

AGREEMENT FOR SALE

ARTICLES OF THIS AGREEMENT FOR SALE made at Mumbai, this ___ Day of **March 2025** BETWEEN **(1) SMT. CHAYYA EKNATH GAWARE** age 77 years, Indian Inhabitants, residing at Flat no. 202, 2nd floor, Neelam Nagar Building No. 3 Prataprao Gujar Marg, Mulund (East), Mumbai- 400 081, hereinafter called "**THE TRANSFEROR**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their respective heirs, executors and administrators) of the ONE PART:

AND

(1) PRATIKSHA PRABHAKAR AHIRE, age 37 years, AND **(2) MRS. SUNITA PRABHAKAR AHIRE**, age 75 years, both Indian Inhabitants, residing at C/344, Sukhada Chs Ltd, Veer Savarkar Marg, Arunoday Nagar, Mulund (East), Mumbai -400081, hereinafter called "**THE TRANSFEREES**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their respective heirs, executors and administrators) of the OTHER PART:

WHEREAS by an **Agreement for Sale dated 26th June 1982**, for the consideration and on terms and conditions contained therein, **MR. EKNATH RAMJI GAWARE**, the Purchaser herein, had purchased from the **Promoters M/S. ACME ENTERPRISES**, a residential premises bearing **Flat No. 202, admeasuring 685 sq. ft. carpet area or thereabouts, located on the 2nd floor in the A-wing of the building known as Neelam Nagar Building No.3 Co-operative Housing Society Ltd; situated at Pratap Rao**

Gujar Marg, Mulund (East), Mumbai - 400 081 and more particularly described in the **schedule** hereunder written, (hereinafter referred to as "**the said Flat**").

AND WHEREAS the TRANSFERORS paid entire consideration and other dues of the said Flat to the said Promoters in conformity with the said **Agreement for Sale dated 26th June 1982**, and the peaceful possession of the said Flat has been taken over.

AND WHEREAS incidental to the holding of the said Flat, the TRANSFEROR are enjoying membership rights of the **NEELAM NAGAR BUILDING NO.3 CO-OPERATIVE HOUSING SOCIETY LTD**, a Society formed and registered under the Co-operative Societies Act, 1960 bearing Registration No. **BOM/WT/HSG/TC/4840 of 1989-90 dated 14/05/1990** (hereinafter for the sake of brevity referred to as "**the said Society**") and was holding **5** fully paid up shares of **Rs.50/-** each of the said Society bearing distinctive Nos. **161 to 165** (both inclusive) included in the **Share Certificate No. 33** of the said Society.

AND WHEREAS the said **MR. EKNATH RAMJI GAWARE**, died intestate on **02/11/2015**, leaving behind her the **(1) MS. SONAL EKNATH GAWARE (daughter)**, **(2) MR. VIKRAM EKNATH GAWARE (son)**, **(3) MR. PRITAM EKNATH GAWARE (son)**, **(4) SMT. CHHAYA EKNATH GAWARE (wife)** as her only heirs and next of kin according to the provisions of the Hindu

Succession Act, 1956 by which she was governed at the time of her death.

AND WHEREAS the said Late **MR. EKNATH RAMJI GAWARE** during his life time nominated his Wife, **SMT. CHHAYA EKNATH GAWARE**, as his nominee.

AND WHEREAS the said Society issued additional shares to the said **SMT. CHHAYA EKNATH GAWARE**, holding Ten fully paid up shares of Rs.50/- each bearing distinctive Nos. **321 to 330** (both inclusive) incorporated in the Share Certificate No. **33**, on 1st March 2021, of the said Society.

AND WHEREAS under the circumstances stated hereinabove, as on today the RELEASORS are holding 75 % share (i.e. each 25% share) and the RELEASEE is holding 25% share joint and undivided share in the said Premises, in succession of **the said late MR. EKNATH RAMJI GAWARE**

AND WHEREAS by RELEASE DEED DATED 24/01/2025. Registered at the office of sub-registrar of assurances at Kurla, under No. KRL-3/1782/2025. For the consideration and on the terms and conditions contained therein **(1) MS. SONAL EKNATH GAWARE (daughter), (2) MR. VIKRAM EKNATH GAWARE (son), (3) MR. PRITAM EKNATH GAWARE (son)**, released their 75% share

in the name of **SMT. CHHAYA EKNATH GAWARE** releasee herein. Therefore, releasee herein is entitled to have 100% share.

