

## **AGREEMENT FOR SALE**

**THIS AGREEMENT** is made and entered into at Mumbai this \_\_\_\_ day of November, 2023.

**BETWEEN**

**MR. NASIMABANU FIROZ SAYED**, (assessed to Income Tax in India under **PAN NO. CABPS9898F**) aged about 58 years, having address at Flat No. 403, 4<sup>th</sup> Floor, “B” Wing, Chembur Ratandeeep Co-operative Housing Society Ltd., Building No. 125, Tilak Nagar, Chembur, Mumbai - 400089., Hereinafter referred “**THE VENDOR**” (which expression shall unless repugnant to the context or meaning thereof mean and include her heirs, executors and administrators and assigns) of the **FIRST PART**.

**AND**

**MR. KRISHNAMURTHY KODAYALAM**, (assessed to Income Tax in India under **PAN NO. BJSPK3807P**), aged about 50 years, **AND MRS. JANAKI KRISHNAMURTHY**, assessed to Income Tax in India under **PAN NO. ECIPK8288L**), aged about 51 years both adults, Indian Inhabitants having address at Room No. 136, Dr. Babasaheb Ambedkar Nagar, Behind Sai Baba Mandir, Tilak Nagar, Chembur, Mumbai - 400089., Hereinafter referred “**THE PURCHASERS**” (which expression shall unless repugnant to the context or meaning thereof mean and include their heirs, executors and administrators and assigns) of the **SECOND PART**.

**WHEREAS;**

- a. By virtue of Agreement for Permanent Alternate Accommodation Dated 25<sup>th</sup> day of May, 2018 executed between **M/S. WESTIN DEVELOPERS PVT. LTD.** (therein referred as “the **Developer**” of the One Part), **CHEMBUR RATNADEEP CO-OPERATIVE HOUSING SOCIETY LTD.**, (therein referred as “the **Society**” of the Second Part) and **MR. NASIMABANU FIROZ SAYED**, (therein referred as “the **Member**” of the Third Part) and herein referred to as “the **VENDOR**” of the First Part had acquired, and possessed on ownership basis a Flat No. 403, area admeasuring about 405 Sq. Ft. (Carpet), on 4<sup>th</sup> Floor in “B” Wing in the building known as “Chembur Ratnadeep Co-operative Housing Society Ltd., Building No. 125, Tilak Nagar, Chembur, Mumbai - 400089., and lying being land bearing Survey No. 14 (Pt.) and CTS No. 20 (Pt.), Village Chembur, Taluka Kurla, Registration District and Sub-District Mumbai and Suburban Mumbai for the terms and condition mentioned therein (For brevity's sake the said premise is hereinafter referred to as the **SAID FLAT**).
- b. An aforesaid Agreement for Permanent Alternate Accommodation Dated 25<sup>th</sup> day of May, 2018 was lodged and registered under Sr. No. KRL-5/7237/2018 dated 25/05/2018, at the Office of Sub Registrar, Kurla District Mumbai and Sub District Mumbai Suburban and the concerned Registering Authority has also, issued Index-II thereof.
- c. As the Building in which the said flat is situated their members have formed Co-operative Housing Society which is known as “**CHEMBUR RATNADEEP CO-OPERATIVE HOUSING SOCIETY LTD.**” duly registered under the Maharashtra Co-operative Societies’ Act, 1960, bearing Registration No. **BOM/HSG/7597/1981 Dated 07/05/1981.** (Hereinafter referred to as “the **said Society**”), the Vendors herein and said Society has admitted the Vendor, as member of the said Society and held under Share Certificates No. 115, having fully paid of 10 (Ten) Shares of Rs. 50/- each bearing distinctive Nos. 1161 to 1170 (both inclusive) issued by the said Society together with right to use, occupy and possess the said Flat (hereinafter called as “the **said Shares**”).
- d. As such, the **VENDOR** herein acquired valid membership rights and became the bona fide member of “Chembur Ratnadeep Co-Operative Housing Society Ltd., and in her capacity as the Member of the said Society, the **VENDOR** is holding the said Shares and having valid membership rights together with absolute right, title and interest to use, occupy and possess the said Flat. Unless individually referred the said Flat and the said Shares are hereinafter collectively referred to as “the **said Premises**” and have been and more particularly described in the **FIRST SCHEDULE** hereunder written

- e. The **VENDOR** has been regularly paying all the outgoing and maintenance charges in respect of the said Flat to the said Society and as on date nothing is due and payable to the said Society in respect thereof. The **VENDOR** further confirms and declare that she has paid all the amounts as demanded by the Developer in respect of the said Flat before taking possession of the same and there is nothing payable to the said Developer in respect of the said Flat.

