

AGREEMENT FOR SALE

This AGREEMENT FOR SALE is made at Mumbai this ____ day of
JANUARY, 2025;

BETWEEN

(1) MRS. BHARATI DIPAK SARVAIYA (Aadhar No. 3081 1716 6169),
PAN No. AXLPS5137Q, Aged 70 Years and (2) MR. KUNAL DIPAK
SARVAIYA (Aadhar No. 3918 3624 8408), PAN No. BNUPS9880G,
Aged 42 Years, both Indian Inhabitants, presently residing at Flat No.
1301, 126 Vishal Sagar CHSL, Shivalal Nagar, Gaurishankar Wadi,
Pantnagar, Ghatkopar (East), Mumbai 400 075, hereinafter 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 heirs, executors and administrators) of the ONE PART;

AND

(1) MRS. MANJULA LAKHAMSHI CHHEDA (Aadhar No.3705 5566
1030), PAN No. AGOPC4840Q, Aged 61 Years and (2) MR. SEVIL
LAKHAMSHI CHHEDA (Aadhar No. 2676 4167 5252), PAN No.
BBSPC3633H, Aged 29 Years, both Indian Inhabitants, presently
residing at Room No. 17, 3rd floor, Leeladhar Building, 62/64 Bazar
Gate Street, Near G.P.O Fort, Mumbai – 400 001., hereinafter referred
to as the "Transferees" (which expression shall, unless it be
repugnant to the context or meaning thereof, be deemed to mean and
include their respective heirs, executors, administrators and assigns)
of the OTHER PART.

WHEREAS:

(a) The Transferors herein are the Owners and as such are seized and

possessed of or otherwise well and sufficiently entitled to a Residential Premises, admeasuring 59.35 sq. mtrs. and exclusive balcony area 1.27 sq. mtr. aggregating total carpet area 60.62 sq. mtrs. equivalent to 652 sq. ft. (approximately) and 58.55 sq. mtrs. aggregate area as per MCGM/MHADA approved plan being Flat No.1301 situate on the Thirteenth Floor in the Building known as "VISHAL SAGAR" (hereinafter for brevity sake referred to as the "said building") and Society known as "Vishal Sagar Co-operative Housing Society Limited", duly registered under Registration No. MUM/MHADB/(TC)/82/2020-2021 (hereinafter for brevity sake referred to as the "said society"), situated at Pant Nagar, Ghatkopar (East), Mumbai – 400 075, standing on the plot of land bearing C.T.S. No. 5662 (pt) of TPS III Ghatkopar of Village Ghatkopar-Kirol, Taluka Kurla in the Registration District of Mumbai Suburban District (hereinafter for the sake of brevity referred to as the "said Premises") with One Car Parking (hereinafter for the sake of brevity referred to as the "said Car Parking Space") and more particularly described in the Schedule hereunder written;

(b) By and under Sale Deed dated 23-03-2022, duly registered before the Sub-Registrar of Assurances at Kurla under Serial No. KRL1-5021-2022 executed by and between J.R. Properties LLP as the Developers/Promoters therein and MRS. BHARATI DIPAK SARVAIYA and MR. KUNAL DIPAK SARVAIYA as the Purchasers therein, and the Transferors herein, the said Developers/Promoters thereby, allotted and assigned the said premises and said Car Parking Space to and in favour of the Transferors herein. The Transferors have duly complied with all their obligations and has paid entire consideration under the said Sale Deed dated 23-03-2022 and the Developers/

Promoters have handed over possession of the said Premises and said Car Parking Space to the Transferors herein;

