

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai this _____ day of November, 2024

BY AND BETWEEN

1] DR. KOMAL WADHER, WIFE OF MR. HIMANSHU WADHER (PAN AALPW4276B & Aadhar, 7352 7047 8862 Aged 45 years, **2] MR. HIMANSHU WADHER, SON OF MR. NARESHCHANDRA WADHER** (PAN AAKPW0894N & Aadhar 8510 9994 9089), Aged 47 years, Both residents of Mumbai, Indian Inhabitants, Both residing at B-1903, Satellite Tower, Film City Road, Goregaon (East), Mumbai – 400 063 hereinafter collectively referred to as the **“TRANSFERORS”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective legal heirs, successors, executors, administrators and assigns) the party of the **ONE PART;**

AND

1) MRS. JAYSHREE SHARMA, WIFE OF MR. MOHAN SHARMA & (PAN BTXPS9402F) & Aadhar – 8133 9131 8425) Aged 42 years and **2) MR. MOHAN SHARMA, SON OF MR. DEVNATH SHARMA** (PAN – AOSPS7136M & Aadhar – 8580 5685 4186), Aged 48 years, both of Mumbai, Indian Inhabitants, both residing at B-18/A-wing, 404, Gulshan Building, Gokuldham, Goregaon (East), Mumbai 400 063 , hereinafter collectively referred to as called as the **“TRANSFEREES”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective legal heirs, successors, executors, administrators and assigns) the party of the **OTHER PART;**

The Transferors and Transferees shall hereinafter individually be referred to as the **“Party”** and collectively as the **“Parties.”**

WHEREAS :

- A. By an Agreement for Sale dated 08.06.2018 executed by and between M/S SHREE SWASTIK DEVELOPERS a Partnership Firm constituted under the Partnership Act, 1932 having their address at Shop No.4, Shreenathkrupa Appt, Carter Road X No.5, Borivali (East), Mumbai – 400 066 therein referred to as the “the Developer” of the First Part and 1] Smt. Shobhadevi S. Kadam 2] Shri Sanjay S. Kadam 3) Miss Sangeeta S. Kadam 4] Shri Dhiraj S. Kadam & 5. Miss Seema S. Kadam, through their constituted attorney Shri Rajesh N. Kadam, therein referred as “the Owners” of the Second Part and **1] DR. KOMAL HIMANSHU WADHER & 2] MR. HIMANSHU N. WADHER**, therein referred to as the “ Joint-Purchasers” of the Other Part, the said M/S. SHREE SWASTIKA DEVELOPERS sold, transferred, conveyed, and assigned unto and in favour of **1) DR. KOMAL WADHER & MR. HIMANSHU WADHER** on ownership basis a residential unit being Flat no. 1301, C-wing [Tower] admeasuring area 72.76 sq.meters carpet area, built up area 60.23 sq.meters carpet, more particularly situated at Sadguru Complex II C Tower Chs Ltd., Gen. A.K. Vaidya Marg, Film City Road, Goregaon (East), Mumbai – 400 063 on 13th floor in the Building No.D-5 as shown on the typical floor plan thereof known as “SADGURU COMPLEX II C TOWER CHS LTD., ” situates at Gen. A.K. Vaidya Marg, Film City Road, Goregaon (East), Mumbai – 400 063 together with all their rights, title, interest, benefit etc. and on the terms and conditions and for the consideration mentioned therein. The aforesaid Agreement dated 08.06.2018 is duly stamped and registered before the sub-registrar of assurances, Borivali No.5, bearing document no. BRL-5-7893-2018.
- B. By the virtue of above purchase, the Transferors have been absolutely seized and possessed and otherwise well and sufficiently entitled to Flat No. 1301, C-wing [Tower] admeasuring 72.276 sq.meters built up area 60.23 sq.meters carpet, more particularly situated at Sadguru Complex II C Tower Chs Ltd., Gen. A.K. Vaidya Marg, Film City Road, Goregaon (East), Mumbai – 400 063on 13th floor in the Building No.D-5 as shown on the typical floor plan thereof known as Sadguru Complex II C Tower Chs Ltd., situated at Gen. A.K. Vaidya Marg, Film City Road, Goregaon (East), Mumbai

– 400 063 hereinafter referred to as the “said Flat” more particularly described in the First Schedule hereto.

