**AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on **\_\_\_\_\_, August, 2024** BETWEEN **Mr. JAYANT PARIMAL,** age 57 years, (Pan No ABRPJ4172G) His Residing Address – Plot No. 153, Kalhar Exotica, Near Science City, Sola Road, Sola, Ahmedabad - 380060 and sole owner of Flat No. 1601 & 1602, 16th Floor, D-wing, Lake Lucerne ABCD CHS Ltd., Phase-III, Sub Plot No. 4, Lake Homes, Off. Adi Shankaracharya Marg, Powai, Mumbai – 400076; hereinafter called as **“THE SELLER”** (Which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) of the ONE PART.

AND

**Mr. BALAKRISHNAN PILLAI,** age 41 years, (PAN No. ATNPP7547B) and **Mrs. RAJANI MENON PILLAI**, age 39 years, (PAN No. AWIPM2530R) and **Mr. RAVINDRAKUMAR PILLAI**, age \_\_\_\_ years, (PAN No. AAQPP0092B) Their Current Address at – Flat No. 1101 & 1102, 11th Floor, D-wing, Lake Lucerne ABCD CHS Ltd., Phase-III, Lake Homes, Off. Adi Shankaracharya Marg, Powai, Mumbai – 400076; Hereinafter called **“THE PURCHASERS”** Which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors, administrators and assigns) of the OTHER PART.

**WHEREAS THE SELLER DO HEREBY EXPRESSLY REPRESENT TO AND DECLARE TO THE PURCHASERS AS FOLLOWS:-**

**A.** By an Agreement for Sale dated – 23rd, April, 2009 lodged for registration before the Sub Registrar of Assurances vide Receipt No. 3998 dated – 05/05/2009 (Vide No. BDR3-033848-2009) made & entered into between M/s. EKTA SUPREME HOUSING, A Partnership Firm registered under the Indian Partnership Act, 1932 and having their Principal Place of Business at “Lake Homes, Off. Adi Shankaracharya Marg, Powai, Mumbai – 400076, therein referred to as “The Developer” of the One Part and **Mr. JAYANT PARIMAL** therein referred to as **“The PURCHASER”** of the Other Part. The latter has purchased and acquired a residential Flat on ownership basis Viz. **Flat No. 1601 & 1602, on the 16th Floor in “D” wing,** in the building known as **Lake Lucerne ABCD Co-operative Housing Society Limited, Phase-III, Sub Plot No. 4, Lake Homes, Off. Adi Shankaracharya Marg, Powai, Mumbai – 400076, along with 2 open car parking’s on podium level, parking space nos. 74 & 75,** admeasuring **Carpet area of 105.94 sq. meters** inclusive of the areas of the enclosed balconies at Village Chandivali, Taluka Kurla, Mumbai Suburban District **bearing CTS Nos. 11B/1A, 11B/4 (part) & 11B/8** and more particularly described in the Schedule written hereunder (hereinafter referred to as “THE SAID FLAT” at or for the price and upon the term and conditions therein contained and paid the full consideration amount.

**B.** The Lake Lucerne ABCD Co-operative Housing Society Limited of said flat/building been formed and registered under the provisions of Maharashtra Co-operative Societies Act, 1960 in the name of **Lake Lucerne ABCD Co-operative Housing Society Limited** bearing vide Registration No. **MUM - 2/ W-L / HSG / TC / 9958 /2009 – 2010/Year 2010 Dt. 03/03/2010** Hereinafter called and referred to as the said Society) is absolutely seized and possessed of the aforesaid piece and parcel of land and **Mr. JAYANT PARIMAL** (the SELLER herein) became one of the member of the said Society and the said Society issued to them Five Shares of Rs.50/- each, bearing Distinctive No. **01206 to 01210 vide Share Certificate No. 242, dated 31st August 2011** (hereinafter called **“the said Shares”**).

**C.** The SELLER herein have fulfilled all the terms and conditions of the said agreement and also has paid the full and final consideration price. That in the premises aforesaid SELLER are legally entitled to the said flat together with benefits attached to it and that neither the SELLER herein either personally or through any of his agent/s or constituted attorney has/ have or had at any time hereto before either created or agreed to create any third party rights, title, interest or claim whatsoever in respect of the said flat.

