



AGREEMENT FOR SALE

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THIS AGREEMENT FOR SALE is made and entered into at Mumbai on this 12th Day of August 2022, BETWEEN SMT. REKHA DEEPAK SHAH, aged 72 years, (P.A.N. JVUPS7261D), an adult Indian Inhabitant of Mumbai, residing at and Owner of Flat No. C/801, Eighth Floor, Malad Bharat Co-Operative Housing Society Limited, Marve Road, Malad (West), Mumbai - 400 064; hereinafter referred to as "THE TRANSFEROR" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include her heirs, executors, administrators and permitted assigns) of the FIRST PART;

AND

MR. MANISH RAMNIKLAL CHHATBAR, aged 45 years, (P.A.N. AFZPC4432J) & MRS. RACHANA MANISH CHHATBAR, aged 42 years, (P.A.N. ACQPL3254P), both adult Indian Inhabitants of Mumbai residing at Flat No. A/201, Second Floor, Mangal Murti, Liberty Garden Road No. 1, Malad (West), Mumbai - 400 064; hereinafter jointly referred to as "THE TRANSFEREES" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, administrators and assigns) of the SECOND PART.

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WHEREAS:

It has been represented by the Transferor to the Transferees as follows:-

1) MALAD BHARAT CO-OPERATIVE HOUSING SOCIETY LIMITED, a Co-Operative Society registered under the Maharashtra Co-Operative Societies Act, 1960 (Mah. XXIV of 1961) under Registration No. BOM/HSG./4365 having its Registered Office at Bharat Apartment, Marve Road, Malad(West), Mumbai - 400 064, (hereinafter referred to as 'the Society'), is the legal and lawful owner of all that piece or parcel of land or ground together with the structure standing thereon and known as 'Bharat Apartment' situate, lying and being in Marve Road, Malad (W), Mumbai - 400 064, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bearing City Survey Nos. 634, admeasuring about 3483.70 square meters (hereinafter referred to as 'the Said Property');



2) Under the premises aforesaid, the Society is seized and possessed of or otherwise well and sufficiently entitled to the 'said property'.

3) The building known as 'BHARAT APARTMENT' was occupied by the Members and Shareholders of the Society;

4) One MR. DEEPAK N. SHAH, was the bonafide member of the Said Society and was holding Share Certificate No. 37 for 5 fully paid up shares of Rs. 50/- each bearing distinctive numbers from 186 to 190 (both inclusive) aggregating to the total share capital of Rs. 250/- of the Said Society (hereinafter referred to as "the Said Old Shares");

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By virtue of the membership of the Said Society, MR. DEEPAK N. SHAH was also holding the Ownership rights over the residential premises bearing Flat No. A/301, admeasuring about 622.50 Sq. Ft. Carpet area on Third Floor in the building known as Bharat Apartment,

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situated on the Said Property; (hereinafter referred to as "the Said Old Premises");

- 6) The Society in its Special General Body Meeting held on 20th day of February 2005 unanimously decided to demolish the existing building/s standing on the said property and construct new building/s and construct additional wings. Pursuant to the aforesaid resolution the Society invited offers from the Builders/Developers for the re-development of the said property and the offer received from M/S. PARIKH BUILDERS, which was the higher offer, was accepted and approved by the Members and the Members, therefore, decided to entrust the development rights in respect of the said property to M/S. PARIKH BUILDERS (hereinafter referred to as Builders/Developers);

- 7) Pursuant to the said resolution, by a Development Agreement dated 10th May 2006 and Registered with the Sub-Registrar at Borivli, Mumbai, Serial No. 04454/2005, made between the Society of the One Part and the M/S. PARIKH BUILDERS, therein referred to as 'the Developer' of the Other Part, the said Society allowed the Builders to re-develop the said property by demolishing the existing structure standing thereon and construct additional area as and by way of Transfer of Development Rights (TDR) by purchasing Development Rights Certificate (DRC) from open market on the terms and conditions therein contained.



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- 8) M/S. PARIKH BUILDERS, have purchased necessary DRC for construction of additional area by purchasing the TDR from the open market and the Municipal Corporation of Greater Mumbai has sanctioned plans for construction of additional area on the said property and have issued I.O.D. and C.C. bearing Nos. CHE/9077/BP (WS)/AP for Bldg. No.1 and CHE/9078/BP(WS)/AP for Bldg. No. 2;

- 9) Under the aforesaid Development Agreement dated 10th May, 2006 made and entered into between the said Society and the Builders, it is inter alia

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agreed that the Purchaser of flats in the additional area to be constructed by the Builders will be admitted as members of the said Society along with the existing members with the same rights, privileges and benefits which are enjoyed by the existing members and purchasers of the tenements/flats have to acquire necessary shares of the said Society and pay admission/entrance fees to the Society;

