

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai this 15th day of March, 2021 BETWEEN

1) MR. VIKESH PRAFUL MEHTA, aged 34 years,

an adult, Indian Inhabitant, at presently Owner of Flat No. 1003 on Tenth Floor of 'B' Wing in 'LOTUS PRESTIGE' society known as 'DOLL' Co-operative Housing Society Limited situated at Bhatt Lane, Off. S. V. Road, Poisar, Kandivali (West), Mumbai - 400067., hereinafter called "THE TRANSFEROR" (which expression shall unless it be repugnant to context or the meaning thereof shall mean and include his respective heirs, executors, administrators and assigns) of the ONE PART AND

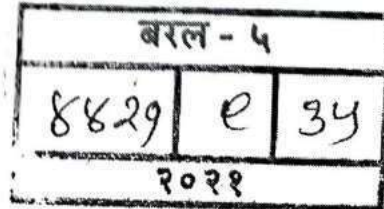
1) MR. ASHUTOSH GIRAHIYA, aged 38 years,

an adult, Indian Inhabitant, residing at Flat No. 201 on Second Floor in "LOTUS" Apartment situated at Thakkar Park, Aram Society Road, Behind Vakola Church, Santacruz (East), Mumbai - 400055., AND

2) MS. AMRITA RAJENDRAPRASAD JOHARI, aged 37 years,

an adult, Indian Inhabitant, residing at Flat No. 201 on Second Floor in "LOTUS" Apartment situated at Thakkar Park, Aram Society Road, Behind Vakola Church, Santacruz (East), Mumbai - 400055.,

hereinafter called "THE TRANSFEREES" (which expression shall unless it be repugnant to context or the meaning thereof shall mean and include their respective heirs, executors, administrators and assigns) of the OTHER PART.



**WHEREAS THE TRANSFEROR HEREBY EXPRESSLY REPRESENT AND
DECLARE TO THE TRANSFEREES AS FOLLOWS:**

- a) By Virtue of an Agreement for sale dated 23rd day of May, 2016, duly registered with the sub-registrar of Assurance No. 7 at Borivali, MSD, under Document Registration No. BRL-7/3873/2016 Dated 23rd day of May, 2016, made and entered into at Mumbai between Essen Builders and Developers, a partnership firm, registered under the provisions of the Indian Partnership Act, 1932 having its principal place of business at 419, Laxmi Plaza, Laxmi Industrial Estate, New Link Road, Andheri (West), Mumbai - 400053., therein called and referred to as "The Developers" of the One Part; and Mr. Vikesh Praful Mehta (The Transferor herein), therein called and referred to as "The Purchaser/s" of the Other Part; The Transferor herein has purchased and acquired residential flat on Ownership basis i.e. Flat No. 1003 (hereinafter called and referred to as "The said Flat"), admeasuring 443 sq. ft. Carpet area i.e. approximately 41.15 sq. mtrs. Carpet area on Tenth Floor of 'B' Wing in "LOTUS PRESTIGE" Building society known as 'DOLL' Co-operative Housing Society Limited (a redeveloped society) registered under the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM/WR/HSG/TC/4939/89/90 Dated 05th day of June, 1990 (hereinafter called "the said Society") situated at Bhatt Lane, Off. S. V. Road, Poisar, Kandivali (West), Mumbai - 400067., and upon the terms and conditions therein contained paid the full consideration thereof & taken vacant and peaceful possession of the said Flat and has been in exclusive use, occupation and possession of the said flat;
- b) Whereas Mr. Vikesh Praful Mehta (The Transferor herein) became one of the member/s of the said flat;
- c) Whereas Society yet not issued share certificate to any of its members.
- d) The Transferor herein specifically represents as under:

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i) The Transferor is legally entitled to the said Flat together with benefits attached to it and that neither the Transferor herein either personally or through any of his agent/s or constituted attorney have or had at any time heretofore either created or agreed to create any third party rights or right, title, interests or claim whatsoever in respect of the said Flat.

