

AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at Mumbai this ___ day of Aug, 2024.

BETWEEN

MR. BALBIR KAUR AHLUWALIA, (PAN NO. ABVPA8495P) aged about 55 years,
AND MR. ATAM PRAKASH SINGH AHLUWALIA, (PAN NO. ABXPA7616G)
aged about 63 years, both adults, Indian Inhabitant of Thane having address at Lodha Amara, W15-2804, Casa Sereno D, Kolshet Road, Thane west, Nr. Sandouz Baug Thane - 400615, Hereinafter referred to as '**the VENDORS**' (which expression unless it be repugnant to the context or meaning thereof, shall mean and include their heirs, executors, administrators and assigns) **of the FIRST PART.**

AND

Mrs. SHOBHA DILIP CHAWHAN (PAN NO. AGTPC5056H) aged about 48 years,
And Mr. **DILIP BALUSINGH CHAWHAN (AGMPC7048Q)** aged about 51 an adult,
Indian Inhabitant, of Mumbai presently residing at Room No. 109, SRA Building, Free Press Journal Marg, Infront of Raheja Chambers, Nariman Point, Mumbai 400021,
Hereinafter referred to as "**the PURCHASER**" (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;

- a. By virtue of Agreement for Sale dated 13th day of August, 2018 and made and entered into between **M/S. BELLISSIMO DEVELOPERS THANE PRIVATE LTD,** (therein referred as "**THE PROMOTER**" of the First Part) and **MR. BALBIR KAUR AHLUWALIA, AND MR. ATAM PRAKASH SINGH AHLUWALIA,** (therein referred as "**THE PURCHASER**" of the Second Part) have purchased, acquired, possessed and well sufficiently entitled to Flat No. 2804, area admeasuring about 57.02 Sq. Mtr. (Carpet area), on 28th Floor, in the building known as "Wing 15" of "LODHA AMARA", Casa Sereno D, Kolshet Road, Thane west, Nr. Sandouz Baug Thane - 400615, standing on the Plot bearing City Survey No. 62/0, 63/1, to 63/9, 64/4 to 64/6, 64/8, 69/1, 69/2 & others of Village Balkum, Taluka & Dist. Thane in the Registration district and sub district of Thane and more particularly described in the Schedule hereunder written.

- b. The aforesaid Agreement for Sale dated 13th day of August, 2018 was lodged and registered on 13/08/2018 under Serial No. TNN-2/11087/2018 at the Office of Sub Registrar, Thane, District Thane and Sub District Thane and the concerned Registering Authority has also, issued Index-II thereof.
- c. The "LODHA AMARA" duly registered under the Maharashtra Co-operative Societies' Act, 1960, bearing Registration No. **MUM/MHADB/HSG(TC)/157 Year 2023-2024 dated 29/05/2023** having its registered office at "LODHA AMARA", Casa Sereno D, Kolshet Road, Thane west, Nr. Sandouz Baug Thane - 400615 (Hereinafter referred to as 'The Said Society'), and the said **Society had allotted Share Certificate to the VENDORS being Share Certificate No.36 having fully paid of 5 (Five) Shares of Rs.50/- Each aggregating to Rs.250/- bearing distinctive Nos. 176 to 180** (both inclusive) issued by the said Society together with right to use, occupy and possess the said Flat (hereinafter called as "The Said Shares").
- d. Therefore, the **VENDORS** herein acquired valid membership rights and became the bonafide member of "LODHA AMARA" and in their capacity as the Members of the said Society, the **VENDORS** are holding the said Shares and having valid membership rights together with joint rights, title and interest to use, occupy and possess the said Flat.
- e. The **VENDORS** has been regularly paying all the outgoing and maintenance charges in respect of the said Flat to the said Society and as on date nothing is due and payable to the said Society in respect thereof.

AND WHEREAS the **VENDORS** have decided to sell, disposed of and transfer the said Flat on ownership for the consideration of **Rs. 1,95,00,000/- (Rupees One Crore Ninety Five Lakh Only)** to any Prospective Buyers and on coming to know the intention of the **VENDORS** regarding sale of the said Flat, the **PURCHASER** has approached to the **VENDORS** and negotiated for sale and transfer of the said Flat in **PURCHASER** favour and the **VENDORS** made following representations to the **PURCHASER** in respect of the said Flat i.e.

- a) The **VENDORS** are the joint owners of the said Flat and entitled to occupy, use and enjoy the said Flat.

