

AGREEMENT FOR SALE

AGREEMENT FOR SALE made and entered at Mumbai this ____ day of JUNE 2023 BETWEEN **MR. THIRUPATHI REDDY, Aged 44 years, AND MRS. RATHNAMALA REDDY, Aged 41 years, adult indian inhabitants, having address at FLAT NO. A-4, GANGA JYOTI CHS LIMITED, LINK ROAD, BANGUR NAGAR, GOREGAON WEST, MUMBAI - 400104,** hereinafter referred to as the “**TRANSFERORS/VENDORS**” (which expression shall unless it be repugnant to the context or contrary to the meaning thereof mean and include their heirs, executors, administrators and assigns) of the ONE PART

AND

MR. FELIO TEOGENES DSILVA, Aged 38 years, AND MRS. ABIGAIL MARIA FERREIRA, Aged ___ years, adult Indian Inhabitants, having Address at T1/9, SHEESH VINAY, BANGUR NAGAR, GOREGAON WEST, MUMBAI - 400104, hereinafter referred to as “**TRANSFEREES/PURCHASERS**” (which expression shall unless it be repugnant to the context or contrary to the meaning thereof mean and include their heirs, executors, administrators and assigns) of the SECOND PART:

WHEREAS:-

1. Pursuant to an Articles of Agreement dated 26/08/1991, duly registered with the Office of Sub registrar of Assurances under Serial No. PBBJ1/4613/1991, made and entered into between THE BOND COMPANY LIMITED; therein referred to as "the Builders" of the one Part, and MR. SHEKHAR POOJARY, therein referred to as "the PURCHASERS" of the other Part, the said M/s. THE BOND COMPANY LIMITED, agreed to sell and MR. SHEKHAR POOJARY agreed to purchase and accordingly purchased a residential premises bearing **FLAT NO. A-4 admeasuring about 57.15 sq. ft. Built up area on Ground floor, in the building to be known as GANGA JYOTI CHS LIMITED situated at PLOT NO. 17A, LINK ROAD, BANGUR NAGAR, GOREGAON WEST, MUMBAI - 400104** (hereinafter referred to as "the said Premises/ Flat") together with the ownership rights and all other rights, title, interest and benefits thereof, on the terms and conditions for the consideration more particularly mentioned in the Said Articles of Agreement dated 26/08/1991.

2. By an Agreement for Sale dated 11/03/1996 made and entered into between MR. SHEKHAR POOJARY, therein called "THE TRANSFEROR" of the one Part; and MRS. PUSHPA R. RATHI & MR. RADHESHYAM RATHI, therein called "THE TRANSFEREES" of the other Part; the TRANSFEROR therein MR. SHEKHAR POOJARY agreed to sell and MRS. PUSHPA R. RATHI & MR. RADHESHYAM RATHI agreed to purchase **FLAT NO. A-4 admeasuring about 57.15 sq. ft. Built up area on Ground floor, in the building to be known as GANGA JYOTI CHS LIMITED situated at PLOT NO. 17A, LINK ROAD, BANGUR NAGAR, GOREGAON WEST, MUMBAI - 400104**, together with all rights, title, interest, benefits and on the terms, conditions and for the consideration mentioned therein. The said Agreement for Sale dated 11/03/1996 was registered by Deed of Declaration dated 05/08/2010 in the office of the joint Sub Registrar, Borivali 4 under the serial no. BDR10-08007-2010 Dated 05/08/2010.

3. By an Agreement for Sale dated 08/10/2010 made and entered into between MRS. PUSHPA R. RATHI & MR. RADHESHYAM RATHI, therein called "THE VENDORS" of the one Part; and MR. THIRUPATHI REDDY AND MRS. RATHNAMALA REDDY, therein called "THE PURCHASERS" of the other Part;

the VENDORS therein MRS. PUSHPA R. RATHI & MR. RADHESHYAM RATHI agreed to sell and MR. THIRUPATHI REDDY AND MRS. RATHNAMALA REDDY agreed to purchase **FLAT NO. A-4 admeasuring about 57.15 sq. ft. Built up area on Ground floor, in the building to be known as GANGA JYOTI CHS LIMITED situated at PLOT NO. 17A, LINK ROAD, BANGUR NAGAR, GOREGAON WEST, MUMBAI - 400104**, together with all rights, title, interest, benefits and on the terms, conditions and for the consideration mentioned therein. The said Agreement for Sale dated 08/10/2010 is properly stamped and was lodged for Registration with the Office of the Sub-Registrar of Assurances Borivali-4, Mumbai Suburban District at BDR10/09929/2010 dated 08/10/2010.

