

AGREEMENT FOR SALE

This Agreement For Sale is made and entered into at Mumbai on _____ day of April, 2023 between **MR.SANDEEP CHANDRAKANT TAMBE** (Age-54 years PAN-AAZPT3254G and Aadhar No. 659892721246), **MRS.VIDYA SANDEEP TAMBE** (Age-48 years PAN-ACAPT1074B and Aadhar No. 963608818585) both adult, Indian Inhabitants of Mumbai having their address at Flat No. 1302, Boulevard-2, Bovlevard1 & 2 CHS Ltd., The Address, L.B.S. Marg, Ghatkopar (West), Mumbai-400 086, hereinafter referred to as the "**TRANSFERORS**" (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, administrators and assigns) of the ONE PART;

AND

MR.DEEP SABYASACHI CHATTERJEE (Age- 45 years, PAN-ADYPC7991D and Aadhar No.857212441678) & **MRS.SANGHMITRA CHATTERJEE** (Age- 40 years, PAN-BNQPS1688L and Aadhar No. 953025905421) both adult, Indian inhabitants of Mumbai at present residing at Flat No.1701, Promonade-2, The Address, L.B.S.Marg, Ghatkopar (West), Mumbai-400 086, hereinafter referred to as the "**TRANSFEREES**" (which expression shall unless 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. By and Indenture dated 18th January,2010 made between the Hindustan Composites Limited as the Transferors of the First Part and Raghuleela Lessors and Developers Private Limited as the Purchaser

of the Second Part and registered with the Sub.Registrar of Assurance at Kurla-III under Serial No.BDR-13/650/2010, the aforesaid Transferors, viz. Hindustan Composites Limited granted, conveyed, sold, transferred, assigned and assured unto the said Raghuleela Lessors and Developers Private Limited the said Property viz. pieces and parcel of land bearing C.T.S. No. 50, 50/1 to 50/7, 50/35 to 50/44 of the Revenue Village-Vikhroli, Taluka-Kurla and Dist. Mumbai Suburban and more particularly described in the schedule hereunder written as per the terms, conditions and considerations mentioned therein

- b.** The name of Raghuleela Lessors and Developers Private Limited has been changed as Wadhwa Residency Private Limited and The Registrar of Companies Maharashtra, Mumbai has issued a change of Name Certificate dated 5th February,2010 certifying that the name of aforesaid "Raghuleela Lessors and Developers Private Limited" has changed to "Wadhwa Residency Private Limited" pursuant of Section 23(1) of the Companies Act,1956.
- c.** The Property Register Cards in respect of the said Property bearing C.T.S. No. 50, 50/1 to 50/7, 50/35 to 50/44 of the Revenue Village Vikhroli, Taluka-Kurla and Dist. Mumbai Suburban reflect the name of M/s. Wadhwa Residency Private Limited.
- d.** M/s. Wadhwa Residency Private Limited (hereinafter referred to as the "said Promoters") a Company, constructed various buildings on the pieces and parcel of land bearing C.T.S. No. 50, 50/1 to 50/7, 50/35 to 50/44 of the Revenue Village Vikhroli, Taluka-Kurla and Dist. Mumbai Suburban as per the plan approved by the Municipal

Corporation of Greater Mumbai vide IOD/C.C. No. CE/6521/BPES/AN dated 30-04-2010 and occupation certificate dated 29-03-2016.

- e. By an Agreement For Sale dated 19th June 2017, made and entered between M/s.Wadhawa Residency Private Limited, therein referred to as the the said Promoters and Mr.Sandeep Chandrakant Tambe & Mrs.Vidya Sandeep Tambe, therein referred to as the Purchasers and hereinafter referred to as the “Transferors” and the Transferors have purchased on ownership basis a **Flat No.1302** admeasuring **97.17 sq. meter carpet** area on **13th Floor** of the building known as **Boulevard-2**” along with **1(One) Car parking spaces** at the basement level of Complex Known as **The Address**, situated at L.B.S. Marg, Ghatkopar (West), Mumbai - 400 086, (hereinafter referred to as the “**said Flat**” for the sake of brevity) and more particularly described in the schedule herein under written upon the terms and consideration as stated in the said Agreement For Sale dated 19-06-2017 and the said Agreement For Sale was registered with the Joint Sub. Registrar Kurla-2, vide Registration No. BDR-2/6637/2017 dated 23-06-2017.
- f. The Transferors have paid entire consideration along with the MVAT, Service Tax, GST and advance maintenance charges, corpus fund etc. as per the terms and conditions mentioned in the Agreement dated 19-06-2017 to the promoters and the Promoters have given vacant and peaceful possession of the said Flat along with the car parking spaces to the Transferors as per the possession letter dated 08-08-2017.
- g. **BOULEVARD 1 & 2 CO-OPERATIVE HOUSING SOCIETY LIMITED**
a society duly registered under the Maharashtra Co-operative

Societies Act, 1960 under the registration No. MUM/WN/HSG/TC/10999/2018-2019/2018 dated 13-04-2018 and having registered address at Boulevard-1 & 2, The Address, L.B.S. Marg, Ghatkopar (West), Mumbai- 400 086 (hereinafter referred to as the “**said Society**”).

