

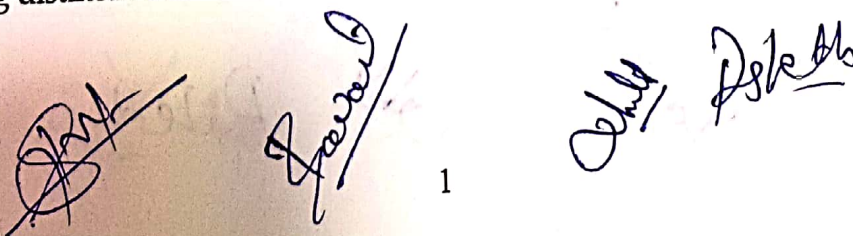
AGREEMENT FOR SALE

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THIS AGREEMENT is made at MUMBAI this 1<sup>st</sup> day of March, 2024, BETWEEN MR. PRASHANT CHAMPAKLAL SHETH, Age 45 years, (PAN: AAVPS6381D) AND MRS. KOMAL PRASHANT SHETH, Age 40 years, (PAN: ESEPS0628Q), Both Hindu, Indian Inhabitants, having address at Flat No. C/503, Asha Nagar, Opp. Minerva Industrial Estate, Mulund (West), Mumbai - 400 080, hereinafter called "THE TRANSFERORS" (Which expression shall unless it be repugnant to the context or meaning thereof mean and include their respective legal heirs, executors, administrators and assigns) of the ONE PART \*AND\* MR. PRASHANT PRABHAKAR SAWANT, Age 45 years, (PAN: AVZPS0858C) AND MRS. PRIYANKA PRASHANT SAWANT, Age 45 years, (PAN: DJRPS7592L) Both Hindu, Indian Inhabitants, presently residing at Flat No. E/304, Pragati Sankul, Subhash Road, Kumbharkhan Pada, Dombivli (West), Kalyan - 421 202, hereinafter called "THE TRANSFEREES" (Which expression shall unless it be repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the OTHER PART;

WHEREAS vide Agreement dated 22<sup>nd</sup> day of April, 2016, the TRANSFERORS herein purchased from MRS. MEENAKSHI RAMASWAMY, the Transferor therein, a Residential Flat bearing No. C/503 admeasuring about 452 sq. ft. Carpet Area on the Fifth Floor of the building of the ASHA NAGAR PHASE II CO-OP. HSG. SOC. LTD., situated at Off P. K. Road, Mulund (West), Mumbai - 400 080 (for the sake of brevity herein after referred to as "the said Flat"). The said Agreement was duly registered in the office of Sub Registrar, Kurla - 4, Mumbai under Sr. No. KRL-4/3861/2016 on 25/04/2016.

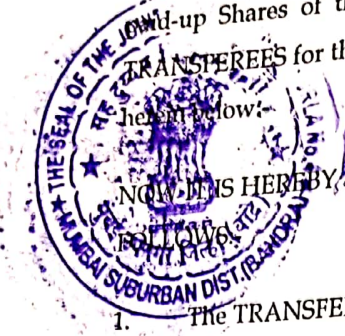
AND WHEREAS as such the TRANSFERORS herein became the Bonafide members of the ASHA NAGAR PHASE II CO-OP. HSG. SOC. LTD., a Co-operative Housing Society duly registered under Maharashtra Co-operative Societies Act, 1960 bearing Registration No. MUM/WT/HSG/(TC)/9515/2006-07 dated 30/08/2006 (hereinafter for the sake of brevity referred to as "the said society") and the said Society issued Ten fully paid-up shares of Rs.50/- each bearing distinctive numbers of shares from 0581 to 0590 (both inclusive) covered



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under Share Certificate bearing No. 3503 towards their membership of the said Society (hereinafter for the sake of brevity referred to as 'the said Shares').

AND WHEREAS the TRANSFERORS have agreed to assign the said Ten fully paid-up Shares of the said society and their interest in the said Flat to the TRANSFEREES for the consideration and on the terms and conditions appearing



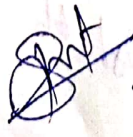
HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS

1. The TRANSFERORS shall assign to the TRANSFEREES the said Ten fully paid-up Shares of Rs.50/- each of the said Society covered by Share Certificate No. 3503 bearing distinctive numbers of shares from 0581 to 0590 (both inclusive) standing in the name of the TRANSFERORS in the books of the said Society viz. ASHA NAGAR PHASE II CO-OP. HSG. SOC. LTD. and transfer their right, title and interest in the said Flat bearing No. C/503 admeasuring about 452 sq. ft. Carpet Area on the Fifth Floor of the building of the said Society, situated at Off P. K. Road, Mulund (West), Mumbai - 400 080, for the total consideration of Rs.1,00,51,000/- (Rupees One Crore Fifty One Thousand Only).

