

1  
Mr. Parbhaj Khora

**AGREEMENT FOR SALE**

This Agreement for Sale is made and entered into at Mumbai, this \_\_\_\_\_ day of January, 2024, BETWEEN (1) MR. JIGAR PRAVINCHANDRA VISARIYA aged about 37 years (PAN: ADMPV0810G) & (2) MR. PRAVINCHANDRA KUNVARJI VISARIYA aged about 68 years (PAN: AAAPV4945K) both of them Hindu, Adult, Indian Inhabitants, owners of Flat No.103, First Floor, Pram Ganga Co-op. Hsg. Soc. Ltd., Kasturba Road, Mulund (West), Mumbai-400080, hereinafter jointly referred to as the "TRANSFERORS" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns) of the **FIRST PART;**

**AND**



**MR. PRIYANSH SANJAY MARU** aged about 34 years (PAN: **AZAPM8282D**) Hindu, Adult, Indian Inhabitant, having address at Flat No.7, Shiv Nivas Co-op. Hsg. Soc. Ltd., Plot No.234, Ram Milanji Shukla Marg, Opp. G.T.B. Nagar Station, Sion (East), Mumbai-400022 through his Constituted Attorney **MR. SANJAY MULJEE MARU** aged about 59 years (PAN: **AADPM8422H**), hereinafter referred to as the "**TRANSFeree**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns) of the **SECOND PART.**

**WHEREAS** the Transferors herein **MR. JIGAR PRAVINCHANDRA VISARIYA & MR. PRAVINCHANDRA KUNVARJI VISARIYA** jointly had purchased, vide Agreement for Sale dated 15th June, 2010 a Flat bearing No.103 admeasuring 615 Sq. Feet Carpet Area on the First Floor of the building known as Pram Ganga, situated at Kasturba Road, Mulund (West), Mumbai-400080 from **Developers M/S. PREM DEVELOPERS** for the consideration and conditions contained therein, more particularly described in schedule given hereunder, hereinafter for the brevity sake the said flat shall be referred to as the "**Said Premises**"). The said Agreement for Sale is registered in the office of the Joint Sub Registrar of Assurance, Kurla-2, vide Sr. No.BDR7-04629-2010 on 16<sup>th</sup> June, 2010.

**AND WHEREAS** all the flat owners of the building '**Prem Ganga**' had formed and registered a Co-operative Housing Society named **PREM GANGA Co-operative Housing Society Limited**, under the Maharashtra Co-operative Societies Act 1960, vide Registration No.

MUM/WT/HSG/TC/9833/2008-09 Dated 10-12-2008, (hereinafter referred to as the "Said Society").

**AND WHEREAS** the Transferors herein **MR. JIGAR PRAVINCHANDRA VISARIYA & MR. PRAVINCHANDRA KUNVARJI VISARIYA** being members of the said society are allottees of 10 fully paid up shares of Rs.50/- each, bearing distinctive nos. **21 to 30 (Share Certificate No. 03)** issued on **8<sup>th</sup> April, 2012** (hereinafter referred to as the "**Said Shares**").

**AND WHEREAS** the Transferee came to know that the Transferors intend to sell the Said Premises and the Said Shares and hence approached them and has expressed his interest to purchase the Said Premises and the Said Shares and after negotiation between them the Transferors have agreed to sell the Said Premises and the Said Shares to the Transferee on the terms and conditions set out hereinafter.

**AND WHEREAS** the Transferee has informed to the Transferors that he intends to take a Housing Loan from Bank/Financial Institution against the mortgage of the Said Premises and the Said Shares. The Transferors undertake to provide NOC and other relevant documents which may be required for obtaining said Housing Loan.

