

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at **MUMBAI** this ____ day of **JULY 2024**.

: BETWEEN :

MR. RAKESH JAGDISH GOENKA aged 49, an adult, Indian Inhabitant, having his residential address at **FLAT NO. 705, GUNDECHA PREMIER, NEAR CHATRABHUJ SCHOOL, THAKUR VILLAGE, BORIVALI EAST, MUMBAI 400066**, hereinafter called "**THE TRANSFEROR**" (which expression shall unless it be repugnant to the context or the meaning thereof shall mean and include his heirs, executors, administrators and assigns) of the **ONE PART**;

: AND :

MRS. FIZZAH JOEL DSOUZA Aged 51 years **AND MS. SAHAR DSOUZA** Aged 29 years, both are adults, Indian Inhabitant, having their residential address at **FLAT NO. 10/11, COSTA RICA, SUNDER LANE, ST. ANNES HIGH SCHOOL, ORLE, MALAD WEST, MUMBAI 400064**, hereinafter called "**THE TRANSFEREES**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their heirs, legal representatives, executor and administrators and

AREAS:-

- A. By an under AGREEMENT dated 10TH day of NOVEMBER 2014 (hereinafter referred to as "THE SAID ORIGINAL AGREEMENT") made and entered in to between PALM COURT DEVELOPERS (a division of FERANI HOTELS PRIVATE LIMITED, a company registered under the companies act, 1956 and having its registered office at construction house "B", 2nd Floor, 623, Linking Road, opp. Khar Telephone Exchange, Khar (West), Mumbai - 400052) therein called "THE BUILDERS" of the FIRST PART AND MR. NUSLI NEVILLE WADIA, therein called "THE OWNER" of the SECOND PART and MR. RAKESH JAGDISH GOENKA therein called "THE PURCHASER" of the THIRD PART; THE BUILDERS & THE OWNER agreed to sale and "THE PURCHASER" agreed to purchase residential premises on ownership basis being FLAT NO. 405, admeasuring 227 sq. ft. Carpet Area (i.e. 21.09 sq. mts. Carpet Area), on the 4TH FLOOR, of the BUILDING B in the PALM SPRING COMPLEX situated at LINK ROAD, MALAD WEST, MUMBAI 400064, together with all rights, title, interest, benefits and on the terms, conditions and for the consideration mentioned therein. The said ORIGINAL AGREEMENT is properly stamped and was lodged for Registration with the Office of the Sub-Registrar of Assurances BORIVALI - 1 Mumbai Suburban District at under SR. NO. BRL 1 / 10444 / 2014 and the same is duly registered on 19TH day of NOVEMBER 2014.
- B. That various Purchasers of the said building "BUILDING B" have formed and registered a Co-operative Housing Society viz. "PALM SPRING "B" CO-OPERATIVE HOUSING SOCIETY LIMITED", bearing it's Registration No. MUM / WP / HSG / (TC) / 15558 / 2015-2016 dated 30TH day of OCTOBER 2015 registered under the Maharashtra Co-op society Act 1960. (Hereinafter referred to as "THE SAID SOCIETY") and the said Society issued SHARE CERTIFICATE NO. 029 consisting of 10 (Ten) shares of Rs. 50/- each fully paid-up having bearing distinctive numbers from 281 to 290 (both inclusive) (hereinafter referred to as "THE SAID SHARES") in favor MR. RAKESH JAGDISH GOENKA on 20TH day of DECEMBER 2016.
- C. The Transferor is absolutely seized and possessed and well sufficiently entitled to FLAT NO. 405, admeasuring 227 sq. ft. Carpet Area (i.e. 21.09 sq. mts. Carpet Area), on the 4TH FLOOR, of the building known as PALM SPRING "B" CO-OPERATIVE HOUSING SOCIETY LIMITED situated at LINK ROAD, MALAD WEST, MUMBAI 400064, (Hereinafter referred to as the "SAID FLAT") on ownership basis. The Transferor has from time to time and at all times since after entering into the aforesaid Agreement observed the terms and conditions of the aforesaid Agreement and he himself has good right, full power and absolute authority to sell and dispose of the said Flat and he has truly, faithfully and honestly disclosed all the facts to The Transferees without suppressing or misrepresentations of any facts from The Transferees and his rights in respect of the said Flat are absolutely clear, marketable and free from all encumbrances. All the original documents and papers are lying with the Transferor and no doubts at law and equity, right, title, interest and/or claims in favor of any third party whosoever exists, in respect of said Flat which affects the right of The Transferees and The Transferor has not received or agreed to receive any consideration from any third party whosoever either in cash or in kind, nor created or

