

AGREEMENT OF SALE

ARTICLES OF THIS AGREEMENT is made and entered into at Thane on this ____ day of July, **2023**.

BETWEEN

(1) MR.ATUL ARVIND BHIDE, (PAN AAGPB8779B), (Aadhar Card No.6729 2076 0279), age 57 years, **(2) MRS.YASHODHARA ATUL BHIDE** (PAN BASPS4835C), (Aadhar Card No.7952 6319 6394), age 53 years, both residing at Flat No.C-2/603, Flamingo, Neelkanth Greens, Behind Happy Vally, Manpada, Thane- (W) 400610 (hereinafter referred to as **"THE TRANSFERORS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators, assigns, etc.]) **THE PARTY OF THE FIRST PART.**

A N D

(1) MR.SAGAR SUHAS DANI (PAN BKXPD3826P), age 28 Years, (Aadhar Card No.7176 7846 2590) **(2) Ms.SHREEYA ATUL SOMAN** (@Mrs.SHREEYA SAGAR DANI, (PAN EPWPS0702A) (Aadhar Card No.5873 2583 3376) age 28 Years, both presently residing at Flat No.503, 5th Floor, Govind Dham, Old Mumbai Puna Road, Kalwa (West), Thane 400605, hereinafter called **"THE TRANSFEREES"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators, assigns, etc.]) **THE PARTY OF THE SECOND PART.**

WHEREAS "HIGHWAY-DARSHAN CO-OPERATIVE HOUSING SOCIETY LTD., bearing Regn. No.TNA/HSG/650/1975 (hereinafter referred to as the **"SAID SOCIETY"**) is a registered co-operative housing society duly registered with the Office of the Dy.Registrar, Co-operative Societies, Thane City, Thane, on 18.09.1975, as per the provisions of the

Maharashtra the absolute and lawful owner of and well seized and possessed of all that piece and parcel of land bearing Survey No.99/2, 98/3, 100/1 & 97, now corresponding to Plot of land bearing **Final Plot No.156 of TPS No.1**, lying, being and situated at the Junction of Express Highway & Bombay Agra Road, Mohanji Sunderji Road, Revenue Village Panchpakhadi, Thane (W) 400602, within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane (hereinafter referred to as the "**SAID PROPERTY**");

AND WHEREAS one Smt.Meena Kumar Ahuja, was one of the bona fide member of the Said Society holding 65 shares of Rs.50/- each of the said Society bearing Distinctive numbers from 466 to 470 (both inclusive) & 1031 to 1090 (both inclusive) under share certificate Nos.92 & 108 respectively (hereinafter referred to as the "**SAID SHARES**");

AND WHEREAS the Members of the Said Society, including the said Smt.Meena Kumar Ahuja had engaged the services of M/s._____ for carrying out the construction of a multi-storied building on the Said Property, as per the plans and specifications so sanctioned by the then local authority viz. Thane Municipal Council, and as per Commencement Certificate No.304 dated 27.03.1976;

AND WHEREAS the Members of the Society, including the said Smt.Meena Kumar Ahuja, had contributed various sums and amounts for the purpose of construction of the building of the Society on the Said Property;

AND WHEREAS the construction of the building of the Society was completed in the year 1981 and the Thane Municipal Council issued Occupation Certificate V.P. 86 on 22.05.1981;

AND WHEREAS after completion of the construction of the building on the Said Property, the Society allotted **Flat No.28**, admeasuring **650 Sq.Ft. [Built-up] on the 5th Floor of A-Wing of the Building of the Society named Highway Darshan"**, constructed on the Plot of land bearing Survey No.99/2, 98/3, 100/1 & 97, now corresponding to **Final Plot No.156 of TPS No.1**, lying, being and situated at the Junction of Express Highway & Bombay Agra Road, Mohanji Sunderji Road, Revenue Village Panchpakhadi, Thane (W) 400602, now within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane (which premises hereinafter referred to as the "**SAID PREMISES**") and which is more particularly described in the Schedule hereunder written;

