

Draft for approval

AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai this ____ day of April Two Thousand Twenty Three BETWEEN, **MR. AMAGE ANGAD VITHALRAO & MRS. AMAGE SMITA ANGADRAO** adults, Indian Inhabitants of Mumbai, addressed at, Flat No. A/302, Akurli Surya Kiran CHS Ltd., Plot No.8,RDP-3, MHADA Layout, Lokhandwala Township, Akurli Road, Kandivli (E), Mumbai 400101 hereinafter collectively called "**THE VENDORS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective legal heirs, executors, administrators, legal representatives and permitted assigns) of the First Part;

AND

MRS. SUNITA S. CHOWRI , MR. SURYANARAYAN HANUMANT CHOWRI & HANUMANTA CHOWRI adults, Indian Inhabitants of Mumbai, addressed at 1A-609, Shanti Nagar Rahiwasi CHS Ltd., MIDC, Marol Depot, Mahakali Caves

Road, Shanti Nagar, Andheri(E), Mumbai 400 093, hereinafter collectively called "**THE PURCHASERS**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective legal heirs, executors, administrators, legal representatives and permitted assigns) of the Second Part;

WHEREAS By an Agreement for Allotment dated 28th day of April 2009 executed by and between Akurli Surya Kiran Co-operative Housing Society Ltd., a Society duly registered under the Maharashtra Co-Operative Societies Act, 1960 under Registration No. MUM / MHADA / HSG / (TC) / 12431 / 2006-2007 dated 18/04/2006, having address at, Plot No. 8, RDP-3, MHADA Layout, Lokhandwala Township, Akurli Road, Kandivali(E), Mumbai 400 101, hereinafter referred to as 'the said Society' the Vendors herein had acquired on ownership basis a residential premises being **Flat No. 302 on the 3rd floor of 'A' wing in the building known as Akurli Surya Kiran Co-operative Housing Society Ltd., situated at, Plot No. 8, RDP-3, MHADA Layout, Lokhandwala Township, Akurli Road, Kandivali (E), Mumbai 400101, area admeasuring 472 sq. ft. Built Up** (hereinafter referred to as '**THE SAID PREMISES**') and more particularly described in the Schedule hereunder written for the consideration and on the terms and conditions contained in the said Agreement. The abovesaid agreement is duly registered with the Sub Registrar of Assurances vide No.BDR11-03452-2009 dated 28/04/2009

AND WHEREAS As per the terms of the said allotment, the Vendors paid to the Akurli Surya Kiran CHS. Ltd., the entire consideration and were put in vacant possession of the said premises.

AND WHEREAS Now the VENDORS herein are the members of the said Society and as such members, the VENDORS hold five (5) shares of Rs. 50/- each, bearing distinctive Nos. **561 to 565** and Share Certificate Serial **No. 101**.

AND WHEREAS the Vendors declare that their membership in the said society is valid and subsisting and not terminated by the said society and they have not received notice of expulsion from the membership of the said society, or any other notice restraining them from transferring the said premises and the said shares.

AND WHEREAS the Vendors have absolute right and power to hold, occupy and deal with or dispose of the said premises. There are no suits, litigations, civil or criminal or any other proceedings pending as against the Vendors personally affecting the said premises.

AND WHEREAS the Vendors in the past have not entered into any agreement either in the form of sale, exchange or any other way whatsoever and have not dealt with or disposed off the said premises in any manner whatsoever.

AND WHEREAS neither the Vendors have and/or had received any notice either from the Municipal Corporation of Mumbai and/or from any other statutory body or authorities regarding the requisition and/or acquisition of the said premises.

AND WHEREAS the Vendors are in exclusive use, occupation and possession of the said premises and every part thereof and except the Vendors no other person or persons is/are in use, occupation and possession and enjoyment of the said premises or any part thereof.

AND WHEREAS the Vendors are not restricted either in the Income Tax Act, Gift Tax Act, Wealth Tax Act, Estate Duty Act or under Maharashtra Land Revenue Code, U.L.C. Act or under any other statute from disposing off the said premises or any part thereof in the manner stated in this Agreement.

AND WHEREAS the Vendors have not done any act, deed, matter, or thing whereby they are prevented from entering into this Agreement on the various terms and conditions stated herein in favour of the Purchaser

and the Vendors have all the right, title and interest to enter into this deed with the Purchaser on the various terms and conditions as stated herein.

