

AGREEMENT FOR SALE

ARTICLES OF THIS AGREEMENT is made and entered into at **MUMBAI** on this ___ day of **JUNE, 2024**.

BETWEEN:

1) MR. DEELIP VASANT DUKHANDE, Age 65 Years, PAN : AATPD3146P, AND 2) MRS. SUVARNA DEELIP DUKHANDE, Age 64 Years, PAN : ACCPD1350L, both Indian Inhabitants, having address at Flat No. 503, 5th Floor, SOHAM RESIDENCY Co-op Housing Society Ltd., Hari Om Nagar, Mulund (East), Mumbai-400081; hereinafter referred to as “THE TRANSFERORS” (which expression shall unless it be repugnant to the context or meaning thereof and to mean and deemed to include their respective heirs, executors, administrators and assigns) the Party of the First Part.

AND

1) MR. NILESH CHANDRASHEKHAR LIMAYE, Age 38 Years, PAN: ACSPL0247N, AND 2) MRS. SNEHA NILESH LIMAYE, Age 36 Years, PAN: AXNPB5923F, both Indian Inhabitants, having address at Flat No. 501, 5th Floor, SOHAM RESIDENCY Co-op Housing Society Ltd., Hari Om Nagar, Mulund (East), Mumbai-400081; hereinafter called “THE TRANSFEREES” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns) the Party of the Second Part.

WHEREAS by virtue of a Registered Agreement dated **6th day of June, 2017** (Registered with the Sub-Registrar of **Kurla4** at Doc. No. **KRL4 – 5995 - 2017** dated **06/06/2017**) executed between **1) MR. RAJESH SHASHIKANT OZA** therein referred to as the **“The Seller”** of the One Part and **1) MR. DEELIP VASANT DUKHANDE AND 2) MRS. SUVARNA DEELIP DUKHANDE**, therein referred to as the **“The Purchasers”** (Transferors herein)” of the Other Part, the Transferors purchased and acquired all rights, title and interest in **Flat No. 503, on 5th Floor,** being **constructed on Plot No. 3**, admeasuring **688 Sq. Ft. (Carpet)** area of Society known as **SOHAM RESIDENCY Co-op Housing Society Ltd.**, standing on the plot of land bearing **C.T.S Nos. 62 to 68, 71, 72, 81, 83, 84, 85A, 86 to 99, Village – Mulund (East)**, lying, being and situated at **Hari Om Nagar, Mulund (East), Mumbai-400081**; within the limits of Mumbai Municipal Corporation and within the Registration District and Sub-District of Mumbai, which flat hereinafter referred to as the **“Said Premises”**.

The said **1) MR. RAJESH SHASHIKANT OZA** had purchased the said premises from **M/S. GAUTAM ENTERPRISES** vide Registered Agreement For Sale dated **30th day of May, 2005** vide Registered with the Sub-Registrar of Kurla4 at Doc. No. **BDR14 – 03470 - 2005** dated **31/05/2005**.

AND WHEREAS 1) MR. DEELIP VASANT DUKHANDE AND 2) MRS. SUVARNA DEELIP DUKHANDE are the bonafide members of the **SOHAM RESIDENCY Co-op Housing Society Ltd.**, a society registered under **Registration No. MUM/WT/HSG/ (TC)/9822/2008-09 DT. 11/11/2008** and having right, title and interest and membership in respect of the said Premises, (hereinafter referred as **“The Said Society”**) and being the members of the said Society, the Transferors are holding (05) Five fully paid up shares under **Share Certificate**

No. 15, bearing **Distinctive No. 071 to 075, (both inclusive)**, (hereinafter referred to as the **SAID SHARES**) and thus the Transferors have clear and marketable title in respect of the said Premises and thus the Transferors are well and sufficiently entitled to the said Premises and have absolute right and power to hold, occupy and deal with and dispose off the said Premises and every part thereof and to dispose off the same to any third party.

AND WHEREAS the Transferors out of their own interest have decided to sell the aforesaid premises on **OWNERSHIP BASIS**.

