

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and executed at Mumbai on this ____ day of MARCH in the Christian Year Two Thousand Twenty-four (2024) by and between

MR. SUNDER DOWLATRAM RELWANI, Age ____ Years, PAN NO. _____, AADHAR NO. _____, residing at D-90-91, Pavan Path, Hanuman Nagar, Vaishali Nagar, Jaipur 302201, hereinafter referred to as “the Vendor” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his respective legal heirs, executors and administrators) of the ONE PART;

AND

MR. JAGDISH NANDLAL MURPANA, Age 68 Years, PAN NO. AACPM1923G, AADHAR NO. 4065 8387 2785, residing at Flat No. 701, 7TH Floor, Vednanad Apartment, Final Plot No. 361 to 363, TPS III Bandra, 21st Road, Bandra West, Mumbai 400050, hereinafter referred to as “the Purchaser” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his respective legal heirs, executors, administrators and assigns) of the OTHER PART.

WHEREAS:

- a. Vide Articles of Agreement dt. 12th march 1988, between Reshma Construction therein referred as the Builder and Dowlatram N Relwani therein referred as the Buyer, the Builder sold to the Buyer Flat no. 401, 4th Floor, Village Danda, Sherly Rajan, Bandra West, Mumbai 400050 on terms and condition recorded more particularly therein.
- b. Late Shri Dowlatram Relwani expired on 6th September 1993 and Smt. Kamla Relwani died on 30th October 2008.
- c. Release deed dated 2nd May 2019, regisitered bearing No. BDR18-4887-2019, Mr. Hira Dowlatram Relwani and Mr. Naval Dowlatram

Relwani therein referred as the Releasors and Mr. Sunder Dowlatram Relwani therein referred as the Releasee, the Releasors released their respective shares in favour of the Releasee in Flat No. 401, 4th Floor, Benston A Co-operative Housing Society ltd., Sherly Rajan, off Carter Road, Bandra West, Mumbai 400050, admesuring 910 Sq. Ft. Builtup area, CTS No. 1488, 1490, 1498, Village Bandra ____, Taluka Andheri holding five shares of Rs. 50/- each bearing distinctive No. 46 to 50 both inclusive entered in share certificate No. 10 (herein after refered and called the "Said Flat") more particularly described in the Schedule written hereunder, free from any encumbrances, on ownership basis.

- d. The Purchaser have approached to the Vendor and requested the Vendor to sale, assign and transfer their rights, title and interest in the said shares and said flat and the Vendor have agreed to Sale assign and transfer his rights, title and interest in the said Shares and said of incidental thereof for a lump sum price or consideration of a sum of Rs. _____ free from all encumbrance on the terms and conditions mentioned herein.
- e. The parties hereto are desirous of recording the terms and conditions in writing as under.

NOW THEREFORE THIS AGREEMENT FOR SALE WITNESSETH AND IT IS HEREBY AGREED MUTUALLY BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. The Vendor hereby agreed with the Purchaser to transfer, convey and assign all the right , title and interest in Flat No. 401, 4th Floor, Benston A Co-operative Housing Society ltd., Sherly Rajan, off Carter Road, Bandra West, Mumbai 400050, admesuring 910 Sq. Ft. Builtup area, CTS No. 1488, 1490, 1498, Village Bandra ____, Taluka Andheri

holding five shares of Rs. 50/- each bearing distinctive No. 46 to 50 both inclusive entered in share certificate No. 10 (as more particularly described in the Schedule hereunder Written) and all the rights and benefits acquired by the Vendor in the said Flat on receipt of the total consideration as mentioned in clause 2 below.

2. The Vendor hereto agree to the manner of payment of the total amount of consideration of Rs. _____ by the Purchaser to the Vendor equally in the following manner: -

- i. Rs. _____ Paid before execution and registration of Agreement for Sale
- ii. Rs. _____ 1 % TDS by the Purchaser to the Vendor
- iii. Balance sum of Rs. _____ shall be paid to the Vendor within 15 Working days from the date of the registration of the present Agreement for Sale by availing Home loan.

