



AGREEMENT FOR SALE



THIS AGREEMENT FOR SALE is made and entered into at Mumbai on ____ day of _____, 202_____

BETWEEN

(1) MR. ABHAY CHHOGABHAI VYAS aged 62 years **(PAN : AEUPV6652H)** & **(2) MRS. CHETNA ABHAY VYAS** aged 58 years **(PAN : ADSPV7946F)** both adults Indian Inhabitants having address at **Flat No. 303 on 3rd Floor in 'B' Wing** in the Building known as **"MAHAVIR DARSHAN CO-OP. SOC. LTD."** Situated at 191, Parekh Lane, S. V. Road, Kandivali (West), Mumbai - 400 067, 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 and assigns) being the party of the **ONE PART**;

AND

(1) MR. DARSHAN UMESH RATHOD aged 26 years **(PAN : CFKPR7879P)** & **(2) MR. DHARMIK UMESH RATHOD** aged 24 years **(PAN : FLDPR3069H)** both adults Indian Inhabitants having address at Room No. 5, Mohanbhai Chawl, Inamdar Estate, Orlem Tank Road, Valanai Colony, Malad (West), Mumbai - 400064, hereinafter referred to as **"THE TRANSFEREES"** (which expression unless it be repugnant to the context and meaning thereof shall mean and include their respective heirs, executors, administrators and assigns) the party of the **OTHER PART**.

THE TRANSFERORS HAS REPRESENTED TO THE TRANSFEREES THAT :

1. **WHEREAS MR. CHIMANLAL P. VYAS** was the monthly Tenant of **Room No. 9 on First Floor** admeasuring **239.70 sq. ft. Carpet Area** in "**SHANTABAI CHAWL**" situated at 191, Parekh Lane, S. V. Road, Kandivali (West), Mumbai - 400 067, and he was paying Monthly rent of Rs.38/47 hereinafter referred to as the "said Room" for Brevity Sake : on Tenancy Basis.

 2. **AND WHEREAS** by an Agreement dated **6th day of January, 1987** made and entered into **BETWEEN MESSRS. VIKAS CONSTRUCTIONS** thereafter referred to as the party of the "**THE BUILDERS**" being the party of the **ONE PART AND MR. CHIMANLAL P. VYAS** thereafter referred to as "**THE TENANT**" thereafter referred to as the party of the **OTHER PART WHEREBY** the said **MESSRS. VIKAS CONSTRUCTIONS** have provided Permanent Alternate Accommodation on ownership basis and the said **MR. CHIMANLAL P. VYAS** has acquired the right, title and interest in respect of **Flat No. 303 on 3rd Floor in 'B' Wing** in the newly constructed Building Situated at 191, Parekh Lane, S. V. Road, Kandivali (West), Mumbai - 400 067, in lieu of his old tenanted premises being **Room No. 9 on First Floor**, upon the terms and conditions therein contained.
- The above said Agreement dated **6th day of January, 1987** was duly registered with the concerned Sub-Registrar of Assurances under serial No. **BDR /67 /1987 dated 06/01/1987.**
3. **AND WHEREAS "MAHAVIR DARSHAN CO-OP. HSG. SOC. LTD."** is the Society, duly registered under the provisions of the Maharashtra Co-op. Societies Act, 1960 bearing Registration No. **BOM / (W-R) / HSG / TC / 10671/99-2000 YR. 2000 dated 07/01/2000** having its registered office at 191, Parekh Lane, S. V. Road, Kandivali (West), Mumbai - 400 067.

 4. **AND WHEREAS MR. CHIMANLAL P. VYAS** died on **30th May, 1997** and accordingly after completing of other formalities the said Society has transferred all the right title and interest of **Late MR. CHIMANLAL P. VYAS** in respect of the said Flat in favour of **(1) MR. CHHOGALAL PREMANAND VYAS & (2) MR. RAJESH CHHOGALAL VYAS** and the said Society has also allotted 5 (Five) fully paid up shares of Rs.50/- each bearing Serial Nos. **116**

to 120 (Both Inclusive) covered under the **Share Certificate No. 024** to **(1) MR. CHHOGALAL PREMANAND VYAS & (2) MR. RAJESH CHHOGALAL VYAS** on **1st July, 2000** (hereinafter referred to as “**the said SHARES**”).