AND WHEREAS the Transferees being in need of permanently suitable accommodation, came to know of the same, approached the Transferors whereupon the Transferors represented to the Transferees that :

- A) They are the absolute and lawful owners of the said Premises and are the bonafide members of the said Society and no other person/s has / have right, title or interest in the said Premises and they are sufficiently entitled to deal with and or dispose off the Premises.
- B) There are no suits, litigations, civil or criminal or any other proceeding pending as against the Transferors personally affecting the said premises.
- C) There are no attachments or prohibitory order as against or affecting the said Premises and the said premise is free from all encumbrances or charges and/or is not the subject matter to any lispendens or easements or attachments either before or after judgment.

The Transferors have not received any notice either from the Government, Semi-government, Society, or Municipal Corporation regarding any of the proceedings in respect of the said Premises.

- D) The Transferors have paid all the necessary charges of any nature whatsoever in respect of the said Premises and the Transferors have not received any notice from any statutory body or authorities asking for the payment of any nature whatsoever of the said Premises.
- E) The Transferors in the past have not entered into any agreement either in the form of sale, lease, exchange, assignment or other way whatsoever and have not created any tenancy or any other rights of the like nature in the said Premises and have not dealt with or dispose of the said Premises in any manner whatsoever.
- F) Neither the Transferors nor any of their predecessors in title has/have received any notice either from the Municipal Corporation and/or from and other statutory body or authorities regarding the requisition and/or acquisition of the said Premises.
- G) The Transferors have good and clear title, free from all encumbrances of any nature whatsoever of the said Premises and every part thereof and there are not outstanding estates or effects by way of lease, lien, charges, inheritance, sale, gift, trust, mortgage or otherwise howsoever outstanding against the Transferors and/or against the said premises or any part thereof.

- H) The Transferors are not restricted either in the Income Tax Act, Gift Tax Act, Wealth Tax Act, Estate Duty Act or under Maharashtra land Revenue Code, or under any other statute from disposing of the said premises or any part thereof in the manner stated in this agreement.
- I) The Transferors have not done any act, deed, matter or thing whereby they are prevented from entering into this Agreement on the various terms and conditions stated herein in favour of the Transferees and the Transferors have all the right, title and interest to enter into this agreement with the Transferees on the various term and conditions as stated herein.

AND WHEREAS believing the aforesaid representations the Transferees offered to purchase the said premises and right, title and interest in and upon the said Premises and also along with the benefits of the membership, including the said Shares of the said Premises of the said Society, at and for **Lump-sum Price / Consideration of Rs.1,63,00,000/-(Rupees One Crore Sixty Three Lakh Only).**

AND WHEREAS after considering the said offer from all the angles and being found the same, fair at present market value, the same have been ultimately accepted by the Transferors and the parties hereto have decided to reduce the terms and conditions of the said agreement into writing, as follows:

AND NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

1. The Transferors hereby agree to sell, assign and transfer and the Transferees hereby agree to purchase and acquire the right, title and interest in and upon the said Premises being **Flat No. 503, on 5th Floor,** being **constructed on Plot No. 3,** admeasuring **688 Sq. Ft. (Carpet)** area of Society known as **SOHAM RESIDENCY Co-op Housing Society Ltd.,** standing on the plot of land bearing **C.T.S Nos. 62 to 68, 71, 72, 81, 83, 84, 85A, 86 to 99, Village – Mulund (East),** lying, being and situated at **Hari Om Nagar, Mulund (East), Mumbai-400081;** within the limits of Mumbai Municipal Corporation and within the Registration District and Sub-District of Mumbai, as and for a **Lump-sum Price of Consideration Rs.1,63,00,000/- (Rupees One Crore Sixty Three Lakh Only)** along with the right, title and interest in and upon the said premises and also together with the benefits of membership, shares and more particularly described in the **Schedule** hereunder written.

2. The Transferees have agreed to pay to Transferors **Lump-sum Price / Consideration of Rs.1,63,00,000/- (Rupees One Crore Sixty Three Lakh Only).** in the following manner:-
 - a. Simultaneously on the execution hereof the Transferees has paid to the Transferors sum of **Rs.20,00,000/- (Rs. Twenty Lakhs Only)** as part payment towards purchase of the said flat in the manner as mentioned in the receipt at the end of this Agreement for Sale (the payment and receipt whereof the Transferors hereby admit and acknowledge and of and from the same hereby discharge the Transferees forever).