- b) Except the **VENDORS**, no other person, entity or authority has got any right, title or interest of whatsoever nature against the said Flat.
- c) The **VENDORS** has not created any right, title, interest, mortgage, charge or encumbrance whatsoever in respect of the said Flat whether by way of sale, exchange, mortgage, gift, trust, tenancy, possession, inheritance, lien or any other way in favour of any person, entity or authority.
- d) The **VENDORS** have full right, full power and authority to enter into this Agreement for Sale and to sell and transfer the said flat to the **PURCHASER**.
- e) There are no suits, litigation, Civil or criminal or any other proceedings pending as against the **VENDORS** in respect of the said Flat.
- f) There are no attachments or prohibitory orders against the said Flat and the said Flat is not subject matter of any leases-penances or easements or attachments either before or after judgments.
- g) The **VENDORS** has not received any notice either from Income Tax Authorities or Municipal Corporation of Greater Mumbai or any other statutory body or authorities regarding the acquisition or requisition of the said Flat.
- h) There are no other encumbrances created against the said Flat and the title of the **VENDORS** to the said Flat is clear, marketable and free from all encumbrances.
- i) The **VENDORS** shall obtain no objection letter from the said Developer for transferring the said Flat premises in favour of the **PURCHASER**.

Relying upon the aforesaid representations made by the **VENDORS**, the **PURCHASER** agreed to purchase the said residential Premises bearing Flat No. 2803, area admeasuring about 57.02 Sq. Mtr. (Carpet area), on 28th Floor, in the building known as "Wing 15" of "LODHA AMARA", Casa Sereno D, Kolshet Road, Thane west, Nr. Sandouz Baug Thane - 400615, standing on the Plot bearing City Survey No. 62/0, 63/1, to 63/9, 64/4 to 64/6, 64/8, 69/1, 69/2 & others of Village Balkum, Taluka

& Dist. Thane in the Registration district and sub district of Thane, for the consideration of **Rs. 1,95,00,000/- (Rupees One Crore Ninety Five Lakh Only)** and on the terms and conditions appearing hereinafter.

Under provisions of the Maharashtra Ownership Flats Act, (Maharashtra Act No. XLV of 1963) as well as the Maharashtra Co-operative Societies Act, 1960, the **VENDORS** is required to execute a written agreement for sale of the said flat with the **PURCHASER**, which is in fact these presents and also to register the same under the registration Act, 1908 and the Rules Made thereunder.

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

1. The recitals contained herein shall form the integral part of this agreement for sale as the same are set out and incorporated herein.
2. The **VENDORS** have represented to the **PURCHASER** that the Recitals above record the accurate and complete facts regarding the said Premises and do not suppress any relevant facts.
3. The **VENDORS** have hereby agreed to sell, transfer and convey to the **PURCHASER** their rights, title and interest in the said residential premises bearing Flat No. 2804, area admeasuring about 51.84 Sq. Mtr. (Carpet area), on 28th Floor, in the building known as "Wing 15" of "LODHA AMARA", Casa Sereno D, Kolshet Road, Thane west, Nr. Sandouz Baug Thane - 400615, standing on the Plot bearing City Survey No. 62/0, 63/1, to 63/9, 64/4 to 64/6, 64/8, 69/1, 69/2 & others of Village Balkum, Taluka & Dist. Thane in the Registration district and sub district of Thane, and more particularly described in the schedule hereunder written for the consideration of **Rs. 1,95,00,000/- (Rupees One Crore Ninety Five Lakh Only)** to be paid to the **VENDORS** by the **PURCHASER** in the following manner:
 - a) The **PURCHASER** have paid **Rs. 1,00,000/- (Rupees One Lakh Only)** to the **VENDORS** before execution and registration of this Agreement for Sale as and by way of part consideration towards purchase of the said Premises.