3. It is hereby further agreed by and between the parties hereto that the Vendor hereby grant, assign, transfer and assure all rights, title, interest of the said Flat in favor of the Purchaser. The Vendor on receipt of entire consideration shall handover the peaceful and vacant physical possession of the Said Flat to the Purchaser. The Vendor shall bear their own capital gain and the Purchaser is not responsible for same.

4. The Vendor agree and confirm that their heirs, executors and administrators have no lien, interest, charge, demand or claim of whatsoever nature on said flat.

5. The Vendor hereby agree and undertake that on receipt of full and final consideration they shall not claim any right, title, share, use,

occupation, enjoyment, possession or any other interest whatsoever in or over the said Flat and said Shares.

6. The Vendor hereby agree to pay all the dues, BMC Tax, Society charges, Electricity bills, Mahanagar Gas bills, MTNL bills and statutory dues, if any, till physical handover of vacant possession of the said Flat is handed over by the Vendor to the Purchaser against the full consideration paid by the Purchaser to the Vendor . The Vendor further hereby say and declares that the Purchaser shall not be liable for making payment of any dues and charges in respect of the said Flat prior to handing over of vacant possession of the Flat.

7. The Vendor hereby say and declares that they have not done or performed any act, deed, loan, any other mortgage, deal, matter or thing whatsoever whereby the Vendor may be prevented from entering into this Agreement for Sale or whereby the Purchaser hereto may be obstructed, prevented or hindered in enjoying the rights to be conferred, transferred and assigned in her favour by the Vendor or by any person claiming through or under the Vendor or whereby the quiet and peaceful enjoyment or possession of the Purchaser in respect of the said Flat may be disturbed.

8. The Vendor hereby further say and declares, undertake and covenant with the Purchaser that the said Flat hereby sold by the Vendor is free from any encumbrances of any nature whatsoever and the Vendor has the full and absolute right and power to transfer the said Flat to the Purchaser and no other person / persons are entitled to transfer the same or any part thereof in any manner whatsoever. The Vendor hereby agree and undertake to remove all such objections, or demand if any, as and when found out at her own cost subject to such claims are in respect of said flat and said shares held by Vendor . The Vendor hereby further

declares that they have not been prevented or restrained under any law from transferring the said Flat.

9. The Vendor hereby further say and declares that there are no pending dispute and claim in respect of the said Flat and that the same is not a subject matter or claim in any Court of Law and that there are no unpaid liabilities under any tax laws, so far as the said Flat are concerned.

10. The Vendor hereby further say and declares that the Vendor are absolute Owners of the said Shares and the said Flat and no other person or persons has or have any right, title, interest, claim or demand of any nature whatsoever up to or upon the said Flat, either by way of sale, mortgage, charge, lien, gift, trust, lease, easement or otherwise, howsoever and has good title, full rights, power and absolute authority to sell and transfer the same to the Purchaser .

11. The Vendor hereby further say and declares that they have not given any undertaking to the Taxation Authorities so as not to deal with or dispose off right in the said Flat and also there are no insolvency proceedings pending or contemplated against the Vendor and also the said Flat is not subject to any charge, encumbrance, liability, litigation, adverse claim or lis-pendens and prior to the execution hereof the Vendor has not entered into any Agreement for Sale, Lease, Tenancy, mortgage or otherwise in respect of the said Flat.

12. The Vendor hereby further say and declares that No minors are interested in the said Flat and neither the Vendor nor anyone on their behalf has entered into any commitment or arrangement or understanding of any nature with any other person or party creating any right, interest or encumbrance of any nature in respect of the said Flat, and/or any part thereof including executing an agreement for sale and/or power of attorney

authorizing anybody to sell the said Flat, or received any token, deposit, earnest money or advance money or any other consideration from any person/s.

13. The Vendor hereby further say and declare that no notice from any other public body or Authority or any notice under any law including the Town Planning Act, the Municipal Corporation Act, or any other statute has been received or served upon the Vendor herein in respect of the said Flat which would prevent the Vendor from selling, transferring and conveying all their right, title and interest in the said Flat to the Purchaser herein.

14. The Vendor hereby further say and declare that no notice has been issued for acquisition or requisition of the said Flat or any part thereof and further that there is no outstanding notice either for repairs to the said society or requiring any other thing to be complied with under the municipal or any other statute.

