

Agreement to Sale

ARTICLES OF AGREEMENT made at Mumbai, this ___ day of February in the year Two Thousand Twenty Four Between **Mr. HEMANTKUMAR YESHWANT MALGUNDKAR** (Aadhar card no. 705774441949) (Pan card number ABTPM7696L) age 63, Hindu, Indian Inhabitants, residing at A-64/203, KARAN SHANTINAGAR CHSL, SECTOR 1, SHANTI NAGAR, MIRA ROAD, THANE 401107, hereinafter referred to as "**THE VENDOR**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include her heirs, executors, administrators, nominees and/or assigns) of One Part AND **Mr. SACHIN HARISHCHANDRA CHAVAN**, (Aadhar card no. 342256825381) (Pan card number AIOPC9532B) adult, Indian Inhabitant, of Mumbai residing at SHREE GANESH CHAWL, NEAR HANUMAN MANDIR, HANUMAN AALI, UMELE GAON, UMELE THANE, BASSIN ROAD, MAHARASHTRA 401202, hereinafter referred to as "**THE PURCHASER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, nominees and/or assigns) of the Other Part:-

WHEREAS :-

- a) By, under, for the consideration and on the terms and conditions recorded in the Agreement dated 19th August, 2003 which is registered on 19th August, 2003 at the office of the Sub-registrar of Assurances at Thane under Sr. No. TNN2/3862 of 2003, ("the said agreement" for short) the Vendor has purchased from M/s. Sanjay P. Vora, (HUF) a Hindu Undivided family through its Karta Mr. Sanjay P. Vora ("the Developers" for short) the premises bearing Flat No. 203 admeasuring 394 sq ft carpet area equivalent to 36.60 sq. mtrs. of carpet area ("the said Flat" for short) on the Second floor in "B" wing of building presently known as "SAI DRISHTI B-2 CO.OP HSG SOCIETY LIMITED" being constructed by the Developers on the piece and parcel of land bearing Old Survey no. 254 H. No. 1(p) New Survey No. 25 H. No. 1 (P) situate at Village Penkarpada, Mira, Taluka and District Thane and more particularly defined in the schedule hereunder;

- b) In the month of November, 2003, the said developers handed over the possession of the said flat to the Vendor, the said developers issued possession letter dated 20th November, 2003.
- c) In due course, a society, viz. SAI DRISHTI B-2 Co-operative Housing Society Limited (“the said Society” for short) has duly been formed by the purchasers/allottees of the flats in the building known as SAI DRISHTI B-2 Co-Operative Housing Society Limited so constructed by the Developers on the said Property which society has duly been registered under Registration No. TNA/(TNA) /HSG/TC/16782/2005-06 dated 18th October, 2005 and is having its office at Sai Complex, Between Shanti Vihar & Joggars Park, Mira Road East, Thane 401107;
- d) By virtue of the said agreement as recorded above having purchased from the said Developers the said Flat, the said Society has issued 05 Shares of the said Society having face-value of Rs. 50/- each making aggregate value of Rs.250/- bearing distinctive numbers 31 to 35 (both inclusive) comprised in Share Certificate No. 7 dated 29th March, 2006, hereinafter referred to as “the said Shares”;
- e) In the circumstances the Vendor is the owner of and is absolutely entitled to the said Shares and all rights consequential upon and incidental to the holding of the said Shares including the right to exclusive possession and enjoyment of the said Flat;
- f) The said Shares are held by the Vendor in his own name and on his own account, without any other person or persons or body of individuals by whatever name called being entitled to any charge, right, title or interest in any of the said Shares of Flat no. 203 or in any of rights consequential upon the holding of the said Shares;
- g) For the sake of brevity, all the rights so held by the Vendor under the terms of the agreement including the rights in respect of the said Shares in the Flat no. 203 as also the rights in respect of peaceful exclusive occupation of the said Flat No. 203 are collectively hereinafter referred to as ‘the said Interests’

- h) The Vendor has informed purchaser that the Vendor has not agreed to sell or sold off or has not entered into any agreement and/or arrangement with any other person or party whomsoever in respect of the said interests nor is there any litigation of any kind whatsoever pending before any Authority pertaining to any of the rights held by the Vendor in the said Shares of Flat No. 203 and/or the said Flat No. 203;
- i) The Vendor now has agreed to sell, transfer and assign to and in favour of Purchaser the said interests on the terms and conditions mutually agreed upon between the parties hereto. On _____ the said society had issued no objection certificates in favor of the Vendor for selling the said flat.
- j) Relying inter alia upon such information given by the Vendor and believing the said information to be true and correct, the Purchaser is desirous of purchasing from the Vendor the said Interests;
- k) The parties hereto are now desirous of recording the terms and conditions thus mutually agreed upon in the manner hereinafter appearing.

NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED by and between the parties hereto as follows:-

1. The Vendor does hereby agree to sell unto the Purchaser and the Purchaser does hereby agree to purchase from the Vendor, free from all encumbrances, all the rights, title, share and interests of the Vendor in, to, over or upon the aforesaid 5 Shares of the SAI DRISHTI B-2 Co-Operative Housing Society Limited, a co-operative housing society duly registered under Registration No. TNA/(TNA) /HSG/TC/16782/2005-06 dated 18th October, 2005 and is having its office at Sai Complex, Between Shanti Vihar & Joggers Park, Mira Road East, Thane 401107 ("the said Society" for short), comprised in Share Certificate No. 7 dated 29th March, 2006, having face-value of Rs. 50/- each making aggregate value of Rs. 250/-, hereinafter referred to as "the said Shares", alongwith all the corresponding rights, title and interests in the assets and properties of the said Society including complete, exclusive and peaceful possession and enjoyment of Flat No. 203 admeasuring 394 sq ft carpet area equivalent to 36.60 sq. mtrs. of carpet area ("the said Flat" for short) on the Second floor in "B" wing of building presently known as "SAI DRISHTI B-2 CO.OP HSG SOCIETY

LIMITED” being constructed by the Developers on the piece and parcel of land bearing Old Survey no. 254 H. No. 1(p) New Survey No. 25 H. No. 1 (P) situate at Village Penkarpada, Mira, Taluka and District Thane for a consideration of Rs. 56,60,000/- (Rupees Fifty Lakhs and Sixty Thousand Only).

2. The Purchaser has prior to the execution of these presents, paid to the Vendor an amount of Rs. 6,03,400/- (Rupees Six Lakhs Three Thousand And Four Hundred only) in the following manner, i. e. to say:-

a) a sum of Rupees _____ paid vide a cheque dated _____ bearing number _____ of _____ branch of _____, in the name of **Mr. HEMANTKUMAR YESHWANT MALGUNDKAR.**

out of the aforesaid consideration, payment and receipt whereof the Vendor does hereby admit and acknowledge and of and from the same and every part thereof does hereby acquit, release and discharge the Purchaser forever. Rs. 56,600/- (Rupees Sixty Seven Thousand Only) being the Tax Deductable at source by the purchaser under Section 194 I-A of the Income Tax Act on the transaction hereby envisaged, has duly been paid by the Purchaser on behalf of the Vendor as per the statutory requirements, on or before execution hereof. The Purchaser shall, within 20 days from the date hereof, provide to the Vendor the TDS Certificate for the Tax that the Purchaser had so paid on behalf of the Vendor.

3. The Purchaser has informed the Vendor that in order to pay the remaining balance of Rs. 50,00,000/-. (Rupees Fifty Lakhs only), the Purchaser is in process of availing financial loan from the banks or financial institution and as such the balance consideration shall be paid by the Purchaser within Thirty (90) working days from the date of execution of this agreement.

4. Simultaneously with the execution hereof, the Vendor has handed over the possession of the said flat to the Purchaser and the originals of (i) Agreement dated 19th August, 2003 (ii) possession letter dated 20-11-2003 and (iii) Original Share Certificate.

5. The Vendor does hereby declare unto the Purchaser that the Vendor till date has duly discharged, observed and performed all the duties, liabilities and responsibilities to be discharged, observed and/or performed by the Vendor in his capacity as a member of the said Society as also as the occupier of the

said Flat and that all the amounts payable in respect of the said Flat including the periodical and other outgoings in respect of the said Flat till the date hereof being the date of the Vendor handing over to the Purchaser quiet, vacant and peaceful possession of the said Flat as is herein recorded shall be paid by the Vendor alone with an express understanding that hereafter it shall be the liability of the Purchaser to pay all such amounts. The Vendor does hereby further declare that each of the rights conferred upon and/or enjoyable by the Vendor in his capacity as the member of the said Society as also as the occupier of the said Flat is still valid and subsisting. The Vendor does hereby also declare unto the Purchaser that as on the date hereof, the rights of the Vendor as the member of the said Society and/or occupier of the said Flat as are more particularly herein set out are free from all claims, lien, charges, mortgages, liabilities and encumbrances of whatsoever nature save and except as provided hereinabove. After execution hereof, the Vendor shall not be entitled to create any claims, lien, charges, mortgages, liabilities, encumbrances and/or third party interests of whatsoever nature in respect of the rights of the Vendor in respect of the said Shares as also the said Flat and/or any part thereof.

