

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai, on this _____ day of May, 2023.

BETWEEN

MR. RAJESH NILKANTH NAYAK aged: 52 years, an adult, Indian Inhabitant, having address at **Flat No. 204, 2nd Floor, L2-C in OAKLAND PARK Co-operative Housing Society Ltd., situated at Yamuna Nagar, Oshiwara, Andheri (West), Mumbai – 400 053**, hereinafter referred to as the “**TRANSFEROR**” (which expression it be repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns) of the ONE PART.

AND

MR. IMRAN ANWAR KAMAL MALIK aged: 36 years, an adult, Indian Inhabitant, having address at **Rahat Apts, A/1/11, 2nd Floor, Old Agra Road, Halaw Pool, Kurla (West), Mumbai – 400 070**, hereinafter referred to as the “**TRANSFeree**” (which expression unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns) of the SECOND PART.

WHEREAS the TRANSFEROR is the registered member of **OAKLAND PARK** Co-operative Housing Society Ltd., registered with Dy. Registrar of Societies at Mumbai, under the Maharashtra Co – Operative Societies Act' 1960, vide Registration No. **BOM / WKW / HSG (TC) 11391 Dated 5th Jan, 2002** (hereinafter referred to as “**SAID SOCIETY**”) and by virtue of being the member of the said society, he has been holding on ownership basis **Flat No. 204, 2nd Floor, L2-C in OAKLAND PARK Co-operative Housing Society Ltd., situated at Yamuna Nagar, Oshiwara, Andheri (West), Mumbai – 400 053, admeasuring 1010 sq. ft. Built-up Area, along with One Open Car Parking Space No. 45,** hereinafter referred to as “**SAID FLAT**”.

AND WHEREAS MR. A. MATHEW JAIN had purchased the said Flat from M/s. ROCKLINE CONSTRUCTION CO., a Sole Proprietary Firm of Mrs. Santoshkumari alias Sudeshkumari Agarwal, therein having office at R.N.A. House, Veer Nariman Road, Fort, Mumbai – 400 023., therein referred as “the PROMOTER”, vide Agreement vide Agreement dt. 4th day of February, 1992 and subsequently a Deed of Confirmation dt. 12th day of April, 1996 was executed by both the parties and the said Agreement dt. 4th day of February, 1992 was registered with Joint Sub Registrar, Andheri, MSD under Serial No. PBDR-1/299/96.

AND WHEREAS MRS. ASHA N. NAYAK & MR. RAJESH N. NAYAK had purchased the said Flat from MR. A. MATHEW JAIN vide Agreement for Sale dt. 27th day of October, 2008, registered with Joint Sub Registrar, Andheri-2, MSD under Serial No. BDR4-09717-2008 dt. 27th day of October, 2008 having Receipt No. 9782.

AND WHEREAS MRS. ASHA NILKANTH NAYAK has gifted her full 50% undivided share i.e. her entire undivided share in the rights, title and interest in the said Flat and shares to her Son MR. RAJESH NILKANTH NAYAK vide Gift Deed dt. 31st day of May, 2021, registered with Joint Sub Registrar, Andheri-5, MSD under Serial No. BDR16-4890-2021 dated 31st day of May, 2021 vide Receipt No. 5014 and as MR.

RAJESH NILKANTH NAYAK is the co-owner in the said Flat with MRS. ASHA NILKANTH NAYAK therefore MR. RAJESH NILKANTH NAYAK has 50% undivided share in the rights, title and interest in the said Flat and shares and as MRS. ASHA NILKANTH NAYAK has gifted her rights, title, interest and undivided shares of full 50% of the said Flat to MR. RAJESH NILKANTH NAYAK therefore MR. RAJESH NILKANTH NAYAK is 100% shareholder in the said Flat. AND WHEREAS after Society completing due formalities and after evidencing all the documents transferred 100% undivided share in the said Flat and shares in the name of MR. RAJESH NILKANTH NAYAK, and endorse the sole name of MR. RAJESH NILKANTH NAYAK in the Share Certificate vide Dated: 05.09.2021, making the TRANSFEROR MR. RAJESH NILKANTH NAYAK 100% shareholder in the said Flat with all the rights, title and interest alongwith shares. The TRANSFEROR had complied with all his obligations and since then he is in lawful occupation of the said flat as absolute owner thereof.