**D.** That as per the terms of the said original agreement the SELLER are also entitled for certain amenities, clubhouse/health club facilities to be provided by the said developer to all various flat PURCHASERS and the same shall be for the brevity’s sake hereinafter referred to as the said benefits.

**E.** That the title of the SELLER in respect of the said Flat with benefits attached to it is absolutely clear and marketable, free from all encumbrances and reasonable doubts including free any third party adverse deal, arrangement, understanding, agreement, agreement for sale transfer or assignment, conveyance, release, relinquishment, surrender, gift, exchange, lease monthly tenancy, leave and license charge, mortgage or any other encumbrances.

**F.** That in the manner aforesaid the SELLER have truly, honestly, bonafidely and in good faith disclosed to the PURCHASERS, 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, of anything whatsoever in that behalf and in any manner whatsoever.

AND WHEREAS upon the strength of the representation and declaration made by the SELLER to the PURCHASERS, the parties have negotiated for sale and PURCHASE of the said Flat in the said building and said benefits with all incidental benefits and right, title, interest, claim estate, possession and property rights in respect thereof at law. Equity and otherwise at full and final sale consideration / price of **Rs. 3,63,00,000/-(Rupees Three Crores Sixty Three Lakhs Only)** payable to the SELLER

with vacant and peaceful possession of the said flat with benefits with legal right to have and handing over all relevant deeds, documents, papers and writings from the SELLER and the concerned parties contemplated by laws as hereinafter mentioned in these presents with otherwise clear & marketable title free from all encumbrances and reasonable doubts.

**Now this agreement witnessed as follows:**

1. The SELLER hereby declare and confirm that what is recited hereinabove in respect of the said Flat shall be treated as representation and irrevocable declarations on his part as if the same are reproduced herein verboten and form part of this clause. The SELLER hereby confirm that the PURCHASERS have agreed to purchase the said flat relying upon the correctness of the declarations and representations made by the SELLER in these presents.
2. The SELLER shall sell, transfer, assign and assure and the PURCHASERS shall purchase and acquire the said Flat **Viz. Flat No. 1601 & 1602,** on the **16th Floor** in **“D” Wing** of the building known as **Lake Lucerne ABCD Co-operative Housing Society Limited, Phase-III, Sub Plot No. 4, Lake Homes, Off. Adi Shankaracharya Marg, Powai, Mumbai – 400076, along with 2 open car parking’s on podium level, parking space nos. 74 & 75** and The SELLER shall sell their Said Flat with all fix fixtures and appliances appurtenant to the said flat**,** more particularly described in the schedule herein underwritten free from all encumbrances at or for total sale consideration of **Rs. 3,63,00,000/-(Rupees Three Crores Sixty Three Lakhs Only)** to be paid by the PURCHASERS to the SELLER on or before **30/09/2024** Or the execution of this agreement the receipt whereof the SELLER both hereby admit, acknowledge and confirm at the foot of this agreement.
3. The sale consideration of **Rs. 3,63,00,000/-(Rupees Three Crores Sixty Three Lakhs Only)** will be paid/paid by the PURCHASERS to the SELLER as follows:
	* + 1. **Rs. 1,00,000/- (Rupees One Lakh Only)** vide NEFT, Reference Nos. 000389326205 & 000389322286, dated 08/06/2024, drawn on HDFC Bank, Branch – Malad West, in favor of **Mr. JAYANT PARIMAL** as a token money/installment and the receipt whereof the SELLER doth hereby admit, acknowledge and confirm at the foot of this Agreement.

* + - 1. **Rs. 14,00,000/- (Rupees Fourteen Lakhs Only)** vide NEFT, Reference No. NB03121240942013220583, dated 03/08/2024, drawn on HDFC Bank, Branch – Malad West, in favor of **Mr. JAYANT PARIMAL** as part payment/installment and the receipt whereof the SELLER doth hereby admit, acknowledge and confirm at the foot of this Agreement.
			2. **Rs. 65,37,000/- (Rupees Sixty Five Lakhs Thirty Seven Thousand Only)** vide NEFT, Reference No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, dated \_\_\_\_/08/2024, drawn on HDFC Bank, Branch – Malad West, in favor of **Mr. JAYANT PARIMAL** as part payment/installment and the receipt whereof the SELLER doth hereby admit, acknowledge and confirm at the foot of this Agreement.

