

DRAFT FOR APPROVAL

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai, on this
Day of July, in the Christian Year Two Thousand Twenty Three **BETWEEN**
MRS. PRACHI PRAKASH SHIRGAONKAR, Aged about 69 years, a Hindu,
Adult, Indian Inhabitant of Mumbai, residing at 44/2, Sanmitra Housing Society,
Ashok Nagar, Datar Colony, Bhandup (East), Mumbai – 400 042, hereinafter
referred to as ‘THE TRANSFEROR’ (which expression shall unless it be repugnant
to the context or meaning thereof mean and be deemed to include her heirs,
executors, administrators and assigns) of the party of the FIRST PART;

(1) BHANDUP SANMITRA CO-OPERATIVE HOUSING SOCIETY LIMITED, a Co-operative Housing Society Limited formed under the provisions of the Maharashtra Co-operative Societies Act, 1960 and rules made thereunder and registered under registration No. BOM/HSG/S/9058 of 1982, having address at Plot No. 44, Datar Colony, Bhandup (East), Mumbai - 400 042 (which expression shall unless repugnant to the context or meaning thereof mean and include its office bearers, members, successors and permitted assigns) AND

(2) M/s. SHRADDHA LANDMARK PVT. LTD., a Private Limited Company, registered under the Indian Companies Act, 1956, having its registered office at Ground & 1st Floor, Manisha Height Commercial Complex, Backside of Manisha Heights, Bal Rajeshwar Marg, Bhatwadi, Vaishali Nagar, Mulund (West), Mumbai – 400 080 (which expression shall unless repugnant to the context or meaning thereof mean and include their successors and permitted assigns), hereinafter collectively referred to as ‘THE CONFIRMING PARTIES’ and the parties of the SECOND PART

AND

(1) MR. PRATHAMESH VISHWAS TUPE, Aged about 22 years & (2) MR. VISHWAS SHANKAR TUPE, Aged about 56 years, Both Hindu, Adults, Indian Inhabitants of Mumbai, residing at 2/3, New Taxora Chawl, Near Municipal School, Kanjurgaon, Kanjurmarg (East), Mumbai – 400 042, hereinafter referred to as ‘THE TRANSFEREES’ (which expression shall unless it be repugnant to the context or meaning thereof mean and be deemed to include their respective heirs, executors, administrators and assigns) of the party of the THIRD PART.

WHEREAS :-

- A.** The Transferor is member of the Confirming party No. (1) herein namely BHANDUP SANMITRA CO-OPERATIVE HOUSING SOCIETY LIMITED, Bearing Reg. No. BOM/HSG/S/9058 of 1982, having address at Plot No. 44, Datar Colony, Bhandup (East), Mumbai - 400 042 (hereinafter for the sake of brevity referred to as 'said society').
- B.** The Transferor as such a member is holding five shares of the said society of the total value of Rs. 250/= (Rupees Two Hundred Fifty Only), Bearing Share Certificate No. ____, Shares Nos. _____ to _____, Both numbers inclusive, (hereinafter referred to as the 'said shares').
- C.** The Transferor in her capacity is member & shareholder of said society and seized, possessed and/or otherwise well & sufficiently entitled to a Flat admeasuring about 401 Sq.Ft., Carpet area, Bearing No. 002 on Ground floor of the Building of the said society, situated, lying, being at Plot No. 44, Datar Colony, Bhandup (East), Mumbai - 400 042 (more particularly described in the schedule hereunder written and hereinafter for the sake of brevity referred to as 'said Old Flat').
- D.** The Building of the said society went for redevelopment and accordingly Agreement for Allotment of Flat to the Member of the society Dated 11.01.2022 duly registered with Sub-Registrar, Kurla-4, MSD, under Serial No. KRL-4/604/2022 on 12.01.2022, was executed between the Transferor and the Confirming parties herein (hereinafter referred to as 'said Agreement for Allotment of Flat to the Member of the society').

- E.** Vide said Agreement for Allotment of Flat to the Member of the society, the Developers therein i.e. the Confirming parties No. (2) herein agreed to allot New Flat with 47.65 Sq.Mtrs. carpet area (RERA) in lieu of said Old Flat to the Transferor herein, free of cost. Accordingly the said Developers had allotted Transferor a New Flat admeasuring about 47.65 Sq.Mtrs. carpet area, Bearing No. 602 on Sixth Floor in the new Building of the said society (hereinafter referred to as 'said New Flat').
- F.** The Transferor in her capacity as a member and shareholder of the said society agreed to sell to the Transferees and the Transferees have agreed to purchase, takeover and acquire from the Transferor, the said New Flat and the said shares together with fixtures, fittings, lying therein and all singular, benefits, rights, title, interests, appurtenants thereto and meant for more beneficial enjoyments of the said New Flat, free from all encumbrances of whatsoever, upon terms & conditions hereinafter mentioned.