AND WHEREAS the said Smt.Meena Kumar Ahuja, after having been put into the actual and physical possession of the Said Premises, was enjoying the said Premises and was paying the monthly maintenance and other out going charges in respect of the Said Premises to the Said Society and all other authorities concerned, as the absolute and lawful owner thereof;

AND WHEREAS the Said Smt,Meena Kumar Ahuja, in the year 2001, sold and transferred the Said Premises unto and to and in favour of the Transferors herein, by and under a **Registered Sale Agreement dated 26.06.2001, duly registered with the office of the Sub-Registrar of Assurances at Thane-1 at Doc.Serial No.3422/2001 on 26.06.2001**, on the terms and conditions and for the consideration mentioned therein;

AND WHEREAS the Transferors herein having paid the entire amount of consideration as per the provisions of the said Sale Agreement dated 26.06.2001, they were put into the actual and physical possession of the

Said Premises, as the absolute and lawful owners thereof and as such the Transferors herein have been and are in actual and physical possession of the Said Premises till this date ;

AND WHEREAS the Said Society has also admitted the Transferors herein to its Members and transferred the Said Shares in the name of the Transferors herein on 29.07.2001;

AND WHEREAS the **TRANSFERORS** have clear and marketable title in respect of the said premises and thus the **TRANSFERORS** are well and sufficiently entitled to the said premises and have absolute right and power to hold, occupy and deal with and dispose off the said premises and every part thereof and to dispose off the same to any third party.

AND WHEREAS the **TRANSFERORS** for their own personal exigencies decided to sell the aforesaid premises on **OWNERSHIP BASIS**.

AND WHEREAS the **TRANSFEREES** being in need of permanent suitable accommodation, came to know of the same, approached the **TRANSFERORS**, whereupon the **TRANSFERORS** represented to the **TRANSFEREES** that :

- A) the Transferors are the absolute and lawful owners of the Said Premises and is entitled to deal with and dispose of the same in the manner he deems fit and proper;
- B) they are the absolute and lawful owners of the said premises and no other person/s has/ have right, title or interest in the said premises;
- C) there are no suits, litigations, civil or criminal or any other proceedings pending as against the **TRANSFERORS** personally affecting the said premises.

- D) there are no attachments or prohibitory order as against or affecting the said premises and that the Said Premises is not the subject matter to any lispdens or easements or attachments either before or after judgment. The **TRANSFERORS** have not received any notice either from the Government, Semi-government, Society, or Municipal Corporation regarding any of the proceedings in respect of the said premises.
- E) the **TRANSFERORS** have paid all the necessary charges in respect of the said premises and the **TRANSFERORS** have not received any notice from any statutory body or authorities asking for the payment of any nature whatsoever of the said premises.
- F) the **TRANSFERORS** in the past have not entered into any agreement either in the form of sale, lease, exchange, assignment, etc. so also they have not created any tenancy or any other rights of the like nature in the said premises and has not dealt with or disposes of the said premises in any manner whatsoever.
- G) neither the **TRANSFERORS** nor any person/s claiming through them has/have/had received any notice either from the Municipal Corporation and/or from and other statutory body or authorities regarding the requisition and/or acquisition of the said premises.
- H) the **TRANSFERORS** have good and clear and marketable title, free from all encumbrances of any nature whatsoever of the said premises and every part thereof and there are no outstanding estates or effects by way of lease, lien, charges, inheritance, sale, gift, trust, mortgage or otherwise howsoever outstanding against the **TRANSFERORS** and/or against the said premises or any part thereof.
- I) the **TRANSFERORS** 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

TRANSFEREES and the **TRANSFERORS** have all the right, title and interest to enter into this agreement with the **TRANSFEREES** on the various terms and conditions as stated herein.

