**AGREEMENT FOR SALE**

ARTICLES OF AGREEMENT made and entered into at thane on this **28th** day of **February, 2024** BETWEEN **(1) MRS. KAVITA KRISHNA KARPE & (2) Mr. KRISHNA KESHAV KARPE,** Indian Inhabitant, both residing at **FLAT NO.003, GROUND FLOOR, MALVANI SHREE CO.OPERATIVE HOUSING SOCIETY LIMITED,** situated at. **PLOT NO. 38, RSC-II, MHADA COMPLEX, MALVANI, MALAD (WEST), MUMBAI- 400095,** hereinafter called **"THE TRANSFERORS"** (which expression shall unless it be repugnant to the meaning or context thereof be deemed to include his heirs, executors, administrators and assigns ) of the FIRST PART :

**AND**

**MR. BINOY KISHOR GANDHI (**Aadhar No. **3183 0602 9036 &** Pan No. **AHJPG2007M)**, residing at. **1001/1101, D-WING, JUHU ABHISHEK APARTMENT, JUHU VERSOVA LINK ROAD, NEAR HDFC BANK, ANDHERI (WEST), MUMBAI- 400053**, Hereinafter called **"THE TRANSFEREES"** (which expression shall unless it be repugnant to the meaning or context thereof be deemed to include their heirs, executors, administrators and assigns) of the SECOND PART:

  **AND WHEREAS** “The TRANSFERORS” is absolute owner and in exclusive possession of and otherwise well and sufficiently entitled to the Flat bearing **FLAT NO.003, GROUND FLOOR, MALVANI SHREE CO.OPERATIVE HOUSING SOCIETY LIMITED,** situated at. **PLOT NO. 38, RSC-II, MHADA COMPLEX, MALVANI, MALAD (WEST), MUMBAI- 400095,** admeasuring area **620 Sq. ft.,** having society share certificate no. **30,** is holding fifty shares Of **Rs. 50/-** each bearing distinctive Nos. from **146** to **150,** registrar at Borivali, which Flat premises is hereinafter and referred to as **‘’ the said Flat Premises‘’** (for the sake of brevity and convenience and more particularly described in the SCHEDULE written hereto.)

**AND WHEREAS** the **Mr. KRISHNA KESHAV KARPE,** have transferred **10%** share his wife **MRS. KAVITA KRISHNA KARPE,** on dated **11/01/2021,** duly registered by sub register **Borivali-6,** vide document no. **BRL-6-403-2021.**

**AND WHEREAS** “The TRANSFERORS” declares that his membership in the said society is valid and subsisting and not terminated by the said society and he has not received any notice of expulsion from the membership of the said society or any other notice restraining him from transferring the said Flat and the said shares.

 **AND WHEREAS** “The TRANSFERORS” further declares that his title over the said Flat is marketable and free from all encumbrances and he is in exclusive continuous and uninterrupted use, occupation and possession and has full and absolute right, title, and interest upon the said flat premises.

 **AND WHEREAS** “TheTRANSFERORS” is ready and willing to sell, transfer rights, title and interest and five shares and the said Flat to the TRANSFEREES which the TRANSFEREES has agreed to purchase for a lump sum price of **Rs. 1,25,00,000/- (Rupees One crore Twenty-Five Lakh Only).**

I] AND WHEREAS The said Society have no-objection for this transaction and agrees to admit the TRANSFEREES in place of TRANSFERORS herein as members of the Society.

 J] The said Flat is being purchased by the TRANSFEREES for residential purpose and to which the provision of the Maharashtra Ownership Flat (Regulations of the Promotion of Construction, Sale, Management and Transfer) act, 1963 apply.

K] The TRANSFEREES has prior to the execution of the Agreement satisfied about the title of the TRANSFERORS to the said Flat and has agreed to acquire the said Flat and the right, title and interest on the terms and conditions hereinafter appearing.

**NOW, THEREFORE, THESE PRESENT WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1] The TRANSFERORSis the sole and absolute owner of the Said Premises and he has got a clear title thereto free from all encumbrances, charges, claims and demands of any nature whatsoever and that the TRANSFERORShas not done any act, deed, matter or thing whereby they have prevented from entering into this agreement on the various terms and conditions stated herein in favour of the TRANSFEREES.

2. In past, the TRANSFERORShas not agreed to sell, transfer, alienate or encumber the Said Premises and/or any part thereof and have not entered into any agreement orally or in writing to sell, transfer, alienate or encumber the Said Premises and/or any part thereof to or in favour of the any other person whatsoever.

3. The TRANSFERORShave not received any token money, earnest money or any amount whatsoever in respect of the Said Premises from any third party.

