

सची क्र.2

दुय्यम निवंधक : मह दु.नि. वारीवली 4

दस्त क्रमांक : 647/2025

नोदंणी : Regn:63m

#### गावाचे नाव: मालाड

(1)विलंखाचा प्रकार

करारनामा

(2)मोबदला

5600000

(3) बाजारभाव(भाडेपटटयाच्या

वायनितपटटाकार आकारणी देतो की पटटेदार ते

2669801.75

नमद करावे)

(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)

1) पालिकेचे नाव:Mumbai Ma.na.pa. इतर वर्णन :, इतर माहिती: सदनिका नं.डी-302,3 रा मजला,डी विंग,मालाड शांती नगर को. ऑप. हौ . सो. लि.,दत्त मंदिर रोड,मालाड पूर्व,मुंबई 400097,मदनिकेचे एक्ण क्षेत्रफळ 290 चौ. फुट बील्टअप एरिया( ( C.T.S. Number : 151, 151/1, 152, 152/1 and 152/2 ; ) )

(5) क्षेत्रफळ

1) 26.95 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यान असेल नेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहन ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

1): नाव:-सुधिर बाळूभाई त्रिवेदी - वय:-64; पत्ता:-प्लॉट नं: डी-302 , माळा नं: 3 रा मजला , इमारतीचे नाव: मालाड शांती नगर को. ऑप. हौ. सो. लि , ब्लॉक नं: मालाड पूर्व,मुंबई , रोड नं: दत्त मंदिर रोड , महाराष्ट्र, मुम्बई. पिन कोड:-400097 पॅन नं:-ABSPT2282Q

(8)दस्तांग्वज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

1): नाव:-सिद्धांत किशोर आगाशे - वय:-31; पत्ता:-प्लॉट नं: 2/ए , माळा नं: -, इमारतीचे नाव: गोपाल सदन , ब्लॉक नं: मालाड पूर्व, मुंबई , रोड नं: दत्त मंदिर रोड , महाराष्ट्र, मुम्बई. पिन कोड:-400097 पॅन नं:-BDPPA3127D

(9) दस्तऐवज करुन दिल्याचा दिनांक

15/01/2025

(10)दस्त नोंदणी केल्याचा दिनांक

15/01/2025

(11)अनुक्रमांक,खंड व पृष्ठ

647/2025

(12)वाजारभावाप्रमाणे मुद्रांक शुल्क

336000

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

(14)शेरा

30000

मल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

# MALAD SHANTI NAGAR CO-OP.HSG. SOCIETY LTD.

(Regn. No. Bom. HSG-GEN-5148 of 7-6-1977)

Shanti Nagar, Datt Mandir Road, Malad (East), Mumbai - 400 097.

Ref. No.

Date: 10 01 2025

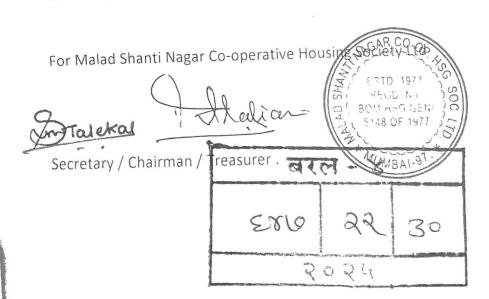
#### TO WHOM IT MAY CONCERN

This is to certify that Shri. Sudhir Balubhai Trivedi is a member and owner of the flat at Malad Shanti Nagar Co-operative Hsg Society Ltd situated at Datta Mandir Road , Malad (East) , Mumbai -400097 The particulars of his/her flat are as under:

- 1) Ward P/N ward
- 2) Flat no- D-302
- 3) Address Malad Shanti Nagar Co-operative Housing Society Ltd ,Datta Mandir Road , Malad (East), Mumbai - 400097.
- 4) Area of the flat 290.00 sq.ft (Built -up )
- 5) Age of the Building 50 years
- 6) Year of construction 1975-1976
- 7) Floors of the building Ground plus 4(Four)floors
- 8) Whether lift is provided- No lift
- 9) Location Village- Malad, Taluka Borivali, Mumbai Suburban District,
- 10) CTS No & Rev . Village 151 , Revenue village- Malad, Taluka Borivali , District Mumbai Suburban.
- 11) Nature of property Residential
- 12) Terms of occupancy Ownership
- 13) Share certificate -Bearing No.51, having Dist. No. from 251 to 255 stands on his name.