- (c) The Transferors herein agree, confirm and declare that the Transferors herein has duly complied with all their obligations and have paid entire consideration under the said Sale dated 23-03-2022;
- (d) Subsequently the Transferors herein have been admitted as members of the said society and the said society allotted Ten fully paid-up shares of face value of Rs.50/- each, bearing Distinctive Nos. 291 to 300 (both inclusive) comprised in Share Certificate No.30 to the Transferors (hereinafter referred to as "said Shares");
- (e) As such the Transferors herein became members of the said society and hold the said Premises in the said society and own the corresponding Ten fully paid-up shares of face value of Rs.50/- each, bearing Distinctive Nos. 291 to 300 (both inclusive) comprised in Share Certificate No.30 issued by the said Society on 23-04-2023;
- (f) As such the Transferors herein are the registered members of said Society and as such members are the absolute owners and holders of the said Premises and said Car Parking Space in the said society and owns the said shares. The Transferors is in lawful use, occupation and possession of the said premises, said shares and said car parking space as absolute owners thereof;
- (g) The Transferors herein have agreed to transfer all their respective rights, title and interest in respect of the said premises and said Car Parking Space as well as to transfer their said shares in the said Society to the Transferees and the Transferees have

agreed to acquire and purchase the same upon the following terms and conditions agreed to between the parties hereto at the consideration price of Rs. 1,22,00,000/- (Rupees One Crore Twenty Two Lakhs Only);

(h) Upon the application made by Transferors in that regard, the said Society has issued its No Objection Certificate for the transfer of the said shares, said premises and said car parking space by the Transferors in favour of Transferees;

(i) The parties are accordingly desirous of executing these presents for the sale and absolute transfer of the said premises, said car parking space, said shares, the membership rights, shares and interest in the capital / property of the said society, as hereinafter appearing.

NOW THEREFORE, THIS INDENTURE WITNESSETH AND IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The Transferors agree to sell, convey, assign and transfer unto the Transferees and the Transferees hereby acquires and purchase from the Transferors, with the right of ownership, all that the Transferors' right, title and interest in Residential Premises, admeasuring 59.35 square meter and (approximately) of RERA Carpet Area or thereabouts along with exclusive balcony area admeasuring 1.27 square meters aggregating total carpet area 60.62 square meters equivalent to 652 square feet of RERA Carpet Area or thereabouts and 58.55 square meters aggregate area as per MCGM/MHADA approved plan bearing Flat No.1301 situate on the Thirteenth Floor in the Building known as "VISHAL SAGAR" and Society known as "Vishal Sagar Co-operative Housing Society Limited", duly registered under

Registration No. MUM/MHADDB/(TC)/82/2020-2021 , situated at Pant Nagar, Ghatkopar (East), Mumbai – 400 075, standing on the plot of land bearing C.T.S. No. 5662 (pt) of Village Ghatkopar-Kirol, Taluka Kurla in the Registration District of Mumbai Suburban alongwith Ten fully paid-up shares of face value of Rs.50/- each, bearing Distinctive Nos. 291 to 300 (both inclusive) comprised in Share Certificate No.30 issued by the said Society on 23-04-2023 together with One Car Parking Space, and more particularly described in the Schedule written hereunder alongwith the right of enjoying all the common amenities, for the total consideration of Rs.1,22,00,000/- (Rupees One Crore Twenty Two Lakhs Only), out of which the Transferees have paid part consideration as more particularly stated herein below and described in the Receipt hereunder written:

- (c) A sum of Rs.3,00,000/- (Rupees Three Lakhs Only) is paid by the Transferee No. 1 to the Transferor No. 1 on or before the execution of these presents vide Cheque bearing No. 100044 dated 07-12-2024 drawn on Abhyudaya Bank, Fort Branch, towards part payment of agreed consideration;
- (d) A sum of Rs.13,88,000/- (Rupees Thirteen Lakhs Eighty Eight Thousand Only) is paid by the Transferee No. 1 to the Transferor No. 1 on or before the execution of these presents vide Cheque bearing No._____ dated _____ drawn on _____ Bank, _____ Branch, towards further part payment of agreed consideration;
- (e) A sum of Rs.2,01,000/- (Rupees Two Lakhs One Thousand Only) is paid by the Transferee No. 1 to the Transferor No. 2 on or before the execution of these presents vide Cheque bearing No.100046 dated 07-12-2024 drawn on Abhyudaya Bank, Fort

Branch, towards part payment of agreed consideration;

