

AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT is made at Thane, this _____
Day of **February 2024**, **BETWEEN (1) MR. GHANSHAM J. SHEWAKRAMANI (PAN No. AALPS0237Q)** Aged about 77 years
(2) MRS. MEENA G. SHEWAKRAMANI (PAN No. ABIPS9281L)
Aged about 73 years **(3) MISS. CHITRA G. SHEWAKRAMANI (PAN No. AALPS02381L)** Aged about 51 years **(2) MISS. RITIKA G. SHEWAKRAMANI, (PAN No. APEPS8443N)** Aged about 40 years,
Indian Inhabitant of Mumbai residing at **Flat No.3 & 4, Ground floor, "B.Y. Apartment", B.Y. Apartment Co.op. Housing Society Ltd., 14, B.K. Kher Road, Worli, Mumbai - 400 018** , hereinafter called **THE TRANSFERORS** (which expression shall unless repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns etc.) be called as the Party of the **ONE PART;**

AND

MR.ARVIND RAMDULARE GIRI (PAN No. BGAPG2033G) Aged

:- 2 -:

about 41 years, Adult, Indian Inhabitant residing at _____
_____, hereinafter

called **THE TRANSFEREE** (which expression shall unless repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns etc.) be called as the Party of the **SECOND PART;**

WHEREAS the TRANSFERORS herein are the lawful registered member of the society known as **B.Y. APARTMENT CO.OPERATIVE HOUSING SOCIETY LIMITED**, bearing Registration No. **BOM/W-G-S/HSG/(TC)/6663/Year 92 Dtd. 20.8.1992**, and having its registered office at 14, B.K. Kher Road, Worli, Mumbai - 400 018, hereinafter referred to as the '**SAID SOCIETY**'. And whereas the said housing society is the Lessee of the building known as "**B.Y. APARTMENT**".

AND WHEREAS the TRANSFERORS is the member of the said society and being the member thereof he is holding 5 shares of Rs.50/- each total amounting to Rs.250/- each Distinctive Nos. from **116 to 120 (both inclusive)** hold under **Share Certificate No.24**, issued by the said Society on **26.4.1999** hereinafter referred to as the "**SAID MEMBERSHIP SHARES**" of the said Society;

AND WHEREAS vide an **DEED OF TRANSFER Dtd. 29.12.2020** BETWEEN **(1) MR. NARAYANDAS AILDAS**

CHOWDHRY (2) MRS. JYOTI NARAYANDS CHOWDHRY as **Vendors** of the FIRST PART AND **(1) MR. GHANSHAM J. SHEWAKRAMANI (2) MRS. MEENA G. SHEWAKRAMANI (3) MISS. CHITRA G. SHEWAKRAMANI (2) MISS. RITIKA G. SHEWAKRAMANI**, as Purchasers therein which is registered with the Sub-Registrar, Borivali, vide Registration No.**BBE-1-5415-2020** Dt. **29.12.2020** .

AND WHEREAS the TRANSFERORS are absolute possession and in occupation of the **Flat No.3 & 4, Ground floor**, admeasuring total area about **149.70 Sq.mtrs. (Built up area) including Garden over the portion of Basement Slab adjoining to said pemises 2500 Sq.ft. together with 2 Car Parking Space No.5 & 6** in the building known as **B.Y. APARTMENT Co.operative Housing Society Ltd., situated at 14, B.K. Kher Road, Worli, Near Mehta Industrial Estate, Mumbai - 400 018** (more particularly described in the Schedule of the premises hereunder written) hereinafter referred to as the '**SAID FLAT PREMISES**'.

AND WHEREAS the TRANSFERORS are hereby absolutely seized and possessed of inter alia well and sufficiently entitled to the said **Flat No.3 & 4, Ground floor**, admeasuring total area about **149.70 Sq.mtrs. (Carpet)** in the building known as **B.Y. APARTMENT Co.operative Housing Society Ltd., 14, B.K. Kher Road, Worli,**

Mumbai - 400 018 (more particularly described in the Schedule hereunder written);

WHEREAS the TRANSFERORS hereby agreed to sell and transfer their rights, share, title, claim and interests therein to the TRANSFEREE for the price hereinafter mentioned and that the TRANSFEREE have agreed to purchase the said flat premises together with the permanent and absolute right of use and occupation of the said flat premises against the valuable consideration upon the terms and conditions hereinafter mentioned.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES ARE HERETO AS FOLLOWS:-

1. In consideration of payment of **Rs.12,50,00,000/- (Rupees Twelve Crores Fifty Lakhs only)** to be paid in the manner provided in Clause 2 hereinafter written, being the total lump sum price of the said flat premises (more particularly described in the Schedule hereunder written) and against the same the TRANSFERORS hereby agrees to transfer, assign, convey the said flat premises alongwith the said membership shares of the said Society in favour of the TRANSFEREE herein.
2. The amount of aforesaid consideration and/or price of the said flat premises shall be paid by the TRANSFEREE as under :-

- (i) The TRANSFEREE have paid the sum of **Rs.50,00,000/- (Rupees Fifty Lakhs only) by Cheque /RTGS/NEFT** to the TRANSFERORS by way of part consideration and the TRANSFERORS doth hereby admit and acknowledge the said payment and hereby release and discharge the TRANSFEREE to that extent.

