

2. The Seller hereby transfer and assign all their rights, title and interest in the **Flat no. 1801, on 18th Floor**, in the Society known as " **BHAGATANI SHIV SHRUSHTI CHSL**" subject to receiving Full and Final consideration/ payment,

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and the Purchasers herein have agreed to acquire all their rights, title and interest in the said Flat subject to making Full and Final payment.

3. The Seller are an Indian resident, the Purchaser are liable to deduct tax @ 1% on the total consideration for the transfer of the Said Unit and pay the same to the Income Tax Department as per the provisions of Section 194 - IA of the Income Tax Act 1961. The Purchaser shall provide the certificate of deduction of tax at source in Form No. 16 B to the Seller.
4. The Seller hereby transfer all their rights, title and interest in the above Flat upon receipt of the Total Consideration of **Rs. 1,95,00,000/- (Rupees One Crore Ninety Five Lakhs only)** payable by the Purchasers to the Seller as follows:

- (a) Rs. 51,000/- (Rupees Fifty One Thousand Only) Paid by Cheque No. 936842 dtd. 12.11.2023 drawn on State Bank of India..
- (b) Rs. 2,00,000/- (Rupees Two Lakhs only) vide RTGS no. HDFCR52023120559675881 dtd. 05.12.2023 drawn on HDFC Bank
- (c) Rs. 2,00,000/- (Rupees Two Lakhs only) vide RTGS no. HDFCR52023120559670092 dtd. 05.12.2023 drawn on HDFC Bank
- (d) Rs. 2,00,000/- (Rupees Two Lakhs only) vide RTGS no. HDFCR52023120660033784 dtd. 06.12.2023 drawn on HDFC Bank
- (e) Rs. 2,00,000/- (Rupees Two Lakhs only) vide RTGS no. HDFCR52023120660031591 dtd. 06.12.2023 drawn on HDFC Bank
- (f) Rs. 4,00,000/- (Rupees Four Lakhs only) vide RTGS no. HDFCR52023120860623896 dtd. 08.12.2023 drawn on HDFC Bank
- (g) Rs. 1,95,000/- (Rupees One Lakh Ninety Five Thousand Only) as a TDS amount to be paid by purchasers within stipulated time and issue TDS Certificate to seller.

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- (h) Rs. _____/- (Rupees _____ Only) being the balance amount of consideration shall be paid by the purchasers or the Financial Institution / Bank to the Seller after complying with all



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about 875 square Ft. carpet area on ownership basis.

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AND WHEREAS the provisions of the Maharashtra Ownership Flat Act (MOFA) are applicable to the above said Flat.

AND WHEREAS the party of the first part by virtue of being the member of the said Society viz. **BHAGATANI SHIV SHRUSHTI CO-OPERATIVE HOUSING SOCIETY LIMITED** has been holding **Share Certificate No. 099** each for five fully paid shares of Rs. 50/- each bearing distinction nos. **491 to 495** respectively (both inclusive).

AND WHEREAS the Seller has represented to the Purchasers that they have been holding the above said Flat as stated hereinabove and being the owner of the Flat they are desirous of disposing off their rights, title, interest in the said Flat and the Purchasers herein have agreed to acquire all the rights, title and interest of the Seller on the following terms and conditions:

AND WHEREAS the Seller is desirous of selling and conveying the Premises and disposing off his rights, title, interest in the Premises to the Purchasers and the Purchasers herein has agreed to purchase the Premises free and clear of all claims, demands, notices, charges, liens, attachments, mortgages, disputes and encumbrances of any nature whatsoever on the following terms and conditions:

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. The aforestated Preamble is an integral part of this Agreement and binding on the Parties.
2. The Seller hereby transfer and assign all their rights, title and interest in the **Flat no. 1801, on 18th Floor**, in the Society known as " **BHAGATANI SHIV SHRUSHTI CHSL**" subject to receiving Full and Final consideration/ payment,

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interest in the property of the society that is **Flat No. 1801, on 18th floor**, in the society known as **BHAGATANI SHIV SHRUSHTI Co-op. Housing Society Limited**, constructed on property bearing C.T.S. No. 11-B/11, 11-B/11/28 to 93, 11-C (pt), 11-H, 11-H/106, 11-H/122 to 190 of Village Chandivali, Taluka Kurla situated at Near S. M. Shetty School, Chandivali, Mumbai - 400072,.

