

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Mumbai, this 04th day of March, 2024.

BETWEEN

MR.CHANDBASHA ALLAUDDIN SAYYED, aged 79 years, having PAN NO.CMFPS7070F, an adults, Indian Inhabitant, Mumbai residing at Flat No.1312, Rehab Wing "A", 13th Floor, Ghatkopar Laxminagar Shivprasad CHS Ltd, Andheri-Ghatkopar Link Road, Laxmi Nagar, Ghatkopar (E), Mumba i- 400075, an hereinafter called "THE VENDOR/TRANSFEROR" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his executors and administrators) "THE PARTY OF THE ONE PART"

AND

(1) MR.PRATIK ANAND LAVATE, aged 27 years PAN NO. AMUPL0873, (2) MR.ANAND DYANU LAVATE, aged 59, years PAN NO.ABXPL2959H, both adults, Indian Inhabitant, Mumbai residing at Safalya CHS, Gourishankar Wadi No.2, Pant Nagar, Ghatkopar (E), Mumbai - 400075, having hereinafter called "THE PURCHASERS / TRANSFEREERS" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her theirs, executors, administrators and assigns) "THE PARTY OF THE OTHER PART"

AND WHEREAS the Vendor/Transferor MR. CHANDBASHA ALLAUDDIN SAYYED, is the absolute owner and possessed a residential flat being Flat No.1312, on the 13th floor, of the Rehab Wing "A", having an admeasuring about 269 Sq.ft. (Carpet Area), (hereinafter for the sake of brevity referred to as

"THE SAID FLAT") of the Building known as" **Laxminagar Ghatkopar Shivprasad Co-operative Housing Society Ltd;**" situated at **Andheri- Ghatkopar Link Road, at Laxmi Nagar, Ghatkopar (East), Mumbai - 400075,**

AND WHEREAS the Vendor/Transferor **MR.CHANDBASHA ALLAUDDIN SAYYED,** (herein after referred to as the "**ALLOTTEE/MEMBER**") is the bonafide tenant and ownership and occupied had acquired the said flat as from its The Builders/Developers **M/S. SHRI SAIDEEP REALTORS PRIVATE LTD.,** (hereinafter referred to as "**THE DEVELOPERS**") and "**LAXMINAGAR GHATKOPAR SHIVPRASAD CO-OPERATIVE HOUSING SOCIETY LTD**"; (hereinafter called as "**THE CONFIRMING PARTY**"), (Under Re-Development SRA Scheme Developed Building known as by Ghatkopar Laxminagar Shivprasad Co-Op Housing society Ltd.), against his existing structure old Hut/Room No.14/21/14, Chawl No.07, **Eligible Annexure -II, Serial No.6,** therein as "**ALLOTTEE/ MEMBER**". in old of Society "**Ghatkopar Laxminagar Shivprasad Co-operative Housing Society Ltd;**" asituated at **Andheri -Ghatkopar Link Road,** at situated and lying at on plot bearing **Survey No.236-A,** and **CTS No.184/C (pt),** of Revenue Village of **Ghatkopar, Taluka Kurla, at Laxmi Nagar, Ghatkopar (E) ,Mumbai -400075** and thereafter the said flat Society Authorities have allotted to it gives Transferors immense pleasure to present Shri Saideep Realtors Private Ltd. The Developers to the Transferors **possession Letter Cum Possession Recipet** dated. **19.01.2013** and hand over the key of the Residential Premises of bearing **Flat No.1312,** on the **13th floor,** of the **Rehab Wing "A",** having an admeasuring about **269 Sq.ft. (Carpet Area)** (hereinafter for the sake of brevity referred to as "**THE SAID FLAT**") of the Building known as "**Ghatkopar Laxminagar Shivprasad Co-operative Housing Society Ltd;**" situated at **Andheri -Ghatkopar Link**

Road, at situated and lying at on plot bearing Survey No.236-A, and CTS No.184/C (pt), of Revenue Village of Ghatkopar, Taluka Kurla, at Laxmi Nagar, Ghatkopar (E),Mumbai -400075, Municipal corporation of Greater Mumbai limits of 'N' Ward, having Municipal Property Tax Sac NO. NX0309940350000, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban District (hereinafter for the sake of brevity referred to as "THE SAID FLAT PREMISES").