5. **AND WHEREAS MR. RAJESH CHHOGALAL VYAS** has changed his name to **MR. ABHAY CHHOGABHAI VYAS** and the same has been published in the Maharashtra Government Gazette Part II bearing No. X-9656 on 5th September, 2002 (copy of the said Gazette is annexed herewith as a annexure) and **MR. RAJESH CHHOGALAL VYAS** also give advertisement in local newspaper viz. Free Press Journal and Navshakti on 1st April, 2013.
6. **AND WHEREAS MR. CHHOGALAL PREMANAND VYAS** died intestate on **22nd April, 2006** leaving behind following as his only remaining legal heirs, Successors & Representatives of the said deceased.

Sr. No.	Name of the heirs*legal representative/s	Relation with the deceased Member
1.	MRS. NAYANA PRAVIN TRIVEDI D/o. Late MR. CHHOGALAL PREMANAND VYAS	Married Daughter
2.	MRS. REKHA ARVIND DAVE D/o. Late MR. CHHOGALAL PREMANAND VYAS	Married Daughter
3.	MR. ABHAY CHHOGABHAI VYAS	Son
4.	MRS. RAKSHA RAJENDRA TRIVEDI D/o. Late MR. CHHOGALAL PREMANAND VYAS	Married Daughter

7. **AND WHEREAS** the said Society has transferred 5 (Five) fully paid up shares of Rs.50/- each bearing Serial Nos. **116 to 120** (Both Inclusive) covered under the **Share Certificate No. 024** in favour of **(1) MR. ABHAY CHHOGABHAI VYAS & (2) MRS. CHETNA ABHAY VYAS** on **15th March, 2007** (which is hereinafter referred to as “**the said SHARES**”).
8. **AND WHEREAS Adv. Karan P. Gandhi** has given a Public Notice in two local news papers Business Standard (English language news paper) and Mumbai Lakshdeep (Marathi language news paper) on **2nd September, 2024** for inviting Claims/Objections from public at large in respect of **Flat No. 303 on 3rd Floor in 'B' Wing**, in the Building known as “**MAHAVIR DARSHAN**”

CO-OP. SOC. LTD.” Situated at 191, Parekh Lane, S. V. Road, Kandivali (West), Mumbai - 400 067 by giving 7 (Seven) days clear Notice. And **Adv. Karan P. Gandhi** has given no claim Certificate/letter on **9th September, 2024.**

9. **AND WHEREAS** by an Release Deed dated **9th day of September, 2024** made and entered into **BETWEEN (1) MRS. NAYANA PRAVIN TRIVEDI D/o. Late MR. CHHOGALAL PREMANAND VYAS, (2) MRS. REKHA ARVIND DAVE D/o. Late MR. CHHOGALAL PREMANAND VYAS & (3) MRS. RAKSHA RAJENDRA TRIVEDI D/o. Late MR. CHHOGALAL PREMANAND VYAS** thereafter referred to as **“THE RELEASORS”** being the party of the **ONE PART AND MR. ABHAY CHHOGABHAI VYAS** thereafter referred to as **“THE RELEASEE”** being the party of the **OTHER PART WHEREBY (1) MRS. NAYANA PRAVIN TRIVEDI D/o. Late MR. CHHOGALAL PREMANAND VYAS, (2) MRS. REKHA ARVIND DAVE D/o. Late MR. CHHOGALAL PREMANAND VYAS & (3) MRS. RAKSHA RAJENDRA TRIVEDI D/o. Late MR. CHHOGALAL PREMANAND VYAS** have released / transferred 75% undivided shares, right, title and interest in respect of **Flat No. 303 on 3rd Floor in ‘B’ Wing** in the Building known as **“MAHAVIR DARSHAN CO-OP. HSG. SOC. LTD.”** Situated at 191, Parekh Lane, S. V. Road, Kandivali (West), Mumbai - 400 067 in favour of **MR. ABHAY CHHOGABHAI VYAS.**