2. In pursuance of the above mentioned clause No.1 the TRANSFEREES have paid to the TRANSFERORS on or before execution of this Agreement, a sum of Rs.29,50,490/- (Rupees Twenty Nine Lakhs Fifty Thousand Four Hundred Ninety Only) being the part payment towards the consideration for the transfer and sale of the said Flat. (The receipt whereof the TRANSFERORS do hereby admit and acknowledge).

It is agreed that the balance consideration of Rs.71,00,510/- (Rupees Seventy One Lakhs Five Hundred Ten Only) shall be paid by the TRANSFEREES to the TRANSFERORS in the following manner:-

- (i) Rs.1,00,510/- (Rupees One Lakh Five Hundred Ten Only) shall be paid within a period of 5 working days from the date of registration of this Agreement by the TRANSFEREES herein and the challan/TDS certificate shall be handed over by the TRANSFEREES to the TRANSFERORS herein.

  
Registrar





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(ii) Rs.70,00,000/- (Rupees Seventy Lakhs Only) shall be paid by the TRANSFEREES to the TRANSFERORS herein within 45 working days from the date of registration of this Agreement by availing a Housing Loan from Bank or Financial Institution, time being the essence of this Agreement, subject to availability of all the documents required for disbursement of loan.

Nothing contained in these presents shall be considered as a transfer, Assignment, demise, sale or conveyance of the said right, title and interest in said Flat till the balance amount is paid by the TRANSFEREES herein before.



The TRANSFERORS shall hand over the physical and vacant possession of the said flat to the TRANSFEREES only upon receipt of the full and final consideration as agreed by and between the parties herein and executing suitable documents for that purpose.

3. The TRANSFERORS declare that she is holding the said flat quietly without any claim or obstruction from any other person. The TRANSFERORS further declare that they have full power and absolute authority to assign the said shares and to transfer their interest in the said flat to the TRANSFEREES. The TRANSFERORS further declare that said flat is free from any encumbrances, claims or demands by way of sale, transfer, mortgage, lease, or otherwise and there is no litigation of any nature whatsoever of any person against them in respect of the said flat and the said shares.

The TRANSFERORS declare that there is no charge on the said flat and that they have not mortgaged or encumbered their right, title and/or interest in the said flat and the same is free from all encumbrances. The TRANSFERORS further declare that except themselves there is no one else who had or has any right, title interest or claim in the said flat or the shares. The TRANSFERORS also declare that there is no suit pending in any court of law in respect of the said flat.

4. The TRANSFERORS do hereby covenant with the TRANSFEREES as follows:

*[Handwritten signatures of the parties]*



That notwithstanding any act, deed, matter or thing whatsoever by the TRANSFERORS or any person or persons lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed or omitted or knowingly suffered to the contrary the TRANSFERORS have good right, full power and absolute authority to convey, transfer and assign the said Flat hereby agreed to be transferred, conveyed and assigned in favour of the TRANSFEREES as aforesaid AND they have not done, committed or omitted any act, deed, matter or thing whereby the ownership possession, occupation or enjoyment of the said flat may be rendered void or voidable for any reason or on any account.

The TRANSFERORS hereby declare that said flat is free and clear from all encumbrances, claims and demands of whatsoever nature and kind and the same has never before this transfer been charged, mortgaged, encumbered, dealt with or disposed off in any manner whatsoever to any other party or person.

- c) The TRANSFERORS hereby agree to execute or cause to be executed at the request and costs of the TRANSFEREES all such further and other acts, deeds, matters and things in law whatsoever as may be required by the TRANSFEREES or their Counsel at Law for better and more perfectly transferring, conveying and assigning the said flat in favour of the TRANSFEREES.
- d) The TRANSFERORS are not restrained either under the Income Tax Act or any other Statute of Law for the time being in force from dealing with or disposing off their right, title and interest in the said Flat or any part thereof to the TRANSFEREES in any manner whatsoever.
- e) The TRANSFERORS are not restrained by any decree or order of any Court or authority having jurisdiction in India from dealing with or disposing off the said flat to any person or party.
- f) The TRANSFERORS have clear marketable title free from encumbrances of any nature whatsoever and there are no outstanding estate or effects by way of balance of consideration, lease, lien, charge, mortgage, or otherwise howsoever in any manner whatsoever.
- g) The TRANSFERORS have not been adjudicated insolvent nor they have committed any Act of insolvency nor is there any order of any Court or

*[Handwritten signatures]*

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Authority restraining the TRANSFERORS or creating any inability in the TRANSFERORS from entering into this Agreement.