AND WHEREAS believing the aforesaid representations as true the **TRANSFEREES** offered to purchase the said premises and right, title and interest in and upon the said premises and also along with the benefits of the membership, including the said shares of the said premises of the said society, free from all encumbrances, at and for **LUMP-SUM PRICE / CONSIDERATION** a sum of **Rs.1,03,03,030/- [Rupees One Crore Three Lakhs Three Thousand and Thirty Only]**.

AND WHEREAS after considering the said offer from all the angles and being found the same fair and reasonable at prevailing market rates in the vicinity, the same has been ultimately accepted by the **TRANSFERORS** and the parties hereto have decided to reduce the terms and conditions of the said agreement into writing as follows:-

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

1. The **TRANSFERORS** hereby agree to sell, assign and transfer and the **TRANSFEREES** hereby agree to purchase and acquire the right, title and interest in and upon the said premises bearing **Flat No. A/28**, admeasuring **650 Sq.Ft. [Built-up] on the 5th Floor of A-Wing in the building named "Highway Darshan Co-Operative Housing Ltd."**, standing on the Plot of land bearing Survey No.99/2, 98/3, 100/1 & 97, now corresponding to **Final Plot No.156 of TPS No.1**, lying, being and situated at the Junction of Express Highway & Bombay Agra Road, Mohanji Sunderji Road,

Revenue Village Panchpakhadi, Thane (W) 400602, within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane, free from all encumbrances as and for a **LUMP-SUM PRICE / CONSIDERATION** a sum of **Rs.1,03,03,030/- [Rupees One Crore Three Lakhs Three Thousand and Thirty Only]** along with the right, title and interest in and upon the said premises and also together with the benefits of membership, shares and more particularly described in the **SCHEDULE** hereunder written.

2. The **TRANSFEREES** have agreed to pay to **TRANSFERORS** the **aforesaid consideration** of the sum of **Rs.1,03,03,030/- [Rupees One Crore Three Lakhs Three Thousand and Thirty Only]** in the following manner :-

- a) Rs. 25,000/- (Rupees Twenty Five Thousand only) paid vide Cheque No._____ dated 02.07.2003 drawn on _____, Branch;
- b) Rs. 5,00,000/- (Rupees Five Lakhs only) paid vide Bank Transfer/NEFT UTR No.R001231860955359 on 06.07.2023 of _____ Bank;
- c) Rs. 25,00,000/- (Rupees Twenty Five Lakhs only) paid vide Bank Transfer/ NEFT UTR No.SRCBR92023070701028567 on 07.07.2023 of _____ Bank;
- d) Rs. 11,75,000/- (Rupees Eleven Lakhs Seventy Five Thousand only) paid vide Cheque No._____ dated _____ drawn on _____, Thane Branch.
- e) Rs. 1,03,030/- (Rupees One Lakh Three Thousand and Thirty only) being 1% of the Agreement Value to be paid by the Transferees to the Income Tax

Department for and on behalf of the Transferors towards payment of TDS, within 1 months from the date of registration of this Agreement;

- f) Rs.60,00,000/- [Rupees Sixty Lakhs only) to be paid within a period of two months from the date of registration hereof by availing loan from bank.

In the event of failure of the **Transferees** to make the payment of the balance amount of consideration within period of two months from the date of registration of the Agreement for sale, the TRANSFEREES will be liable and duty bound to pay to the TRANSFERORS interest @12% p.a. on such defaulted amount from its due date till full realization thereof.

3. The **TRANSFEREES** as such have paid an amount of **Rs.42,00,000/- [Rupees Forty Two Lakhs Only]** as and by way of **PART PAYMENT OF CONSIDERATION** as more particularly described also in the receipt hereunder written and the payment and receipt whereof, the **TRANSFERORS** hereby admits and acknowledges and hereby releases, acquits and discharges the **TRANSFEREES** and each of them from the payment thereof absolutely and forever.
4. The **TRANSFERORS** shall supply and furnish to the **TRANSFEREES** all the original title deeds, documents, deposit receipts, share certificate, etc. with respect to the Said Premises, with a view to enable them to avail the loan from any bank / financial institution and make the payment of the balance amount of consideration within the time stipulated hereinabove.
5. That simultaneously upon receipt of the entire amount of the consideration the **TRANSFERORS** shall put the **TRANSFEREES** into actual, physical, legal, vacant and peaceful possession of the said premises, free from all the encumbrances, charges, equity, etc.