The said Release Deed dated **9th day of September, 2024** was duly registered with the concerned Sub-Registrar of Assurances under serial No. **BRL 2 - 15586 - 2024 dated 09/09/2024.**

10. **AND WHEREAS** by an Deed of Gift dated **9th day of September, 2024** made and entered into **BETWEEN MR. ABHAY CHHOGABHAI VYAS** therein referred to as **“THE DONOR”** being the party of the **ONE PART AND MRS. CHETNA ABHAY VYAS** therein referred to as **“THE DONEE”** being the party of the **OTHER PART WHEREBY** the said **MR. ABHAY CHHOGABHAI VYAS** has gifted 50% Undivided shares, right, title, interest in respect of **Flat No. 303 on 3rd Floor in ‘B’ Wing** in the Building known as **“MAHAVIR DARSHAN CO-OP. HSG. SOC. LTD.”** Situated at 191, Parekh Lane, S. V. Road, Kandivali (West),

Mumbai - 400 067 in favour of **MRS. CHETNA ABHAY VYAS** together with all rights, title, interest and benefits mentioned therein.

The said Deed of Gift dated **9th day of September, 2024** was duly registered with the concerned sub-Registrar of Assurances Borivali 2 under serial No. **BRL 2 - 15587 - 2024 dated 09/09/2024.**

11. That by virtue of the above mentioned facts **"THE TRANSFERORS"** became the joint, absolute and exclusive owner fully seized, possessed of and well sufficiently entitled to ownership of **Flat No. 303 on 3rd Floor in 'B' Wing** in the Building known as **"MAHAVIR DARSHAN CO-OP. HSG. SOC. LTD."** Situated at 191, Parekh Lane, S. V. Road, Kandivali (West), Mumbai - 400 067, what is called **"ON OWNERSHIP BASIS"** (which is hereinafter referred to as **"the said FLAT"**).
12. That the Transferors have good right, title authority full and absolute right to sell and dispose off the said Flat and they have truly, faithfully and honestly disclosed all the facts to the Transferees without suppressing or misrepresentation of any facts from the Transferees and their rights in respect of the said Flat and the said Agreement is absolute clear and marketable and free from all encumbrances at law and equity, right, title, interest and/or claim in favour of any third party/parties whomsoever in respect of said Flat which affects the right of the Transferees and have not received or agreed to receive any consideration from any third party whomsoever either in cash or in kind nor created or agreed to create any third party rights and/or inducted or agreed to induct any third party claim, use and/or possession of the said Flat.

Upon the strength of the aforesaid representations made by THE TRANSFERORS to THE TRANSFEREES and THE TRANSFEREES believing the same to be true and correct, honest and bonafide the parties hereto entered into an oral negotiation and pursuant thereto **THE TRANSFERORS** herein have agreed to sell to **THE TRANSFEREES** and **THE TRANSFEREES** have agreed to purchase and acquire from the said **TRANSFERORS** the said **Flat No. 303 on 3rd Floor in 'B' Wing** in the building Known as **"MAHAVIR DARSHAN CO-OP. HSG. SOC. LTD."** situated at 191, Parekh Lane, S. V. Road, Kandivali (West), Mumbai - 400 067, with all rights, title and interest therein and with clear and marketable