AND WHEREAS the TRANSFEROR is presently holding the said Flat admeasuring **1010 sq. ft. Built-up Area**, on Ownership Basis.

AND WHEREAS by virtue of being the member of the said Society viz. **OAKLAND PARK** Co-operative Housing Society Ltd., the Society has issued Share Certificate No. **045**, for 5 (Five) fully paid-up shares of Rs. 50/- each aggregating to total Rs. 250/- bearing distinctive nos. **231 to 235 (Both Inclusive)**.

AND WHEREAS the TRANSFEROR is absolutely seized and possessed off and well and sufficiently entitled to Said Flat and the Said Shares of the Society viz. **OAKLAND PARK CO – OPERATIVE HOUSING SOCIETY LTD.**

AND WHEREAS the TRANSFEROR has represented to the TRANSFEREE that he has been holding the Said Flat and the Said Shares as stated hereinabove and being the member of the said society, he is desirous of disposing off his rights, title and interest in

the Said Flat and the membership of the said Society and the TRANSFEREE herein has agreed to acquire all the right, title and interest of the TRANSFEROR in the Said Flat along with the Said Shares and the membership along with the deposits, sinking fund of the said society on the following terms and conditions:-

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

1. The TRANSFEROR hereby agrees to sell transfer and assign all his rights, title and interest in the said Flat being **Flat No. 204, 2nd Floor, L2-C in OAKLAND PARK Co-operative Housing Society Ltd., situated at Yamuna Nagar, Oshiwara, Andheri (West), Mumbai – 400 053, along with One Open Car Parking Space No. 45,** and the TRANSFEREE has agreed to acquire all his rights, title and interest in the Said Flat along with the Five shares and the membership of the Said Society.
2. The TRANSFEROR hereby agrees to transfer all his rights, title and interest in the Said Flat along with Five shares of the said society in Share Certificate No. **045,** bearing distinctive nos. from **231 to 235 (Both Inclusive),** pertaining to the use and occupation of the **Flat No. 204, 2nd Floor, L2-C in OAKLAND PARK Co-operative Housing Society Ltd., situated at Yamuna Nagar, Oshiwara, Andheri (West), Mumbai – 400 053, along with One Open Car Parking Space No. 45,** and the membership of the said society for a total consideration of **Rs. 2,15,00,000/- (Rupees Two Crores Fifteen Lakhs Only)** and the TRANSFEREE herein has agreed to acquire the same on payment of **Rs.2,15,00,000/- (Rupees Two Crores Fifteen Lakhs Only)** being the total consideration.
3. The TRANSFEROR hereby agrees to sell and transfer all his beneficial rights, title and interest in respect of said **Flat No. 204, 2nd Floor, L2-C in OAKLAND PARK Co-operative Housing Society Ltd., situated at Yamuna Nagar,**

Oshiwara, Andheri (West), Mumbai – 400 053, along with One Open Car Parking Space No. 45, for a total consideration of Rs. 2,15,00,000/- (Rupees Two Crores Fifteen Lakhs Only) being the total consideration payable as under:

Rs. _____/- Rupees _____ Only in which

- Rs. _____/- (Rupees _____ Only)

Being the Part Payment Consideration to be paid through Self Funds on or before execution of this Agreement for Sale &

- Rs. 2,15,000/- (Rupees Two Lakhs Fifteen Thousand Only)

Being 1% of the total consideration shall be deducted towards Tax Deducted at Source (TDS) under the Income Tax Act.

Rs. _____/- Rupees _____ Only

Being the full and final balance consideration to be paid through Housing Loan from Bank / Financial Institution or through Self Funds on or before _____, against handing over Vacant and Peaceful Possession of the said Flat with all Original Documents, all Original Agreements and Share Certificate, along with One Open Car Parking Space No. 45.

