

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

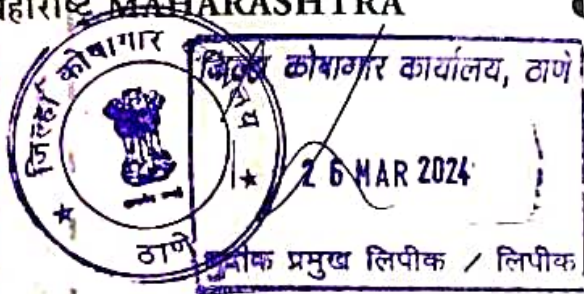
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महाराष्ट्र MAHARASHTRA

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## SALE DEED

THIS AGREEMENT FOR SALE is made and entered into at  
Mumbai this day of 20<sup>th</sup> April, 2024.

### BETWEEN

**MR. VISHRAM RAMCHANDRA WANAKHEDE**, age about 69 years,  
**PAN NO. BDRPV4329J** of Mumbai Indian Inhabitant, having his  
address at Room No.108, Building No.8/A, CTS No.2, Type-3,  
Diamond CHS. Ltd., G.M.Link Road, Mhada Colony, Chembur,  
Mumbai-400 071 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 and administrators) of the **ONE PART**;

and the said Shares are more particularly described in the

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**Schedule** hereunder written and are hereinafter collectively referred to as "**the said premises**".

- (c) The Transferor has represented to the Transferees that her title to the said premises arises as under :—
- (i) By an Allotment Letter, dated 15/06/2007, vide Ref. No.MRDPA/MAY, 2007 the said Flat was originally Allotted by MMRDA (Mumbai Metropolitan Region Development Authority) to the Transferor herein. The said Transferor had paid the full consideration to the MMRDA and complied with all her obligations under the aforesaid agreement and since then she was in lawful occupation of the said Flat as absolute owner thereof.
- (ii) All the Purchasers of the said building "DIAMOND" have collectively formed the said Society. The said Transferor was duly admitted as a member of the said Society and was allotted the said Shares incidental to the ownership of the said Flat.
- (iii) The Transferor was admitted as a member of the said Society and was allotted the said Share incidental to the ownership of the said Flat.
- (d) The Transferor as Owner of the said premises is entitled to sell, transfer, convey and assign all her ownership right, title and beneficial interest in the said premises in favour of the Transferees;
- (e) The Transferees have agreed to purchase and acquire from the Transferor the said premises together with all ownership right, title, benefit and interest of the Transferor therein, free from all encumbrances and reasonable doubts, for a total consideration of **Rs.40,00,000/- (Rupees FORTY LAKHS Only)** on the terms and conditions recorded herein.




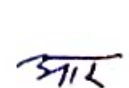
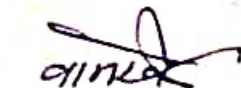
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- i) **Rs.50,000/- (Rupees FIFTY THOUSAND Only)** by Cash dated **15/03/2024**.
- ii) **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** by cheque no. \_\_\_\_\_, drawn on \_\_\_\_\_ Bank, \_\_\_\_\_ Branch, dated \_\_\_\_\_,
- iii) **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** by cheque no. \_\_\_\_\_, drawn on \_\_\_\_\_ Bank, \_\_\_\_\_ Branch, dated \_\_\_\_\_, being the part payment to be paid on or before \_\_\_\_\_, towards the sale of the said Flat.
- v) And the remaining balance of **Rs. 39,50,000/- (Rupees Thirty Nine Lakhs Fifty Thousand Only)** will be paid by the Transferee to Transferor, on availing loan from any Bank/Financial Institution, within 90 days from the date of execution and registration of these present, being the full and final payment towards the sale of the said Flat.

- (f) The said Society has issued its consent and No Objection Certificate ("NOC") to admit the Transferees as its members in respect of the said premises in place of Transferor.
- (g) The Transferees have through their Advocates published a Public Notice dated ..... in the daily Newspapers ..... for the purpose of investigating the title of the Transferor to the said premises and inviting claims and/or obligations of the said premises. However, till dated no claims and/or obligations are lodged in response to the same.
- (h) In pursuant to the above, the parties are executing the present Agreement to record the agreement arrived between them and complete the transaction.

**NOW THIS DEED WITNESSETH** and it is hereby agreed, confirmed and recorded by and between the parties hereto as follows: -

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1. **RECITALS**

The aforesaid recitals shall form an integral part of this Deed.

