

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT FOR SALE is made and entered into at _____,
this ___ day of _____ 2023

BETWEEN

Mrs. Nancy Richard Raj (AWJPR6784M) and Mr. Richard Paul Raj (ADYPR6732R) both Adult, Indian Inhabitants having address at Flat no113, B Wing, Pranik Garden, Near HDFC Bank, Mahavir Nagar, Kandivali West, Mumbai 400067 called the “VENDOR/SELLER and hereinafter for brevity sake referred to as the “TRANSFEROR” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his legal heirs, executors, legal representatives, administrators, successors and assigns) of the FIRST PART.

AND

Mr. Kamlesh Ramjibhai Satikuvar (PAN ___) and Mr. Piyush Kamlesh Satikuvar (PAN FLPPS7615G) both Adult, Indian Inhabitants having address at A201, Shyam Kunj CHS, Borasapada Road, Mahavir Nagar, Kandivali West, Mumbai 400067 called the “VENDEE/PURCHASER” and hereinafter for brevity sake referred to as the “TRANSFEREE” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his legal heirs, executors, legal representatives, administrators, successors and assigns) of the SECOND PART.

WHEREAS, The Transferor had purchased the SAID FLAT along with all rights; title and interest vide an Agreement for Sale Dated 31st March, 2021 entered between M/S. Patel Associate A/c Jay Sonal, a Registered Partnership Firm duly registered under the provisions of the Indian Partnership Act, having its registered number No as R-53987/657/1302/9/12 through its partners Mr. Purshottam K. Patel and Mr. Harshad P. Patel carrying on business at 9, Groud floor, Kamalavan CHS Ltd, M. G. Road, Dahanukar Wadi, Kandivali West, Mumbai 400067, referred to as “the Promoter” therein and Mrs. Nancy Richard Raj along with Mr. Richard Paul Raj referred to as” the Purchaser” therein and the said Promoters agreed to sell to Mrs. Nancy Richard Raj along with Mr. Richard Paul Raj and Mrs. Nancy Richard Raj along with Mr. Richard Paul Raj agreed to purchase from the Promoters the SAID FLAT being **FLAT NO.1304**

admeasuring area 534 RERA Carpet ON THE THIRTEENTH FLOOR OF BUILDING KNOWN AS “JAY SONAL” situated at Sarojini Naidu Road, Near Mayur Cinema, Kandivali West, Mumbai 400067 (here referred to as the “SAID FLAT”) at the price and on the terms and conditions mentions therein on the land more particularly described in **SCHEDULE** written hereunder

AND the said Original Agreement for Sale Dated 31st March, 2021 with M/S. Patel Associate A/c Jay Sonal lodged for registration at the office of the Sub-Registrar of Assurances at Kandivali under No. _____ on _____ AND Mrs. Nancy Richard Raj along with Mr. Richard Paul Raj had paid entire purchase price of the SAID FLAT to the said M/S. Patel Associate A/c Jay Sonal as per the Agreement recited herein before and the said M/S. Patel Associate A/c Jay Sonal admitted and confirmed that no amount is due and payable by Mrs. Nancy Richard Raj along with Mr. Richard Paul Raj herein in respect of purchase of the SAID FLAT and Mrs. Nancy Richard Raj along with Mr. Richard Paul Raj herein had taken actual possession of the SAID FLAT.

WHEREAS, the TRANSFEROR is, the legal, lawful and absolute owner of FLAT NO.1304 admeasuring area 534 RERA Carpet ON THE THIRTEENTH FLOOR OF BUILDING KNOWN AS “JAY SONAL” situated at Sarojini Naidu Road, Near Mayur Cinema, Kandivali West, Mumbai 400067

AND, the TRANSFEROR is legal and lawful member of JAY SONAL CHS LTD., hereinafter for brevity sake referred to as the SAID SOCIETY of premises in the building referred to herein above and registered under the provision of MAHARASHTRA CO-OPERATIVE SOCIETIES ACT, 1960 under No. TNA/(TNA)/HSG/(TC)/_____/Dt:_____ with its registered office at the same building, and WHEREAS such member is registered shareholder, holding Shares Certificate No.50/Dt:20/03/2023 of Ten fully paid up shares of Rs.50/- each, bearing distinctive no. from 491 to 500 (both inclusive) for the total face values of Rs.500/- of the said society standing in his name AND whereas such member and share holder, the TRANSFEROR has full rights, title, share, interest and possession of the SAID FLAT in the said society's building.