**AND WHEREAS** the **VENDOR** has decided to sell, disposed of and transfer the said Flat on ownership for the consideration of **Rs.78,00,000/- (Rupees Seventy Eight Lakhs Only)** to any Prospective Buyers and on coming to know the intention of the **VENDOR** regarding sale of the said Flat, the **PURCHASERS** have approached to the **VENDOR** and negotiated for sale and transfer of the said Flat in **PURCHASERS** favour and the **VENDOR** made following representations to the **PURCHASERS** in respect of the said Flat i.e.

- a) The **VENDOR** is the sole owner of the said Flat and entitled to occupy, use and enjoy the said Flat.
- b) Except the **VENDOR**, no other person, entity or authority has got any right, title or interest of whatsoever nature against the said Flat.
- c) The **VENDOR** has not created any right, title, interest, mortgage, charge or encumbrance whatsoever in respect of the said Flat whether by way of sale, exchange, mortgage, gift, trust, tenancy, possession, inheritance, lien or any other way in favour of any person, entity or authority.
- d) The **VENDOR** has full right, full power and authority to enter into this Agreement for Sale and to sell and transfer the said flat to the **PURCHASERS**.
- e) There are no suits, litigation, Civil or criminal or any other proceedings pending as against the **VENDOR** in respect of the said Flat.
- f) There are no attachments or prohibitory orders against the said Flat and the said Flat is not subject matter of any lis-pendence or easements or attachments either before or after judgments.
- g) The **VENDOR** has not received any notice either from Income Tax Authorities or Municipal Corporation of Greater Mumbai or any other statutory body or authorities regarding the acquisition or requisition of the said Flat.

- h) There are no other encumbrances created against the said Flat and the title of the **VENDOR** to the said Flat is clear, marketable and free from all encumbrances.
- i) The **VENDOR** shall obtain no objection letter from the said society/building authority for transferring the said Flat premises in favour of the **PURCHASERS**.

Relying upon the aforesaid representations made by the **VENDOR**, the **PURCHASERS** agreed to purchase the said residential Premises bearing Flat No. 403, area admeasuring about 405 Sq. Ft. (Carpet), on 4<sup>th</sup> Floor in “B” Wing in the building known as “Chembur Ratnadeep Co-operative Housing Society Ltd., Building No. 125, Tilak Nagar, Chembur, Mumbai - 400089., and lying being land bearing Survey No. 14 (Pt.) and CTS No. 20 (Pt.), Village Chembur, Taluka Kurla, Registration District and Sub-District Mumbai and Suburban Mumbai, for the consideration of **Rs.78,00,000/- (Rupees Seventy Eight Lakhs Only)** and on the terms and conditions appearing hereinafter.

Under provisions of the Maharashtra Ownership Flats Act, (Maharashtra Act No. XLV of 1963) as well as the Maharashtra Co-operative Societies Act, 1960, the **VENDOR** is required to execute a written agreement for sale of the said flat with the **PURCHASERS**, which is in fact these presents and also to register the same under the registration Act, 1908 and the Rules Made thereunder.

**NOW THIS AGREEMENT FOR SALE WITNESSED AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -**

1. The recitals contained herein shall form the integral part of this agreement for sale as the same are set out and incorporated herein.
2. The **VENDOR** has represented to the **PURCHASERS** that the Recitals above record the accurate and complete facts regarding the said Flat Premises and do not suppress any relevant facts.
3. The **VENDOR** had hereby agreed to sell, transfer and convey to the **PURCHASERS** her right, title and interest in the said residential Premises bearing Flat No. 403, area admeasuring about 405 Sq. Ft. (Carpet), on 4<sup>th</sup> Floor in “B” Wing in the building known as “Chembur Ratnadeep Co-operative Housing Society Ltd., Building No. 125, Tilak Nagar, Chembur, Mumbai - 400089., and lying being land bearing Survey No. 14 (Pt.) and CTS No. 20 (Pt.), Village Chembur, Taluka Kurla, Registration District and Sub-District Mumbai and Suburban Mumbai, and more particularly described in the

schedule hereunder written for the consideration of **Rs.78,00,000/- (Rupees Seventy Eight Lakhs Only)** to be paid to the **VENDOR** by the **PURCHASERS** in the following manner:

- a) The **PURCHASERS** have paid **Rs.7,22,000/- (Rupees Seven Lakhs Twenty Two Thousand Only)** to the **VENDOR** before execution and registration of this Agreement for Sale as and by way of part consideration towards purchase of the said Premises.
  - b) **Rs.78,000/- (Rupees Seventy Eight Thousand Only)** being 1% TDS on the lump-sum Consideration amount, on sale of immovable properties (according to section 194IA, inserted in the Finance Act, 2013) have been paid by the **PURCHASERS** on behalf of the **VENDOR** after execution of this Agreement for Sale as and by way of part consideration towards purchase of the said Premises. (The receipt whereof the **VENDOR** hereby admits, acknowledges and forever acquits and discharges the **PURCHASERS** from the payment of the same subject to receipt of the original TDS certificate and the Challan evidencing the payment within a 30 days from the date of registration.);
  - c) The balance sum of **Rs.70,00,000/- (Rupees Seventy Lakhs Only)** to be paid by the **PURCHASERS** to the **VENDOR** can be by the way of bank Loan and/or any Finance Institutions and/or own arrangement directly to the **VENDOR** as and by way of pay Bankers Cheque/s / pay order/s/NEFT/R. T. G. S. on behalf of the **PURCHASERS** within 30 working days of the execution/registration of this agreement for sale by way of Bankers Cheque/s / pay order/s/NEFT/R. T. G. S. by the **PURCHASERS** subject to submission of all required documents to the bank/Finance Company from **VENDOR** side. It is, however agreed, that said documents shall be submitted to the said Bank /Finance Company by the **VENDOR** or **PURCHASERS**;
4. Forthwith on receipt of balance consideration **Rs.78,00,000/- (Rupees Seventy Eight Lakhs Only)** as mentioned herein above, the **VENDOR** shall hand over quiet, vacant and peaceful possession of the said Flat to the **PURCHASERS** and the **VENDOR** shall execute necessary transfer form and sign other requisite letters and give undertakings etc. as may be required for transfer herein contemplated and the **ORIGINAL TITLE DEED**, the Original Payment Receipts and No objection Certificate shall be delivered to the **PURCHASERS**, without any claim or demand of whatsoever nature against the **PURCHASERS** in that behalf.

5. Forthwith upon receipt of aforesaid entire consideration the **VENDOR** shall relinquish all her right, title, interest etc. in respect of the said Flat and shares, in favour of the **PURCHASERS** and the **PURCHASERS** shall ipso-facto become entitled to hold the said Flat, along with all rights, title, interest, benefits etc. in respect of the said Flat and shares, and its enjoyment free from all encumbrances and the same are not subject to any charge, lien, mortgage, gift, trust, lease or any encumbrances of whatsoever nature and the **VENDOR** herein covenants with the **PURCHASERS** that the earlier agreement has not been cancelled, revoked, modified in any manner whatsoever nature and also it has not been applied for refund of the Stamp Duty for the same.
6. The **VENDOR** hereby assures the **PURCHASERS** that she has not on or before execution of this Agreement for Sale entered into any agreement for sale or mortgaged or transferred assigned or in any other way encumbered or alienated her rights, title, interest in the said Flat and Shares, nor the same are subject matter of litigation of whatsoever nature attachment before or after judgment and that she (**VENDOR**) have performed all obligations in her part and observed and discharged all liabilities and on the aforesaid representation the **PURCHASERS** has agreed to purchase the said Flat.
7. The **VENDOR** declares that she is sole owner of the said Flat premises as well as entitled for membership rights of the said society and holding the said Flat premises quietly without any claim or obstruction from any other person, entity or authority. The **VENDOR** further declares that she is having full power and absolute authority to transfer her right, title and interest in respect of the said Flat premises to the **PURCHASERS** in the manner agreed herein.
8. The **VENDOR** declares that the said Flat Premises is free from all other encumbrances or in any manner charged for payment of any moneys to any other person, entity, authority or financial institutions. The **VENDOR** further declare that **VENDOR** have not entered into any agreement for transfer, sale or leave and license or let out in respect of the said Flat premises with any other person, entity or authority.
9. It is hereby further agreed between the parties hereto that till the date of execution hereof the **VENDOR** shall be liable and responsible to pay all taxes, charges, dues etc. in respect of the said Flat and the **VENDOR** hereby indemnifies the **PURCHASERS** and shall always keep them indemnified in respect of all the claims, dues, outstanding, contributions etc. that may become payable in respect of the said premises for any period prior to the date of execution of this agreement for sale and thereafter **PURCHASERS** shall be responsible and liable to pay the same.

10. At present the said Flat premises is in lawful possession of the **VENDOR**. Without reserving any right, the **VENDOR** shall handover the peaceful physical possession of the said Flat premises to the **PURCHASERS** on receiving the full consideration as agreed by the **VENDOR**. On realizing the full consideration as agreed, it shall be lawful for the **PURCHASERS** from time to time and at all times hereinafter peacefully and quietly to hold, enter upon, have occupy possess, enjoy the said Flat premises hereby granted with its appurtenances and receive the rents, issues and profits thereof to and for their own use and benefit without any let, hindrance, denial, interference, suit, lawful eviction, interruption, claim and demand whatsoever from or by the **VENDOR** or any person or persons lawfully or equitably claiming or to claim by from under or in trust from the **VENDOR**.
11. The **PURCHASERS** doth hereby covenant with the **VENDOR** that they shall also become the members of the said building and shall abide by the Rules and Regulations and Bye-laws of the said Society and that the **PURCHASERS** further agrees undertakes to pay, perform and discharge all claims, demands, contributions, duties and obligations which the Building Authority may be lawful and reasonable hereinafter take in respect of the said Flat from the **PURCHASERS** as the members of the said Society.
12. The **VENDOR** and the **PURCHASERS** will execute necessary deeds, documents, writings, affidavits, undertakings, forms, applications etc. as may be necessary and reasonably required by **VENDOR** as and when required for giving proper effect to what is agreed herein and to transfer the said membership rights and the said Flat premises to the **PURCHASERS** from that of the **VENDOR**.
13. The **VENDOR** shall from time to time and at all reasonable times, do and execute or cause to be done and executed all such acts, deeds and things essential and required for more perfectly transferring the right, title and interest of the **VENDOR** in the said Flat premises to the **PURCHASERS** as shall be reasonably required but at the cost of the **PURCHASERS** but subject to the payment of full consideration as agreed herein.
14. If any person, entity or authority claims any right, title or interest in the said Flat premises through the **VENDOR** and thereby the **PURCHASERS** are put to any inconvenience, discomfort, losses, expenses, then in such event the **VENDOR** agrees and undertakes to indemnify and keep indemnified the **PURCHASERS** against all claims, actions, demands and proceedings arising against the **PURCHASERS** in respect of the said Flat premises.

15. The parties here to undertake to comply with all the formalities required for completing the registration of this Agreement for Sale in respect of the said Flat premises in the record of the Sub-Registrar of assurances.
16. The MGL/Electricity Provider i.e., TATA POWER/ Reliance Energy Ltd./ adani Electricity / Water meters, deposits and all the amount standing to the credit of the **VENDOR** in the books of the said Society/any other concerned Authorities in respect of the said Flat premises shall be transferred in the name of the **PURCHASERS** on payment of full Final consideration as agreed.
17. The Transfer Fees, Donation, if any, leviable by the Promoter/Society/Building Authority at the time of completion of the transfer of the said Flat from the name of the **VENDOR** to the name of the **PURCHASERS** shall be borne and paid by the both parties equally while Stamp Duty, registration fees and charges to this agreement for sale shall be borne and paid by the **PURCHASERS** alone.
18. **MEANING & CONTEXT UNDER THIS AGREEMENT:** Both the parties hereto agree, accept and confirm the MEANING & CONTEXT in this agreement, unless the context otherwise requires;
  - (i) All the parties hereto agree and confirm that all the statements and representations made in the recitals hereinabove and the details & documents referred to in the recitals shall form an integral part of this agreement as if the same are set out verbatim in the body of this agreement;
  - (ii) All the parties hereto declares, represents, warrants, confirms and assures that they have undertaken compliance of all statutory requirements under any law in force so as to legally authorize them to execute this agreement and any non-compliance thereto will never be any ground of appeal under this agreement;
  - (iii) All the Parties herein shall be collectively referred to as the “Parties” and individually as the “Party”;
  - (iv) Any reference to a statutory provision shall include such provision, as is from time to time modified or re-enacted or consolidated so far, as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;
  - (v) References to Indian law shall include the laws, acts, ordinances, rules, regulations, or bye laws, which have the force of law in any State or Union Territory forming part of the Union of India;
  - (vi) The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies,



corporations, joint ventures, trusts, associations, organisation or other entities (whether or not having a separate legal entity);

