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**AGREEMENT FOR SALE / SALE DEED**

THIS AGREEMENT FOR SALE / SALE DEED is made and entered into at Mumbai on this, \_\_\_\_\_ day of MOctober, 2023 by and between the parties;

BETWEEN

Mr. SURESH JASHAN SHAROFF, having PAN No. BDNPS3099E, AADHAAR No. 9574 3527 2689, aged about 56 years, and Mrs. ANUSHA SURESH SHAROFF, having PAN No: CDOPS5606K, AADHAAR No. 8487 7017 0246, aged about 54 years, both adults and having status of Non Resident Indians, having their India residence address at S/O: Mr. Jashan Sharoff, Madhur Milan Cooperative Society, C 28, 14th B Road, Khar West 3, Mumbai, Maharashtra 400052. (which expression shall means and include his heirs, executors, administrators and assigns) hereinafter called the party of the **FIRST PART** as **VENDORS /TRANSFERORS /SELLERS**.

AND

(1) Mr. NAJIR MOHAMED SHAIKH, having PAN No: CDPPS5652C, AADHAR No: 6489 8367 7360, aged about 46 years & (2) Mrs. ENJEELA NAJIR SHAIKH, having PAN No: CDLPS4724D, AADHAAR No: 3783 9670 5701, aged about 44 years, BOTH adults and Indian Inhabitants, presently having address at J P DECKS, B wing, 504, Gen A. K Vaidya Marg, Near Dindoshi Court, Malad (East), Mumbai, Mumbai Suburban, Maharashtra – 400097., (which expression shall means and include their heirs, executors, administrators and assignees) hereinafter called the party of the **SECOND PART** as **PURCHASERS /TRANSFEREES**.

WHEREAS, The VENDORS/TRANSFERORS/SELLERS are in exclusive use and occupation and lawful possession and lawful owners of a Residential Flat bearing No. B-0505 admeasuring 94.97 sq mtrs Built up area or thereabouts, including the balcony area, the sanctioned Plans include the provisions for Niche; Duct and Slabs; Flower Beds; Elevation Features etc. for beneficial use of the said premises on the **5TH Floor** in "B" Wing in the building known as "JP DECKS" situated at **Opposite Gokuldham, General Arun Kumar Vaidya Marg, Malad (East), Mumbai- 400 097, bearing Survey No.267, Hissa No.1/1 (pt), C.T.S. No. 610A/1/A/1B & 610/1A/1A(pt) of Village- Malad (East), Taluka- Borivali, Mumbai Suburban District, along with 1 (one) allotted Car Parking Space on Ground Level since May 2013. The building consists of **Basement + Ground + 1<sup>st</sup> to 3<sup>rd</sup> Podium Level + Stilts + 1<sup>st</sup> to 39<sup>th</sup> Upper Residential Floors (with Lifts) and Year of Construction completion is 2018, herein after the said residential flat no. B-0505 along with 1 car parking space collectively referred to as "the said flat".****

**AND WHEREAS** by an **AGREEMENT FOR SALE / SALE DEED** dated 30th day of June 2017 executed between M/s. J P INFRA (MUMBAI) PVT. LTD., a company registered under the Companies Act, 1956 and having its registered office at 04<sup>th</sup> Floor, 401-402 Viraj Tower, Western Express Highway, Near WEH Metro station, Andheri East-400093., therein referred to as the "**the Promoter**" of the **ONE PART**, and (1) **Mr. SURESH JASHAN SHAROFF**, and (2) **Mrs. ANUSHA SURESH SHAROFF**, the **VENDORS/TRANSFERORS/SELLERS** herein, therein referred to as "**the Purchaser**" of the Other Part, had purchased the above said flat on "**Ownership Basis**" for the consideration and on the terms and conditions mentioned therein. The aforesaid **AGREEMENT FOR SALE / SALE DEED** dated 30th day of June 2017 is duly registered with the Sub-Registrar, Borivali-7 vide Registration No. BRL-6-7435-2017 dated 01/07/2017.

**AND WHEREAS** pursuant to the Agreement for Sale, **PURCHASERS/TRANSFEREES** have agreed to purchase and acquire all right, share, title and interest of the said flat, and as incidental to the sale thereof the right to use, enjoy and occupy the said flat.

**WHEREAS** the **VENDORS/TRANSFERORS/SELLERS** have represented to the **PURCHASERS/ TRANSFEREES** herein that they have not availed of any home loan on the security of the said flat from ANY Bank / Financial Institution.

