



Flat No. 401, Shree Dattakrupa Heights, Building No. 125,
N. N. Shree Dattakrupa Co-operative Housing Society Ltd.,
Nehru Nagar, Kurla (East), Mumbai – 400024.

Mrs. Sumati Mahadev Pawar

..... Vendor/ Transferor

(1) Ms. Preeti Radheshyam Gupta &

(2) Mr. Pushpendra Jaiswal

..... Purchasers/ Transferees

AGREEMENT FOR SALE



TEJAS KIRTI DOSHI
Advocate

B-404, Jai Hanuman Nagar,
B Wing, Senapati Bapat Marg,
Opp. Kamgar Stadium,
Dadar (West), Mumbai-400 028.
Tel.: 022-24365577
Email: advtejas@gmail.com
Mobile: 9819787790

Flat No. 401

AGREEMENT FOR SALE

THIS Agreement For Sale is made and entered into at Mumbai, on this _____ day of **June, 2024** (_____ .**06.2024**);

BETWEEN;

Mrs. Sumati Mahadev Pawar, aged about 75 years, an Adult, Indian Inhabitant, having Income Tax Permanent Account Number as ETMPP7390R, residing at 125/4139, Shree Dattakrupa CHSL, S. G. Barve Marg, Kurla (East), Mumbai – 400024, and owner of Flat No. 401, 4th Floor of A Wing, Shree Dattakrupa Heights, Building No. 125, N. N. Shree Dattakrupa Co-operative Housing Society Ltd., Nehru Nagar, Kurla (East), Mumbai – 400024, hereinafter referred to as the **“Vendor/ Transferor/ Party of the First Part”** (which expression unless repugnant to the context or meaning thereof shall mean and include her, her heirs, executor/s, administrator/s, permitted assigns and successor in title);

AND;

(1) Ms. Preeti Radheshyam Gupta, aged about 34 years, an Adult, Indian Inhabitant, having Income Tax Permanent Account Number as BCBPG6294E, residing at 201, Om Saikripa CHS, Saibabanagar, Near Shantinagar Bus Stop Ulhasnagar-3, Ulhasnagar, Thane, Maharashtra – 421002 and ;

(2) Mr. Pushpendra Jaiswal, aged about 36 years, an Adult, Indian Inhabitant, having Income Tax Permanent Account Number as AHUPJ8470G, residing at H.N. 161, Ward No. 4, Near Bandhwa Talab, Budhwari Bazar, Sakti (M), Janjgir-Champa, Chhattisgarh - 495689, hereinafter referred to as the **“Purchasers/ Transferees/ Party of the Second Part”** (which expression unless repugnant to the context or meaning thereof shall mean and include them, their heirs, executor/s, administrator/s, permitted assigns and successor/s in title);

Mrs. Sumati Mahadev Pawar (Vendor/ Transferor)	(1) Ms. Preeti Radheshyam Gupta (Purchaser/ Transferee)	(2) Mr. Pushpendra Jaiswal (Purchaser/ Transferee)

AND Party of First Part and Second Part individually referred to as “**the party**” and collectively referred to as “**the parties hereto**” **AS FOLLOWS:**

WHEREAS:-

- (a) The Vendor/ Transferor is absolute Owner, sufficiently entitled to and has clear right, title and interest in **Flat No. 401**, admeasuring about 48.35 Sq. Mtr. Carpet area on 4th Floor of A Wing in the Building Shree Dattakrupa Heights, Building No. 125 belonging to N. N. Shree Dattakrupa Co-operative Housing Society Ltd., situated at Nehru Nagar, Kurla (East), Mumbai – 400024 (hereinafter referred to as the “**said Flat**”).
- (b) The Vendor/ Transferor is also the member of N. N. Shree Dattakrupa Co-operative Housing Society Ltd. a Society registered with the Dy. Registrar of Co-operative Societies at Mumbai, under the Maharashtra Co-operative Societies Act, 1960, under Registration No. BOM/HSG/7944 Dated 12-11-1982, (hereinafter referred to as “**The Said Society**”) and by virtue of being the bonafide member of the said Society, the said Society viz. N. N. Shree Dattakrupa Co-operative Housing Society Ltd. has issued Share Certificate No. 013, dated 25.10.2020, for Ten fully paid shares of Rs. 50/- each bearing Nos. 121 to 130 (both inclusive) (hereinafter referred to as “**the said Shares/ Membership of the Society**”).
- (c) The said Flat viz. Flat No. 401, the said Shares and Membership of the Society together with the right to use, occupy, enjoy and possess the said Flat and the common amenities of the said Society and also the Vendor/ Transferor's right in the share capital of the said Society more particularly defined under schedule of property and hereinafter collectively referred to as the “**said Property**”.

