

## **AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE DEED is made and entered into at Mumbai on this \_\_\_<sup>th</sup> day of January, 2025 BETWEEN Smt. **NEHA ASHOK GANATRA**, an aged 69 years, Indian, Inhabitant of Mumbai, residing at Flat No.32, on 3<sup>rd</sup> floor, situated at **HIGHLAND CORNER** Co-operative Housing Society Limited, Highland Complex, Charkop village, Kandivali (West), Mumbai – 400 067, hereinafter called and referred to as “the TRANSFEROR” (which expression shall unless repugnant to the context or meaning thereof shall mean and include her heirs, administrators and assigns) of the ONE PART:

AND Mr. **UMESH CHANDRAKANT SHETTY**, an aged 31 years & Mrs. **PRIYANKA UMESH SHETTY**, an aged 30, adult, Indian, Inhabitant of Mumbai, presently residing at Core House No.B-5, at Gorai (1) **BHAGYASHREE** Co-operative Housing Society Ltd., Plot No.12, RSC-22, Gorai-1, Borivali (West), Mumbai – 400 091, hereinafter called and referred to as “the TRANSFEREE” (which expression shall unless repugnant to the context or meaning thereof shall mean and include his heirs, administrators and assigns) of the OTHER PART:

AND WHEREAS by an Agreement dated 26<sup>th</sup> day of October, 1991 made and entered into between M/s. **Avni Associates**, (therein called and referred as to “the Builders) alongwith Confirming parties therein and Mr. **ASHOK AMRUTLAL GANATRA** & Mrs. **NEHA ASHOK GANATRA**, therein referred to as “the Purchaser/s”, the said Builders had sold, transferred and assigned all their rights, title and interest in respect of Flat No.32, admeasuring 404 sq.fts. built-up area, on 3<sup>rd</sup> floor, situated at

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**HIGHLAND CORNER**, Highland Complex, Charkop village, Kandivali (West), Mumbai – 400 067 to Mr. **ASHOK AMRUTLAL GANATRA** & Mrs. **NEHA ASHOK GANATRA** on the terms and conditions stipulated therein and paid full and final consideration to the said builder and have jointly taken the possession of the said flat premises.

AND WHEREAS the flat owners/members of Highland Corner building had formed a co-operative Housing Society namely **HIGHLAND CORNER Co-operative Housing Society Limited** duly registered under the provisions of Maharashtra Co-operative Societies Act-1960 (Maharashtra Act, XXIV of 1961) bearing Registration No.BOM/WR/HSG/(TC)/7132/1992-93 dated \_\_\_\_ .04.1993 (hereinafter called and referred to as “the said SOCIETY”) and the said society issued **five** (5) fully paid-up shares of Rs.50/- bearing distinctive numbers from **066** to **070**, under Share Certificate No.14 dated 02.04.1993 to Mr. **ASHOK AMRUTLAL GANATRA** & Mrs. **NEHA ASHOK GANATRA** by the said Society (hereinafter called and referred as to “the said Shares”).

AND WHEREAS Mr. **ASHOK AMRUTLAL GANATRA**, had nominated his 50% shares in favour of his son Mr. **NIPUN ASHOK GANATRA**, as per nomination form dated 11.08.2001.

AND WHEREAS Shri. **ASHOK AMRUTLAL GANATRA**, died intestate on **08.12.2008** At Mumbai, Maharashtra and accordingly as per nomination made by the deceased, the society had endorsed name of Mr. **NIPUN ASHOK GANATRA** & Smt. **NEHA ASHOK GANATRA** on the said share certificate No.14, on dated 30.03.2009

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AND WHEREAS the joint owner Smt. **NEHA ASHOK GANATRA** under Amnesty Scheme-2008 vide Case No.AMN/35981/08 dated 04.09.2008 had paid proper stamp duty & penalty on Agreement dated 26.10.1991 and the said Agreement Annexure to Deed of Declaration dated 18.06.2010 annexured with other legal heirs Affidavit in favour of of their mother Smt. **NEHA ASHOK GANATRA** duly registered at the office of Joint Sub-Registrar, Borivali-4, M.S.D. bearing document No.BDR-10-06425-2010 dated 21.06.2010.

AND WHEREAS by a Release Deed dated 27<sup>th</sup> day of March, 2023, the other legal heirs had released their inheritance entitled undivided shares of deceased in respect of the Flat No.32, admeasuring 404 sq.fts. built-up area, on 3<sup>rd</sup> floor, situated at **HIGHLAND CORNER** Co-operative Housing Society Limited, Highland Complex, Charkop village, Kandivali (West), Mumbai – 400 067 in favour of the Transferor i.e. Smt. **NEHA ASHOK GANATRA** on the terms and conditions stipulated therein duly registered at Joint Sub-Registrar, Borivali-7, M.S.D., bearing document No.BRL7-4518-2023 dated 27.03.2023 and later on published a Public notice dated \_\_\_\_\_.12.2024 through Advocate \_\_\_\_\_ in two newspaper i.e. \_\_\_\_\_ in English languages and \_\_\_\_\_ in Marathi languages on dated \_\_\_\_\_ for inviting all claims but out of the said Public Notice, no claims were arrived/received as per No Claim Certificate dated \_\_\_\_\_.01.2025 issued by Advocate \_\_\_\_\_ and accordingly the Transferor is the absolute owner in respect of the said flat premises.