**AND WHEREAS** all the flat Purchasers of "**JP Decks**" building have formed a Co-op. Housing Society Ltd. in the name of **J.P. Decks Co-op. Housing Society Ltd.**, which is registered under the provisions of the Maharashtra Co-op. Societies Act and rules made thereunder and having its **Registration No. MUM/SRA/HSG/TC/12934 year 2017** (hereinafter referred to as "**the said society**"). As represented by the **VENDOR/TRANSFEROR/ SELLER** herein, the said Society has allocated share certificate no. **210** having distinctive numbers 02111 to 02120., both included, in respect of the ownership of the said Flat, but have still not issued the Share Certificate to the **VENDOR/TRANSFEROR/ SELLER**. In an event when the Share Certificate is issued in the name of the **VENDOR/TRANSFEROR/SELLER**, it has been agreed that the **VENDOR/TRANSFEROR/SELLER** will sign and execute all documents to give effect to this agreement and to enable the transfer of such Share Certificate in the name of the **PURCHASERS/TRANSFEREES** at no additional consideration, cost or charges barring the Share Certificate transfer charges to be paid to the society. These shares are hereinafter referred to as "**the said Shares**".

**AND WHEREAS** the **VENDORS/TRANSFERORS/SELLERS** declare that their membership in the said society is valid and subsisting and not terminated by the said society

and they have not received notice of expulsion from the membership of the said society, or any other notice restraining them from transferring the said flat and the said shares.

**AND WHEREAS** there are no attachments or prohibitory orders as against or affecting the said flat and the said flat is not subject matter to any lispendense, easements or attachments either before or after judgment. The VENDORS/TRANSFERORS /SELLERS has not received any notice either from the Government, Semi-Government or Municipal Corporation regarding any of the proceedings in respect of the said flat.

**AND WHEREAS** the VENDORS/TRANSFERORS/SELLERS have paid all the necessary charges of any nature whatsoever in respect of the said flat and the VENDORS/TRANSFERORS/SELLERS have not received any notice from any statutory body or authorities asking for the payment of any nature whatsoever of the said flat.

**AND WHEREAS** The VENDORS/TRANSFERORS/SELLERS has represented to the PURCHASERS/ TRANSFEREES that their residential status as per Income Tax Act, 1961 is Non Resident Indian (NRI) and as such the above said full consideration is subject to TDS u/s 195 of The Income Tax Act, 1961 at 20% plus surcharge and education cess at the applicable rate/s. However the VENDORS/TRANSFERORS/SELLERS herein state and declare that they will be making an application to the concerned Income Tax Assessment Officer, International Taxation division for certificate u/s 197 of The Income Tax Act, 1961 for Nil / lower deduction of tax and hand over the same to the PURCHASERS/ TRANSFEREES before the registration of the AGREEMENT FOR SALE / SALE DEED to be executed between both the parties herein. The VENDORS/TRANSFERORS/SELLERS and the PURCHASERS/ TRANSFEREES agree that execution of the AGREEMENT FOR SALE / SALE DEED is to be completed before 30/10/2023 and both the parties herein agree to register the above referred AGREEMENT FOR SALE / SALE DEED with the Office of the Sub Registrar of Assurances.

**AND WHEREAS** the VENDORS/TRANSFERORS/SELLERS are not restricted either in Income tax (other than TDS), Gift Tax Act, Wealth Tax Act, Estate Duty Act or under Maharashtra Land Revenue Code, U.L.C. Act or under any other statute from disposing off the said flat or any part thereof in the manner stated in this Agreement.

**AND WHEREAS** the VENDORS/TRANSFERORS/SELLERS 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 PURCHASERS/ TRANSFEREES and the VENDORS/ TRANSFERORS/SELLERS has all the right, title and interest to enter into this deed with the PURCHASERS/ TRANSFEREES on the various terms and conditions as stated herein.

**AND WHEREAS** relying upon the aforesaid representations and declarations made by the VENDORS/TRANSFERORS/SELLERS herein, the PURCHASERS /TRANSFEREES have agreed to purchase the said flat for the lump sum price consideration of **Rs.2,18,00,000/- (Rupees Two Crore Eighteen Lakhs only)** inclusive of Electricity Deposits, Contribution in Sinking Funds, Credits in the Society as members, Shares of the said society, advance maintenance charges, Club House charges, Deposit of Legal and misc. expenses etc.

**AND WHEREAS** the VENDORS/TRANSFERORS/SELLERS have seen and inspected the said flat and is fully satisfied about the state and condition thereof. Further the PURCHASERS/ TRANSFEREES have persued the title deeds and other documents and papers and the PURCHASERS/ TRANSFEREES are satisfied about the right, title and interest of the VENDORS/ TRANSFERORS/SELLERS in respect of the said flat.