- C. Sadguru Complex II C Tower Chs Ltd., hereinafter referred to as the **“said Society”**, a Co-operative Housing Society incorporated and registered under the provision of the Maharashtra Co-operative Societies Act, 1960 under Registration No. MUM/WP/HSG/TC/15345/2013-14 YEAR 2013 is seized, possessed of or otherwise well and sufficiently entitled to all that pieces and parcel of land admeasuring in aggregate 55,696.50 square metres or thereabouts bearing Survey Number 248 [part], CTS No. 644 [part], Survey No. 256, Hissa Number 1 [part], CTS No. 653 [part], Survey No. 261 [part] CTS No. 620 [part] and Survey No. 267, Hissa No. 1/1 [part], CTS No. 610 [part] and Survey No. 267, Hissa No. 1/1 [part], CTS No. 610 [part], Malad [E], now bearing new CTS Nos. as 620A/1A-4A/2/1 to 620A/1A-4A/2/11 all of Village Malad, Taluka Borivali, Bombay Suburban District, together with the Building No.D-5 as shown on the typical floor plan thereof known as **“Sadguru Complex II C Tower Chs Ltd.”** consisting of Stilt and Stack Car Parking upto 14 (Fourteen) upper floors with Lift facility (hereinafter referred to as the **“said Building No. D-5”**) standing thereon situate, lying and being situate at Village : Malad, Taluka : Borivali, within the District and Registration sub – District of Mumbai City and Mumbai suburban hereinafter referred to as the **“ said Property”** more particularly described in the Second Schedule hereto.
- D. The Transferors are the registered and bonafied members of the said Society and are holding 10 (Ten) fully paid up Shares of Rs. 50/- (Rupees Fifty only) each bearing distinctive No. 381 to 390 (both inclusive) under Share Certificate No. 049 dated 12.11.2017 issued by the said Society (hereinafter referred to as the **said “Shares”**.)
- E. The **said Flat** and the **said Shares**, are hereinafter collectively referred to as **“the said Premises”**.
- F. The Transferors have agreed to sell, transfer and assign to the Transferees and the Transferees have agreed to purchase from the Transferors the said Premises in the said Society including Sinking

Funds standing to the credit of the Transferors account with the Society and as incidental thereto sell transfer and assign all the beneficial right, title and interest of Transferors in the said Premises together with the right of use and occupancy thereof at or for a sum of **Rs. 2,15,00,000/- (Rupees Two Crore Fifteen Lakh only) ("Total Sale Consideration")**. Upon request by the Transferors, the Transferees have agreed that out of the Total Sale Consideration, 50% (fifty percent) shall be paid to **1) DR. KOMAL WADHER** ('Transferor No.1'), & 50% (fifty percent) to **2) MR. HIMANSHU WADHER** ('Transferor No.2'). The Transferors hereby give their no objection for the said arrangement and also undertake not to raise any objection and / or claim of any nature whatsoever in this regard at any point of time in the future.

- G. The Transferors have represented that they have paid municipal assessment taxes, cess, rates, water charges, electricity charges, maintenance charges and all other out goings etc. payable to the Society or the Government Authorities and further if in future it is found that any of the abovementioned dues in respect of the said Premises are due for the period upto the date of execution hereof, the Transferors shall clear the same immediately. The Transferors have further represented that the said Premises is free from all encumbrances of whatsoever nature & the title is clear and marketable.
- H. In regards to the Title of the said Premises, the Transferees have relied on the representation made by the Transferors and based thereupon the Transferees have satisfied themselves about the Title of the said Premises. The Transferees have inspected the said Flat & satisfied themselves regarding the state and condition of the said Flat. The Transferors hereby undertake that there is no material fact about the Title, state and condition of the said Premises which remains undisclosed to the Transferees.
- I. The Transferors have represented to the Transferees that the Society has issued its NO Objection Certificate to sell the said Premises to the Transferees.
- J. The Transferees have paid to the Transferors the sum of **Rs. 5,00,000/- (Rupees Five Lakhs only)** by Cheque issued in the name

of Transferor No.1 i.e. **1) DR. KOMAL WADHER** as per details mentioned in the receipt hereafter written being the Token Amount comprehending part consideration amount on 29.10.2024 before execution of this Agreement for Sale. (the payment and the receipt whereof the Transferors doth hereby admit and acknowledge).