AND WHEREAS on following due process of law, the said Flat along with membership rights were transmitted in favour of **SMT. CHHAYA EKNATH GAWARE**, who is enjoying membership rights of the said Society.

AND WHEREAS under the circumstances stated herein above, as on today the TRANSFEROR is the owner of the said Flat and enjoying the membership rights of the said Society, free from all encumbrances.

AND WHEREAS on coming to know the intention of the TRANSFEROR regarding sale and transfer of the said Flat, the TRANSFEREES approached the TRANSFEROR and negotiated for sale and transfer of the said Flat and said shares of the said Society in their favour and the TRANSFEROR made following representations to the TRANSFEREES in respect of the said Flat.
i.e.

- a. There are no suits, litigation, civil or criminal or any other proceedings pending as against TRANSFERORS in respect of the said Flat.
- b. The building is constructed as per sanctioned plan of Brihanmumbai Municipal Corporation.
- c. There are no attachments or prohibitory orders against the said Flat and the said Flat is not subject matter of any lis-pendens or attachments either before or after judgments.

- d. The TRANSFERORS have not received any notice either from Income Tax authorities or any other statutory body or authorities regarding the acquisition or requisition of the said Flat.
- e. There are no encumbrances created against the said Flat and the title of the TRANSFERORS to the said Flat is clear, marketable and free from all encumbrances.
- f. Except TRANSFERORS, no other person or authority have got right, title or interest of whatsoever nature against the said Flat.
- g. The TRANSFERORS have not been adjudicated insolvent nor they have committed any act of insolvency nor is there any order of any Court or Authority restraining them or creating any inability from entering in to this agreement.
- h. The said Flat is not subject matter of any family dispute and the TRANSFERORS are entitled to sell the said Flat to the TRANSFEREES herein.

Relying upon the aforesaid representations made by the TRANSFERORS , the TRANSFEREES agreed to purchase the said Flat on ownership basis, with the said fully paid up shares of the said Society, for the total consideration of **Rs.1,00,00,000/- (Rupees One Crore only) inclusive of TDS amount** and on the terms and conditions appearing hereinafter.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO As follows-

1. The recitals contained herein shall form the integral part of this Agreement as if the same are set out and incorporated herein.

2. The TRANSFEROR hereby agree to assign to the TRANSFEREES the said holding **5** fully paid up shares of **Rs.50/-** each of the said Society bearing distinctive Nos. **161 to 165** (both inclusive) included in the **Share Certificate No. 33** and additional fully paid up **10** shares of **Rs.50/-** each bearing distinctive Nos. **161 to 165** (both inclusive) entered in the **Share Certificate No. 33**, standing in the name of the **TRANSFEROR** in the books of the said **NEELAM NAGAR BUILDING NO. 3 CO-OPERATIVE HOUSING SOCIETY LTD.**, Incidental to the said assignment, the TRANSFEROR further agree to sell, transfer and convey to the TRANSFEREES their right, title and interest in respect of the residential bearing **Flat No. 202, admeasuring 685 sq. ft. carpet area or thereabouts, located on the 2nd floor in the A-wing of the building known as Neelam Nagar Building No.3 Co-operative Housing Society Ltd; situated at Pratap Rao Gujar Marg, Mulund (East), Mumbai - 400 081** and more particularly described in the Schedule here under written together with all benefits , all other profits, advantages, rights and appurtenances whatsoever attached with the said Flat for the total consideration of **Rs.1,00,00,000/- (Rupees One Crore only) inclusive of TDS amount.** The said amount of the consideration shall be paid by the TRANSFEREES to the TRANSFERORS in the following manner that is to say,

(a) **Rs.25,00,000/- (Rupees Twenty Five Lakhs only)** by way of earnest money/part consideration paid on or before execution

hereof (the payment and receipt whereof the TRANSFERORS DO hereby admit and acknowledge)

(b) **Rs.1,00,000/- (Rupees One Lakh only)** being the amount to be deducted by the TRANSFEREES towards **TDS** as applicable by law @ **1%** of the total consideration amount. The TRANSFEREES shall deposit the same in the appropriate Bank within **one week** from the date of registration of this Agreement and shall produce TDS certificate to the TRANSFERORS. The said TDS amount shall form part of the consideration amount of the said Flat.

AND

(c) **Rs.74,00,000/- (Rupees Seventy Four Lakhs only)** being the balance consideration, to be paid within a period of **30 days**, from date of registration of this Agreement.

