

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on this ____ day of June, 2024 **BETWEEN MRS. OMANA VIJAYA KUMAR** an adult, Indian inhabitant of Mumbai, having address at Flat No.4, Fourth floor, Building No.26, Shri Shakti Nagar Co-operative Housing Society Ltd., situated at Shakti Nagar Complex, Off. C. S. Road, Dahisar (East), Mumbai 400 068, hereinafter called "**THE TRANSFEROR**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators and assigns) of the **ONE PART**

AND

MRS. SMITA SAHOO, an adult, Indian inhabitant of Mumbai, having address at Flat No.303, Krishna Vatika -1, Near Shakti Nagar, Chhatrapati Shivaji Complex Road No.4, Dahisar (East), Mumbai 400 068, hereinafter called "**THE TRANSFEREE**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators and assigns) of the **OTHER PART**.

WHEREAS THE TRANSFEROR HEREBY EXPRESSLY REPRESENTS

& DECLARES TO THE TRANSFEREE AS FOLLOWS:

- a) Originally Shri Shakti Nagar Co-operative Housing Society Ltd. , a Society registered under the Maharashtra Co-operative Societies Act, 1960 bearing Registration No.**BOM/W-R/HSG/TC/5812/ 1991-92** (hereinafter called **“the said Society”**) by an allotment letter dated 27/03/1991 allotted a residential Flat viz. Flat No.4 admeasuring 861.60 sq.ft. Built up area, Fourth floor, Building No.26, Shri Shakti Nagar Co-operative Housing Society Ltd., situated at Shakti Nagar Complex, Off. C. S. Road, Dahisar (East), Mumbai 400 068 at Village Dahisar, Taluka Borivali, Mumbai District, more particularly described in the schedule hereunder written (hereinafter referred to as **“the said Flat”**) to one Shri Kunvarji Umarshi Hansora and the said society issued in his favour shares of Rs.50/- each, bearing Distinctive Nos.086 to 090 vide Share Certificate No.18 (hereinafter referred to as **“the said Shares”**).
- b) By an Agreement for sale dated 23rd day of May, 1993 registered by making Deed of Declaration dated 17/07/2009 before the Sub Registrar Assurance of Assurance under Sr. No.BRL5-6220-2009 made & entered into between the said

Shri Kunvarji Umarshi Hansora, therein called as “the Transferor” of the One Part and **MRS. OMANA VIJAYA KUMAR** (the Transferor herein), therein called as “the Transferee” of the Other Part, the latter has purchased and acquired the said Flat and the said shares and paid proper consideration therefore and took the possession of the said Flat and till this day the Transferor herein is in lawful use occupation of the said Flat and become absolute owners of the said Flat and accordingly the said society has transferred the said Flat and the said shares in favour of the Transferor herein.

c) That in the premises aforesaid the Transferor is legally entitled to the said Flat and the said shares together with benefits attached to it and that neither the Transferor herein either personally or through any of her agent/s or constituted attorney has or had at any time heretofore either created or agreed to create any third party rights or right, title, interests or claim whatsoever in respect of the said Flat.

d) That the Transferor is in the exclusive and absolute possession of the said Flat with the full lock and key control with the actual custody and dominion over the possession of

the said Flat with the said shares and benefits and that neither the Transferor had till date hereof at any time either agreed to induct or inducted any third party in use, occupation, possession and/or enjoyment of the said Flat or any part or portion whereof, in any way or any manner whatsoever.

e) That the Transferor herein has not been disqualified or rendered disentitled either at law, equity or otherwise on account of any action, steps or proceedings or any act of commission or omission including any forfeiture, confiscation, acquisition, requisition and/ or reservation and otherwise and there was no and there is no dispute filed or pending or disposed off in respect of the said Flat or in respect of the said building and the said property to the knowledge, notice (expressed and/or implied) and/or information of the Transferor.

f) That in the manner aforesaid the Transferor has truly, honestly, bonafidely and in good faith disclosed to the Transferee, all the material facts and circumstances in respect of the said Flat with said shares and said benefits without making any untrue, incorrect, dishonest and/or

fraudulent and non-bonafide representations (or any misrepresentation to or concealment from the Transferee in bad faith), of anything whatsoever in that behalf and in any manner whatsoever.

AND WHEREAS upon the strength of the representation and declaration made by the Transferor to the Transferee, the parties have negotiated for sale and purchase of the said Flat in the said building on the said property with said shares and said benefits with all incidental benefits and right, title, interest, claim, estate, possession and property rights present & future in respect thereof at law, equity and otherwise at or for the lump-sum price of Rs.1,44,00,000/- (Rupees One crore forty four lakhs only) payable to the Transferor with vacant and peaceful possession of the said Flat with said shares and said benefits with legal right to have and call for all relevant deeds, documents, papers and writings from the Transferor and the concerned parties contemplated by law as hereinafter mentioned in these presents with otherwise clear & marketable title free from all encumbrances and reasonable doubts.

AND WHEREAS the Transferor has informed the said society under the Bye-laws to transfer the shares and interest in the capital/property of the society and obtained the necessary

permission from the said society to sell, transfer and assign the said Flat and the said shares to the Transferee.