K. The Transferees have paid to the Transferors the sum of **Rs. 18,50,000/- (Rupees Eighteen Lakhs Fifty Thousand Only)** by Cheque as per details mentioned in the receipt hereafter written being the part consideration amount on 05.11.2024 in favour of **2] MR. HIMANSHU WADHER** before execution of this Agreement for Sale. (the payment and the receipt whereof the Transferors doth hereby admit and acknowledge).

L. "THE TRANSFEREES" will directly pay **Rs. 2,15,000/- (RUPEES Two Lakhs Fifteen Thousand Only)** to INCOME TAX DEPARTMENT (ONLINE PAYMENT OF TDS OF "THE TRANSFERORS") as and by way of part of the **Total Sale Consideration**, within 15 (fifteen) days from execution of this Agreement being the 1% (one percent) TDS on the Total Sale Consideration receivable by "THE TRANSFERORS" and which is to be deducted by "THE TRANSFEREES" as per the Finance Bill 2013-14 with section 194-IA providing for TDS @ 1% (one percent) of the Total Sale Consideration. The said amount of TDS will be paid by the "THE TRANSFEREES" to the Income Tax Department and they undertake to handover the challan counterfoil acknowledgement to "THE TRANSFERORS"

M. "THE TRANSFEREES" will pay to "THE TRANSFERORS" the balance consideration amount of **Rs. _____/- (RUPEES _____ only)**, from the date of registration of this Agreement, by their own funds or by taking housing loan from any Financial Institution or a Bank. "THE TRANSFERORS" and "THE TRANSFEREES" agree to promptly furnish necessary documents to the Financial Institution or the Bank which they may ask for to enable the Financial Institution or the Bank to make payment of the balance consideration as stated herein before.

- N. "THE TRANSFERORS" shall hand over to "THE TRANSFEREES" the vacant and peaceful possession of the said Flat immediately on receiving the Total Sale Consideration. It is agreed by and between the parties that "TIME IS THE ESSENCE OF THIS AGREEMENT."
- O. This Agreement shall operate as Sale Deed upon handing over the vacant and peaceful possession of said Premises by "THE TRANSFERORS" to "THE TRANSFEREES" and after payment of Total Sale Consideration by "THE TRANSFEREES" to "THE TRANSFERORS".
- P. The parties hereto are desirous of recording the terms and conditions of this Agreement in writing.

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

1. The Transferors hereby agree to sell, transfer and assign and the Transferees hereby purchase and acquire:
 - a. Flat no. 1301 C-wing [Tower] admeasuring admeasuring 72.276 sq.meters built up area 60.23 sq.meters carpet, on the 13th floor of the Building No.D-5 as shown on the typical floor plan thereof known as Sadguru Complex II C Tower Chs Ltd., of the said Society standing on the said Property.
 - b. The said 10 (Ten) fully paid up Shares of Rs. 50/- (Rupees Fifty only) each bearing distinctive No. 381 to 390 (both inclusive) under Share Certificate No. 049 dated 12.11.2017 issued by the said Society. (copy attached to this agreement).
 - c. All rights, benefit and advantage available to the Transferors and/or to which the Transferors are entitled to as members and shareholders of the said Society (hereinafter referred to as the said rights").
 - d. At or for the Total Sale Consideration of **Rs. 2,15,00,000/- (Rupees Two Crore Fifteen Lakhs Only)** that the said consideration is inclusive of the value of the said Flat and the

said Shares. The Transferees shall also on completion of this sale transaction, be entitled to rebates, interest, incomes, profits, that may at any time hereinafter be paid by the Society and/or any other concerned authority and otherwise in respect of the said Flat/Shares/deposits) and the benefit of the legal and beneficial exclusive ownership, unconditional possession and occupation and unrestricted use of the said Flat and all rights/ privilege appurtenant thereto (as holder of the said Shares)