The information and particulars of the above-mentioned flat are as per society records. Further there are no dues pending against the above flat as on date. Also, as on date the above said flat is not mortgaged to any financial institution as per society records.

Further we have no objection to Shri.Sudhir Balubhai Trivedi selling the above said flat for residential purpose subject to complying with the required formalities, documentation and payment of necessary fees and premium.





MUNICIPAL CORPORATION OF GREATER BOMDAY No. CET 1916 1 BP21019-19 Sub: Permission to conver the completed portion of the residential boundings Plan No. A booring 5, Ma, 151/2 a. Dalta mondir Rd. Hala sh. K. B. Kothari. datod 6.4.76 strming C.D. &E By direction, I have to inform you than the permantion to occupy the completed portion of farth filters, shown it you in the use colour in the plan submitted by you on 6-4-96 is harsby greated to as 31-3-77. Please note that this permission is without projudice to another water section 3534/7/11 is this permission is without projudice to another than both water section 3534/7/11 is bother Municipal Corporation Act and subject to the following conditions to That the contificate under section 2701 of the continuous of the continuous to this office, but he occurrying the block. That all the terms and conditions of the approved lawer Subilitation! amalgamation shall be compliced with, That the 25% galas shows in red should to topt reserved for shirting industries from non conforming zone, That all the Intimation of Disapproval objections including the notes should be duly complied with, That all the remaining work should be completed which was year hereof. D. I. L. R's plan showing plat a bundany as per armin D.I.L.R's plan showing for the detore acceptance of selection for the submitted before acceptance of selection submitted before acceptance of selections and the submitted solvers raithfully, i) That this son coron that monthly रागा SEB- (PIN) Asstit, Morthon Bullding Proposals, for information.

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Ref : Your lefter No.

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copy to E.E. (V), A. E. W. W. Par, A. A. &C. (F) /(R): A. H. S. R. TIII, बरल - ४

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occupancy cests 1118.1 "> MUNTCEPAL CORPORATION OF GREATER BOMDAY No. CET 1916 1 APZU19-19 Archittect. Sub : Permission to occupy the completed portion of the residential buildings at booring 5, Ma. 151/2 2 152/132 as Dalta Mondir Rd. Halail (F) Shi K. B. Kothari Sir, datod 6.4.76 By direction, I have inform you than the permission to occupy the completed portion of grath filters, shown by you in the red colour in the plan submitted by you on 6-4-26 is howeby greated took 31-3-77. Picaso note that this permission is without projuction to applied trace section 3834/071 of Bombay Municipal Corporation Act and subject to the the confictions That the cortificate under spetical STOA of the East, C. Let shall be. obtained from A. E. W. W. T. the state occupying for 61dp.

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Sub: Permission to convex the completed portion of the residential buildings 20 Plan No: A boaring 5. No. 151/2 2 152/122 at. Dalta mondir Rd. Halad (E) for Sh. K. B. Kothari