Upon the strength of the aforesaid representations made by The Transferor to The Transferees and The Transferees believing the same to be true and correct, honest and bonafide the parties entered an oral negotiation and pursuant to the negotiations The Transferees have inspected the said premises and the chain of agreements mentioned above and the Share certificate issued by the Society and satisfied themselves about the condition of the Said Flat and the title of The Transferor to the Said Flat The Transferees have entered into this agreement only after inspecting, understanding the contents and satisfying themselves in this regard. The Transferor herein have agreed to sell to The Transferees and The Transferees have agreed to purchase and acquire from the said Transferor the said Flat together with all rights, title, interest, benefits and with clear and marketable title, free from all encumbrances subject to The Transferor putting The Transferees in possession and/or getting the names of The Transferees recorded in the records of the said Society to which The Transferor has agreed to do so and upon certain other terms and conditions hereinafter appearing mutually agreed by and between the parties to these presents.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. The Transferor has agreed to sell, transfer and assign to The Transferees and The Transferees have agreed to purchase and acquire the **FLAT NO. 405, admeasuring 227 sq. ft. Carpet Area (i.e. 21.09 sq. mts. Carpet Area), on the 4TH FLOOR, of the building known as PALM SPRING "B" CO-OPERATIVE HOUSING SOCIETY LIMITED situated at LINK ROAD, MALAD WEST, MUMBAI 400064, in the joint names, together with all rights, title, interest, benefits, sinking fund amount, shares etc. at the lump sum price or consideration amount of Rs. 62,00,000/- (RUPEES SIXTY TWO LAKHS ONLY).**
2. The above consideration of Rs. 62,00,000/- (RUPEES SIXTY TWO LAKHS ONLY) is being transferred to the Transferor in the following manner :
 - The Transferees have to pay to The Transferor the sum of Rs. _____/- (RUPEES _____ ONLY) being part consideration amount on or before registration of this Agreement, as per the details mentioned in the receipt hereafter written, (the payment and the receipt whereof The Transferor doth hereby admit and acknowledge).
 - The Transferees shall deduct the **TDS of 1% i.e. Rs. 62,000/- (RUPEES SIXTY TWO THOUSAND ONLY)** of the Total consideration i.e. of Rs. 62,00,000/- (RUPEES SIXTY TWO LAKHS ONLY) and will submit copy of Challan to The Transferor within 7 days of registration and also agrees to issue a **TDS CERTIFICATE** to the same effect. This being the TDS of The Transferor which is to be deducted by The Transferees, as per the Finance Bill 2013 read with section 194-IA, now providing for TDS @ 1% of the Total Consideration, to be deducted by The Transferees.

> The Transferees agree to pay to The Transferor the balance and Final Consideration amount of Rs. _____/- (RUPEES _____ ONLY) by availing loan from any Financial Institution/Bank and/or via personal funding within 30 days from the date of registration of this Agreement. Whereas in case the balance and final consideration is not received by The Transferor within 30 days from the date of registration of this Agreement, then The Transferor have the rights to terminate this agreement and The Transferor shall refund the remaining amount to The Transferees within a period of 15 Days via RTGS or Demand Draft and In such a case of termination both Parties have to sign and execute the Deed of Cancellation and agree with each other that they shall remain present in the Office of the Sub-Registrar to register the deed of cancellation.