Ashish
Gadhvi

Vikesh Mehta



AND WHEREAS upon the strength of the representation and declaration made by the Transferor to the Transferees, the parties have negotiated for sale and purchase of the said Flat in the said building on the said property and said benefits with all incidental benefits and right, title, interest, claim, estate, possession and property rights in respect thereof and law, equity and otherwise at or for the lump-sum price of **Rs. 1,19,00,000/- (Rupees One Crore Nineteen Lakhs Only)** payable to the Transferor with vacant and peaceful possession of the said Flat and said benefits with legal right to have and call for all relevant deeds, documents, papers and writings from the Transferor and the concerned parties contemplated by law as hereinafter mentioned in these presents with otherwise clear & marketable title free from all encumbrances and reasonable doubts.

AND WHEREAS the Transferor has informed the said society/Developer under the Bye-law to transfer the shares and interest in the capital/property of the society and obtained the necessary permission from the said society/Developer to sell, transfer and assign the said Flat to the Transferees, copy of which is enclosed herewith.

AND WHEREAS now the parties are desirous of executing this regular Agreement in respect of the said Flat in the said building on the said property and said benefits and accordingly the parties have hereby mutually agreed upon certain terms, conditions, stipulations & covenants in that behalf as hereinafter appearing:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Transferor hereby declare and confirm that what is recited hereinabove in respect of the said Flat shall be treated as representations and irrevocable declarations on his part as if the same is reproduced herein in verbatim and form part of this clause. The Transferor hereby confirm that the Transferees have agreed to purchase the said Flat relying upon the correctness of the declarations and representations made by the Transferor in these presents.

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The Transferor shall sell, transfer, assign and assure and the Transferees shall purchase and acquire the said Flat viz. Flat No. 1003 on Tenth Floor of 'B' Wing in the building known as 'LOTUS PRESTIGE' society known as 'DOLL' Co-operative Housing Society Limited situated at Bhatt Lane, Off. S. V. Road, Poisar, Kandivali (West), Mumbai - 400067., together with all rights, title, interest,

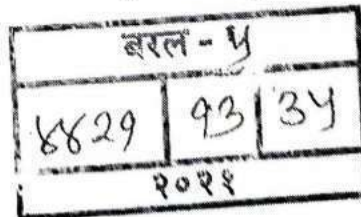
X Ashutosh Girishya
 X [Signature]
 X [Signature]



benefits etc. more particularly described in the schedule hereunder written for the price of **Rs. 1,19,00,000/- (Rupees One Crore Nineteen Lakhs Only)** being Full & Final consideration amount to be paid by the Transferees to the Transferor in the following manner:

- a. **Rs. 18,10,750/- (Rupees Eighteen Lakhs Ten Thousand Seven Hundred Fifty Only)** being the **Part Consideration** amount paid by the Transferees to the Transferor, the receipt whereof the Transferor do hereby admit, acknowledge and confirm at the foot of this agreement.
- b. **That the Transferees shall deposit TDS @ 0.75% i.e. Rs. 89,250/- (Rupees Eighty Nine Thousand Two Hundred Fifty Only) of the Total consideration i.e. Rs. 1,19,00,000/- (Rupees One Crore Nineteen Lakhs Only) U/s 194-IA of the Income Tax Act, 1961 to the Income Tax Department (Govt. Of India) on or before full and final consideration (as mentioned in Para No. 2 (c)) herein below) and the T.D.S. Certificate / Challan would be given to the Transferor. This payment will be part of the total consideration of this Agreement.**
- c. **Rs. 1,00,00,000/- (Rupees One Crore Only)** being the balance consideration amount by way of Cheque / Pay order / RTGS / NEFT or by availing fully / partly loan from any financial institution / Bank on or before **6th day of April, 2021** (subject to obtaining society NOC as per standard format of bank for obtaining loan and the Transferor shall undertake and cooperate to obtain any other required papers / documents related to the flat as per the requirement of the bank and also agreed and undertake to sign and execute necessary deeds or documents in respect thereof) are as below :-
 - (i) The Transferees or Transferees Bank / financial institution repay the loan / outstanding amount of Transferor to Loan Account No. 38469419369 & 39833770134, State Bank of India, Borivali (West) Branch on behalf of the Transferor and Transferor shall produce no lien / no dues certificate from State Bank of India, Borivali (West) Branch against the Loan Account No. 38469419369 & . 39833770134 alongwith Original