6. The **TRANSFERORS** upon receipt of full and final amount of consideration shall have no claim, right, title, interest, demand or charge of whatsoever nature in or upon the said premises through themselves or through any other person/s claiming through or under them. The **TRANSFEREES** thereafter shall do all the needful in respect of the said premises to secure their title to the said premises and the **TRANSFERORS** shall keep the **TRANSFEREES** indemnified from all the liabilities and / or claim against the said premises.
7. That after receiving the possession of the Said Premises, the **TRANSFEREES** shall become the member of the Highway Darshan Co-operative Housing Society Ltd. formed and registered of the purchasers and occupiers of the premises of the Said Building and thereafter shall pay the necessary monthly contributions for the same and shall strictly abide by the terms and condition, rules, regulations and bye-laws that may be adopted by such Society from time to time.
8. The **TRANSFERORS** shall obtain the necessary **NO OBJECTION CERTIFICATE [NOC] for enabling the TRANSFEREES to avail loan from the bank and/or for Sale and/or transfer of the Said Premise and the said Shares and/or in favour of the TRANSFEREES from HIGHWAY DARSHAN CO-OPERATIVE HOUSING SOCIETY LTD.,**” and to effectuate proper transfer of the said Shares and for admitting the **TRANSFEREES** to the membership of the Said Society.
9. The **TRANSFERORS** and the **TRANSFEREES** shall bear and pay the Transfer Fees / Premium payable to the Said Society for transfer of the Said Premises and the said Shares in the name of the **TRANSFEREES**, in equal proportions. The **TRANSFEREES** hereby agree that on becoming the members of the said society, the **TRANSFEREES** shall abide by all bye - laws, rules and regulations adopted by the society.

10. The **TRANSFERORS** hereby state, declare and confirm that the **TRANSFEREES** shall be entitled to get transferred the **Electricity Meter No.08203174712, Consumer No.000018273659 as well as the Piped Gas Connection of Mahanagar Gas Ltd., vide CA No.2100 0009 3420** installed in the said premises to their names and the **TRANSFERORS** shall give his fullest co-operation in that regard.
11. The **TRANSFEREES**, after taking possession of the said premises, shall be entitled to have hold on the occupation and use of the said premises as the same is fit for occupation and the **TRANSFEREES** shall hold the same for unto and to the use and benefit for themselves, their representatives, heirs, executors, successors for ever without any claim charges interest demand or lien of the **TRANSFERORS** or any person on their behalf or who may claim through them or in trust for them, subject only on the part of the **TRANSFEREES** to pay the taxes, assessments, charges, duties or calls made by the Society, Municipal Corporation, Government or any local authority or Corporation or Co-operative society in respect of the said premises.
12. The **TRANSFERORS** hereby declare that the said premises shall be made free from all encumbrances and liabilities arising in future pertaining to the period upto the date of delivery of possession of the Said Premises to the Transferees, and shall be paid by them.
13. The **TRANSFERORS** further declare that they have full right and absolute authority to enter into this agreement and that he has not done or performed or caused to be done or suffered by any act, deed, matter and thing whatsoever whereby the said premises is encumbered in any way or they may be prevented from entering into this agreement or transferring the said premises as purported to be done hereby or whereby and / or hindered in enjoying the rights, title to be conferred or transferred hereby in favour of the **TRANSFEREES** whereby the quiet

and peaceful possession or enjoyment of the **TRANSFEREES** in respect of the said premises may be disturbed.