4. The said agreed consideration amount of **Rs. 1,25,00,000/- (Rupees One crore Twenty-Five Lakh Only)**, shall be paid by the Purchasers to the Vendors as follows:

 A. The TRANSFEREES has paid the sum of **Rs. 5,00,000/- (Rupees Five Lakh Only)** to the **TRANSFERORS** by way of cash/Cheque**.**

B. The TRANSFEREES shall be paid remaining balance amount **Rs. 1,20,00,000/- (Rupees One crore Twenty Lakh Only)** on **45 working days.**

C. The TRANSFEREES shall be pay 1% TDS Amount.

5. The TRANSFERORSundertakes to deliver vacant and peaceful ***POSSESSION*** of the Said Premises to the TRANSFEREESon receipt of full and final consideration amount.

6. The TRANSFERORShereby states and declares that, the Said Premises is free from encumbrances and liabilities and if any, the same will be cleared by the TRANSFERORSat his own cost. The TRANSFERORSshall pay the Society Maintenance charges/ dues, Electricity charges/dues, Municipal Taxes/dues, Govt. Taxes/ rates/ dues etc. and other charges payable by them to the concerned authorities till the date of handing over possession of the Said Premises to the TRANSFEREES. The TRANSFEREESwill have to pay all the dues, charges, fees, taxes, maintenance charges etc. against the Said Premises from the date of taking the possession of the Said Premises and the TRANSFERORSshall not be responsible to meet the same.

7. The TRANSFERORShave got all the rights, title and interest to sell, transfer and convey the Said Premises as same as self- acquired separate property and no other person or persons have got any rights, title or interest or claim of whatsoever nature upon the Said Premises.

8. The Transferees shall have and claim save is except in respect of the said Flat hereby purchased by the common passages and the common amenities provided by the society in the said Flat.

9. The Transferees shall not throw nor shall allow or cause to be thrown any dirt, rubbish or garbage or any other refuse out of the Flat or any part thereof the said building and not alter design of the Flat inside and outside by doing any further beyond the design sanctioned by CIDCO and/ or without written permission of builder/society.

10. The TRANSFERORShave already obtained NO-OBJECTION CERTIFICATE from the said Society to effectuate the legal prefect transfer of the Said Premises and have confirmed the above transfer of the Said Premises and its shares in respect of the Said Premises in favour of the TRANSFEREESherein.

11. The TRANSFERORShereby agrees and authorizes TRANSFEREESto get the Electric Meter and other facilities duly transferred in favour of the TRANSFEREESherein with relevant records and for that purpose the TRANSFERORSherein agrees and undertakes to sign and execute all such applications, forms, deeds, matters and thing as may be required at any time in future, but at the cost of TRANSFEREESherein.

14. The TRANSFERORSshall hand over all last paid original receipts like Electrical bill, Society Maintenance charges, last paid Property Tax and other services which will be continue to TRANSFEREESwith this agreement.

15. The TRANSFEREEShereby declares that, all the rules, regulations in force and bye-laws of the said building/society will be observed by the TRANSFEREES.

16. The TRANSFEREEShereby declares that they has taken inspection of the Said Premises in all respect and the Said Premises is in order and he is fully satisfied with the same and shall not take any objection in the future. The TRANSFEREEShereby declares that, they are purchasing the Said Premises on *as is where is basis.*

17. The TRANSFERORShereby agrees to sign various forms/ formats as per provisions of various acts and co-operate with the TRANSFEREESfor completing all the formalities in connection with the said matters.

18. The TRANSFERORShas agreed to deliver to TRANSFEREESall ORIGINAL chain of agreements / documents relating to purchase of the Said Premises which are in possession of TRANSFERORSalong with applications/ forms duly signed by the TRANSFERORSfor transfer of the Said Premises in favour of the TRANSFEREES,on receipt of full consideration amount from theTRANSFEREES**.**

19. The Society Share Transfer fee of Rs.25,000/- will be borne by the TRANSFERORSand TRANSFEREESin *Equal Proportion*.

20. The TRANSFERORShereby represents and warrants as follows:

a) That the TRANSFERORSis exclusive owner absolutely seized and possessed of the Said Premises and has full authority to sell, transfer and assign the same to theTRANSFEREES.

b) The Said Premises is free from all encumbrances and the TRANSFERORShas not created any charge or encumbrances or any other liability of whatsoever nature on the Said Premises nor is the Said Premises the subject matter of any litigation, nor is the same attached in execution of any decrees, nor has the TRANSFERORScreated any tenancy or leave and license or assigned the right, title and interest in favour of any person in respect of the Said Premises.