X Ashutosh Girahiye
X [Signature]
X [Signature]



SCHEDULE OF THE PROPERTY ABOVE NAMED

All that Flat No. 1003 on Tenth Floor of 'B' Wing in 'LOTUS PRESTIGE' society known as 'DOLL' Co-operative Housing Society Limited situate and lying on the land situate in Greater Mumbai in the registration District and Sub-District of Mumbai City and Mumbai Suburban bearing Survey No. 94, Hissa No. 1B and 2A, C. T. S. No. 2 and 2 (1 to 18) of Village Poisar, Taluka Borivali

And further details of which are as under:

Municipal Ward No.	R
Address of Flat	Flat No. 1003 on Tenth Floor of 'B' Wing in 'LOTUS PRESTIGE' society known as 'DOLL' Co-operative Housing Society Limited situated at Bhatt Lane, Off. S. V. Road, Poisar, Kandivali (West), Mumbai - 400067.
Area of Flat	443 sq. ft. Carpet area i.e. approximately 41.15 sq. mtrs. Carpet area

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15/03/2021

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दुय्यम निबंधक : सह दु.नि. बोरीवली 5

दस्त क्रमांक : 4421/2021

नोंदणी :

Regn 63m

मागाचे नाव : पोपसर

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	11900000
(3) बाजारभावाभाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	5978000
(4) भू-मापन, पोटहिरसा व घरकमांक (असल्यास)	1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन सदनिका नं: 1003, माळा नं: 10वा मजला, बी विंग, इमारतीचे नाव: लोटस प्रेस्टीज डोल को-ओप हा.सो.ली, ब्लॉक नं: लोटस प्रेस्टीज डोल को-ओप हा.सो.ली, रोड नं: कांदिवली पश्चीम, मुंबई 400067 PUI: RC0125930230040 ((C.T.S. Number : 2 and 2(1 to 18) ;))
(5) क्षेत्रफळ	1) 49.40 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/विहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- विकेश प्रफुल मेहता वय:-34; पत्ता:- फ्लॅट नं. 1003, 10वा मजला, बी विंग, लोटस प्रेस्टीज डोल को-ओप हा.सो.ली, भद्र लेन, ऑफ. एस. वी. रोड, पोईसर, कांदिवली पश्चीम, मुंबई, कांदिवली वेस्ट, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400067 पॅन नं:-AOLPM6949P
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- आशुतोष गौरहिया वय:-38; पत्ता:- फ्लॅट नं: फ्लॅट नं. 201, माळा नं: 2रा मजला, इमारतीचे नाव: लोटस अपार्टमेंट, ब्लॉक नं: आराम सोसायटी रोड, वकोला चर्चच्या मार्गे, रोड नं: शांताकूज पूर्व, मुंबई, महाराष्ट्र, मुंबई. पिन कोड:-400055 पॅन नं:-AJWPG8834F 2): नाव:- अमृता राजेंद्रप्रसाद जोहरी वय:-37; पत्ता:- फ्लॅट नं: फ्लॅट नं. 201, माळा नं: 2रा मजला, इमारतीचे नाव: लोटस अपार्टमेंट, ब्लॉक नं: ठक्कर पार्क, आराम सोसायटी रोड, वकोला चर्चच्या मार्गे, रोड नं: शांताकूज पूर्व, मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400092 पॅन नं:-AJQPJ3483R
(9) दस्तऐवज करून दिल्याचा दिनांक	12/03/2021
(10) दस्त नोंदणी केल्याचा दिनांक	15/03/2021
(11) अनुक्रमांक, खंड व पृष्ठ	4421/2021
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	357000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	

मुन्याकनाराची विषयानुसार तपशील

मुद्रांक शुल्क/आकारणाना निवडलेला

अतिरिक्त



(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

खरी घेत

सह दुय्यम निबंधक, बोरीवली क्र. ५,
मुंबई उपनगर जिल्हा.