14. It is mutually agreed by and between the parties that the aforesaid consideration includes the cost of the said shares, and benefits annexed to the said premises, right to use and enjoy the said Car Parking facility and various deposits paid by the **TRANSFERORS** to the said society and others.
15. The **TRANSFERORS** hereby agree, assure and declare that there is no suit or litigation pending in any court of law in respect of the said premises.
16. The **TRANSFERORS** hereby undertake to render their fullest co-operation to the **TRANSFEREES** for legal, full, perfect and effectual transfer of the said premises in favour of the **TRANSFEREES** and further undertake not to charge any extra consideration and / or charges etc. for the same.
17. The **TRANSFERORS** shall indemnify and keep indemnified the said society for any further debits, which shall accrue upon the said premises on account of pending litigations or unforeseen liabilities which are unaccounted till the date of handing over possession of the said premises to the **TRANSFEREES**.
18. The charges of stamp duty, registration fees, and the charges of this agreement, application, deeds, legal charges, etc, shall be borne and paid by **TRANSFEREES ALONE**.

:: SCHEDULE ABOVE REFERRED TO ::

ALL THAT PREMISES bearing Flat No.28, admeasuring **650 Sq.Ft.** [Built-up] on the 5th Floor of A-Wing in the Building named "**Highway Darshan Co-operative Housing Society Ltd.**", standing on the Plot of land bearing Survey No.99/2, 98/3, 100/1 & 97, now

corresponding to **Final Plot No.156 of TPS No.1**, lying, being and situated at the Junction of Express Highway & Bombay Agra Road, Mohanji Sunderji Road, Revenue Village Panchpakhadi, Thane (W) 400602, within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day and year written hereinabove.

SIGNED SEALED AND DELIVERED

By the Within named “**TRANSFERORS**”

1. MR. ATUL ARVIND BHIDE ,

2. MRS. YASHODHARA ATUL BHIDE

In the presence of

1.

2.

SIGNED SEALED AND DELIVERED

By the within named “**TRANSFEREES**”

1. MR.SAGAR SUHAS DANI

**2. Ms.SHREEYA ATUL SOMAN
(@Mrs.SHREEYA SAGAR DANI**

In the presence of

1.

2.

: RECEIPT ::

RECEIVED of and from (1) **MR.SAGAR SUHAS DANI & Ms.SHREEYA ATUL SOMAN (@Mrs.SHREEYA SAGAR DANI, [THE TRANSFEREES]** a sum of **Rs.42,00,000/- [Rupees Forty Two Lakhs Only]** as and by way of substantial **PART PAYMENT OF CONSIDERATION** against the sale of said **Flat No. A/28**, admeasuring **650 Sq.Ft. [Built-up] on the 5th Floor of A-Wing in the Building named "Highway Darshan Co-operative Housing Society Ltd."**, standing on the Plot of land bearing Survey No.99/2, 98/3, 100/1 & 97, now corresponding to Final Plot No.156 of TPS No.1, lying, being and situated at the Junction of Express Highway & Bombay Agra Road, Mohanji Sunderji Road, Revenue Village Panchpakhadi, Thane (W) 400602, within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane.; the payment detail is as follows :-

- a) Rs. 25,000/- (Rupees Twenty Five Thousand only) paid vide Cheque No._____ dated 02.07.2003 drawn on _____, Branch;
- b) Rs. 5,00,000/- (Rupees Five Lakhs only) paid vide Bank Transfer/NEFT UTR No.R001231860955359 on 06.07.2023 of _____ Bank;
- c) Rs. 25,00,000/- (Rupees Twenty Five Lakhs only) paid vide Bank Transfer/ NEFT UTR No.SRCBR92023070701028567 on 07.07.2023 of _____ Bank;
- d) Rs. 11,75,000/- (Rupees _____ only) paid vide Cheque No._____ dated _____ drawn on _____-, Thane Branch.

WE SAY RECEIVED

Rs.42,00,000/-

WITNESSES :-

1.

MR. ATUL ARVIND BHIDE ,

**MRS. YASHODHARA ATUL BHIDE
“TRANSFERORS”**