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AND WHEREAS Transferor is bonafide member of the **HIGHLAND CORNER** Co-operative Housing Society Limited and holding its Five (5) fully paid-up shares of Rs.50/- each bearing distinctive numbers from **66** to **70** (inclusive both) under Shares Certificate No.14 dated 02<sup>th</sup> day of April, 2003 duly endorsed in their name by the said society on dated 03.05.2023.

AND WHEREAS by virtue of the aforesaid documents, Transferor is the absolute owner, seized and possessed and/or well sufficiently entitled in respect of Flat No.32, admeasuring 404 sq.fts. built-up area, on 3<sup>rd</sup> floor, situated at **HIGHLAND CORNER** Co-operative Housing Society Limited, Highland Complex, Charkop village, Kandivali (West), Mumbai – 400 067.

AND WHEREAS the Transferor had paid and cleared all the dues, taxes, outgoings, society maintenance charges, taxes Electricity charges/dues etc. in respect of the aforesaid Flat Premises upto date.

AND WHEREAS the Transferor have informed the said Society under bye-laws No.38(a) the intention of transfer of the shares and interest in the capital/property of the said Society and obtained the necessary permission from the said Society to sell, transfer and assign the Flat Premises to the Transferees.

AND WHEREAS the Transferor have acquired some other suitable accommodation elsewhere and therefore agreed to sell, transfer and assigns and the Transferees have agreed to purchase and acquire all his rights, title and interests of the Transferor in the above said Flat Premises with absolute right of use and occupation of the said flat premises and also the said five fully paid-up Shares for a total consideration of Rs.72,00,000/- (Rupees : Seventy Two Lakhs only) as and by way of full and final consideration.

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AND WHEREAS the Transferees have accepted the above offer of the Transferor on the terms and conditions agreed by and between the parties hereto as under :-

NOW THEREFORE THESE PRESENTS WITNESSETH AS UNDER :-

1. The Transferor hereby agreed to sell and Transferees hereby agreed to purchase and acquire the said Flat No.32, admeasuring 404 sq.fts. built-up area, on 3<sup>rd</sup> floor, situated at **HIGHLAND CORNER** Co-operative Housing Society Limited, Highland Complex, Charkop village, Kandivali (West), Mumbai – 400 067, alongwith its tenancy, occupancy, possessory and ownership rights together with membership and Shares of the said Society unto and in favour of the Transferees herein forever and absolutely from the date of execution hereof and also puts the Transferees in exclusive use, occupation, possession and enjoyment of the aforesaid Flat Premises on receiving full and final consideration.

2. That the purchase price of the said Flat Premises shall be Rs.72,00,000/- (Rupees : Seventy Two Lakhs only) including the value of Rs.250/- for the Five Shares of the said Society which consideration amount the Transferees shall pay to the Transferor in the following manner :-

i) Rs.50,000/- (Rupees : Fifty Thousand only) paid on or before execution of these presents as and by way of part consideration and the Transferor hereby agreed to hand over all the original documents pertaing to the deed of title of the said flat premises to the Banker of the transferees and and when required but prior to disbursement of home loan.

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ii) Rs.72,000/- (Rupees : Seventy Two Thousand only) be deducted by way of the amount of 1% TDS as per the provision of CBDT, payable for and on behalf of Transferor by the Transferees and Transferees hereby agreed to provide copy paid challan to the Transferor.

iii) Balance amount of Rs.70,78,000/- (Rupees : Seventy Lakhs Seventy Eight Thousand only) to be paid within 45 working days from the date of registration of these presents by obtaining home loan as and by way of full and final consideration subject to provide society NOC/s and other related documents within time and on receipt of the full and final consideration as aforesaid the Transferor shall handover vacate, peaceful and physical possession of the said premises to the Transferees and on that day this transaction shall be construed as completed and this document shall be treated as **“Sale Deed”** in all its respects.

3. The Transferor have obtained the necessary permission from the said Society to transfer all his rights, title, claim, interest and benefits whatsoever enjoyed by the Transferor including the shares, deposits, if any, in favour of the Transferees. The Transferor undertake to assist and co-operate to execute, produce, procure and/or cause to be executed, produced or produced any documents and/or writing whatsoever for further assuring in law and for better and more perfectly transferring all rights, title and interest benefit of the Transferor in respect of the said Flat Premises unto the Transferees for exclusive use of Transferees thereof as aforesaid.

4. The Transferor doth hereby covenant with the Transferees that the said Flat Premises agreed to be sold is free from all encumbrances of whatsoever nature and that the Transferor have full and absolute power and authority to transfer and deliver possession of the said Flat Premises to the Transferees. No other person/s or party/ies have any right, title and interest, property claiming or demand into over or upon the same or any part thereof either by way of Lease, charges, sale, exchange, mortgage, gift, trust, inheritance and tenancy or lien or otherwise howsoever over the said Flat Premises.