Sir,

Ref: Your letter No. No datod 6.4.76

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# Occupancy certificate

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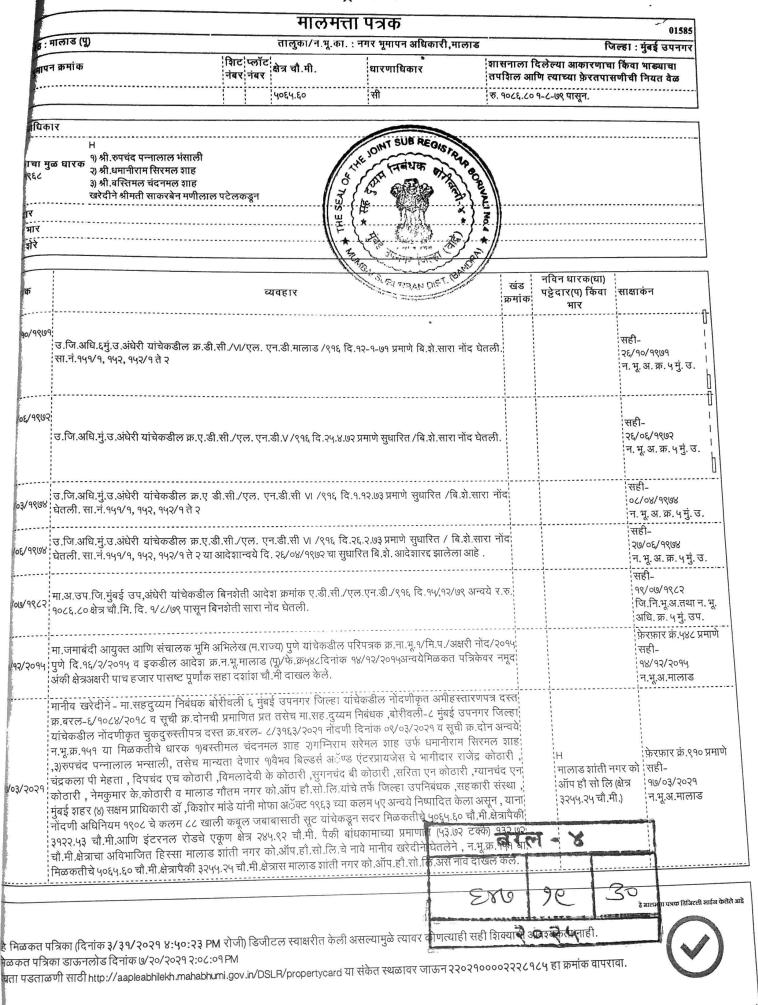
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#### महाराष्ट्र 🖁 शासन



DAVIVA

# SOCHEL

Registered under M. C. S. Act, 1960)

ber's Register No. orised Share Capital Rs2,50,000- Divided into Share Certificate No. ZEXXIBXZEEX 51. 5,000 Shares each of Rs. 50/-

色照器百里形形 that Shri/Sunck NANALAL BHANJI UPADHYAY

BOMBAY 200 of Rs. 50/is the Registered Holder of Shares each

from No.

HE MALAD SHANTI NAGAR

> CO-OPERATIVE HOUSING SOCIETY LTD

h Shares the sum of Rupees TWO HUNDRED subject to the Bye-laws of the said Society and that upon each of FIFTY ONLY

has been paid.

GIVEN under the Common Seal of the said Society at BOMBAY this

ELEVENTH

of . OCTOBER

Chairman

Hon. Secretary.

Member of the Committee P. T. O.

(A) (B) (B)

Naumasa

# Flor no - D-302.

#### Memorandum of the transfer of the within mentioned Shares

Date of Transfer	Transfer No.	Share Regr. No. (Old)	To whom transferred Share Regr. No.
-11-92		51	Jayesh Champoklal Stolk Sanghu, Kalpish champoklal Stolk Sanghu McRuckar
,			Bury motalean appathent
8194	48.		Smil Bharatiben wavin chandry
FAT MALAD  PLAST MANAN  CHAIRMAN	SHANTI NACAR CO-D TREASURER	STORETARY	PAMOLE MARAGER CO. OP HCC. SOCIETY END.  CHAIRMAN TREASURER SECRETARY

Chairman

Hon. Secretary

Committee Member

Receipt (pavti)

387/647

Wednesday, January 15, 2025

5:45 PM

पावती

Original/Duplicate

नोंदणी क्रं.:39म

Regn.:39M

पावती क्रं.: 697

दिनांक: 15/01/2025

गावाचे नाव: मालाड

दम्तऐवजाचा अनुक्रमांक: बरल-4-647-2025

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: सिद्धांत किशोर आगाशे -

नोंदणी फी

दस्त हाताळणी फी

पृष्ठांची संख्या: 30

₹, 30000.00

₹, 600.00

एकुण:

₹. 30600.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 6:03 PM ह्या वेळेस मिळेल.

बाजार मुल्य: रु.2669801.75 /-

मोबदला रु.5600000/-

भरलेले मुद्रांक शुल्क : रु. 336000/-

सह दु.नि.का-बोन्निली4 सह. दुव्यम निबंधक, बोरीवली क्र.-४,

मुंबई उपनगर जिल्हा.

1) देयकाचा प्रकार: DHC रक्कम: रु.600/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0125155915876 दिनांक: 15/01/2025

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: क.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH014386739202425E दिनांक: 15/01/2025

वँकेचे नाव व पत्ता:

Mark.

