

AGREEMENT TO SALE

This **AGREEMENT TO SALE** made at Mumbai this ____ day of September 2024, between 1) **MR.ARIF M FAQUIH, PAN No. AALPF8046L AND 2)MRS.FARIDA ARIF FAQUIH, PAN No.AALPF8045K**, adult, Indian Inhabitants, permanently having address at **Flat No-G-801, Malwadi Road, Next to Suzion Earth, Keshav Nagar, Hadapsar, Pune, Maharashtra 411028**, hereinafter collectively called as "**THE TRANSFERORS**" (which expression shall, unless it be repugnant to the context or contrary to the meaning thereof, mean and include their heirs, executors, administrators and assigns) of the First Part

AND

1) **MRS.POONAM SHARMA, PAN NO. MMAPS8190M** , AND 2) **MR.KSHITIJ SHARMA PAN No. OUOPS7284A**, both adult, Indian Inhabitants, at presently having address at **Flat No-110, 1st Floor, D 41, Virat Chs Ltd, Gen A.K Vaidya Marg, Radha Krishna Temple, Gokuldham, Goregaon East, Mumbai 400063** hereinafter collectively called as "**THE TRANSFEREES**" (which expression shall, unless it be repugnant to the context or contrary to the meaning thereof, mean and include their heirs, executors, administrators and assigns) of the Second Part.

The TRANSFERORS and the TRANSFEREES are hereinafter collectively referred to as "Parties" and individually referred to as "Party".

AND WHEREAS the TRANSFERORS had jointly purchased the said flat from the developers VGS Realty Construction Pvt Ltd. (earlier know as VGS Construction) a Company incorporated under the Companies Act, 1956 having its Registered Office at Omkar House, Off. Eastern Express Highway, Opposite Sion Chunabhatti Signal, Sion (East), Mumbai-400022 hereinafter referred to as the Promoter (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) there -in referred to as the "**promoters** " of the first part and **MR.ARIF M FAQUIH AND MRS.FARIDA ARIF FAQUIH** parties of the second part purchased the flat mentioned in the schedule I of this agreement by virtue and agreement for sale date 19th November 2016 and duly registered the same at Jt. S. R. O Borivali 8 vide document no. BRL8-9104-2016 and registered on same dated 19th November 2016. The TRANSFERORS states and declares that the said consideration and obligation towards the developers or previous owners has been discharged and no further payments or installments is due to them.

WHEREAS the TRANSFERORS are a members of “Ananta Chs Ltd”., a Society duly registered under The Maharashtra Co-operative Societies Act, 1956, vide Registration No. MUM/SRA/HSG/TC/12923/Year 2018 (hereinafter referred to as "**the said Society**") situated at CTS No. 827-D/1 Part) and along two car parking on podium 2 Level.,of Village Malad East, Shrikrishna Nagar, General Arun Kumar Vaidya Marg Goregaon East-400065 and interest in the property of the Society that is Flat No. 2106, C-Wing on the 21st floor in the building of the said Society admeasuring 71.87 sq. mtrs. Built up area, hereinafter called as "**the said flat**" of the said Society.

AND WHEREAS subsequently, all individuals who have purchased residential units within the premises known as "Omkar Ananta" have collectively formed an association, establishing a Co-operative Housing Society under the provisions of the Maharashtra Co-operative Housing Societies Act, 1960. This society, named "ANANTA CO-OPERATIVE HOUSING SOCIETY LIMITED", includes the transferors as rightful owners of specific flats. These transferors are recognized as valid and genuine members of the society. The said society has not issued the share certificate to any members till date.

WHEREAS the TRANSFERORS herein are the Legal and Lawful members of the said Society which is coupled with the right of use, occupation and possession and the right to hold on ownership basis, the said flat.

WHEREAS apart from whatever stated hereinabove, the TRANSFERORS have not done or omitted to do any act, deed or thing whereby their rights to sell, transfer, convey and assign the said shares and the said flat are adversely affected and the TRANSFERORS hereby say and covenant with the TRANSFEREES herein that all the rights for selling, transferring, conveying and assigning the said shares and the said flat are subsisting solely with the TRANSFERORS herein.

NOW FURTHER WHEREAS the TRANSFERORS have agreed to transfer all their rights, titles and interest in the said flat & the said shares in favour of the TRANSFEREES herein and the TRANSFEREES relying on the representation made by the TRANSFERORS and believing the same to be true and correct have also agreed to acquire the right, title and interest of TRANSFERORS in the said flat and the said shares on the terms and conditions hereinafter appearing.

WHEREAS the TRANSFERORS have given inspection of copies of the documents mentioned in the preamble to the TRANSFEREES and the TRANSFEREES have also found the same to be in order.

WHEREAS the Parties herein are desirous of recording their terms and conditions in writing.