**AND WHEREAS** the VENDORS/TRANSFERORS/SELLERS on this day have agreed to sell, assign and transfer into the PURCHASERS/TRANSFEREES herein, their entire right, title, interest and benefits in the said flat along with the said shares of the said society and also the deposit money, reserved funds including sinking funds, advance maintenance charges, Club House charges etc., for lump sum consideration of **Rs.2,18,00,000/- (Rupees Two Crore Eighteen Lakhs only)**.

**AND WHEREAS** the VENDORS/TRANSFERORS/SELLERS herein have agreed to sell and transfer to the PURCHASERS/TRANSFEREES all their right, title and interest in the said Flat on the terms and conditions appearing hereinafter.

**AND WHEREAS** it has become necessary and desirable to record and reduce the terms of the agreement for sale, assignment and transfer as mutually agreed by and between the parties as under:-

**NOW THIS AGREEMENT FOR SALE / SALE DEED SHEW WITH AS UNDER:-**

1. That the party of the first part have agreed to sell, transfer and assign their all rights, title, share and interest in respect of the said Flat namely Residential Flat No. 0505 admeasuring **94.07** sq mtrs. Built up area or thereabouts, including the balcony area, the sanctioned Plans include the provisions for Niche; Duct and Slabs; Flower Beds; Elevational Features etc. for beneficial use of the said premises on the 5TH Floor in "B" Wing in the building known as "J.P Decks Co-op. Housing Society Ltd". Opp. Gokuldham, Gen. Arun Kumar Vaidya Marg, Malad (East), Mumbai – 400097, bearing Survey No.267, Hissa No.1/1 (pt), C.T.S. No. 610A/1/A/1B & 610/1A/1A(pt) of Village– Malad (East), Taluka– Borivali, Mumbai Suburban District, along with 1 (one) allotted Car Parking Space on Ground Level since May 2013., for the total full and final consideration sum of **Rs.2,18,00,000/- (Rupees: Two Crore Eighteen Lakhs only)** on as is where is basis, PURCHASERS/TRANSFEREES will pay in the following manner, subject to deduction of TDS at \_\_\_% plus Surcharge & Cess, as declared by the income tax department post application for lower TDS certificate. The TDS certificate, after payment of declared TDS as per percentage and workings, has to be submitted by the PURCHASERS/TRANSFEREES to the VENDORS/TRANSFERORS/SELLERS, within 15 to 20 days before / after registration of Agreement for Sale.
2. The Total Consideration shall be paid by the Purchaser in the following manner:

1. The PURCHASERS/TRANSFEREES have already given to the VENDORS/TRANSFERORS/SELLERS a sum of **Rs.5,00,000/- (Rupees: Five Lakhs Only)** in a break up of **Rs.3,00,000/- (Rupees Three Lakhs Only)**, via **Cheque No. 715270** of **BANK OF INDIA** dated **20th September 2023**, in favour of **Mr. SURESH JASHAN SHAROFF**, AND **Rs.2,00,000/- (Rupees Two Lakhs Only)**, via **Cheque No. 715271** of **BANK OF INDIA** dated **20th September 2023**, in favour of **Mr. SURESH JASHAN SHAROFF**, on or before execution of this AGREEMENT FOR SALE / SALE DEED & the VENDORS/TRANSFERORS /SELLERS acknowledge the receipt of the same in a receipt enclosed herewith. The PURCHASERS/TRANSFEREES hereby further undertake to pay to the VENDORS/TRANSFERORS/SELLERS, the balance consideration of **Rs.2,13,00,000/- (Rupees. Two Crores Thirteen Lakhs Only)** in the following manner on or before 30/10/2023 subject to the following terms and conditions :-
  - a) On preparation of this AGREEMENT FOR SALE, the VENDORS/TRANSFERORS/SELLERS undertake to make an application to their concerned Income Tax Assessment Officer, International Taxation division

for certificate u/s 197 of The Income Tax Act, 1961 for Nil / lower deduction of tax. The PURCHASERS/TRANSFEREES will apply for the TDS account no. from the Income Tax department and submit a copy of the TAN Allotment letter to the VENDORS/ TRANSFERORS/SELLERS for facilitating the above said application for certificate u/s 197 of The Income Tax Act, 1961. The VENDORS/TRANSFERORS/SELLERS undertake to obtain the said certificate u/s 197 of The Income Tax Act, 1961 on or before 15TH to 20<sup>th</sup> October 2023 and hand over a copy of the same to the PURCHASERS /TRANSFEREES.

