

## **AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE is made and entered into at Mumbai, on this \_\_\_\_ day of June, 2024.

### **BETWEEN**

**(1) MR. PARTHO MITRA** aged: 59 years & **(2) MRS. BUBUN MITRA** aged: 52 years, both adults, Indian Inhabitants, residing at **1302, E-Wing, Mayfair Meridian, Ceasar Road, Amboli, Andheri (West), Mumbai – 400 058**, hereinafter referred to as the “TRANSFERORS” (which expression it be repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns) of the ONE PART.

### **AND**

**MS. NEELAM AGRAWAL** aged: 51 years, an adult, Indian Inhabitant, residing at **502, Ivory Heights, 2<sup>nd</sup> Cross Lane, Lokhandwala, Andheri (West), Mumbai – 400 053**, hereinafter referred to as the “TRANSFEEEE” (which expression unless it be repugnant to the context or meaning thereof shall mean and include her heirs, executors, administrators and assigns) of the SECOND PART.

WHEREAS the TRANSFERORS are the registered members of **SHISHIRA** Co-operative Housing Society Ltd., registered with Dy. Registrar of Societies at Mumbai, under the Maharashtra Co – Operative Societies Act' 1960, vide Registration No. **BOM / WK (WEST) / HSG / TC / 4720 / 89-90** (hereinafter referred to as “**SAID SOCIETY**”) and by virtue of being the members of the said society, they have been holding on ownership basis **Flat No. 303, 3rd Floor in SHISHIRA Co-operative Housing Society Ltd., situated at Yamuna Nagar, Oshiwara, Andheri (West), Mumbai - 400 053, admeasuring 775 sq. ft. Built-up Area i.e. 72.03 sq. mtrs. Built-up Area equivalent to 646 sq. ft. Carpet Area i.e. 60.03 sq. mtrs. Carpet Area,** hereinafter referred to as “**SAID FLAT**”.

AND WHEREAS THE TRANSFERORS (1) MR. PARTHO MITRA & (2) MRS. BUBUN MITRA had purchased the said Flat from MRS. REENA SIHOTA vide Agreement for Sale dt. 11<sup>th</sup> day of October, 2004 registered with Joint Sub Registrar, Andheri-3, MSD under Serial No. BDR9-05464-2004 dt. 11.10.2004 having Receipt No. 5458. The TRANSFERORS had complied with all their obligations and since then they are in lawful occupation of the said Flat as absolute owners thereof.

AND WHEREAS MRS. REENA SIHOTA had purchased the said Flat from M/s. AGARWAL CONSTRUCTION COMPANY, therein carrying on business at 603, Atlanta, Nariman Point, Mumbai – 400 021, vide Agreement for Sale dt. 17<sup>th</sup> day of October, 1989.

AND WHEREAS the TRANSFERORS have since paid the full and entire consideration thereof and are presently holding the said Flat admeasuring **775 sq. ft. Built-up Area i.e. 72.03 sq. mtrs. Built-up Area equivalent to 646 sq. ft. Carpet Area i.e. 60.03 sq. mtrs. Carpet Area,** on Ownership Basis.

AND WHEREAS by virtue of being the members of the said Society viz. **SHISHIRA** Co-operative Housing Society Ltd., the Society has issued Share Certificate No. **11**, for 5 (Five) fully paid-up shares of Rs. 50/- each aggregating to total Rs. 250/- bearing distinctive nos. **51 to 55 (Both Inclusive)**, hereinafter referred to as “**SAID SHARES**”.

AND WHEREAS the TRANSFERORS are absolutely seized and possessed off and well and sufficiently entitled to Said Flat and the Said Shares of the Society viz. **SHISHIRA CO – OPERATIVE HOUSING SOCIETY LTD.**

AND WHEREAS the TRANSFERORS have represented to the TRANSFEREE that they have been holding the Said Flat and the Said Shares as stated hereinabove and being the members of the said society, they are desirous of disposing off their rights, title and interest in the Said Flat and the membership of the said Society and the TRANSFEREE herein has agreed to acquire all the right, title and interest of the TRANSFERORS in the Said Flat along with the Said Shares and the membership along with the deposits, sinking fund of the said society on the following terms and conditions:-