3. The Transferor shall co-operate with The Transferees as an when any documents in his possession, post the registration of these presents, are required for the Loan purpose and obtain a "No Objection Certificate" from the Society on Financial Institution / Bank Format.
4. Any delay related to the requirements of any documents for the loan purpose from The Transferor then the same shall be treated as The Transferor liability or procedural time taken and The Transferees shall not be penalized for the same for The Transferor liability. However it shall be treated mutually between The Transferor and The Transferees.
5. The Transferor shall hand over to The Transferees the vacant and peaceful possession of the said Flat after receiving and realization of the full and final consideration amount.
6. The Transferees after making payment of the balance consideration and taking possession of the flat premises shall be entitled to become the members of the said society and also agree to abide by the Rules, Regulations and Bye-laws of the said Society.
7. The Transferor agree and undertake to sign and execute all acts and deeds including Sale Deed, Affidavits, Declarations, Undertakings, etc. in respect of the said Flat in favor of The Transferees and/or in favor of the said Society and/or in favor of other Government/Semi-Govt. authorities for effective transfer of the said Flat and all incidentals thereof in the names of The Transferees on receiving full and final consideration amount.
8. The Transferor has agree and undertake to co-operate in getting the said Flat transferred in the records of the Society in the names of The Transferees, Society Transfer charges to the society shall be borne equally by both the parties.
9. The Transferor have agree to pay Society's dues, arrears and outgoings like Maintenance Charges, Municipal Taxes, Water Charges, Electricity Charges, Funds etc. pertaining to the said Flat till the date of possession of the said Flat and thereafter

10. The Transferor shall hand over to The Transferees all the original papers and documents pertaining to the said Flat at the time of final payment or as and when required by the Financial Institution/Bank for the consideration amount subject to this request being made post the registration of these presents.

11. The Transferor hereby declare that there are no prohibitory orders by any Government and/or Local Authority or Injunction by any Court restraining him from handing over and/or transferring the said Flat, The Transferor further declare that no attachment has been levied on the said Flat.

12. The Transferees shall pay Tax Deducted at Source (T.D.S.) directly to the concerned Authorities, the amount such paid shall be treated as amount paid to The Transferor out of the consideration amount as agreed above. The Transferees shall pay the above T.D.S. and provide the Tax Paid Challan to The Transferor within the time provided, BY filling the return within time, if credit is not received of the entire amount of TDS, the same will be payable by The Transferees by cheque or cash within 30 days of the due date of filing TDS returns.

13. The Permanent Account Numbers (P.A.N.) of THE TRANSFEROR (1) and THE TRANSFEREES (A) & (B) is as under:-

SR. NO.	NAME	PAN
1.	MR. RAKESH JAGDISH GOENKA	AGKPG0881H
A.	MRS. FIZZAH JOEL DSOUZA	AWVPS6685E
B.	MS. SAHAR DSOUZA	CIVPD5064L

14. The Transferor hereby identifies that he would be responsible for any claims arising in future by any personal family members on the said property and The Transferees does not hold any responsibility on any such claims if any.

15. The Transferees shall pay the necessary stamp duty and registration charges as applicable by the concerned Government authority on this Agreement.

16. The Transferees have 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.

17. The Transferor shall pay the necessary stamp duty and other liabilities of previous Agreements (if any) as applicable by the concerned Government authority and The Transferor shall keep indemnified to The Transferees in this respect.