(The time being the essence of this Contract)

If the TRANSFEREES fail to make payment of balance consideration within stipulated time period then in such event the TRANSFEREES shall be liable pay to the TRANSFERORS interest @ 1% per month on unpaid balance consideration amount, till the date of payment. (subject to providing required documents to loan disbursement bank of the TRANSFEREES).

Nothing contained in these presents shall be considered as a transfer, assignment, demise, sale or conveyance of the right, title and interest in the said Flat in favour of the TRANSFEREES , till full consideration amount is paid to the TRANSFERORS herein .

3. The TRANSFERORS declare that they are the owners of the said Flat, holding it quietly without any claim or obstruction from

any other persons. The TRANSFEROR further declare that they have good right, full power and absolute authority to convey, transfer and assure the said Flat and the said Shares hereby agreed to be transferred, conveyed and assigned to the TRANSFEREES as aforesaid and they have not done, committed or omitted any act, deed, matter or thing whereby the ownership, possession or occupation and enjoyment of the said Flat may be rendered void or voidable.

4. If any person/s claims right, title or interest in the said Flat through the TRANSFEROR and thereby the TRANSFEREES are put to any losses, expenses, then in such event the TRANSFERORS agree and undertake to indemnify and keep indemnified the TRANSFEREES against all claims, actions, demands and proceedings arising in respect of the said Flat. The TRANSFEROR shall produce clear and marketable title, free from all encumbrances in respect of the said Flat and this condition is the essence of this Agreement.

5. On receiving full consideration as mentioned herein above, the TRANSFEROR shall hand over to the TRANSFEREES the original title documents in their custody, in respect of the said Flat. The TRANSFEROR undertake to give full cooperation and produce the relevant original title documents against accountable receipt and as and when required for disbursement of loan to the TRANSFEREES.

6. The TRANSFEROR declare that the said Flat is free from all encumbrances and the same is not mortgaged or in any manner

charged for payment of any money to any person or Financial Institutions. The TRANSFEROR further declare that they have not entered into any agreement for transfer, sale or leave and license or let out in respect of the said Flat with any other person or persons.

7. At present the said Flat is in the lawful possession of the TRANSFEROR. It is specifically clarified by and between the parties hereto that the TRANSFEROR shall handover peaceful possession of the said Flat to the TRANSFEREES, immediately on receiving full consideration, as agreed herein and thereafter It shall be lawful for the TRANSFEREES from time to time and at all times hereinafter peacefully and quietly to hold, enter upon, occupy, possess, enjoy the said Flat hereby granted with its appurtenances and receive the rents, issues and profits thereof to and for his own use and benefit without any suit, lawful, eviction, interruption, claim and demand whatsoever from or by the TRANSFEROR or any person or persons lawfully or equitably claiming or to claim by, from under or in trust from the TRANSFEROR.

8. All the taxes, electricity charges, maintenance charges and other outgoings in respect of the said Flat shall be paid by the TRANSFEREES from the date of taking over possession and till then, the TRANSFEROR shall pay all the taxes, electricity charges, maintenance charges and other outgoings to the respective Authorities.

9. The TRANSFEREES confirm that before execution of this Agreement, they have personally inspected the said Flat and

satisfied themselves regarding area, quality of construction and condition thereof. In future, the TRANSFEREES shall not raise any objection or dispute regarding the said issues. If further renovation or repairs are required, the same shall be done by the TRANSFEREES, at the TRANSFEREES' own cost.

10. The TRANSFEREES shall abide themselves by the rules and regulations of the said Society. The TRANSFERORS hereby agree to keep indemnified the TRANSFEREES against the payment of all such outgoings, costs, charges, fees, taxes, stamp duty, penalties and other dues, if any, relating to the said Flat of whatsoever nature pertaining to the period prior to the execution hereof.

11. The parties hereto will execute necessary documents as and when required for giving proper effect to what is agreed herein and to transfer the said Flat in the name of the TRANSFEREES in the books of the said Society and other appropriate authorities.

12. The TRANSFEROR shall obtain the consent or no objection certificate from the said Society for transferring the said Flat in favour of the TRANSFEREES. The TRANSFEROR shall further obtain NOC of the Society in the format of loan disbursing Financial institution from whom the TRANSFEREES intend to raise loan, at the time of submission of loan proposal.

13. The premium/Transfer fee of the said Society in respect of the transfer of the said membership rights and the said Flat will be borne and paid by the **TRANSFEROR and the TRANSFEREE equally.**

14. Electricity/Water meters/Mahanagar Gas deposits, Sinking Fund and all the amount standing to the credit of the TRANSFEROR in the books of the said Society in relation to the said Flat shall be transferred in the name of the TRANSFEREES on payment of full consideration as agreed and the TRANSFEROR shall sign and execute the necessary forms, application, documents for transferring the said MSEDCL meter and Mahanagar Gas meter in respect of the said Flat in the name of the TRANSFEREES.