DELIVERED



#### CHALLAN MTR Form Number-6



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				Payer Detail	ls					
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			Applicable)							
Office				SIDDHANT KISHORE AGASHE						
Location										
2024-2025 One Time		Flat/Block No. Flat No. D-302, Third floor, D Wing		, Mala	ad Sh	aı				
Account Head Details	Amount In Rs.	Premises/	Building	Nagar CHSL						
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0030063301 Registration Fee	30000 00	O Area/Locality		Mumbai						_
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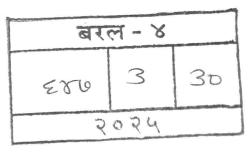
Mobile No.:

0000000000

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सद् चलन केवळ दुय्यम निबंधक कार्यालयात नोदंणी करावयाच्या दस्तासाठी लागु आहे. नोदंणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही.

5.3 Trivedi





# AGREEMENT FOR SALE & TRANSFER

THIS AGREEMENT FOR SALE & TRANSFER made at Mumbai this 15 day of January 2025;

5.3 Trivedi

#### BETWEEN

MR. SUDHIR BALUBHAI TRIVEDI, aged 64 years, an Indian Inhabitant, having address at D-302, 3rd floor, Malad Shanti Nagar Cooperative Housing Society Limited, Datta Mandir Road, Malad (East), Mumbai 400 097, hereinafter called "THE TRANSFEROR" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the ONE PART;

S.B. Trivedi AND

बरल - ४ 30 280 २०२५

MR. SIDDHANT KISHORE AGASHE, aged 31 years, of Mumbai Indian Inhabitant residing at 2/A Gopal Sadan, Datta Mandir Road, Malad (East), Mumbai 400 097, hereinafter called "THE TRANSFEREE" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his administrators and assigns) of the OTHER PART: heirs, executors,

#### WHEREAS:

- The Transferor being member of Malad Shanti Nagar Operative Housing Society Limited, a co-operative society duly registered under the (i) under No. BOM/HSG/GEN/5148 of 1977 on 7th June, 1977 under the Maharashtra Co-operative Societies Act, 1960 (hereinafter called the "said Society") is holding 5 (five) fully paid up shares of Rs.50/- each, bearing distinctive Share Nos. 251 to 255 (both inclusive) (hereinafter called "said shares") as evidenced by Share Certificate No.51 dated 11th October, 1978 of the said Society and as such member being the owner is seized and possessed of residential premises bearing Flat No. D-302 admeasuring 290 sq. ft. built up area on the third floor, in 'D' Wing of Malad Shanti Nagar Co-operative Housing Society Limited, situate at Datta Mandir Road, Malad (East), Mumbai 400 097, (hereinafter referred to as "said Flat") standing on Plot bearing CTS Nos.151, 151/1, 152, 152/1 and 152/2 of Village Malad, Taluka Borivali, within the Registration Sub-District of Borivali District Mumbai Suburban within Greater Mumbai ("said Property"). The said flat is more particularly described in the Schedule written hereunder.
- (ii) The Transferor has purchased and acquired the said Flat vide Agreement dated 5th April, 2007 registered with the Sub Registrar of Assurances at Borivali (Bandra) under serial no. BDR-2/2483 of 2007 from one Smt. Bhartiben Navinchandra Shah at or for the consideration therein mentioned. Pursuant to the said Agreement, the Transferor herein (being the Purchaser therein) paid the entire consideration monies mentioned therein to the said Smt. Bhartiben Navinchandra Shah who handed over vacant possession of the said Flat to the Transferor herein.
- The Transferor has further represented that the Society has (iii) permitted the Transferor the facility of one open car park space in the re- & compound of the building.

In the circumstances aforesaid the Transferor is owner of the said Flat alongwith the said Shares pertaining thereto

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S.B. Trivedi

regularly paying monthly outgoings and maintenance charges in respect thereof to the said Society. The Transferor further represents that he has said Society upto December, 2024 and have also paid the electricity charges in respect of the said Flat till December, 2024.