4. MR. THIRUPATHI REDDY AND MRS. RATHNAMALA REDDY have paid to MRS. PUSHPA R. RATHI & MR. RADHESHYAM RATHI, the entire agreed consideration for the said flat in terms of the said Agreement for Sale dated 08/10/2010 and were put in vacant possession of the said flat.

5. THE TRANSFERORS are the bonafide and registered members of "GANGA JYOTI CO-OPERATIVE HOUSING SOCIETY LIMITED" a society formed and registered under the Maharashtra Co-operative Societies Act 1960 vide Registration No. BOM/WP/HSG/TC/6011/1992, hereinafter referred to as the "SAID SOCIETY" and by virtue of membership of the said society "THE TRANSFERORS" are holding five fully paid shares of Rs.50/- each bearing distinctive Nos. from 011 to 015 (both inclusive) issued under Share Certificate No. 3 by the said society hereinafter referred to as the ("SAID SHARES").

6. "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 any notice of expulsion from the membership of the said Society or any other notice restraining them from transferring the said Flat and the said shares.

7. The VENDORS "hereby declare that there is no prohibitory order by any government and / or local authority or injunction by any court restraining them from handing over and / or transferring the said flat. THE VENDORS further declare that no attachment has been levied on the said flat.

8. In the manner aforesaid, MR. THIRUPATHI REDDY AND MRS. RATHNAMALA REDDY, the VENDORS herein are the absolute and exclusive owners, fully seized, possessed of and well sufficiently entitled to ownership of **FLAT NO. A-4 admeasuring about 57.15 sq. ft. Built up area on Ground floor, in the building to be known as GANGA JYOTI CHS LIMITED situated at PLOT NO. 17A, LINK ROAD, BANGUR NAGAR, GOREGAON WEST, MUMBAI - 400104.**

9. In consequence of the membership of the said Society, the VENDORS are entitled to use, enjoy, occupy and possess the Said Premises on what is popularly known as "Ownership basis".

10. The VENDORS herein MR. THIRUPATHI REDDY AND MRS. RATHNAMALA REDDY had obtained a Loan from **THE STATE BANK OF INDIA** and the said flat is presently mortgaged with the said **THE STATE BANK OF INDIA** and bearing loan Account No. _____ and outstanding loan **Rs.73,00,000/- (RUPEES SEVENTY THREE LAKH ONLY)** is being fully repaid by THE TRANSFEREES/PURCHASERS herein, MR. FELIO TEOGENES DSILVA AND MRS. ABIGAIL MARIA FERREIRA AND WHEREAS the parties hereto are desirous of recording the terms and conditions of this agreement for sale in writing.

AND WHEREAS TRANSFERORS/VENDORS in their capacity as owners and occupiers of the said Flat have agreed to sell to the said TRANSFEREES/PURCHASERS and TRANSFEREES/PURCHASERS have agreed to purchase and take over and acquire from the TRANSFERORS/VENDORS, the said Flat together with all singular benefits, rights, interests, appurtenants, thereto and attached there with fixtures, fittings, lying therein sinking fund, building repair fund etc. and meant for more beneficial enjoyments of the said Flat

hereto on the terms and conditions and covenants be reduced to writing as follows :-

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The VENDORS hereby agree, declare and confirm that what is recited hereinabove in respect of the said Flat and the said shares shall be treated as representations and irrevocable declarations on their part as if the same are reproduced herein in verbatim and form part of this clause. The VENDORS hereby confirm that the PURCHASERS have agreed to purchase the said flat relying upon the correctness of the declarations and representations made by the VENDORS in these presents.