AND WHEREAS the Vendors on this day have agreed to sell, assign and transfer unto the Purchaser herein, their entire right, title, interest and benefits in the said premises along with the said shares of the said society and also the deposit money, reserved funds including sinking funds, etc., for total consideration of **Rs. 80,00,000/- (Rupees Eighty Lakhs Only)**, hereinafter referred to as "entire consideration"

AND WHEREAS it has become necessary and desirable to record and reduce the terms of the agreement for sale, assignment and transfer as mutually agreed by and between the parties as under:-

NOW THIS AGREEMENT FOR SALE WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS THAT.

1. The Vendors have agreed to sell, assign and transfer the said **Flat No.302 on the 3rd floor of 'A' wing in the building known as Akurli Surya Kiran Co-operative Housing Society Ltd., situated at, Plot No. 8, RDP-3, MHADA Layout, Lokhandwala Township, Akurli Road, Kandivali (E), Mumbai 400101, area admeasuring 472 sq.ft. Built Up** inclusive of Share Money, Deposit Money, Reserved Funds, Sinking Funds and the Purchaser have agreed to purchase the same along with the said shares of the said society and all rights, title and interest of the Vendors in respect of the said premises for a total consideration of **Rs. 80,00,000/- (Rupees Eighty Lakhs Only)**,
2. The aforesaid amount of **Rs. 80,00,000/- (Rupees Eighty Lakhs Only)**, shall be payable by the Purchaser to the Vendors in the manner described below:-
 - a. A sum of **Rs. 1,00,000/- (Rupees One Lakhs Only)**, has been paid as and by way of token amount on or before execution of this agreement.
 - b. It is agreed by and between the Parties hereto that the Purchasers shall deduct a sum of **Rs. 80,000/- (Rupees Eighty Thousand Only)**, i.e.

1% from the total value of consideration of the said premises towards the Tax deduction/ collection at source as per the Indian Income Tax Act 1961 from the above said total consideration and deposit the same with the concerned authorities in the names of the Vendors. It is further agreed by and between the parties that it shall be sole responsibility of the Vendors to get the refund (if applicable) of above referred tax deducted at source from the concerned authorities and the Purchasers will not be held liable for the same. The TDS amount so deducted shall be the part of the sale consideration as specified hereinabove and net amount paid before the registration of this Deed as and by way of part consideration to the Vendors after deduction of TDS. The Purchasers shall provide a signed copy of the TDS Certificate to the Vendors

- c. a sum of **Rs. 8,20,000/- (Rupees Eight Lakhs Twenty Thousands Only)**, shall be paid on the execution & registration of this agreement as and by way of part consideration
- d. the balance sum of **Rs. 70,00,000/- (Rupees Seventy Lakhs Only)**, shall be payable within 30(thirty) days from the following:- 1) Registration of this agreement 2) issuance of mortgage NOC from the society in the format of the society or in the prescribed format provided by the financial institution; as they intend to avail financial assistance from Bank/Financial Institution. The VENDORS also undertake to handover all the prior original agreements/documents/papers, receipts, etc. in their possession in respect of the above said premises against the receiving the full and final consideration amount. However the VENDORS shall allow inspection of the original agreements / documents / papers, receipts, etc. as and when called up on by the Bank / Financial

institute for the purpose of verification. Further if the PURCHASERS fails and neglects to pay the balance consideration within the specified period mentioned hereinabove they shall be liable to pay an interest @ 18% per annum on the balance amount to the VENDORS. if VENDORS fails and neglects to provide necessary original agreements / documents / papers, receipts, etc. as and when called up on by the Bank/ Financial institution for the purpose of verification within 45 days they shall be liable to pay an interest @ 9% per annum on amount to the PURCHASERS toward earnest money and registration and other administrative charges

3. The Vendors do hereby agree that simultaneous to their receiving entire consideration, all their right, title and interest in the said premises and the said shares will get assigned and transferred absolutely and forever to the Purchaser together with all their rights, interest privileges held enjoyed with or appurtenant to and reputed or known as Flat No. A/302.
4. The Vendors hereby declare that all the rights, title and interest of the Vendors in the said premises and the said shares and everything appurtenant hereto assigned and transferred to the Purchaser on receiving the full consideration, is free from encumbrances of whatsoever nature and undertake that the Vendors shall at all the times save harmless and keep the Purchaser indemnified against all proceedings, cost, claims and expenses of whatsoever nature arising out of any charges, lien or encumbrances of whatsoever nature in that belief. The Vendors hereby assure the Purchaser that no other person/s has/have any right, title or interest in the said premises and the said shares.
5. On receiving the entire consideration the Vendors hereby agree and undertake.