(f) sum of Rs.2,01,000/- (Rupees Two Lakhs One Thousand Only) is paid by the Transferee No. 2 to the Transferor No. 1 on or before the execution of these presents vide Cheque bearing No._____ dated _____ drawn on Abhyudaya Bank, Fort Branch, towards part payment of agreed consideration;

(g) A sum of Rs.16,88,000/- (Rupees Sixteen Lakhs Eighty Eight Thousand Only) is paid by the Transferee No. 2 to the Transferor No. 2 on or before the execution of these presents vide Cheque bearing No._____ dated _____ drawn on _____ Bank, _____ Branch, towards further part payment of agreed consideration;

(the payment and receipt whereof the Transferors do and doth of them hereby admit, confirm and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Transferee) and has agreed to pay the balance payment in the following manner;

(h) A sum of Rs.1,22,000/- (Rupees One Lakh Twenty Two Thousand Only) shall be deducted as TDS and the Transferees shall deposit the same in Government Account towards TDS (Tax Deducted at Source) as applicable to Transferors. The Transferees hereby agree that it is the sole responsibility of the Transferees to deposit the aforementioned TDS amount towards Deduction of Tax at Source in time in the Government treasury;

(i) Balance sum of Rs.83,00,000/- (Rupees Eighty Three Lakhs Only) being the balance sale consideration shall be paid by Transferees to the Transferors by availing loan facility from Bank/Financial Institution within 30 days from the date hereof.

2. It is agreed and recorded that upon receipt of the balance amount, the sale and transfer of the said Premises, said shares said Car Parking Space and membership in the said society by the Transferors in favour of the Transferees shall stand completed and the Transferors shall hand over quiet, vacant, peaceful and full possession of the said Premises and said Car Parking Space to the Transferees upon receipt of balance consideration as recorded in clause 1(h) above. Upon full payment, the present Agreement shall be considered as sale deed and no further document will be required to be executed.

3. The Transferors do hereby declare that the amount lying deposited with the "Vishal Sagar Co-operative Housing Society Limited", and/or Adani Electricity Mumbai Limited or any other authorities in respect of the said premises said shares and said Car Parking Space towards the Society charges, sinking fund and also for other expenses such as entrance fees and share money or such other deposits towards maintenance charges, electricity connection deposits, etc. shall belong to the Transferees only who shall be entitled for the credit of the same and also will be entitled for the refund of the same.

4. The Transferors shall upon receipt of the balance consideration also hand over to the Transferees the following:

- a. The Original Sale Deed dated 23-03-2022, duly registered before the Sub-Registrar of Assurances at Kurla-1 under Serial No. KRL1-5021-2022, executed by and between J.R. Properties LLP as the Developers/Promoters therein and MRS. BHARATI

DIPAK SARVAIYA and MR. KUNAL DIPAK SARVAIYA as the Purchasers therein, and the Transferors herein;

- b. The Original Share certificate bearing no. 30, dated 23rd April, 2023;
- c. The NOC letter issued by the said Society for sale and transfer of said Premises, said Car parking space and said shares in the said society to the Transferees herein;
- d. The duly executed share transfer forms under the Maharashtra Co-operative Societies Act, 1960 for the effective transfer of the said Premises, said Car Parking Space and membership in the said society to the Transferees;
- e. The latest electricity bill in respect of the said Premises together with proof of payment thereof;
- f. Receipt issued by the said society for upto date payment of all outgoings in respect of the said Premises and said Car Parking Space.

5. The Transferors herein hereby states, represents and warrants as under:

- (a) The Transferors are the absolute owners of the said Premises, said Car Parking Space and membership in the said society and as member of the said society is entitled to use, occupy and possess the said premises and said Car Parking Space exclusively;
- (b) The Transferors have good right, full power and absolute authority to sell, convey, assign and transfer the said Premises, said Car Parking Space, said shares and membership in the said society

to the Transferees as contemplated in these presents;

