

## **AGREEMENT FOR SALE**

This **AGREEMENT FOR SALE** made at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_ 2023, between **MR. RIZWAN NURUDDIN ADATIA & MRS. SALMA RIZWAN ADATIA**, both adults, aged about 53 years & 52 years respectively, Non Residents presently resident of \_\_\_\_\_ and having address in Mumbai at Flat No. 3806, Tower B, Oberoi Exquisite, Exquisite CHS Ltd., Oberoi Garden City, Mohan Gokhale Road, Off. Western Express Highway, Goregaon East, Mumbai – 400063, hereinafter collectively called "**THE TRANSFERORS**" (which expression shall, unless it be repugnant to the context or contrary to the meaning thereof, mean and include their respective heirs, executors, administrators and assigns) of the One Part and

**MRS. NEHA AGARWAL & MR. MAHESH KUMAR AGARWAL**, both adults, aged about 44 years & 43 years respectively, Indian Inhabitants, at present having address at C-1402, Oberoi Exquisite, Exquisite CHS Ltd., Oberoi Garden City, Mohan Gokhale Road, Off. Western Express Highway, Goregaon East, Mumbai – 400063, hereinafter collectively called "**THE TRANSFEREES**" (which expression shall unless it be repugnant to the context or contrary to the meaning thereof, mean and include their respective heirs, nominees, executors, administrators and assigns) of the Other Part.

**WHEREAS :**

- ❖ The Transferors are members & registered shareholders of Exquisite Co-operative Housing Society Limited, a Society duly registered under The Maharashtra Co-operative Societies Act, 1960, vide Registration No. MUM/WP/HSG/TC/15802/2018(hereinafter referred to as "**the said Society**") having address at Building No. 1, Oberoi Garden City, Off. Western Express Highway, Goregaon (East), Mumbai - 400063 holding 10 fully paid up shares of Rs. 50/- each bearing distinctive nos. 4651 to 4660 (both inclusive) entered in the Share Certificate No. 0466(hereinafter referred to as "**the said shares**") and owners of Flat No. 3806 admeasuring 100.43 Sq. Mtrs. (approximately 1081 square feet) carpet area, usable area 123.12 Sq.Mtrs. (1325.27 Sq. ft.) on the 38<sup>th</sup> Floor of the Tower "B" of the building known as "Oberoi Exquisite" of the said Society along with along with three car parking spaces (Configuration - Single) bearing nos. 68, 69 & 70 admeasuring approximately 11.15 Sq. Mtrs(approximately 120 Sq. ft.) aggregating to 33.45 Sq. Mtrs approximately 360 Sq. ft. on Podium 1 Level [hereinafter the above said flat no. B/3806 in Tower B, 3 car parking space (Configuration Single) collectively called as "**the said flat**"].
- ❖ Vide a Premises Ownership Agreement dated 9<sup>th</sup> January 2015 executed between M/s Oberoi Realty Limited, a company registered under the Companies Act, 1956 and having its registered office at 3<sup>rd</sup> Floor, Commerz, International Business Park, Oberoi Garden City, Off. Western Express Highway, Goregaon (East), Mumbai-400 063, therein referred to as the "**Developer**" of the one part and the Transferors herein namely **MR. RIZWAN NURUDDIN ADATIA &**