***NOW THIS AGREEMENT FOR SALE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-***

1. The TRANSFERORS hereby agree to sell transfer and assign all their rights, title and interest in the said Flat being **Flat No. 303, 3rd Floor in SHISHIRA Co-operative Housing Society Ltd., situated at Yamuna Nagar, Oshiwara, Andheri (West), Mumbai - 400 053**, and the TRANSFEREE has agreed to acquire all their rights, title and interest in the said Flat along with the Five shares and the membership of the said Society.
2. The TRANSFERORS hereby agree to transfer all their rights, title and interest in the said Flat along with Five shares of the said society in Share Certificate No. 11, bearing distinctive nos. from 51 to 55 (Both Inclusive), pertaining to the use and occupation of the **Flat No. 303, 3rd Floor in SHISHIRA Co-operative Housing Society Ltd., situated at Yamuna Nagar, Oshiwara, Andheri (West), Mumbai - 400 053**, and the membership of the said society for a total consideration of **Rs.2,14,00,000/- (Rupees Two Crores Fourteen Lakhs Only)** and the TRANSFEREE herein has agreed to acquire the same on payment of **Rs.2,14,00,000/- (Rupees Two Crores Fourteen Lakhs Only)** being the total consideration.

3. The TRANSFERORS hereby agree to sell and transfer all their beneficial rights, title and interest in respect of said **Flat No. 303, 3rd Floor in SHISHIRA Co-operative Housing Society Ltd., situated at Yamuna Nagar, Oshiwara, Andheri (West), Mumbai - 400 053**, for a total consideration of **Rs.2,14,00,000/- (Rupees Two Crores Fourteen Lakhs Only)** being the total consideration payable as under:

Rs. 14,00,000/- Rupees Fourteen Lakhs Only in which

- Rs. 11,86,000/- (Rupees Eleven Lakhs Eighty Six Thousand Only)

Being the Part Payment Consideration to be paid through Self Funds on or before execution of this Agreement for Sale &

- Rs. 2,14,000/- (Rupees Two Lakhs Fourteen Thousand Only)

Being 1% of the total consideration shall be deducted towards Tax Deducted at Source (TDS) under the Income Tax Act.

Rs. 2,00,00,000/- Rupees Two Crores Only

Being the full and final balance consideration to be paid through Housing Loan from Bank / Financial Institution or through Self Funds on or before \_\_\_\_\_, against handing over Vacant and Peaceful Possession of the said Flat with all original Documents, all Original Agreements and Original Share Certificate.

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**Total Rs. 2,14,00,000/- Rupees Two Crores Fourteen Lakhs Only**

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4. The TRANSFERORS hereby agree to arrange N.O.C. required by Bank and No Dues Letter from the said Society i.e. **SHISHIRA Co – Operative Housing Society Ltd.** for the TRANSFEREE to obtain / acquire the Said Flat and the Said Shares of the Society through loan from bank and/or financial institution.

5. The TRANSFERORS shall deliver to the TRANSFEREE vacant and peaceful possession of the said Flat alongwith the permanent fixtures and fittings, against the completion of the sale i.e. on receipt of the full and final consideration mentioned hereinabove.
6. The TRANSFERORS undertake to pay and clear off the charges payable to the Society by way of Municipal Taxes and other Society outgoings / dues or any other dues of any nature whatsoever relating to the Said Flat up to the date of handing over the possession of the Said Flat to the TRANSFEREE.
7. The TRANSFEREE hereby agrees to pay all charges payable by way of Municipal Taxes, and other Society outgoings / dues relating to the Said Flat from the date of taking over the possession of the said Flat and hereby declares and confirms that she will abide by the rules and regulations and bye – laws of the society, without any reservation whatsoever.
8. The TRANSFERORS shall also pay and clear the Electricity and Tata Telecom Services / Adani Electricity Mumbai Ltd. / Tata Power Company Ltd. / M.T.N.L., Mumbai, Mahanagar Gas Ltd., bills relating to the Said Flat up to the date of handing over the possession of the Said Flat to the TRANSFEREE and hereby agree to keep the TRANSFEREE indemnified against any such claims that may be made by the abovesaid Society, Tata Telecom Services / Adani Electricity Mumbai Ltd. / Tata Power Company Ltd. / M.T.N.L., Mahanagar Gas Ltd., or any person/s and / or party / parties in respect of the Said Flat for the above period at a later date in respect of the said Flat.
9. The TRANSFERORS hereby covenants with the TRANSFEREE that notwithstanding any act, deed, matter or thing whatsoever by the TRANSFERORS or any person or persons lawfully or equitably claiming by, from, through, under or in trust for the TRANSFERORS made, done, committed, omitted or knowingly suffered to the contrary, the TRANSFERORS have in themselves good right, full power and absolute authority to sell and