15. The Vendor hereby further say and declares that no suits, proceedings or arbitrations under any law for the time being in force, were initiated and/or are pending before any person, court, authority or tribunal in which an award, order or decree is passed or is likely to be passed which may result in the attachment and/or sale of the said Flat and/or any part thereof nor does the Vendor has any reasonable apprehension of any event or circumstances likely to give rise to or result in such Suit, proceeding or Arbitration. No party has made any claim or demand, of any nature whatsoever in, to, upon or in respect of the said Flat or any part thereof.

16. The Vendor hereby agree to indemnify and keep the Purchaser indemnified, saved defended and harmless against all claims, demands,

actions, proceedings, costs, charges and expenses that the Purchaser may suffer or incur on account of any claim or demand made or raised by any person or persons claiming under or through the Vendor in respect of the said Flat in relation to the period prior to the execution hereof.

17. It is hereby agreed by and between the parties hereto, the Vendor do and execute or cause to be done or executed all such acts, deeds, documents and things whatsoever shall require for obtain loan and transfer of the Flat from the Vendor to the Purchaser.

18. It is hereby agreed between the Parties hereto that any incidence of Stamp duty under The Bombay Stamp Act, 1958 and registration fees in respect of this Agreement for Sale shall be borne by the Purchaser only.

19. The Vendor hereby agree, declare and confirm that this Agreement for Sale is irrevocable and binding on parties hereto and their respective heirs, executors and administrators after Vendor receipt entire consideration amount from the Purchasers.

20. The Vendor shall sign and execute all such deeds, documents, transfer forms, application and other forms as required for more perfectly securing the interest of the Purchaser in the said Flat.

21. It is hereby agreed between both the Parties that the Transfer fees, Transfer premium or any other amount by whatever name called payable to the said Society for transfer of the said Flat and share certificate from the name of the Vendor herein to the name of the Purchaser shall be borne equally. The Vendor hereby agree to comply with the formalities and submit all the requisite forms as may be required to transfer the said Flat in the name of the Purchaser.

SCHEDULE OF THE FLAT

Flat No. 401, 4th Floor, Benston A Co-operative Housing Society Ltd., Sherly Rajan, off Carter Road, Bandra West, Mumbai 400050, admeasuring 910 Sq. Ft. Builtup area, CTS No. 1488, 1490, 1498, Village Bandra ____, Taluka Andheri holding five shares of Rs. 50/- each bearing distinctive No. 46 to 50 both inclusive entered in share certificate No. 10 within the registration District & Sub-district of Mumbai Suburban.

IN WITNESS WHEREOF the parties herein have hereunto set and subscribed their respective hands at Mumbai on the day and year hereinabove written.

SIGNED AND DELIVERED by within named the Vendor)

SIGNATURE OF MR. SUNDER DOWLATRAM RELWANI	LEFT THUMB IMPRESSION	PHOTO
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in the presence of)

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2

SIGNED AND DELIVERED)
by the within named the Purchaser)

SIGNATURE OF JAGDISH NANDLAL MURPANA	LEFT THUMB IMPRESSION	PHOTO
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in the presence of)

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FROM:
MR. SUNDER DOWLATRAM RELWANI

To,
MR. JAGDISH NANDLAL MURPANA

Sir,

Sub: Handing over possession and keys

That by and under registered Agreement for Sale, I have sold all rights, title and interest in Flat No. 401, 4th Floor, Benston A Co-operative Housing Society Ltd., Sherly Rajan, off Carter Road, Bandra West, Mumbai 400050 and I have received the full payment from you towards the sale, transfer and assignment of the said Flat.

Since I have received the full payment from you, I hereby hand over to you the possession, keys and Original documents of Flat No. 401.

I further say that from today, I relinquish all my rights, title, interest and claim to the said Flat handover the possession of the said Flat to you free from all encumbrances and you are at liberty to deal with the said Flat in any manner whatsoever.