**MRS. SALMA RIZWAN ADATIA**, therein referred to as “**the Purchaser/s**” of the other part, the Purchasers therein agreed to purchase the said flat namely flat no. 3806 admeasuring 1081 Sq. ft. equivalent to 100.43 sq. mtrs. Carpet area, usable area 123.12 sq. mtrs. (Approximately 1325.27 sq. ft.) on the 38<sup>th</sup> floor of the Tower “B” of the building known as “Oberoi Exquisite” being constructed by the Developers on a plot bearing CTS No. 590/A/A/1(part) of village Pahadi Goregaon East, Taluka Borivali in the registration district of Mumbai Suburban and C.T.S. No. 95/4/B/3 & 95/4/B/4 of Village Dindoshi, Taluka Borivali in the registration district of Mumbai Suburban, Oberoi Garden City, Off. Western Express Highway, Goregaon (East), Mumbai - 400 063 along with three car parking spaces (Configuration - Single) admeasuring 11.15 Sq. Mtrs(approximately 120 Sq. ft.) aggregating to 33.45 Sq. Mtrs approximately 360 Sq. ft.) from the Developers at and for the consideration and on the terms and conditions contained in the said agreement dated 9<sup>th</sup> January 2015. The above said Agreement for sale is registered with the Office of the Joint Sub Registrar, Borivali - 7, Mumbai Suburban District under serial no. BRL7-336-2015 on 9<sup>th</sup> January 2015. The TRANSFERORS herein became the legal and lawful owners of the said flat after making payment of the full consideration to the above said M/s Oberoi Realty Limited and obtained legal, lawful, vacant and peaceful possession of the said flat from the above said M/s Oberoi Realty Limited.

- ❖ Vide a letter dated 29<sup>th</sup> July 2015 the Developer Oberoi Realty Ltd. had earmarked car parking spaces (Configuration Single) bearing nos. 68, 69 & 70 on Podium 1 Level against the said flat.
- ❖ By virtue of being the legal and lawful owners of the said flat, the TRANSFERORS herein became members of the said society when the same was formed and the said society allotted the said shares i.e. Share Certificate No. 0466 for 10 fully paid up shares bearing Distinctive Nos.4651 to 4660 in the names of the Transferors herein.

**WHEREAS** the Transferors herein are the Legal and Lawful members of the said Society holding the said shares which is coupled with the right of use, occupation and possession and the right to hold on ownership basis, the said flat.

**WHEREAS** the TRANSFERORS out of their own will have decided to sell the Said Flat (Flat No. B/3806) on **OWNERSHIP BASIS**.

**AND WHEREAS** the TRANSFEREES being desirous of purchasing a residential premises, approached the TRANSFERORS whereupon the TRANSFERORS represented to the TRANSFEREES that:

- A) They are the absolute and lawful owners of the Said Flat and are bonafide members of the Said Society and no other person/s has/have right, title or interest in the Said Flat and they are sufficiently entitled to deal with and or dispose of the Said Flat.

- B) There are no suits, litigations, civil or criminal or any other proceeding pending against the TRANSFERORS personally, affecting the Said Flat.
- C) There are no attachments or Prohibitory order as against or affecting the Said Flat and the Said Flat is free from all encumbrances or charges and/or is not the subject matter to any *lis pendens* or easements or attachments either before or after judgment. The TRANSFERORS have not received any notice either from the Government, Semi-government, Society, or Municipal Corporation regarding any of the proceedings in respect of the said flat.
- D) At present, the TRANSFERORS have not mortgaged the Said flat with any bank / financial institutions and the Said flat is free from all encumbrances, charges, lien, etc.
- E) The TRANSFERORS have paid all the necessary charges of every nature whatsoever in respect of the said flat till this day and the TRANSFERORS have not received any notice from any statutory body or authorities asking for the payment of any nature whatsoever in respect of the Said Flat.
- F) The TRANSFERORS in the past have not entered into any agreement either in the form of sale, lease, exchange, assignment or other way whatsoever and have not created any tenancy or any other rights of the like nature in the Said Flat and have not dealt with or disposed off the Said Flat in any manner whatsoever.
- G) The TRANSFERORS have not received any notice either from the Municipal Corporation and/or from other statutory body or

authorities regarding the requisition and/or acquisition of the Said Flat.

- H) The TRANSFERORS have good and clear title, free from all encumbrances of any nature whatsoever of the Said Flat and every part thereof and there are not outstanding estates or effects by way of lease, lien, charges, inheritance, sale, gift, trust, mortgage or otherwise howsoever outstanding against the TRANSFERORS and/or against the Said Flat or any part thereof.
- I) The TRANSFERORS are not restricted either in the Income Tax Act or under any other statute from disposing of the Said Flat or any part thereof in the manner stated in this Agreement.
- J) The TRANSFERORS have not done any act, deed, matter or thing whereby they are prevented from entering into this Agreement on the various terms and conditions stated herein in favour of the TRANSFEREES and the TRANSFERORS have all the rights, title and interest to enter into this agreement with the TRANSFEREES on the various terms and conditions as stated herein.
- K) The Residential Status as per the Indian Income Tax Act, 1961 of the Transferors herein are Non Resident Indians and as such the consideration amount receivable from the Transferees for sale, transfer of the said flat is subject to deduction of Income Tax (TDS) u/s 195 of The Income Tax Act, 1961.