Mrs. Sumati Mahadev Pawar (Vendor/ Transferor)	(1) Ms. Preeti Radheshyam Gupta (Purchaser/ Transferee)	(2) Mr. Pushpendra Jaiswal (Purchaser/ Transferee)

- (d)** Originally the said Property was allotted by M/s. Ekdanta Constructions Private Limited (therein referred to as ‘the Promoter’) on Ownership Basis to the Mrs. Sumati Mahadev Pawar (therein referred to as ‘the Allottee’) and N. N. Shree Dattakrupa Co-operative Housing Society Ltd. (therein referred to as ‘the Society/Confirming Party) by the way of Agreement to Allot in lieu of the tenancy rights in respect of Room No. 4139, Shree Dattakrupa Heights, Building No. 125, Nehru Nagar, Kurla (East), Mumbai – 400024 possessed by the Mrs. Sumati Mahadev Pawar vide. Agreement executed on 26.03.2021 which is registered in the office of Sub-Registrar of Assurance under Serial Number KRL2-6104-2021, on 26.03.2021.
- (e)** At present the Vendor/ Transferor is holding the said Property on what is known as ‘Ownership Basis’.
- (f)** Before the execution hereof the Vendor/ Transferor has declare and made the following representations/ affirmations and covenants to the Purchasers/ Transferees which she believes to be true and correct and the said representations and the recitals hereinbefore made shall be the integral part of this Agreement:
- (i) The Vendor/ Transferor doth hereby declare that the said Property is free from all encumbrances, claims and demands whatsoever and the said Property is clear and marketable and that she is fully entitled to deal with or dispose off the same.
- (ii) The Vendor/ Transferor has paid and cleared off the charges payable to the Society by way of Municipal Taxes and other dues/outgoings related to the said Property up to the date of handing over the possession to the Purchasers/ Transferees as per the Society bills.
- (iii) The Vendor/ Transferor hereby declare and confirm that the said Property is absolutely belongs to her and that she has not created any

Mrs. Sumati Mahadev Pawar (Vendor/ Transferor)	(1) Ms. Preeti Radheshyam Gupta (Purchaser/ Transferee)	(2) Mr. Pushpendra Jaiswal (Purchaser/ Transferee)

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 Property in any Court of Law, Tax Authorities or with Municipality or Society authorities.

(iv) The Vendor/ Transferor agree to transfer the said right in the share capital of the said Society and her interest in the said Property to the Purchasers/ Transferees and the Purchasers/ Transferees are entitled to hold, possess, occupy and enjoy the said Property without any interruption from the Vendor/ Transferor or anyone else claiming through her.

(v) The Vendor/ Transferor hereby further declare that she has full right and absolute authority to enter into this Agreement and transfer the said Property and that she has not done or performed any act, deed, matter or things whatsoever whereby she may be prevented from entering into this Agreement as purported to be obstructed, prevented or hindered in enjoying the rights to be conferred or transferred or assigned in her favour or whereby quiet and peaceful enjoyment possession of the Purchasers/ Transferees in respect of the said Property may be disturbed.