Total Rs. 2,15,00,000/- Rupees Two Crores Fifteen Lakhs Only

4. The TRANSFEROR hereby agrees to arrange N.O.C. required by Bank and No Dues Letter from the said Society i.e. **OAKLAND PARK** Co – Operative Housing Society Ltd. for the TRANSFEREE to obtain / acquire the said Flat and the said Shares of the Society through loan from bank and/or financial institution.

5. The TRANSFEROR shall deliver to the TRANSFEREE vacant and peaceful possession of the Said Flat alongwith the permanent fixtures and fittings, against the completion of the sale i.e. on receipt of the full and final consideration mentioned hereinabove.
6. The TRANSFEROR undertakes to pay and clear off the charges payable to the Society by way of Municipal Taxes and other Society outgoings / dues or any other dues of any nature whatsoever relating to the Said Flat up to the date of handing over the possession of the Said Flat to the TRANSFEREE.
7. The TRANSFEREE hereby agrees to pay all charges payable by way of Municipal Taxes, and other Society outgoings / dues relating to the Said Flat from the date of taking over the possession of the said Flat and hereby declares and confirms that he will abide by the rules and regulations and bye – laws of the society, without any reservation whatsoever.
8. The TRANSFEROR shall also pay and clear the Electricity and Tata Telecom Services / Adani Electricity Mumbai Ltd. / Tata Power Company Ltd. / M.T.N.L., Mumbai, Mahanagar Gas Ltd., bills relating to the Said Flat up to the date of handing over the possession of the Said Flat to the TRANSFEREE and hereby agree to keep the TRANSFEREE indemnified against any such claims that may be made by the abovesaid Society, Tata Telecom Services / Adani Electricity Mumbai Ltd. / Tata Power Company Ltd. / M.T.N.L., Mahanagar Gas Ltd., or any person/s and / or party / parties in respect of the said Flat for the above period at a later date in respect of the said Flat.
9. The TRANSFEROR hereby covenants with the TRANSFEREE that notwithstanding any act, deed, matter or thing whatsoever by the TRANSFEROR or any person or persons lawfully or equitably claiming by, from, through, under

or in trust for the TRANSFEROR made, done, committed, omitted or knowingly suffered to the contrary, the TRANSFEROR has in himself good right, full power and absolute authority to sell and convey the Said Flat and the Said Shares in favour of the TRANSFEREE and that his ownership thereof is valid and subsisting in law for all purposes and in all respects and that the TRANSFEROR has not done, committed or omitted to do any act, deed, matter or thing whereby the ownership of the Said Flat and the Said Shares may be rendered void or voidable for any reasons or on any count.

10. The TRANSFEROR hereby declares that:

- a) He is the absolute owner of the Said Flat and the Said Shares including the rights, title, interest and benefits attached thereto and no one else has any right, title or interest in the Said Flat and the Said Shares;
- b) The Said Flat and the Said Shares are not subject to any charge, encumbrance, liability, litigation, adverse claim or lis pendens and prior to the execution hereof the TRANSFEROR has not entered into any Agreement for Sale, Sale Deed, Lease, currently valid Leave and License, Tenancy, Mortgage or otherwise in respect of the Said Flat and the Said Shares;
- c) He has not done, committed or omitted to do any acts, deeds, things and matters whereby or by any reason whereof the TRANSFEROR is prevented or prohibited from dealing with, disposing off or transferring his right, title and interest in respect of the Said Flat and the Said Shares;
- d) The TRANSFEROR will at the request of the TRANSFEREE whenever required do and execute or cause to be done and execute all such acts, deeds, things and documents for more perfectly assuring the Said Flat and the Said Shares, and all the benefits attached thereto in favour of the TRANSFEREE;

