

CHALLAN MTR Form Number-6



GRN MH016436596202223P BARCODE			II III Dat	e 08/03/2023-14:58	8:25 F	orm	ID	25.2	
Department Inspector General Of Registration				Payer Detail	s				
Stamp Duty Type of Payment Registration Fee Office Name KRL3_JT SUB REGISTRAR KURLA NO 3			TAX ID / TAN (If Any) PAN No.(If Applicable) CQWPS2975N						
				Imran Ayub Shaikh					
Location MUMBAI									
Year 2022-2023 One Time			No.	Flat No. 1702, 17th floor, Vista-I, Vista CHS Ltd.					
Account Head Details	Amount In Rs.	Premises/I	Building						
0030045501 Stamp Duty	3900000.00	Road/Stree	t	The Address, Opp. R City Mall, LBS Marg					
0030063301 Registration Fee	30000.00	On Area/Locality Ghatkopar West, Mumbai Town/City/District							
		PIN			4 0		0 0	8	6
		PAN2=AAA SMALLER	HA4882Q~	SecondPartyName= <i>A</i>	ASHWII	N	KUMAF	к кот	HAR
		Amount In	Thirty Nir	ne Lakh Thirty Thous	and Ru	pee	es Only		
Total	39,30,000.00	Words							
Payment Details STATE BANK OF IND	AIA		FC	OR USE IN RECEIVI	NG BA	NK			
Cheque-DD Details			Ref. No.	100005020230308	304457	18	626242	57129	
Cheque/DD No.		Bank Date	RBI Date	I Date 08/03/2023-15:00:40 Not Verified v		d with F	RBI		
Name of Bank		Bank-Branch STATE BANK OF INDIA							
Name of Branch			Date	Not Verified with Scroll					
				-		-			

Department ID : Mobile No. : 7021268886 NOTE:-This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुरयम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागु आहे . नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही .

ASTER WITH WILLIAM (SMALLER) HUF
KARTA

Page 1/1

Print Date 08-03-2023 03:03:44

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is made and entered into at Mumbai this _____ day of March, 2023 ("Execution Date")

BETWEEN

ASHWIN KUMAR KOTHARI (SMALLER) HUF through its Karta Mr. Ashwin Kumar Kothari, having PAN No. AAAHA4882Q and address at Flat No. 5103 of "The Imperial" South Tower 51st floor, B. B. Nakashe Marg, Tardeo, Mumbai 400034, hereinafter called "Vendor" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the members of HUF from time to time and the last surviving member of the HUF and the heirs, executors and administrators of such last surviving member of the HUF) of the ONE PART

AND

(1) Mr. Imran Ayub Shaikh (PAN No. CQWPS2975N and Aadhar Card No. 274934634722), aged 33 years and (2) Mrs. Nazia Imran Shaikh (PAN No. BUSPG0814R and Aadhar Card No. 851575076357), aged 27 years, both adult Indian Inhabitants and having their residence at Flat No. 402, 4th floor, Promenade 2, The Address, Opposite R-City Mall, L.B.S. Marg, Ghatkopar (west), Mumbai 400086, hereinafter collectively called "Purchasers" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors and administrators) of the OTHER PART.

("Vendor" and "Purchaser" are hereinafter collectively referred to as "Parties" and individually referred to as "Party" as the case may be)

WHEREAS:-

a. By Allotment Letter dated 18th February, 2010 ("Allotment Letter"), Wadhwa Residency Private Limited allotted to Vendor herein, a 4BHK Flat No. 1702 on the 17th floor in Wing "Vista-I" of the building known

FOR ASHUIN KUMAR KREMARI (SMALLER) HUF

Page 1 of 14 KARTA

-

as "Vista – I" ("Building") in the project known as "The Address" admeasuring approximately 1773 sq. ft. equivalent to approximately 164.71 sq. meters carpet area lying, being and situated on all that pieces and parcels of land bearing C.T.S. No. 50, 50/1 to 50/7, 50/35 to 50/44 of revenue Village Vikhroli, Taluka Ghatkopar, Mumbai Suburban District and more particularly described in the Schedule written hereunder ("Flat") together with allotment of 2 (two) car parking space in the podium of the Building in the project known as "The Address" ("said Car Parking Spaces") for consideration and on the terms and conditions mentioned therein;