**WHEREAS** the TRANSFERORS have given copies of the documents mentioned in the preamble to the TRANSFEREES for their perusal /

inspection and the TRANSFEREES also confirm having found the same in order.

**AND WHEREAS** believing and after completely satisfying themselves of the aforesaid representations, the TRANSFEREES offered to purchase the Said Flat and the right, title and interest in and upon the Said flat and also along with the benefits of the membership and all the amenities, privileges the Transferors are entitled to as members of the society at and for **Lump-sum Price/Consideration of Rs. 6,21,00,000/- (Rupees Six Crore Twenty One Lakh only).**

**AND WHEREAS** after considering the said offer from all the angles and being found the same, fair at present market value, the same has been accepted by the TRANSFERORS and the parties hereto have decided to reduce the terms and conditions of the said agreement into writing, as follows:

**NOW THIS AGREEMENT FOR SALE WITNESSTH AS FOLLOWS :**

1. The aforesaid recitals shall be treated as forming an integral part of the operative part of this agreement.
2. The Transferors hereby agree to sell, transfer and assign and the Transferees hereby agree to acquire the interest of the Transferors in the said flat and the said shares along with all the deposits and all the common amenities which the Transferors are entitled to as members of the said society for a total consideration of **Lump-sum**

**Price/Consideration of Rs. 6,21,00,000/- (Rupees Six Crore Twenty One Lakh only), hereinafter referred to as “THE FULL CONSIDERATION”.**

3. The TRANSFERORS hereby state and declare that their residential status as per the Income Tax Act, 1961 is Non Resident Indians (NRI) and under Section 195 read with section 197 of the Income Tax Act, 1961, the Transferees are liable to deduct Income Tax at Source at the applicable rate Plus surcharge and Education Cess at the applicable rates from the amount of full consideration payable to the Transferors. However the Transferors hereby confirm that they had obtained certificates u/s 197 of The Income Tax Act, 1961 dated \_\_\_\_\_ 2023 for Lower deduction of tax from the Income Tax Assessing Officer, International Taxation Ward 3(1)(1), Mumbai (Copies of the said certificates are enclosed herewith).
4. As agreed above, in consideration of the rights, title and interest in the said Flat, the TRANSFEREES have agreed to pay to the Transferors the sum of **Rs. 6,21,00,000/- (Rupees Six Crore Twenty One Lakh only)**, being the total purchase consideration amount payable for the purchase of the said flat in the following manner:-
  - a) The TRANSFEREES have paid to the Transferors, a sum of **Rs.11,00,000/- (Rupees Eleven Lakh only)** being part payment of the full consideration on or before execution of this Agreement for Sale and the Transferors hereby acknowledge the receipt of the same in a receipt enclosed herewith.



- b) The Transferees have paid to the Transferors a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** being further part payment of the full consideration on or before execution of this Agreement for Sale and the Transferors hereby acknowledge the receipt of the same in a receipt enclosed herewith.
- c) The TRANSFEREES herein undertake to deposit in Govt. Treasury, a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** in Govt. Treasury towards TDS at the rate specified in the certificate u/s 197 of The Income Tax Act, 1961 dated \_\_\_\_\_ 2023 issued by the Office of the International Taxation Ward No. 3(1)(1), MUM.
- .
- d) For the payment of the balance consideration amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** the TRANSFEREES are availing home loan on the security of the said Flat. The TRANSFEREES hereby undertake to pay to the Transferors the said balance consideration amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** within \_\_\_ days of registration of this Agreement for Sale (Due Date) subject to the Transferors complying with their part of obligations under this agreement including issue of documents sought by the bank and / or financial institution from where the TRANSFEREES are planning to avail home loan on the security of the said Flat, including but not restricted to Mortgage NOC from the said society in the format of the Bank and / or financial institution, Original Share Certificate, Original Chain of Agreement/s.