**IT IS NOW MUTUALLY AGREED BY AND AMONG THE PARTIES
HERETO AS UNDER :**

1. The recitals contained above form integral part of this Agreement for Sale as if the same were set out and incorporated herein.
2. The Transferor shall sell, transfer and assign to the Transferees and the Transferees shall take over and acquire from the Transferor all the singular and beneficial rights, title & interests in the said New Flat and the said shares together with all privileges attached thereto & fixtures, fittings, lying therein with said shares of the Transferor as member & shareholders of the said society and upon the said New Flat, together with all rights of possession, occupation and enjoyment thereto, free from all

encumbrances at or for the lump sum price of Rs. 98,00,000/= (Rupees Ninety Eight Lakhs Only), subject to deduction of TDS @ 1% of total consideration therefrom, as provided u/s. 194 IA of Indian Income Tax Act, 1961 i.e. Rs. 98,000/= (Rupees Ninety Eight Thousand Only) and after deducting TDS from total consideration, Rs. 97,02,000/= (Rupees Ninety Seven Lakhs Two Thousand Only) is payable by the Transferees to the Transferor as under.

3. The Transferees have informed to the Transferor that, they intend to take Housing Loan from Bank/Financial Institution against the mortgage of the said New Flat & said shares. The Transferor undertake to provide NOC of said society and other relevant documents which may be required for obtaining Housing Loan as and when demanded by the Transferees.
4. That the part consideration money of Rs. _____/= (Rupees _____ Only) have been paid by the Transferees to the Transferor on or before execution of this presents, the payment and receipt whereof the Transferor doth hereby acknowledged and admit.
5. That the balance consideration money of Rs. _____/= (Rupees _____ Only) is to be payable by the Transferees to the Transferor on or before _____, 2023, subject to receipt of Original said Agreement for Allotment of Flat to the Member of the society, Original Share Certificate, NOC from said society for mortgage of the said New Flat as per the specified format of the Bank/Financial Institution and other relevant documents, papers which may be required by the Transferees Bank/Financial Institution and against

Transferor handing over vacant, rightful & peaceful possession of the said New Flat with all keys of the doors thereof delivering the said New Flat and the said Original Share Certificate together with Transfer forms duly executed and a letter duly signed by the Transferor addressed to the managing committee of the said society confirming this Agreement for Sale and making request for transfer of the said New Flat and the said shares in favour of the said Transferees. Time for handing over possession under this Agreement for Sale is essence of the contract.

6. The Transferees shall deposit TDS of Rs. 98,000/= (Rupees Ninety Eight Thousand Only) with Income Tax Department through their Banker and shall issue TDS Certificate to the Transferor herein, as provided u/s. 194 IA of Indian Income Tax Act, 1961.
7. The Confirming parties hereto specifically state, declare & confirm that, they are parties to this Agreement for Sale in favour of the Transferees for more particularly transfer of rights, title, interest, shares & claim in said New Flat in the names of the Transferees herein. This Agreement for Sale shall be binding on the Confirming parties so that they will ensure that all rights and privileges agreed as per said Agreement for Allotment of Flat to the Member of the society are conferred upon the Transferees herein and further they are allotted membership rights in respect of said society.
8. The Transferor & the Confirming Parties hereby assures that, the Transferor have a good & marketable title to the said New Flat free from and cleared of all encumbrances.