c) That notwithstanding anything herein contained, any act, deed, matter or thing of whatsoever nature done by the TRANSFERORSor any person or persons lawfully or equitably claiming by, from, through under or in trust for them, the TRANSFERORShas good right, full power and absolute authority to sell and transfer to the TRANSFEREESthe Said Premises and all his right, title and interest in the said Society and that the TRANSFERORShas not done or committed or omitted to do any act, deed, matter or thing whereby the ownership, possession and/or occupation of the Said Premises by the TRANSFERORSmay be rendered illegal and/or unauthorized for any reason or on any account.

d) That the TRANSFERORSshall whenever required to do so from time to time and at all times hereafter execute and sign or cause to be executed and signed all such letters, forms, applications, deeds, documents, writing and papers for perfecting, securing, assuring and more effectually transferring and assigning his right, title and interest in the Said Premises and the said Shares to the name of the TRANSFEREESin pursuance of this Agreement for Sale.

e) That the TRANSFEREESshall keep the TRANSFERORSindemnified from and against all losses, damages that may be suffered by the TRANSFERORSrelating to the period after the date of execution of this Agreement for Sale.

f) That on payment of the full consideration price herein reserved, the TRANSFEREESshall be entitled to the vacant and peaceful possession of the Said Premises.

g) The TRANSFERORSshall provide to the TRANSFEREEScopies of all relevant documents including the title deeds of the Said Premises within one week from the date of this Agreement for Sale for conducting due diligence of the Said Premises.

h) On completion of the transaction, the TRANSFERORSshall hand over all original documents pertaining to the title to the said Shares and the Said Premises, including the said Share Certificate, the Agreement by which the Said Premises was purchased by the TRANSFERORS.

i) It is agreed between the TRANSFERORSand the TRANSFEREESthat, the stamp duty on the Transfer Deed and registration charge in respect of Sale Deed shall be borne solely by the TRANSFEREES& the TRANSFERORSshall not be liable to pay the same or any part thereof. However, the stamp duty or duties payable in respect of all previous title documents shall be the responsibility of the TRANSFERORSalone.

j) The Transfer Fees of Rs.1200/- to the said Society for admitting the TRANSFEREESas the member of the said Society in lieu of the TRANSFERORS, will be borne by the TRANSFERORSand TRANSFEREESin *Equal Proportion*.

k) This Agreement for Sale has been executed at Thane, the property is situated at Thane and the payment is made at Thane, hence the Agreement for Sale shall be governed and construed exclusively in accordance with the laws of India and disputes arising there from shall be subject to the jurisdiction of the appropriate Courts and Tribunals at Thane / Mumbai.

l) That in case of any dispute arising out of or in connection with this Agreement for Sale, the same will be settled by mutual discussion by both the parties and in case it still persists, the same shall be referred to arbitration under the Arbitration & Conciliation Act, 1996 & the TRANSFERORSand the TRANSFEREESshall, upon mutual discussion, appoint sole arbitrator to adjudicate the disputes and differences between the parties and that the decision of the Sole Arbitrator shall be final.

21. The agreement is subject to provision of Maharashtra ownership Flat (Regulations of the promotion of Construction sale management and Transfer) act 1963 with rules made thereunder:

 **THE SCHEDULE OF THE PROPERTY**

**FLAT NO.003, GROUND FLOOR, MALVANI SHREE CO.OPERATIVE HOUSING SOCIETY LIMITED,** situated at. **PLOT NO. 38, RSC-II, MHADA COMPLEX, MALVANI, MALAD (WEST), MUMBAI- 400095,** admeasuring area **\_\_\_\_\_ Sq. ft.,** having society share certificate no. **30,** is holding fifty shares Of **Rs. 50/-** each bearing distinctive Nos. from **146** to **150,** registrar at Borivali, which Flat premises is hereinafter and referred to as ‘’ the said Flat Premises ‘’ (for the sake of brevity and convenience and more particularly described in the SCHEDULE written hereto.)

IN WITNESSES WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS OF THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

SINGED SEALED AND DELEVERED ]

The within named “THE TRANSFERORS” ]

**(1) MRS. KAVITA KRISHNA KARPE ]**

**(2) Mr. KRISHNA KESHAV KARPE ]**

In the presence of -------------------------- ]

1.

2.

SINGED SEALED AND DELEVERED ]

The within named “THE TRANSFEREE” ]

**MR. BINOY KISHOR GANDHI ]**

In the presence of -------------------------- ]

1.

2.

# R E C E I P T

RECEIVED with thanks from “THE TRANSFEREE” **MR. BINOY KISHOR GANDHI,** the sum of **Rs. 5,00,000/- (Rupees Five Lakh Only).** by RTGS/ Cheque/ Cash being the part consideration amount of The Said Flat premises.

# WE SAY RECEIVED, Rs. 5,00,000/-

1. **MRS. KAVITA KRISHNA KARPE**
2. **Mr. KRISHNA KESHAV KARPE** (TRANSFERORS)

# WITNESSES :-

# 1.

**2.**