- b. By Articles of Agreement dated 30th March 2016 registered with Sub-Registrar of Assurances under serial No. KRL-3/4649/2016 ("said Agreement"), entered into by and between Wadhwa Residency Private Limited, therein referred to as promoter of one part ("Promoter") and the Vendor herein, therein referred to as the flat purchaser/s of the other part, the Promoter therein sold a Flat together with Car Parking Space for the consideration and on the terms and conditions mentioned therein.
- c. The Promoter completed the construction of the building and obtained part occupation certificate dated 18th April 2015 from M.C.G.M.
- d. The Vendor has paid entire consideration in respect of the Flat to the Owner and Developer (including for the said Car Parking Spaces).
- e. Vendor is also the registered member and shareholder of "Vista Cooperative Housing Society Limited" ("Society"), which is registered under the Maharashtra Co-operative Society Act, having registration no. MUM/ WN/ HSG/ TC/ 10862/ 2016-17 and Vendor is registered holder of 10 (Ten) fully paid-up shares of face value of Rs. 50/- (Rupees Fifty Only) each, of the aggregate value of Rs. 500/- (Rupees Five

Page 20F14 PAGEA

Hundred Only) bearing distinctive Nos. 461 to 470 (both inclusive) issued by the Society under its common seal vide Share Certificate bearing No. 47 on 22nd September 2018 ("the Shares") in respect of the ownership of the Flat.

- f. The Shares and the Flat are more particularly described in the Schedule hereunder written and are hereinafter collectively referred to as "the Premises".
- g. In the circumstances the Vendor is the owner of and seized and possessed of and otherwise sufficiently entitled to the Premises. The Vendor has represented to the Purchasers that the title of the Vendor to the Premises is clear and marketable and free from all encumbrances of whatsoever and howsoever nature and that the Vendor has good right, full power and absolute authority and entitlement to sell and transfer all their right, title, interest, benefit, claim and demand in the Premises in favour of the Purchasers free from all encumbrances;
- h. On or before the Execution Date, the Purchasers have at their own costs, charge and expense carried out title due diligence in respect of the title of the Vendor to the Premises and after being satisfied and having accepted the title of the Vendor to the Premises and having inspected the Flat and the Car Parking Spaces and being satisfied with and accepted the condition of the Flat and the Car Parking Spaces, the Purchasers are entering into this Agreement with the Vendor.
- i. Pursuant to application made by Vendor to the Society, the Society vide its letter dated 25th February, 2023 has granted its No Objection Certificate (NOC) to Vendor on the terms and conditions mentioned therein. A copy of the said NOC letter dated 25th February, 2023 is annexed and marked as <u>Annexure A</u>.

FOR ASHEIN KUMAR KETHAM (SMALLER) HUF

Page 3 of 14

j. Pursuant to the negotiations between the parties, the Vendor has agreed to sell to the Purchasers and the Purchasers have agreed to purchase and acquire from the Vendor, the Premises more particularly described in the Schedule written hereunder together with the right of the Vendor in the allotted Car Parking Spaces in the podium of the Building, on the terms and conditions recorded hereinafter.

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

- The recitals mentioned hereinabove shall always form an integral operative part of this Agreement as if the same is incorporated herein in verbatim.
 - 2. In consideration of sum of Rs. 6,50,00,000/- (Rupees Six Crores Fifty Lakhs only) ("Total Sale Consideration"), subject to tax deducted at source (TDS) @ 1% as per the Income Tax Act and rules made therein under ("TDS Amount"), to be paid by the Purchasers to the Vendor in the manner hereinafter appearing, the Vendor agrees to sell to the Purchasers 10 (Ten) fully paid-up shares of face value of Rs. 50/-(Rupees Fifty Only) each, of the aggregate value of Rs. 500/- (Rupees Five Hundred Only) bearing distinctive Nos. 461 to 470 (both inclusive) issued by the Society under its common seal vide Share Certificate bearing No. 47 on 22nd September 2018 in respect of ownership of 4BHK Flat No. 1702 on the 17th floor in Wing "Vista-I" of the building known as "Vista – I" ("Building") in the project known as "The Address" admeasuring approximately 1773 sq. ft. equivalent to approximately 164.71 sq. meters carpet area lying, being and situated on all that pieces and parcels of land bearing C.T.S. No. 50, 50/1 to 50/7, 50/35 to 50/44 of revenue Village Vikhroli, Taluka Ghatkopar, Mumbai Suburban District and more particularly described in the Schedule