- approached the Transferor. Relying upon the representations made by the Transferor and as a result of negotiations finalized between the parties hereto, the Transferor hereby agrees to sell and transfer the said Shares to which is annexed the right of occupancy of the said Flat and his interesting all deposits, sinking and repair funds and all other amounts, including the right to allotment of new flat and all other benefits (in event if stocety boses for redevelopment), to which the Transferor is entitled to as member of the said Society, to the Transferee and the Transferee hereby agrees to purchase and acquire the said Flat together with the said Shares issued by the said Society pertaining thereto, free from all encumbrance, together with full right and benefit to use, occupy and possess, absolutely and forever the said Flat at or for the total consideration of Rs.56,00,000/-(Rupees Fifty Six Lakhs only) and on the terms and conditions hereinafter
- (vi) On application made by the Transferor, the said Society has vide its letter dated 10/01/2025 granted it's No Objection to the Transferor transferring the said shares and the said Flat to the Transferee herein. Copy of the said Letter dated 10/01/2025 is herefo annexed and marked as **Annexure 'A'**. Copies of Property Register Cards and Share Certificate No.51 are annexed hereto marked as **Annexure 'B' & 'C'** respectively.
- (vii) The Transferor being an Indian citizen permanently residing in India has directed the Transferee to deduct tax and pay such deducted amount to the concerned authorities of the Central Government as per the prevailing Income Tax Rules. Therefore the consideration amount hereunder payable by the Transferee to the Transferor is subject to deduction of tax at source of 1% under the provisions of Section 194-IA of the Income Tax Act, 376 8

1961, which comes to Rs.56,000 - (Rupees Fifty Six Thousand only).

(viii) The parties hereto desire to reduce into writing the terms and conditions of transfer of the said Flat by the Transferor to the Transferees in the manner hereinafter appearing.

5.3. Trivedi

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NOW THESE PRESENTS WITNESSETH AND THE PARTIES HERETO AGREE DECLARE AND CONFIRM AS UNDER: -

1. The Transferor doth hereby agree to transfer and assign to the Transferee and the Transferee doth hereby agree to purchase and acquire from the Transferor, free from all encumbrances, the said Flat bearing Flat No. D-302 admeasuring 290 sq. ft. built up area on the third floor, in 'D' Wing of Malad Shanti Nagar Cooperative Housing Society Limited, situate at Datta Mandir Road, Malad (East), Mumbai 400 097, standing on Plot bearing CTS Nos.151, 151/1, 152, 152/1 and 152/2 of Village Malad, Taluka Borivali, within the Registration Sub-District of Borivali District Mumbai Suburban within Greater Mumbai together with the said 5 (five) fully paid up shares of Rs.50/- each, bearing distinctive Share Nos. 251 to 255 (both inclusive) as evidenced \$hare Certificate No.51 dated 11th October, 1978 of the said Softiety and his interest in the capital and property of the said Society together with the benefits of all deposits, sinking and repair funds and all other amounts to which the Transferor is entitled to as the member of the said Society with inherent rights to obtain the allotment of the New Flat (in case of redevelopment of the Society Property) together with all other benefits to which the Transferor is entitled to as member of the said Society at or for the lumpsum consideration of Rs.56,00,000/- (Rupees Fifty Six Lakhs only).

2. As per the of the Income Tax Act, 1961, the Purchaser shall pay the consideration monies after deducting tax at source (TDS) @ 1% from the total consideration payable to the Transferors which comes to Rs.56,000/- (Rupees Fifty Six Thousand Only). Accordingly, the Transferee shall pay the consideration monies to the Transferor after deducting the applicable TDS. The Transferee shall deposit such TDS in the Authorized Bank collecting TDS and copy of Challan to be received against the deposit of TDS shall be handed over by the Transferee to the Transferors.

3. The said sum of Rs.56,00,000/- (Rupees Fifty Six Lakhs only) less TDS @ 1%, shall be paid by the Transferee to the Transferor as follows:-

(i) Rs.11,20,000 /- (Rupees Eleven Lakhs Twenty Thousand only) is paid from time to time, by the Transferee to the Transferor,

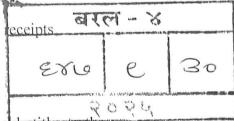
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prior to the execution hereof (the payment and receipt—whereof the Transferor doth hereby admit and acknowledge and of and from the same acquit, release and discharge the Transferee absolutely and forever) out of which the sum of Rs.56,000/-(Rupees Fifty Six Thousand Only) has been deducted on account of TDS @ 1%, a sum of Rs.10,64,000/- (Rupees Ten Lakhs Sixty Four Thousand only) is paid by the Transferee to the Transferor.