2. On receipt of the Total Sale Consideration as mentioned hereinabove, the Transferors shall apply to the Society to get the Transferees admitted and enrolled as members of the said Society as owners of the said Premises in the records of the said Society and have agreed to execute in favour of the Transferees such documents for enrollment as may be required by the Transferees for vesting their Shares in the said Society and the said Premises in the name of the Transferees.
3. The Transferors hereby covenant with the Transferees as follows:-
 - i. That the Transferors are the joint and absolute owners and in actual possession of the said Premises and as such they are absolutely entitled to hold, use, occupy, possess and enjoy the said Premises and have full power and absolute authority to sell the said Premises to the Transferees AND that save and except the Transferors no other person or party has or have any right, title, interest, claim or demand into, over or upon the said Premises or any part thereof either by way of sale, exchange, gift, trust, lease, easement, tenancy, inheritance, possession, lien or otherwise howsoever as stated hereinabove.
 - ii. That the Transferors shall be liable to pay all taxes, GST and /or other payments or impositions which may fall due or may be levied by the concerned authority / authorities for the period prior to the date of execution of this Agreement for Sale in respect of the said Premises.

- iii. That notwithstanding any act, deed, matter or thing whatsoever done, committed or omitted by the Transferors or any person or persons lawfully or equitably claiming by, from, through, under or in trust for them, the Transferors have in themselves good right, full power and absolute authority to sell, transfer and convey the said Premises and relinquish and surrender their right, title and interest in the said Premises in favour of the Transferees.
- iv. That neither the Transferors nor anyone on their behalf have committed or omitted to do any act, deed, matter or thing whereby peaceful possession, occupation and enjoyment of the said Premises or other rights and benefits in respect thereof has been prejudicially affected or encumbered in any manner;
- v. That the Transferors have neither created any lien, charge or mortgage or any encumbrance on the said Premises nor is the same subject matter of any litigation, prosecution or proceedings and that there is no notice of lispendens and/or order of attachment in execution of any decree or demand or claim on or in respect of the said Premises (including any order passed by way of Tax or Revenue Authority).
- vi. That the Transferors have neither entered into in any other agreement/understanding for sale of the said Premises and have not created any third party rights formally or informally, directly or indirectly or in any manner on or in respect of the said Premises or any part or parts thereof;
- vii. That there are no Wealth Tax, Income Tax, Sales Tax or other taxation proceedings, related to the period prior to the date of execution of this Agreement for Sale, whether for recovery or otherwise initiated by any Taxation Authorities or Local Authorities, whereby the rights of the Transferors to deal with the said Premises are affected in any manner whatsoever.
- viii. That the Transferors have not received any notice/notices for acquisition or requisition of the said Premises from either Local Authorities or from the State Government or otherwise.
- ix. That at any time hereinafter any objection and /or claim is made or received and /or any proceedings is filed against the

said Premises and /or any part thereof pertaining to the period prior to the execution of this Agreement, the Transferors shall at their own costs, charges and expenses and risk remove, clear, and settle such objections and/or claims and /proceedings within 15 (fifteen) days from the date of such objection made or claim is received, to the satisfaction of the Transferees.

- x. The Transferors hereby confirm the correctness and accuracy of all the statements, representations, declarations and assurances contained hereinabove. The Transferees have agreed to enter into this Agreement relying upon and believing such statements, representations, declarations and assurances of the Transferors.
- xi. That the Transferors have duly observed and performed the rules and regulations and bye-laws of the said Society and have paid up to date their contribution of municipal taxes, water, electricity, maintenance and other charges and outgoings payable by them in respect of the said Premises. The Transferors further state and confirm that their membership in the said Society is valid and subsisting and not terminated by the said Society and they have not received any notice of expulsion from the membership of the said Society or any other notice restraining them from transferring the said Premises.
- xii. That the Transferors shall whenever required to do so from time to time and at all times hereafter execute and sign or caused to be executed and signed all such letters, forms, applications, deeds, documents, writings, papers and affidavits for more perfectly securing and assuring and effectually transferring the said Premises unto to the use of the transferees forever, at the entire cost of the Transferees including Stamp Duty and Registration Charges except the cost of plaint, defenses and legal incidental expenses in legal proceedings if any which shall be borne by the Transferors.
- xiii. That the Transferors shall indemnify and keep indemnified the Transferees from and against all action, claims, demands, costs, charges and expenses, etc. claimed as falling due prior to the date of handing over possession of the said Premises.