FOR ASHEIN KUMER KETHAM (SMALLER) HUF
KARTA

Page 4 of 14

written hereunder together with 2 (two) allotted car parking space in the podium of the Building.

- 3. The Total Consideration being sum of Rs. 6,50,00,000/- (Rupees Six Crores Fifty Lakhs Only), subject to applicable deduction of TDS @ 1% under the provisions of Income Tax Act and rules made therein under shall be paid by the Purchasers to the Vendor in the following manner:
 - (i) A sum of Rs. 43,50,000/- (Rupees Three Lakhs Fifty Thousand Only) towards earnest money has been paid by the Purchasers to the Vendor on or before the execution of this Agreement (the payment and receipt whereof the Vendor doth hereby admit, acknowledge and confirm and of and from the same and every part thereof forever acquit, release and discharge the Purchasers from payment thereof); and
 - (ii) Balance sum of Rs. 6,00,00,000/- (Rupees Six Crores Only), shall be paid by the Purchasers to the Vendor within 30 days from the time of registration of this Agreement, time being the essence of this Agreement.
- 4. The Purchasers shall deposit the TDS Amount of Rs. 6,50,000/- to the credit of the Vendor with income-tax department and immediately deliver copy of challan evidencing payment of the same to the Vendor simultaneously upon execution and registration of this Agreement. Further the TDS certificate as per the Income Tax Act and rules made therein under shall be provided by Purchasers to Vendor within 15 days from the date of deposit and payment of TDS amount by Purchasers to the credit of the Vendor with the Income Tax authorities. It is hereby clarified that the amount deducted as TDS shall be deemed as forming part of Total Consideration of the said Flat

for ashthin kumar katham (smaller) huf

Page 5 of 14

The Parties hereby mutually agree that the payment of Total Consideration by the Purchasers to the Vendor under this Agreement, deposit of TDS to the credit of the Vendor by the Purchasers and providing of TDS Certificate by the Purchaser to the Vendor within the time period provided herein is the essence of this Agreement. In the event if the Purchasers fails to observe, perform and comply with the above then this Agreement shall be cancelled, terminated and determined at the option of the Vendor. Within 7 (seven) days from the date of termination of this Agreement, Vendor and Purchasers shall enter into, execute and register Cancellation Deed for cancelling this Agreement at the costs and expenses of the Purchasers. The Vendor shall returned back to the Purchaser the earnest money received without interest on the day of registering the Cancellation Deed. In furtherance of the above, Vendor shall co-operate with the Purchasers by executing necessary forms, applications, etc required by the Purchasers for claiming refund of stamp duty paid on this Agreement from the competent authority at the costs and expenses of the Purchasers.

5.

- 6. Simultaneously upon Purchasers paying the balance consideration as mentioned in clause 3(ii) above to the Vendor via pay order/bank draft/rtgs, the Vendor shall hand over all original title documents in respect of the Flat in possession of the Vendor including Allotment Letter, Receipts etc to the lender of the Purchasers.
- 7. Without prejudice to the rights of the Vendor under this Agreement, in the event if the Purchasers fails to make any payments/ amounts within the timelines as mentioned under this Agreement to the Vendor, then Purchasers shall be liable to pay such outstanding amount together with interest @ 18% p.a. thereupon from the date of such default till realization of the same to the Vendor.