2. **TRANSFER OF THE SAID PREMISES**

The Transferor hereby transfers, conveys and assigns all and singular her ownership right, title and interest in the said premises i.e. (i) ownership right in **Flat bearing No. 108**, admeasuring **270 sq.ft. of carpet area** on the First of the building known as "**DIAMOND**" belonging to "**DIAMOND CO-OPERATIVE HOUSING SOCIETY LTD.**", situated at CTS No. 2, **G. M. Link Road, Govandi, Mumbai - 400 043** belonging to "DIAMOND Co-operative Housing Society Limited"(ii) together with all her right, title and interest in the said 5 fully paid up shares of the face value of Rs. 50/- (Rupees Fifty only) each (of the aggregate value of Rs. 250 /- (Rupees Two Hundred and Fifty Only) bearing Nos 61 to 65 (both inclusive) under Share Certificate No. 13, dated 10<sup>th</sup> January 2010 in the Capital of the said Society and issued by the said Society including Share money, deposits, reserve fund, sinking fund etc and (iii) as incidental thereto all and singular the beneficial rights, title, interest and property of the Transferor as the registered member of the Society including the allotment and ownership of the said Flat as also all the direct and indirect benefits attached to the said premises, free from all encumbrances and reasonable doubts, unto the Transferees at and for a lump sum of price of **Rs.40,00,000/- (Rupees FORTY LAKHS Only)**.

3. **CONSIDERATION/PRICE**

(i) In pursuance of the aforesaid, the Transferees have on or before execution hereof paid a sum of **Rs.**  
\_\_\_\_\_ / - (Rupees \_\_\_\_\_  
**only**), being the Part payment consideration to the

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Transferor. The payment and receipt whereof the Transferor doth hereby admits, confirms and acknowledges.

**4. COMPLETION OF SALE**

- (i) The parties have completed the transaction as contemplated herein.
- (ii) The Transferor has on execution hereof handed over quiet, vacant and peaceful possession of the said Flat to the Transferees as absolute owners thereof.
- (iii) The Transferor has will execution hereof delivered to the Transferees the original Share Certificate in respect of the said Shares along with the said Original documents being the only Title Deeds evidencing the Transferor's right, title and interest in the said premises on completion of full and final payment.
- (iv) The Transferor and the Transferees have also executed the requisite transfer forms and all other relevant forms, declarations and undertakings for transferring the said premises from the name of the Transferor to the names of the Transferees in the records of the said Society.

**5. COVENANTS, DECLARATIONS, REPRESENTATIONS AND INDEMNITY OF THE TRANSFERORS**

The Transferor hereby declares and has represented, covenanted and assured to the Transferees:—

- (a) That the Transferor is the sole and absolute owner and beneficiary of the said premises duly standing in the name of the Transferor in the books and all other records of the said society and is absolutely entitled to the same and to all incidental rights thereto and to the exclusive right to the use, enjoyment and occupation of the said Flat and except

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the Transferor no other person or persons has/have any direct and/or indirect right, title, interest, claim or demand of any nature whatsoever upon the said premises;

- (b) That the Transferor's title to the said premises is free from all encumbrances and reasonable doubts;
- (c) The construction of the said Flat and interior thereof is in accordance with law and the same is not in violation of any provisions of law or building rules.
- (d) That the Transferor is in possession of the original Title Deeds in respect of the said premises as per the list mentioned in Clause 4(iii) above. There are no other original Title Deeds or documents in possession of or control of the Transferor in respect of the said premises.
- (e) That the Transferor has duly paid and discharged in full all the dues and liabilities in respect of the said premises including the Municipal outgoings; taxes; rates; maintenance charges; consumption of electricity, gas, water etc. payable to the said society or to concerned authorities upto the date hereof and if any amount is outstanding on the said account the same shall be the liability and obligation of the Transferor and the same shall be borne and paid by the Transferor alone;
- (f) That notwithstanding any act, deed, matter or thing whatsoever done or omitted by the Transferor or any person or persons lawfully or equitably claiming by, from, through, under or in trust for the Transferor, the Transferor has full power and absolute authority in his own right to transfer the said premises and to relinquish and transfer all his

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ownership right, title and interest therein in favour of the Transferees;

- (g) That neither the Transferor nor any one on his behalf has committed or omitted to do any act, deed, matter or thing whereby his holding of the said premises may become or may be prejudicially affected or encumbered in any manner or whereby the said premises may become liable to attachment and/or sale whether by a decree or order of any Competent Court or otherwise;
- (h) That the Transferor has not entered into any agreement or arrangement, oral or written with regard to the sale of the said premises to any other party;
- (i) That there are no proceedings instituted by or against the Transferor in respect of the said premises and/or pending in any Court of Law or before any authority. No lispendens notices are existing in respect of the said premises;
- (j) That the Transferor is not directly and/or indirectly refrained, prevented and/or prohibited by any Court of Law or authorities (including taxation authorities) or otherwise from entering into the present Deed of Transfer of the said premises with the Transferees.
- (k) That there are no insolvency notices or petitions or proceedings pending against the Transferor;
- (l) That the Transferor has not created or purported to create any tenancy, license, charge, lease, mortgage, lien or any kind of third party rights over the said premises and no other person or party has any

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right, title, interest, claim and/or demand in, to or upon the same either by way of mortgage, gift, trust, inheritance, lease or otherwise and that the same is free from all encumbrances and there is no pending litigation of any kind whatsoever.