10) As per the terms and conditions of the above referred Development Agreement dated 10th May, 2006, M/S. PARIKH BUILDERS (the Builders/Developers), a sole Proprietary concern of SHRI PANKAJ S. PARIKH, having his Office at 303, Vikas Chambers, Mith Chowky, Link Road, Malad (West), Mumbai - 400,064; re-developed the Said



and constructed flats therein in a Building named as "Bharat Apartment". M/S. PARIKH BUILDERS, had purchased necessary D.R.C for the construction of additional area by purchasing the TDR from the open market and the Municipal Corporation of Greater Mumbai has sanctioned plans for construction of additional area on the said property and M/S. PARIKH BUILDERS re-developed the land described in the Schedule hereunder and constructed flats therein along with the additional Flats/ Galas as per sanction plans in a Building named as "Bharat Apartment";

12) As per the terms and conditions of the Development Agreement dated 10th May, 2006 each and every members of the Said Society were entitled to a new premises in the proposed new building to be constructed by the Said Developers in lieu of their Said Existing Premises;

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₹ 39 ₹ By and under the Permanent Alternate Accommodation Agreement		

dated 31/12/2007, duly registered with the Office of Sub Registrar of Assurance under Serial No. BDR12 - 03210 - 2008, dated 23/04/2008, made and entered into between MALAD BHARAT CO-OPERATIVE

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HOUSING SOCIETY LIMITED therein referred to as "the Society", of the First Part, M/S. PARIKH BUILDERS, therein referred to as "Developers" of the Second Part, & MR. DEEPAK N. SHAH, therein referred to as "Member" of the Third Part, the Developers therein along with the consent of the Society had agreed to allot to "Member" the ownership rights of a residential flat bearing Flat No. C/801, admeasuring about 603.50 Sq. Ft. Carpet area on Eighth Floor in the Building known as Malad Bharat Co-Operative Housing Society Limited, situated at Marve Road, Malad (West), Mumbai - 400 064; constructed on the plot of land bearing C.T.S. Nos. 634 of Village Malad North in Borivali Taluka of Mumbai Suburban District, (hereinafter referred to as "the Said Premises") more particularly described in the Schedule hereunder, together with the ownership rights and all other rights, title, interest and benefits thereof, on the terms and conditions mentioned therein the Said Agreement for Permanent Residential Accommodation dated 31/12/2007 and in lieu of surrendering all his right, title and interest over the Said Premises;



- 14) After the redevelopment of the property of the Said Society, the new premises offered to the existing members of the Said Society, the Said Society had issued the new share certificate to its existing members and the Said Society on 06/09/2009 had issued the new Share Certificate bearing No. 041 for 5 fully paid up shares of Rs. 50/- each bearing distinctive nos. 201 to 205 (both inclusive) aggregating to the total share capital of Rs. 250/- of the Said Society in favour of MR. DEEPAK N. SHAH (hereinafter referred to as "the Said Shares");

MR. DEEPAK N. SHAH		
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- 15) The said MR. DEEPAK N. SHAH died at Mumbai on 05/05/2009, leaving behind him, his widow SMT. REKHA DEEPAK SHAH, his Son MR. NIKUNJ DEEPAK SHAH & his Daughter MISS. MOSAM DEEPAK SHAH, as his only legal heirs and representatives to inherit all his right, title, interest over the Said Premises and the Said Shares;

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16) By and under Release Deed dated 23/05/2022, duly registered with the Office of Sub Registrar of Assurances under Serial No. BRL6 - 11198 - 2022, dated 23/05/2022, made and entered into between MR. NIKUNJ DEEPAK SHAH & MISS. MOSAM DEEPAK SHAH, therein referred to as "the Releasers", the Party of the First Part and SMT. REKHA DEEPAK SHAH, therein referred to as "the Releasee", the Party of the Second Part, the Releasers therein had released all their 2/3rd undivided right, title and interest over the Said Premises of late MR. DEEPAK N. SHAH over the Said Premises without any monetary consideration in favour of SMT. REKHA DEEPAK SHAH;

17) The Said Society had duly transferred the membership of the Said and the Said Shares in the sole name of SMT. REKHA DEEPAK SHAH on 25/06/2022;

In the manner afore said, SMT. REKHA DEEPAK SHAH, "the Releasee" herein became the absolute and exclusive owner, fully possessed of and well sufficiently entitled to ownership of Flat AC/807 measuring about 603.50 Sq. Ft. Carpet area on Eighth Floor, in Malad Bharat Co-Operative Housing Society Limited; situated at Marve Road, Malad (West), Mumbai - 400 064;

19) In consequence of the membership of the Said Society, the Transferor is entitled to use, enjoy, occupy and possess the Said Premises on what is popularly known as "on ownership basis";

20) The Transferor further covenants with the Transferees as under:

a) The Transferor has confirmed that Late Mr. Deepak Natwarlal Shah personally nor his legal heirs through any of his agent/s or Constituted Attorney have or had at any time hereto either created or create any third-party rights or right, title, interest or claim over in respect of the Said Premises.

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