FOR ASHWIN KUMAR KATHAM (SMALLER) HUF
THERE WAS A SHOWN THE SMALLER) HUF
THATA

Page 6 of 14

- 8. Within 3 (three) working days from the date of receipt of the entire Total Consideration by the Vendor from the Purchaser for the Premises, the Vendor shall assign and transfer his right in the allotted 2 (two) nos. of car parking spaces in the podium of the building attached to the Flat in favour of the Purchaser and the Purchaser shall be entitled to use the allotted Car Parking Space for parking his own vehicles only along with the Flat, subject to the Purchaser abiding by all the rules and regulations of the Society or bye laws of the society with regard to such Car Parking Spaces.
- 9. The Vendor doth hereby represents, declares, warrants, assures and covenants with the Purchaser as follows:-
 - (i) that the Vendor is the absolute owner of the Premises and except the Vendor no other person or persons has/have any right, title, interest, claim or demand of any nature whatsoever or howsoever unto or upon the Premises;
 - (ii) that the Vendor has in himself good title, full power and absolute authority and entitlement to sell the Premises and transfer all his right, title, interest and benefit in the Premises in favour of the Purchasers herein;
 - (iii) that the Vendor or any one claiming by through or under him has/have not committed or omitted any act, deed, matter or thing whereby the Vendor's ownership right to the Flat and the right of the Vendor to the allotted Car Parking Space and the Shares may be prejudicially affected or encumbered in any manner or whereby the right, title, interest and benefit of the Vendor in the Premises may become liable to attachment and/or sale whether by a decree or order of the Competent Court or otherwise;

REAR ASHININ KUMAR KETMAKI (SMALLER) HUF
KAHTA

Page 7 of 14

- (iv) that the Vendor has not Mortgaged the Premises to any Bank or Financial Institution. The Vendor further covenant that the Vendor has not created or purported to create and shall hereinafter not create any tenancy, license, charge, lease, mortgage, lien or any kind of third party rights over the Premises.
- (v) there is no pending litigation in any court of law or before any authority including any arbitration proceedings of any kind whatsoever in respect of the Premises;
- (vi) that simultaneously upon payment of all the amounts due and payable to Vendor under this Agreement and observance, performance and compliance of all the terms and conditions mentioned herein, the Purchasers shall peaceably and quietly be entitled to hold, use, occupy, enjoy, possess and own the Flat and all incidental benefits attached thereto;
- (vii) that the Vendor has not received any notice for acquisition or requisition of the Flat from any competent authority and/or the Government, etc;
- (viii) that no insolvency and/or bankruptcy proceedings is pending against the Vendor before any competent authority, tribunal or court of law;
- (ix) that the Vendor is in possession of all the original articles of agreement dated 30th March 2016 and the original share certificate in relation to the Shares;
- (x) that the Vendor has not entered into any Agreement of Sale with any other party other than the Purchasers.

Page 8 of 14 KARTA

KARTA

- The Purchasers doth hereby jointly represents, declares, warrants, 10. assures and covenants with the Vendor as follows:
 - that the Purchasers shall pay all the amounts due and payable (i) under this Agreement to the Vendor (including Total Consideration), deposit the TDS Amount to the credit of the Vendor and provide TDS Certificate for TDS amounts so deposited within the time period provided under this Agreement without any delay, demur or default, time being the essence of this Agreement; and
 - that the Purchaser shall duly observe, perform and comply with (ii) all the terms and conditions of the articles of agreement dated 30th March 2016 and also all the rules, regulations and bye laws of the Society, without any delay, demur or default.
- 11. The Vendor has paid advance maintenance and outgoings in respect of the Flat and the Car Parking Spaces. Simultaneously upon execution of this Agreement, the Purchasers shall reimburse/repay to the Vendor the advance maintenance and outgoings amounting to Rs. 67,730/-(Rupees Sixty Seven Thousand Seven Hundred and Thirty Only). From April 2023 to June 2023 or the date of handing over possession of the Flat by the Vendor to the Purchasers, whichever is earlier, the Purchasers shall alone bear and pay all maintenance and outgoings in respect of the Flat and the Car Parking Spaces.
- 12. The Purchasers doth hereby agree and covenant to become member of the Society and to abide by and observe and perform all the rules and regulations and bye-laws of the Society from time to time in force.
- 13. Upon receipt of the entire Total Sale Consideration for the Premises by

Page 9 of 14 CARTA Cullian

the Vendor from the Purchasers, the Vendor shall not have any right, title, interest and benefit in the Premises.