- (m) That the Transferor has duly complied with and observed all the Rules, Regulations and Bye-Laws of the said Society and that the Transferor has neither received any notice from the said Society for or in relation to any breach of any of the Rules, Regulations and Bye-laws of the said Society nor are there any actions or proceedings pending against the Transferor instituted by the said Society or any member of the said Society in respect of the said premises including any notice or action for expulsion or termination of the Transferor as a member of the said society;
- (n) That the Transferor has not received any notice for acquisition or requisition of the said Flat and/or the said Shares;
- (o) That from time to time and at all times hereafter, at the request and cost of the Transferees herein, the Transferor shall do and execute all documents, deeds and writings whatsoever as may be necessary for better and more perfectly transferring the right, title, interest and benefit of the Transferor in the said premises and every part thereof to the exclusive use and benefit of the Transferees as aforesaid.
- (p) That the Transferees shall hereinafter peaceably and quietly be entitled to hold, possess and own the said premises including the right to enter upon and remain in sole occupation and enjoyment of the said Flat and/or any part thereof together with all deposits

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and amounts lying to the credit of the Transferor in the said Society's account in the Transferees' own right without any interference, disturbance, interruption, claim or demand whatsoever from the Transferor and/or any person or persons lawfully and/or equitably claiming by, from, through, under or in trust for the Transferor;

- (q) The Transferor has represented and assured to the Transferees that his title to the said premises is free from all encumbrances, claims and reasonable doubts of whatsoever nature. In the event it is found that the Transferor's title to the said premises is defective or any claim is made on the said premises or the Transferees have suffered any loss or damage by the statements, declarations, representations and assurances made by the Transferor or any claim whether directly or indirectly is made on the said premises, in that case the Transferor agrees to indemnify and hereby indemnifies the Transferees and/or their nominees/successors in title against all losses, damages, costs and expenses which may be suffered by the Transferees on account of the above and the Transferor shall reimburse the Transferees and/or their nominees and/or their successors in title for the same. Relying upon the aforesaid representations, statements, covenants and assurances of the Transferor, the Transferees have purchased the said premises.
- (r) It is agreed by and between both the parties that the possession and lock & keys will be handed over by the Transferor to the transferee on receiving full and final consideration.

**6. STAMP DUTY, REGISTRATION CHARGES AND TRANSFER CHARGES**

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*[Signature]* 10

The Stamp Duty and Registration Charges on this Deed shall be borne and paid by the Transferees alone. The Transfer charges and/or donations/ contributions payable to the said Society for transfer of the said premises in favour of the Transferees shall be borne and paid by the parties equally.

7. **ENTIRE DEED OF TRANSFER**

This Agreement for Sale (including the Schedules) constitute the entire Deed of Transfer between the parties hereto and shall supersede all prior Writings, Letters of Intent and understandings, both written or oral, arrived at between the parties hereto with respect to the subject matter hereof.

**SCHEDULE ABOVE  
REFERRED TO  
("the said premises")**

Flat bearing No.108, admeasuring 270 sq.ft. of carpet area on the First of the building known as "DIAMOND" belonging to "DIAMOND CO-OPERATIVE HOUSING SOCIETY LTD"., situated at CTS No.2, G. M. Link Road, Govandi, Mumbai-400 043 along with 5 (Five) shares of the face value of Rs. 50/- (Rupees Fifty only) each of the aggregate value of Rs. 250/- (Rupees Two Hundred and Fifty only) bearing distinctive Nos. 61 to 65 (both inclusive) under Share Certificate No. 13 dated 10<sup>th</sup> January 2010 issued by the said Society together with all the direct and indirect benefits and advantages attached to the said Flat and the said Shares as also together with all the funds, deposits, reserves etc. with the said Society. The said Building Neeldhara is constructed in the year ..... on the land bearing Cadastral Survey / City Survey No. .... of ..... Division.

*[Handwritten signatures]*

*[Handwritten signature]*

IN WITNESS WHEREOF the Transferor and the Transferees have hereunto set and subscribed their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED by  
The within named

**MR. VISHRAM RAMCHANDRA WANAKHEDE**

The Transferor above named,

*[Handwritten signature]*



in the presence of.....

- 1.
- 2.