Yours faithfully,

MR. SUNDER DOWLATRAM RELWANI

FROM:
MR. SUNDER DOWLATRAM RELWANI,

Date: /3/2025

To,
Hon. Secretary,
Benston A Co-operative Housing Society Ltd.,
Sherly Rajan, off Carter Road,
Bandra West, Mumbai 400 050

Sir,

Please find enclosed the following documents for transfer of membership in favour of MR. JAGDISH NANDLAL MURPANA in Society records of Flat No. 401, 4th Floor, Plot No. 42, Benston A Co-operative Housing Society Ltd., Sherly Rajan, off Carter Road, Bandra West, Mumbai 400 050.

- 1) Form of Resignation
- 2) Form No. 20(1)
- 3) Form no. 20(2)
- 4) Form no. 21
- 5) Form no. 23
- 6) Form no. 3
- 7) Copy of Agreement For Sale

Thanking you,

MR. SUNDER DOWLATRAM RELWANI,

FROM:
MR. SUNDER DOWLATRAM RELWANI,

To,
Manager,
ADANI/TATA Power
Mumbai

Sub: Transfer of Electric bill Consumer No. _____

Sir,

That by and under registered Agreement for Sale, I have sold all rights, title and interest in Flat No. 401, 4th Floor, Benston A Co-operative Housing Society Ltd., Sherly Rajan, off Carter Road, Bandra West, Mumbai 400 050 to MR. JAGDISH NANDLAL MURPANA.

I therefore request you to transfer Deposit of Electric meter and Bill in favour of MR. JAGDISH NANDLAL MURPANA.

Yours faithfully,

MR. SUNDER DOWLATRAM RELWANI

FROM:
MR. SUNDER DOWLATRAM RELWANI

To,
Manager,
MAHANAGAR GAS,
Mumbai

Sub: Transfer of Gas bill and Meter A/c No.

Sir,

That by and under registered Agreement for Sale, I have sold all rights, title and interest in Flat No. 401, 4th Floor, Benston A Co-operative Housing Society Ltd., Sherly Rajan, off Carter Road, Bandra West, Mumbai 400 050 to MR. JAGDISH NANDLAL MURPANA.

I therefore request you to transfer Deposit of Gas meter and Bill in favour of MR. JAGDISH NANDLAL MURPANA.

Yours faithfully,

MR. SUNDER DOWLATRAM RELWANI

Form 20(1)
(Under the Bye-law No. 38 (a))

A form of Notice of intention of a member to transfer their shares and
interest in the capital/property of the society

To,
Hon. Secretary,
Benston A Co-operative Housing Society Ltd.,
Sherly Rajan, off Carter Road,
Bandra West, Mumbai 400 050

Sir,

I Mr. Sunder Dowlatram Relwani member of Benston A Co-operative
Housing Society Ltd., Sherly Rajan, off Carter Road, Bandra West, Mumbai
400 050 and holding Five fully paid up shares of Rs. 50/- (Rupees Fifty
only) each, Share certificate bearing No. 10 distinctive numbers from 46 to
50 (both inclusive) and holding Flat No. 401, 4th Floor in the Building of
society known as Benston A and hereby give you notice as required under
Rule 24 of the Maharashtra Co-operative Societies Rules, 1961 as under.

I Mr. Sunder Dowlatram Relwani intend to transfer my shares and our
ownership right, title and interest in the flat/tenement in the building of
the society and our interest in the capital of the society to MR. JAGDISH
NANDLAL MURPANA for a consideration of Rs. _____/-

The Consent of the Transferee is enclosed.

Place :Mumbai

Yours faithfully,

Date : /3/2025

Mr. Sunder Dowlatram Relwani
(Transferor)

Encl: 1) Consent letter from the transferor

Form 20(2)
(Under the Bye-law No. 38 (a))

A form of letter of consent to the Proposed Transferee for the transfer of the
shares and interest of the member (transferor) to him (Transferee)

To,
Hon. Secretary,
Benston A Co-operative Housing Society Ltd.,
Sherly Rajan, off Carter Road,
Bandra West, Mumbai 400 050

Sir,

Mr. Sunder Dowlatram Relwani and is the members of Benston A Co-operative Housing Society Ltd. , proposes to transfer their shares and interest in the capital/property of the society to me. I hereby give my consent for the transfer of shares and interest of Mr. Sunder Dowlatram Relwani and Mrs. Ushma Jayesh Shah in the property of the society to me as required under Rule 24 (1)(b) of the Maharashtra Co-operative Societies Act, 1961.