title, free from all encumbrances for the lump sum price or consideration amount of **Rs.75,00,000/- (Rupees Seventy Five Lakhs Only)** subject to **THE TRANSFERORS** putting **THE TRANSFEREES** in vacant & peaceful physical possession and getting the names of **THE TRANSFEREES** recorded in the records of the Society to which **THE TRANSFERORS** has agreed to do so and upon certain other terms and conditions hereinafter appearing mutually agreed by and between the parties to these presents.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. The Transferors have agreed to sell, transfer and assign to the Transferees and the Transferees have agreed to purchase and acquire the said **Flat No. 303 on 3rd Floor in 'B' Wing**, in the building known as "**MAHAVIR DARSHAN CO-OP. HSG. SOC. LTD.**" situated at 191, Parekh Lane, S. V. Road, Kandivali (West), Mumbai - 400 067 together with all rights, title, interest, benefits along with 5 (Five) fully Paid Up shares of Rs.50/- each bearing Distinctive No. **116 to 120** (both Inclusive) covered under **Share Certificate No. 024** at total price or consideration amount of **Rs.75,00,000/- (Rupees Seventy Five Lakhs Only)**.
2. The total consideration amount of **Rs.75,00,000/- (Rupees Seventy Five Lakhs Only)** is being transferred to the Transferors in the following manner :
 - A) The Transferors doth hereby admits and acknowledges to have received from the Transferees the sum of **Rs._____/- (Rupees _____ Only)** on or before execution of this Agreement being the Initial/Part consideration amount for the sale of the said Flat, as per the particulars mentioned in the receipt appearing hereunder.
 - B) The Transferees agree and undertake to pay a sum of **Rs.75,000/- (Rupees Seventy Five Thousand Only)** directly to the Income Tax Authorities by way of 1% T.D.S. u/s 194IA of the Indian Income Tax Act, 1961 from the above said total consideration and TDS paid challan / Certificate shall be handed over to the Transferors before the completion of this sale transaction.
 - C) The Transferees further agree and undertake to pay a sum of **Rs._____/- (Rupees _____)**

Only) shall be paid within _____ working days from the date of Registration of this Agreement for sale by availing a loan from any bank or financial Institution and/or from own contribution, against vacant, peaceful and physical possession of the said Flat.

Time is an essence of this contract. Simultaneously, Prompt Possession against full Consideration shall be inevitable condition of this Agreement.

3. The Transferors hereby states that he has obtained the necessary permission i.e. No Objection from the said Society for the sale of the said Flat to the Transferees vide Society's Letter dated / /202 .
4. The Transferors shall handover to the Transferees the vacant and peaceful possession of the said Flat along with all original papers documents including Agreement for Sale, Release Deed, Gift Deed and Original Share Certificate pertaining to the said Flat on receipt of full & final payment.
5. The Transferors agree and undertake to get the aforesaid Flat transferred in the records of the said Society and transfer charges will be borne and paid by **THE TRANSFERORS AND THE TRANSFEREES IN EQUAL RATIO.**
6. The Transferors hereby declares that there is no prohibitory order by any Government and/or Authority, which may prohibit the Transferors from transferring the said Flat. The Transferors further declares that no attachment has been levied on the said Flat.
7. The Transferors hereby agree and undertake to indemnify and keep indemnified the Transferees and their heirs, executors, administrators successors or assign in the event they suffer any loss or damage due to any demands or claim by way of tenancy, sub tenancy, license, lease, mortgage, charge inheritance, sale, exchange, possession lien gift trust or otherwise howsoever being brought forward at any time in future by any third party or due to the wrong representation of the Transferors to the Transferees or any other person claiming through him. The Transferors further hereby declares that there is no charge, claim or lien on the said Flat and that the said Flat hereby agreed to be sold is free from all claims, charge, lien, mortgage and encumbrances and should there be any claim from any person or persons against the said Flat, then in such an event the

Transferors hereby agree and undertake to indemnify the Transferees against such claims.

8. The Transferees are entitled to become the members of the said Society by the purchase of the said Flat as per Bye-laws of Co-op. Housing Society.
9. The Transferors agree and undertake to sign and execute all Acts and Deeds including Affidavits, Indemnity Bond, Declarations, Undertaking etc. in favour of the Transferees and shall co-operate the Transferees to transfer & record their names in the records of the Society, as may be required under the Maharashtra Co-op. Societies Act, 1960 and as per the Bye-laws of the Society for the effectual transfer of the said Flat with all the deposits and meters in respect of the said Flat to the names of and in favour of the Transferees.
10. The Transferors also agree and undertake to execute all documents Letters, N.O.C., Affidavits, Indemnity Bonds, Declarations, Undertaking, etc. and shall co-operate the Transferees for transfer of Electric Meter, Gas Connection etc. pertaining to the said Flat in favour of the Transferees.
11. The Transferors covenant to the Transferees that they have paid necessary Stamp Duty and Registration fees on earlier Agreement for Sale dated **6th day of January, 1987** and Release Deed dated **9th day of September, 2024** as per the Article/ Rules under the Bombay Stamp Act, 1956 and should there be any claim or demand by the concerned Authority in respect of the deficit Stamp Duty or Registration Fees then in such an event the Transferors shall indemnify and keep harmless the Transferees in respect of such claim.
12. The Transferees also agrees to pay the necessary Stamp Duty and Registration fees as leviable by the concerned Government Authority on this Agreement for Sale. And the Transferors shall co-operate with the Transferees for the required processes of the same.
13. The Transferors has agreed to pay the Society's dues, arrears and outgoings like Maintenance, Municipal Taxes, Water charges, Electricity charges, funds etc. & all other previous liabilities pertaining to the said Flat till the date of possession of the said Flat and thereafter such charges will be paid by the Transferees only and both the parties keep indemnified each other in this respect.

