

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Mumbai on this _____ day of _____, 2024

BETWEEN

MR. NAVEEN CHAUHAN, aged approx. 45 years, bearing PAN No. AIWPC 3786H, AADHAR No. 8151 3993 0721 &

MRS. SONAL SINGH, W/o : DR. NAVEEN CHAUHAN, Aged approx. : 41 years, bearing PAN No. : BPZPS 4586Q, AADHAR No. : 2617 7921 0622

Both adults, Indian inhabitants, having address at -

_____, hereinafter referred to as the “TRANSFERORS” (Which expression shall unless repugnant to the context or the meaning thereof be demand to mean and include his / her/ their legal heirs, executors, administrators, legal representatives, and permitted assigns) of the First Part;

AND

MRS. MONIKA SRIVASTAVA, W/o: MR. KUMAR GAURAV, aged approx. 37 years, bearing PAN No. : EGRPS 5676F, AADHAR NO. : 9552 4055 7506 &

MR. KUMAR GAURAV, S/o: SHRI. YOGENDRA KUMAR SRIVASTAVA, aged 39 years, PAN No. ASBPG 8913F, AADHAR No.: 2862 2959 3418

Both adults, Indian Inhabitants, having address at E – 03, Kumud Nagar, S.V. Road., Near Goregaon West Police Station, Motilal Nagar, Goregaon West, Mumbai - 400104, hereinafter referred to as the “TRANSFEREES” (which expression shall unless repugnant to the context or the meaning thereof be deemed to mean and include his/her/their legal heirs, executors, administrators, legal representatives, and permitted assigns) of the Second Part.

WHEREAS the transferors hereinabove is/are the owner's of and is/are absolutely seized and possessed of or otherwise well and sufficiently entitled to residential flat bearing **Flat No. 808, on 8th Floor, admeasuring Carpet Area of 432 sq.ft. (40.13 sq.mtrs) in Building 'A' of Raheja Residency - A Co - Op Housing Society Ltd., situated at Dindoshi, Gen. A.K. Vaidya Marg., Malad East, Mumbai - 400097,** on the land bearing Survey No. 239 (part), CTS No. : 827A/1A of Village Malad East, Taluka Borivali in the Registration Sub - District an District of Mumbai Suburban (hereinafter the brevity sake referred to as **"the SAID FLAT"**). The Said flat is alongwith 1 stilt car parking space bearing No. 0005 (hereinafter the said flat and parking collectively referred to as **"the SAID FLAT PREMISES"**)

AND WHEREAS by an Agreement Dated 12th day of November, 2012, executed between Ferani Developers (a division of Ferani Hotels Private Limited, a company governed under the Companies Act, 1956 and having its registered office at Construction House "B", Second Floor, 623, Linking Road, Opp. Khar Telephone Exchange, Khar West, Mumbai - 400 052), therein referred to as "Builders" of the First Part and MR. NUSLI NEVILLE WADIA, an Indian Citizen (in his sole capacity as the sole administrator, appointed by the Bombay High Court, of the estate and effects of the late Edujee Framroze Dinshaw) having his office at 412, Churchgate Chambers 5, Sir Vithaldas Thakerey Marg, Mumbai - 400 020, therein referred to as **"the Owner"** of the second part and MR. C.J. ANILKUMAR therein referred to as "The Purchaser" of the third part the aforesaid Agreement dated 12th day of November, 2012 is duly registered with the Sub - Registrar of Assurances Borivali - 1 vide Registration No. BRL1-30-2013 dated 01/01/2013

WHEREAS vide Agreement for Sale Dated 14th day of June, 2016, bearing Registration No. BRL1 - 5741-2016, MR. C.J. ANILKUMAR sold the said flat premises to the transferors herein that is MR. NAVEEN CHAUHAN & MRS. SONAL SINGH. The transferors herein had purchased the above said

flat/premises on ownership basis for the consideration and on the terms and conditions mentioned therein.

AND WHEREAS all the flat purchasers of “Building ‘A’ of Raheja Residency” have formed a Co – Op. Housing Society Ltd., in the name of **Raheja Residency - A Co – Op Housing Society Ltd.**, which is registered under the provisions of the Maharashtra Co – Op Societies Act having Registration no. **MUM/WP/HSG/TC/15594/2015-16/Year 2016 dated : 01/03/2016** (hereinafter referred to as “**the SAID SOCIETY**”). The Transferors is/are the bonafide member of the said Raheja Residency - A Co – Op Housing Society Ltd., and having right, title and interest and membership in respect of the said Flat/premises and the transferors are holding **Member’s Register No. / Share Certificate No. 060, holding 20 (Twenty) fully paid up shares of Rs. 50/- (Rupees Fifty Only) each bearing distinctive numbers from 1181 to 1200 (both inclusive)** (hereinafter referred to as “**the SAID SHARES**”) and thus the Transferors has clear and marketable title in respect of the said flat premises and thus the Transferors is/are sufficiently entitled to the said flat/premises and have absolute right and power to hold, occupy and deal with and dispose off the same to any party.