My Name and Address is as under.

MR. JAGDISH NANDLAL MURPANA
Flat No. 701, 7TH Floor, Vednanad Apartment,
Final Plot No. 361 to 363, TPS III Bandra,
21st Road, Bandra West, Mumbai 400050

Place: Mumbai

Date: /3/2025

Yours faithfully,

MR. JAGDISH NANDLAL MURPANA
Transferee

FORM NO.21
COMMON

[Under The Bye- Law No.38(E)(I)]

Form Of Application For Transfer Of Shares And Interest In The
Capital / Property Of The Society By The Transferor

To,
Hon. Secretary,
Benston A Co-operative Housing Society Ltd.,
Sherly Rajan, off Carter Road,
Bandra West, Mumbai 400 050

Sir,

1. I Mr. Sunder Dowlatram Relwani member of Benston A Co-operative Housing Society Ltd., Sherly Rajan, off Carter Road, Bandra West, Mumbai 400 050 and holding Five fully paid up shares of Rs. 50/- (Rupees Fifty only) each, Share certificate bearing No. 10 distinctive numbers from 46 to 50 (both inclusive) and holding Flat No. 401, 4th Floor, in the Building of society known as Benston A.

2. I had given you notice of my intention to transfer the said shares and my interest in the property of the society as required under rule 24(1) (b) of the Maharashtra Co-operative societies Rules, 1961 alongwith the consent of the proposed transferee MR. JAGDISH NANDLAL MURPANA.

3. I enclose herewith the application in the prescribed form for membership of the said society by the said proposed transferee.

4. I remit herewith the transfer fee of Rs.500/- (Rupees Five Hundred Only).

5. I states that the said shares and the interest in the property of the said society have been held by me for a period of not less than a year.

6. I further state that the liabilities due to the said Society by me, as on the date of this application have been fully paid by us. We also undertake to pay the liabilities which may become due till the transfer application is approved by the society.

7. I hereby undertake to discharge any liabilities to the said society which related to the period of my membership with said society and have become payable by us after cessation of my membership of the said society due to any demand made by the

local authority, government or by any other authority on any account, after cessation of my membership.

8. I propose to transfer the said shares and our interest in the property of the said society on the following grounds:

(i) Agreement for Sale

9. I request you to approve the proposed transfer and inform us accordingly.

Place :Mumbai

Yours faithfully,

Date : /3/2025

Mr. Sunder Dowlatram Relwani
(Transferor)

Form No. - 23

COMMON

(Under the bye-law No. 38(e)(ii))

Form of application for Membership of the Society by the Proposed Transferee

To,
Hon. Secretary,
Benston A Co-operative Housing Society Ltd.,
Sherly Rajan, off Carter Road,
Bandra West, Mumbai 400 050

Sir,

1. I MR. JAGDISH NANDLAL MURPANA intend to become a member of Benston A Co-operative Housing Society Ltd., Sherly Rajan, off Carter Road, Bandra West, Mumbai – 400 050, holding five fully paid up shares of Rs. 50/- (Rupees Fifty only) each, Share certificate bearing No. 10 holding distinctive numbers from 46 to 50 (both inclusive) and holding Flat No. 401, 4th Floor, in the Building of society known as Benston A held by Mr. Sunder Dowlatram Relwani to my name.

2. I had given my consent to the proposed transfer of the said shares and the interest of the said transferor in the capital / property of the said society

3. I now make this application for membership of the said society and for transfer of the said shares and the interest of the said transferor in the capital / property of the said society to my name

4. The particular for the purpose of consideration of my application for membership of the Benston A Co-operative Housing Society Ltd., are given below:

Age : 68 Years

Occ: Business

Add: Flat No. 701, 7TH Floor, Vednanad Apartment, Final Plot No. 361 to 363, TPS III Bandra, 21st Road, Bandra West, Mumbai 400050

5. I remit herewith the entrance fee of Rs.100/- (Rupees One Hundred Only).

6. I declare that there is no plot/ flat / house owned by me/ any of the members of my family / the person dependent on me, in the area of operation of the society.