- (c) The Transferors' title to the said Premises, said Car Parking Space, said shares and membership in the said society is clear and marketable without any encumbrances;
- (d) The Transferors have not created any share, right, title, interest, charge or encumbrance of whatsoever nature in respect of the said Premises, said Car Parking Space, said shares and / or membership in the said society, whether by way of sale, exchange, mortgage, tenancy, lease, lien, gift, trust, possession or otherwise howsoever in favour of any person or persons;
- (e) The said Premises, said Car Parking Space, said shares and / or membership in the said society are not subject to any lis-pendens or attachment either before or after judgment or any other impediment of a like nature;
- (f) The Transferors has duly complied with, observed and performed all the rules, regulations and by-laws of the said society and has neither received any notice from the said society for or in relation to any breach of any of the rules, regulations or by-laws of the said society nor are there any actions or proceedings pending against him instituted by the said society or any member of the said society in respect of the said Premises, said Car Parking space, said shares and membership in the said Society including any notice or action for expulsion or termination of his membership of the said society;
- (g) No notice of acquisition or requisition has been received in respect of the said Premises, said Car Parking Space, said shares either from local authorities or from the Government or otherwise;
- (h) There is no action, suit or proceedings against the Transferors

pending before any court of law or before any other tribunal, judicial, quasi-judicial or administrative authority, which might affect the sale and transfer of the said Premises, said Car Parking Space, said shares and membership in the said society hereunder;

- (i) There are no income tax, wealth tax, sales tax, excise or other direct or indirect taxation proceedings whether for recovery or otherwise initiated by any taxation authorities or local authorities pending whereby the said Premises, said Car Parking Space, said shares or any part thereof is in any way affected and/or jeopardized;
- (j) All municipal taxes, land revenue, water charges, etc., payable to the Municipal Corporation of Greater Mumbai ("MCGM"), State or Central Government and Adani Electricity Mumbai Limited and any other concerned authority in respect of the said Premises are paid upto date;
- (k) All compliances in relation to the said Premises, said Car parking Space, said shares and membership in the said society have been complied with under applicable laws and regulations, and there is no reason for them to believe that there is any outstanding claim or liability (crystallized or potential) that may affect the said Premises, said Car Parking Space, said shares and membership in the said Society in terms of its further usage in any manner whatsoever.

The Transferors are aware and hereby confirm that the Transferees have agreed to purchase the said Premises, said Car Parking Space, said shares and membership in the said Society based on the aforesaid representations made by the Transferors herein and the Transferors hereby agree to indemnify and shall keep the Transferees

indemnified from and against any and all claims, expenses, charges, demands, actions and liabilities whatsoever arising due to any misrepresentation on the part of the Transferors herein.

6. The Transferors hereby permits the Transferees or their Advocates to investigate the title in respect of the said Premises, said Car Parking Space, said shares and membership in the said Society. In the event of any claims / objections / requisitions that may be raised in respect of the said Premises, said Car Parking Space, said shares and membership in the said Society, then the same shall be forwarded to the Transferors, who will satisfy the same to the satisfaction of the Transferees or their Advocates.

7. The Transferors hereby confirm, declare and assure that upon completion of the sale, will handover the possession not later than 30 days after receipt of the balance and full consideration, including bank reimbursement/disbursement, then, the Transferees shall be entitled to quietly and peacefully hold, possess, occupy and enjoy the said Premises, said Car Parking Space, said shares and membership in the said Society without any suit, demand, hindrance, denial, interruption or eviction or claim from the Transferors or any other person or body of persons claiming by, through, under or in trust for him and the Transferors herein shall not have any right, title, claim, demand or interest of whatsoever nature in the said Premises, said Car Parking Space, said shares and membership in the said society.

8. The Transferors herein, after receipt of the balance consideration from time to time and at all times whenever called upon by the Transferees, shall do and execute and cause to be done and executed

at the costs of the Transferees all such acts, deeds, matters and things whatsoever for more perfectly assuring the said Premises, said Car Parking Space, said shares and membership in the said society in the manner aforesaid as shall or may be reasonably required by the Transferees.