- e) The TRANSFEREES hereby undertake to file quarterly TDS Return/ Statement in Form No. 27Q within the specified period and issue TDS certificate/s in form No. 16A for TDS from payment made to the Transferors within the specified period mentioned in the Income Tax Act, 1961 and the Income Tax Rules.
- 5.** Since time is essence of this agreement, the TRANSFEREES shall pay the full consideration to the Transferors within the specified period mentioned in clause no. 4 herein above. In the event of failure on part of the TRANSFEREES to pay the full consideration within the specified period mentioned in clause no. 4 herein above, in spite of the Transferors fulfilling their obligations as per terms and conditions of this agreement, the Transferors will grant further time of 15 days to the TRANSFEREES for making payment of the full consideration. In case of failure on the part of the TRANSFEREES to make payment of the full consideration within such extended period of 15 days, the Transferors reserve the right to cancel this agreement. In case the Transferors opt to cancel this agreement on account of failure on the part of the TRANSFEREES to make payment of the full consideration within such extended period of 15 days, the Transferors after deducting a sum of Rs.11,00,000/- (Rupees Eleven Lakh only) towards liquidated damages, will refund to the TRANSFEREES the balance amount received from the TRANSFEREES till that date within 15 days of such cancellation against execution and registration of Cancellation Deed with the Office of the Joint Sub Registrar, Borivali Division. The expenses incurred in this regard will be entirely borne by

the TRANSFEREES. Further in such an event no contractual liabilities will arise on the Transferors on the basis of this agreement and the Transferors will be free to dispose of the said flat to any person(s) without recourse to the TRANSFEREES.

It is also mutually agreed amongst the parties hereto that the TRANSFEREES shall not be held responsible for the delay in the Bank's disbursement process due to non-availability of any relevant documents which needs to be furnished either by the Transferors or the said Society.

- 6.** The Transferors have represented to the Transferees that :
- a) They are the absolute owners of the said Flat and no other person(s) has / have any interest therein;
  - b) They have been in exclusive, legal and lawful possession and occupation of the said Flat since it was acquired by them;
  - c) At present they have not mortgaged, assigned or alienated their rights, title and interest in the said flat and the said shares in favour of any other person(s) or any other bank or institution and have not lodged the said flat as collateral security & have not done or performed any act, deed, matter or thing whatsoever whereby they may be prevented from entering into this Agreement for Sale;
  - d) The said flat hereby agreed to be sold, transferred, assigned by the Transferors are free from encumbrances of any nature

whatsoever and the Transferors have the full and absolute right and power to transfer the said flat to the Transferees & no other person or persons are entitled to transfer the same or any part thereof in any manner whatsoever;

- e) They are competent and entitled to sell and transfer the said Flat and the said shares to the Transferees as provided hereunder without having to obtain the Consent or concurrence of any other person or persons except obtaining NOC from the said Society;
- f) There are no pending disputes in respect of the said flat and that there are no unpaid liabilities under any tax laws including any incidence of stamp duty, registration, etc., so far as the said flat is concerned and undertake to indemnify the Transferees from any liability which may arise which relates to the period prior to the date of execution of this Agreement for Sale.
- g) No Income Tax Notice or other Public Authorities have issued any Order restraining the sale of the said flat and there is no attachment or other prohibitory order issued by any Competent Court or Authority preventing or restraining the Transferors from dealing with, disposing off, or sale of the said Flat or any part thereof as contemplated hereunder and the Transferors hereby undertake to clear the same at their entire cost and expenses at a date in future too pertaining to the said flat.