6. The parties hereto do hereby agree and undertake to sign and execute all necessary forms, applications and/or writings as also to render necessary co-operation to each other for the purpose of procuring permission/s and/or consent/s required from the said Society for effective completion of the transaction hereby recorded.
7. The Vendor does hereby further declare:-
 - a) That no proceedings or notice for initiating any proceedings for acquisition or requisition by any governmental, semi governmental or local bodies or authorities or by any other organization has been initiated or issued against the said Flat or any part thereof;
 - b) That no notice of attachment has been issued attaching or causing to be attached the said interests and/or the said Shares of the said Society by Income-tax, Sales-tax or any other department of any governmental, semi-governmental or local body or authority for arrears of taxes, cesses, levies or duties payable by the Vendor;

- c) That there are no liabilities of Crown Debt/s and/or statutory dues of any nature outstanding against the Vendor so as to bring attachment by any statutory or other body or authority on the rights, title and interest hereunder sought to be transferred unto the Purchaser; and,
- d) That no litigation with any financial institution or other creditors affecting the rights, title and/or interest hereunder sought to be transferred are pending nor is there any order of attachment or appointment of a receiver made or pending against the said interests or any part thereof.
- e) That no proceeding/s under Income Tax Act, 1961 have been initiated and/or are pending against the Vendor or the erstwhile owners in respect of the said Flat and/or said Shares;

The Vendor is well aware that the Purchaser has agreed to pay the consideration herein mentioned inter alia relying upon the declarations herein made by the Vendor.

- 8. The Vendor does hereby expressly agree that should the Purchaser be required to bear, suffer, incur or meet any expenses, losses or damages due to or on account of any of the declarations of the Vendor herein contained being found out to be false, untrue and/or incorrect any time hereafter, the Vendor shall indemnify and keep indemnified the Purchaser against all such expenses, losses and damages including the expenses of enforcing the indemnity hereinabove contained.
- 9. The Purchaser does hereby agree to accept the membership of the said SAI DRISHTI B-2 CO.OP HSG SOCIETY LIMITED and to abide by all the bye-laws, rules and regulations which may from time to time be adopted by the said Society.
- 10. The Vendor does hereby also agree to execute all deeds, documents and other papers and to render all assistance necessary for the purpose of effecting transfer of the said Shares, the said Flat as also any one or more of the security deposit or other deposits pertaining to the said Flat from the name of the Vendor to the name of the Purchaser and for the purpose of perfecting the title of the Purchaser to the said Flat, as also to all such deposits pertaining thereto and to hand over to the Purchaser all the receipts for security deposits in respect of the amenities like electricity, Mahanagar Gas etc. provided at the said Flat as also the receipts for maintenance

charges till date paid to the said Society and electricity bills for three months prior to the date hereof for the electricity provided to the said Flat.

11. All expenses in connection with the transaction hereby envisaged including Transfer fee and/or donation, if any, by whatever name called, required to be paid to the said Society for effectively completing the transaction hereby envisaged shall be shared equally by the parties hereto. The stamp-duty and/or registration fees payable in respect hereof shall also be borne and paid by the Purchaser alone. Each party shall bear and pay the professional fees of the advisors appointed by the respective party.
12. Any disputes between parties shall be referred arbitration by sole arbitrator, to be appointed by both the parties mutually. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 and/or any amendment to the said Arbitration and Conciliation Act, 1996. The courts having jurisdiction for the purpose of the Arbitration shall be of Mumbai. The venue and seat of Arbitration shall be Mumbai. The Agreement is subject to jurisdiction of the Courts at Mumbai.

IN WITNESS WHEREOF the parties hereto have hereunto and to the duplicate hereof set and subscribed their respective hands and seals the day and year first hereinabove written.

-: Schedule of the Property above referred to:-

Flat No. 203 admeasuring 394 sq ft carpet area equivalent to 36.60 sq. mtrs. of carpet area (“the said Flat” for short) on the Second floor in “B” wing of building presently known as “SAI DRISHTI B-2 CO.OP HSG SOCIETY LIMITED” Shanti Vihar & Joggars Park, Mira Road East, Thane 401107; being constructed by the Developers on the piece and parcel of land bearing Old Survey no. 254 H. No. 1(p) New Survey No. 25 H. No. 1 (P) situate at Village Penkarpada, Mira, Taluka and District Thane 401107.

SIGNED SEALED AND DELIVERED by
the withinnamed the Vendor, **Mr.**
HEMANTKUMAR YESHWANT
MALGUNDKAR:-

in the presence of

1.
2.
SIGNED SEALED AND DELIVERED by
the withinnamed THE PURCHASER, **Mr.**
SACHIN HARISHCHANDRA
CHAVAN in the presence of

1.
2.

Receipt

RECEIVED prior to the day and year first hereinabove written of and from
the withinnamed THE PURCHASER the sum of Rs. 6,03,400/- (Rupees Six
Lakhs Three Thousand And Four Hundred only) in the following manner, i.
e. to say:-

- a) a sum of Rupees _____ paid vide a cheque dated _____ bearing
number _____ of _____ branch of _____, in the name of **Mr.**
HEMANTKUMAR YESHWANT MALGUNDKAR.

out of the aforesaid consideration, payment and receipt whereof the Vendor
do hereby admit and acknowledge and of and from the same and every part
thereof does hereby acquit, release and discharge the Purchaser forever.

Rs. 6,03,000/-

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I SAY RECEIVED.

Mr. HEMANTKUMAR YESHWANT MALGUNDKAR
(The Vendor)

WITNESSES:-

1.
2.