9. The Transferors, after receipt of the balance consideration, shall further assist in getting Transferees admitted as member of the said Society with the right to use and occupy the said Premises and said Car Parking Space subject to bye-laws, rules and regulations of the said Society and also authorize the Transferees to get transferred said membership in the said society in the name of Transferees

10. It is agreed by and between the parties that the Transferors herein, after receipt of the balance consideration and at the cost of the Transferees, shall sign all necessary deeds, documents, agreements, affidavits, letters, etc. as are required to effect the transfer of ownership rights in respect of the said Premises, said Car Parking Space, said shares and membership in the said Society to the Transferees.

11. The Transferors hereby declares and confirms that the said Premises, said Car Parking Space, said shares and membership in the said Society are free and clear from all claims, charges, disputes and encumbrances of whatsoever nature and that the Transferors shall be liable to pay all maintenance charges and outgoings accrued and due i.e. service charges, monthly maintenance charges, repairing, electricity bills or any other charges in respect of the said Premises and said Car Parking Space till the date of possession of the said

Premises and said Car Parking Space is given to the Transferees and the Transferors shall indemnify and keep indemnified the Transferees of any claim in respect thereof. The Transferees shall pay all charges of the society i.e. service charges, monthly maintenance charges, repairing, electricity bills or any other charges payable in respect of the said Premises and said Car Parking Space to the said Society after the possession thereof is given to the Transferees.

12. The Transferors declare that the Transferors have duly paid and discharged in full all the dues and liabilities in respect of the said Premises and said Car Parking Space including the Municipal outgoings, taxes, rates, maintenance charges, etc. payable to the said Society upto the date of these presents.

13. The Transferees hereby agrees to become member of the said Society and to abide by all Bye-laws, rules and regulations adopted by it or which it may adopt from time to time.

14. It is hereby agreed that the Transferors and the Transferees herein shall fill up and sign all necessary papers and forms under the Maharashtra Co-operative Societies Act, 1960 and Rules made thereunder and they jointly undertake to deliver the same to the said Society.

15. The Transferors states and assures that they are competent to sell, transfer and assign the said premises, said Car Parking Space, said shares and the membership in the said Society and that there is no impediment whatsoever to sell, transfer and assign the said Premises, said Car Parking Space, said shares and the membership

in the said Society to the Transferees.

16. In consideration of the Transferees herein entering into these presents with the Transferors herein and in consideration of the Transferors making declarations and statements in these presents, the Transferors herein do hereby covenant, agree and undertake to save, defend, keep harmless and indemnify and keep indemnified the Transferees of, from and against all former and other estates, titles, charges and encumbrance whatsoever, hereto before made, executed, occasioned or suffered by the Transferors herein or by any other person or persons lawfully or equitably claiming to or by, from, under or in trust for and on behalf of Transferors herein and also against all actions, proceedings, claims, demand and all other costs, charges, expenses and losses that the Transferees may suffer consequent upon any such actions, proceedings, claims or demands or upon any of the above statements found to be false.

17. The transfer charges, if any, payable to the said Society for the transfer of the said Premises, said Car Parking Space, said shares and membership in the said Society to the Transferees shall be borne and paid by the Transferors and Transferees in equal proportion.

18. It is agreed by and between the parties hereto that this Agreement for Sale shall be lodged for registration by the parties hereto and the Transferors herein shall personally attend the office of the Sub-Registrar of Assurances, for admitting the execution hereof.

19. The Transferors have acquired the said premises under Sale Deed dated 23-03-2022 from Developer and the Transferees have acquired the said premises within Three years, hence the present Agreement has been stamped as per Article 5(g-a)(ii) of Schedule I of the Maharashtra Stamp Act, 1958 (as amended) upto the date hereof. The balance stamp duty and registration charges in respect of this Agreement for Sale shall be borne and paid by the Transferees alone.