- 14.** That there are no pending litigations in any court or Tribunal or attachment issued by any court or tribunal or any legal proceedings initiated in respect of the Flat or any part thereof by any person or persons, the Government or anybody or authority or the said Society or any accountant whatsoever.
- 15.** That no notice or intimation of attachment has been issued attaching or causing to be attached the said Flat or any part thereof by Income Tax, Sales Tax or any other Department or any Government or Semi-Government or local bodies or authorities for arrears of taxes, cesses, levies or duty payable by the Transferors and/or any of the predecessors in title of the Transferors.
- 16.** That the said Flat is not affected by any Lis pendens or insolvency proceedings or any prohibitory orders from any Authority restraining the Transferors from dealing with or disposing of or parting with possession of the said Flat or any part thereof.
- 17.** All the amounts standing to the credit of the Transferors on this in the books of the Society towards deposits such as Authorized share capital, subscribed share Capital, Security Deposits, Sinking fund with interest, dividend on subscribed capital, and other amounts to which Transferors is legitimately authorized shall be transferred to the Transferees for the said Flat mentioned above on making full payment.
- 18.** The Transferees hereby covenant with the Transferors as Follows :-
 - a)** That the Transferees from the date they are in possession of the said Flat shall regularly pay to the said Society and all the concerned authorities the monthly outgoings and all the dues payable in respect of the said Flat.
 - b)** The Transferees shall observe, perform and abide by the Bye-laws rules and regulation of the said Society from time to time in force.
- 19.** The Transferors hereby declares that from the date of the receipt of the full and final consideration amount neither they, themselves nor any of their legal heirs, successors or their representatives etc. shall have or claim to have any right, title, interest and/or claim of whatsoever nature in the said Flat.

20. On payment of the full and final consideration amount as specified above, The Transferees shall be entitled to have and quietly and peacefully hold, possess, occupy and enjoy the said Flat for and unto the use and benefit of the Transferees, their heirs, executors, administrators and nominees forever and without any let, hindrance, denial, eviction, claim, charge, interest, demand or lien of the Transferors or any person or persons lawfully or equitable claiming through, under or in trust for the Transferors.
21. The Transferors has complied with all rules and regulations of the said Society and that he has done nothing by which he could be disentitled to make this sale.
22. All disputes or differences that may arise in connection with this Agreement for Sale shall be referred to the Arbitration and any sole Arbitrator as mutually decided by both the parties shall adjudicate the disputes and differences between the parties under the Provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The Award of the sole Arbitrator shall be final and binding on both the parties. The fees of the Arbitrator and expenses of Arbitration if any, shall be borne equally by both the parties.
23. This Agreement has been executed in Mumbai, the payments made in Mumbai and the said Flat is situated in Mumbai, in case of any disputes arising between the parties, such dispute should be resolved within Jurisdiction of Mumbai.

SCHEDULE OF THE PROPERTY

Flat No. 303 on 3rd Floor in 'B' Wing admeasuring 326.38 sq. ft. Carpet Area, in the Building known as "**MAHAVIR DARSHAN CO-OP. HSG. SOC. LTD.**" Situated at 191, Parekh Lane, S. V. Road, Kandivali (West), Mumbai - 400 067 and constructed on all that piece or parcel of land situated, lying and being at **C.T.S. Nos. 79A, 79A/1 to 8 of Village : Malad (North), Taluka : Borivali** in the Registration District and Sub-District of Mumbai City and Mumbai Suburban District.