- i) To apply to the said society for transfer of their entire interest in the said premises and said shares with everything appurtenant thereto to the name of the Purchaser herein and to sign and execute such forms and documents in order to give all effect to these covenants as may be necessary.
 - ii) To sign and execute such forms as are necessary to approach the electricity company to have the electricity meter together with the deposit transferred and assigned in the name of the Purchaser.
 - iii) To sign and execute such forms as are necessary to approach the Mahanagar Gas Ltd. for transfer of gas meter together with the deposit transferred and assigned in the name of the Purchaser.
6. The Vendors agree to pay all taxes and all other outgoings upto the date of possession of the said premises and obtain NOC from the said society to admit the Purchaser as members of the said society. The Purchaser have agreed to pay all dues arising for the said premises, inter alia, including municipal, government and any other statutory dues and premises maintenance charges to the society, electricity charges and Mahanagar Gas charges effective from date of taking possession of the said premises.
7. The Purchaser do hereby covenant with the Vendors that the Purchaser shall bear stamp duty, registration charges and other related expenses for registering this Agreement for Sale and completing the transfer and the Vendors do hereby covenant with the Purchaser that they will sign all documents as may be required by the Purchaser for the transfer of the said premises as may be required by law..
8. The Vendors undertake to provide all the relevant documents and papers and also to sign, execute any documents / papers / letter / indentures / NOC from the said Society etc. as required by the Purchaser as and when required by the Purchaser. The Vendors shall obtain the necessary **No Objection Certificate** from the said Society for the transfer, sale of the interest of the Vendors in the said Society, as well as the right, title and interest of the Vendors in the said

premises as herein contained to the Purchaser and also to the admission of the Purchaser to the membership of the said Society in place and instead of the Vendors when the sale herein is completed by delivering the vacant and peaceful possession of the said premises to the Purchaser.

9. The Vendors do hereby covenant with the Purchaser that notwithstanding any act, deed, matter or thing done or committed the Vendors have full right and absolute authority to transfer, sell and assign the said premises and their shares in the funds and reserves of the said society on to the Purchaser.
10. The Vendors do hereby declare that the said premises, their shares in the funds and reserves of the said society is free from all encumbrances, claims and demand whatsoever.
11. The Vendors do hereby declare that the Vendors have not done, committed or committed to any act, deed, matter or thing, nor have been party or privy to any act, deed or thing whereby the Vendors are prevented from selling, transferring and assigning the said premises, shares and their shares in the funds of the said Society, Electricity Company or such other deposits into the Purchaser.
12. The Vendors do hereby declare that the Vendors have observed and performed all rules and regulations and bye-laws as framed by the Society and the Vendors have not done any act, deed, matter or things contrary to the bye-laws framed by the society.
13. The Transfer Fee payable to the said society shall be borne and paid by both the parties in equal proportion (i.e. 50:50).
14. The Vendors hereby agree to do and execute all other acts, deeds, matters and things as may be required by the Purchaser for the purpose of completing the transfer of the aforesaid premises, in all respects, if required, even after effecting the transfer, subject to receipt of entire consideration.
15. The Vendors agree and declare that they will have no right, title and interest in the said premises and the said shares in the said society's deposits from the date of receipt of entire consideration. After receipt of entire consideration, the Purchaser shall be entitled to have and to hold the same and enjoy the same and its benefits thereof free from any interruptions and interference from the Vendors or any other person claiming through or under them.