(g) The Vendor/ Transferor has represented to the Transferee that she is desirous of disposing off her share, right, title and interest in the said Property for a lump-sum consideration and the Purchasers/ Transferees herein have agreed to acquire all the right, title and interest of the Vendor/ Transferor in the said Property on the following terms and conditions:

Mrs. Sumati Mahadev Pawar (Vendor/ Transferor)	(1) Ms. Preeti Radheshyam Gupta (Purchaser/ Transferee)	(2) Mr. Pushpendra Jaiswal (Purchaser/ Transferee)

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. It is agreed and declared by the parties hereto that the recitals narrated herein above contain the factual position relating to the said Property. The statements, declarations and representations made therein are true and correct. The parties repeat, reiterate and confirm the contents of the recitals, and the terms and phrases defined in the recitals as if the same were incorporated in the operative part of this Agreement as if the same are reproduce verbatim.
2. The Vendor/ Transferor hereby sell, transfer, convey and assign all her right, title and interest in the said **Flat No. 401**, admeasuring about 48.35 Sq. Mtr. Carpet area on 4th Floor of A Wing in the Building Shree Dattakrupa Heights, Building No. 125 belonging to N. N. Shree Dattakrupa Co-operative Housing Society Ltd., situated at Nehru Nagar, Kurla (East), Mumbai – 400024, the said Shares, membership of the said Society and also the Vendor/ Transferor's right in the share capital of the said Society and the common amenities of the said Society and the Purchasers/ Transferees herein have agreed to acquire all their right, title and interest in the said Property.
3. The Vendor/ Transferor hereby transfer all her share, right, title and interest in the said Property for the total consideration of **Rs.1,09,00,000/- (Rupees One Crore Nine Lakhs Only)**. The Purchasers/ Transferees shall make the payment of the consideration mentioned hereinabove simultaneously against actual physical vacant possession of the abovesaid Property in the following manner:

Mrs. Sumati Mahadev Pawar (Vendor/ Transferor)	(1) Ms. Preeti Radheshyam Gupta (Purchaser/ Transferee)	(2) Mr. Pushpendra Jaiswal (Purchaser/ Transferee)

- a) A sum of **Rs. 19,00,000/- (Rupees Nineteen Lakhs Only)** [after deducting full T.D.S. of 1% on total consideration i.e. Rs. 1,09,000/- (Rupees One Lakh Nine Thousand Only)] has already been paid by the Purchasers/ Transferees to the Vendor/ Transferor as a way of token and earnest money deposit and part consideration on or before execution of this Agreement.
- b) Balance sum of **Rs. 90,00,000/- (Rupees Ninety Lakhs Only)** shall be paid by the Purchasers/ Transferees to the Vendor/ Transferor as balance full and final consideration by them and/or partially/ fully by taking bank loan on or before 60 Days from the execution of this Agreement. If the Purchasers/ Transferees are taking bank loan, the Vendor/ Transferor shall agrees to corporate and give her support and signature whenever and wherever required for obtaining bank loan. Society No Objection Certificate for creation of charge/lien in the bank's format shall also be obtained by the Vendor/ Transferor in the case if the Purchasers/ Transferees are taking Bank Loan.

The Vendor/ Transferor doth hereby admit and acknowledge the receipt of the said consideration as mentioned under this Agreement and on receipt of full and final consideration agree to acquit, release and discharge the Purchasers/ Transferees from the payment of the consideration or any part thereof on execution of this Agreement.

4. Both the parties have agreed that 1% TDS under section 194 IA of Income Tax Act to be deducted by the Purchasers/ Transferees out of payment to be made to the Vendor/ Transferor and deposited with Government of India and Purchasers/ Transferees will issue a TDS Certificate to that effect to the Vendor/ Transferor as per prevalent Income Tax rules.

Mrs. Sumati Mahadev Pawar (Vendor/ Transferor)	(1) Ms. Preeti Radheshyam Gupta (Purchaser/ Transferee)	(2) Mr. Pushpendra Jaiswal (Purchaser/ Transferee)