SIGNED AND DELIVERED by  
the within named

**MR. SUNNY BADELAL SONI**

The Transferees above named,

*[Handwritten signature]*



in the presence of.....

- 1.
- 2.

Identified by me

**ANIL KUMAR PANDAY**

6, COURT L.B.  
ADVOCATE, HIGH COURT  
Adil Datta Chaudhari Building, Sakinaka,  
Opp. Sakinaka, Sakinaka, Mumbai - 400 072  
Pump House, Sakinaka (2), Mumbai - 400 073



*[Handwritten signature]*

ATTESTED BY ME

*[Handwritten signature]*  
22/4/2024

**S. B. MUSTARI**  
ADVOCATE & NOTARY  
GOVT. OF INDIA  
No. B/4, Sai Dham Hsg. Soc  
Tlak Nagar, Sakinaka  
Mumbai-400 072



# RECEIPT

Received a sum of **Rs.50,000/- (Rupees FIFTY THOUSAND Only)** paid by CASH on **15/03/2024** as a part payment against the sell of Flat bearing No.108, admeasuring **270 sq.ft.** of carpet area on the First of the building known as "DIAMOND" belonging to "DIAMOND CO-OPERATIVE HOUSING SOCIETY LTD"., situated at CTS No.2, G.M.Link Road, Govandi, Mumbai-400 043 from the withinnamed Transferee **MR. SUNNY BADELAL SONI**, payable to me in the following manner:-


(SUBJECT TO REALIZATION OF CASH)

I SAY RECEIVED  
Rs. 50,000/-

*[Handwritten Signature]*

**MR. VISHRAM RAMCHANDRA WANAKHEDE**  
Transferor

Witness:

- 1.
- 2.



*[Handwritten Signature]*



भारत सरकार  
Government of India



सनी बडेलाल सोनी  
Sunny Badelal Soni  
जन्म तारीख/DOB: 14/01/1998  
पुरुष/ MALE  
Mobile: 9833429299

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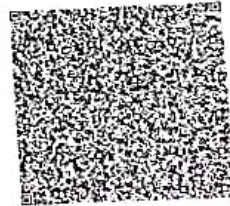
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भारतीय विशिष्ट ओळख प्राधिकरण  
Unique Identification Authority of India

पत्ता:  
खोली क्रमांक ५०, नॅन्सी मुन्शी चाव, पंचशील रहिवासी  
संघ, साकी विहार रोड, चांदिवली, मुंबई, साकीनाका, मुंबई  
उपनगर,  
महाराष्ट्र - ४०००७२

Address:  
Room No 50, Nancy Munshi Chawl,  
Panchshil Rahivasi Sangh, Saki Vihar Road,  
Chandivali, Mumbai, PO. Sakinaka. DIST:  
Mumbai Suburban,  
Maharashtra - 400072



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VID : 9142 6288 1243 6763



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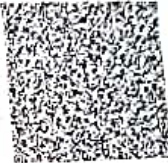
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आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card  
EYOPS3807M



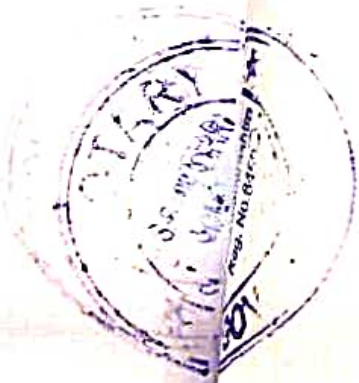
नाम / Name  
SUNNY BADELAL SONI

पिता का नाम / Father's Name  
BADELAL SONI

जन्म की तारीख /  
Date of Birth  
14/01/1998

हस्ताक्षर / Signature

07/11/2022



*Sunny*

  
 Government of India  
 विश्राम रामचंद्र वानखेडे  
 Vishram Ramchandra Vanakhede  
 जन्म तारीख / DOB : 01/01/1955  
 पुरुष / Male


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आधार - सामान्य माणसाचा अधिकार










  
 आधर  
 Information Authority of India

पत्त्या याचा मूल्या: रामचंद्र वानखेडे,  
 रूम नं-108, बिल्डिंग नं-8A, सीटीएस  
 नं-2 टाइटन-3 डायमंड सीएचएस,  
 जी.एम. लिंक रोड, म्हाडा कॉलनी,  
 चेंबर, मुंबई, चेंबर, मुंबई, महाराष्ट्र,  
 400071

Address: S/O: Ramchandra Vanakhede,  
 Room No-108, Building No-8A, CTS No-2  
 Type-3 Diamond CHS, G.M. Link Road,  
 Mhada Colony, Chembur, Mumbai,  
 Chembur, Mumbai, Maharashtra. 400071

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