

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on this ___ Day of January 2025, BETWEEN MRS. SAMINA IRSHAD QURESHI, aged 43 years, (P.A.N. AAIPQ0152D), an adult Indian Inhabitant of Mumbai residing at _____; and Owner of Unit No. 4, Ground Floor, Runta Bunglow, Shree Kedia Chambers Co-Operative Housing Society Limited, S. V. Road, Malad (West), Mumbai - 400 064; hereinafter referred to as "THE VENDOR/THE TRANSFEROR" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) of the FIRST PART

-:AND:-

MRS. MANISHA HITESH TEJANI, aged 51 years, (P.A.N. AEUPT9614D), MR. HITESH RAMNIKLAL TEJANI, aged 58 years, (P.A.N. AAMPT8818P), MR. JAINEET HITESH TEJANI, aged 26 years, (P.A.N. BAGPT7042A), & MR. MANAV HITESH TEJANI, aged 23 years, (P.A.N. BUBPT6836R), all adult Indian Inhabitants having their address at 304 A/9, Shanti Vihar, Opp. Sector 2, Near Apollo Pharmacy, Mira Road (East), Mumbai - 401 107; hereinafter referred to as "THE PURCHASERS/THE TRANSFEREES" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors, administrators and assigns) of the SECOND PART.

WHEREAS:

It has been represented by the Vendor/the Transferor to the Purchasers/the Transferees as follows:-

- 1) "M/S. RELIABLE INVESTMENT & DEVELOPERS, a Partnership firm registered under the Indian Partnership Act, 1932, and having its registered office at Shop No. 5, Excella Co-Operative Housing Society Limited, 4/D, John Baptist Road, Bandra (West), Mumbai – 400 050; developed the land described in the Schedule hereunder and constructed Units/Premises therein in a Building named as "Runta Bungalow";

- 2) Pursuant to the Agreement for Sale dated 26/09/2012, (certified as duly Stamped by the General Stamp Office vide Case No. ADJ/B/920/2012, dated 22/08/2012), executed between M/S. RELIABLE INVESTMENT & DEVELOPERS, therein referred to as "the Vendors" of the First Part and MRS. SAMINA IRSHAD QURESHID, therein referred to as "the Purchaser", the Party of the Second Part", "the Vendors" therein had agreed to sell to the Purchaser therein the ownership rights of a Commercial Premises bearing Unit No. 4, admeasuring about 500 Sq. Ft. Carpet area equivalent to 46.46 Sq. Mts. Carpet area on Ground Floor in the building known as Rungta Bungalow, situated at S. V. Road, Malad (West), Mumbai - 400 064; lying on plot of land bearing C.T.S No. 626 of Village – Malad South in Borivali Taluka of Mumbai Suburban District (hereinafter for the sake of the brevity, referred to as "the Said Premises") on the terms, conditions mentioned in the Agreement for Sale dated 26/09/2012. By virtue of the above referred Agreement for Sale dated 26/09/2012, and having paid the entire

amount of consideration as mentioned therein, the Said MRS. SAMINA IRSHAD QURESHID, became the legal and lawful owner of, well and sufficiently entitled to the Said Premises;

- 3) All the Unit/ Premise Purchasers of the Building known as Rungta Bunglow had formed the society, "SHREE KEDIA CHAMBERS CO-OPERATIVE HOUSING SOCIETY LIMITED" which was registered under the Maharashtra Co-operative Societies Act, 1960 under registration no. MUM/WP/HSG/TC/11459/2001-02, dated 28/01/2002, hereinafter for the sake of brevity referred to as the Said Society (hereinafter for the Sake of brevity referred to as "the Said Society"). The Said Society on 10/11/2016, had issued the Share Certificate No. 0098 for 5 fully paid up Share of Rs. 50/- bearing distinctive no from 606 to 610 (both inclusive) aggregating to the total share capital of Rs. 250/- of the Said Society in favour of MRS. SAMINA IRSHAD QURESHI (hereinafter referred to as "the Said Shares");
- 4) In the manner aforesaid, MRS. SAMINA IRSHAD QURESHI, the Vendor/the Transferor herein became well and sufficiently entitled to the ownership of Commercial Premises bearing Unit No. 4, admeasuring about 500 Sq. Ft. Carpet area equivalent to 46.46 Sq. Mts. Carpet area, on Ground Floor, in the Building known as Rungta Bunglow, of "Shree Kedia Chambers Co-Operative Housing Society Limited," situated at S. V. Road, Malad (West), Mumbai - 400 064;
- 5) In consequence of the membership of the Said Society, the Vendor/the Transferor is entitled to use, enjoy, occupy and possess the Said Premises on what is popularly known as "on ownership basis";