- h) They have paid all the dues of the said society for the period up-to-date and nothing is due and payable and/or is still outstanding and unpaid for the period to the date of completion of sale and they shall deem to be liable and responsible for the same.
- i) There is no outstanding tax demand against the Transferors as on the date of the transfer of the said flat which could render the transaction of transfer of the flat by the Transferors to the Transferees void under Section 281 of the Income Tax Act, 1961. Further, to the best of the knowledge of the Transferors, they have neither received any written notice from tax authority nor any proceedings have been initiated by the tax authority as on the date of the transfer of the said flat which could render the transaction of transfer of the said flat by the Transferors to the Transferees void under Section 281 of the Income Tax Act, 1961.
- j) The Transferors are aware that the Transferees have agreed to enter into this Agreement and pay the full consideration becoming due hereunder relying upon correctness of the statements herein, the Transferors repeat and confirm the same and none of the representations are false or incorrect. The Transferors shall keep the Transferees fully indemnified if any liability arises in future due to their misstatement of facts.

**7.** On receipt of the full consideration, the Transferors hereby agree to transfer the electricity deposit, sinking fund, any other deposit or any

credit concerning the said Flat to the Transferees. Further the Transferors grant to the Transferees all the rights to get the electric meter and pipeline gas meter of Mahanagar Gas Limited transferred in their names, after completion of the sale.

**8.** The Transferors hereby undertake and agree:-

- a) To obtain a No Objection Certificate from the said Society for transfer of the said flat and the said shares in favour of the Transferees;
- b) To obtain and hand over to the Transferees a No Objection Certificate from the said Society in the format of the Bank/ Financial Institution from where the Transferees are proposing to avail home loan on the security of the said flat and the said shares.
- c) To co-operate with the said Transferees in signing society transfer forms, possession letter, resignation letter from the membership of the said society for the purpose of getting the said flat and the said shares fully transferred in the names of the said Transferees & shall also hand over all the original documents pertaining to the said flat and the said shares including the Original Share Certificate and Original agreement(s), Original Payment receipts issued by the Developers in the names of the Transferors to the Transferees against receipt of the full consideration mentioned hereinabove from the Transferees;

- d) To indemnify and keep indemnified the Transferees, their heirs and their nominees from and against all costs, claims, actions, demands, proceedings, expenses incurred or made or taken by any other person or persons or authority of law against the Transferees claiming to have any right, title, interest or claim, charge or lien etc., on the said flat or the said shares hereby agreed to be transferred by the Transferors.
  - e) To indemnify and keep indemnified at all times the Transferees against any demand / claim raised by Income Tax Department due to non-deduction of any Tax by the Transferees in pursuance of the Certificates u/s 197 of the Income Tax Act, obtained by the Transferors from Income Tax International Tax Ward 3(2)(1), Mumbai.
- 9.** The Transferors hereby undertake to present themselves or through their duly constituted attorney, at a mutually agreed date at the office of the Sub-Registrar of Assurances, Borivali and admit execution of this Agreement.
- 10.** The Transferees hereby undertake and agree:-
- a) On payment of the full consideration to the Transferors, to become members of the said Society in place of the Transferors in respect of the said flat and hereby further agree to abide by all the bye-laws and rules and regulations adopted by it or which it may adopt from time to time;

- b) To pay to the said society regularly the dues payable, Municipal taxes, Water charges, Service charges etc., in respect of the said flat from the date of receipt of possession of the said flat from the Transferors & not to withhold the same for any reason whatsoever;
- c) To pay the stamp duty under the Maharashtra Stamp Act (Earlier known as Bombay Stamp Act, 1958), Registration Fees and all other incidental, legal expenses in respect of execution and registration of this Agreement for Sale.

**11.** The TRANSFEREES hereby confirm that before entering into this Agreement for Sale, they have verified all the documents, title deeds relating to the said flat and satisfied themselves about the area, dates and other details.

**12.** Simultaneously against receiving of the balance full and final consideration, the TRANSFERORS shall deliver the vacant and peaceful possession of the said Flat to the TRANSFEREES and thereafter the TRANSFEREES will be the absolute owners thereof and the TRANSFERORS shall have no right, title and interest therein.