- b. "THE TRANSFEREES" will deduct and pay **TDS** of **Rs.1,63,000/-** (i.e.1% of the value of this Agreement) which will be deducted from the total consideration of **Rs.1,63,00,000/-** and used for payment of TDS and "THE TRANSFEREES" undertake to provide supporting Challan/certificate evidencing payment of the said **TDS**.
 - c. Balance Amount of Consideration of **Rs.1,41,37,000/- (Rupees One Crore Forty One Lakhs Thirty Seven Thousand Only)** shall be arranged and paid to the Transferors by obtaining loan from any Bank / Financial Institution/own funds as **Full and Final Payment** after registration of this Agreement and within on or before 18/08/2024.
 - d. All Original Document (Except Original Share Certificate) and other related paper from the Transferors on written request by the lender will be handed over to Transferees/lender after the registration of this agreement.
 - e. Upon receiving the full and final sale consideration for the said flat payable hereunder as per Clause 2 a, b, and c above "THE TRANSFERORS" will hand over to "THE TRANSFEREES" original Share certificate No. 15.
3. It is expressly agreed between the Parties that immediately upon realization of receipt of an amount of the full and final payment of consideration of the said Premises, the Transferors shall put the Transferees in actual, physical, legal, vacant and peaceful possession of the said Premises, free from all the encumbrances charges, equity, etc.

4. The Transferors, after realization of receipt of full and final amount of consideration shall have no claim, right, title, interest, demand or charge of whatsoever nature in or upon the said premises through themselves or through their predecessors in title. The Transferees hereafter shall do all the needful in respect of the said premises to secure their title to the said premises.
5. **The entire transfer fees of the society shall be borne by the Transferees only.** The Transferors shall also hand over all their original previous agreement, original Share Certificate, allotment letter, last maintenance charges receipt, last electricity bill and other records, if any available amounting to the title of the premises, for the purpose of their record.
6. The Transferors shall also hand over their previous agreement, last maintenance charges receipt, last electricity bill and other original records, if any available amounting to the title of the premises, for the purpose of their record.
7. The Transferees hereby agree that, on becoming the members of the said Society, the Transferees shall abide by all the bye - laws, rules and regulations adopted by the Society.
8. The Transferors hereby declare that, the said Premises shall be made free from all encumbrances and liabilities arising in future pertaining to the period upto the date of possession and shall be cleared off by them i. e. all the liabilities towards Municipal Taxes, Electricity Bills, Society's Maintenance upto date of possession will be cleared by Transferors.

The Transferees declare that they will clear off all the liabilities towards Municipal Taxes, Electricity Bills, Society's Maintenance due against the said Premises, after taking the possession of the said Premises. If any liability upto the date of possession arise Transferors will be responsible.

9. The Transferors further declare that, they have full right and absolute authority to enter into this agreement and that they have not done or performed or caused to be done or suffered by act, deed, matter and thing whatsoever whereby the said Premises is encumbered in any way or they may be prevented from entering into this Agreement or transferring the said Premises as purported to be done hereby or whereby and / or hindered in enjoying the rights, title to be conferred or transferred hereby in their favour whereby the quiet and peaceful possession or enjoyment of the Transferees in respect of the said Premises may be disturbed. In the event contrary being found, the Transferors shall indemnify and keep indemnified the Transferees from any loss caused to the Transferees because of the defect in title.
10. The Transferors shall obtain the necessary No Objection Certificate (NOC) from the **SOHAM RESIDENCY Co-op Housing Society Ltd.**, to effectuate the legal perfect transfer of the said Premises and Transferors have confirmed the above transfer of the premises and the said Shares in respect of the said Premises in favour of the Transferees herein.
11. It is mutually agreed by and between the Parties that the aforesaid consideration includes the cost of the said Shares and benefits annexed to the said Premises and various deposits paid by the Transferors to the said Society.