- b) Further on receipt of the said amount of **Rs.5,00,000/- (Rupees: Five Lakhs Only)**, the VENDORS/TRANSFERORS/SELLERS undertakes to make an application to the said society for its No Objection (NOC) stating therein that the said Society has no objection in admitting the PURCHASERS/ TRANSFEREES as members of the said Society and a confirmation that all the dues of the Society have been paid till date and handover the said No Objection Certificate to the PURCHASERS/ TRANSFEREES. On receipt of such Nil/ lower TDS certificate & society NOC, both the parties will get the AGREEMENT FOR SALE / SALE DEED executed.
- c) On receipt of the above said certificate u/s 197 of The Income Tax Act, 1961 and subject to deposit of the TDS in Govt. Treasury at the rate mentioned in the said certificate (being \_\_% + surcharge + cess), the PURCHASERS /TRANSFEREES undertake to pay a sum of **Rs.17,00,000/- (Rupees Seventeen Lakhs Only)**, after deduction of TDS amount and token amount already paid, on or before registration of the AGREEMENT FOR SALE / SALE DEED to be executed between the parties herein. It is also agreed between the parties herein that in the event of failure on the part of the VENDORS/TRANSFERORS/ SELLERS to obtain the said certificate u/s 197 of The Income Tax Act, 1961 within a mutually agreed time period, the PURCHASERS/ TRANSFEREES undertake to deposit in Govt. Treasury, TDS at the rate specified u/s 195 of The Income Tax Act, 1961 and pay the balance amount out of **Rs. 17,00,000/- (Rupees Seventeen Lakhs Only), and amount to be funded by the Bank / Financial institute,** (after deduction of the above referred TDS amount) to the VENDORS/TRANSFERORS/SELLERS on or before registration of the AGREEMENT FOR SALE / SALE DEED to be executed between the parties herein.

d) The PURCHASERS/TRANSFEREES undertake to pay the balance consideration amount of/from **Rs. 1,96,00,000/- (Rupees One Crore Ninety Six Lakhs Only)** immediately on / within 2 to 3 days of registration of the AGREEMENT FOR SALE / SALE DEED to be executed between the parties subject to receipt of mortgage NOC from the society, herein by availing home loan on the security of the said flat from a Bank / financial institution subject to the VENDORS/TRANSFERORS/SELLERS providing in a timely manner, all the original documents (chain agreements and supporting documents) sought by the Bank / financial institution from where the PURCHASERS/ TRANSFEREES will be availing home loan.

As regards the TDS referred in sub clause (a) above, the PURCHASERS/TRANSFEREES undertake to file TDS Statement in form no. 27Q and issue TDS Certificate in form no. 16A in favour of the VENDORS/ TRANSFERORS/SELLERS herein within the specified period provided in the Income Tax Act, 1961 and the rules made there under.

A. The PURCHASERS/TRANSFEREES hereby undertake to pay, (subject to the Nil/Lower TDS certificate) to the VENDORS/TRANSFERORS/SELLERS, on or before the mutually agreed date of 30th October 2023, the total consideration sum of **Rs.2,18,00,000/- (Rupees Two Crore Eighteen Lakhs only)** out of their own resources and/or by availing home loan and or any other source, on the security of the said flat and also subject to the VENDORS/TRANSFERORS /SELLERS providing all the documents required and demanded, including NOC in bank format sought by the Bank / financial Institution from where the PURCHASERS /TRANSFEREES will be availing home loan on the security of the said flat and the VENDOR/TRANSFERORS/ SELLERS providing the Original Title Documents lying with them / Bank.

B. In case of failure of the VENDORS/TRANSFERORS/SELLERS to provide all the documents required by the PURCHASERS/ TRANSFEREES bank, including the Original Title Documents and NOC from society, shall lead to automatic cancellation of this AGREEMENT FOR SALE / SALE DEED executed between the Parties herein and the VENDORS/TRANSFERORS/SELLERS shall be liable to refund all amount received from the PURCHASERS/TRANSFEREES herein within 5 days from date of cancellation and compensate the PURCHASERS/ TRANSFEREES with a sum of Rs.5,00,000/- (Rs. Five Lakhs Only).

C. The VENDORS/TRANSFERORS/SELLERS shall ensure that said flat is in acceptable / good condition at the time of handover of possession of the premises to the PURCHASERS/ TRANSFEREES herein. The VENDORS/

TRANSFERORS /SELLERS shall allow the PURCHASERS/TRANSFEREES to inspect the premises once again to ensure that existing utilities/facilities is in acceptable condition. In case of any requirement for repair work reported by the PURCHASERS/TRANSFEREES, the same shall be rectified by the VENDORS/TRANSFERORS/SELLERS, before possession.

D. VENDORS/TRANSFERORS/SELLERS shall be liable to secure permission from the society for the transfer of the said flat and issuance of the share certificate to the PURCHASERS/ TRANSFEREES.

