations of the Transferor being wrong, to the extent of the loss or damage suffered by the Transferee or any person or persons claiming through him.

12. The Transferee hereby agrees to abide by the by-laws, rules and regulations of the said Society from time to time in force.
13. Upon execution hereof the Transferor have handed over to the Transferee all the original documents / records of title in respect of the above said Flat Premises.
14. The Transferor will sign and execute such other letters, documents, papers as may be required by the Transferee from time to time to complete and perfect the title or interest in the said Shares and/or the said Flat.
15. The Transfer Charges payable to the said Society for the transfer of the above said Flat Premises to the name of the Transferee shall be borne and paid by both the parties in equal shares i.e. 50% each.
16. The Stamp Duty and Registration charges, if any, on this Agreement shall be borne and paid by the Transferee alone.

17. This Agreement for Sale has been executed in Mumbai, the property is situated at Mumbai and the payments are made in Mumbai, hence it is subject to jurisdiction of Mumbai Courts of Law.

THE SCHEDULE OF THE PROPERTY

ABOVE REFERRED TO:

ALL THAT PIECE AND PARCEL OF **RESIDENTIAL PREMISES**, bearing **Flat No. 701** on **Seventh Floor** in **A-Wing**, area admeasuring **840 Sq. feet (Built-up)** of **JEEVAN SAUKHYA** Co-operative Housing Society Ltd., situated at **M.G. Cross Road No. 2/3, Opp. Swimming Pool, Kandivali (West), Mumbai 400067**, constructed on the plot of land, bearing **C.T.S. No. 1155(Part)** of **Village Kandivali, Taluka Borivali**, in the Registration District of Mumbai City and Mumbai Suburbs District.

The said **JEEVAN SAUKHYA** Co-operative Housing Society Ltd. was constructed in the year 2001, comprising of Ground + 7th Upper Floor, with lift.

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

SIGNED AND DELIVERED)
by the withinnamed TRANSFEROR)
Mrs. MAUSAMI DEEPAK KOTECHA)
in the presence of.....)

1)

2)

SIGNED AND DELIVERED)
by the withinnamed TRANSFEREE)
Mr. YOGESH VISHWANATH SHELAR)
in the presence of.....)

1)

2)

R E C E I P T

RECEIVED from **Mr. YOGESH VISHWANATH SHELAR**, the Transferee above named, a sum of **Rs.10,00,000/- (Rupees Ten Lakhs Only)** as and by way of part consideration, out of total consideration amount of **Rs.2,30,00,000/- (Rupees Two Crores Thirty Lakhs Only)**, towards the sale of **Flat No. 701** on **Seventh Floor** in **A-Wing** of **JEEVAN SAUKHYA** Co-operative Housing Society Ltd., situated at **M.G. Cross Road No. 2/3, Opp. Swimming Pool, Kandivali (West), Mumbai 400067**, by the following manners :

Sr. No.	Cheque No.	Dated	Drawn on	Amount

I SAY RECEIVED Rs. 10,00,000/-

(Mrs. MAUSAMI DEEPAK KOTECHA)
Transferor

WITNESSES :

1)

2)