AND WHEREAS Transferors herein are the legal and lawful member of the said Society and also the legal and lawful owner/ holder of the said Shares 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/premises. Since the acquisition of ownership rights as set out herein above, the Transferors is/are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Flat/premises and the said Shares.

AND WHEERAS The Transferors has not done or omitted to do any act, deed or thing whereby his/her/their right to sell, transfer, convey and assign the said shares and the said flat are adversely affected and the Transferors hereby says and covenants with the Transferees herein that all the rights for selling,

transferring, conveying and assigning the said shares and the said flat/premises are subsisting solely with the Transferors herein.

AND WHEREAS The Transferors has agreed to transfer all his/her/their rights, title and interest in the said Flat/premises and 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 buy the right, title and interest of Transferors in the said flat/premises and the said shares on the terms and conditions hereinafter appearing.

AND WHEREAS The Transferors has given inspection of copies of all the documents mentioned herein to the Transferees and the Transferees also confirm having found the same in order. The Transferees have seen and inspected the said flat and is satisfied about the state and condition thereof on the based on the documents provided by the transferors. The Transferor has obtained the No Objection Certificate for the sale of the said flat / premises from the said society dated : _____

AND WHEREAS the transferors on this day has agreed to sell, assign and transfer unto the transferees herein, his entire right, title, interest and benefits in the said flat / premises along with the said shares of the said society and also all the deposit money, reserved funds including sinking funds, etc for lumpsum consideration of **Rs. 1,36,00,000/- (Rupees One Crore Thirty Six Lakhs Only) (hereinafter referred to as “the SAID SALE CONSIDERATION”)**

The Parties herein are desirous of recording their terms and conditions in writing mutually agreed by and between the parties as under :-.

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

1. The aforesaid recitals shall be treated as forming an integral part of the operative part of this Agreement for Sale.
2. The transferors has agreed to sell, assign and transfer the said flat being **Flat No. 808, on 8th Floor, admeasuring Carpet Area of 432 sq.ft. (40.13 sq.mtrs) in Building 'A' of Raheja Residency - A Co - Op Housing Society Ltd., situated at Dindoshi, Gen. A.K. Vaidya Marg., Malad East, Mumbai - 400097**, alongwith 1 stilt car parking space bearing No. 0005, on the land bearing Survey No. 239 (part), CTS No. : 827A/1A of Village Malad East, Taluka Borivali in the Registration Sub - District an District of Mumbai Suburban. The Transferors hereby agrees to transfer and assign and the Transferees hereby agree to acquire the said Shares and interest of the Transferor in the said Flat/premises along with all the deposits including sinking fund, reserve fund, repairs fund, corpus, security deposits etc. and all the common amenities which the Transferor is entitled to as member of the said society for a total consideration of **Rs. 1,36,00,000/- (Rupees One Crore Thirty Six Lakhs Only)**
3. As agreed above, in consideration of transfer of the entire the rights, title and interest in the said Flat and the said Shares, the Transferees have paid and agreed to pay to the Transferor the Sale Consideration in the following manner:-
 - a. The transferees have paid to the Transferor, a sum of Rs. 5,00,000/- (Rupees Five Lakh only) vide Cheque No.489695, Drawn on State Bank Of ,India, Mumbai, Dated : 04/10/2024, being the Token / part

payment towards the sale of the said share and said Flat/premises, the transferors hereby acknowledges the receipt of the same in a receipt enclosed herewith.

- b. The transferees herein agrees to pay the sum of Rs. 9,89,000/- (Rupees Nine Lakhs Eighty Nine Thousand Only), being the further part payment on or before execution of this Agreement for Sale.
- c. The Transferees will issue a TDS certificate in favour of the Transferor with respect to the sum of Rs. 1,36,000/- (Rupees One Lakh Thirty Six Thousand Only) to be deducted and deposited by them with Government Treasury towards TDS under section 194-IA of the Income Tax Act, 1961.
- d. The Transferees have represented to the Transferors that they will be availing home loan of the Amount of Rs. 1,19,75,000/- (Rupees One Crore Nineteen Lakhs Seventy Five Thousand Only) on the security of the said Flat from a Bank / Financial Institution. The Transferors undertakes to handover copies of all the prior original agreements / documents / papers, receipts, in Transferees possession in respect of the above said Flat as the same are required to be submitted to the Bank / Financial Institution for mortgage purpose before the loan amount of the Transferees are released to the Transferor. Since time is essence of this agreement, the Transferees will pay the balance amount Rs. 1,19,75,000/- (Rupees One Crore Nineteen Lakhs Seventy Five Thousand Only) to the Transferors on or before 31st day of October, 2024 ("Due Date") against receiving legal, lawful possession. In the event of failure on part of the Transferees to pay the full consideration on or before Due Date in spite of the Transferors fulfilling his/her/their obligations under this agreement, the Transferors will grant further time of 15 days to the Transferees for making payment of the full