- xiv. That the Transferors have not made or registered (and they shall not hereafter make or register) any lien or nomination or assignment in regards to the said rights (with the said Society and otherwise) and that any such liens/ nomination/ assignments (if found to have been made or registered by them prior to the execution of this Agreement) shall hereafter, be deemed to be null, void, inoperative, cancelled and withdrawn.
- xv. That the Transferors shall pay all outgoings of the said Society till the date of handing over the vacant and peaceful possession of the said Premises to the transferees.
- xvi. That the Transferors shall bear all liabilities towards the said Premises due and payable to any person and /or Govt. authorities either payable by way of debt, taxes, penalties, etc. if any till the date of handing over the vacant and peaceful possession of the said Premises to the Transferees.
- xvii Subject to the Transferees paying full consideration mentioned herein the Transferors do hereby sell, grant, convey, transfer, assign, assure unto and in favour of the Transferees the said Premises more particularly described in the First scheduled hereunder written. **AND ALL** estate, right, title, interest, claim and demand whatsoever at law and in equity of Transferors herein into and upon the said Premises or any part thereof **TO HAVE AND TO HOLD** all and singular the said Premises hereby granted released, conveyed, transferred and assured or intended or expressed so to be with their rights and appurtenances into and to the use of the Transferees forever absolutely **SUBJECT** to the payment by the Transferees of all rents, rates, taxes, assessments, dues and duties now chargeable upon the same or hereafter to become payable to the Society, Government of Maharashtra or to the Municipal Corporation of Greater Mumbai or any other public body or authority in respect thereof **AND** the Transferors doth hereby covenant with the Transferees that notwithstanding any act, deed matter or thing whatsoever by the Transferors or by any persons lawfully or equitable claiming by, from,

through under or in trust for the Transferors made, done, committed, omitted or knowingly or willingly suffered to the contrary, the Transferors now have in themselves good right, full power and absolute authority to grant, sell, convey transfer, assure and assign the said Premises hereby granted, conveyed, released, transferred, assured or intended to be unto and to the use of the Transferees in the manner aforesaid **AND** that it shall be lawful for the Transferees from time to time and at all times hereafter peacefully and quietly enjoy the said Premises hereby granted with their appurtenances and receive the benefits and profits thereof and every part thereof to and for their own use and benefit without any suit, lawful eviction, interruption, claim or demand whatsoever from or by the Transferors **AND FURTHER** that the Transferors and all person or persons lawfully or equitably claiming or to claim by, from, under or in trust for the Transferors **AND** that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Transferors well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles, charges, interests and/or encumbrances whatsoever either already had, made, executed, occasioned or suffered by the Transferors or by any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for Transferors and all persons having or lawfully equitably claiming or to claim, by, from, under or trust for the Transferors any estate, right, title or interest at law or in equity in the said Premises hereby granted, conveyed, released, transferred, assured or intended so to be any part thereof, by, from, under or in trust for the Transferors shall and will from time to time and at all times hereinafter at the request and cost of the Transferees do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters, conveyances and assurances, in the law whatsoever for the better future and more perfectly and absolutely granting, releasing, conveying and

transferring and assuring the said Premises and every part thereof hereby granted released, conveyed, transferred and assured unto and in favour of the Transferees in the manner aforesaid as shall or may be reasonably required by the Transferees, their heirs and assigns or counsel –in-law **AND FURTHER** the Transferors have put the Transferees in quiet, vacant and peaceful possession of the said Premises more particularly described in the First Schedule hereunder written free from all encumbrances or whatsoever nature.