- 14. The Parties have mutually agreed that each of the party shall have the right to seek specific performance of this Agreement in the event of default by the other party and in addition to the above the defaulting party shall also be liable to bear direct cost, expenses and losses suffered by the suffering party.
- 15. The stamp duty and registration charges for the purpose of registration of this Agreement shall be borne and paid by the Purchasers only.
- 16. Simultaneously, upon payment of Total Consideration by Purchasers to the Vendor and the Vendor being in receipt of the same from the Purchasers, The Purchasers shall have undivided share, right, title, interest, entitlement and benefit in the Premises.
- 17. Within 7 (seven) working days from the date of receipt of the entire Total Consideration by the Vendor from the Purchaser for the Premises, the Vendor at the costs, charges and expenses of the Purchasers, shall execute a sale deed in favour of the Purchasers in relation to the said Premises in the format mutually approved by the Parties in writing.
- 18. Transfer fees/ charges payable to Society will be paid by the Vendor and the Purchasers shall reimburse 50% of such transfer fees/charges to the Vendor.
- 19. Notwithstanding what is mentioned in this Agreement, no right, title, interest, entitlement, claim, demand and demand is created or deemed to be created in favour of the Purchasers in respect of the Premises

Page 10 of 14

FOR ASHEIN KUMAR KATHAM (SMALLER) HUF

under this Agreement until the entire Total Consideration is paid by the Purchasers to the Vendor and the Vendor is in receipt of the same.

- 20. All disputes under this Agreement are subject to the jurisdiction of Courts at Mumbai.
- 21. Notwithstanding what is stated in this Agreement, this Agreement constitutes the entire agreement between the Parties with respect to the sale of the Premises and the subject matter hereof and supersedes all prior negotiations, representations or agreements or memorandum of understanding either written or oral.

-: SCHEDULE OF THE PROPERTY REFERRED TO ABOVE:-

("The detailed description of the Premises")

ALL THAT 10 (Ten) fully paid-up shares of face value of Rs. 50/- (Rupees Fifty Only) each, of the aggregate value of Rs. 500/- (Rupees Five Hundred Only) bearing distinctive Nos. 461 to 470 (both inclusive) issued by the Society under its common seal vide Share Certificate bearing No. 47 on 22nd September 2018 in respect of ownership of 4BHK Flat No. 1702 on the 17th floor in Wing "Vista-I" of the building known as "Vista – I" ("Building") in the project known as "The Address" admeasuring approximately 1773 sq. ft. equivalent to approximately 164.71 sq. meters carpet area lying, being and situated on all that pieces and parcels of land bearing C.T.S. No. 50, 50/1 to 50/7, 50/35 to 50/44 of revenue Village Vikhroli, Taluka Ghatkopar, Mumbai Suburban District.

FOR ASHIJIN KUMAR KATMAM (SMALLER) HUF

Page 11 of 14

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day and the year first hereinabove written.

SIGNED AND DELIVERED BY]
the within named "Vendor"]
ASHWIN KUMAR KOTHARI (SMALLER) HUF]
through its Karta Mr. Ashwin Kumar Kothari]



FOR ASHUIN KUMAR KRIMARI (SMALLER) HUF

John KARTA

SIGNED AND		DELIVERED		

by the within named "Purchasers"

(1) Mr. Imran Ayub Shaikh

(2) Mrs. Nazia Imran Shaikh

All the Parties to this Agreement in the presence of the following Witness:

1.

2.

RECEIPT

RECEIVED with thanks from (1) Mr. Imran Ayub Shaikh and (2) Mrs. Nazia Imran Shaikh, the within named Purchasers, the sum of Rs. 43,50,000 /- (Rupees Forty Three Lakhs Fifty Thousand Only) being the earnest money out of the Total Consideration for the sale of the Premises, in the manner as mentioned herein below:

Sr. No.	Dated	Cheque No.	Drawn on	In favour of	Amount (in Rupees)
1.	20.02.2023	001402	ICICI Bank	Ashwin Kumar Kothari (S) HUF	21,00,000/-
2.	01.03.2023	001407	ICICI Bank	Ashwin Kumar Kothari (S) HUF	22,50,000/-
		TOTAL			43,50,000/-

NOTE: This receipt is subject to and shall be valid only upon realization of the entire Total Consideration for the Premises by the Vendor from the Purchaser.