- 6) The Vendor/the Transferor further covenants with the Purchasers/the Transferees as under:
- a) That in the premises aforesaid, the Vendor/the Transferor is legally entitled to the Said Premises and the Said Shares together with benefits attached to it and that neither the Vendor/the Transferor herein personally nor through any of his agent/s or Constituted Attorney have or had at any time hereto either created or agreed to create any third party rights or right, title, interest or claim whatsoever in respect of the Said Premises.
 - b) That the Vendor/the Transferor is in the exclusive and absolute possession of the Said Premises with full lock and key control with actual custody and dominion over the possession of the Said Premises with the Said Shares and benefits and that neither the Vendor/the Transferor had till date hereof nor at any time either agreed to induct or inducted any third party in use, occupation, possession and/or enjoyment of the Said Premises or any part or portion thereof in any way or any manner whatsoever.
 - c) That title of the Vendor/the Transferor in respect of the Said Premises with Said Shares and benefits is absolutely clear and marketable, free from all encumbrance and reasonable doubts including free from any third party adverse Deal Arrangements, Understanding, Agreement, Agreement for Sale, Transfer or Assignment, Conveyance, Release, Relinquishment, Surrender, Gift, Exchange, Mortgage or any other encumbrances of any nature whatsoever.
 - d) That the Vendor/the Transferor herein have not been disqualified or rendered disentitled either at law, equity or otherwise on account of any action, steps or proceedings or any act of commission or omission including any forfeiture, confiscation, acquisition, requisition and/or reservation and otherwise and there is

no dispute filed or pending or disposed off in respect of the Said Premises or in respect of the said building and the said property to the knowledge, notice (expressed and/or implied) and/or information of the Vendor/the Transferor.

c) The Vendor/the Transferor doth hereby represent, declare, covenant with the Purchasers/the Transferees that notwithstanding any act, deed or thing whatsoever done by the Vendor/the Transferor or by any person or persons lawfully or equitably claiming from, under, or in trust for him made, done, omitted, or knowingly or willingly suffered to the contrary, the Vendor/the Transferor now have the good right, and absolute power to sell, transfer, release and assure the Said Premises unto and to the use and benefit, without any eviction, interruption, claim or demand whatsoever from or by the Vendor/the Transferor or by any other person or persons lawfully or equitably claiming by, from, under, or in trust for the Vendor/the Transferor.

f) AND that it shall be lawful for the Purchasers/the Transferees, from time to time and at all times after payment of full and final consideration, to peacefully and quietly hold, possess and enjoy the Said Premises sold, transferred, released and assured with its appurtenances, and receive the rents and profits thereof for their own use and benefit, without any eviction, interruption, claim or demand whatsoever from or by the Vendor/the Transferor or by any other person or persons lawfully or equitably claiming by, from, under, or in trust for the Vendor/the Transferor.

g) That in manner aforesaid, the Vendor/the Transferor have truly, honestly, bonafidely and in good faith disclosed to the Purchasers/the Transferees all the material facts and circumstances in respect of the Said Premises with the Said Shares and said benefits without making any untrue, incorrect, dishonest and/or fraudulent and non-bonafide representations (or any misrepresentation or concealment from the

Vendor/the Transferor in bad faith) or anything whatsoever in that behalf and in any manner whatsoever.

AND WHEREAS upon the strength of the aforesaid representations made by the Vendor/the Transferor, the Purchasers/the Transferees have approached the Vendor/the Transferor and have entered into oral negotiations with the Vendor/the Transferor, and pursuant to the said negotiations, requested the Vendor/the Transferor to sell the Said Premises to the Purchasers/the Transferees for the consideration and on the terms and conditions hereinafter appearing; and the Vendor/the Transferor have agreed to sell, transfer and assign and the Purchasers/the Transferees have agreed to purchase and acquire all the rights, title and interest of the Vendor/the Transferor in the Said Premises with absolute and exclusive right of use and occupation of the Said Premises and also the Said Shares with all rights, security deposits, sinking funds, title, interests, benefits, etc. on the following terms and conditions mutually agreed upon by and between the parties hereto.