AND WHEREAS the Seller herein had purchased a **Flat No. 1801 on 18th floor, along with one Car Parking Space no. 20**, in the Building known as "**SHIV SHRUSHTI TOWER**" , Constructed as per the sanctioned plans of Mumbai Municipal Corporation, on property bearing C.T.S. No. 11-B/11, 11-B/11/28 to 93, 11-C (pt), 11-H, 11-H/106, 11-H/122 to 190 of Village Chandivali, Taluka Kurla situated at Near S. M. Shetty School, Chandivali, Mumbai - 400072, admeasuring about **875 sq. ft. carpet area**. hereinafter referred to as "**SAID FLAT**"

AND WHEREAS Vide Agreement dated 20.02.2015 executed between **Capt. Shailendra Sharma & Mrs. Alka Sharma** as party of the One Part and **Mr. Gulam Hussain M. H. Memon** as party of the Second Part (Seller herein) for valuable consideration as mentioned in sale agreement there in. The said agreement was registered with the sub registrar of Kurla Vide registration No. KRL-2/1604/2015 dt. 21.02.2015.

AND WHEREAS the party of the first part herein **Capt. Shailendra Sharma & Mrs. Alka Sharma**, had purchased the said Flat with his own funds from **M/S. JAYCEE HOMES & HOTELS LTD**, the developer vide an agreement dtd. 18.12.2006 as per the terms and conditions mentioned therein and registered the document with the sub registrar of Kurla vide registration No. BDR-7-00253-2007 dtd. 12.01.2007.

AND WHEREAS the Seller herein are presently holding the said Flat admeasuring about **875 square Ft. carpet area** on ownership basis.

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Flat No. 1801 at Bhagatani Shiv Shrushti

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai, on this ____ day of _____ 2024,

BETWEEN

MR. GULAM HUSSAIN M. H. MEMON, aged about 45 years, presently residing at 1506, Shiv Srishti Building, Chandivali Road, Powai, Mumbai- 400072., **through its Power of Attorney Holder Mr. Mr. Mohammed Arif Hussain Memon** hereinafter referred to as the '**SELLER**', (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and permitted assigns) of the **ONE PART**;

AND

1) **MR. YASH PRADIP JADHAV** age 25 years, 2) **MR. PRADIP SUKHDEO JADHAV** age 54 years and 3) **MRS. VANDANA PRADEEP JADHAV** age 55 years all having address at Flat no. B-4, " A" Wing, R-301, Saki Hill View CHSL, Saki Vihar Complex, Ansa Company, Saki Vihar Road, Mumbai - 400072., hereinafter referred to as the '**PURCHASERS**' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include them, their heirs, executors, administrators and permitted assigns) of the **OTHER PART**;

WHEREAS since then the party of the first part is member of the **BHAGATANI SHIV SHRUSHTI Co-op. Housing Society Limited**, having address at Near S. M. Shetty School, Chandivali, Mumbai - 400072 a society duly registered under the Registrar of Co-operative Societies at Mumbai under Maharashtra Co-operative Societies Act, 1960 registered under **Registration No. MUM-2/W-L/HSG/TC/9280/2007 dtd. 03.11.2007** (hereinafter called "**THE SAID SOCIETY**") holding shares and

interest in the property of the society that is **Flat No. 1801, on 18th floor**, in the



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Flat No. 1801 on 18th floor, along with one Car Parking Space no. 20, admeasuring 875 sq. ft. carpet area, in building known as ' Shiv Shrushti Tower' , belonging society known as **Bhagatani Shiv Shrushti Co-op. Hsg. Society Ltd**, situated Near S. M. Shetty School, Chandivali, Mumbai - 400072, constructed in the year 2007 on the property bearing C.T.S. No. 11-B/11, 11-B/11/28 to 93, 11-C (pt), 11-H, 11-H/106, 11-H/122 to 190, of Village Chandivali, Taluka Kurla in the Registration District of Mumbai Suburban Dist. Mumbai. The building consist of ground + 18 upper floors with lift

IN WITNESS WHEREOF the parties hereto have put and subscribed their respective hands and seal the day and year first hereinabove mentioned:

SIGNED AND DELIVERED by the)
Within named The ' SELLER')
MR. GULAM HUSSAIN M. H. MEMON)
Pan no. BQPPM2613F)
Through its Power Attorney Holder)
Mr. Mohammed Arif Hussain Memon)
in the presence of)
_____)

SIGNED AND DELIVERED)
withinnamed The ' PURCHASER')
1) MR. YASH PRADIP JADHAV)
Pan no. BVSPJ5245A.)
)
)
2) MR. PRADIP SUKHDEO JADHAV)
Pan no. ACLPJ5150B)

3) MRS. VANDANA PRADEEP JADHAV)
Pan no. AMNPJ7933L)
in the presence of)
_____)

done or performed any act, deed, matter or things whatsoever whereby they may be prevented from entering into this Agreement For Sale.