consideration. In case of failure on the part of the Transferees to make payment of the full consideration on or before the expiry of the extended period of 15 days, this agreement will stand cancelled. In such an event of cancellation of agreement, the Transferees will return all the documents relating to the said flat to the Transferors and the Transferors simultaneously against the delivery of the said original document against execution and registration of Cancellation Deed with the Office of the Joint Sub Registrar, Borivali Division, will repay to the Transferees the amount received from the Transferees till that date after deducting a penalty of Rs. 1,00,000/- (Rupees One Lakh Only). The expenses incurred in this regard will be entirely borne by the Transferees. Further in such an event no contractual liabilities will arise on the Transferor on the basis of this agreement and the Transferor will be free to dispose of the said flat to any person(s) without recourse to the Transferees.

- e. Simultaneously against receiving of the balance and final consideration, the Transferor shall deliver the legal, lawful, vacant and peaceful possession of the said Flat/premises and all Original documents relating to the same to the Transferees as mentioned in the above mentioned clause and thereafter the Transferees will be the absolute Owner thereof and neither the Transferors or any person claiming through them shall have no surviving right, title and interest therein.

4. The Transferors has represented to the Transferees that :

- a. Transferors is/are the absolute Owner of the said Flat/premises and no other person(s) has / have any interest therein;
- b. There is no encumbrance on the said Flat/premises and the said Shares;

- c. Transferors has been in exclusive and peaceful possession and occupation of the said Flat/premises since it was acquired by them;
- d. Transferors have paid and shall continue to pay all dues of the said Flat/premises, if any, up to the date of handing over the physical possession of the said Flat/premises to the Transferees;
- e. Transferors is/are competent and entitled to sell and transfer the said Flat/premises to the Transferees as provided hereunder without having to obtain the consent or concurrence of any other person or persons except obtaining requisite NOC from the said Society;
- f. At present Transferors has not mortgaged, assigned or alienated Transferor's rights, title and or interest in the said Flat/premises in favour of any person(s) and has not lodged the said flat/premises as collateral security & has not done or performed any act, deed, matter or thing whatsoever whereby Transferors may be prevented from entering into this Agreement for Sale or whereby the Transferees hereto may be obstructed, prevented or hindered in enjoying the rights to be conferred, transferred and assigned in Transferee's favour or whereby the quiet and peaceful enjoyment or possession of the Transferees in respect of the said flat/premises may be disturbed and in the event of it being found that the Transferors was not entitled to enter into this Agreement for Sale and transfer and if the Transferor's rights sought or purported to be transferred hereby are disputed in any manner and the Transferees are not able to enjoy quiet and peaceful possession of the said flat due to any such reason, the Transferors will be liable to compensate, indemnify, and/or reimburse the Transferees of the loss

or damage which they said Transferees may suffer or sustain in this behalf.

- g. The said Flat/premises and the said Shares hereby agreed to be sold by the Transferors are free from any and all encumbrances and the Transferors has the full and absolute right and power to transfer the said Flat/premises and the said Shares along with all rights connected therewith to the Transferees & no other person or persons are entitled to transfer the same or any part thereof in any manner whatsoever. The Transferors hereby agrees and undertake to remove all such objections or demand if any, as and when found out at Transferor's own cost. The Transferors hereby further declares that Transferors has not been prevented or restrained under any law from transferring the said Flat/premises.
- h. There are no pending disputes in respect of the said flat/premises and that there are no unpaid liabilities under any tax laws including any incidence of stamp duty, registration, etc., so far as the said flat/premises is concerned and undertakes to indemnify the Transferees from any liability which may arise and which relates to the period prior to the date of execution of this Agreement for Sale.
- i. Transferor expressly declares that here is no Income Tax Notice nor have other Public Authorities issued any order restraining the sale of the said Flat/premises and there is no attachment or other prohibitory order issued by any Competent Court or Authority preventing or restraining the Transferors from dealing with, disposing off, or sale of the said Flat/premises or any part thereof as contemplated hereunder and the Transferors hereby undertakes to clear the same at Transferor's entire cost and expenses at a date in future too pertaining to the said Flat/premises.