- 5.** The Vendor/ Transferor undertake, indemnify and keep indemnified the Purchasers/ Transferees with regards to (i) all liabilities till the date of execution of this Agreement, (ii) all dues and charges payable to the Society and/or to the concerned authorities with related to the said Property up to the date of handing over the possession to the Purchasers/ Transferees, (iii) any claim that may be made by the said Society or anyone else in respect of the said Property for the above period till the handing over vacant, physical and peaceful possession of the said Property to the Purchasers/ Transferees, (iv) any claim of any nature received in respect of contrary of any covenants as given by the Vendor/ Transferor in this Agreement.
- 6.** The Vendor/ Transferor shall deliver to the Purchasers/ Transferees the vacant, physical and peaceful possession of the said Property on completion of the sale i.e. on receipt of the full and final consideration mentioned hereinabove.
- 7.** The Vendor/ Transferor shall pay and clear off the charges payable to the Society by way of Maintenance, Municipal Taxes and other dues/outgoings related to the said Property up to the date of handing over the possession to the Purchasers/ Transferees as per the Society bills or any other dues in respect of the said Property and hereby agrees to keep the Purchasers/ Transferees indemnified against any claim that may be made by the said Society or anyone else in respect of the said Property for the above period till completion of Sale at a later date.
- 8.** The Purchasers/ Transferees hereby agrees to pay all the charges payable by way of Maintenance, Municipal Taxes and other dues/outgoings related to the said Property from the date of taking over the possession of the said

Mrs. Sumati Mahadev Pawar (Vendor/ Transferor)	(1) Ms. Preeti Radheshyam Gupta (Purchaser/ Transferee)	(2) Mr. Pushpendra Jaiswal (Purchaser/ Transferee)

Property and hereby declares and confirms that they will abide by the Bye-laws of the said Society, without any reservation whatsoever.

9. The Vendor/ Transferor hereby release, relinquish, give up and surrender all her right, title and interest in the said Property, membership of the said Society, and the Share Certificate in favour of the Purchasers/ Transferees forever subject to payment of full and final consideration.
10. The Vendor/ Transferor shall hand over the Share Certificate, original Agreement/s and/or all other relevant documents entered into by her with the earlier vendor, to the Purchasers/ Transferees for their record on receipt of the full and final consideration.
11. The Vendor/ Transferor shall execute all the relevant papers required for the effective transfer of the said Property on receipt of full and final consideration and undertake to co-operate with the Purchasers/ Transferees for the membership of the said Society transferred in the names of the Purchasers/ Transferees and shall execute all such further papers/ documents/ writings whatsoever for the effective transfer of the said Property.
12. Should there be any claim in respect of the said Property from any person or persons or any authority pertaining to any period prior to the transfer of the said Property in the names of the Purchasers/ Transferees, the Vendor/ Transferor hereby agree to indemnify and keep indemnified the Purchasers/ Transferees against such claims by settling such claims from her own funds only and taking all the legal responsibilities upon her.
13. The Vendor/ Transferor hereby undertake and declare that in case any nomination, assignment, lien or charge in respect of the said Property

Mrs. Sumati Mahadev Pawar (Vendor/ Transferor)	(1) Ms. Preeti Radheshyam Gupta (Purchaser/ Transferee)	(2) Mr. Pushpendra Jaiswal (Purchaser/ Transferee)

including the said shares or for nominal/ joint/ associate membership of the society without ownership right have been made and/or created by the Vendor/ Transferor and/or anyone else claiming through her prior to the date of execution of these presents, in favour of any person or persons other than the said Purchasers/ Transferees, the same shall after the execution of these presents, be deemed to be null and not binding upon the said Society/ Builders and/or the Purchasers/ Transferees and/or their nominees.

14. In the event of it being found that the Vendor/ Transferor is not entitled to enter into this Agreement and transfer her right sought or purported to be transferred hereby and the Purchasers/ Transferees are not able to enjoy quiet, vacant, physical and peaceful possession of the said Property due to any such reasons the Vendor/ Transferor be liable to compensate, indemnify and/or reimburse the Purchasers/ Transferees all the loss or damage which the Purchasers/ Transferees may suffer or sustain in this behalf.

15. The Vendor/ Transferor hereby undertake to furnish any other documents, which may be required by the Purchasers/ Transferees to make the title of the said Property clear, absolute and marketable without claiming any extra charges or compensation. It is whole responsibility of the Vendor/ Transferor to furnish such document whatsoever is required to make the title of the said Property clear and marketable without any encumbrances or claims. The Vendor/ Transferor also agree and undertake to sign any other documents or forms with regards to transfer of Property in favour of the Purchasers/ Transferees.