20. As purported to be obstructed prevented or hindered in enjoying the rights to be conferred or transferred or assigned in his favour or whereby quiet and peaceful enjoyment possession of the seller in respect of the said Flat may be disturbed and in the event of it being found that the seller were not entitled to enter into this Sale Deed due to such reasons the seller be liable to pay compensate, indemnify and or reimburse the purchasers all the loss or damage which the purchasers may suffer or sustain in this behalf.
21. The Seller hereby undertake to furnish any other documents, which may be required by the Purchasers to make the title of the said Flat complete and absolute without claiming any extra charges or compensation. The Seller also agrees and undertake to sign any other documents or forms with regards to transfer of Flat and also undertake to pay the Stamp Duty on all the earlier transaction, if any.
22. The agreement for sale shall always be subject to the provisions of the Maharashtra Apartment ownership Act 1970/ Maharashtra ownership flat Act 1963 (Regulation of the formation construction sale, Management and Transfer) Rules 1964.
23. This Agreement has been executed in Mumbai. The property is situated in Mumbai and the payments are made in Mumbai and the payments are made in Mumbai. Hence it is subject to **jurisdiction of Mumbai Courts of Law**.

THE SCHEDULE OF ABOVE PROPERTY

Flat No. 1801 on 18th floor, along with one Car Parking Space no. 20, admeasuring **875 sq. ft. carpet area**, in building known as ' Shiv Shrushti Tower' , belonging society known as **Bhagatani Shiv Shrushti Co-op. Hsg. Society Ltd**, situated Near S. M. Shetty School, Chandivali, Mumbai - 400072, constructed in the year 2007 on the property bearing C.T.S. No. 11-B/11, 11-B/11/28 to 93, 11-C (pt), 11-H, 11-H/106, 11-H/122 to 190, of Village Chandivali, Taluka Kurla in the Registration District of Mumbai Suburban Dist. Mumbai. The building consist of ground + 18 upper floors with lift

transfer and handing over of possession to the Purchasers by the Seller. All the terms and conditions of such previous Agreement, Undertakings, Declarations, Affidavits and other documents, etc. will be applicable on the Purchasers.

16. It is agreed by and between the parties hereto that the Seller shall obtain No-objection certificate from the society for the transfer of the said Flat, from the name of the Seller to the Purchasers and shall hand over copy of the same to the Purchasers.
17. Should there be any claim in respect of the said Flat from any person or persons or any authority pertaining to any period prior to the transfer of the said Flat in the names of the Purchasers, the Seller shall indemnify the Purchasers against any such claims by settling such claims from their own funds only and taking all the legal responsibilities upon them.
18. The Seller hereby undertakes and declares that in case any nomination, assignment, lien or charge in respect of the said Flat have been made and/or created by the Seller and/or anyone else claiming through them prior to this day, in favor of any person or persons other than the said Purchasers, the same shall be after the execution of **THESE PRESENTS**, be deemed to be null and not binding upon the said Ad hoc Committee/ Builders and/or the Purchasers.
19. The Seller hereby transfer their interest in the said Flat to the Purchaser, and the Purchasers shall be entitled to hold, possess, occupy and enjoy the said Flat without any interruption from the Seller or anyone else claiming through them. The Seller further declare that they have full right and absolute authority to enter into this Agreement and transfer the said Flat and that they have not

done or performed any act, deed, matter or things whatsoever whereby they may be prevented from entering into this Agreement For Sale.

20. As purported to be obstructed prevented or hindered in enjoying the rights to be conferred or transferred or assigned in his favour or whereby quiet and peaceful enjoyment possession of the seller in respect of the said Flat may be disturbed and in the event of it being found that the seller were not entitled to enter into this Sale Deed due to such reasons the seller be liable to pay

Original receipts provided by the Builder to the Seller for the payments made on the purchase of the Premises by the Seller and other charges as per the agreement for sale.

Available original maintenance receipts of payments made to Society.

Last Paid Electricity Bill.

Parking card if any

Last BMC / Property Tax Paid Bill / Receipt.