- e) The Said Flat and the Said Shares are not attached either before or after the Judgment or at the instance of any Taxation Authorities or any Authorities and he has not given any undertaking to the Taxation Authorities so as not to deal with or dispose off his right in the Said Flat and the Said Shares and he is fully competent and entitled to sell, transfer and convey the Said Flat and the Said Shares to the TRANSFEREE;
 - f) There are no proceedings pending in any Court of Law touching or affecting the Said Flat and the Said Shares;
 - g) There are no insolvency proceedings pending or contemplated against the TRANSFEROR;
 - h) The title of the Said Flat and the Said Shares is clear, marketable and free from all encumbrances;
 - i) That there is no impediment or restraint or injunction against the TRANSFEROR in respect of the Said Flat and the Said Shares whereby he has been prevented from selling or transferring the Said Flat and the Said Shares to the TRANSFEREE.
 - j) The TRANSFEROR hereby confirms and agrees that currently there is no loan pending in respect of the said Flat and the said Shares and the TRANSFEROR has not mortgaged the said Flat and the said Shares;
 - k) Relying upon the aforesaid declarations and representations of the TRANSFEROR and believing the same to be true and correct, the TRANSFEREE has agreed to purchase and acquire the Said Flat and the Said Shares from the TRANSFEROR.
11. The sale shall be completed on receipt of the full and final consideration by the TRANSFEROR as provided in Clause 3 hereinabove against the TRANSFEROR handing over the peaceful and vacant possession of the Said Flat to the TRANSFEREE. Any further documents that may be required to be executed for more perfectly transferring the rights, title and interest in respect of the Said Flat

together with the benefits of the deposit money, sinking fund or any other deposits lying credited with the society / local authority in respect of the said Flat in favour of the TRANSFEREE shall be executed by the TRANSFEROR simultaneously with the receipt of full and final consideration and handing over possession of the said Flat.

12. On receiving full and final consideration the TRANSFEROR hereby relinquishes and surrenders all his rights, title and interest in the membership of the said Society, the Share Certificate and the Said Flat in favour of the TRANSFEREE forever.
13. On receiving full and final consideration the TRANSFEROR will hand over all his original documents, all original Agreements along with the Share Certificate pertaining to the said Flat to the TRANSFEREE.
14. The TRANSFEROR undertakes to execute any such documents, if any, required by the said society or any other authority or the TRANSFEREE for effectually transferring the Said Flat and the Said Shares unto the favour of the TRANSFEREE and the TRANSFEROR will also sign Society Transfer Forms which is required by the society for transferring the said flat and shares. However, in future, he undertakes to co-operate with the TRANSFEREE and will execute all such further papers / documents / writings whatsoever for the effective transfer of the Said Flat in the name of the TRANSFEREE.
15. Out of the said total consideration an amount of **Rs. 2,15,000/- (Rupees Two Lakhs Fifteen Thousand Only)** being 1% of the total consideration will be deducted by the TRANSFEREE as Tax Deduction at Source under the provisions of Section 194-I-A of the Income Tax Act, 1961. The TRANSFEREE will deposit this amount with Government of India and provide to the TRANSFEROR the

relevant Tax Deduction Certificates - TDS Challan and the Form 26QB (with the TRANSFEROR admitting that such a payment of **Rs.2,15,000/- (Rupees Two Lakhs Fifteen Thousand Only)** to the Government of India under the Income Tax Act, 1961 will form a part of the consideration for the said Flat).

16. The Society's transfer charges will be paid by the TRANSFEROR and the TRANSFEREE in equal proportion i.e. 50% each. However, the Stamp Duty and the Registration Charges on this Agreement for Sale will be borne and payable by the TRANSFEREE alone. The TRANSFEREE indemnifies the TRANSFEROR from any such claim laid in this respect.
17. The TRANSFEROR hereby agrees to indemnify and keep the TRANSFEREE indemnified, saved defended and harmless against all claims, demands, actions, proceedings, costs, charges and expenses that the TRANSFEREE may suffer or incur on account of any claim or demand made or raised by any person or persons claiming by, through or in trust for the TRANSFEROR in respect of the Said Flat and the Said Shares in relation to the period prior to the execution hereof. The TRANSFEROR shall at his own cost and expenses get such claim, if any, released to the satisfaction of the TRANSFEREE.
18. The TRANSFEROR hereby undertakes and declares that in case any nomination, assignment, lien or charge in respect of the Said Flat and the Said Shares have been made and / or created by the TRANSFEROR and / or any one claiming through them prior to this day, in favour of any person or persons other than the said TRANSFEREE, the same shall after the execution of THESE PRESENTS, be deemed to be null and void, in-operative, cancelled and deemed to be withdrawn and not binding upon the said society and / or the TRANSFEREE.