Mrs. Sumati Mahadev Pawar (Vendor/ Transferor)	(1) Ms. Preeti Radheshyam Gupta (Purchaser/ Transferee)	(2) Mr. Pushpendra Jaiswal (Purchaser/ Transferee)

- 16.** The Society Transfer charges/fees will be borne and paid by both the parties in equal 50% share each. However, the Stamp Duty and Registration charges on the present agreement will be borne and paid by the Purchasers/ Transferees. However the Stamp Duty on all the earlier transactions, if any shall be payable by the Vendor/ Transferor only.
- 17.** This Agreement has been executed in Mumbai. The property is situated at Mumbai and the payments are made in Mumbai. Hence it is subject to **jurisdiction of Mumbai Courts of Law.**

SCHEDULE OF PROPERTY

- **Flat No. 401**, admeasuring about **48.35 Sq. Mtr. Carpet area** on **4th Floor of A Wing** in the Building consisting of Stilt + 13 upper Floors known as **Shree Dattakrupa Heights, Building No. 125** belonging to N. N. Shree Dattakrupa Co-operative Housing Society Ltd., situated at Nehru Nagar, Kurla (East), Mumbai – 400024, constructed on or about 2018 on land bearing Survey No. 229 & 267 (Part, **C.T.S No. 2 (pt) in Kurla 3 Village in District Mumbai Suburban.**
- Membership of the Said Society vide. Share Certificate No. 013, dated 25.10.2020, for Ten fully paid shares of Rs. 50/- each bearing Nos. 121 to 130 (both inclusive).
- Right to use, occupy, enjoy and possess the said Flat and the common amenities of the said Society and also the Vendor/ Transferor's right in the share capital of the said Society and the common amenities of the said Society.

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

Mrs. Sumati Mahadev Pawar (Vendor/ Transferor)	(1) Ms. Preeti Radheshyam Gupta (Purchaser/ Transferee)	(2) Mr. Pushpendra Jaiswal (Purchaser/ Transferee)

	Signature & Left Thumb Print	Photograph
SIGNED AND DELIVERED BY the Withinnamed the Vendor/ Transferor Mrs. Sumati Mahadev Pawar		
In the Presence of...		
1) _____		
2) _____		

	Signature & Left Thumb Print	Photograph
SIGNED AND DELIVERED BY the Withinnamed the Purchasers/ Transferees (1) Ms. Preeti Radheshyam Gupta		
(2) Mr. Pushpendra Jaiswal		
In the Presence of...		
1) _____		
2) _____		

RECEIPT

RECEIVED of and from the within named Purchasers/ Transferees, **(1) Ms. Preeti Radheshyam Gupta & (2) Mr. Pushpendra Jaiswal** a sum of **Rs. 19,00,000/- (Rupees Nineteen Lakhs Only)** being the token and earnest money deposit and part consideration for the sale and transfer of Flat No. 401, 4th Floor, N. N. Shree Dattakrupa Co-operative Housing Society Ltd., Nehru Nagar, Kurla (East), Mumbai – 400024, as under:

Sr. No.	Cheque No.	Dated	Drawn On	From *	To *	Amount (Rs.)
T O T A L						19,00,000/-

(Rupees Nineteen Lakhs Only)

<i>*Abbreviations:</i>	Ms. Preeti Radheshyam Gupta = PRG
Mrs. Sumati Mahadev Pawar = SMP	Mr. Pushpendra Jaiswal = PJ

I SAY RECEIVED.
Rs. 19,00,000/-

Mrs. Sumati Mahadev Pawar
(Vendor/ Transferor)

Witnesses:

Signature of Witnesses

1. _____

2. _____

Place: Mumbai.

Date: _____/06/2024

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Mumbai, Dated
The _____ day of June, 2024

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B E T W E E N

Mrs. Sumati Mahadev Pawar

..... Vendor/ Transferor

A N D

(1) Ms. Preeti Radheshyam Gupta &
(2) Mr. Pushpendra Jaiswal

..... Purchasers/ Transferees

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AGREEMENT FOR SALE

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Advocate

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Ref:5281 Pushpendra Jaiswal Agreement PB 27-06-24