2. "THE TRANSFERORS/VENDORS" have agreed to sell, transfer and assign to "THE TRANSFEREES/PURCHASERS" and "THE TRANSFEREES/PURCHASERS" have agreed to purchase and acquire the said **FLAT NO. A-4 admeasuring about 57.15 sq. ft. Built up area on Ground floor, in the building to be known as GANGA JYOTI CHS LIMITED situated at PLOT NO. 17A, LINK ROAD, BANGUR NAGAR, GOREGAON WEST, MUMBAI - 400104,** together with all rights, title, interest, benefits, sinking fund amount, shares etc. at the lump sum price or consideration amount of **Rs.1,20,00,000/- (RUPEES ONE CRORE TWENTY LAKH ONLY).**

3. " THE TRANSFEREES/PURCHASERS" have paid to "THE TRANSFERORS/VENDORS" the sum of **Rs.5,00,000/- (RUPEES FIVE LAKH ONLY),** as per the details mentioned in the receipt hereafter written, being token cum earnest money (the payment and the receipt whereof " THE TRANSFERORS/VENDORS " doth hereby admit and acknowledge).

4. " THE TRANSFEREES/PURCHASERS" have agreed to pay to "THE TRANSFERORS/VENDORS" the sum of **Rs.18,80,000/- (RUPEES EIGHTEEN LAKH EIGHTY THOUSAND ONLY), on or before registration of this agreement,** as per the details mentioned in the receipt hereafter written, being part consideration amount, (the payment and the receipt whereof " THE TRANSFERORS/VENDORS " doth hereby admit and acknowledge).

5. It has been agreed upon by both the parties that THE TRANSFEREES/PURCHASERS shall deduct the TDS of 1% i.e. **Rs.1,20,000/- (RUPEES ONE LAKH TWENTY THOUSAND ONLY)** of the Total consideration i.e. **Rs.1,20,00,000/- (RUPEES ONE CRORE TWENTY LAKH ONLY)** and agrees to issue a TDS Certificate on the date of registration of this agreement, being the TDS of "THE TRANSFERORS/VENDORS " which is to be deducted by "THE TRANSFEREES/PURCHASERS ", as per the Finance Bill 2013 with section 194-IA providing for TDS @ 1% of the total consideration, to be deducted by "THE TRANSFEREES/PURCHASERS ,".

6. "THE TRANSFEREES" agrees to pay to "THE TRANSFERORS" the Balance and Final Consideration amount of **Rs.95,00,000/- (RUPEES NINETY FIVE LAKH ONLY)** by taking Loan from any financial institution/Bank or via personal funding within **on or before 31st July 2023** and same will be paid **as follow :**

a) Approximately **Rs.73,00,000/- (RUPEES SEVENTY THREE LAKH ONLY)** will be paid towards the balance amount payable to THE **STATE BANK OF INDIA** on behalf of "THE TRANSFERORS" towards Settlement of entire outstanding loan taken by "THE TRANSFERORS" and this payment shall be part of total consideration i.e. **Rs.1,20,00,000/- (RUPEES ONE CRORE TWENTY LAKH ONLY)**.

b) Balance & final Consideration of Approximately **Rs.22,00,000/- (RUPEES TWENTY TWO LAKH ONLY)** will be paid to THE TRANSFERORS.

7. The TRANSFERORS shall handover to the TRANSFEREES the Original No-Lien Letter/Certificate from THE STATE BANK OF INDIA thereby stating the loan has been completely repaid and the said Flat is released from the charge/mortgage of THE STATE BANK OF INDIA.

8. In performing their part of the agreement both the parties shall be entitled to specific performance of this Agreement together with right to claim costs, charges and expenses and losses from the other.

9. It has been expressly agreed by the parties herein, that the time is the essence of the Agreement.

10. On receipt of full and final payment, " THE TRANSFEREES" are entitled to become the members of the said society and also agreed to abide by the Rules, Regulations and Bye-laws of the said Society.

11. " THE TRANSFERORS " agree and undertake to sign and execute all acts and deeds including Sale Deed, Affidavits, Declarations, Undertakings, etc. in respect of the said Flat in favour of " THE TRANSFEREES" and/or in favour of the said Society and/or in favour of other Government/Semi-Govt. authorities for effective transfer of the said Flat and all incidentals thereof in the names of " THE TRANSFEREES".