9. The Transferor shall duly comply with requisite provisions of the Maharashtra Co-operative Societies Act, 1960 and rules framed there under and also rules, regulations and bye-laws of the said society and shall get the approval of the said society for the Transfer of the said New Flat and the said shares in favour of the Transferees and/or their respective nominee/s on their acceptance and recognition as members & shareholders thereof.
10. The Transferor & the Confirming Parties shall sign & execute all such deeds, documents and writings as required under bye-laws for the better security of the said New Flat to Transferees or their respective nominee/s.
11. The Transferor on receipt of balance consideration amount, shall handover to the Transferees, all relevant original documents or writings in respect of the said New Flat and the said shares of the said society in her possession.
12. The Transferor have represented and assured the Transferees and the Transferor doth hereby confirm :-
 - (a) THAT, there are no suits, litigations, civil or criminal or any other proceedings pending as against the Transferor personally affecting the said New Flat .
 - (b) There are no attachments or prohibitory orders as against or affecting the said New Flat and said New Flat is free from all encumbrances and charges and/or is not subject matter to any lispendens or easements or attachments either before or after judgment. The Transferor have not received any Notice from the Government, Semi-Government or any other authority regarding any of the proceedings in respect of said New Flat.

- (c) THAT, the said New Flat is free from all mortgages, charges, encumbrances of any nature on the said New Flat and the Transferor is full and absolute owner of the said New Flat and that no other person/s has or have any rights, title and/or interests in the said New Flat or have any claim or demand into the same or any part thereof by way of sale, exchange, mortgages, gifts, trust, inheritance, possession, lien or otherwise however and have full rights, title and/or interests to receive agreed consideration and complete the transaction after valid discharge for the same.

- (d) THAT, the Transferor have paid all the necessary charges of any nature whatever in respect of the said New Flat and she have not received any Notice either from any statutory body or authorities asking for the payment of any nature whatever of the said New Flat and that she have discharged in full all dues and liabilities in respect of the said New Flat to the said society and also that the monthly outgoings including Municipal Taxes, etc., payable till the date of putting the Transferees in possession shall be paid by the Transferor. Thereafter the Transferees will bear aforementioned charges from the date of taking over possession of said New Flat from the Transferor herein.

- (e) There is no impediment in the way of Transferees to take the possession of the said New Flat and the Transferees are free at all times hereinafter to peacefully and quietly enter upon and occupy, possess and enjoy the said New Flat, without any interruption, claim or demand whatever from the Transferor

or any person/s for any reason or on any account upon fulfilling their part of obligation.

- (f) THAT, in the past the Transferor have not entered into any agreement either in the form of sale, exchange, assignment or any other way in respect of the said New Flat and as such have not dealt with or dispose of the said New Flat in any manner and the Transferor further covenants with Transferees that, there is no lien or any other encumbrances of any nature whatever on the said New Flat hereby agreed to be sold and/or transferred.
- (g) THAT, the Transferor is not restricted either in the Income Tax Act, Estate Duty Act or under the Maharashtra Land Revenue Code or under Mumbai Tenants and Agricultural Lands Act from selling and/or disposing off the said New Flat or any part thereof.
- (h) THAT, there are no Tenant/s and/or Licensee and/or occupants in possession of the said New Flat or any part thereof.
- (i) THAT, the Transferor have not done any act, deed, matter or thing whereby she is prevented from entering into this Agreement for Sale in favour of the Transferees and that she have all the right, title and interest to enter into this Agreement for Sale with the Transferees herein.
- (j) THAT, the Transferor say that there is no judgment, Government debt, annuity lispensens, mortgage, writ of execution, any charges, encumbrances, easements, request, trust or any deed or document effecting her title to the said New Flat. The said New Flat or any

part thereof is not the subject matter of any suit, petition, application, complaints or proceedings in civil court or any other complaints or proceedings now pending or already decided as the case may be.

- (k) THAT, the said New Flat is not subject to any payment other than usual maintenance charges, rates and taxes, said New Flat or part thereof is not occupied by any person. There is no defect in the Title to said New Flat. There is no covenant or condition adversely affecting her right, privileges and interest so far as the quiet and peaceful possession and enjoyment of the said New Flat is concerned.
- (l) THAT, the Transferor say that, at the request & costs of the Transferees, she or her heirs and/or legal representatives from time to time, shall execute and sign all necessary applications, forms, letters, vouchers and documents in connection with the said New Flat or any part thereof which may be required by the Transferees herein and shall sign and execute the same within Four days from the date of handing over of such letter, forms, applications, documents as the case may require.
- (m) THAT, the Transferor say that relying upon the declarations, Statements and representations made by her, stated hereinabove, the Transferees have agreed to pay the consideration for acquiring the said New Flat to her under the terms of this Agreement for Sale, she undertake to indemnify and always keep indemnified the Transferees herein against any loss, damages, claims, costs,

charges and expenses suffered/paid/incurred by or made against the said New Flat by the Transferees, on account of the statements, representations, declarations and assurances made by her, as stated above proved to be false, incorrect, inaccurate or wrong or claiming through the Transferor (i.e. the party of the First Part) or anybody else making any claims to the said New Flat or challenging this Agreement for Sale., on any account or for any reason whatsoever.