NOW THIS INDENTURE WITNESSETH AS UNDER:

1. The recital as stated above and the representations made by the Vendors/the Transferors shall form the integral part of this Agreement.
2. The Vendor/the Transferor has agreed to sell, transfer and assign to the Purchasers/the Transferees and the Purchasers/the Transferees have agreed to purchase and/or acquire the Said Shares bearing Share Certificate No. 0098 for 5 fully paid up Share of Rs. 50/- each bearing distinctive nos. from 606 to 610 (both inclusive) aggregating to the total share capital of Rs. 250/- of the Said Society together with the Ownership rights over the Said Commercial Premises bearing Unit

No. 4, admeasuring about 500 Sq. Ft. Carpet area equivalent to 46.46 Sq. Mts. Carpet area on Ground Floor in the Building known as Rungta Bunglow, of Shree Kedia Chambers Co-Operative Housing Society Limited," situated at S. V. Road, Malad (West), Mumbai - 400 064; together with all rights, shares, deposits, sinking funds, title, interest, benefits etc. at the lump sum price or consideration amount of Rs. 1,08,00,000/- (Rupees One Crore Eight Lakhs Only) ON OWNERSHIP BASIS.

a) A sum of Rs. 27,00,000/- (Rupees Twenty Seven Lakhs Only) {inclusive of TDS amount} has been already paid by the Purchasers/the Transferees to the Vendor/the Transferor on or before execution of these presents towards the part amount (the details of the part amount paid to the Vendor/the Transferor is given at the foot hereof and which the Vendor/the Transferor hereby admits and acknowledges the receipt whereof and hereby acquit, release and discharge the Purchasers/the Transferees from each and every part thereof).

b) The Purchasers/the Transferees further agrees to pay the balance consideration of Rs. _____/- (Rupees _____ Only), on or before 30 working days from the date of execution of these presents, towards the balance and full and final consideration for the Said Premises, (by availing suitable housing loan from any Financial Institution or Bank), subject to the Vendor/ the Transferor handing over the required papers / documents / NOC from the Society for the purpose of availing loan. Time being the essence of the contract.

c) The Purchasers/the Transferees have deducted tax, a sum of Rs. 1,01,000/- (Rupees One Lakh One Thousand Only) i.e. at the rate of (1%) on the Sale Consideration, in terms of the Central Board of Direct Taxes Notification under the Finance Act, 2013

which is under the provisions of Section 194-IA of the Income Tax Act, 1961. Within ten (15) days from the date of making payment to the Government, the Purchasers/the Transferees shall forward the copy of the challan of payment to the Vendor/the Transferor. In any event the Purchasers/the Transferees shall be liable and responsible to comply with the provisions of the Notification and indemnify and keep indemnifying the Vendor/the Transferor in respect thereof

3. The Vendor/the Transferor shall hand over to the Purchasers/the Transferees the vacant and peaceful possession of the Said Premises along with all the Original Deeds, Documents, Receipts etc. pertaining the Said Premises to the Purchasers against receiving Full and Final consideration amount from the Purchasers/the Transferees.
4. The Vendor/the Transferor undertakes that he will obtain the required 'No Objection Certificate' from the said Society for the sale of the Said Premises to the Purchasers/the Transferees before execution of this Agreement. The Vendor/the Transferor shall also extend his co-operation to the Purchasers/the Transferees herein to obtain the required 'No Objection Certificate' in the format stipulated by the said Financial Institution/Bank from where the Purchasers/the Transferees propose to avail loan. On receipt of the full & final consideration, the Vendor/the Transferor shall apply to the said Society to obtain their written permission for transferring the Said Premises to the Purchasers/the Transferees herein.
5. The society Transfer Charges in respect of this Sale shall be borne and paid by the Vendor/the Transferor and the Purchasers/the Transferees in equal share. The legal charges and other incidental expenses in

SCHEDULE OF THE PROPERTY

All that the Share Certificate No. 0098 for 5 fully paid up Share of Rs. 50/- each bearing distinctive nos. from 606 to 610 (both inclusive) aggregating to the total share capital of Rs. 250/- of the Shree Kedia Chambers Co-Operative Housing Society Limited together with the Ownership rights over the Said Premises viz. Unit No. 4, admeasuring about 500 Sq. Ft. Carpet area equivalent to 46.46 Sq. Mts. Carpet area on the Ground Floor in the building known as Rungta Bunglow, of SHREE KEDIA CHAMBERS CO-OPERATIVE HOUSING SOCIETY LIMITED, situated at S. V. Road, Malad (West), Mumbai - 400 064; lying on land bearing C.T.S No. 626 of Village – Malad South, Taluka Borivali in Greater Mumbai Registration Sub-district of Bandra, District Mumbai Suburban. The year of construction of building is 1961-1962.