4. The Transferees hereby covenant with the Transferors as follows:
 - i. That the transferees shall from the date of possession, regularly pay to the said Society their proportionate contribution of the municipal taxes, water, electricity, maintenance and other charges and outgoings payable in respect of the said Premises.
 - ii. That the Transferees shall observe and perform and abide by all rules and regulations and bye-laws of the said Society from time to time in force.
5. The Transferors declare that the said Premises and right, title and interest there in is their own property and they have full power and authority to transfer, convey and assign the same in favour of Transferees herein. The Transferors further declare that no member either major or minor of their family or any other person or persons have any rights, title and interest in the said Premises in any manner whatsoever and they are in exclusive possession, use and occupation of the said Premises and no one else has any right to use and/or occupation of the said Premises in any manner whatsoever.
6. The Transferors further declare that the Transferors do not hold the said Premises as Nominee, “ Benami” or in trust for any person or persons and there is no insolvency or lispence affecting the said Premises or any of them or any part thereof.

7. The Transferors shall hand over to the Transferees the documents of title including all Original Agreements, original Share Certificate, Registration Receipts, Stamp Duty Receipts, possession letter, allotment letter of terrace & allotment letter of car parking space etc. more particularly described in Third Schedule hereto, in respect of the said Premises against receiving the Total Sale Consideration in full.
8. The Transfer fees/ premium of the said Society for the transfer of the said Premises in favour the Transferees shall be borne and paid by both the parties in equal proportion.
9. Stamp duty and registration charges for any agreement or Deed to be executed pertaining to the said Premises shall be borne and paid by the Transferees alone. The Transferors further agree and undertake to co-operate in every manner for getting the present Agreement for Sale to be registered with the concerned Sub-Registrar of Assurances.
10. The Transferors transfer and assign all their rights and privileges whatsoever of the transferors as the members of the said Society and all rights, title and interest of the Transferors in the said Premises and the Transferors doth hereby covenant with the Transferees that they have good rights, title and interest in the said Premises.
11. The Transferors hereby solemnly agree that they shall not do any act, deed, thing or matter so as to adversely effect or jeopardize the interest of the Transferees.
12. The Transferors shall indemnify and keep indemnified the Transferees from and against all losses, damages, litigations, claims, demands, costs, charges and expenses that may be made and /or raised or incurred or suffered by the Transferors as result of any breach or violation or non-performance of any obligations by the Transferors prior to the date of completion of this sale transaction.
13. This Agreement shall be deemed to be subject to the provisions of the Maharashtra Apartment Ownership Act, 1971 and rules made thereunder.

14. Since this Agreement is being executed and registered at Mumbai and the said Premises is also situated at Mumbai, in the event of any dispute arising out of the willful laches and /or inaction and /or breach / violation of any law, rules and regulations with regards to the interpretation of this instant, Agreement by and between the parties hereto, the Courts in Mumbai shall have jurisdiction to try and entertain the same.
15. The Transferors shall sign all necessary papers for transferring electricity connection, electric meter, Piped Gas Connection, Telephone Connection and /or other relevant utility providers etc., if any, to the name of the Transferees.

THE FIRST SCHEDULE ABOVE REFERRED TO:

Flat no. 1301 C-wing [Tower], admeasuring 72.276 sq.meters built up area 60.23 sq.meters carpet, on 13th floor of the Building No.D-5 as shown on the typical floor plan thereof known as Sadguru Complex II C Tower Chs Ltd., situates at Gen. A.K. Vaidya Marg, Film City Road, Goregaon (East), Mumbai – 400 063, all that pieces and parcel of land admeasuring in aggregate 55,696.50 square metres or thereabouts bearing Survey Number 248 [part], CTS No. 644 [part], Survey No. 256, Hissa Number 1 [part], CTS No. 653 [part], Survey No. 261 [part] CTS No. 620 [part] and Survey No. 267, Hissa No. 1/1 [part], CTS No. 610 [part] and Survey No. 267, Hissa No. 1/1 [part], CTS No. 610 [part], Malad [E], now bearing new CTS Nos. as 620A/1A-4A/2/1 to 620A/1A-4A/2/11 all of Village Malad, Taluka Borivali, Bombay Suburban District.