Complete Set of keys of the Flat

12. The Seller shall execute all the relevant papers required for the effective transfer of the said Flat. Also, in future they undertake to co-operate with the Purchasers and will execute all such further papers/documents/writings whatsoever for the effective transfer of the said Flat.
13. The Purchasers agrees that he will abide by the terms and conditions of Agreement for Sale by Builder entered into between the Seller and Builder/ Developer.
14. The Stamp Duty and registration charges, payable on this agreement shall be borne and paid by the Purchasers alone. Stamp Duty and registration charges, if any, payable on any prior agreements shall be borne and paid by the seller alone. The Transfer Fee to the said society will be paid by the Seller and Purchasers equally.
15. The Purchasers agreed and declares that they have verified and inspected the said Flat to their satisfaction and read all the agreements and other documents between the Seller and Developer and are fully conversant with the status, terms and conditions of the same. The Purchasers agrees that they will be abide by terms and conditions of all such Agreement, documents, Undertakings, Declarations, etc. between Seller and Developer till the date of

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transfer and handing over of possession to the Purchasers by the Seller. All the terms and conditions of such previous Agreement, Undertakings, Declarations, Affidavits and other documents, etc. will be applicable on the Purchasers.

16. It is agreed by and between the parties hereto that the Seller shall obtain No-objection certificate from the society for the transfer of the said Flat, from the name of the Seller to the Purchasers and shall hand over copy of the same to the Purchasers.

8. The purchasers hereby declare, confirm and agrees to become a member of the "**Bhagatani Shiv Shrushti Co-op. Housing Society Limited,**" , and abide by its rules and regulations and bye-laws of the said society from time to time in force.
9. The Seller hereby declare and confirm that the said Flat absolutely belongs to them and that they have not created any gift, pledge, lease, loan, mortgage, charge, lien, encumbrances or attachment of any Statutory Authorities or otherwise and there is no litigation, stay or any legal proceedings with regard to the said Flat in any court of Law, Taxing Authorities or with Municipality or Society authorities. The Seller further undertake to indemnify the Purchasers against any such claim laid by anyone at a later date whatsoever.
10. The Seller shall release, relinquish, give up and surrender all their rights, title and interest in the said Flat in favor of the Purchasers on receipt of full and final consideration.
11. The Seller shall hand over original agreement/s and/or all other relevant documents entered into by them with the concerned authorities/Builders, to the Purchasers for their record on executing this agreement.

Original Registered agreement dtd. 20.02.2015 registration no. KRL-2-1604-2015 dtd. 21.02.2015.

Original Registered agreement dtd. 18.12.2006 registration no. BDR-7-00253-2007 dt. 12.01.2007

Original Share Certificate No. 099 bearing Distinctive Nos. 491 to 495

Possession letter

NOC from the Builder confirming and acknowledging the proposed sale and transfer of ownership of the Premises from the Seller to the Purchasers

Original receipts provided by the Builder to the Seller for the payments made on the purchase of the Premises by the Seller and other charges as per the agreement for sale.

Available original maintenance receipts of payments made to Society.

Last Paid Electricity Bill.

Parking card if any

- (h) Rs. _____/- (Rupees _____ Only) being the balance amount of consideration shall be paid by the purchasers or the Financial institution / Bank to the Seller after complying with all the required formalities with the Financial institution and obtaining loan. Within on or before 30 days from the date of registration of this present whichever is earlier.
5. The Seller against the full and final payment being realised will handover quiet, vacant and peaceful possession of the said Flat to the Purchasers as absolute owner thereof.
6. The Seller doth hereby declare that the said Flat is free from all encumbrances, claims and demands whatsoever and that they are otherwise fully entitled to deal with or dispose off the same and undertake to keep the Purchasers indemnified in this behalf. The Seller also agrees to sign and execute all such transfer forms, papers and documents as may be necessary in favor of the Purchasers or their nominee/s.
7. The Purchasers hereby agrees to pay all the taxes, monthly contributions and all other outgoings, in respect of the said Flat or any other payments which may be called upon to pay by the Society from the execution of this agreement, The Seller also hereby agrees to pay all the outstanding dues all the taxes, monthly contributions and all other outgoings, and or to Reliance Energy Ltd, BMC and or to any local/State Government authority before the execution of this agreement, and hereby further undertakes that in no case the Purchasers shall be liable for payment of dues of the Builder as per their agreement or of Reliance Energy Ltd., BMC, or any local / State Government authority pertaining to the period prior to Execution of this agreement.

8. The purchasers hereby declare, confirm and agrees to become a member of the "**Bhagatani Shiv Shrushti Co-op. Housing Society Limited,**" , and abide by its rules and regulations and bye-laws of the said society from time to time in force.