16. The Vendors hereby undertake and declare that any nomination, assignment, lien or will in regard to the said premises and the said shares if made by the Vendors or their constituted attorney with the said society, person or other than the Purchaser shall hereafter be deemed to be inoperative cancelled, revoked, withdrawn and null and void.
17. Should there be any claim in respect of the said premises from any person or persons or authority regarding non payment/deficit payment of stamp duty, registration charges or any other dues etc. pertaining to any period prior to the transfer of the said premises in the name of Purchaser, the Vendors hereby agree to honour such commitments, indemnify and keep indemnified the Purchaser against such claims, actions and losses, and shall make good the same.
18. The Vendors shall handover vacant and peaceful possession of the said premises to the Purchaser simultaneous to receiving consideration of **Rs. 80,00,000/- (Rupees Eighty Lakhs Only)**, under this agreement and put the Purchaser in exclusive use, occupation and possession of the said premises and thereafter they themselves or anybody on their behalf shall not disturb peaceful possession of Purchaser. The Vendors shall admit and acknowledge receipt of the full and final payment by signing a separate receipt.
19. The Purchaser shall abide themselves by the rules of the said society and other regulations and pay the taxes and all other outgoings in respect of the said premises with effect from the day they take over possession of the said premises.
20. It is specifically agreed and understood that the Vendors on receiving and realising of **Rs. 80,00,000/- (Rupees Eighty Lakhs Only)**, from the Purchaser as mentioned hereinabove shall handover vacant and peaceful possession and assignment of the said **Flat No.302 on the 3rd floor of 'A' wing in the building known as Akurli Surya Kiran Co-operative Housing Society Ltd., situated at Plot No. 8, RDP-3, MHADA Layout, Lokhandwala Township, Akurli Road, Kandivali (E), Mumbai 400101, areaadmeasuring 472sq.ft. Built Up** to the Purchaser and this Agreement for Sale shall be deemed as **Deed of Sale & Transfer**. The Purchaser shall then be the absolute owners of the said premises and said shares.

21. This agreement for sale supersedes all other previous letters, indentures, writings, MOU and other verbal commitments between the Vendors and the Purchaser.

23. The Vendors shall, on request of the Purchaser, present themselves at the office of the Sub-Registrar of Assurance, Mumbai and admit execution of this agreement.

IN WITNESS WHEREOF all the parties to this agreement have put their respective hands and signature to this deed on the day and the year first hereinabove mentioned.

THE SCHEDULE ABOVE REFERRED TO:

Flat No.302 on the 3rd floor of `A` wing in the building known as Akurli Surya Kiran Co-operative Housing Society Ltd., situated at, Plot No. 8, RDP-3, MHADA Layout, Lokhandwala Township, Akurli Road, Kandivali (E), Mumbai 400101, area admeasuring 472 sq.ft. Built UpThe Building is constructed in the year 2009 consisting of Ground/stilt + 14 floors & is bearing CTS Nos.171/48/54, being at Village Akurli, Taluka Borivali within the Registration Sub District and District of Mumbai City Mumbai Suburban.

SIGNED AND DELIVERED by the within named)
'VENDORS')

MR. AMAGE ANGAD VITHALRAO)

PANNO.)

MRS. AMAGE SMITA ANGADRAO)

PANNO.)

In the presence of)

SIGNED SEALED AND DELIVERED)

by the within named " PURCHASERS")

MRS. SUNITA S. CHOWRI)

PANNO.ASVPG9435G)

MR. SURYANARAYAN HANUMANT CHOWRI)

PANNO.)

MR. HANUMANTA CHOWRI)

PANNO.)

in the presence of:.....

RECEIPT

RECEIVED from the PURCHASERS above named a sum of **Rs. 8,20,000/-**
(Rupees Eight Lakhs Twenty Thousands Only), being the part consideration
mentioned hereinabove **Flat No.302 on the 3rd floor of 'A' wing in the building**
known as Akurli Surya Kiran Co-operative Housing Society Ltd., situated at, Plot No. 8,

**RDP-3, MHADA Layout, Lokhandwala Township, Akurli Road, Kandivali (E), Mumbai
400101, area admeasuring 472 sq.ft. Built Up** as under:

Cheque No.	Date	Bank	Amount
251579	28.04.2023	Union Bank of India	1,00,000/-
		Union Bank of India	8,20,000/-
	TDS		80,000/-

Rs.10,00,000/-

WE SAY RECEIVED

MR. AMAGE ANGAD VITHALRAO

MRS. AMAGE SMITA ANGADRAO

WITNESSES: