

AGREEMENT FOR SALE

This agreement for sale made at Mumbai _____th day of February, 2024

BETWEEN

(1) **MR. VIJAYAPURAM S. SRINIVASAN**, aged 53 years. PAN – ANIPS7966E, adult, Indian Inhabitant, (2) **MS. SHANTHI THUPPIL**, aged 50 years. PAN – EJCP5698B, adult, NRI, (3) **MRS. VIJAYALAKSHMI**, aged 51 years. PAN – CHDPS7038G, adult, Indian Inhabitant, **Flat No.206, Second Floor, "C" Wing, Level, Rani Sati Marg, Malad (East), Mumbai 400 097**, hereinafter called "THE TRANSFERORS" (which expression shall, unless it be repugnant to the context or contrary to the meaning thereof, mean and include their heirs, nominees, executors, administrators and assigns) of the First Part.

AND

(1) **MRS. SHIKHA SHASHANK AGARWAL**, aged 34 years. PAN – BXYPK7735E, adult, Indian Inhabitant, (2) **MR. SHASHANK AGARWAL**, aged 35 years, PAN – AKUPA2064J, adult, Indian Inhabitant, residing at **B-801, Levels CHSL., Rani Sati Marg, Opp. Passport Office, Malad (East), Mumbai 400 097**, hereinafter called "THE TRANSFEREES" (which expression shall, unless it be repugnant to the context or contrary to the meaning thereof, mean and include their heirs, nominees, executors, administrators and assigns) of the Second Part.

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TRANSFEREES

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TRANSFERORS

WHEREAS by an **Agreement For Sale dated 14th day of November, 2014** (hereinafter referred to as the "said agreement") made between M/s Kanakia Residential Private Ltd. a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 215, Atrium, 10th Floor, Andheri Kurla Road, Andheri (East), Mumbai 400 093, therein referred to as "the Promoters" of the First Part and Shah Housecon Private Limited, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 101, "A" Wing, 1st Floor, Shah Arcade, Rani Sati Marg, Malad (East), Mumbai 400 097, therein referred to as the "Confirming Party" of the Second Part and MR. SRINIVASAN VIJAYAPURAM, MS. SHANTHI THUPPIL and MRS. VIJAYALAKSHMI SANKARAN, therein referred to as the "Purchasers" of the Other Part, the above said Promoters and Confirming Party therein agreed to sell to the Purchasers, therein the said Premises namely **Flat No.206 on the Second Floor of "C" Wing, Building No.6 in the building known as "LEVELS" in the society known as "LEVELS CO-OPERATIVE HOUSING SOCIETY LTD."** Registration No.MUM/SRA/HSG/TC/13145/YEAR 2021, admeasuring 112.268 sq.mtrs. Carpet area equivalent to adm. about 134.72 sq.mtrs. Built up area along with 1 (One) Podium Car Parking Space No.B2-12 in the said building situated at Rani Sati Marg, Malad (East), Mumbai-400 097, lying, being and constructed on the plot of land bearing Survey No. 288(part), 503(part), corresponding to C.T.S. No. 521, 521/1 to 8, 521/10 to 17, 522, 522/1 to 11, 523, 524, 524/1 to 12, 525, 525/1 to 4, 527, 527/1 to 26, 528, 528/1 to 11, 529, 529/1 to 15, 530, 530/1 to 16, 531, 532, 532/1 to 13, 533(pt), 533/1 to 100, 533/ 107 to 484, 533/486 to 643, 533/648, 536, 536/1 to 5,

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 TRANSFEREES

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537, 537/1 to 7 of Village Malad East, Taluka Borivali, within the registration District and Sub District of Mumbai Suburban District at and for the consideration and on the terms and conditions contained in the said agreement. The said Agreement For Sale dated 14th day of November, 2014 is registered with the Office of the Joint Sub Registrar, Borivali-2 under serial no. BRL-2-8204-2014 dated 14/11/2014.

AND WHEREAS the TRANSFERORS are the legal & lawful owners of a said Flat No.206 on the Second Floor of "C" Wing, Building No.6 in the building known as "LEVELS" in the society known as "LEVELS CO-OPERATIVE HOUSING SOCIETY LTD." Registration No.MUM/SRA/HSG/TC/13145/YEAR 2021, admeasuring 112.268 sq.mtrs. Carpet area equivalent to adm. about 134.72 sq.mtrs. Built up area along with 1 (One) Podium Car Parking Space No.B2-12 in the said building situated at Rani Sati Marg, Malad (East), Mumbai-400 097, lying, being and constructed on the plot of land bearing Survey No. 288(part), 503(part), corresponding to C.T.S. No. 521, 521/1 to 8, 521/10 to 17, 522, 522/1 to 11, 523, 524, 524/1 to 12, 525, 525/1 to 4, 527, 527/1 to 26, 528, 528/1 to 11, 529, 529/1 to 15, 530, 530/1 to 16, 531, 532, 532/1 to 13, 533(pt), 533/1 to 100, 533/ 107 to 484, 533/486 to 643, 533/648, 536, 536/1 to 5, 537, 537/1 to 7 of Village Malad East, Taluka Borivali, within the registration District and Sub District of Mumbai Suburban District. (hereinafter called as "the said flat").

AND WHEREAS "LEVELS CO-OPERATIVE HOUSING SOCIETY LTD." Registration No.MUM/SRA/HSG/TC/13145/YEAR 2021 have issued Share Certificate in respect of the said flat bearing Share Certificate No.266 issued No. of Shares 20 fully paid up shares of Rs.50/- each, numbered from 5301 to 5320 (both inclusive).

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TRANSFEREES

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TRANSFERORS

AND WHEREAS the TRANSFERORS herein are the Legal and Lawful Owners/holders of the said flat which is coupled with the right of use, occupation and possession and the right to hold on ownership basis, the said flat

AND WHEREAS the TRANSFERORS have not done or omitted to do any act, deed or thing whereby their right to sell, transfer, convey and assign the said flat is adversely affected and the TRANSFERORS hereby say and covenant with the TRANSFEREES herein that all the rights for selling, transferring, conveying and assigning the said flat is subsisting solely with the TRANSFERORS herein

NOW FURTHER WHEREAS the TRANSFERORS has agreed to transfer & assign all the rights, title and interests in the said flat in favour of the TRANSFEREES herein and the TRANSFEREES relying on the representation made by the TRANSFERORS and believing the same to be true and correct have also agreed to acquire the rights, title and interests of the TRANSFERORS in the said flat on the terms and conditions hereinafter appearing

AND WHEREAS the TRANSFERORS has agreed to sell and transfer to the TRANSFEREES and the TRANSFEREES have agreed to purchase and acquire from the TRANSFERORS all the rights, title and interest in respect of the said Flat, free from all encumbrances at or for the "Total consideration" of **Rs.3,60,00,000/- (Rupees Three Crore Sixty Lakhs Only) (inclusive of TDS @ 1.00% of the agreed consideration i.e. Rs.3,60,000/-)** upon the terms and conditions hereinafter appearing.

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TRANSFERORS

AND WHEREAS pursuant to the discussions and negotiations between the Parties, the Parties have agreed that, the TRANSFERORS shall sell, transfer and assign all their right, right and interest in the said Flat to the TRANSFEREES on the terms and conditions agreed and set out herein.

NOW THIS AGREEMENT FOR SALE WITNESSTH AS FOLLOWS.

- 1. The recitals recited in the said **Agreement For Sale dated 14th day of November, 2014** and the aforesaid recitals shall be treated as forming an integral part of the operative part of this Agreement for Sale.
- 2. The TRANSFERORS has agreed to sell, transfer and assign and the TRANSFEREES have agreed to acquire the right, title, interests of the TRANSFERORS in the said flat for the full and final agreed consideration of **Rs.3,60,00,000/- (Rupees Three Crore Sixty Lakhs Only) (inclusive of TDS at applicable rates)** hereinafter referred to as "the full consideration".
- 3. As agreed above, in consideration of the TRANSFERORS rights, title and interest in the Flat, the TRANSFEREES have agreed to pay to the TRANSFERORS the sum of **Rs.3,60,00,000/- (Rupees Three Crore Sixty Lakhs Only) (inclusive of TDS at applicable rates)** being total purchase consideration amount payable for the purchase of the said in the following manner:

<p>1. _____</p> <p>2. <u><i>[Signature]</i></u> TRANSFEREES</p>	<p>1. _____</p> <p>2. _____</p> <p>3. _____ TRANSFERORS</p>
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- a) The TRANSFEREES have paid to the TRANSFERORS, the sum of **Rs.5,00,000/- (Rupees Five Lakhs Only)** being the part payment towards the full consideration on or before execution of this Agreement for Sale and the TRANSFERORS hereby acknowledge the receipt of the same in a receipt enclosed herewith.
- b) The TRANSFEREES will pay the balance consideration of **Rs.3,55,00,000/- (Rupees Three Crore Fifty Five Lakh Only)** as follows:
- 1) The Transferees will use their own funds of Rs 95,00,000/- (Rs Ninety Five Lakhs only) to be transferred to the transferors at the time of registration of documents.
 - 2) The Transferees will provide a letter from their Bankers confirming disbursal of Rs 2,60,00,000/- (Rs Two Crore Sixty Lakh only) to the transferors immediately on handing over the original title documents alongwith this sale agreement duly registered. The Said Bank Letter would be handed over to the transferors atleast 24 hours before the date of registration of sale agreement.
- c) The Transferees shall deduct 1.00% from the 50% consideration amount of Rs.1,80,00,000/- i.e. Rs.1,80,000/- as TDS under section 194IA of Income Tax Act. 1961 and shall deposit with Income Tax Authorities on behalf of the Transferor No.1 & 3 i.e. MR. VIJAYAPURAM S. SRINIVASAN & MRS. VIJAYALAKSHMI on or before Possession.

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TRANSFEREES

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TRANSFERORS

d) As the Transferor No.2 i.e MS SHANTHI THUPPIL is Non-Resident Indian (NRI), the Transferees are liable to deduct Tax Deduction at Source (TDS @ _____ %) on the 50% Consideration Price of Rs 1,80,00,000/- and deposit the same with the Income Tax Department

4 Since time is essence of this agreement, the TRANSFEREES shall deposit with the Government Treasury towards TDS under section 194IA of Income Tax Act 1961 prior to registration of this agreement and upon payment of the said TDS and the balance payment of the full consideration shall be completed to the TRANSFERORS.

5 The TRANSFERORS has represented to the TRANSFEREES that the TRANSFERORS was already received the physical possession of the said flat from the Developer and there is no liabilities in respect of the said flat as per the above recited **Agreement For Sale dated 14th day of November, 2014.**

6. Against payment of the full consideration from the TRANSFEREES herein, the TRANSFEREES shall be entitled to directly take possession of the said Flat from the TRANSFERORS however the TRANSFERORS hereby covenant with the TRANSFEREES that the TRANSFERORS shall do or caused to be done all acts, deeds, things and matters to facilitate the taking of possession of the said Flat by the TRANSFEREES and upon delivery of the legal, lawful, vacant possession of the said Flat to the TRANSFEREES the TRANSFEREES will be the absolute Owners thereof and the TRANSFERORS shall have no right, title and interest therein.

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TRANSFERORS

7 The TRANSFERORS have represented to the TRANSFEREES that:

- a) The TRANSFERORS are the absolute owners of the said Flat and no one else has any interest therein.
- b) There is no encumbrance on the said Flat.
- c) The Transferors hereby agree, admit and declare that upon receipt of the total consideration price and on completion of the sale, the Transferors shall have no more claim, rights, title, interest and benefits in the Said Flat and membership / shares of the said Society and the Transferees shall be exclusive owner of the rights, title, interest and benefits which the Transferors have in the Said Flat and then the Transferees shall quietly and peacefully hold, own, use, occupy, possess and enjoy the Said Flat on ownership basis without any hindrance, denial, demand, interruption, eviction or claim by the Transferors or any other person/s lawfully claiming through under or in trust for the Transferors.
- d) The TRANSFERORS have paid and shall continue to pay all dues of the said Flat, including stamp duty, society maintenance charges, property tax, electricity bill etc.
- e) No order of attachment against the said Flat is in existence and/or any litigation is pending or any suit, decrees for proceedings in relation thereto are pending in any court or otherwise.
- f) The said Flat is not acquired by Municipal Authorities, Government Authorities any Revenue Authorities and no notice of the acquisition is received by the TRANSFERORS under the provisions of land acquisition act or otherwise.

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TRANSFERORS

- g) At present the TRANSFERORS have not created any Mortgage, Charge, lien or negative lien or any encumbrances, liability of any nature whatsoever on the said Flat.
- h) The said Flat is not affected by any LIS PENDENS or insolvency proceeding or any prohibitory orders in any manner whatsoever from anybody whosoever including Department of Income-Tax, Sales-Tax, Central and/or State Excises, Customs or any other Taxation Department, Local Authorities or other Institutions, Banks, Courts and/or Tribunals restraining the TRANSFERORS from transferring, dealing with or disposing off the said flat.
- i) The Transferors hereby admits and declares that on completion of sale, they have No Objection of whatsoever nature for transferring / regularizing the Electric Connection / Meter, Mahanagar Gas and other utilities installed in the Said Flat along with Security Deposit amount in the name of the Transferees by all the authorities concerned.

8. The TRANSFERORS hereby further agree and undertake to sign and execute all such other and further applications, documents, instruments, society transfer forms and/or any other writing or writings at the instance of the TRANSFEREES to give full effect to this Agreement for Sale and perfect the title of the TRANSFEREES to the said Flat. The costs, charges and expenses for such applications, documents, writings etc. shall be borne and paid by the TRANSFEREES only, so as to enable the TRANSFEREES to become the bonafide owners of the said flat.

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9 The TRANSFEREES hereby undertake and agree -

- a) To become members of the Society and / or any other body corporate that may be formed by the Purchasers of the flats in the building known as "LEVELS" wherein the said flat is situated and hereby further agree to abide by all the bye-laws and rules and regulations adopted by the said society / body corporate or which it may adopt from time to time.
- b) To pay regularly to the society and / or any other body corporate that may be formed, the dues payable, including periodical ground/lease rent, Municipal taxes, Water charges, Service charges etc., in respect of the said flat & not to withhold the same for any reason whatsoever.
- c) To pay the stamp duty under the Maharashtra Stamp Act (earlier Known as The Bombay Stamp Act, 1958) and Registration Fees in respect of execution and registration of this Agreement for Sale.

10. The TRANSFEREES hereby say and declare that they have taken physical inspection of the said flat and have agreed to acquire the same and hereby say that they shall not make any grievance about anything whatsoever including the provision or non provision of any facilities therein.

11. This Agreement shall be deemed to be Sale Deed or Deed of Transfer upon payment of the full consideration by the TRANSFEREES. The amount of full consideration mentioned herein above is inclusive of TDS. The TRANSFEREES shall abide by the terms and conditions as set out in the said agreement i.e.

Agreement For Sale dated 14th day of November, 2014.

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12 The TRANSFEREES agree to pay Stamp Duty and Registration Charges towards this Agreement and the Society Transfer Charges to be paid by the both parties equally.

13. This Agreement is executed subject to the provisions of Maharashtra Co-operative societies Act, 1961 read with the Maharashtra Ownership Flat (promotion, regulation, sale) Act, 1963 and the rules, regulations, byelaws framed there under and all the privileges and benefits available thereof under the aforesaid **Agreement** shall be available and transferred to the TRANSFEREES herein.

14. The TRANSFERORS shall hand over to the TRANSFEREES all documents of title including all original agreements in respect of the said Flat upon the receipt of the entire amount or whenever required by the Transferees.

15. All disputes under this Agreement are subject to the jurisdiction of courts at Mumbai.

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TRANSFERORS

(2) MS. SHANTHI THUPPIL,

(3) MRS. VIJAYALAKSHMI,

in the presence of

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SIGNED, SEALED & DELIVERED

by the withinnamed **TRANSFEREES**

(1) MRS. SHIKHA SHASHANK AGARWAL,

(2) MR. SHASHANK AGARWAL

in the presence of

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RECEIPT

RECEIVED of and from the withinnamed TRANSFEREES (1) MRS. SHIKHA SHASHANK AGARWAL, (2) MR. SHASHANK AGARWAL, a sum of Rs. _____/- (Rupees _____ Only) being part payment payable by the TRANSFEREES to me for the sale and transfer of the said Flat No.206 on the Second Floor of "C" Wing, Building No.6 in the building known as "LEVELS" in the society known as "LEVELS CO-OPERATIVE HOUSING SOCIETY LTD." Registration No.MUM/SRA/HSG/TC/13145/YEAR 2021, admeasuring 112.268 sq.mtrs. Carpet area equivalent to adm. about 134.72 sq.mtrs. Built up area along with 1 (One) Podium Car Parking Space No.B2-12 in the said building situated at Rani Sati Marg, Malad (East), Mumbai-400 097, lying, being and constructed on the plot of land bearing Survey No. 288(part), 503(part), corresponding to C.T.S. No. 521, 521/1 to 8, 521/10 to 17, 522, 522/1 to 11, 523, 524, 524/1 to 12, 525, 525/1 to 4, 527, 527/1 to 26, 528, 528/1 to 11, 529, 529/1 to 15, 530, 530/1 to 16, 531, 532, 532/1 to 13, 533(pt), 533/1 to 100, 533/ 107 to 484, 533/486 to 643, 533/648, 536, 536/1 to 5, 537, 537/1 to 7 of Village Malad East, Taluka Borivali, within the registration District and Sub District of Mumbai Suburban District, in following manner:

Sr. No.	Cheque No.	Date	Bank	Amount
1.	000079	07/01/2024	Kotak Mahindra Bank	5,00,000/-
			TOTAL AMOUNT	_____/-

WE SAY RECEIVED

(1) MR. VIJAYAPURAM S. SRINIVASAN,

(2) MS. SHANTHI THUPPIL,

(3) MRS. VIJAYALAKSHMI
TRANSFERORS

WITNESS:

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