AND WHEREAS by an under Re-Developmet SRA Scheme, through Article of Triparty Agreement Dated.06-02-2007,the consideration and on the terms and conditions contained therein, from The Builder/Developer M/S. SHRI SAIDEEP REALTORS PRIVATE LTD,(hearinafter referred to as "THE DEVELOPERS") of the "FIRST PART" Developers havingng its registered office at 201, Sai Plaza, Jawahar Road, OPP. Ghatkopar Railway Station, Ghatkopar (W), Mumbai - 400 075, and the Transferor MR. CHANDBASHA ALLAUDDIN SAYYED, (herein after referred to as the"ALLOTTEE/MEMBER") of the "OTHER PART" and GHATKOPAR LAXMINAGAR SHIVPRASAD CO-OPERATIVE HOUSING SOCIETY LTD; (hereinafter called as the "THE CONFIRMING PARTY") of the "THIRD PART" (Under Re - Development Scheme Developed Building known as by Ghatkopar Laxminagar Shivprasad CHS Ltd.), the Residential Premises bearing New Flat No.1312, on the 13th floor, of the Rehab Wing "A", having an admeasuring about 269 Sq.ft. (Carpet Area) (hereinafter for the sake of brevity referred to as "THE SAID FLAT") of the Building known as "Ghatkopar Laxminagar Shivprasad Co-operative Housing Society Ltd;" situated at Andheri -Ghatkopar Link Road, at situated and lying at on plot bearing Survey No.236-A, and CTS No.184/C (pt), of Revenue Village of Ghatkopar, Taluka Kurla, at Laxmi Nagar, Ghatkopar (E),Mumbai -400075; (hereinafter for the sake of

brevity referred to as "THE SAID FLAT PREMISES")

AND WHEREAS incidental to the holding of the said Premises, the said **VENDOR/TRANSFEROR** is enjoying membership rights of the society, "Ghatkopar Laxminagar Shivprasad Co-operative Housing Society Ltd;" the Society formed and registered under the Maharashtra Co - operative Societies Act,1960. bearing Registration No. **BOM /MHADB/HSG/(TO)/ 7355 / of YEAR 1993-94**, dated. **20.04.1993**, Share Certificate is issued by the society to the members **share certificate No.155**, and issued **five** fully paid up shares bearing Distinctive Nos.**771 to 775** dated. **28.02.2024**. the said Shares.

AND WHEREAS as on today the **VENDOR/TRANSFEROR** is the absolute Owner of the said Premises and enjoying membership rights of the said Society.

AND WHEREAS on coming to know the intention of the **VENDOR/TRANSFEROR** regarding sale of the said Premises, the **PURCHASER/TRANSFEREERS** approached the **VENDOR/TRANSFEROR** and negotiated for sale and transfer of the said Premises and the said shares of the Society in his favor and the **VENDOR/TRANSFEROR** made following representations to the **PURCHASER/TRANSFEERS** in respect of the said Premises vide:-

- a. There are no suits, litigation, civil or criminal or any other proceedings pending as against the **VENDOR/TRANSFEROR** in respect of the said Premises.
- b. There are no attachments or prohibitory orders against the said premises and is not subject matter of any *lis-pendens* or attachments either before or after judgments.
- c. The **VENDOR/TRANSFEROR** has not received any notice either from Income Tax authorities or any other statutory

body or authorities regarding the acquisition or requisition of the said Premises.

- d. There are no encumbrances created against the said Premises and the title of the **VENDOR/TRANSFEROR** to the said Premises are clear, marketable and free from all other encumbrances
- e. Except **VENDOR/TRANSFEROR**, no other person or authority have got right, title or interest of whatsoever nature against the said Premises.
- f. The **VENDOR/TRANSFEROR** has not been adjudicated insolvent nor he has committed any act of insolvency nor is there any order of any Court or Authority restraining him or creating any inability from entering in to this agreement.