**AND WHEREAS** upon negotiation between the parties herein, the Transferors have agreed to sell, assign and transfer the Said Premises and the Said Shares and the Transferee has agreed to purchase the Said Premises and the Said Shares from the



Transferors for an aggregate consideration of ₹ 1,53,95,000/- (Rupees One Crore Fifty Three Lakh Ninety Five Thousand Only) which comprises of (i) value of ownership of the Said Premises including all incidental rights attached thereto (ii) value of fittings and fixtures and (iii) all the benefits, right, title, interest of the share money reserve fund deposits including the deposits with the said Society, the Brihanmumbai Mahanagarpalika, Electric Meter Deposit, Mahanagar Gas Deposit and other deposits in respect of the Said Premises and the Said Shares with its appurtenances.

**AND WHEREAS** the Transferors have agreed to sell and transfer to the Transferee and the Transferee has agreed to purchase from the Transferors the Said Premises and the Said Shares at or for the price or consideration and on the terms and conditions as is hereinafter provided.

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

1. The recitals contained herein shall form the integral part of this Agreement for Sale as if the same are set out and incorporated herein.
2. The Transferors hereby state and declare as under:
  - (a) The Transferors are the owners of the Said Premises and the Said Shares.

(b) The Transferors have not entered into any agreement for sale, disposal or letting out of the Said Premises and the Said Shares with any other person and the Transferors are seized and possessed of the same.

(c) The Transferors have good right, full power and absolute authority to deal with and dispose of the Said Premises, the Said Shares and no one else.

(d) The Said Premises and the Said Shares are free from all encumbrances and the same are not mortgaged or in any manner charged for payment of any money to any person or financial institution.

(e) The Transferors have paid full consideration for the Said Premises and no part of consideration amount has remained unpaid or outstanding.

(f) The Transferors have abided by and complied with the rules regulations and bye-laws of the said society and their membership of the said society is still subsisting.

(g) The Said Premises and the Said Shares are not affected by any lis pendens or insolvency proceedings or any prohibitory orders from Income Tax Department or any other Taxation Authorities restraining the Transfer.

(h) The Transferors have paid municipal taxes, society maintenance charges, mahanagar gas charges, electricity charges and other outgoings in respect of the Said Premises and no part thereof has remained unpaid or outstanding.

(i) If any of the aforesaid declarations turns out to be false or if any person makes any claim in respect of the Said Premises and/or the Said Shares and thereby or otherwise the Transferee is put to any loss, expenses or prejudice, the Transferors shall indemnify and keep indemnified the Transferee against all such loss and expenses.

3. The Transferors have agreed to sell, transfer and assign unto the Transferee the Said Premises as also the rights and interest therein and in membership of the said society and all rights in respect of the shares unto the Transferee and relying on the aforesaid representations and declarations made by the Transferors to the Transferee, the Transferee has agreed to purchase from the Transferors their rights, titles & interests including the beneficial interest in the Said Premises and the Said Shares at or for the **Total Consideration of ₹ 1,53,95,000/- (Rupees One Crore Fifty Three Lakh Ninety Five Thousand Only)** to be paid by the Transferee to the Transferors in the following manner that is to say:-

(a) **₹ 34,94,999/- (Rupees Thirty Four Lakh Ninety Four Thousand Nine Hundred Ninety Nine Only)** has been paid by the Transferee to the Transferors before the execution hereof (the payment and receipt whereof the Transferors doth hereby admit and acknowledge).



(b) ₹ 34,949/- (Rupees Thirty Four Thousand Ninety Hundred Forty Nine Only) is deducted as Income Tax (TDS) as per the provisions of Section 194-IA of the Income Tax Act, 1961 being 1% on the part consideration of ₹ 34,94,999/- (Rupees Thirty Four Lakh Ninety Four Thousand Nine Hundred Ninety Nine Only).

(c) ₹ 1,19,001/- (Rupees One Lakh Nineteen Thousand One Only) is deducted as Income Tax (TDS) as per the provisions of Section 194-IA of the Income Tax Act, 1961 being 1% on the part consideration of ₹ 1,19,00,001/- (Rupees Thirty Four Lakh Ninety Four Thousand Nine Hundred Ninety Nine Only).