The building consists of Stilt + 1st to 13th + 14th (Pt) upper floors with Lift Facility and the year of construction of building is 28.03.2014.

THE THIRD SCHEDULE ABOVE REFERRED TO:

- (1) Original Agreement dated 08.06.2018 executed by and between M/S SHREE SWASTIK DEVELOPERS & **1) DR. KOMAL WADHER & 2) MR. HIMANSHU WADHER,**
- (2) Original Share Certificate No. 049 dated 12.11.2017 issued from the desk of Sadguru Complex II C Tower Chs Ltd.,

(3) Original No Objection Certificate issued by the Society to sell the said Premises.

(4) Duly signed possession letter, transfer forms, for the transfer of name and also for transferring electric meter, Mahanagar Gas Limited, MTNL and /or other relevant utility providers in respect of the said Premises.

IN WITNESS WHEREOF the Transferors and the Transferees have hereto set their respective hands and seal the day and year first hereinabove written.

SIGNED & DELIVERED by)
the within named **Transferors**)

1] DR. KOMAL H. WADHER &)
2] MR. HIMANSHU N. WADHER)
in the presence of)

SIGNED & DELIVERED by)
the within named **Transferees**)
1] MRS. JAYSHREE MOHAN SHARMA &)
2] MR. MOHAN DEVNATH SHARMA)
in the presence of)

RECEIPT

Acknowledge to have received from the withinnamed **THE TRANSFEREES- 1) MRS. JAYSHREE MOHAN SHARMA & 2) MR. MOHAN DEVNATH SHARMA** – “THE TRANSFEREES” as per the following particulars being the part Consideration amount for the sale of the said Flat No.1301 admeasuring 72.276 sq.meters built up area 60.23 sq.meters carpet, on the 13th Floor of the said Building No.D-5 as shown on the typical floor plan thereof know as Sadguru Complex II C Tower Chs Ltd., situated at Gen. A.K. Vaidya Marg, Film City Road, Goregaon (East), Mumbai – 400 063.

- a. **A. Rs. 5,00,000/- (Rupees Five Lakhs only)** by Cheque vide cheque no. 212178 dated 29.10.2024 drawn on Shamrao Vitthal Co.op. Bank Ltd., Bandra East Branch, Mumbai, in favour of party of the first part as a Token amount, issued in the name of Transferor No.1 i.e. **1) DR. KOMAL WADHER** before execution of this Agreement for Sale.
- b. **Rs. 18,50,000/- (Rupees Eighteen Lakhs Fifty Thousand Only)** by Cheque bearing No. 067156 dated 05.11.2024, drawn on ICICI Bank, Branch Bandra East, Mumbai towards part of consideration amount on 05.11.2024 in favour of **2) MR. HIMANSHU WADHER** before execution of this Agreement for Sale.
- c. **Rs. 2,15,000/- [Rupees Two Lakh Fifteen Thousand Only]** towards 1% TDS of Total Sale Consideration.
- d. **Rs. 4,35,000/- [Rupees Four Lakh Thirty Five Thousand Only]** towards Part Sale Consideration Amount by Cheque bearing No. _____ dated _____.11.2024, drawn on ICICI Bank, Branch Bandra East, Mumbai towards part of consideration amount on _____.11.2024 in favour of _____ **WADHER** before execution of this Agreement for Sale.
- e. Rest of the Balance Full & Final Consideration Amount Rs. 1,85,00,000/- [Rupees One Crore Eighty Five Lakh Only) shall be paid by the Transferees as per Bank Disbursements.

We say received:

1) DR. KOMAL H. WADHER &
(Transferor No.1)

2) MR. HIMANSHU N. WADHER
(Transferor No.2)

Witnesses :

1. Sign : Name :

2. Sign : Name :

Dated this ____ day of November, 2024

1) DR. KOMAL WADHER &
2) MR. HIMANSHU WADHER

... Transferors

AND