- (vii) Terms and words beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein and the terms and words defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules;
  - (viii) The words "include" and "including" are to be construed without limitation;
  - (ix) Any reference to any period of time shall mean a reference to that according to Indian Standard Time;
  - (x) Any reference to day, month and year shall mean a reference to a Christian calendar day, month and year respectively;
  - (xi) All the Schedules & Annexure to this agreement form an integral part of this agreement and will be in full force and effect as though they were expressly set out in the body of this agreement;
  - (xii) Any reference at any time to any Agreement, deed, instrument, license or document of any description shall be construed as reference to that Agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference provided that this clause shall not operate so as to increase liabilities or obligations of the Parties hereunder or pursuant hereto in any manner whatsoever;
  - (xiii) Any Agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party as the case may be, in this behalf and not otherwise and send to the addresses mentioned herein;
  - (xiv) Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;
19. This Agreement for Sale shall, to the extent they are statutory, always be subject to the provisions contained in the Maharashtra Ownership Flat (Regulation of promotion of construction, sale, management and transfer) Act, 1963 (Maharashtra Act No. XV of 1997) and rules made thereunder and any other provisions of law applicable thereto.
20. In the event of any dispute pertaining to any matter relating to the transaction or any matter arising out of the interpretation of this Agreement for Sale shall be referred to two arbitrators one each to be appointed by both the parties hereto. Thereafter disputes and differences shall be resolved in accordance with the provisions of Arbitration and Conciliation Act, 1996.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THIS WRITING THE DAY AND THE YEAR HEREINABOVE MENTIONED.**

**THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO**

All that Shares being 5 (Five) fully paid-up shares of Rs. 50/- each bearing Distinctive Nos. 1161 to 1170 (both inclusive) held under Share Certificate No. 115 Together Flat No. 403, area admeasuring about 405 Sq. Ft. (Carpet), on 4<sup>th</sup> Floor in "B" Wing in the building known as "Chembur Ratnadeep Co-operative Housing Society Ltd., Building No. 125, Tilak Nagar, Chembur, Mumbai - 400089., and lying being land bearing Survey No. 14 (Pt.) and CTS No. 20 (Pt.), Village Chembur, Taluka Kurla, Registration District and Sub-District Mumbai and Suburban Mumbai within the Municipal limits of 'M' Ward .

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THIS WRITING THE DAY AND THE YEAR HEREINABOVE MENTIONED.**

SIGNED SEALED AND DELIVERED BY )  
 THE WITHIN NAMED 'VENDOR' )  
**MR. NASIMABANU FIROZ SAYED** )  
 in the presence of..... )  
 1.

2.  
 SIGNED SEALED AND DELIVERED BY )  
 THE WITHIN NAMED 'PURCHASERS' )  
**MR. KRISHNAMURTHY KODAYALAM** )

**MRS. JANAKI KRISHNAMURTHY** )  
 In the presence of ..... )  
 1.  
 2.

## RECEIPT

**RECEIVED OF AND FROM** the within named **PURCHASERS MR. KRISHNAMURTHY KODAYALAM AND MRS. JANAKI KRISHNAMURTHY**, the sum of **Rs.8,00,000/- (Rupees Eight Lakhs Only)** towards part payment out of full and final consideration **Rs.78,00,000/- (Rupees Seventy Eight Lakhs Only)** in respect of Flat No.403, area admeasuring about 405 Sq. Ft. (Carpet), on 4<sup>th</sup> Floor, "B" Wing in the Building Known as "Chembur Ratnadeep Co-operative Housing Society Ltd., Building No. 125, Tilak Nagar, Chembur, Mumbai - 400089., and Lying being land bearing Survey No. 14 (Pt.) and CTS No. 20 (Pt.), Village Chembur, Taluka Kurla, Registration District and Sub-District Mumbai and Suburban Mumbai, the details of which are set out hereunder as and by way of the payment of the Consideration agreed to be paid under this Agreement.

**The particulars of payments are as under: -**

Sr. No.	Drawn on	Cheque No.	Dated	Amount (Rs.)
1.				
2.				
3.				
4.	<b>1% TDS on entire consideration</b>			<b>78,000/-</b>
<b>Total</b>				<b>8,00,000/-</b>

We Say Received **Rs.8,00,000/-**

**MR. NASIMABANU FIROZ SAYED**  
**(VENDOR)**

**WITNESSES:**

- 1.
- 2.