15. The TRANSFEROR hereby undertake and declare that any Will in regard to the said Flat made by the TRANSFEROR , if any, shall hereafter be deemed to be in-operative, cancelled, revoked, withdrawn and shall become null and void.

16. The Stamp Duty and Registration charges of this Agreement shall be borne and paid by the TRANSFEREES alone. The parties hereto undertake to comply with all the formalities required for completing the registration of this Agreement in respect of the said Flat in the record of the Sub-Registrar of assurances.

17. The TRANSFEROR shall from time to time and at all reasonable times do and execute or cause to be done and executed all such acts, deeds and things as shall be reasonably required for more perfectly transferring the right, title and interest of the TRANSFEROR in the said Flat to the TRANSFEREES, but subject to the obligation upon the TRANSFEREES to make payment of full consideration as agreed herein.

18. The parties hereto confirm that before execution of this Agreement, they have read contents of this Agreement and only after satisfying regarding its correctness, they have executed this Agreement. The parties hereto further confirm that it is binding upon them and their respective legal heirs/legal representatives to complete the said deal under any circumstances, subject to fulfillment of the terms and conditions as agreed in this Agreement.

IN WITNESS WHERE OF the parties hereto have hereunto set and subscribed their respective signatures the day and year first hereinabove written.

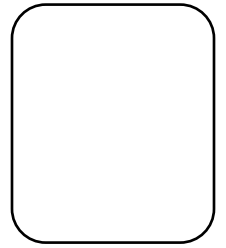
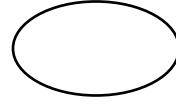
-THE SCHEDULE ABOVE REFERRED TO-

THE RESIDENTIAL PREMISES bearing Flat No. 202, admeasuring 685 sq. ft. carpet area or thereabouts, located on the 2nd floor in the A-wing of the building known as Neelam Nagar Building No.3 Co-operative Housing Society Ltd; situated at Pratap Rao Gujar Marg, Mulund (East), Mumbai - 400 081, standing on Plot of land bearing CTS No. 432 and 437 of Village Mulund (East), Taluka - Kurla, District Mumbai Suburban, within the limits of "T" ward of Brihanmumbai Municipal Corporation. The building of the Society is consisting of Ground + 7 upper floors, with/without lift Facility.

SIGNED SEALED AND DELIVERED
By the withinnamed **TRANSFEROR**
SMT. CHHAYA EKNATH GAWARE,
PAN: AUIPG9808J

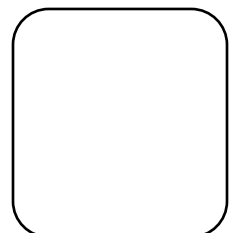
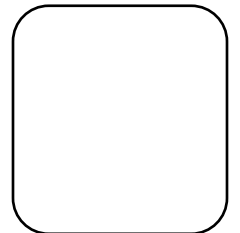
1.

2.



SIGNED SEALED AND DELIVERED
By the withinnamed **TRANSFEREES**
(1) MRS. PRATIKSHA PRABHAKAR AHIRE
PAN: AMGPA6713L

(2) MRS. SUNITA PRABHAKAR AHIRE
PAN: AFQPA5069L



In the presence of

1.

2.

RECEIPT

RECEIVED of and from the withinnamed **TRANSFEREES (1) MRS. PRATIKSHA PRABHAKAR AHIRE (2) MRS. SUNITA PRABHAKAR AHIRE**, a sum of **Rs.25,00,000/- (Rupees Twenty-Five Lakhs only)** within expressed under clause No.2(a) herein above towards part consideration of the said residential Premises bearing **Flat no. 202, located on the 2nd floor of the building known as NEELAM NAGAR BUILDING NO. 3 CO-OPERATIVE HOUSING SOCIETY LTD, situated at Prataprao Gujar Marg, Mulund (East), Mumbai- 400 081**, as under,

UTR no.	Date	Bank	Amount
		Bank	Rs.25,00,000/-
		Bank	
TOTAL PAID AMOUNT:			Rs. 25,00,000/-

WE SAY RECEIVED

**SMT. CHAYYA EKNATH GAWARE,
TRANSFERORS**

Witnesses

- 1.
- 2.