IN WITNESSETH WHEREOF both the parties hereto have set and subscribed their respective hands on this day and the year first hereinabove written.

SIGNED AND DELIVERED by the
within named "THE VENDOR"
MRS. SAMINA IRSHAD QURESHI

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| (SIGNATURE) | (PHOTOGRAPH) | (LEFT THUMB IMP) |

MR. MANAV HITESH TEJANI

| | | |
|-------------|--------------|------------------|
| | | |
| (SIGNATURE) | (PHOTOGRAPH) | (LEFT THUMB IMP) |

in the presence of.....]
.....]

RECEIPT OF PART PAYMENT

I, MRS. SAMINA IRSHAD QURESHI, the Vendor/the Transferor herein have received from the within name Purchasers/the Transferees MRS. MANISHA HITESH TEJANI, MR. HITESH RAMNIKLAL TEJANI, MR. JAINEET HITESH TEJANI & MR. MANAV HITESH TEJANI a sum of Rs. 27,00,000/- (Rupees Twenty Seven Lakhs Only) towards the Part consideration for Unit No. 4, admeasuring about 500 Sq. Ft. Carpet area equivalent to 46.46 Sq. Mts. Carpet area on the Ground Floor in the building known as Rungta Bunglow, of Shree Kedia Chambers Co-Operative Housing Society Limited, situated at S. V. Road, Malad (West), Mumbai - 400 064; prior to these presents.

| Date | Cheque No. | Drawn on | Branch | Amount |
|------------|------------|---------------------|----------------|----------------|
| 24/10/2024 | | Union Bank of India | Malad West | Rs. 5,00,000/- |
| 04/01/2025 | | Saraswat Bank | Mira Road East | Rs. 5,73,000/- |
| 04/01/2025 | | Indian Bank | Mira Road East | Rs. 5,73,000/- |
| 04/01/2025 | | Indian Bank | Mira Road East | Rs. 5,73,000/- |
| | | | | Rs. 3,73,000/- |
| | | Towards TDS | | Rs. 1,08,000/- |

I say received as above,

Rs. 27,00,000/-

(Rupees Twenty Seven Lakhs Only)

MRS. SAMINA IRSHAD QURESHI.

Witness:

1.

2.

AGREEMENT FOR SALE



Unit No. 4, Ground Floor, Rungta Bungalow,
Shree Kedia Chambers Co-Operative Housing Society Limited,
S. V. Road, Malad (West), Mumbai - 400 064.

BETWEEN:

VENDOR: - MRS. SAMINA IRSHAD QURESHI.

PURCHASERS: - MRS. MANISHA HITESH TEJANI,
MR. HITESH RAMNIKLAL TEJANI,
MR. JAINEET HITESH TEJANI &
MR. MANAV HITESH TEJANI.

ON THIS ___ DAY OF JANUARY 2025.
DOCUMENTATION BY: - URMI CONSULTANCY
MR. DARSHAN H. SHAH
OFFICE NO. 138, FIRST FLOOR,
NEO CORPORA PLAZA,

RAMCHANDRA LANE EXTENSION,
MALAD (W), MUMBAI – 400 064.
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AGREEMENT FOR SALE

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VENDOR

MRS. SAMINA IRSHAD QURESHI.

PURCHASERS

**MRS. MANISHA HITESH TEJANI,
MR. HITESH RAMNIKLAL TEJANI,
MR. JAINEET HITESH TEJANI &
MR. MANAV HITESH TEJANI.**

Unit No. 4, Ground Floor, Rungta Bungalow,
Shree Kedia Chambers Co-Operative Housing Society Limited,
S. V. Road, Malad (West), Mumbai - 400 064.

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ON THIS __ DAY OF JANUARY 2025.

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**DOCUMENTATION BY: - URMI CONSULTANCY
MR. DARSHAN H. SHAH
OFFICE NO. 138, FIRST FLOOR,
NEO CORPORTAE PLAZA,**