OR

I give below the particular of the plot / flat / house owned by us/ any of the members of my family / person dependent on me, in the area of operation of the society:

Sr. No.	Name of Person	particular of the plot	Location of	Reason as to
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1.	2.	3.	4.	5.
		/flat/house owned By me/the person Dependent on me, Area of operation Of the society	the plot/flat/ house	why it is necessary to have a flat in this society
Not Applicable				

7. I undertake to use the flat, proposed to be transferred to me, for the purpose mentioned in the letter that will be issued to me by the said society, under bye-law No.76(a) of the bye- laws of the said society and that no change of the user of the said flat will be made by us without the prior approval of the society in writing . The undertaking to that effect in the prescribed form One Hundred Rupees stamp paper is enclosed herewith

8. I undertake to discharge all the liabilities to the society, which may become due from the date of our admission to the membership of the society.I enclose herewith the undertaking in the prescribed form from the person, on whom I am dependent, to the effect that I will discharge all the liabilities of the society. (One Hundred Rupees Stamp Paper)

9. I have gone through the bye- laws of the society and undertake to abide by the same and any modification that the Registering Authority may make in them.

10. I request you to please admit me as a member of the said society and transfer the shares and the interest of the transferor in the capital/ property of the said society to my name.

Place: Mumbai

Date: /3/2025

Yours faithfully,

MR. JAGDISH NANDLAL MURPANA
Transferee

APPENDIX-13

{Under the Bye-law No. 27(a)}

Form of Notice of Resignation of Membership of the Society by a member

To,
Hon. Secretary,
Benston A Co-operative Housing Society Ltd.,
Sherly Rajan, off Carter Road,
Bandra West, Mumbai 400 050

I Mr. Sunder Dowlatram Relwani member of Benston A Co-operative Housing Society Ltd., Sherly Rajan, off Carter Road, Bandra West, Mumbai – 400 050, holding Five (5) fully paid up shares of Rs. 50/- (Rupees Fifty only) each, Share certificate bearing No. 10 distinctive numbers from 46 to 50 (both inclusive) and holding Flat No. 401, 4th Floor, in the Building of society known as Benston A.

I desire to withdraw from the Society and therefore give you a notice of three months of our intention to resign from membership of the society, as required under the Bye-law No. 27(a) of the bye-law of the society.

I hereby state that we are prepared to discharge in full the amount of liability to the society as per the records of the Society, before my resignation is consideration by the Managing Committee of the society.

I request you to please pay the value of the shares referred to above and the value of our interest in the flat due to me remained after deducting the amount payable to the society and outstanding against me.

Place :Mumbai

Yours faithfully,

Date : /3/2025

Mr. Sunder Dowlatram Relwani
(Transferor)

Form No. - 3

[Under the bye-law No. 19(a)(iv)]

The Form of undertaking to be furnished by the prospective member to use the Flat for the purpose for which it is allotted.

To,
Hon. Secretary,
Benston A Co-operative Housing Society Ltd.,
Sherly Rajan, off Carter Road,
Bandra West, Mumbai 400 050

Sir,

I MR. JAGDISH NANDLAL MURPANA, Age 68 Years, PAN NO. AACPM1923G, AADHAR NO. 4065 8387 2785, residing at Flat No. 701, 7TH Floor, Vednanad Apartment, Final Plot No. 361 to 363, TPS III Bandra, 21st Road, Bandra West, Mumbai 400050 intending member of Benston A Co-operative Housing Society Ltd. having office at Sherly Rajan, off Carter Road, Bandra West, Mumbai 400 050 hereby give the undertaking that I will use the Flat allotted to me proposed to be acquired by me on cessation of membership of the earlier member under the Bye-law of the society for the purpose mentioned in the allotment letter which will be issued under Bye-law No. 76(a) of the Bye-law of the Society registered.

I further give the undertaking that no change of user will be made by me without the previous permission in writing of the committee of the society.

Place: Mumbai

Yours faithfully

Date : /3/2025

MR. JAGDISH NANDLAL MURPANA