The Building "**MAHAVIR DARSHAN CO-OP. HSG. SOC. LTD.**" was constructed in the year **1987** comprising of Ground /Stilt **4 (Four)** upper floors without lift facility.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day of month & year first herein above written.

SIGNED, SEALED & DELIVERED by the)
within named **"THE TRANSFERORS"**)
(1) MR. ABHAY CHHOGABHAI VYAS)
(2) MRS. CHETNA ABHAY VYAS)

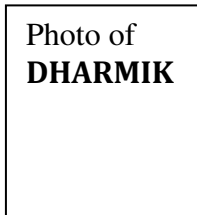
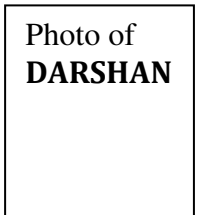
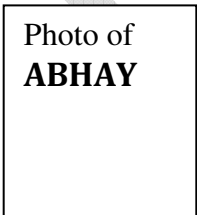
In the presence of)

.....)

SIGNED, SEALED & DELIVERED by the)
within named **"THE TRANSFEREES"**)
(1) MR. DARSHAN UMESH RATHOD)
(2) MR. DHARMIK UMESH RATHOD)

In the presence of)

.....)



Photos of Transferors

Photos of Transferees

(Left thumb impression)

(Left thumb impressions)

RECEIPT

RECEIVED with thanks the sum of Rs. _____/- (**Rupees** _____ **Only**) from **(1) MR. DARSHAN UMESH RATHOD & (2) MR. DHARMIK UMESH RATHOD** being the Initial / Part Payment against the sale of **Flat No. 303 on 3rd Floor in 'B' Wing** in the building known as "**MAHAVIR DARSHAN CO-OP. HSG. SOC. LTD.**" situated at 191, Parekh Lane, S. V. Road, Kandivali (West), Mumbai - 400 067, as per the terms of our Agreement for Sale being executed between us on / /202 , as per the following details :

DATE	AMOUNT	Through CHQ/ NEFT / RTGS	DRAWN ON
TOTAL	Rs. /- (Rupees		Only)

WE SAY RECEIVED,

(MR. ABHAY CHHOGABHAI VYAS)

(MRS. CHETNA ABHAY VYAS)

DATE: / /202

PLACE : MUMBAI

Witness :-

1. Name :

Signature :

2. Name :

Signature :

THIS ____ DAY OF _____, 202

BETWEEN

(1) MR. ABHAY CHHOGABHAI VYAS

(2) MRS. CHETNA ABHAY VYAS

“THE TRANSFERORS”

AND

(1) MR. DARSHAN UMESH RATHOD

(2) MR. DHARMIK UMESH RATHOD

“THE TRANSFEREES”

AGREEMENT FOR SALE

IN RESPECT OF

Flat No. 303 on 3rd Floor in ‘B’ Wing

“MAHAVIR DARSHAN CO-OP. HSG. SOC. LTD.”

191, Parekh Lane, S. V. Road,

Kandivali (West), Mumbai - 400 067.

MR. PHALGUN C. GANDHI

(B. Com. L.L.B.)

(STAMP DUTY & REGISTRATION CONSULTANT)

“ASHIANA BUILDING”

Office No. 102 on 1st Floor,

Shantilal Mody Road,

Kandivali (West) Mumbai - 400 067.

DOCUMENT REQUIRED FOR REGISTRATION of AGREEMENT FOR SALE :

From seller :

- * Latest Electric Bill & Maintenance Bill of property
- * 1 passport size photo of Sellers.

From Society :

- * Society N.O.C. original on society's letter head with round seal of society (as per draft given below)
- * Copy of BMC Assessment Bill

From Buyer/Purchaser

- * 1 passport size photo all the Buyers
- * 2 witness with copy Aadhar card

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