Relying upon the aforesaid representations made by the **VENDOR/TRANSFEROR** the **PURCHASERS/TRANSFeree** S agreed to purchase the said Premises on ownership basis and incidental thereto transfer of the said Shares of the said Society for the total sale consideration of **Rs.53,75,000/- (Rupees Fifty Three Lakhs Seventy-five Lakhs Only)** and on the terms and conditions appearing hereinafter.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO DECLARE AND CONFIRM As follows-

1. The recitals contained herein shall form the integral part of this Agreement as if the same are set out and incorporated herein.
2. The **VENDOR/TRANSFEROR** hereby agree to assign to the **PURCHASER/TRANSFerees** the flat standing in the name of the **VENDOR/TRANSFEROR** in the books of the

said "Ghatkopar Laxminagar Shivprasad Co-operative Housing Society Ltd;" Incidental to the said assignment, the **VENDOR/ TRANSFEROR** further hereby agree to sell, transfer and convey to the **PURCHASERS/TRANSFEREES** the said Residential Premises bearing **New Flat No.1312**, on the **13th floor**, of the **Rehab Wing "A"**, having an admeasuring about **269 Sq.ft. (Carpet Area)** (hereinafter for the sake of brevity referred to as "**THE SAID FLAT**") of the Building known as "**Ghatkopar Laxminagar Shivprasad Co-operative Housing Society Ltd;**" situated at **Andheri - Ghatkopar Link Road**, at situated and lying at on plot bearing **Survey No.236-A**, and **CTS No.184/C (pt)**, of Revenue Village of **Ghatkopar**, Taluka **Kurla**, at **Laxmi Nagar**, **Ghatkopar (E)**, **Mumbai -400075**; (hereinafter for the sake of brevity referred to as "**THE SAID FLAT**")

3. That the full and final sale consideration amount **Rs. 53,75,000/- (Rupees Sixty Lakhs Only)** to be Paid by the **PURCHSERS/TRANSFEREES**, to the **VENDOR/TRANSFRO R** on the following manner:
4. That the purchasers have paid a sum of **Rs.3,21,250/- (Rupees Three Lakhs Twenty One Thousand Two Hundred Fifty Only)** Part sale consideration amount, through **RTGS/NEFT/CHEQUE** on or before Registration of Agreement for Sale towards part Payment after deducting **TDS 1% Percent** amount. details of Payment hereinafter mentioned, advance amount.
5. On or execution hereof in **PART SALE CONSIDERATION AMOUNT**. Remaining the Balance full and final Sale amount of **Rs.50,00,000/- (Rupees Fifty Lakhs Only)** which amount will be paid by the Purchasers to Vendors on **Before 60 days'** from the date of Registration of

agreement for sale through RTGS/NEFT/Cheque/DD after raising **Home Loan for Bank or any other financial institutions.** (The payment and receipt whereof the **VENDOR / TRANSFEROR** do hereby admits and acknowledges and of from the payment of the same and every part thereof forever acquits, release and discharge the **PURCHASERS**).

6. **Rs.53,750/- (Rupees Fifty Three Thousand Seven Hundred Fifty Only)** being the amount to be deducted by the **PURCHASERS/TRANSFEREES** towards **TDS** as applicable by law @ **1% Percent** of the total sale consideration amount **Rs.53,75,000 /-(Rupees Fifty Three Lakhs Seventy-five Thousand Only)** as per section 194-1A of the Income Tax Act, 1961, for which The **PURCHASERS/ TRANSFEREERS** shall deposit the same in the competent Bank and produce TDS challan / certificate to the **VENDOR/TRANSFEROR** (The details of the payment are more specifically mentioned in the Receipt clause appearing at bottom).

If there is any requirement from Bank for loan purpose, then Transferors shall assist the Transferees to comply with the Bank requirement's if any problem bank necessary requirements paper, work, Transferors liable for any quires from Bank Loan. Then both the parties agreed and cancel the said Agreement for Sale, and Deed of cancellation get registered by mutual understanding.

The **SELLER** declares that they are absolute owner of said flat. **SELLER** further declares that they have full power and absolute authority to transfer their right, title and interest in the said flat to the **PURCHASERS/TRANSFEREES** in the manner agreed subject to **NOC** of the Society.