5. The Transferor doth hereby covenants with the Transferees that the Transferor has agreed to pay to the said society maintenance charges, electricity charges, telephone bills, cable charges and other out goings etc upto the possession of the said flat premises and after the date of possession the liabilities of Society's maintenance charges, electricity bills and other outgoings pertaining to the said Flat Premises shall be bornee by the Transferees.

6. The Transferor hereby further covenant with the Transferees that the Transferees shall henceforth quietly and peacefully possess and occupy and enjoy the said Flat Premises without any let, hindrance, denial, demand, interruption or eviction by the Transferor or any other person/s lawfully or equitable claiming through under or in trust for the Transferor.

7. The Transferor hereby further declare that the said Flat Premises is free from all encumbrances beyond reasonable doubts and hereby undertakes to indemnify and keep indemnified the Transferees against all demands, claims, proceedings, costs and expenses arising from any third person and/or persons relating to the said flat premises.

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8. The Transferor hereby agree to co-operate with the Transferees for the transfer of the said Flat Premises and its cost price and deposits unto and in favour of the Transferees.

9. The Transferor further undertake to co-operate with the Transferees for the transfer of membership of the **HIGHLAND CORNER** Co-operative Housing Society Limited to the name of the Transferees.

10. The Transferor hereby agrees to sign necessary applications, forms, letters, affidavits, N.O.C. and other documents as may be required for the above transfer in favour of the Transferees.

11. The Transferor hereby declare that he himself, his family members, nominees etc. have No Objection for the effectual transfer of the said Flat Premises and the membership/shares of the said Society and none of them shall claim any right, title and interest in the above said flat premises in future.

12. The Transferor hereby declare that :-

a) The Transferor have not entered into any agreement/s either in the form od sale, lease, exchange, assignment or any other way whatsoever and has not created any tenancy, leave & licence or any other rights of the like nature in the said Flat Premises and has not dealt with or disposed of the said Flat Premises in any manner whatsoever in respect of the above said Flat Premises.

b) The Transferor have not mortgaged, alienated or charged the said Flat Premises and the same is free from all encumbrances.

c) The Transferor have not assigned / transferred his rights, title and interests in the said Flat Premises to any third person/s.



d) Except the Transferor no other person/s have any rights, title and interests in the said Flat Premises and he being the owner of the said Flat Premises has got full and absolute right to assigns and transfer all his rights in the said Flat Premises in favour of the Transferees.

e) The Transferor is not restricted either under the Income Tax Act, Gift Tax Act, Wealth Tax Act or under Maharashtra Land Revenue Code, U.L.C. Act or under any other Statute from disposing of the said Flat Premises or any part thereof in the manner stated in this Agreement.

13. The Transferees hereby undertake to join the membership of the **HIGHLAND CORNER** Co-operative Housing Society Limited and abide by the rules and regulations and bye-laws of the said Society and discharged all the liabilities of the said Flat Premises from time to time.

14. The Transferor hereby declare that on receipts of the full and final consideration amount of the said Flat Premises the Transferor shall have no more claim, right, title, shares, interest on the said Flat Premises and the Transferees shall be entitled to hold, occupy, use and enjoy the said Flat Premises without any interruption by the Transferor or any other person/s claiming through or under him.

15. The Transferor hereby declare that he have No Objection for the transfer/ regularization of the said Flat Premises along with the cost price thereof in favour of the Transferees.

16. The Transferor further declare that he have also No Objection for the transfer of membership/shares of **HIGHLAND CORNER** Co-operative Housing Society Limited, in favour of the Transferees.

17. The Transferor hereby handover all the documents, papers, receipts, allotment letter/order, Share Certificate and along with other document/s agreement/s, NOC/s etc. pertaining to the said Flat Premises to the Transferees on or before execution of these presents and also hand over the physical vacant and peaceful possession of the said Flat Premises to the Transferees on receipt of the full and final consideration.

**THE DESCRIPTION OF PROPERTY – SCHEDULE**

Flat No.32, admeasuring 404 sq.fts. built-up area, on 3<sup>rd</sup> floor, situated at **HIGHLAND CORNER** Co-operative Housing Society Limited, Highland Complex, Charkop village, Kandivali (West), Mumbai – 400 067, lying and being situate on CTS No.19/770 village & Taluka – Borivali within the registration jurisdiction of M.S.D. Construction in the year – 2006, consisting stilt plus 7<sup>th</sup> upper floor with lift.

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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 "TRANSFEROR" )

Smt. **NEHA ASHOK GANATRA** )

PAN No. AABPG3692H )

Aadhaar No. 8163 5260 6471 )

IN THE PRESENCE OF ..... )

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SIGNED AND DELIVERED )

By the within named "TRANSFeree" )

Mr. **UMESH CHANDRAKANT SHETTY** )

PAN No. DXUPS6047H )

Aadhaar No. 7431 3956 9122 )

& )

Mrs. **PRIYANKA UMESH SHETTY** )

PAN No. CQVPP3376F )

Aadhaar No. 6191 4076 1636 )

IN THE PRESENCE OF ..... )

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