(d) ₹ 2,46,051/- (Rupees Two Lakh Forty Six Thousand Fifty One Only) shall be paid by the Transferee to the Transferors within 40 days from the date of registration of this Agreement for Sale.

(e) Balance ₹ 1,15,00,000/- (Rupees One Crore Fifteen Lakh Only) shall be paid by the Transferee's Bank/Financial Institution to the Transferors within 40 days from the date of registration of this Agreement for Sale and submission of original Agreement for Sale dated 15<sup>th</sup> June, 2010, original Share Certificate, Mortgage NOC from Society and other relevant documents, papers which may be required by the Transferee's Bank/Financial Institution

(f) Nothing contained in these present shall be considered as transfer, assignment, demise, sale or conveyance of the said right, title and interest in the Said Premises in favour of the Transferee till the

balance amount is paid by the Transferee herein as agreed herein above.

(g) The quiet, vacant and peaceful possession of the Said Premises shall be handed over by the Transferors to the Transferee upon receipt of full and final payment.

4. The Transferee undertake to pay sum of ₹ 1,53,950/- (**Rupees One Lakh Fifty Three Thousand Nine Hundred Fifty Only**) being Income Tax deducted at source as mentioned in clause no.3(b) & (c) hereinabove to the Credit of Central Government within the prescribed time as per provisions of the Income Tax Act, 1961 and will hand over challan for TDS payment made to the Transferors before the due date.

5. The Transferors shall pay the Municipal Taxes, Society Maintenance Charges, Parking Charges, Electricity Bills, Mahanagar Gas Bill, Telephone bills and other utility charges in respect of the Said Premises till the date of possession is handed over and the Transferee shall be liable to pay all the outgoings in respect of the Said Premises thereafter.

6. Upon receipt of full and final payment, the Transferors shall arrange to get their rights transferred in the name of the Transferee in respect of the Said Premises and the Said Shares on the records of the society. The Transferors shall also handover a copy of the last paid society maintenance bill, electricity bill, mahanagar gas bills, telephone bill etc.



7. The Transferors and the Transferee shall pay equally transfer charges as required by the said society for transfer of the Said Premises and the Said Shares in favour of the Transferee.
8. Upon receipt of full and final payment, the Transferors shall not have any right, title, interest, claim, demand or charge of whatsoever nature on the payments and contributions made by the Transferors to their predecessors-in-title and to the said society on the Said Premises. The Transferors shall do the needful in all respect to secure the title of the Said Premises to the Transferee and shall always keep the Transferee indemnified from any related liabilities and/or related claims of the Said Premises and the Said Shares.
9. Upon receipt of full and final payment, the Transferors shall on request of the Transferee sign, execute and do such further documents, deeds, papers etc. and things as the Transferee may reasonably require for completely effectuating this Agreement for Sale.
10. Upon receipt of full and final payment, the Transferors hereby authorize the Transferee to represent themselves and to sign, execute and deliver any letters, writings or documents or forms of the society which may be required to sign in respect of the Said Premises on behalf of the Transferors.
11. The Transferee shall apply in the prescribed forms for membership of the said society and shall always abide by the rules and regulations and byelaws of the said society.

12. It is specifically agreed between both the parties that the Transferee will pay proper Stamp Duty and Registration charges payable on this Agreement for Sale.

**SCHEDULE**

A Flat bearing No.103 admeasuring 615 Sq. Feet Carpet Area on the First Floor of the building known as Prem Ganga of Prem Ganga Co-op. Hsg. Soc. Ltd., situated at Kasturba Road, Mulund (West), Mumbai-400080, situate on piece and parcel of land bearing C.T.S. No.1397 of Village Mulund (West), Taluka Kurla, District Mumbai Suburban Registration District and Sub District of Mumbai City and Mumbai Suburban District.