NOW THIS AGREEMENT TO SALE WITNESSTH AS FOLLOWS :

1. The TRANSFERORS hereby agree to sell, transfer and assign and the TRANSFEREES hereby agree to acquire the said flat and all the rights, title and interest of the TRANSFERORS in the said flat, said shares along with all the deposits including sinking fund, reserve fund, repairs fund, corpus, security deposits etc. and all the common amenities which the TRANSFERORS are entitled to as members of the said society for a total consideration of **Rs.1,20,00,000/- (Rupees One Crore Twenty Lakhs only)** hereinafter referred to as **“THE FULL CONSIDERATION”**. The TRANSFEREES Mode of payment of such consideration will be by cheques or RTGS/NEFT subject to TDS, The transferors have agreed with the transferees as per the Indian Income Tax, Act, 1961 for Resident Indian the applicable rate is @1% the Transferees shall pay TDS as per the market value which is Rs.1,45,519/- (Rupees One lakhs Forty Five Thousand Five Hundred and Nineteen Only) to Income Tax. For more clarity the Transferrees has to pay Rs.1,18,54,481/- to the TRANSFERORS and Rs.1,45,519/- to Government as TDS & submit the TDS certificate to TRANSFERORS.
2. That the transferees shall be paying part payment of Rs. 38,54,481/- (Rupees Thirty eight Lakhs fifty four thousand four hundred and eighty one Only) and 1% Tds to Government Treasury as per Income Tax Act I.e On Market Value and will handover Tds Challan & Tds Certificate to the Transferors. The part payment are as below:
 - I. Before Execution hereof the Transferees has already paid to the Transferors the Sum of Rs. 38,54,481/- (Rupees Thirty eight Lakhs fifty four thousand four hundred and eighty one Only) as part payment and TDS of Rs.1,45,519/- (Rupees One Lakh Forty-Five Thousand Five Hundred and Nineteen Only).
3. That after considering part payment of Rs. 40,00,000/- (Rupees Forty Lakhs Only) including 1% TDS, the balance payable to the TRANSFERORS stands at Rs.80,00,000/- (Rupees Eighty Lakhs Only), for which the Transferees shall be obtaining a loan from bank/financial

Institution within 30 days after receipt of society NOC for which the Transferors shall extend all Co-operation and produce all document as demanded by the funding bank/financial institution.

4. The TRANSFERORS shall hand over original copies of all the prior title deeds/documents of the said Flat and the said shares, NOC from the said society and all other relevant documents and information as may be required by the TRANSFEREES.
5. Simultaneously against receiving of the balance and final consideration, the TRANSFERORS shall deliver the vacant and peaceful possession of the said Flat to the TRANSFEREES and thereafter the TRANSFEREES will be the absolute owners thereof and the TRANSFERORS shall have no right, title and interest therein.
6. The TRANSFERORS have represented to the TRANSFEREES that :
 - a) They are the absolute owners of the said Flat and subject to whatever stated in clause herein above, no other person has any interest therein;
 - b) Apart from whatever stated in clause herein above, there is no encumbrance on the said Flat and the said shares;
 - c) They have been in exclusive and peaceful possession and occupation of the said Flat since it is acquired by them;
 - d) On taking possession of the said Flat, the TRANSFEREES will be entitled to use and occupy the same without any claim or interruption from the TRANSFERORS or anybody claiming through or under them;
 - e) They have paid and shall continue to pay all dues of the said flat, if any, up to the date of possession and they will indemnify and keep indemnified the TRANSFEREES against any claim made for any period prior to the completion of the sale in respect of the said Flat;
 - f) No order of attachment against the said Flat is in existence up to date or any suit, decrees for proceedings in relation thereto are pending in any court or otherwise;

- g) The said Flat is not acquired by Municipal Authorities, Government or any Revenue Authorities and no notice of the acquisition is received by the TRANSFERORS under the provisions of land acquisition Act or otherwise;
 - h) Except whatever stated in clause herein above, they have not created any Mortgage, Charge, lien or negative lien or any encumbrances, liability of any nature whatsoever on the said Flat.
 - i) The said Flat is not affected by any LIS PENDENS or insolvency proceeding or any prohibitory orders in any manner whatsoever from anybody whatsoever including Department of Income-Tax, Sales-Tax, Central and/or State Excises, Customs or any other Taxation Department, Local Authorities or other Institutions, Banks, Courts and/or Tribunals restraining the TRANSFERORS from transferring, dealing with or disposing off the said Flat.
7. The TRANSFERORS hereby further agree and undertake to sign and execute all such other and further applications, documents, instruments, society transfer forms and/or any other writing or writings at the instance of the TRANSFEREES to give full effect to this AGREEMENT TO SALE and perfect the title of the TRANSFEREES to the said Flat. The costs, charges and expenses for such applications, documents, writings etc. shall be borne and paid by the TRANSFEREES only, so as to enable the TRANSFEREES to become the bonafide members of the said society. That this agreement shall be deemed to be a Sale Deed automatically on receipt of full payment by the TRANSFERORS.
8. The TRANSFERORS hereby agree to transfer the electricity deposit, sinking fund, any other deposit or any credit concerning the said Flat to the TRANSFEREES. Further TRANSFERORS grant to the TRANSFEREES all the rights to get the electric meter and gas meter together with security deposits transferred in their names, after completion of the sale.
9. The TRANSFERORS shall present themselves at the office of the Sub-Registrar of Assurances, Borivali office and admit execution of this Agreement.
10. The TRANSFEREES hereby undertake and agree:-
- To become members of the said Society in place of the TRANSFERORS in respect of the said flat and the said shares and hereby further agree to abide by all the bye-laws and rules and regulations adopted by it or which it may adopt from time to time;