- b) **Rs.1,95,000/- (Rupees One Lakh Ninety Five Thousand Only)** being 1% TDS on the lump-sum Consideration amount, on sale of immovable properties (according to section 194-IA, inserted in the Finance Act, 2013) have been paid by the **PURCHASER** on behalf of the **VENDORS** after execution of this Agreement for Sale as and by way of part consideration towards purchase of the said Premises. (The receipt whereof the **VENDORS** hereby admits, acknowledges and forever acquits and discharges the **PURCHASER** from the payment of the same subject to receipt of the original TDS certificate and the Challan evidencing the payment within a 30 days from the date of registration).
- c) The balance sum of **Rs. 1,92,10,000/- (Rupees One Crore Ninety Two Lakh Ten Thousand Only)** to be paid by way of own contribution or by Bank or any Finance Company directly to the **VENDORS** through Cheques/order/s/ R.T.G.S. on behalf of the **PURCHASER** within 60 (Sixty) days of the execution/registration of this agreement for sale by way of Bankers Cheque/s / pay order/s/NEFT/R. T. G. S. by the **PURCHASER** subject to submission of all required documents to the bank/Finance Company from **VENDORS** side. It is, however agreed, that said documents shall be submitted to the said Bank /Finance Company by the **VENDORS** or **PURCHASER**.
4. Forthwith on receipt of **Rs. 1,95,00,000/- (Rupees One Crore Ninety Five Lakh Only)** consideration as mentioned herein above, the **VENDORS** shall hand over quiet, vacant and peaceful possession of the said Flat to the **PURCHASER** and the **VENDORS** shall execute necessary transfer form and sign other requisite letters and give undertakings etc. as may be required for transfer herein contemplated and the **ORIGINAL TITLE DEED**, the Original Receipts, TDS Receipt, and No objection Certificate shall be delivered to the **PURCHASER**, without any claim or demand of whatsoever nature against the **PURCHASER** in that behalf.
5. Forthwith upon receipt of aforesaid entire consideration the **VENDORS** shall relinquish all their right, title, interest etc. in respect of the said Flat and shares, in favour of the **PURCHASER** and the **PURCHASER** shall ipso-facto become entitled to hold the said Flat, along with all rights, title, interest, benefits etc. in

respect of the said Flat and shares, and its enjoyment free from all encumbrances and the same are not subject to any charge, lien, mortgage, gift, trust, lease or any encumbrances of whatsoever nature and the **VENDORS** herein covenants with the **PURCHASER** that the earlier agreement has not been canceled, revoked, modified in any manner whatsoever nature and also it has not been applied for refund of the Stamp Duty for the same.

6. The **VENDORS** hereby assures the **PURCHASER** they have not on or before execution of this Agreement for Sale entered into any agreement for sale or mortgaged or transferred assigned or in any other way encumbered or alienated his rights, title, interest in the said Flat and Shares, nor the same are subject matter of litigation of whatsoever nature attachment before or after judgment and that they (the **VENDORS**) has performed all obligations in his part and observed and discharged all liabilities and on the aforesaid representation the **PURCHASER** have agreed to purchase the said Flat.
7. The **VENDORS** declare that he is absolute owner of the said Flat premises as well as entitled for membership rights of the said society and holding the said Flat premises quietly without any claim or obstruction from any other person, entity or authority. The **VENDORS** further declares that he is having full power and absolute authority to transfer his right, title and interest in respect of the said Flat premises to the **PURCHASER** in the manner agreed herein.
8. The **VENDORS** declares that the said Flat Premises is free from all other encumbrances or in any manner charged for payment of any moneys to any other person, entity, authority or financial institutions. The **VENDORS** further declares that **VENDORS** has not entered into any agreement for transfer, sale or leave and license or let out in respect of the said Flat premises with any other person, entity or authority.
9. It is hereby further agreed between the parties hereto that till the date of execution hereof the **VENDORS** shall be liable and responsible to pay all taxes, charges, dues etc. in respect of the said Flat and the **VENDORS** hereby indemnifies the **PURCHASER** and shall always keep them indemnified in respect of all the claims, dues, outstanding, contributions etc. that may become payable in respect of the said premises for any period prior to the date of

execution of this agreement for sale and thereafter **PURCHASER** shall be responsible and liable to pay the same.

10. At present the said Flat premises is in lawful possession of the **VENDORS**. Without reserving any right, the **VENDORS** shall handover the peaceful physical possession of the said Flat premises to the **PURCHASER** on receiving the full consideration as agreed by the **VENDORS**. On realizing the full consideration as agreed, it shall be lawful for the **PURCHASER** from time to time and at all times hereinafter peacefully and quietly to hold, enter upon, have occupy possess, enjoy the said Flat premises hereby granted with its appurtenances and receive the rents, issues and profits thereof to and for his own use and benefit without any let, hindrance, denial, interference, suit, lawful eviction, interruption, claim and demand whatsoever from or by the **VENDORS** or any person or persons lawfully or equitably claiming or to claim by from under or in trust from the **VENDORS**.
11. The **PURCHASER** doth hereby covenant with the **VENDORS** that he shall also become the member of the said building and shall abide by the Rules and Regulations and Bye-laws of the said Society and that the **PURCHASER** further agrees undertakes to pay, perform and discharge all claims, demands, contributions, duties and obligations which the Building Authority may be lawful and reasonable hereinafter take in respect of the said Flat from the **PURCHASER** as the member of the said Society.
12. The **VENDORS** and the **PURCHASER** will execute necessary deeds, documents, writings, affidavits, undertakings, forms, applications etc. as may be necessary and reasonably required by **VENDORS** as and when required for giving proper effect to what is agreed herein and to transfer the said membership rights and the said Flat premises to the **PURCHASER** from that of the **VENDORS**.
13. The **VENDORS** shall from time to time and at all reasonable times, do and execute or cause to be done and executed all such acts, deeds and things essential and required for more perfectly transferring the right, title and interest of the **VENDORS** in the said Flat premises to the **PURCHASER** as shall be

reasonably required but at the cost of the **PURCHASER** but subject to the payment of full consideration as agreed herein.