- j. Transferors has paid all the dues of the said society for the period up-to-date and nothing is due and payable and/or is still out-standing and unpaid for the period to the date of completion of sale, and Transferors shall deemed to be liable and responsible for the same.
- k. Transferors has paid and will pay the electricity charges in respect of the said Flat/premises up to the date of handing over possession of the said Flat/premises to the Transferees.
- l. Transferors has paid and will pay all other dues for any utility installed in the said flat such as cable charges, telephone charges, internet charges etc. excluding refundable deposits if any upto handing over possession of the said flat to the Transferees.
- m. As aforesaid Transferors are aware that there are no circumstances or obligations, preventing Transferors from the transfer, sale and assignment of the said Flat/premises and Transferors is free to transfer the same and the Transferees can acquire the same from Transferors;
- n. The Transferors are aware that the Transferees have agreed to enter into this Agreement and pay monies becoming due hereunder relying upon correctness of the statements herein, the Transferors repeats and confirms the same and reiterates that none of the representations herein are false or incorrect. The Transferors shall keep the Transferees fully indemnified if any liability arises in future due to Transferor's misstatement of facts.

5. The Transferor hereby undertakes and agrees:-

- a. To obtain a requisite No Objection Certificate from the said Society for transfer of the said Flat/premises and the said Shares in favour of the Transferees;
- b. To give vacant & peaceful possession of the said flat /premises with all the rights, title and interest, pertaining to the said flat/premises to the Transferees on receipt of the full Sale Consideration as mentioned herein above from the Transferees;
- c. To co-operate with the said Transferees in signing any documents, papers, letters, deeds, and documents etc., for the purpose of getting the said flat and the said shares fully transferred in the names of the said Transferees against receipt of full consideration from the Transferees;
- d. To sign the necessary Transfer forms for transferring the said Flat/ premises and the said shares in the names of the Transferees in the records of the said Society, on receipt of the full consideration from the Transferees;
- e. To co-operate and assist the Transferees in the matter of execution of this Agreement for Sale and also attending the office of the Sub-Registrar whenever the Transferees desire / intend to register this Agreement for Sale;
- f. To co-operate and assist the Transferees in getting the electricity meter, transferred in the names of the Transferees on receipt of the full consideration from the Transferees.

6. The Transferees hereby undertake and agree:-

- a. To become member of the said Society in place of the Transferors in respect of the said Flat/ premises 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;
- b. 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/premises from the date of receipt of possession of the said Flat/premises from the Transferors & not to withhold the same for any reason whatsoever;
- c. To pay the stamp duty under the Bombay Stamp Act, 1958 and Registration Fees in respect of execution and registration of this Agreement for Sale.

7. 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 name of the Transferor herein to the names of the Transferees shall be borne by the Transferor and Transferees equally.

8. All the amounts standing to the credit of the Transferor on the said Flat/premises in the books of the Society towards deposits such as Subscribed Share Capital, Security Deposits, Sinking Fund with interest, dividend on subscribed capital and other amounts to which the Transferors is legitimately authorised in respect of the said flat,

shall be transferred to the Transferees on receipt of the full Sale Consideration by the Transferors and handing over possession of the said flat by the Transferors to the transferees.

9. This agreement shall be deemed to be Sale Deed or Deed of Transfer upon payment of the full Sale Consideration by the Transferees and handing over vacant and peaceful, actual and physical possession of the said Flat by the Transferors. 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.
10. It is further agreed between the parties hereto that courts in Mumbai only shall have jurisdiction in case of dispute(s) amongst the parties hereto.

Schedule of Flat

ALL THAT RESIDENTIAL FLAT PREMISES BEARING Flat No. 808, on 8th Floor, admeasuring Carpet Area of 432 sq.ft. (40.13 sq.mtrs) in Building 'A' of Raheja Residency - A Co - Op Housing Society Ltd., situated at Dindoshi, Gen. A.K. Vaidya Marg., Malad East, Mumbai - 400097, alongwith 1 stilt car parking space bearing No. 0005, on the land bearing Survey No. 239 (part), CTS No. : 827A/1A of Village Malad East, Taluka Borivali in the Registration Sub - District an District of Mumbai Suburban.

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
DR. NAVEEN CHAUHAN

MRS. SONAL SINGH

SIGNED AND DELIVERED by)
the within named TRANSFEREES)
MRS. MONIKA SRIVASTAVA

MR. KUMAR GAURAV

IN the presence of :

WITNESSES

- 1.
- 2.