3. The Summerrised payment schedule is described as under:-

Sr No.	DESCRIPTION OF PAYMENTS	DATE OF PAYMENTS & Chq# Transaction ID	AMOUNT TO BE PAID INR	TOTAL
1	<b>Token Amount</b> To SURESH JASHAN SHAROFF To SURESH JASHAN SHAROFF	<b>BANK OF INDIA</b> 20/09/2023 Chq# 715270 20/09/2023 Chq# 715371	Rs.3,00,000/- Rs.2,00,000/-	Rs.3,00,000/- Rs.5,00,000/-
2.	Rs.____,00,000/- Amt (After deduction of TDS AMT) Hence on Bal Amt Rs.____,00,000/- % TDS +10% Surcharge +4% Cess	The same shall be paid before the Registration of Agreement for Sale, Challan of TDS to be provided immediately, TDS Certificate will be provided to the Sellers within a period of 15 to 20 days.	Rs.00,00,000/-	Rs.00,00,000/-
3.	Before the Registration of Agreement For Sale To SURESH JASHAN SHAROFF	<b>BANK OF INDIA</b> ____/0_/2023 Chq# 000000 ____/0_/2023 Chq # 000000	Rs.00,00,000/- Rs.00,00,000/-	Rs.00,00,000/-
4.	<b>From _____ Bank.</b>	After registering Agreement for Sale, amount payable to Sellers, subject to payment of TDS and Handing over of Original Title Documents.	Rs.1,96,00,000/-	Rs.1,96,00,000/-
	<b>TOTAL CONSIDERATION</b>		Rs.2,18,00,000/-	Rs.2,18,00,000/-

4. The PURCHASERS/TRANSFERORS need to obtain all the Original Documents of title in respect of the said flat in the custody of VENDORS/TRANSFERORS/SELLERS, and hand over the same to the \_\_\_\_\_ **Bank**, Mumbai Mulund Branch from where the PURCHASERS/ TRANSFEREES are availing home loan as stated in Clause no. 2(D) herein.



5. On the same day of receipt of the total consideration the VENDOR/TRANSFERORS SELLERS agree to handover vacant, peaceful and total possession of the said flat to the PURCHASERS/ TRANSFEREES.
6. It is further agreed that in the case of the PURCHASERS/TRANSFEREES coming into a situation of not fulfilling their commitment of payment in the stipulated time period of fifteen (15to20) days from the date of registration of Agreement for Sale, but subject to the VENDOR/TRANSFERORS/SELLERS handing over all Original Documents and No Dues from the society, they will be liable to pay a charge of Rs.5,00,000/- (Rupees Five Lakhs Only), in a situation of having to terminate the said Agreement for sale, and they shall compensate the VENDORS/TRANSFERORS/SELLERS, from the total consideration already paid or to be paid to the VENDORS/ TRANSFERORS/SELLERS on account of the termination of the AGREEMENT FOR SALE / SALE DEED between the parties herein. All balance excess amounts, if any, will be refunded to the PURCHASERS /TRANSFEREES by the VENDORS/TRANSFERORS/SELLERS within a period of maximum 5 days thereon. In the event of the VENDORS /TRANSFERORS/SELLERS and PURCHASERS/ TRANSFEREES terminating the said Agreement for a valid reason related to Documentation, the entire payments received will be refunded without any deduction whatsoever.
7. On execution of this AGREEMENT FOR SALE, the VENDORS/TRANSFERORS /SELLERS undertake to obtain a Bank format NOC, post registration, from J.P. DECKS CHS Ltd. wherein the said flat is located. The VENDORS/TRANSFERORS/SELLERS undertake to provide all required documents to proceed with the execution of this AGREEMENT FOR SALE / SALE DEED and the PURCHASERS/TRANSFEREES undertake to provide the bank sanction letter towards their home loan.
8. It is hereby mutually agreed by and between the parties herein that simultaneously on receipt of the entire consideration by party of the first part, he will hand over the peaceful vacant possession of the said flat to the party of the second part.
9. It is hereby agreed that after receiving the entire consideration, the party of the first part will execute necessary affidavits, agreements, power of attorney, no objection for change in name of electric meter and gas connection and society transfer forms pertaining to the said flat in the name of the party of the second part.
10. The VENDORS/TRANSFERORS/SELLERS undertake that on the execution of this AGREEMENT FOR SALE, the party of the first part will not part with the possession and/or will not create any third party rights and interest in respect of the abovementioned premises without the written consent of the party of the second part.