convey the Said Flat and the Said Shares in favour of the TRANSFEREE and that their ownership thereof is valid and subsisting in law for all purposes and in all respects and that the TRANSFERORS have not done, committed or omitted to do any act, deed, matter or thing whereby the ownership of the Said Flat and the Said Shares may be rendered void or voidable for any reasons or on any count.

10. The TRANSFERORS hereby declare that:

- a) They are the absolute owners of the Said Flat and the Said Shares including the rights, title, interest and benefits attached thereto and no one else has any right, title or interest in the Said Flat and the Said Shares;
- b) The Said Flat and the Said Shares are not subject to any charge, encumbrance, liability, litigation, adverse claim or lis pendens and prior to the execution hereof the TRANSFERORS have not entered into any Agreement for Sale, Sale Deed, Lease, currently valid Leave and License, Tenancy, Mortgage or otherwise in respect of the Said Flat and the Said Shares;
- c) They have not done, committed or omitted to do any acts, deeds, things and matters whereby or by any reason whereof the TRANSFERORS are prevented or prohibited from dealing with, disposing off or transferring their right, title and interest in respect of the Said Flat and the Said Shares;
- d) The TRANSFERORS will at the request of the TRANSFEREE whenever required do and execute or cause to be done and execute all such acts, deeds, things and documents for more perfectly assuring the Said Flat and the Said Shares, and all the benefits attached thereto in favour of the TRANSFEREE;
- e) The Said Flat and the Said Shares are not attached either before or after the Judgment or at the instance of any Taxation Authorities or any Authorities and they have not given any undertaking to the Taxation Authorities so as not to deal with or dispose off their right in the Said

Flat and the Said Shares and they are fully competent and entitled to sell, transfer and convey the Said Flat and the Said Shares to the TRANSFEREE;

- f) There are no proceedings pending in any Court of Law touching or affecting the Said Flat and the Said Shares;
  - g) There are no insolvency proceedings pending or contemplated against the TRANSFERORS;
  - h) The title of the Said Flat and the Said Shares is clear, marketable and free from all encumbrances;
  - i) That there is no impediment or restraint or injunction against the TRANSFERORS in respect of the Said Flat and the Said Shares whereby they have been prevented from selling or transferring the Said Flat and the Said Shares to the TRANSFEREE.
  - j) They have not taken any loan in respect of the said Flat and the said Shares and they have not mortgaged the said Flat and the said Shares;
  - k) Relying upon the aforesaid declarations and representations of the TRANSFERORS and believing the same to be true and correct, the TRANSFEREE has agreed to purchase and acquire the Said Flat and the Said Shares from the TRANSFERORS.
11. The sale shall be completed on receipt of the full and final consideration by the TRANSFERORS as provided in Clause 3 hereinabove against the TRANSFERORS handing over the peaceful and vacant possession of the Said Flat to the TRANSFEREE. Any further documents that may be required to be executed for more perfectly transferring the rights, title and interest in respect of the Said Flat together with the benefits of the deposit money, sinking fund or any other deposits lying credited with the society / local authority in respect of the Said Flat in favour of the TRANSFEREE shall be executed by the TRANSFERORS simultaneously with the receipt of full and final consideration and handing over possession of the said Flat.

12. On receiving full and final consideration the TRANSFERORS hereby relinquish and surrender all their rights, title and interest in the membership of the said Society, the Share Certificate and the Said Flat in favour of the TRANSFEREE forever.
13. On receiving full and final consideration the TRANSFERORS will hand over all their original documents, all original Agreements, along with the original Share Certificate pertaining to the Said Flat to the TRANSFEREE.
14. The TRANSFERORS undertake to execute any such documents, if any, required by the said society or any other authority or the TRANSFEREE for effectually transferring the Said Flat and the Said Shares unto the favour of the TRANSFEREE and the TRANSFERORS will also sign Society Transfer Forms which is required by the society for transferring the said flat and shares. However, in future, they undertake to co-operate with the TRANSFEREE and will execute all such further papers / documents / writings whatsoever for the effective transfer of the Said Flat in the name of the TRANSFEREE.
15. Out of the said total consideration an amount of **Rs. 2,14,000/- (Rupees Two Lakhs Fourteen Thousand Only)** being 1% of the total consideration will be deducted by the TRANSFEREE as Tax Deduction at Source under the provisions of Section 194-I-A of the Income Tax Act, 1961. The TRANSFEREE will deposit this amount with Government of India and provide to the TRANSFERORS the relevant Tax Deduction Certificates - TDS Challan and the Form 26QB (with the TRANSFERORS admitting that such a payment of **Rs.2,14,000/- (Rupees Two Lakhs Fourteen Thousand Only)** to the Government of India under the Income Tax Act, 1961 will form a part of the consideration for the said Flat).