14. If any person, entity or authority claims any right, title or interest in the said Flat premises through the **VENDORS** and thereby the **PURCHASER** is put to any inconvenience, discomfort, losses, expenses, then in such event the **VENDORS** agrees and undertakes to indemnify and keep indemnified the **PURCHASER** against all claims, actions, demands and proceedings arising against the **PURCHASER** in respect of the said Flat premises.
15. The parties here to undertake to comply with all the formalities required for completing the registration of this Agreement for Sale in respect of the said Flat premises in the record of the Sub-Registrar of assurances.
16. The MGL/Electricity Provider i.e., TATA POWER/ Reliance Energy Ltd./ Adani Electricity / Water meters, deposits and all the amount standing to the credit of the **VENDORS** in the books of the said Society/any other concerned Authorities in respect of the said Flat premises shall be transferred in the name of the **PURCHASER** on payment of full Final consideration as agreed.
17. The Transfer Fees, Donation, if any, liveable by the Developers/Society the time of completion of the transfer of the said Flat from the name of the **VENDORS** to the name of the **PURCHASER** shall be borne and paid by the both parties equally while Stamp Duty, registration fees and charges to this agreement for sale shall be borne and paid by the **PURCHASER** alone.
18. This Agreement for Sale shall, to the extent they are statutory, always be subject to the provisions contained in the Maharashtra Ownership Flat (Regulation of promotion of construction, sale, management and transfer) Act, 1963 (Maharashtra Act No. XV of 1997) and rules made thereunder and any other provisions of law applicable thereto.
19. In the event of any dispute pertaining to any matter relating to the transaction or any matter arising out of the interpretation of this Agreement for Sale shall be referred to two arbitrators one each to be appointed by both the parties

hereto. Thereafter disputes and differences shall be resolved in accordance with the provisions of Arbitration and Conciliation Act, 1996.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THIS WRITING THE DAY AND THE YEAR HEREINABOVE MENTIONED.

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

Flat No. 2804, area admeasuring about 57.02 Sq. Mtr. (Carpet area), on 28th Floor, in the building known as "Wing 15" of "LODHA AMARA", Casa Sereno D, Kolshet Road, Thane west, Nr. Sandouz Baug Thane - 400615, standing on the Plot bearing City Survey No. 62/0, 63/1, to 63/9, 64/4 to 64/6, 64/8, 69/1, 69/2 & others of Village Balkum, Taluka & Dist. Thane in the Registration district and sub district of Thane.

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THIS WRITING THE DAY AND THE YEAR HEREINABOVE MENTIONED.

SIGNED, SEALED AND DELIVERED)
by the within named **VENDORS**)
MR. BALBIR KAUR AHLUWALIA)

MR. ATAM PRAKASH SINGH AHLUWALIA)
who has executed these presents)
In presence of.....)

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2.

SIGNED AND DELIVERED)
by the within named **PURCHASER**)
Mrs. SHOBHA DILIP CHAWHAN

Mr. DILIP BALUSINGH CHAWHAN

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RECEIPT

RECEIVED OF AND FROM the within named PURCHASER Mrs. SHOBHA DILIP CHAWHAN the sum of **Rs.1,00,000/- (Rupees One Lakh Only)** towards part payment out of full and final consideration **Rs. 1,95,00,000/- (Rupees One Crore Ninety Five Lakh Only)** in respect of Flat No. 2804, area admeasuring about 57.02 Sq. Mtr. (Carpet area), on 28th Floor, in the building known as "Wing 15" of "LODHA AMARA", Casa Sereno D, Kolshet Road, Thane west, Nr. Sandouz Baug Thane - 400615, the details of which are set out hereunder as and by way of the payment of the Consideration agreed to be paid under this Agreement.

The particulars of payments are as under: -

Sr. No.	Drawn on	RTGS/Cheque No.	Dated	Amount (Rs.)
1.				1,00,000/-
1% TDS on total consideration amount				1,90,000/-
Total				2,90,000/-

We Say Received Rs. 2,90,000/-

MR. BALBIR KAUR AHLUWALIA

MR. ATAM PRAKASH SINGH AHLUWALIA
(VENDORS)

WITNESSES:

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