11 That the party of the first part will pay all dues in respect of the said flat i.e. Municipal Assessment Bills, Society dues, Electricity Bills, Maintenance Charges, Outstanding Property Taxes and other legal charges until the date of Agreement for Sale. Hereafter party of the second part will be liable to pay Electricity Bills, Maintenance Charges, Property Taxes and any legal charges of the said flat provided Party of the second part has Partial possession to Enter/Work into the said flat, but provided and subjected that the total consideration amount is received by the party of the first part, even on receipt of the full consideration and bank acceptance and confirmation of the payment thru balance transfer, if the party of the first part does not hand over possession then party of the first part WILL pay all dues of the said flat STATED above, until the full possession IS HANDED OVER to the party of second part. That the party of the first part will pay all dues in respect of the said flat i.e. Municipal Assessment Bills, Society dues, Electricity Bills, Maintenance Charges, Outstanding Property Taxes and other legal charges (up to POSSESSION) till the date of registration of the said flat with the PURCHASERS /TRANSFEREES herein.

12. The party of the first part will not execute an AGREEMENT FOR SALE / SALE DEED in respect of the said premises in favor of any third person and/or will not create any lien or charge in respect of the said flat. If a charge, is already existing, the party of the first part will release the charge/mortgage if any and make the title clean with no dues certificate from the mortgagee.

13. The Stamp duty and registration charges on Agreement for Sale/ Sale Deed and or any other documents to be executed for this purpose will be entirely paid by the PURCHASERS/TRANSFEREES herein. The VENDORS/TRANSFERORS/SELLERS will take full initiative to support the transfer. The VENDORS/TRANSFERORS /SELLERS will provide to the PURCHASERS/TRANSFEREES full co-operation to provide all the documents required for the sanction of Loan and disbursement from \_\_\_\_\_ Bank, Mumbai, \_\_\_\_\_ Branch.

14. It is further recorded that the entire payment to the VENDORS/TRANSFERORS /SELLERS of Rs. 2,18,00,000/- (Rupees Two Crore Eighteen Lakhs Only), less TDS, will be paid to both Mr. SURESH JASHAN SHAROFF and to the other Vendor /Transferor Mrs. ANUSHA SURESH SHAROFF, equally. They hereby agree and attest their signature/s here under as accepted.

15. The Society transfer charges + GST will be paid by the VENDOR/ TRANSFERORS SELLERS and PURCHASERS/TRANSFEREES equally. Incase of any other charges laid by the society, the VENDOR/ VENDORS/TRANSFERORS/SELLERS must inform

to the PURCHASERS/TRANSFEREES in advance before execution of AGREEMENT FOR SALE / SALE DEED (In this case Rs. 17,700/-). No other hidden charges shall be discovered post execution of Agreement for Sale. In case of any hidden charges discovered post execution of Agreement for Sale, the same shall be paid by the VENDORS TRANSFERORS /SELLERS herein.

16. Both the parties herein declare and confirm that on and after the execution of this Agreement For Sale, they will not deal with anyone else.
17. The VENDORS/TRANSFERORS/SELLERS hereby declare that they have full right and absolute authority to enter into this AGREEMENT FOR SALE / SALE DEED and further transfer the said Flat and that they have not done or performed any act, deed, matter or things whatsoever whereby he may be prevented from entering into this AGREEMENT FOR SALE / SALE DEED and transfer of the said Flat as purported to be done hereby.
18. Time is the essence of this contract. Both the parties herein agree to abide by their obligations under this Agreement For Sale.
19. This AGREEMENT FOR SALE / SALE DEED shall not be amended, modified or supplemented, except by a written instrument executed by all the parties hereto. This AGREEMENT FOR SALE / SALE DEED supersedes all other writings executed between the parties or between any of them and particularly the understanding / agreement reached between the VENDORS/ TRANSFERORS/SELLERS and the PURCHASERS/TRANSFEREES in respect of transfer of the Flat.
20. All notices, consents and approvals to be given under this AGREEMENT FOR SALE / SALE DEED shall be in writing. The Notice shall always be served either through **Registered Post with Acknowledgment Due** or through courier service of repute to the **address of the respective party** as mentioned above. The Notice shall be considered to **have been duly served** upon the other party either on the date of which it is actually **received by the other party** or on the day after 3 clear working days such Notice has been **posted through registered post with acknowledgment due** or has been handed over to **courier service, whichever is earlier**, irrespective of whether such Notice is received or not by the other party. Any change in the address of any of the parties shall be notified in writing to the other party.
21. This AGREEMENT FOR SALE / SALE DEED has been executed at Mumbai. the property is situated at Mumbai and the payment is made at Mumbai, hence it is subject

to the jurisdiction of the courts of law at Mumbai.