Rs. 6,50,00,000/- (Rupees Six Crores Fifty Lakhs Only).

Dated: ____ day of March, 2023

Place: MUMBAI

WE SAY RECEIVED

ASHWIN KUMAR KOTHAŘI (SMALLER) HUF

through its Karta MR. ASHWIN KUMAR KOTHARI

Witness:

1.

2.

VISTA CO-OPERATIVE HOUSING SOCIETY LTD

CTS NO - 50, 50/1 to 50/7, 50/35 to 50/44 Vikhroli Village. LBS Marg, Ghatkopar (W), Mumbai - 400 086

(Regn. No MUM / WN / HSG / T C / 10862 / 2016 - 2017 dated 31/03/2017)

February 25, 2023

Ashwin Kumar Kothari (S) HUF Flat No: 1702. Vista 1 The Address.Opp R City Mall, LBS Marg, Ghatkopar W, Mumbai – 400 086

SUB: Permission to transfer shares and interest in Flat No: 1702, Vista 1 of Ashwin Kumar Kothari (S) HUFin the building called "Vista 1" situated at The Address. Opp R City Mall, LBS Marg, Ghatkopar W, Mumbai – 400 086

You have vide application datedFebruary 24, 2023 intimated us about your intention to transfer and assign all your benefits, right, title, shares and interest in respect of the said Flat in favor of **Mr. Imran Ayub Shaikh & Mrs. Nazia Imran Shaikh**("Incumbent Transferee"), subject to obtaining of all the documents as per the provision of byelaws of the co-operative housing society limited.

Please note that we shall have no objection in the aforesaid matter, subject to compliance of transfer formalities as mentioned below:

1) A copy of the agreement between the parties refereed to hereinabove duly stamped as per the present Bombay Stamps Act and registered with the Sub Registrar of Assurances should be made available to us along with the receipts thereof and Index No II.

2) All transfer forms and undertakings there under, as provided under the bye laws should be duly filled in by the Transferor and the Transferee and should be furnished to the Society, in original.

3) You will continue to pay all your dues towards Society charges, Municipal Property Tax, Apex Charges and discharge all your liabilities till the date of cessation of your membership.

4) The member has executed an Indemnity Bond in the name of the society dated $\frac{66-03-2023}{2023}$ stating that the said flat is free from any encumbrances, loan, mortgage or any kind of charge.

5) The above referred flat should have a clear title, free from encumbrances, mortgage charge etc., whatsoever and being free and marketable, prior to the said proposed transfer.

6) Society has issued the share certificate no. 47, bearing distinctive no. from 461 to 470of 50Rs. each against the said flat and same is handover to member, society will transfer the same in to the proposed buyers name once the required formalities towards the sale as per the laws and bye-laws prescribed by the relevant authorities are submitted and approved in the managing committee meeting and annual general body meeting.

We confirm that there are no outstanding dues/charges payable by the said Member in respect of the said flat and they have paid all the outstanding dues/charges of the same till June 30, 2023and also the prospective members will be liable to pay the previous statutory taxes against the respective flat, if any.

Yours Faithfully,

For, Vista Co operative Housing Society Ltd

Chairman

Secretary

Treasure

Reg. No.
MUM/WN/HSG
/ T.C. / 10862 /
2016-2017

AGITANTOPAR (W), NUMBER

MUM/WN/HSG
/ T.C. / 10862 /
2016-2017

FOR ASHRIN KUMAR KATHARLISMALLER) HUF

KARTA

DATED THIS DAY OF MARCH 2023

ASHWIN KUMAR KOTHARI (SMALLER) HUF
VENDOR
AND
IMRAN AYUB SHAIKH & NAZIA IMRAN
SHAIKH PURCHASERS

AGREEMENT FOR SALE