- (ii) Balance sum of Rs.44,80,000/- (Rupees Forty Four Lakhs Eighty Thousand only) shall be paid to the Transferee to the Transferor within 30 (thirty) days from execution hereof.
- 4. Simultaneously, with the receipt of the balance consideration monies, the Transferor shall sign and deliver to the Transferee and source necessary applications and consents, for transfer to the name of the range of the said Flat along with the Shares of the said Society pertaining thereto along with deposits made to TATA Power Fid., Mahanagar Gas Limited etc.
- 5. The Transferor shall continue paying all taxes, maintenance charges, other charges and outgoings pertaining to the said Flat, till he hands over quiet vacant and peaceful possession of the said Flat to the Transferee herein. On the possession of the said Flat being handed over by the Transferor to the Transferee, all such charges shall be borne and paid by the Transferee.
- 6. The Transferor shall simultaneously on execution hereof handover to the Transferee the following documents:-
- (i) Original Title deeds in respect of the said flat and the original Share Certificate no.51;
- (ii) Original Last paid up Electricity bills cum receipts pertaining to the said flat;
- (iii) Original Last paid up Mahanagar Gas bills cum receipts pertaining to the said flat;



7. The Transferor shall make out a clear and marketable title to the said Flat hereby agreed to be sold and transferred, free from all encumbrances doubts and claims and get in all outstanding estates and clear all defects in the title encumbrances and claims by way of sale, exchange, mortgage, gift, trust, inheritance, possession, lease, lien, easement or otherwise and make the title

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to the said Flat clear and marketable and free from all

8. The Transferor agrees that on and from execution hereof, it shall not cancel or terminate or purport to cancel or terminate this Agreement and/or any deed or document or writing executed in pursuance hereof and/or write any letters to the Society which may result in the revocation of the consents/confirmations issued by the Transferor and/or the cancellation of inherent rights of allotment of new flat (in case of redevelopment of the said Property).

9. The Transferor declares and confirms that on and from the data sub respectively hereof it shall not transfer or create any third party rights in respectively of the said Flat in any manner whatsoever and/or enterinfo any agreement or writing with any third party or person and portinduct any person into the said Flat. The Transferor hereby refered and confirms that on receipt of the entire consideration mannes as contained in clause 3 (b) above, the right, title and interest of the Transferor in the said Flat as well all other benefits to which he is entitled to as member of the Society shall automatically stand transferred to and vested in the name of the Transferee who as the absolute owner thereof, shall be entitled to peacefully and quietly have, hold, own, occupy, possess and enjoy the said Flat for all times to come as aforesaid alongwith inherent right to allotment of the new flat (in case of redevelopment of the said Property) without any let or hindrance, lawful interruption claim,

demand or dispute of whatsoever nature from the Transferor from any other persons claiming through the Transferor, in a manner whatsoever.

EXU 90 30

oral or written agreement for sale or memorandum of understanding or executed any sale deed, transfer deed, gift deed, transfer forms, instruments, documents, writings or papers in favour of any person or persons other than the Transferee herein and neither the Transferor has (i) received any amount whatsoever by way of consideration or earnest money or deposit or otherwise howsoever from any person or persons or party whosoever (other than the Transferee herein) in connection with the sale or transfer or disposition or alienation of the said Flat and/or (ii) omitted or

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committed or caused to be omitted or committed any act, deed, matter or thing by reason whereof its right, title and interest in the said Flat is adversely affected in any manner.