(n) THAT, the Transferor say that the aforesaid declaration and/or representations, assurances and statements made and given by her, shall be binding not only to her but also to her heirs, successors, executors and administrators and shall be enforceable not only by the Transferees herein but also by their respective legal heirs, executors, administrators and assigns or any other person/s through them in said New Flat.

13. The Transferees hereby agree to become a member of the said society and to abide by and observe the rules, regulations and bye-laws thereof and that upon completion of this transaction, they shall bear and pay all outgoings in respect of the said New Flat as fixed from time to time by the said society.
14. The Transfer fees or donation or any other fees or charges payable to said society for Transfer of the said shares in the name of Transferees shall be borne and payable by the parties hereto equally.
15. The Transferor hereby agree to Transfer Electric meter/s or connection or such other connection or facilities of the said New Flat standing on her name, in the name of Transferees.

16. The Stamp duty and Registration charges and/or other duty or charges together with penalty and interest thereof, payable on writings or agreements or documents executed or signed before or prior to this Agreement for Sale is sole responsibility of the Transferor herein and the Transferor herein will indemnify and shall keep indemnified the Transferees herein from payments of Stamp duty, Registration charges and/or such other fees or charges as discussed hereinabove immediately on hearing from the Transferees or concern authorities. The Stamp Duty, Registration charges and/or all expenses on this Agreement for Sale and further incidental writings thereto shall be borne and payable by the Transferees alone.

THE SCHEDULE OF THE SAID NEW FLAT HEREINABOVE REFERRED TO :-

A Flat admeasuring about 47.65 Sq.Mtrs. carpet area, Bearing No. 602 on Sixth Floor in the Building of BHANDUP SANMITRA CO-OPERATIVE HOUSING SOCIETY LIMITED, Bearing Reg. No. BOM/HSG/S/9058 of 1982, having address at Plot No. 44, Datar Colony, Bhandup (East), Mumbai - 400 042, Building with Lift consist of Ground/Stilt + 13 floors, constructed in the year _____, Bearing C.T.S. No. 752 of Village Kanjur, Taluka Kurla, Registration District and Sub-District of Mumbai City and Mumbai Suburban respectively, Assessed under the '____' Ward of the Municipal Corporation of Greater Mumbai.

IN WITNESSES WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED SEALED & DELIVERED BY THE)
WITHIN NAMED 'TRANSFEROR')

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) Signature

MRS. PRACHI PRAKASH SHIRGAONKAR)
PAN: AGTPS0640M)
IN THE PRESENCE OF)
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.....)

SIGNED SEALED & DELIVERED BY THE)
WITHIN NAMED 'CONFIRMING PARTIES')

(1) BHANDUP SANMITRA CO-OPERATIVE)
HOUSING SOCIETY LIMITED,)
Pursuant to the resolution passed in the)
Meeting held on _____)
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(Chairman)

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(Secretary)

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) Signature

(Treasurer)

(2) For M/s. SHRADDHA LANDMARK PVT.
LTD., through its _____ i.e.

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) Left hand Thumb Impression

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) Signature

Mr. _____
PAN : _____

IN THE PRESENCE OF
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SIGNED, SEALED & DELIVERED BY THE)
WITHIN NAMED 'TRANSFEREES')

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(1) MR. PRATHAMESH VISHWAS TUPE &)
PAN: BSMPT6940D)

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(PHOTO)

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) Signature

(2) MR. VISHWAS SHANKAR TUPE)
PAN: ADTPT3882H)
IN THE PRESENCE OF)

.....)

R E C E I P T

Received on or Before the day and year first hereinabove written of from (1) MR. PRATHAMESH VISHWAS TUPE & (2) MR. VISHWAS SHANKAR TUPE, withinnamed Transferees, a sum of Rs. _____/= (Rupees _____ Only) being part consideration money, under the terms of this Agreement for Sale as under:

Cheque Nos./NEFT	Date	Name of the Bank	Branch	Amount
			TDS	
			TOTAL	Rs.

I SAY RECEIVED Rs. _____/=

MRS. PRACHI PRAKASH SHIRGAONKAR
TRANSFEROR.

WITNESSES :-

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