22. It is specifically agreed and understood that the VENDORS/TRANSFERORS SELLERS on receiving and realizing of **Rs.2,18,00,000 - (Rupees Two Crore Eighteen Lakhs Only)** from the PURCHASERS/TRANSFEREES as mentioned hereinabove shall handover vacant and peaceful possession and assignment of the said Flat No. 0505 in B-Wing of J.P Decks Co-op. Housing Society Ltd., along with **1** allotted vehicle parking space on the **Ground** Level, to the PURCHASERS/ TRANSFEREES and this **AGREEMENT FOR SALE / SALE DEED** shall be deemed as **DEED OF SALE & ASSIGNMENT**. The PURCHASERS/TRANSFEREES shall then be the absolute owners of the said flat and said shares.

23 The Vendor and Purchaser are assessed to Income Tax under following :-

VENDOR / VENDORS/TRANSFERORS/SELLERS PAN DETAILS

- |                                 |                                    |
|---------------------------------|------------------------------------|
| (1) Mr. SURESH JASHAN SHAROFF,  | PAN No. <b><u>BDNPS3099E</u></b> , |
| (2) Mrs. ANUSHA SURESH SHAROFF, | PAN No: <b><u>CDOPS5606K</u></b> , |

PURCHASERS / PURCHASERS/TRANSFEREES PAN DETAILS

- |                                |                                    |
|--------------------------------|------------------------------------|
| (1) Mr. NAJIR MOHAMED SHAIKH,  | PAN No: <b><u>CDPPS5652C</u></b> , |
| (2) Mrs. ENJEELA NAJIR SHAIKH, | PAN No: <b><u>CDLPS4724D</u></b> , |

SCHEDULE OF THE PROPERTY

Residential Flat bearing No. **B-0505** admeasuring **94.07** sq mtrs Built up area or thereabouts, including the enclosed balcony area, the sanctioned Plans include the provisions for Niche; Duct and Slabs; Flower Beds; Elevation Features etc. for beneficial use of the said premises on the 5TH Floor in "B" Wing in the building known as "JP DECKS" situated at Opposite Gokuldharm, General Arun Kumar Vaidya Marg, Malad (East), Mumbai- 400 097, bearing Survey No.267, Hissa No.1/1 (pt), C.T.S. No. 610A/1/A/1B & 610/1A/1A(pt) of Village- Malad (East), Taluka- Borivali, Mumbai Suburban District, along with 1 (one) allotted Car Parking Space on Ground Level since **May 2013**. The building consists of Basement + Ground + 1<sup>st</sup> to 3<sup>rd</sup> Podium Level + Stilts + 1<sup>st</sup> to 39<sup>th</sup> Upper Residential Floors (with Lifts) and Year of Construction completion is **2018**,

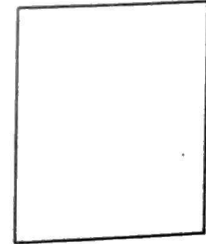
IN THE WITNESSES WHEREOF both the parties are putting their respective seals and signature to the day and year as mentioned above.

SIGNED AND DELIVERED BY THE  
with named the VENDORS TRANSFRORS SELLERS

1) Mr. SURESH JASHAN SHAROFF

PAN: BDNPS3000E

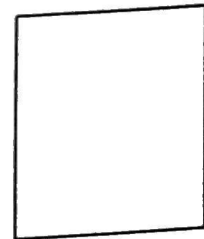
AADHAR No. 9574 3527 2689



2) Mrs. ANUSHA SURESH SHAROFF

PAN: CDOPS5606K

AADHAR No. 8487 7017 0246



in the presence of .....

1. \_\_\_\_\_

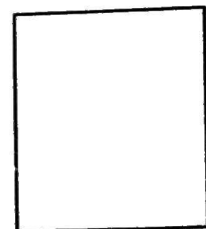
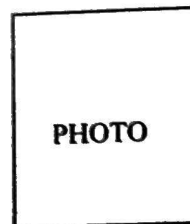
2. \_\_\_\_\_

SIGNED AND DELIVERED BY THE  
WITHNAMED PURCHASERS/TRANSFEREES)

(1) Mr. NAJIR MOHAMED SHAIKH

PAN: CDPPS5652C

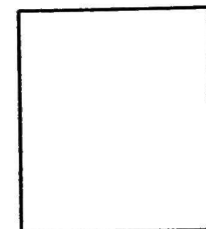
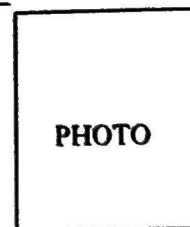
AADHAR No: 6489 8367 7360



(2) Mrs. ENJEELA NAJIR SHAIKH

PAN: CDLPS4724D

AADHAR No: 3783 9670 5701



in the presence of .....

1. \_\_\_\_\_

2. \_\_\_\_\_

**RECEIPT**

RECEIVED from the within named PURCHASERS /TRANSFEREES **MR. NAJIR MOHAMED SHAIKH and MRS. ENJEELA NAZIR SHAIKH**, token amounts, as per chart, towards the sale and transfer of Flat No. **0505**, Tower **B** along with 1 car Parking Space on Ground Level at "JP DECKS CHS LTD", Opposite Gokuldham, General Arun Kumar Vaidya Marg, Malad (East), Mumbai- 400 097.