18. The Transferor doth hereby undertake to hand over all the original documents relating to the title of the flat (including previous chain of Sale Agreements) papers, Allotment letter, Sets of Key, Share Certificate, loan settlement paper (if any), No-Lien Letter/Certificate, No Dues Certificate, all the Original Receipts, Possession letter and

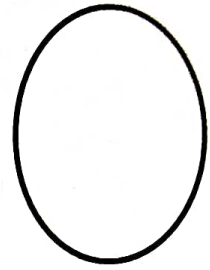
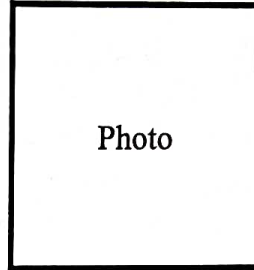
18. The Transferor and the Transferees shall promptly upon execution of this Agreement proceed to lodge this Agreement with the concerned Sub-Registrar of Assurance at Mumbai for registration and also admit execution of the same before the said Sub-Registrar.
19. The original of this Agreement shall be retained by the Transferees. The Transferees shall have the right to deposit the original of this Agreement with its lender who shall be providing the home loan to make payment of the Balance Consideration to the Transferor.
20. All disputes and differences between the parties, hereto, shall be settled amicably. In the event of the same turning futile, the same may be referred to be resolved in the Court of Law in Mumbai having jurisdiction.
21. This agreement is subject to the provision of Maharashtra Ownership Flat (Regulation of promotion of construction, sale, management and Transfer) Act, 1963 and Co-operative Societies Act, 1960 with rules made there under.
22. It is agreed by and between the parties that the contents of this Agreement for Sale have been read by them and they are fully aware of this and with the satisfaction after knowing all these terms and now they are executing this Agreement for Sale in the presence of two witnesses.

SCHEDULE OF PROPERTY

FLAT NO. 405, admeasuring 227 sq. ft. Carpet Area (i.e. 21.09 sq. mts. Carpet Area), on the 4TH FLOOR, of the building known as PALM SPRING "B" CO-OPERATIVE HOUSING SOCIETY LIMITED situated at LINK ROAD, MALAD WEST, MUMBAI 400064, constructed on all that the pieces or parcels of land bearing, corresponding to C.T.S. NO : 1406A/3/5 TO 7 of VILLAGE : MALAD SOUTH, TALUKA : BORIVALI within the Registration District and Sub-District of City of Mumbai.

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

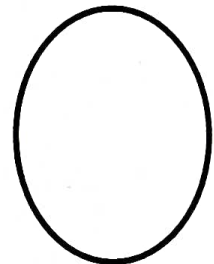
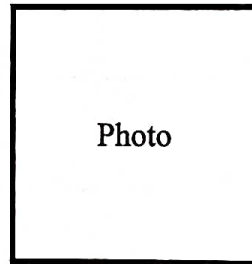
SIGNED AND DELIVERED by the)
Within named **THE TRANSFEROR**)
MR. RAKESH JAGDISH GOENKA)



In the presence of

- 1.
- 2.

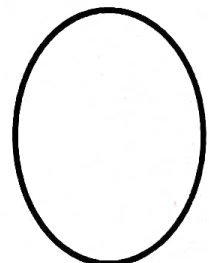
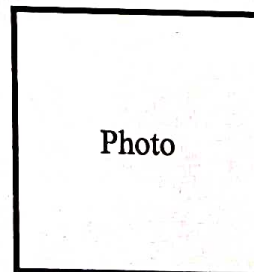
SIGNED AND DELIVERED by the)
Within named **THE TRANSFEREES**)
MRS. FIZZAH JOEL DSOUZA)



MS. SAHAR DSOUZA)

In the presence of

- 1.
- 2.



RECEIPT

RECEIVED on the day and the year first hereinabove written the sum Rs. _____/- (RUPEES _____ ONLY) being the part consideration amount towards sale FLAT NO. 405, admeasuring 227 sq. ft. Carpet Area (i.e. 21.09 sq. mts. Carpet Area), on the 4TH FLOOR, of the building known as PALM SPRING "B" CO-OPERATIVE HOUSING SOCIETY LIMITED situated at LINK ROAD, MALAD WEST, MUMBAI 400064, as per the following details,

AMOUNT/RS.	CHEQUE /RTGS REF. NO.	DATE	DRAWN ON
Rs. _____/- (Total)			

I SAY RECEIVED,

MR. RAKESH JAGDISH GOENKA
(THE TRANSFEROR)

WITNESSES :-

1.

2.