7. The **VENDOR/TRANSFEROR** declares that he is the absolute owner of the said Premises and enjoying membership rights of the said Society and he is holding the said Premises quietly without any claim or obstruction from any other person. The **VENDOR/TRANSFEROR** further declares that not with standing any act, deed, matter or thing whatsoever by the **VENDOR/ TRANSFEROR** or any person or persons lawfully or equitably claiming by, from , through, under or in trust for him made, done, committed or omitted or knowingly suffered to the contrary, the **VENDOR/TRANSFEROR** has good right, full power and absolute authority to convey, transfer and assure the said Premises hereby agreed to be transferred, conveyed and assigned in favour of the **PURCHASERS/TRANSFEREES** as aforesaid he has not done, committed or omitted any act, deed, matter or thing whereby the ownership, possession or occupation and enjoyment of the said Premises may be rendered void or voidable.
8. If any person claims any right, title or interest in the said Premises through the **VENDOR/TRANSFEROR** and thereby the **PURCHASERS/TRANSFEREES** is put to any losses, expenses, then in such event the **VENDOR/ TRANSFEROR** agrees and undertakes to indemnify and keep indemnified the **PURCHASERS/TRANSFEREERS** against all claims, actions, demands and proceedings arising in respect of the said Premises.
9. On receiving full consideration as mentioned herein above, the **VENDOR/TRANSFEROR** shall hand over to the **PURCHASERS/TRANSFEREES**, the title documents in his custody, in respect of the said Premises.
10. The **VENDOR/TRANSFEROR** declares that the said

Premises is free from all encumbrances and the same is not mortgaged or in any manner charged for payment of any money to any person or Financial Institutions. The **VENDOR/TRANSFEROR** further declares that he has not entered into any agreement for transfer, sale or leave and license or let out in respect of the said Premises with any other person or persons.

11. At present the said Premises is in lawful possession of the **VENDOR/TRANSFEROR**. Without reserving any right, the **VENDOR/TRANSFEROR** shall hand over peaceful physical possession of the said Premises to the **PURCHASERS/TRANSFEREES** on receiving the full consideration as agreed. The **VENDOR/TRANSFEROR** do hereby covenant with the **PURCHASERS/TRANSFEREES** that after taking possession of the said Premises, the **PURCHASERS/TRANSFEREES** shall enjoy quietly and peacefully and occupy the said Premises without any hindrance, denial, demands, interruption or eviction by the **VENDOR / TRANSFEROR** or any person lawfully or equitably claiming through, under or in trust for the **VENDOR/TRANSFEROR**.
12. All the taxes, electricity charges, maintenance charges and other outgoings in respect of the said Premises shall be paid by the **PURCHASERS/TRANSFEREES** from the date of taking over possession and till then, the **VENDOR/TRANSFEROR** shall pay all the taxes, electricity charges, maintenance charges and outgoings to the respective Authorities.
13. The **PURCHASERS / TRANSFEREES** confirms that before execution of this Agreement, he has inspected the said Premises and satisfied theyself regarding area, quality of

construction and condition thereof. In future, the **PURCHASERS/TRANSFEREES** shall not raise any objection or dispute regarding the said issues. If further renovation or repairs are required, the same shall be done by the **PURCHASERS/TRANSFEREES**.

14. The **PURCHASERS/TRANSFEREES** shall abide by the rules and regulations of the said Society and pay the taxes and all other outgoing in respect of the said Premises, as and when the same become due for payment and keep the **VENDOR/TRANSFEROR** indemnified in respect thereof till the time the **PURCHASERS/TRANSFEREES** is admitted as the member of the said Society in respect of the said Premises.
15. The **VENDOR / TRANSFEROR** and the **PURCHASERS/TRANSFEREES** will execute necessary documents as and when required for giving proper effect to what is agreed herein and to transfer the said shares and the said Premises to the **PURCHASERS/TRANSFEREES** in the books of the said Society and other appropriate authorities.
16. The **VENDOR/TRANSFEROR** shall obtain the consent or no objection from the said Society for transferring the said Premises in favour of the **PURCHASERS/TRANSFEREES**.
17. The premium / Transfer fee of the said Society in respect of the transfer of the said shares and the said Premises will be borne and paid by the **VENDOR /TRANSFEROR** and the **PURCHASERS/TRANSFEREES**, equally.
18. Electricity/ Water meters/ Mahanagar Gas, Sinking Fund and all the amount standing to the credit of the **VENDOR/**

TRANSFEROR in the books of the said Society in respect of the said Premises shall be transferred in the name of the **PURCHASERS/TRANSFEREES** on payment of full consideration as agreed.