- h. The said society has issued to the Transferors ten fully paid up shares of Rs.50/- each bearing distinctive numbers from 2321 to 2330 (both inclusive) held under the share certificate No.230 dated 15-01-2019 (for the sake of brevity hereinafter referred to as “**the said Shares**”).The said society yet not handed over the share certificate to the Transferors.
- i. The Transferors have taken the housing loan from the _____ by mortgaging the said Flat.
- j. The said Agreement for Sale dated 19-06-2017 is still valid and subsisting and in no way terminated and / or cancelled.
- k. Such as incidental thereto the Transferors are entitled to exclusive rights to the said Flat and there are no encumbrances of any kind (except _____) on the said Flat and which is in use and occupation of the Transferors.
- l. The Transferors have declared that they have paid the society dues up to date and they have obtained No Objection letter _____ from the said society to transfer their rights in the said Flat along with the said shares and the said parking space in favour of the Transferees.
- m. The Transferors also declare that their membership of the said society is valid and subsisting and they have not received any notice of expulsion from the membership of the said society or any kind of

notice restraining the Transferors from selling and transferring their rights in the said Flat along with the said Parking Spaces and the said shares.

- n. Pursuant to mutual negotiation ensured between the Transferors and the Transferees, the Transferors have agreed to transfer unto and in favour of the Transferees and the Transferees has agreed to acquire from the Transferors the said Flat, the said parking space and the said shares and all the benefits attached thereto at or for the consideration of **Rs.3,66,00,000/- (Rupees Three Crores Sixty Six Lacs Only)** and subject to the terms and conditions agreed upon between them.
- o. The parties hereto are now desirous of recording the terms and conditions agreed upon between them for transfer of the said premises, shares and all the benefits attached thereto by executing these presents as hereinafter appearing.

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

1. The Parties agree that the recitals mentioned hereinabove form an integral part of this Agreement For Sale.
2. In pursuance of the Agreement For Sale in respect of the said Flat, parking space and the said shares as hereinabove stated the Transferees shall pay/have paid to the Transferors the total amount of Sale consideration as agreed upon **Rs.3,66,00,000/- (Rupees Three Crores Sixty Six Lacs Only)** as follows:
 - a) **Rs.77,34,000/- (Rupees Seventy Seven Lacs Thirty Four Thousand**

only) has been paid as under by the Transferees to the Transferors being part payment out of total consideration as agreed hereinabove and the Transferors doth hereby acknowledge the receipt of payment.

b) Rs.3,66,000/- (Rupees Three Lacs Sixty Six Thousand only)

shall be deducted by the Transferees being a TDS @1% on the total consideration as per the provisions of the Income Tax Act,1961 and the Transferees shall deposit the said amount of TDS within the stipulated time period and handover the Challan of TDS to the Transferors on or before making the full and final payment as agreed in clause No. 2(c) mentioned hereunder.

c) Rs.2,85,00,000/- (Rupees Two Crores Eighty Five Lacs

only) shall be payable by the Transferees to the Transferors within 30 days from the date of execution of this Agreement For Sale or within 10 days from the date of receipt of the NOC for Mortgage from the said society whichever is later being the full and final payment out of the total consideration.

d) The Transferees intends to take housing loan for paying the balance consideration as mentioned hereinabove by mortgaging the said Flat to the Bank/Financial Institute and the Transferors shall provide the required documents to avail the loan from the Bank/Financial Institution to avail the loan.