AND, the TRANSFEREE approached to the TRANSFEROR with an intention to purchase the SAID FLAT and after various meetings and negotiations between both the parties, the TRANSFEROR has agreed to sell, transfer and assign to the TRANSFEREE and the TRANSFEREE has agreed to purchase, acquire from the TRANSFEROR, the SAID FLAT being FLAT NO.1304 admeasuring area 534 RERA Carpet ON THE THIRTEENTH FLOOR OF BUILDING KNOWN AS “JAY SONAL” situated at Sarojini Naidu Road, Near Mayur Cinema, Kandivali West, Mumbai 400067 the

fixtures, fittings and amenities provided therein by the builders for the *Agreed Consideration* of **RS.1,40,00,000/= (RUPEES ONE CRORE FORTY LAKHS ONLY)** and the parties hereto are desirous of executing this Agreement for Sale in respect thereof.

AND, the TRANSFEREE is desirous of acquiring the rights, title and interest of the SAID FLAT with all deposits and contributions made by the TRANSFEROR with various local authorities including Adani Electricity Mumbai Ltd./Tata Power Company Ltd., for the beneficial, enjoyment and occupation of the SAID FLAT.

AND, the TRANSFEROR has agreed to sell, assign and transfer to the TRANSFEREE all the said shares and rights of the SAID FLAT and handover vacant possession of the SAID FLAT to the TRANSFEREE at and for the *Agreed Consideration* of **RS.1,40,00,000/= (RUPEES ONE CRORE FORTY LAKHS ONLY)** with all deposits and contributions made by the TRANSFEROR either through the builders or the Society with various local authorities including Adani Electricity Mumbai Ltd., for the beneficial, enjoyment and occupation of the SAID FLAT.

AND, the TRANSFEREE has agreed to purchase the said shares and rights of the SAID FLAT with all deposits and benefits thereof at and for the Total Consideration as previously mentioned and to get the membership and the said shares transferred in his name with permanent right of use and occupation of the SAID FLAT.

NOW THIS AGREEMENT WITNESSETH AND HEREBY MUTUALLY AGREED, DECLARED, CONFIRMED, AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1) The TRANSFEROR shall sell, assign and transfer all the said shares and rights of the SAID FLAT with all deposits and benefits thereof to the TRANSFEREE at and for the *Agreed Consideration* of **RS.1,40,00,000/= (RUPEES ONE CRORE FORTY LAKHS ONLY)** and the TRANSFEREE shall pay to the TRANSFEROR the entire amount of Agreed Consideration in the following manners:

RS. _____ -/= the TRANSFEREES hereby paid to the TRANSFEROR on
/or before execution hereof as and by way of Part Payment
of Agreed Consideration

RS. _____ -/= the TRANSFEREES shall pay towards 1% TDS of the
Agreed Consideration as statutory deduction u/s 194IA
of Income Tax Act, 1961 and Rules made there under

RS. _____ /=the TRANSFEREES shall pay to the TRANSFEROR on/or
before _____ as and by way of Full & Final Payment of

Agreed Consideration through Housing Loan Scheme of
Any Banks or Financial Institutions or Any Other Sources

The TRANSFEROR hereby admit and acknowledge to have received the said sum of **RS. _____/(RUPEES _____ ONLY)** being Part Payment out of Agreed Consideration and the TRANSFEROR shall acquit, release and discharge every part thereof to the TRANSFEREES forever only on receipt of the Balance Amount of Agreed Consideration as mentioned hereinabove.

2) The TRANSFEROR declares that all the amounts pertaining to the SAID FLAT and the said shares are fully paid up and no dues of any nature whatsoever in respect thereof, is payable to the said Builders or the said society and also agrees and undertakes to pay all dues, if any, to the said society or any other authorities including the deficiency in payment of stamp duty, registration charges, municipal taxes, electricity charges, water charges or any penalty thereof for the period until possession of the SAID FLAT is handed over to the TRANSFEREE.

3) The TRANSFEROR declares that he has obtained necessary permission from the said society, as required under the Rule 38(a) of the Bye-Laws of the said society, to transfer all his rights, title and interest in respect of the SAID FLAT, including shares and deposits in favor of the TRANSFEREE, and agrees and undertakes to co-operate and assist with the TRANSFEREE perfectly and effectively transferring the SAID FLAT with all benefits thereof unto the TRANSFEREE.

4) The TRANSFEROR declares that he has full right, absolute power and authority to sell, assign and transfer to the TRANSFEREE all his rights, title and interest in respect of the SAID FLAT and that no other person or persons has/have any right, title, interest or claim or demand of any nature whatsoever into over upon the SAID FLAT or any part thereof either by way of Sale, Exchange, Mortgage, Gift, Trust, Lien or Tenancy or Otherwise over the SAID FLAT and the SAID FLAT is absolutely free from all attachments and encumbrances beyond reasonable doubts and hereby agrees and undertakes to indemnify and keep indemnified to the TRANSFEREE against all such Acts, Actions, Claims, Demands, Proceedings, Costs And Expenses arising from any third person or persons relating to the SAID FLAT.