**13.** The TRANSFERORS, on receipt of full and final amount of consideration, shall have no claim, right, title, interest, demand or charge of whatsoever nature in or upon the Said Flat through themselves or through their predecessors, successors and/or assigns in title. The TRANSFEREES hereafter shall do all the needful acts in



respect of the Said Flat to secure their title to the Said Flat and the TRANSFERORS shall keep the TRANSFEREES indemnified from all the liabilities and / or claim against the Said Flat arising after this date pertaining to the period prior to handing over possession of the said flat to the Transferees.

**14.** The TRANSFERORS and TRANSFEREES shall make necessary application as contemplated in the Society's Byelaws. The TRANSFERORS will also give the necessary resignation of the membership etc., in order to effectuate the legal transfer of the said flat and also the share certificate, in the names of TRANSFEREES and obtain the necessary sanction as per the byelaws, rules and regulations of the Said Society. Accordingly the TRANSFERORS have given a notice under byelaws to the Said Society of their intention to transfer the Said flat and seeking no objection for such transfer along with the consent of the TRANSFEREES.

**15.** It is mutually decided between both the parties that the transfer fees, payable to the said Society for transfer of the said flat and the said shares from the names of the TRANSFERORS herein to the names of the TRANSFEREES shall be borne in equal proportion by both the parties herein i.e. Transferors & Transferees in the ratio of 50:50. The TRANSFERORS shall make an application for transfer of shares under the bye-laws. The TRANSFERORS and TRANSFEREES shall also make application for Transfer of membership and for induction of the TRANSFEREES as members under bye-laws. The TRANSFERORS and

TRANSFEREES shall give undertakings, No Objections to the Society as required under bye-laws and other Applicable statutes.

- 16.** This agreement shall be deemed to be Sale Deed or Deed of Transfer upon payment of the full consideration by the Transferees and handing over vacant and peaceful, actual and physical possession of the said flat by the Transferors. In other words the transaction of sale of the said flat is complete only on payment of the full consideration by the Transferees to the Transferors. The Transferees shall not be called upon by the Transferors to make additional payment of any other sum of money other than that what have been expressly agreed upon between the parties by virtue of this agreement.
- 17.** This agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act, 1963 & the rules made there under.
- 18.** (i) In the event of the sale not being completed due to any willful default on the part of the Transferors, the Transferees shall have the right to require specific performance of this Agreement by the Transferors.
- (ii) In the event of the sale not being completed due to any willful default on the part of the Transferees, the Transferors shall have the right to require specific performance of this Agreement by the Transferees.
- 19.** All communications required to be given under this Agreement shall be

in writing and may be delivered and shall be deemed to have been received if sent through post or any other acceptable means of communication. The address for service of the same of the parties shall be as mentioned in the beginning of the present Agreement.

- 20.** This Agreement (including the Schedules) constitute the entire Agreement between the Parties hereto and shall supersede all prior Agreements, letters of intent and understandings, both written or oral, arrived at between the parties with respect to the subject matter hereof.
- 21.** This Agreement shall not be amended or modified except by way of an instrument in writing signed and executed by both the parties hereto.
- 22.** This Agreement as also its formation, execution, validity, interpretation and implementation shall be governed by and construed in accordance with the laws of India.
- 23.** Any disputes and/or differences arising out of this Agreement or from the interpretation of the terms and conditions, or non-compliance or non-payment there under, the same shall be resolved mutually and amicably by both the parties. If it cannot be so resolved mutually and amicably, the same shall be referred to Arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any other relevant Arbitral law for the time being in force. The Arbitration Proceedings shall be held in English language in the City of Mumbai.
- 24.** The Courts at Mumbai alone shall have exclusive jurisdiction to try and

entertain all disputes arising between the parties hereunder.