11. The Transferor hereby agrees and undertakes to execute deeds, documents, writings and assurances as may be required to be executed in favour of the Transferee time and at all times hereafter as may be required by the Transferee or his Counsel or Counsels-in-law, for the purpose of effectively vesting and transferring the said Flat together with the said Shares pertaining thereto in favour of the Transferee and for perfecting the title of the Transferee as the owner of the said Flat as also for the transfer in the records of the Transferor hereby covenants and warrants with the Transferor hereby covenants are proposed to the p

The said Flat is free from all encumbrances of what soe ver nature and belong to the Transferor and he alone is in exclusive use, enjoyment, occupation and possession of the same and that no other person or persons has/have any right, title or interest, property, claim or demand of whatsoever nature into or upon the same whether by way of sale, exchange, mortgage, charge, lien, gift, trust, inheritance, lease, easement, license, maintenance or otherwise howsoever;

- (ii) That the Transferor has not let out or given on leave and license or on any other basis or parted with the possession of the said Flat and are in a position to deliver the possession thereof to the Transferee on receipt of the balance consideration monies;
- That there are no outstanding encumbrances estate or effects by way of lease, lien, charge, inheritances, mortgage or and the Transferor is not prevented otherwise howsoever under the Income Tax Act, Gift Tax Act, or any statutes or law for the time being in force from dealing with or disposing off and transferring the said Flat alongwith inherent rights to allotment of

new flat (in case of redevelopment of the said Property) and all a said Property the Transferee benefits attached therewith to herein.

as envisaged 99 30 886

The Transferor has good right, full power and abs (iv) authority to enter into this Agreement for Sale and transfer of the said Flat alongwith the said Shares pertaining thereto and there is

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no circumstance, fact, act, impediment, restraint or injunction against the Transferor from being able to do so and/or prejudicially affecting the Transferor to sell and transfer the said Flat alongwith the said Shares pertaining thereto and all benefits attached therewith and the delivery and transfer thereof to the Transferee;

- That the right, title and interest of the Transferor in the said Flat is not the subject matter of any pending litigation, legal or other proceedings and there is no notice of lispendens, order, decree, attachment (either before or after judgment or in the execution of any decree) or action of any court or authority including the Income Tax Authority touching or concerning the said Flat nor the same is subject to any attachment or prohibitory order issued by any department of the State or Government, other authorities, courts of law, Industrial Arbitrators whereby the Transferors are prevented of sub-recognition restrained from assigning or transferring all their rights in the side of the sub-recognition of the su benefits attached therewith to the Transferee as envising dunder this Agreement. If any encumbrances, lispendons attachments are found existing the same shall be cleared Bonthe Transferor at his own costs and expenses.
- The Transferor has not received any amount whatsoever by (vi) way of consideration or earnest money or deposit or otherwise howsoever from any person or persons or party other than Transferee herein, whosoever in connection with the sale or transfer or disposition or alienation of the said Flat and the Transferor has not omitted or committed or caused to be omitted or committed any act, deed, matter or thing by reason whereof his right, title and interest in the said Flat and/or the said Shares and all benefits attached therewith, are in any manner adversely affected;
- The Transferor hereby confirms that he has paid upto date (vii) income tax and that there are no proceedings as envisaged under the provisions of Section 281 of the Income Tax Act, 1961 and neither are there any prohibitory orders or any attachment orders under Section 281B of the Income Tax Act, 1961 or otherwise any liabilities in respect of the said Flat and/or any part thereof whereby the rights of the Transferor to sell and transfer the said

Trivedi Flat are affected;

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(viii) That no notice from any Government, Municipal Corporation or any other public body or authority or any notice under any law has been received by or served on the Transferor in execution of this Agreement.

(ix) Any amounts if claimed by the Society after the date of this Agreement, with respect to the period prior to the date hereof, then the Transferor shall be liable to pay such dues claimed by the Society.

13. The Transferor further undertakes and declares had any nominations with regard to the said Flat alongwith the said shares that may have been made by the Transferor with the said Society or otherwise, prior to this date, in favour of any person other than the Transferee shall hereafter be deemed to be inoperative and shall be considered as withdrawn.

14. It is further confirmed by the Transferor that he has not taken any loan or incurred any liabilities against the security of the said Flat and/or the said Shares and has neither secured, mortgaged, pledged or hypothecated or burdened the same and declare that the said Flat is free from all encumbrances.

t the said Flat

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the aforesaid R = R + R

15. The Transferor is aware that relying upon the aforesaid representations and warranties made by the Transferor, the Transferee has agreed to purchase the said Flat alongwith the said Shares pertaining thereto. The Transferor doth hereby indemnify and shall keep the Transferee, his heirs executors and assigns, fully and effectually indemnified saved harmless, defended from and against any costs, charges, expenses, loss or damage, that may be suffered or incurred by the Transferee and/or his estates and effects and all demands, claims, notices, actions, suits and/or proceedings that may be taken or adopted by the Transferor and/or any person or persons, claiming by from through or under them, on account of any legal and genuine claim put forward by a third party, in respect of the said Flat as ALSO against all costs, charges and expenses and damages, penalties or payments that may be made by any authority/person/s AND FURTHER that the covenants agreements undertakings and indemnities herein contained shall remain in full force and effect and shall enure for the benefit of the Transferee and his successors and assigns and

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all persons deriving or claiming any right, title or interest under them or any of them.