- a) To pay to the said society regularly the dues payable, including periodical ground/lease rent, Municipal taxes, Water charges, Service charges etc., in respect of the said flat from the date of receipt of possession of the said flat from the TRANSFERORS and not to withhold the same for any reason whatsoever;
- b) To pay the stamp duty under the Bombay Stamp Act, 1958 and Registration Fees in respect of execution and registration of this AGREEMENT TO SALE.
- c) To Pay Society Dues till ___/___/202__.

11. The TRANSFEREES hereby say and declare that they have taken inspection of the said flat and have agreed to acquire the same and hereby say that they shall not make any grievance about anything whatsoever including the provision or non provision of any facilities therein.

12. It is hereby agreed between both the parties that the transfer fees, transfer premium etc., payable to the said Society for transfer of the said flat and the said shares from the names of the TRANSFERORS herein to the names of the TRANSFEREES shall be equally borne by both parties to this agreement.

13. All the amounts standing to the credit of the TRANSFERORS on the said flat in the books of the Society towards deposits such as Authorised Share Capital, Subscribed Share Capital, Security Deposits, Sinking Fund with interest, dividend on subscribed capital and other amounts to which the TRANSFERORS are legitimately authorised in respect of the said flat, shall be transferred to the TRANSFEREES on receipt of the full consideration mentioned hereinabove from the TRANSFEREES.

14. The TRANSFEREES shall not be called upon by the TRANSFERORS to make additional payment of any other sum of money other than that what have been expressly agreed upon between the parties by virtue of these presents.

15. Both the parties hereto state their Income Tax PAN as under :

TRANSFERORS

**MR.ARIF M FAQUIH
MRS.FARIDA ARIF FAQUIH**

**AALPF8046L
AALPF8045K**

TRANSFEREES

**MRS.POONAM SHARMA
MR.KSHITIJ SHARMA**

**MMAPS8190M
OUOPS7284A**

16. All disputes under this agreement are subject to the jurisdiction of court in Mumbai.

Schedule of Flat

Flat No. : 2106, Tower - C on the 21st Floor

Area : 54.45 sq.mtrs Carpet area

Name of Society : "Ananta C.H.S Ltd"

Address : Shrikrishna Nagar, Filmcity Road, Goregaon East-400065.

CTS No. CTS No. 827-D/1 Part)

Village :Malad East, Taluka -Borivali,MSD

Ward :P South- MCGM

Car Park :Two Car Park no. **25&26** on podium **E DECK** Level.

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

SIGNED AND DELIVERED by _____)
the within named TRANSFERORS, _____)
1) MR. ARIF M FAQUIH

&

2) MRS. FARIDA ARIF FAQUIH

in the presence of : _____)
_____)

SIGNED AND DELIVERED by _____)
the within named TRANSFEREES, _____)
1) MRS. POONAM SHARMA

&

2) MR. KSHITIJ SHARMA

In the presence of : _____)
_____)

RECEIPT

We, **MR.ARIF M FAQUIH AND MRS.FARIDA ARIF FAQUIH** hereby state that we have agreed to sell our flat bearing no.2106, C-Wing on the 21st floor of the building of Ananta Co-operative Housing Society Limited situated at CTS No. 827-D/1 Part) and along with Two car parking on _____ podium ___ Level. of Village Malad East, Off Filmcity Road, Goregaon(East), Mumbai- 400 063 to **MRS.POONAM SHARMA AND MR.KSHITIJ SHARMA** for a total consideration of **Rs. 1,20,00,000/- (Rupees One Crore Twenty Lakhs only)** and in consideration of the same we have received a part payment the following payment including 1% TDS:-

1)Rs._____/-(Rupees_____ Only) paid vide Chq/NEFT/RTGS no._____of _____Ltd of dated _____.____.2024.

2)Rs._____/-(Rupees_____ Only) paid vide Chq/NEFT/RTGS no._____of _____Ltd of dated _____.____.2024.

3)Rs._____/-(Rupees_____ Only) paid vide Chq/NEFT/RTGS no._____of _____Ltd of dated _____.____.2024.

4)Rs._____/-(Rupees_____ Only) paid vide Chq/NEFT/RTGS no._____of _____Ltd of dated _____.____.2024.

5)Rs._____/-(Rupees_____ Only) paid vide Chq/NEFT/RTGS no._____of _____Ltd of dated _____.____.2024.

We SAY RECEIVED Rs. 40,00,000/-

**MR.ARIF M FAQUIH
&
MRS.FARIDA ARIF FAQUIH**

Place :Mumbai