AND WHEREAS now the parties are desirous of executing this regular agreement in respect of the said Flat and the said shares in the said building on the said property with the said shares and said benefits and accordingly the parties have hereby mutually agreed upon certain terms, conditions, stipulations & covenants in that behalf as hereinafter appearing:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) The Transferor hereby declares and confirms that what is recited hereinabove in respect of the said Flat and the said shares shall be treated as representations and irrevocable declarations on her part as if the same are reproduced herein in verbatim and form part of this clause. The Transferor hereby confirms that the Transferee has agreed to purchase the said Flat relying upon the correctness of the declarations and representations made by the Transferor in these presents.

- 2) The Transferor shall sell, transfers, assigns and assures and the Transferee shall purchase and acquire the said Flat viz.

Flat No.4, Fourth floor, Building No.26, Shri Shakti Nagar Co-operative Housing Society Ltd., situated at Shakti Nagar Complex, Off. C. S. Road, Dahisar (East), Mumbai 400 068 at Village Dahisar, Taluka Borivali, more particularly described in the schedule hereunder written along with shares of Rs.50/- each of the society free from all encumbrances at or for the price of Rs.1,44,00,000/- (Rupees One crore forty four lakhs only) being the Full and Final Consideration amount to be paid by the Transferee to the Transferor in the following manner:

- a) Rs.13,56,000/- (Rupees Thirteen lakhs fifty six thousand only) being the **Part consideration** amount paid by the Transferee to the Transferor on or before the execution of this agreement, the receipt whereof the Transferor doth hereby admits, acknowledges and confirms at the foot of this agreement.
- b) The Transferee shall deduct a sum equivalent to 1% of the consideration amount towards TDS amounting to Rs.1,44,000/- (Rupees One lakh forty four thousand only) and after depositing the amount with the Government treasury shall forthwith handover the FORM 26QB to the Transferor to that effect. This Form

26QB will be treated as an integral part of payment towards the proceeds for the sale/purchase of the Flat.

- c) Rs.1,29,00,000/- (Rupees One crore twenty nine lakhs only) being the **Balance Consideration** amount to be paid by the Transferee to the Transferor within ____days from the date of registration of this agreement against the vacant and peaceful possession of the said Flat, provided the Transferor produce all the necessary title documents and Society NOC required by the Transferee.

In performing their part of the contract both the parties shall be entitled to specific performance of this Agreement together with right to claim costs, charges and expenses and losses from the other.

- 3) It has been expressly agreed by the parties herein, that the time should be essence of the Contract, as far as (i) the payment of above given balance consideration and (ii) for handing over vacant and peaceful possession of the said Flat to the Transferee with clear and marketable title free from all encumbrances.

- 4) It is agreed that the Transferee herein shall be entitled to receive peaceful vacant possession of the said Flat and all other title deeds from the Transferor on the day of the payment of the balance consideration amount stated in clause 2(c) hereinabove.
- 5) If the Transferor fails to complete the contract as per this agreement and the Transferee is willing to pay and fulfil her part of the agreement then the Transferor shall abide by the terms herein and shall be bound to complete the contract on her part.
- 6) It is agreed between the parties that if there is any delay or default on the part of the Transferor in performing her part of the contract then the Transferee shall be entitled to specific performance of this Agreement together with right to claim costs, charges and expenses and losses from the Transferor.
- 7) On receiving the balance consideration, the Transferor shall immediately put the Transferee in vacant possession of the said Flat and shall surrender her right, title and interest in favour of the Transferee and the Transferee shall be entitled to quietly enter upon, leave, hold, occupy, possess and enjoy

the said Flat together with the fittings, fixtures and other amenities provided by the developers absolutely without any let or sub-let.

- 8) The Transferor has obtained the necessary permission from the said society to transfer all her rights, title, claim, interest and benefits whatsoever enjoyed by the Transferor including the shares, deposits, if any, in favour of the Transferee and shall co-operate for further assuring in law and for better and more perfectly transferring all the rights, interest and benefits of the Transferor in respect of the said Flat unto the Transferee for exclusive use of Transferee thereof as aforesaid.
- 9) The Transferor further states and declares that she has paid the full consideration in respect of the said Flat and nothing is due and payable by her.
- 10) The Transferor covenants with the Transferee that she is the absolute owner of the said Flat and the said Shares hereby agreed to be transferred and no other person or persons has or have any right, title, interest in property claim or demand of any nature whatsoever in or upon the said shares and in the said Flat whether by way of sale, charge, mortgage, lien, gift,

trust, inheritance, lease, licences, easement or otherwise howsoever and she has good right, full power and absolute authority to transfer and sell the same to the Transferee.

11) The Transferor further covenants with the Transferee that she has not created any charge or encumbrance of whatsoever nature on the said shares or the said Flat nor are the same or any of them the subject matter of any litigation or stay order nor are the same or any of them the subject matter of any attachment whatsoever (whether before or after judgement) or any prohibitory order and she has not created any adverse right whatsoever in favour of any of one in respect of the same or any of them.