5. The transfer of the said shares and the said Flat in the books of the said society from the name of the TRANSFERORS to that of the TRANSFEREES shall be made by executing by both the parties various forms prescribed under the Bye-laws of the said society accompanied by the application of the TRANSFEREES for the membership of the said society with prescribed admission fees.



6. The TRANSFERORS shall hand over to the TRANSFEREES the Original Agreement/s, original Share Certificate and all other original papers relating to the said flat after registration of this Agreement to submit the same to the Bank or financial Institution from which the TRANSFEREES are availing loan.

7. The taxes, monthly contributions, Telephone Bills, Electric Bills and all other out goings, in respect of the said flat shall be paid by the TRANSFERORS till the handing over of physical possession of the said Flat and the same shall be paid thereafter by the TRANSFEREES herein. The TRANSFERORS do hereby covenant with the TRANSFEREES that they have has paid to the said society, their share of taxes, monthly contributions, Electric Bills, and all other outgoings, up to date in respect of the said Flat.

8. The TRANSFERORS do hereby agree to keep indemnified the TRANSFEREES against the payment of all such outgoings, costs, charges, fees, taxes, loans and other dues relating to the said Flat or any payment of whatsoever nature pertaining to the period prior to the handing over of the physical possession of the said Flat to the TRANSFEREES.

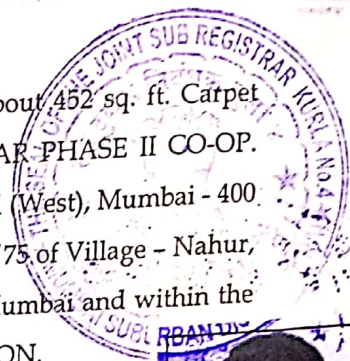
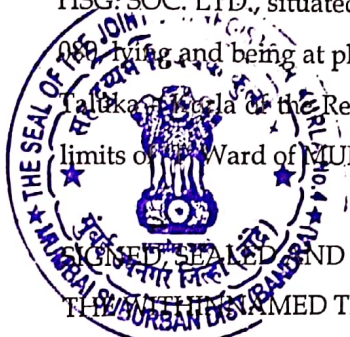
9. The TRANSFERORS do hereby covenant with the TRANSFEREES that after taking physical possession of the said Flat the TRANSFEREES shall enjoy quietly and peacefully and occupy the said flat without any hindrance, denial, demands, interruption or eviction by the TRANSFERORS or any person lawfully or equitably claiming through, under or in trust for the TRANSFERORS.

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SCHEDULE OF THE PROPERTY

A Residential Flat being Flat No. C/503 admeasuring about 452 sq. ft. Carpet Area on the Fifth Floor of building of the ASHA NAGAR PHASE II CO-OP. HSG. SOC. LTD., situated at Off P. K. Cross Road, Mulund (West), Mumbai - 400 088 lying and being at plot of land bearing C.T.S. No. 551/75 of Village - Nahur, Taluka - Borivli of the Regn. District and Sub-District of Mumbai and within the limits of Ward of MUMBAI MUNICIPAL CORPORATION.



SIGNED, SEALED AND DELIVERED BY )  
 THE WITHIN NAMED TRANSFERORS )  
 MR. PRASHANT CHAMPAKLAL SHETH )  
 AND )  
 MRS. KOMAL PRASHANT SHETH )

*Sheth*  
*Prashant*



In the presence of .....

1) Dhawan M. G. *(Signature)*  
 C. 202 ASHANAGAR  
 PHASE II P. K. RD  
 MULUND (W)  
 2) Dhawan M. N.  
 Address Same  
 as above

*M. G. Dhawan*



SIGNED, SEALED AND DELIVERED BY )  
 THE WITHIN NAMED TRANSFEREES )  
 MR. PRASHANT PRABHAKAR SAWANT )  
 AND )  
 MRS. PRIYANKA PRASHANT SAWANT )

*Prashant*  
*Priyanka*



In the presence of .....

*(Signature)*  
 2) *(Signature)* नं. ६४०४