19. The TRANSFEROR hereby declares that no member either major or minor of the family has any right, title and interest in the said Shares and the said Flat in any manner whatsoever and that he is in exclusive use and / or occupation of the Said Flat in any manner whatsoever.
20. The TRANSFEROR hereby undertakes to execute any other documents, which may be required by the TRANSFEREE to make the title of the Said Flat complete and absolute without claiming any extra charges or compensation.
21. The TRANSFEROR also agrees and undertakes to co-operate with the TRANSFEREE and also to appear personally as and when required, for the Registration of this Agreement for Sale with the concerned authorities of Sub-Registrar of Assurances, Mumbai / Joint Sub-Registrar of Assurances, Mumbai.
22. The TRANSFEROR agrees to transfer Said Shares and his interest in the Said Flat to the TRANSFEREE and the TRANSFEREE is entitled to hold, possess, occupy and enjoy the Said Flat without any interruption from the TRANSFEROR or anyone else claiming through them. The TRANSFEROR hereby further declares that he has full right and absolute authority to enter into this Agreement for sale and transfer the Said Flat and that he has not done or performed any act, deed, matter or things whatsoever whereby he may be prevented from entering into this Agreement for Sale as purported to be done hereby or whereby the TRANSFEREE may be obstructed, prevented or hindered in enjoying the rights to be conferred or transferred or assigned in his favour or whereby quiet and peaceful enjoyment possession of the TRANSFEREE in respect of the Said Flat may be disturbed.
23. This Agreement for Sale has been executed in Mumbai, the payments are made in Mumbai and the Said Flat is situated in Mumbai, hence it is subject to jurisdiction of Mumbai's court of law.

SCHEDULE OF THE PROPERTY

ALL THAT Flat premises being Flat No. 204, 2nd Floor, L2-C in OAKLAND PARK Co-operative Housing Society Ltd., lying, being and situated at piece or parcel of land bearing C.T.S. No. 1 (part), Survey No. 41 (part), Village: Oshiwara, Taluka: Andheri, situated at Yamuna Nagar, Oshiwara, Andheri (West), Mumbai – 400 053, along with One Open Car Parking Space No. 45, in the Registration Sub-District and District of Mumbai City and Mumbai Suburban, within Greater Mumbai.

Year of Construction : _____
Type of Construction : R. C. C.
No. of floors : Stilt + 7 (Seven) Upper Floors (with Lift)
Area of flat : 1010 sq. ft. Built-up Area

IN WITNESS WHEREOF the parties hereto have put and subscribed their respective hands on the day and the year first hereinabove mentioned.

SIGNED AND DELIVERED by the)

withinnamed **TRANSFEROR**)

MR. RAJESH NILKANTH NAYAK)

PAN No. **ADPPN6943D**)

in presence of _____)

SIGNED AND DELIVERED by the)

withinnamed **TRANSFeree**)

MR. IMRAN ANWAR KAMAL MALIK)

PAN No. **AWYPM3997Q**)

in presence of _____)

RECEIPT

RECEIVED of and from the withinnamed TRANSFEREE,
MR. IMRAN ANWAR KAMAL MALIK, a sum of Rs. _____/- (Rupees
_____ Only) being the **Full & Final Balance**
Consideration for the sale and transfer of **Flat No. 204, 2nd Floor, L2-C in**
OAKLAND PARK Co-operative Housing Society Ltd., situated at Yamuna Nagar,
Oshiwara, Andheri (West), Mumbai – 400 053, along with One Open Car Parking
Space No. 45, towards handing over the actual possession of the said Flat along with
all original Agreements, Share Certificate and all original documents.

Sr. No.	Cheque / RTGS No.	Dated	Drawn on / Bank	Amount
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DD / Payorder No.

(Rupees _____ Only) Rs. _____/-

*Cheque subject to realisation

I SAY RECEIVED

MR. RAJESH NILKANTH NAYAK
TRANSFEROR

WITNESS:-

1. _____

2. _____