- said Flat alongwith the said shares and his rights are transferred to and are vested in the Transferee in the books and records of the said Society and other concerned authorities, the Transferor shall be deemed to hold and carry the said rights in the books and records of the said Society and the authorities as trustee and agent of the Transferee and shall deal with them only in accordance with the instructions and directions of the Transferee in writing.
- 17. It is agreed by and between the parties hereto that the transfer premium/fee, if any, that may be charged by the Society for the transfer of the said Flat and the Shares pertaining to the said Flat from the name of the Transferor to the name of the Transferee shall be borne and paid by both the parties equally.
- 18. All costs, charges and expenses including stamp duty and registration fees payable in respect of this Agreement and all other incidental documents shall be borne and paid by Transferee. Each party shall bear and pay professional costs/fees of their respective Advocates and Solicitors.

19. As required by the Income Tax Act, 1961:-

The PAN number of the parties is as follows:

NAME	PAN NO.
MR. SUDHIR BALUBHAI TRIVEDI	ABSPT2282Q
MR. SIDDHANT KISHORE AGASHE	BDPPA3127D
	1111112

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

## THE SCHEDULE ABOVE REFERRED TO

ALL THAT RESIDENTIAL PREMISES bearing Flat No. D-302 admeasuring 290 sq. ft. built up area on the third floor, in 'D' Wing of Malad Shanti Nagar Co-operative Housing Society Limited, situate at Datta Mandir Road, Malad (East), Mumbai 400 097, standing on Plot bearing CTS Nos.151, 151/1, 152, 152/1 and 152/2 of Village Malad,

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Taluka Borivali, within the Registration Sub-District of Borivali District Mumbai Suburban within Greater Mumbai together with 5 (five) fully paid up shares of Rs.50/- each, bearing distinctive Share Nos. 251 to 255 (both inclusive) as evidenced by Share Certificate No.51 dated 11th October, 1978 issued by the Society pertaining thereto. The said 'D' Wing in Malad Shanti Nagar Co-operative Housing Society Limited is constructed in 1975-76 and consists of ground plus 4 upper floors and has

SIGNED SEALED AND DELIVERED by the withinnamed "THE TRANSFEROR" MR. SUDHIR BALUBHAI TRIVEDI



S. 3. Trivedi

Signature



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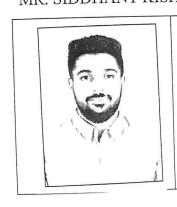
1. Syresh Talapady

Daliped &

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SIGNED SEALED AND DELIVERED by the withinnamed "THE TRANSFEREE" MR. SIDDHANT KISHORE AGASHE





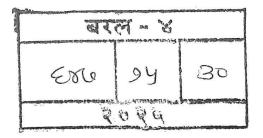
Signature



in the presence of .....

1. Syresh Talapady

2. Scedin relow Le



### RECEIPT

RECEIVED OF AND FROM the withinnamed "THE TRANSFEREE", from time to time the aggregate sum of Rs.11,20,000/- (Rupees Eleven on or before execution hereof, as and by way of part payment of the total payment is made through cheque/RTGS, the details whereof are

Sr.	Date of	UTR No.		
No.	RTGS	-101.	Drawn on	Amount in
			Bank/Branch	Rupees
1.	13/01/2025	CNRBR		
		1	Canara Bank,	10,64,000/-
		5202501139	Malad (East)	
		7389169	Branch	
2.	Amount deduct	ted on account of	56,000/-	
	Transferee with	30,000		
	Transferor			
			Total Rs.	11,20,000/-

WITNESSES:

I SAY RECEIVED:

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MR. SUDHIR BALUBHAI TRIVEDI TRANSFEROR

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