3. The time limit as agreed hereinabove for balance payment along with TDS is being the essence of this Agreement for Sale
4. On receiving full and final payment from the Transferees as agreed in clause 2 (c) of this agreement the Transferors shall;

- (i) Sign the transfer forms and other documents which are required as per the provisions of the bye-laws of the said society and any other deeds and documents which are required for transfer of the rights, title, interest and claims of the Transferors in the said Flat and the said shares of the said society and the documents required to transfer the electricity and gas meters etc. in the name of the Transferees.
 - (ii) Hand over vacant and peaceful possession of the said Flat along with the said parking space to the Transferees.
 - (iii) Deliver all the original documents pertaining to the said Flat to the Transferees.
5. The Transferors shall pay the maintenance charges, taxes, assessment, outgoings and all charges and amounts due by the Transferors to the said society and/or any other authority or authorities in respect of the said Flat up to the date of handing over the vacant and peaceful possession of the said Flat to the Transferees and shall keep the Transferees indemnified against the same.
6. The Transferees shall pay and discharge the liabilities in respect of the said Flat which arise from the date of handing over of the possession by the Transferors to the Transferees.
7. On receipt of the full and final consideration from the Transferees, the Transferors shall request the said society to transfer the Share Money, Sinking Fund, corpus amount paid towards the Club House and Apex area and any other amount standing in credit to the

Transferors in the record of the said society and the Apex body in favour of the Transferees.

8. The Transferors hereby declare, represent and warrant that the Transferees have agreed to enter into this Agreement For Sale on the faith of the said representation and believing the same to be true, that-

a) The Transferors are owners of the said shares and entitled to use, enjoy, occupy and possess the said Flat and the said parking space and that no other person or party has any right, title, interest, property claim or demand into over or upon their shares in the said Flat or any part thereof either by way of sale, exchange, mortgage, gift, lien pawn, assigns or otherwise (Except _____).

b) The Transferors have good right, full power and absolute authority to sell and transfer their share in the said shares and to enjoy, use, occupy and possess the said Flat the said parking space and that neither they nor any one on their behalf has done or committed any acts, deeds, things, and matters whereby the said shares or their rights to use, enjoy, occupy and possess the said Flat is or can be forfeited extinguished or rendered void or voidable AND WHEREAS the Transferors shall keep indemnified the Transferees from or against all actions, suits, proceedings, claims, demands, fines, penalties, expenses and other liabilities of whatsoever nature made or suffered by or by virtue of any non-performance or non observance by them of any of the terms and conditions of this agreement.

- c) The Transferors have not in any way encumbered or agreed to encumber by way of mortgage, charge, lien, trust, sale, pledge, assigns or otherwise (Except _____) and their rights, title and/or interest in the said shares and the said Flat and that the same are free from all encumbrances whatsoever.
- d) That the Transferors have not entered into any Agreement with any other person or persons nor have they received any earnest money or deposit for Sale, Lease, Tenancy and/or transfer of their share in the said Flat, the said parking space and in the said shares. That there is no litigation pending in any Court including Co-operative Court or any Tribunal Court, nor there is any Lis pendens registered in respect of the said Flat and their right, title and the interest in the said shares and/or said Flat has not been attached either before or after judgment or by at the instance of taxation authorities and the Transferors have not given any undertaking to taxation authorities or any other authorities not to deal with or dispose of their right, title and interest in the said shares and the said Flat and that the Transferors have full and absolute power to deal with the same.
- 9.** If any of the aforesaid declarations turns out to be false or if any person makes any claim in respect of the said Flat and thereby or otherwise the Transferees are put to any loss, expenses or prejudice, otherwise the Transferors shall indemnify and keep indemnified and harmless the Transferees against all such loss and expenses.

- 10.** The Transferors hereby covenant with the Transferees that the Transferors shall do and execute all such acts, deeds, matters and things whatever for more perfectly securing the interest of the Transferees in the said Flat to be hereby sold unto and to the use of the Transferees as shall or may be reasonably required but without asking any charge or expense from the Transferees at anytime.
- 11.** The Transferees shall be entitled to have and hold the possession, occupation and use of the said Flat along with the said parking space and the Transferees shall hold the same upto and to the use and benefit of the Transferees, for them, their heirs, successors and assigns forever without any claim, right, interest, demand, lien of the Transferors or any person or persons claiming through or under their or in trust for them.
- 12.** The Transferees have agreed to become the members of the said society and abide by the rules and regulations of the said society and shall pay and discharge all the liabilities towards the said society or any other authority or authorities in respect of the said flat arising from the date of possession of the said Flat and the said parking space.
- 13.** All relevant papers, deeds, things, documents, writings and instruments evidencing the Transferors' right, title and interest in and to the said shares of the said society and the said Flat and the said parking space shall be delivered by the Transferors to the Transferees on receipt of the full and final payment as agreed hereinabove.