12. The Transferors hereby agree, assure and declare that there is no suit or litigation pending in any court of law in respect of the said Premises. If there is any claim Transferors will be responsible.
13. The Transferees are bound to get the said Premises legally transferred in their own name / favour after observing all the necessary procedures and get all the deed, documents, application etc. executed. The Transferors hereby undertakes to render their fullest co-operation to the Transferees for legal, full, perfect and effectual transfer of the said Premises in favour of the Transferees and further undertakes not to charges any extra consideration and / or charges etc. for the same.
14. The Transferors hereby agree to sign all necessary, papers, documents, deeds and when necessary for effective transfer of the said premises in favour of the Transferees. The Transferors will co-operate in future for transfer of the papers if any required.
15. The Transferors shall indemnify and keep indemnified to the Transferees for any further debits, which shall accrue upon the said premises on account of pending litigations till the date of handing over possession of the said premises to the Transferees.
16. The charges of stamp duty, registration fees, and the charges of this agreements, application, deeds, legal charges, etc, shall be borne and paid by Transferees alone.
17. This Agreement shall always be subject to the provisions of the Maharashtra Ownership of Flats Act, 1963 and the Rules made thereunder.

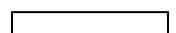
:: SCHEDULE ABOVE REFERRED TO ::

ALL THAT PREMISES bearing Flat No. 503, on 5th Floor, being constructed on Plot No. 3, admeasuring 688 Sq. Ft. (Carpet) area of Society known as SOHAM RESIDENCY Co-op Housing Society Ltd., standing on the plot of land bearing C.T.S Nos. 62 to 68, 71, 72, 81, 83, 84, 85A, 86 to 99, Village – Mulund (East), lying, being and situated at Hari Om Nagar, Mulund (East), Mumbai-400081; within the limits of Mumbai Municipal Corporation and within the Registration District and Sub-District of Mumbai.

The aforesaid society is a registered society registered under the provisions of Maharashtra Co-operative Housing Societies Act 1960, having its **Registration No. MUM/WT/HSG/ (TC)/9822/2008-09 DT. 11/11/2008.**

The construction of the building of the aforesaid year 2007 and it is Stilt plus 7 storey building having lift facility.

IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed their respective hands on the day and year written hereinabove.



SIGNED SEALED AND DELIVERED

By the within named **“TRANSFERORS”**

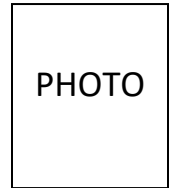
1) MR. DEELIP VASANT DUKHANDE AND

2) MRS. SUVARNA DEELIP DUKHANDE

in presence of

1)

2)



SIGNED SEALED AND DELIVERED

By the within named **“TRANSFEREES”**

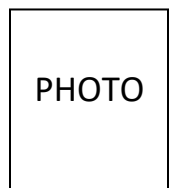
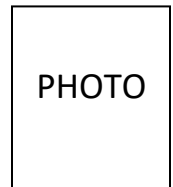
1) MR. NILESH CHANDRASHEKHAR LIMAYE AND

2) MRS. SNEHA NILESH LIMAYE

in the presence of

1)

2)



:: RECEIPT ::

RECEIVED a sum of **Rs.20,00,000/- (Rs. Twenty Lakhs Only)** from **1) MR. NILESH CHANDRASHEKHAR LIMAYE, AND 2) MRS. SNEHA NILESH LIMAYE,**

(TRANSFEREES), as the **Part Payment** against the sale of **Flat No. 503**, on **5th Floor**, being **constructed on Plot No. 3**, admeasuring **688 Sq. Ft. (Carpet)** area of Society known as **SOHAM RESIDENCY Co-op Housing Society Ltd.**, standing on the plot of land bearing **C.T.S Nos. 62 to 68, 71, 72, 81, 83, 84, 85A, 86 to 99, Village – Mulund (East)**, lying, being and situated at **Hari Om Nagar, Mulund (East), Mumbai-400081**, in the manner annexed in page no 14:-

WE SAY RECEIVED

Rs.20,00,000/-

(Rs. Twenty Lakhs Only)

1) MR. DEELIP VASANT DUKHANDE AND

2) MRS. SUVARNA DEELIP DUKHANDE

“TRANSFERORS”

WITNESSES:-

1)

2)

Details of payment made

Sr. No.	Rupees	Cheque No.	Dated	Drawn on
1)	5,00,000/-	000010	09/04/2024	Indian Overseas Bank
2)	15,00,000/-	000011	03/06/2024	Indian Overseas Bank
	<u>20,00,000/-</u>	Total		

WE SAY RECEIVED

Rs.20,00,000/- (Rs. Twenty Lakhs Only)

1) MR. DEELIP VASANT DUKHANDE AND

2) MRS. SUVARNA DEELIP DUKHANDE

“TRANSFERORS”

WITNESSES:-

1)

2)