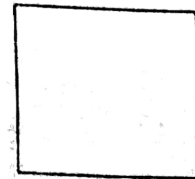
IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands to this writing the day and year first hereinabove written:-

SIGNED AND DELIVERED )

By the within named "TRANSFEROR NO.1" )

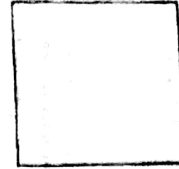
MR. JIGAR PRAVINCHANDRA VISARIYA )

In the presence of \_\_\_\_\_ )



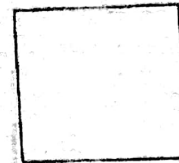
\_\_\_\_\_  
Signature

SIGNED AND DELIVERED )  
By the within named "TRANSFEROR NO.2" )  
**MR. PRAVINCHANDRA KUNVARJI VISARIYA)**  
In the presence of \_\_\_\_\_ )



\_\_\_\_\_  
Signature

SIGNED AND DELIVERED )  
By the within named "TRANSFeree" )  
**MR. PRIYANSH SANJAY MARU** )  
Through his Constituted Attorney )  
**MR. SANJAY MULJEE MARU** )  
In the presence of \_\_\_\_\_ )



\_\_\_\_\_  
Signature



RTEI, Ganga

# BRIHANMUMBAI MAHANAGARPALIKA.

No. CE/4987BPES/AT

19 OCT 2010

Ashwin P. Gada,  
A. to Smt. Gangaben Lalji Gala,  
Rohini, R.R.T. Road  
Mulund (West), Mumbai - 400 080.

**Sub:- Full occupation permission to residential building comprising of stilt + 7 upper floors on plot bearing CTS No1397 of village Mulund (West) at Kasturba Road, Mulund (West), Mumbai - 400 080.**


The full development work of residential building comprising of stilt + 7 upper floors on plot bearing CTS No1397 of village Mulund (West) at Kasturba Road, Mulund (West), Mumbai - 400 080, is completed under the supervision of Licensed Surveyor, H.S. Thakkar, having Licence No. T/107/LS & Licensed Structural Engineer Shri. Tipnis, having Licence No. STR/13 may be occupied on the following conditions.

1. That Certificate under Section 270-A of the Mumbai Municipal Corporation Act shall be submitted before applying the B.C.C. or within 3-months whichever is earlier.

Set of certified completion plans is returned herewith in token of Municipal approval.

Note :- This permission is issued without prejudice to actions under sections 305, 353-A of Mumbai Municipal Corporation Act.

Yours faithfully,

  
Executive Engineer  
(Building Proposals) E.S.-II  
19/10/10

# Prem Ganga Co-op. Housing Society Ltd.

(Registered under Maharashtra Co-operative Society Act 1960)

Regn. No. MUM / WT / Hsg / (TC) / 9833 / 2008-09 / Dt. 10-12-2008

CTS No. 1397, Kasturba Road, Mulund (West), Mumbai-400 080.

003

## Share Certificate

Authorised Share Capital Rs. 50,000/- Divided into 1000 Shares, Each Share of Rs. 50/-

Share Certificate No. 03 Members Register No. 03 No. of Shares 10

THIS IS TO CERTIFY that Mr. ~~XXXXXXXXXX~~ JIGAR PRAVINCHANDRA VISARIYA &  
R. PRAVINCHANDRA KUNVARJI VISARIYA

is/are the registered Holder/s Of Flat No. 103 Wing ---

fully paid up Shares of Rupees Fifty each Numbered From 21 to 30 both inclusive, in the

PREM GANGA CO-OP. HOUSING SOCIETY LTD. Subject to the Bye Laws of the said Society.

Given under the Common Seal of the said Society at Mumbai this 08TH day of APRIL 2012.



[Signature] Chairman

[Signature: Khala] Hon. Secretary

\_\_\_\_\_  
Members of the Committee

P. T. O.