* + - 1. **Rs. 3,63,000/- (Rupees Three Lakhs Sixty Three Thousand Only)** **(1%)** being the TDS to be deposited by the PURCHASERS as per Section 194IA of the Income Tax Act and the same shall be deemed to be received by the SELLER and the PURCHASERS shall deposit the said TDS and shall produce the TDS paid certificate to the SELLER on or before the completion of the transaction **30/09/2024** in the name of **Mr. JAYANT PARIMAL**.
			2. The balance **FULL AND FINAL** consideration **Rs. 2,79,00,000/- (Rupees Two Crores Seventy Nine Lakhs Only)** will be paid directly by the PURCHASERS through **Loan from Bank or any financial institution**, via Pay Order / RTGS/NEFT transfer On or Before **30/09/2024** to the **Mr. JAYANT PARIMAL.** Upon receipt of **Full and Final payment** of **Rs. 2,79,00,000/- (Rupees Two Crores Seventy Nine Lakhs Only)** the SELLER shall immediately put the PURCHASERS in vacant possession of the said Flat and surrender their right, title and interest in favor of the PURCHASERS and the PURCHASERS shall be entitled to quietly enter upon, leave, hold, occupy, possess and enjoy the said Flat. The aforesaid payment shall be released by the bank in two parts. First towards Bank Loan transfer of approx. **Rs. 1,00,00,000/- (Rupees One Crore Only)** provided the SELLER’s Bank produces all the necessary title original documents after his current mortgage home loan with HDFC Bank . Second part **Rs. 1,79,00,000/- (Rupees One Crore Seventy Nine Lakhs Only)** will be released by the Bank directly to the SELLER **Mr. JAYANT PARIMAL** on or before **30/09/2024**. The PURCHASERS Bank Loan clearance subject to submission of relevant list of loan documents by SELLER & NOC required by the PURCHASERS for their availing housing loan
1. The SELLER covenant with the PURCHASERS that they are the absolute owners of the said flat hereby agreed to be transferred and sold and no other person or persons has or have any rights, title, interest in property claim or damage of any nature whatsoever in or upon the flat whether by way sale, charge, mortgage, lien, gift, trust, inheritance, lease, licenses easement or otherwise howsoever and they have good right, full power and absolute authority to transfer and sell the same to the PURCHASERS.
2. The SELLER further covenants with the PURCHASERS that they have not created any charge or encumbrances of whatsoever nature on the said flat and benefits attached to it 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 judgment or any prohibitory order and they have not created any adverse right whatsoever) in favor of any one in respect of the same or any of them.