Both the parties agreed and accepted that the Transferee will pay **1% of the T.D.S. amount** i.e. @ **Rs.12,50,000/-** on the Registered Agreement directly to the concerned Authorities. The receipt of the same will be produced to the TRANSFERORS. The Transferee will pay the balance amount as per the Registered Agreement after deducting the paid T.D.S. amount to the TRANSFERORS. TDS payment certificate produced by the TRANSFERORS to the Transferee before completion of full and final transaction as mentioned above.

- (ii) The TRANSFEREE hereby agrees to pay the balance full and final payment of consideration of **Rs.12,00,00,000/- (Rupees Twelve Crores only) by cheque/s / NEFT/ RTGS** to the TRANSFERORS **through Bank Loan or any other sources on or before _____ days from the date of Registration of Agreement for Sale.**

3. The TRANSFERORS have agreed to hand over to the TRANSFEREE the physical, vacant and peaceful possession of the said flat premises, including all the sets of keys of the said flat premises on receipt of the balance amount of consideration as per Clause 2 (ii)

above and the TRANSFERORS hereby agree to transfer, assign, convey, release his rights, title and interest in the said flat premises in favour of and unto the TRANSFEREE subject to the full payment of consideration amount mentioned hereinabove and upon the completion of the sale, the TRANSFERORS will cease to have any right, title and interest in the said flat premises and the TRANSFEREE shall become the absolute owner of the said flat premises.

4. The TRANSFERORS hereby doth hereby declares, assures and covenant with the TRANSFEREE that neither himself nor any body on his behalf have created any charge, lien, mortgage, claim, interest or otherwise in any manner encumbered the said flat premises or any part thereof and that there is no valid existing or subsisting charge, attachment and/or lien levied or leviable in upon or against the said flat premises or any part thereof and that the TRANSFERORS's occupation, ownership, title, right and claim in the said Flat premises in clear, marketable and free from any encumbrances of whatsoever nature and the TRANSFERORS are having the right, title, full power and absolute authority to sell and transfer the said flat premises to the TRANSFEREE in the manner as provided in this agreement. The TRANSFERORS further declares that he has not entered into any agreement with any other person or persons in respect of the said flat premises and no any suit proceedings and/or any litigations are pending against the said flat

premises and nor the said flat premises is subject matter in any Court of law.

5. The TRANSFERORS hereby agrees to sign and execute all the necessary forms in favour of the TRANSFEREE and any other forms, undertaking as required by the said **B.Y. Apartment Co.operative Housing Society Ltd.** for effecting the sale and transfer of the said flat premises and the said membership shares in favour of the TRANSFEREE .
6. It is agreed between the parties hereto that the transfer fees and/ or donation that will be levied by the said Society for the purpose of transferring the said flat premises and the membership shares in favour of the TRANSFEREE shall be paid and borne by the TRANSFERORS and the TRANSFEREE in equal proportion.
7. The TRANSFERORS hereby agrees and render himself liable to pay all the arrears of outgoings, electricity charges, any other money claims and dues if any prior to the date of handing over the possession of the said flat premises and to settle, satisfy and discharge all former and other rights, title, interest and/or claim or demands if any of any one whosoever and of any nature whatsoever and shall keep and safeguard the interest of the TRANSFEREE in respect of ther said flat and the said membership shares. The TRANSFEREE agree to bear and pay on from the date of taking over the possession of the said flat premises, the charges and the dues payable to the

said society and shall also bear all other outgoing in respect thereof.