14. The Transfer fees payable to the said society in respect of the transfer of the said Flat shall be payable by the Transferor and the Transferees equally (50% by each), however the Stamp Duty and the Registration Fees payable for the completion of the sale shall be borne and paid by the Transferees and the Transferors shall not be liable for the same.
15. On receiving the full and final consideration as agreed hereinabove and, on the date, when the possession of the said Flat is given to the Transferees, the Agreement for Sale will be construed as final Sale Deed. The Transferors will thereafter have no right, title or interest in the said Flat whatsoever.
16. The parties hereto have agreed to register this Agreement for Sale with the Sub Registrar of Assurance as per the provisions of the Indian Registration Act.,1908 and the Transferors have agreed to appear before the Sub Registrar of Assurance for Registration and to admit their execution.
17. This Agreement for Sale is subject to the provisions of the Maharashtra Co-operative Societies Act., 1960 and Indian Contract Act., 1872 with rules made thereafter from time to time.
18. This Agreement shall be subject to the jurisdiction of the Courts at Mumbai only.

SCHEDULE ABOVE REFERRED TO :

Flat No.1302 admeasuring **97.17 sq. meter carpet** area on **13th Floor** of the building known as **Boulevard-2** along with **1(One) Car parking spaces** at the basement level of Complex Known as **The Address**, situated at L.B.S. Marg, Ghatkopar (West), Mumbai - 400 086 and bearing

C.T.S. Nos. 50, 50/1 to 50/7, 50/35 to 50/44 of the Revenue Village of Vikhroli, Taluka-Kurla and Dist. Mumbai Suburban. The building was constructed in the year 2016 and consisting Two level basements + Two level podium+ stilt + 1 to 28th upper Floors.

The said Flat is assessed by the Municipal Corporation of Greater Mumbai vide SAC No._____.

Ten Fully paid up shares of Rs.50/- each bearing distinctive numbers from 2321 to 2330 (both inclusive) hold under share certificate No. 230 dated 15th January,2019 of the Boulevard 1 & 2 CHS Ltd.

Draft for Approval

IN WITNESS WHEREOF THE PARTIES HAVE HEREINTO SET AND
SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DATE, DAY AND
THE YEAR FIRST HEREINABOVE MENTIONED.

SIGNED, SEALED AND DELIVERED BY)

THE WITHINNAMED "Transferors ")

SANDEEP CHANDRAKANT TAMBE) _____

)

)

)

MRS.VIDYA SANDEEP TAMBE) _____

SIGNED, SEALED AND DELIVERED BY)

THE WITHINNAMED " Transferees ")

MR.DEEP SABYASACHI CHATTERJEE) _____

)

)

)

MRS.SANGHMITRA CHATTERJEE) _____

In the presence of)

1.

2.

Draft for Approval

RECEIPT

Received from within named Transferee **MR.DEEP SABYASACHI CHATTERJEE & MRS.SANGHMITRA CHATTERJEE** a sum of **Rs.38,67,000/- (Rupees Thirty Eight Lacs Sixty Seven Thousand only)** as follows;

Amount	Cheque No./UTR No.	Date	Name & branch of the bank
Rs.25,00,000/-	HDFCR52023040496132351	04-04-2023	HDFC Bank Ltd, Churchgate
Rs.13,67,000/-	HDFCR52023040496940828	07-04-2023	HDFC Bank Ltd, Churchgate
Rs.38,67,000/-			

being part payment in respect of the sale consideration of Flat No.1302, 13th Floor, of the building known as Boulevard-2 of the Boulevard 1 & 2 Co-op. Housing Society Ltd., The Address, L.B.S. Marg, Ghatkopar (West), Mumbai-400 086.

I SAY RECEIVED **Rs.38,67,000/-**

(MR.SANDEEP CHANDRAKANT TAMBE)

WITNESSES

1.

2.

RECEIPT

Received from within named Transferee **MR.DEEP SABYASACHI CHATTERJEE & MRS.SANGHMITRA CHATTERJEE** a sum of **Rs.38,67,000/- (Rupees Thirty Eight Lacs Sixty Seven Thousand only)** as follows;

Amount	Cheque No./UTR No.	Date	Name & branch of the bank
Rs.6,00,000/-	000061	28-03-2023	HDFC Bank Ltd, Churchgate
Rs.25,00,000/-	HDFCR52023040496126336	04-04-2023	HDFC Bank Ltd, Churchgate
Rs.7,67,000/-	HDFCR52023040496936537	07-04-2023	HDFC Bank Ltd, Churchgate
Rs.38,67,000/-			

being part payment in respect of the sale consideration of Flat No.1302, 13th Floor, of the building known as Boulevard-2 of the Boulevard 1 & 2 Co-op. Housing Society Ltd., The Address, L.B.S. Marg, Ghatkopar (West), Mumbai-400 086.

I SAY RECEIVED **Rs.38,67,000/-**

(MRS.VIDYA SANDEEP TAMBE)

WITNESSES

1.

2.