16. The Society's transfer charges will be paid by the TRANSFERORS and the TRANSFEREE in equal proportion i.e. 50% each. However, the Stamp Duty Charges, Registration Charges and Documentation Charges on this Agreement for Sale will be borne and payable by the TRANSFEREE alone. The TRANSFEREE indemnifies the TRANSFERORS from any such claim laid in this respect.
17. The TRANSFERORS hereby agree to indemnify and keep the TRANSFEREE indemnified, saved defended and harmless against all claims, demands, actions, proceedings, costs, charges and expenses that the TRANSFEREE may suffer or incur on account of any claim or demand made or raised by any person or persons claiming by, through or in trust for the TRANSFERORS in respect of the Said Flat and the Said Shares in relation to the period prior to the execution hereof. The TRANSFERORS shall at their own cost and expenses get such claim, if any, released to the satisfaction of the TRANSFEREE.
18. The TRANSFERORS hereby undertake and declare that in case any nomination, assignment, lien or charge in respect of the Said Flat and the Said Shares have been made and / or created by the TRANSFERORS and / or any one claiming through them prior to this day, in favour of any person or persons other than the said TRANSFEREE, the same shall after the execution of THESE PRESENTS, be deemed to be null and void, in-operative, cancelled and deemed to be withdrawn and not binding upon the said society and / or the TRANSFEREE.
19. The TRANSFERORS hereby declare that no member either major or minor of the family has any right, title and interest in the Said Shares and the Said Flat in any manner whatsoever and that they are in exclusive use and / or occupation of the Said Flat in any manner whatsoever.

20. The TRANSFERORS hereby undertake to execute any other documents, which may be required by the TRANSFEREE to make the title of the Said Flat complete and absolute without claiming any extra charges or compensation.
21. The TRANSFERORS also agree and undertake to co-operate with the TRANSFEREE and also to appear personally as and when required, for the Registration of this Agreement for Sale with the concerned authorities of Sub-Registrar of Assurances, Mumbai / Joint Sub-Registrar of Assurances, Mumbai.
22. The TRANSFERORS agree to transfer Said Shares and their interest in the Said Flat to the TRANSFEREE and the TRANSFEREE is entitled to hold, possess, occupy and enjoy the Said Flat without any interruption from the TRANSFERORS or anyone else claiming through them. The TRANSFERORS hereby further declares that they have full right and absolute authority to enter into this Agreement for sale and transfer the Said Flat and that they have not done or performed any act, deed, matter or things whatsoever whereby they may be prevented from entering into this Agreement for Sale as purported to be done hereby or whereby the TRANSFEREE may be obstructed, prevented or hindered in enjoying the rights to be conferred or transferred or assigned in her favour or whereby quiet and peaceful enjoyment possession of the TRANSFEREE in respect of the Said Flat may be disturbed.
23. The TRANSFEREE has availed 1% reduction in Stamp Duty being the benefit given to Woman Purchaser by Govt. of Maharashtra as per its Order No. Mudrank-2021/UOR.12/ cr. 107/M-1 (Policy) dt. 31.03.2021 as otherwise chargeable under Clause (b) of Article 25 of Schedule-1 appended to the Maharashtra Stamp Act (LX of 1958) in exercise of powers conferred by clause (a) of Section 9 of the said Act.
24. This Agreement for Sale has been executed in Mumbai, the payments are made in Mumbai and the Said Flat is situated in Mumbai, hence it is subject to jurisdiction of Mumbai's court of law.