12. On receipt of full and final payment, " THE TRANSFERORS " have agreed and undertake to get the said Flat transferred in the records of the Society in the names of " THE TRANSFEREES", Society Transfer charges to the society shall be borne equally by both the parties.

13. " THE TRANSFERORS " shall hand over to " THE TRANSFEREES" all the original papers and documents pertaining to the said Flat at the time of receiving and realization of balance and final payment of consideration amount.

14. "THE TRANSFERORS" have agreed to pay Society's dues, arrears and outgoings like Maintenance Charges, Municipal Taxes, Water Charges, Electricity Charges, Funds etc. pertaining to the said Flat till the date of possession of the said Flat and thereafter such charges will be paid by "THE TRANSFEREES" and both the parties shall keep indemnified each other in this respect.

15. The TRANSFERORS hereby agrees and undertakes to indemnify the TRANSFEREES and keep the TRANSFEREES indemnified regarding any claim, demand, liabilities, expenses, litigations, charge, lien, proceedings, damage, cost or loss etc. pertaining to any period prior to the transfer of the said Flat and the said shares in the names of the TRANSFEREES.

16. THE TRANSFERORS shall obtain the necessary permission from the said society for transfer of their rights, title, claim, interest and benefits whatsoever enjoyed by the TRANSFERORS including the Shares, Deposits if any, in favour of the TRANSFEREES. The TRANSFERORS undertakes to assist and co-operate to execute, produce, procure and/or cause to be executed, produced or procured any documents and/or writings, whatsoever for further assuring in law and for more perfectly transferring all rights, title, and benefits of the TRANSFERORS in respect of the said Flat unto the TRANSFEREES for exclusive use of TRANSFEREES thereof, as aforesaid.

17. That the TRANSFERORS/VENDORS have duly completed and have observed and performed with all the Rules, Regulations and bye-laws of the said Society and that the TRANSFERORS/VENDORS have neither received any notice from the said Society for or in relation to any breach of any of the Rules, Regulation and bye-laws of the said Society nor is/are there any actions or proceedings pending against the TRANSFERORS/VENDORS instituted by the said Society in respect of the said Flat including any notice or action for expulsion or termination of the TRANSFERORS/VENDORS of the said Society.

18. The TRANSFERORS/ VENDORS have represented to the TRANSFEREES/ PURCHASERS they have given the necessary notice of intention to the said Society for selling and dispose of the said Flat, as per the bye-laws of the said Society.

19. The TRANSFERORS/VENDORS shall obtain N.O.C. from the Society for the transfer of the said flat in favour of TRANSFEREES/PURCHASERS and

will handover it to the TRANSFEREES/PURCHASERS on the day of the execution of this agreement.

20. The TRANSFERORS/VENDORS hereby agrees to transfer all their rights, title, benefit and interest together with the right of occupation and possession of the said flat in favour of the TRANSFEREES/PURCHASERS on receipt of full and final payment.

21. The TRANSFERORS/VENDORS hereby agrees to hand over the vacant, peaceful and complete possession of the said flat to the TRANSFEREES/PURCHASERS on receipt of the full and final payment from the TRANSFEREES/PURCHASERS with all keys, both original and duplicate of all the doors thereof delivering the said Flat along with all the Original Title Deeds, other related documents along with Latest Electric Bill duly paid, Latest Maintenance Bill duly paid, to the TRANSFEREES/PURCHASERS in respect of the said Flat.

22. On receipt of full and final payment, the TRANSFERORS/VENDORS hereby agrees to surrender, relinquish and release their right, title, interest, benefit and claims in respect of the said flat in favour of the TRANSFEREES/PURCHASERS and TRANSFERORS/VENDORS undertakes not to claim any such right, title, interest, benefit in respect of the said flat in future.

23. On receipt of full and final payment, the TRANSFERORS/VENDORS hereby agree and declare that thereafter the TRANSFEREES/PURCHASERS shall become the full and complete owners in all respect of the said flat and the TRANSFERORS/VENDORS or their legal heirs or administrators or any assigns shall never interfere with the TRANSFEREES/PURCHASERS in respect of the said Flat.