12) The Transferor hereby undertakes to indemnify and keep indemnified the Transferee against all claims, demands, proceedings, costs and expenses in connection with any liability which the Transferee may have to suffer or incur due to the claims from Society, Govt. authorities, Stamp authority, Sub-Registrar, competent authorities and/or any third party relating to the said Flat sustained prior to the execution of these presents.

- 13) The Transferor shall hand over to the Transferee all those relevant papers, documents in her possession and control relating to the said Flat immediately on receiving the balance consideration amount and shall also sign such other papers, applications, forms and declarations as may be required by the said Transferee from time to time for effectual transfer of the said Flat in the name of the Transferee.

- 14) The Transferor hereby declares that the said Flat is the self acquired property of herself and that no one else except her has any right, title and interest in respect of the said Flat and the Transferee shall after payment of full consideration quietly and peacefully possess and occupy and enjoy the said Flat without any let, hindrance, denial, demand, interruption or eviction by the Transferor or any other person lawfully or equitably claiming through, under or in trust for the Transferor.

- 15) That after receiving the full and final payment as aforesaid from the Transferee, neither the Transferor nor her legal heirs, executors and administrators shall and will have any right, title, interest or claim to the said Flat.

- 16) The Transferor hereby covenants with the Transferee that she shall pay to the said society all her shares of taxes and outgoings etc. up to handing over the possession of the said Flat to the Transferee.
- 17) The Transferee shall become the member of the said society and shall abide by all and singular bye-laws, rules and regulations made and adopted from time to time by the said society and shall regularly pay the monthly maintenance charges in respect of the said Flat to the said society without any default.
- 18) It is specifically agreed by and between the parties that the transfer charges of the said society shall be borne and paid by both the parties equally.
- 19) The Transferee shall lodge the present agreement before the concerned Registrar of Assurances and the Transferor shall admit her signature on the said agreement before the said authority within the prescribed time limit as per law.
- 20) It is specifically agreed by and between the parties that once the entire consideration amount of the said Flat is paid to the

Transferor, this agreement shall be deemed to be treated as Sale Deed.

- 21) Neither the Government nor any public authority has issued any order under Income Tax Act, Wealth Tax Act, Maharashtra Land Revenue Code or under any statute restraining the Transferor from selling or disposing of the said Flat or any part thereof in any manner whatsoever.
- 22) That the Transferor has not received any notice from the Municipal Corporation of Greater Mumbai and/or Government and/or any other statutory body or authority for acquisition or requisition of the said Flat.
- 23) It is also agreed by and between the parties that the Stamp Duty and the registration charges in respect of the present agreement shall be borne and paid by the Transferee.

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

THE SCHEDULE HEREINABOVE REFERRED TO:

All that the self contained Flat on ownership basis being Flat viz. Flat No.4 admeasuring 861.60 sq.ft. Built up area, Fourth floor, Building No.26, Shri Shakti Nagar Co-operative Housing Society Ltd. , situated at Shakti Nagar Complex, Off. C. S. Road, Dahisar (East), Mumbai 400 068 in Registration District and Sub-District of Mumbai City and Mumbai Suburban on land bearing Plot No.26 and C.T.S. No.1403/25, of Village Dahisar, Taluka Borivali, Mumbai Suburban District.

SIGNED AND DELIVERED }

by the withinnamed the TRANSFEROR }

MRS. OMANA VIJAYA KUMAR }

in the presence of }

SIGNED AND DELIVERED }

by the withinnamed the TRANSFEREE }

MRS. SMITA SAHOO }

in the presence of..... }

RECEIPT

RECEIVED of and from the withinnamed Transferee **MRS. SMITA SAHOO**, a sum of Rs.13,56,000/- (Rupees Thirteen lakhs fifty six thousand only) being the **Part consideration** amount in respect of the said Flat No.4, Fourth floor, Building No.26, Shri Shakti Nagar Co-operative Housing Society Ltd., situated at Shakti Nagar Complex, Off. C. S. Road, Dahisar (East), Mumbai 400 068 which I have agreed to sell me as per the terms of the present agreement.

The said amount is received by me in the following manner.

<u>Amount</u>	<u>Cheque No.</u>	<u>Date</u>	<u>Banker's Name and Branch</u>
1,00,000/-	302219	09/04/2024	ICICI Bank, MIDC Branch
9,00,000/-	302223	10/05/2024	ICICI Bank, MIDC Branch
3,56,000/-	302224	14/05/2024	ICICI Bank, MIDC Branch

I say received Rs.13,56,000/-

(MRS. OMANA VIJAYA KUMAR)

TRANSFEROR

WITNESSES :-

- 1.
- 2.

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Mumbai on this ___ day of May, 2024

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BETWEEN

MRS. OMANA VIJAYA KUMAR

...Transferor

AND

MRS. SMITA SAHOO

...Transferee

AGREEMENT FOR SALE

Flat No.4, Fourth floor, Building No.26, Shri
Shakti Nagar Co-operative Housing Society Ltd.,
situated at Shakti Nagar Complex, Off. C. S.
Road, Dahisar (East), Mumbai 400 068