THE SCHEDULE REFERRED TO ABOVE

(Description of the said premises, said shares and said car parking spaces)

ALL THAT Ten Fully Paid-up Shares of Rs.50/- each bearing Distinctive Nos. 291 to 300 and comprised in Share Certificate No.30 issued by the Society known as "Vishal Sagar Co-operative Society Limited" bearing Registration No. MUM / MHADB / HSG (T.C.) / 82 / 2020 dated 02-11-2020, situated, lying and being at Pant Nagar, Ghatkopar (East), Mumbai – 400 075 together with Residential Premises, admeasuring 59.35 sq. mtrs. and exclusive balcony area 1.27 sq. mtr. aggregating total carpet area 60.62 sq. mtrs. equivalent to 652 sq. ft. (approximately) and 58.55 sq. mtrs. aggregate area as per MCGM/MHADA approved plan being Flat No.1301 situate on the Thirteenth Floor in the Building known as "VISHAL SAGAR" and Society known as "Vishal sagar Co-operative Housing Society Limited", standing on the plot of land bearing C.T.S. No. 5662 (pt) of TPS III Ghatkopar of Village Ghatkopar-Kirol, Taluka Kurla in the Registration District of Mumbai Suburban together with One Car Parking Space. The building is comprised of 16 Upper Floors with lift facility and is constructed in the year 24-12-2021.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first hereinabove mentioned.

SIGNED AND DELIVERED by the)

Within named TransferorS)

(1) MRS. BHARATI DIPAK SARVAIYA)

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(2) MR. KUNAL DIPAK SARVAIYA)

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in the presence of)

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SIGNED AND DELIVERED by the)

Within named TransferEEs)

(1) MRS. MANJULA LAKHAMSHICHHEDA)

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Photograph Left Thumb Impression)



(2) MR. SEVIL LAKHAMSHI CHHEDA)

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in the presence of)

1.

2.

RECEIPT no. 1

RECEIVED by me of and from the)
withinnamed Transferees a sum of (i))
Rs.3,00,000/- (Rupees Three Lakhs Only) vide)
Cheque bearing No. 100044 dated)
07-12-2024 drawn on Abhyudaya Bank, Fort)
Branch, (ii) Rs.13,88,000/- (Rupees Thirteen)
Lakhs Eighty Eight Thousand Only) vide)
Cheque bearing No._____dated _____)
drawn on _____ Bank, _____)
Branch, and (iii) Rs.2,01,000/- (Rupees Two)
Lakhs One Thousand Only) vide Cheque)
bearing No._____dated _____ drawn)
on _____ Bank, _____ Branch,)
thereby aggregating to Rs.18,89,000/-)
(Rupees Eighteen Lakhs Eighty Nine Thousand)
Only) towards part-payment of agreed)
consideration amount, for above mentioned)
said premises and said car parking space.)...
	<u>Rs.18,89,000/-</u>

I SAY RECEIVED

MRS. BHARATI DIPAK SARVAIYA
(TRANSFEROR NO. 1)

WITNESSES:

1. (_____)



2. (—————)



RECEIPT no. 2

RECEIVED by me of and from the)
withinnamed Transferees a sum of (i))
Rs.2,01,000/- (Rupees Two Lakhs One)
Thousand Only) is paid vide Cheque bearing)
No.100046 dated 07-12-2024 drawn on)
Abhyudaya Bank, Fort Branch, (ii))
Rs.16,88,000/- (Rupees Sixteen Lakhs Eighty)
Eight Thousand Only) vide Cheque bearing)
No._____dated _____ drawn on)
_____ Bank, _____ Branch,)
thereby aggregating to Rs.18,89,000/-)
(Rupees Eighteen Lakhs Eighty Nine Thousand)
Only) towards part-payment of agreed)
consideration amount, for above mentioned)...
said premises and said car parking space.	<u>Rs.18,89,000/-</u>

I SAY RECEIVED

MR. KUMAR DIPAK SARVAIYA
(TRANSFEROR NO. 2)

WITNESSES:

1. (_____)

2. (_____)



Dated this ____ day of January, 2025

BETWEEN

MRS. BHARATI DIPAK SARVAIYA
MR. KUNAL DIPAK SARVAIYA,
...Transferors

AND

MRS. MANJULA L. CHHEDA
MR. SEVIL LAKHAMSHI CHHEDA
...Transferees

AGREEMENT FOR SALE

[Flat No.1301, Vishal Sagar CHSL., Pant Nagar,
Ghatkopar (East) , Mumbai – 400 075.]