19. The Stamp Duty and Registration charges and SRA Transfer fees of this Agreement shall be borne and paid by the **PURCHASERS/TRANSFEREES** alone. The Parties here to undertake to comply with all the formalities required for completing the registration of this Agreement in respect of the said Premises in the record of the Sub-Registrar of assurances.
20. The **VENDOR/TRANSFEROR** 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 whatsoever for more perfectly securing the right, title and interest of the **VENDOR/TRANSFEROR** in the said Premises agreed to be sold and transferred unto and to the use of the **PURCHASERS/TRANSFEREES**
21. 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 shall be referred to sole arbitrator appointed by both the parties hereto and thus, disputes and differences shall be resolved in accordance with the provisions of Arbitration & Conciliation Act, 1996.

-THE SCHEDULE ABOVE REFERRED TO

THE RESIDENTIAL PREMISES bearing Flat No.1312, on the 13th floor, of the Rehab Wing "A", having an admeasuring about 269 Sq.ft. (Carpet Area) (hereinafter for the sake of brevity referred to as "THE SAID FLAT") of the Building known as "Ghatkopar Laxminagar Shivprasad Co-operative Housing Society Ltd;" situated at Andheri -Ghatkopar Link Road, at situated and lying at on plot bearing Survey No.236-A, and CTS No.184/C (pt), of Revenue Village of Ghatkopar, Taluka Kurla, at Laxmi Nagar, Ghatkopar (E), Mumbai -400075, Municipal corporation of Greater Mumbai limits of 'N' Ward, having Municipal Property Tax Sac NO. NX0309940350000, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban District. The said building is Constructed in the year 2014 having comprising of Part Stilt + 1st to 16th upper floor for residential use, with lift facility.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective signatures the day and year first hereinabove writte

SIGNED SEALED AND DELIVERED)

By the within named "THE VENDOR/ TRANSFEROR")

MR. CHANDBASHA ALLAUDDIN SAYYED

In the presence of)

- 1.
- 2.

SIGNED SEALED AND DELIVERED)

By the within named "THE PURCHASERS/TRANSFEREES")

(1) MR.PRATIK ANAND LAVATE

(2) MR.ANAND DYANU LAVATE

In the presence of.....)

Witness:

- 1.
- 2.

RECEIPT

RECEIVED of and from the withnamed PURCHASERS / TRANSFEREES (1) MR.PRATIK ANAND LAVATE (2) MR.ANAND DYANU LAVATE, the sum of Rs.3,75,00,000/- (Rupees Three Lakhs Seventy-five Thousand Only) and Including after deducting 1% Percent TDS amount. herein above towards the Advance Part Payment of the total sale consideration amount of Rs.53,75,000/- (Rupees Fifty Three Lakhs Seventy-five Thousand Only), of the Residential Premises bearing Flat No. 1312, on the 13th floor, of the Rehab Wing "A", having an admeasuring about 269 Sq.ft. (Carpet Area) (hereinafter for the sake of brevity referred to as "THE SAID FLAT") of the Building known as "Ghatkopar Laxminagar Shivprasad Co-operative Housing Society Ltd;" situated at Andheri-Ghatkopar Link Road, at situated and lying at on plot bearing Survey No.236-A, and CTS No.184/C (pt), of Revenue Village of Ghatkopar, Taluka Kurla, at Laxmi Nagar, Ghatkopar (E), Mumbai -400075,

Cheque No.	Date	Bank	Amount Rs.
596217	02.03.2024	SBI Bank Ltd, Pantnagar, Ghatkopar (E), Br.	Rs.1,00,000/-
596218	0.03.2024	SBI Bank Ltd, Pantnagar, Ghatkopar (E), Br.	Rs.2,21,250/-
0000	0.02.2024	SBI Bank Ltd, Pantnagar Ghatkopar (E), Br.	Rs.000,000/-
TDS @1% of total sale consideration amount of Rs.53,75,000/-			Rs.53,750/-
Total			Rs.3,75,000/-

I SAY RECEIVED Rs.3,75,000/-

Witness: **MR.CHANDBASHA ALLAUDDIN SAYYED**

1. Signature:.....

2.