DATE	BANK NAME	FAVOUR OF	CHEQUE NO	AMOUNT Rs.	TOTAL AMT
20/09/2023	BANK OF INDIA	SURESH JASHAN SHAROFF	715270	Rs.3,00,000/-	Rs.3,00,000/-
20/09/2023	BANK OF INDIA	SURESH JASHAN SHAROFF	715271	Rs.2,00,000/-	Rs.5,00,000/-
			TOTAL	Rs.5,00,000/-	Rs.5,00,000/-

**WE, SAY RECEIVED Rs. 5,00,000/-**

(Thru POA Holder SANJAY BAHADUR VARMA)

**MR. SURESH JASHAN SHAROFF & MRS. ANUSHA SURESH SHAROFF**

**(TRANSFERORS)**

**WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_



STATE ROAD AND BUILDING CORPORATION

No. SRA/ENG/2470/PN/PL/AF

Date:

Shri R. R. Khandeparkar

Of M/s. V.S. Vaidya & Associates,

4, 7, Hind Rajasthan Building,

Dadasaheb Phalke Marg, Dadar (E),

Mumbai - 400 014.

Sub :- Full Occupation Permission for Sale Building no.4 in bare shell form i.e. in Basement + Ground + 1<sup>st</sup> to 3<sup>rd</sup> Podium levels + Stilts + 39<sup>th</sup> Upper Residential floors in S.R. Scheme on plot bearing part of CTS No. 610 (pt.) i.e. New CTS No. 610A/1A/1B of village Malad - E for "Sanjay Gandhi Nagar SRA CHS Ltd." Amalgamated with S.R. Scheme for "Durgamata SRA CHS Ltd." situated on Part of CTS No. 610A/1A/1A of village - Malad - East at General Arunkumar Vaidya Marg, Malad (East) Mumbai.

Ref: Your application dated 18/6/2018.

Sir,

With reference to the letter submitted by Developer M/s. J. P. Infra (Mumbai) Pvt. Ltd. to this office, I have to inform you that the permission to occupy the Basement + Ground + 1<sup>st</sup> to 3<sup>rd</sup> Podium levels + Stilts + 39<sup>th</sup> Upper Residential floors of Sale Building on plot bearing CTS No. 610 (pt.) i.e. New CTS No. 610A/1A/1B of village Malad - E for "Sanjay Gandhi Nagar SRA CHS Ltd." Amalgamated with S.R. Scheme for "Durgamata SRA CHS Ltd." situated on Part of CTS No. 610A/1A/1A of village - Malad - East at General Arun Kumar Vaidya Marg, Malad (East) Mumbai, completed under supervision of L.S. Shri R. R. Khandeparkar of M/s. V.S. Vaidya & Associates, having license No. K/399/LS, Structural Engineer Shri. Umesh Joshi having License no. STR/J-23 and Site Supervisor Shri. N. M. Dalvi having License No. D/316/SS-II as per the plans submitted by you is here by granted subject to the following conditions.

- 1) The Full Occupation Permission for Sale Building in bare shell form is granted to Basement + Ground + 1<sup>st</sup> to 3<sup>rd</sup> Podium levels + Stilts + 39<sup>th</sup> Upper Residential floors of Sale Building in Bare Shell form
- 2) That the balance LO/IOA conditions shall be complied with before requesting for further approvals to the balance Sale component.
- 3) That the certificate under section 270 A of BMC Act shall be obtained from A. E (WW) 'P/N' ward and a certified copy of the same shall be submitted of this office.

- 4) The granting of Part Occupation for Sale Building in bare shell form to Basement + Ground + 1<sup>st</sup> to 3<sup>rd</sup> Podium levels + Stairs + 39<sup>th</sup> Upper Residential floors of Sale Building in bare shell form shall not affect/change the authentic portion of remaining building.

A set certified plan is returned herewith please.

Note :- This permission is issued without prejudice to action under Section 353A/471 of BMC Act.

Yours faithfully

*-sd-*  
Executive Engineer - III  
Slum Rehabilitation Authority

Copy to:

- 1) Developers: - M/s. J.P. Infra (Mumbai) Pvt. Ltd.
- 2) Asst. Commissioner P/N Ward.
- 3) A.E.W.W. (P/N) Ward
- 4) A.A. & C (P/N) Ward.
- 5) H.E. of MCGM.

For information please

*Rah*  
30-03-19  
Executive Engineer - III  
Slum Rehabilitation Authority