### **SCHEDULE OF FLAT**

All that piece and parcel of a residential Flat bearing no. 3806 admeasuring 100.43 sq. mtrs. (approximately 1081 Sq. ft) (carpet area) and approximately equivalent to 123.12 sq. mtrs. (approximately 1325.27 sq. ft.) (usable area) and approximately equivalent to 169.08 sq. mtrs. (approximately equivalent to 1820 sq. ft).(saleable area) on the 38<sup>th</sup> Floor of the Tower “B” in the building known as “Oberoi Exquisite” of the society known as Exquisite Co-op. Housing Society Limited along three car parking spaces (Configuration - Single) bearing nos. 68, 69 & 70 admeasuring approximately 11.15 Sq. Mtrs(approximately 120 Sq. ft.) aggregating to 33.45 Sq. Mtrs approximately 360 Sq. ft. on Podium 1 Level situated at Building no. 1, Oberoi Garden City, Off. Western Express Highway, Goregaon (East), Mumbai – 400 063 on a plot bearing CTS No. 590/A/A/1 of village Pahadi Goregaon East, Taluka Borivali and in the registration district of Mumbai Suburban and C.T.S. No. 95/4/B/3 & 95/4/B/4 of Village Dindoshi, Taluka Borivali in the registration district of Mumbai Suburban.

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

**SIGNED AND DELIVERED** by )

the within named Transferors, )

**MR. RIZWAN NURUDDIN ADATIA** )

Income Tax PAN : AYKPA2788H )

**&** )

**MRS. SALMA RIZWAN ADATIA** )

Income Tax PAN : AYHPA9895N )

In the presence of )

)

**SIGNED AND DELIVERED** by )

the within named Transferees )

**MRS. NEHA AGARWAL** )

Income Tax Pan : ALQPA2579P )

**&** )

)

**MR. MAHESH KUMAR AGARWAL** )

Income Tax Pan : ACMPA3766F )

In the presence of )

)

## RECEIPT

We, **RIZWAN NURUDDIN ADATIA & SALMA RIZWAN ADATIA**, Owners of Flat No. 3806 on the 38<sup>th</sup> Floor in Tower “B” of the building known as “Oberoi Exquisite” of the society known as “Exquisite Co-op. Housing Society Ltd.”, situated at Oberoi Garden City, Off. Western Express Highway, Goregaon (East), Mumbai – 400 063, hereby state that we have agreed to sell the above said Flat No. B/3806 along with along three car parking spaces (Configuration - Single) bearing nos. 68, 69 & 70 on Podium 1 Level to **MRS. NEHA AGARWAL & MR. MAHESH KUMAR AGARWAL** for a total consideration of **Rs. 6,21,00,000/- (Rupees Six Crore Twenty One Lakh only)** and in consideration of the same we have received a sum of **Rs. 11,00,000/- (Rupees Eleven Lakh Only)** towards Token Money from the above said **MRS. NEHA AGARWAL & MR. MAHESH KUMAR AGARWAL** vide Cheque No. 000206 dated 18<sup>th</sup> July 2023 from Kotak Mahindra Bank.

**WE SAY RECEIVED Rs.11,00,000/-**

**(RIZWAN NURUDDIN ADATIA) (SALMA RIZWAN ADATIA)**

**RECEIPT**

We, **RIZWAN NURUDDIN ADATIA & SALMA RIZWAN ADATIA**, Owners of Flat No. 3806 on the 38<sup>th</sup> Floor in Tower “B” of the building known as “Oberoi Exquisite” of the society known as “Exquisite Co-op. Housing Society Ltd.”, situated at Oberoi Garden City, Off. Western Express Highway, Goregaon (East), Mumbai – 400 063, hereby state that we have agreed to sell the above said Flat No. B/3806 along with along three car parking spaces (Configuration - Single) bearing nos. 68, 69 & 70 on Podium 1 Level to **MRS. NEHA AGARWAL & MR. MAHESH KUMAR AGARWAL** , for a total consideration of **Rs. 6,21,00,000/- (Rupees Six Crore Twenty One Lakh only)** and in consideration of the same we have received a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** towards further part payment from the above said **MRS. NEHA AGARWAL & MR. MAHESH KUMAR AGARWAL** in the following manner :-

<b>Sr. No.</b>	<b>Date</b>	<b>Particulars</b>	<b>Amount (In Rs.)</b>
1.			
2.			

3.			
4.			
5.			
6.			
7.			
8.			

**(RIZWAN NURUDDIN ADATIA) (SALMA RIZWAN ADATIA)**