5) The TRANSFEROR hereby agrees and undertakes that immediately on receipt of the Balance Amount of Agreed Consideration as mentioned in clause-(1) herein he shall handover peaceful vacant possession of the SAID FLAT to the TRANSFEREE along with all relevant documents including Original Chain of Agreements for Sale, Bills, Receipts, Vouchers, Correspondences etc., standing in his name.

6) The TRANSFEROR declares that on and after execution hereof and/or on receipt of Balance Amount of Agreed Consideration and/or on given possession of the SAID FLAT to the TRANSFEREE, thereafter the TRANSFEREE shall be exclusive owner of the rights, title and interest in respect of the SAID FLAT which the TRANSFEROR has in the SAID FLAT and then the TRANSFEREE shall peacefully hold possess, occupy and enjoy the SAID FLAT without any let, hindrance, denial, demand, interruption, eviction or claim by the TRANSFEROR or any other person or persons lawfully or equitably claiming through under or in trust of the TRANSFEROR.

7) The TRANSFEROR hereby agrees and undertakes to execute all further Agreements, Conveyance, Affidavits, Undertakings and Forms etc., in favor of the said Society/Builder for perfectly and effectively transferring the SAID FLAT with all benefits thereof including all amount standing to the credits of the TRANSFEROR in the records of the said society/builder towards Deposits, Loan Stock Bonds, Sinking Funds, Dividend etc., unto the TRANSFEREE.

8) This Agreement has been concluded between the parties hereto on the basis of the representation of the TRANSFEROR that his Agreement with his Predecessors for purchase of the SAID FLAT and his membership with the said society is valid and subsisting and no notice of requisition or acquisition of the SAID FLAT or termination of membership has been received by him. The TRANSFEREE declares that he has inspected all the documents in respect of the SAID FLAT and fully satisfied thereof.

9) All expenses incidental to this Agreement including Cost of Agreement, Stamp Duty, Registration Fees & Charges, Legal Expenses etc., if any payable on this agreement shall be borne and paid by the TRANSFEREE, who shall also observe and perform all stipulations and rules laid down by the Co-operative Housing Society Limited in relation to the occupation and use of the SAID FLAT in the Society and shall pay and contribute regularly and punctually towards the Maintenance, Taxes, Expenses or other outgoings in respect of the SAID FLAT as and when due from the date of possession.

10) This Agreement for Sale executed subject to the provisions of the Maharashtra Ownership Flat Act, 1963 and subject to the Rules and Regulations of the Co-operative Housing Societies governed by the Maharashtra Co-operative Societies Act, 1961

11) The Transfer Fees payable to the said society on this Agreement shall be borne and paid equally by the TRANSFEROR AND the TRANSFEREE. In addition, the TRANSFEROR shall obtain NO OBJECTION CERTIFICATE in favor of the TRANSFEREE at the earliest.

THE SCHEDULE OF THE PREMISES REFERRED TO ABOVE

Residential Premises being **FLAT NO.1304** admeasuring area **534 RERA Carpet**
ON THE THIRTEENTH FLOOR OF BUILDING KNOWN AS “JAY SONAL”
situated at Sarojini Naidu Road, Near Mayur Cinema, Kandivali West, Mumbai
400067 ON ALL THAT PIECE or parcel of land or ground lying being and situate at
Village _____ and Taluka and District of _____ within the limits of
_____ Municipal Corporation and in the Registration district and Sub-district of
_____ and bearing **Survey No.** _____

BUILDING COMPRISES GROUND + 16 UPPER FLOORS.

**IN WITNESS WHEREOF THE TRANSFEROR AND THE TRANSFEREE
HERETO AND HEREUNTO SET AND SUBSCRIBED, THEIR RESPECTIVE
HANDS TO THESE PRESENTS ON THE DAY, MONTH AND THE YEAR
FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING
WITNESSES:**

SIGNED & DELIVERED by the within named

The VENDOR/SELLER/TRANSFEROR

Mrs. Nancy Richard Raj) _____

Mr. Richard Paul Raj) _____

In the presence of _____

SIGNED & DELIVERED by the within named

The VENDEE/PURCHASER/TRANSFEREE

Mr. Kamlesh Satikuvar) _____

Mr. Piyush Satikuvar) _____

In the presence of _____