24. The TRANSFERORS/VENDORS hereby agrees to transfer Electric/Meter/s connection, Mahanagar gas connection or such other connection or facilities together with deposit amount of the said Flat

standing on their names in the names of TRANSFEREES/PURCHASERS free of any cost or charges.

25. The TRANSFERORS/VENDORS hereby agrees to handover peaceful, vacant and physical possession of the said Flat to the TRANSFEREES/PURCHASERS on the day the balance amount is paid.

26. Income Tax Permanent Account Number (PAN) of the parties are as follows :-

TRANSFERORS/VENDORS	MR. THIRUPATHI REDDY MRS. RATHNAMALA REDDY	AGJPR3635D ASXPR7130B
TRANSFEREES/PURCHASERS	MR. FELIO TEOGENES DSILVA MRS. ABIGAIL MARIA FERREIRA	AJXPD9502A

27. " THE TRANSFEREES" shall pay the necessary stamp duty and registration charges as applicable by the concerned Government authority on this Agreement.

28. THE TRANSFERORS shall pay the necessary stamp duty and other liabilities of previous Agreements (if any) as applicable by the concerned Government authority and THE TRANSFERORS shall keep indemnified THE TRANSFEREES in this respect.

29. This Agreement shall always be subject to the provisions contained in the **Maharashtra Ownership Flat Act, 1963 and the Maharashtra Ownership Flat Rules, 1964.**

30. THE TRANSFERORS shall co-operate with THE TRANSFEREES as an when any documents required for the Loan purpose and obtain a "No Objection Certificate" from the Society on Financial Institution / Bank Format.

31. This agreement has been executed at Mumbai, the property is situated at Mumbai and the payment is made at Mumbai, hence it is subject to the jurisdiction of the courts of law at Mumbai.

SCHEDULE

FLAT NO. A-4 admeasuring about 57.15 sq. ft. Built up area on Ground floor, in the building to be known as GANGA JYOTI CHS LIMITED situated at PLOT NO. 17A, LINK ROAD, BANGUR NAGAR, GOREGAON WEST, MUMBAI - 400104, constructed on all that the pieces or parcels of land bearing CTS NO. 1/A/151 of Village Pahadi Goregaon (West), Taluka: BORIVALI, Mumbai Suburban District; TOGETHER WITH all other rights, title and interest in common areas and facilities and amenities presently made available and to be made available hereinafter TOGETHER WITH Five (05) fully paid up shares each of Rs.50/- bearing distinctive shares nos. 011 to 015 (both inclusive) vide share certificate no. 3 in the share capital of the said society AND TOGETHER WITH electricity connection & Gas connection installed therein.

IN WITNESS WHEREOF the parties hereto have hereunto act and subscribed their respective hands and seals the date and year first hereinabove written.

SIGNED, SEALED AND DELIVERED)
by the within named the TRANSFERORS/VENDORS)
MR. THIRUPATHI REDDY

MRS. RATHNAMALA REDDY)

in the presence of

- 1.
- 2.

SIGNED, SEALED AND DELIVERED)
by the within named the TRANSFEREES/PURCHASERS)

MR. FELIO TEOGENES DSILVA

MRS. ABIGAIL MARIA FERREIRA)

in the presence of

- 1.
- 2.

R E C E I P T

Received of and from the within named Flat TRANSFEREES MR. FELIO TEOGENES DSILVA AND MRS. ABIGAIL MARIA FERREIRA the sum of **Rs.23,80,000/- (RUPEES TWENTY THREE LAKH EIGHTY THOUSAND ONLY)** towards the part payment of consideration towards the sale of the said **FLAT NO. A-4 admeasuring about 57.15 sq. ft. Built up area on Ground floor, in the building to be known as GANGA JYOTI CHS LIMITED situated at PLOT NO. 17A, LINK ROAD, BANGUR NAGAR, GOREGAON WEST, MUMBAI - 400104, as follows: -**

The details of payments are as under :-

Date	Cheque/Pay Order/UTR/Ref No.	Drawn on	Amount Rs.
22/05/2023	257492	Deutsche bank	5,00,000/-
30/05/2023	257493	Deutsche bank	5,00,000/-

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WE SAY RECEIVED

MR. THIRUPATHI REDDY AND MRS. RATHNAMALA REDDY

WITNESSES:

- 1.
- 2.