**SCHEDULE OF THE PROPERTY**

**ALL THAT Flat premises being Flat No. 303, 3rd Floor in SHISHIRA Co-operative Housing Society Ltd., lying, being and situated at piece or parcel of land bearing C.T.S. No. 1 (pt.), Survey No. 41 (pt.), of Village: Oshiwara, Taluka: Andheri, situated at Yamuna Nagar, Oshiwara, Andheri (West), Mumbai - 400 053, in the Registration Sub-District and District of Mumbai City and Mumbai Suburban, within Greater Mumbai.**

**Year of Construction : 1988-89**  
**Type of Construction : R. C. C.**  
**No. of floors : Stilt + 15 (Fifteen) Upper Floors (with lift)**  
**Area of flat : 775 sq. ft. Built-up Area i.e. 72.03 sq. mtrs. Built-up Area equivalent to 646 sq. ft. Carpet Area i.e. 60.03 sq. mtrs. Carpet Area**

IN WITNESS WHEREOF the parties hereto have put and subscribed their respective hands on the day and the year first hereinabove mentioned.

SIGNED AND DELIVERED by the )

withinnamed **TRANSFERORS** )

**(1) MR. PARTHO MITRA** )

PAN No. **AALPM8744N** )

& )

**(2) MRS. BUBUN MITRA** )

PAN No. **AFXPM8452Q** )

in presence of \_\_\_\_\_ )

SIGNED AND DELIVERED by the )

withinnamed **TRANSFeree** )

**MS. NEELAM AGRAWAL** )

PAN No. **AMUPA1715G** )

in presence of \_\_\_\_\_ )

## RECEIPT

RECEIVED of and from the withinnamed TRANSFEREE, **MS. NEELAM AGRAWAL**, a sum of **Rs.14,00,000/- (Rupees Fourteen Lakhs Only)** being the **Part Payment Consideration**, out of which **Rs.2,14,000/- (Rupees Two Lakhs Fourteen Thousand Only)** will be deducted towards TDS for the sale and transfer of **Flat No. 303, 3rd Floor in SHISHIRA Co-operative Housing Society Ltd., situated at Yamuna Nagar, Oshiwara, Andheri (West), Mumbai - 400 053**, as under:-

| <u>Sr. No.</u> | <u>Cheque / RTGS / NEFT No.</u><br><u>DD / Payorder / IMPS No.</u> | <u>Dated</u> | <u>Drawn on / Bank</u> | <u>Amount</u>  |
|----------------|--|--------------|------------------------|----------------|
| 1)             | DFE6195208   | 10.06.2024   | ICICI Bank             | Rs. 1,00,000/- |

TDS Deduction of 1% from the total consideration Rs. 2,14,000/-  
(TDS Certificate / Challan and Form 26QB to be issued and given  
to the TRANSFERORS by the TRANSFEREE)

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**(Rupees Fourteen Lakhs Only)** **Rs. 14,00,000/-**

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\*Cheque subject to realisation

WE SAY RECEIVED

**(1) MR. PARTHO MITRA**

**(2) MRS. BUBUN MITRA**  
*TRANSFERORS*

WITNESS:-

1. \_\_\_\_\_

2. \_\_\_\_\_

## RECEIPT

RECEIVED of and from the withinnamed TRANSFEREE, **MS. NEELAM AGRAWAL**, a sum of **Rs.2,00,00,000/- (Rupees Two Crores Only)** being the **Full & Final Balance Consideration** for the sale and transfer of **Flat No. 303, 3rd Floor in SHISHIRA Co-operative Housing Society Ltd., situated at Yamuna Nagar, Oshiwara, Andheri (West), Mumbai - 400 053**, towards handing over the actual possession of the said Flat along with all original agreements, original share certificate and all original documents.

| <u>Sr. No.</u> | <u>Cheque / RTGS No.</u> | <u>Dated</u> | <u>Drawn on / Bank</u> | <u>Amount</u> |
|----------------|--------------------------|--------------|------------------------|---------------|
|----------------|--------------------------|--------------|------------------------|---------------|

DD / Payorder No.

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**(Rupees Two Crores Only)**

**Rs. 2,00,00,000/-**

\*Cheque subject to realisation

WE SAY RECEIVED

**(1) MR. PARTHO MITRA**

**(2) MRS. BUBUN MITRA**  
*TRANSFERORS*

WITNESS:-

1. \_\_\_\_\_

2. \_\_\_\_\_