1. The SELLER hereby confirm that they have paid/ will pay all dues, claims, Govt. taxes including property taxes, Society Maintenance charges, Society charges, Club House charges etc. as is applicable and in force as of date, until the period of **30/09/2024,** by which full and final payment of the sale will happen and handover of the vacant possession of the flat will be given to the PURCHASERS. SELLER will show all proofs of payment Society Maintenance charges, Electricity & Gas bills to the PURCHASERS. SELLER will not be responsible for any claims, after the above date, due to changes in Govt. tax laws at a later date, which may have retroactive implications for the period before the conclusion of the agreement of sale and handover of the vacant flat to the PURCHASERS.
2. The SELLER hereby declares that the said flat is the self-acquired property of them and that no one else except them has any right, title and interest in respect of the said Flat and the PURCHASERS 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 SELLER or any other person lawfully or equitably claiming through, under or in trust for the SELLER.
3. Neither the Government nor any public authority has issued any notice under Income Tax Act, wealth Tax act, Maharashtra Land Revenue code or under/ any statute restraining the SELLER from selling or disposing of the said Flat or any part thereof in any manner whatsoever.
4. That the SELLER has not received any notice from the Municipal Corporation of Greater Bombay and / or Government and /or any other statutory body or authority for acquisition or requisition of the said flat.
5. The PURCHASERS shall lodge the present agreement before the concerned Registrar of Assurances and SELLER shall admit their signature on the said agreement before the said authority within the prescribed time limit as per law.
6. That after receiving the full and final payment as aforesaid from the PURCHASERS neither the SELLER nor their legal heirs, executors and administration shall and will have any right, title, interest or claim to the said Flat and till such time the full and Final payment is made, the OWNERSHIP OF the Flat will remain with the SELLER and the ownership of the flat will be transferred to the PURCHASERS only after they make full and final payment.
7. The SELLER hereby covenants with the PURCHASERS that they have paid to the said Society all their shares of taxes, electricity bills, maintenance, corpus fund and other outgoings etc. up to handing over the possession of the said Flat to the PURCHASERS.
8. The PURCHASERS shall become the member of the society and shall abide by all and singular bye-laws, rules and regulation 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.
9. If the PURCHASERS fails to complete the entire transaction as mentioned above within the stipulated time frame due to reasons attributed to the PURCHASERS, then the SELLER shall forfeit the amount of **Rs. 5,00,000/- (Rupees Five Lakhs Only)** paid to the SELLER and the SELLER will return the balance amount to PURCHASERS within 15 days from the day of cancellation and both the parties sign cancellation deed in the registration office.
10. If the SELLER is unable to complete the Agreement for Sale with the said PURCHASERS for whatsoever reasons within the stipulated time frame then the SELLER will have to refund all the amounts received (including TDS deducted and deposited, if any) from the PURCHASERS, and the PURCHASERS shall demand together with additional penalty charges of **Rs. 5,00,000/- (Rupees Five Lakhs Only)** from the date on which payments were made till the date the amount is refunded to the PURCHASERS within 15 days from the day of cancellation both the parties sign cancellation deed in the registration office.
11. 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 i.e. on 50 – 50% basis.
12. The SELLER have obtained the N.O.C. FROM the said Society, dated **\_\_\_\_/\_\_\_\_/2024** for transfer of the said flat in the name of the PURCHASERS, appended herewith.
13. It is agreed by and between the parties that the stamp Duty and the registration charges will be borne and paid by the PURCHASERS alone**.**
14. That the said agreement is subject to the Honorable Courts of Mumbai Jurisdiction only and to the provisions of the Maharashtra Ownership of Flats Act.

**THE SCHEDULE OF THE PROPERTY**

Description of Sub-Plots on which the Building to be Known as **“Lake Lucerne ABCD Co-operative Housing Society Limited** is constructed) **Flat No. 1601 & 1602,** on the **16th** **Floor** in **“D” Wing**,and **along with 2 open car parking’s on podium level, parking space nos. 74 & 75** in the building known as **Lake Lucerne ABCD Co-operative Housing Society Limited, Phase-III, Sub Plot No. 4, Lake Homes, Off. Adi Shankaracharya Marg, Powai, Mumbai – 400076**, admeasuring **Carpet area of 105.94 sq. meters**, in Registration District and Sub-district of Mumbai City and Mumbai Suburban on land bearing CTS No 11B/1A, 11B/4 (Part) and 11B/8 of Village Chandivali, Taluka Kurla, Mumbai Suburban District.

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

SIGNED AND DELIVERED

By the within name the SELLER

**Mr. JAYANT PARIMAL**

In the Presence of

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ & 2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNED AND DELIVERED

By the within name the PURCHASERS

**Mr. BALAKRISHNAN PILLAI**

**Mrs. RAJANI MENON PILLAI**

**Mr. RAVINDRAKUMAR PILLAI**

In the Presence of

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ & 2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**R E C E I P T**

Received with thanks from the within named PURCHASERS **(Mr. BALAKRISHNAN PILLAI & Mrs. RAJANI MENON PILLAI & Mr. RAVINDRAKUMAR PILLAI)** a sum of **Rs. 84,00,000/- (Rupee Eighty Four Lakhs Only)** being part payment agreed to be paid to us as per the terms of this agreement.

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| --- | --- | --- | --- |
| NEFT/RTGS No. | DATE | AMOUNT | BANK |
| 000389326205 & 000389322286 | 8/7/2024 | Rs. 1,00,000/- | HDFC Bank |
| NB03121240942013220583 | 3/8/2024 | Rs. 14,00,000/- | HDFC Bank  |
|  |  | Rs. 65,37,000/- |  |
| TDS |  | Rs. 3,63,000/- |  |
|  | TOTAL | Rs. 84,00,000/- |  |

 **We Say Received Rs. 84,00,000/-(including TDS)**

 **Mr. JAYANT PARIMAL (SELLER)**

In the Presence of…

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ & 2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_