8. The TRANSFERORS doth hereby covenant with the TRANSFEREE that on completion of the sale, the TRANSFEREE shall quietly and peacefully hold, possess and occupy and enjoy the said Flat premises without any let, hindrance, denial, demand, interruption or eviction, claim or demand by the TRANSFERORS or by any other person or persons lawfully or equitably claiming through under or in trust for the TRANSFERORS, subject to the payment by the TRANSFEREE of all taxes, charges, duties or calls made by the said Society thereafter in respect of the said flat premises.
9. The TRANSFERORS shall obtain the necessary permission of the **B.Y. Apartment Co.op. Hsg. Society Ltd.** for the transfer of the said flat premises and of the said membership shares in favour of the TRANSFEREE.
10. The TRANSFERORS hereby agrees that all the deposit including Adani Electricity, Mahanagar Gas would be transferable in the name of the Transferee without any additional charges.
11. The TRANSFEREE doth hereby covenant with the TRANSFERORS that they shall abide by the rules and regulations, bye-laws of the said society and on their admission as a member thereof and they agrees and undertakes to pay and discharge all calls, demands, contributions, dues which the said society may hereafter make in

respect of the said flat premises.

12. The TRANSFERORS hereby declares that the said flat premises is not under any attachment from any Court in India and that there is no any injunction restraining the TRANSFERORS from transferring the said flat premises have been granted by any Court.
13. That the stamp duty and the Registration charges etc. incidental to this Agreement will be exclusively bear and borne by the TRANSFEREE only. But transfer charges of above mentioned flat and its shares borne and paid by both parties equally.
14. The said flat agreed to be hereby sold is governed by the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Constuction, Sale, Managements and Transfer) Act,1963 and the Maharashtra Apartments Ownershi Act, 1970 as amended upto date and the rules made thereunder.
15. The TRANSFERORS hereby covenants with the TRANSFEREE that against full and final payment the TRANSFERORS shall from time to time and at all times whenever called upon by the TRANSFEREE to do and execute SALE DEED and other relevant documents in favour of Transferee .
16. The TRANSFERORS shall hand over to the Transferee the Original Share Certificate and all other relevant documents, pertaining to the said flat on the completion of the sale and the true copies of the said documents on execution of this Agreement.

17. The TRANSFERORS doth hereby covenant with the TRANSFEREE that all the amount standing to the credit of the TRANSFERORS till this day in the books of the said Society, towards the deposit, sinking fund, share money, entrance fees and other amount if any of which the TRANSFERORS is legitimately entitled to in respect of being the TRANSFEREE of the said Flat premises shall be transferred in the name of the TRANSFEREE .
18. This Agreement as required under the law shall be lodged for its registration with the concerned office of the Sub-Registrar of Assurances and the TRANSFERORS hereby agrees to admit their respective signaturers, execution of these presents before theSub-Registrar.
19. The Transferee shall provide loan sanction letter in favour of TRANSFERORS **before Registration of Agreement for Sale without fail.**

SCHEDULE

Flat premises No.3 & 4, Ground floor, admeasuring total Carpet area about 149.70 Sq.mtrs. in the building known **B.Y. APARTMENT Co.operative Housing Society Ltd.,** situated at comprising **C.T.S. No. 868, Worli Division, 14, B.K. Kher Road, Worli, Mumbai - 400 018** of **Village Kolshet - Tal. & Dist. Thane,** in the Registration Sub-District, Thane City the Building having been built in the year _____, **Ground + ____ floors with lift facility.**

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO
SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE
DAY AND YEAR HEREINABOVE FIRST WRITTEN.

SINGED SEALED AND DELIVERED)

By the withinnamed **TRANSFERORS**)

MR. GHANSHAM J. SHEWAKRAMANI)

MRS. MEENA G. SHEWAKRAMANI)

MISS. CHITRA G. SHEWAKRAMANI)

MISS. RITIKA G. SHEWAKRAMANI)

IN THE PRESENCE OF.....)

1.

2.

SINGED SEALED AND DELIVERED)

By the withinnamed **TRANSFEE**)

MR.ARVIND RAMDULARE GIRI)

IN THE PRESENCE OF.....)

1.

2.

RECEIPT

RECEIVED of and from the withinnamed TRANSFEREE **MR.ARVIND RAMDULARE GIRI** of a sum of **Rs.50,00,000/- (Rs. Five Lakhs only)** towards part payment as per clause 2 (i) of this Agreement of **Flat No.3 & 4, Ground floor, B.Y. Apartment CHS Ltd., 14, B.K. Kher Road, Worli, Mumbai - 400 018** vide Cheques being the PART PAYMENT , subject to realisation. Particulars of the cheques as under :-

RTGS No. /NEGT	Date	Drawn on Bank	Amount
		TOTAL Rs.	50,00,000.00

*subject to realisation of cheque/s.

WE SAY RECEIVED **Rs.50,00,000/-**

((1) MR. GHANSHAM J. SHEWAKRAMANI

(2) MRS. MEENA G. SHEWAKRAMANI

(3) MISS. CHITRA G. SHEWAKRAMANI

(2) MISS. RITIKA G. SHEWAKRAMANI)

TRANSFERORS.

WITNESSES :-

1.

2.