

AGREEMENT TO SALE

This Agreement ("**Agreement**") To Sale is made at Mumbai on this ___th day of August, Two Thousand and Twenty-Four between **1)MR. RAJ KUMAR BEHERA**, Male, Age 52, Having Aadhar No. 364945248222, Pan Card No. ACZPB2201K. Indian Inhabitants, residing at Flat No.13, B Wing, Zapurza, Sahitya Sahawas Chs, Madhusudhan Kalekar Marg, Near Sahakari Bhandar, Kalanagar, Mumba- 400051, **2)MRS. KHILONA RAJ BEHERA**, Female, Age 52, Having Aadhar No. 977240059748, Pan Card No. AEPPD9165G, Indian Inhabitants, residing at A-601, Tata Comunication Staff Quarters, Bandra Kurla Complex, Opp. Income Tax Office, Bandra East, Mumbai – 400051. hereinafter referred to as "**THE SELLERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their successors in interest and title) of the **One Part**

AND

1)MR. ANMOL LAXMAN SWARNAKAR, Male, Age 27, Having Aadhar No. 346857808577, Pan Card No. IMNPS1796A. **2)MISS. ANAMIKA LAXMAN SWARNAKAR**, Female, Age 22, Having Aadhar No. 370591213364, Pan Card No. NAKPS5860R, Adults, Indian Inhabitants, all residing 404, B Wing, P 2, Nirabai Sankul Chs, Phoolpada Road, Virar East - 401303, Maharashtra, India hereinafter referred to as "**THE PURCHASERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors and administrators) of the **Second Part**.

The Sellers and the Purchasers is collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS the Sellers is registered member of **DSK MADHUBAN (WING "A" & "B") CO-OP. HSG SOC LTD.**, a Society registered with Dy. Registrar of Co-Operative Societies Act, 1960, under Registration No. MUM-2/W-L/HSG/(T.C)/10133/2011-2012-YERS-2011 (hereinafter referred to as the '**SAID SOCIETY**') and by virtue of being the member of the said society they have been holding **Flat No. 206, 2nd Floor, B1 Wing, DSK Madhuban Co Operative HSG Soc Ltd., Mehra Indl. Estate, Kurla Andheri Road,**

Andheri East, Mumbai – 400072. admeasuring 793 sq. ft. Carpet area (88.44 sq. mtr. Built-up area) inclusive of internal passages and balconies, and Small Size Covered Car Park No.60 in B1 on lower Ground Floor admeasuring about 8.36 sq. mtrs. (90 sq. ft.) approx. for one car (“**Premises**”) and Share Certificate No.127, Member’s Regn. No.127, No. of Shares. 10, Fully paid up ten shares of **Rs.50** each bearing Disincentive Nos. 1451 to 1460 more particularly described in the Schedule hereunder written (hereinafter referred to as (“**THE SAID FLAT**”) on what is known as Ownership Basis.

WHEREAS

- A. WHEREAS The said Flat was initially purchased by **1)MR. RAJ KUMAR BEHERA & 2)MRS. KHILONA RAJ BEHERA** Jointly from the D. S. KULKARNI DEVELOPERS LIMITED., by an Articles of Agreement dated on 17/09/2009 vide Doc No. BDR-3-08867-2009 with the Sub Registrar of Assurance, Kurla-1 and duly registered. for the consideration mentioned therein and on the terms, conditions and covenants stated therein.
 - B. All the Allottees of flat in the said Building forqmed a co-operative society under the name and style in DSK Madhuban Co Operative HSG Soc Ltd., registered under the provisions of Maharashtra Co-operative Societies Act, 1960 bearing registration No. MUM-2/W-L/HSG/(T.C)/10133/2011-2012-YERS-2011 (“**the said Society**”).
 - C. At the request of the Sellers, the said society admitted the Sellers as their members and transferred 127 (10) shares of Rs. 50/- each bearing distinctive nos. 1451 to 1460 (both inclusive) having certificate no. 127 (“**the said shares**”) in the name of the Seller.
 - D. Pursuant to the negotiations between the Parties herein, the Sellers intends to sell to the Purchasers and the Purchasers intends to acquire
-

from the Sellers the said Premises at and for the consideration and on the terms and conditions hereinafter contained.

- E. The Parties are desirous of entering into this Agreement To Sale to record the terms and conditions agreed between them: -

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Sellers hereby agrees to sell, transfer and assign to the Purchasers and the Purchasers hereby agrees to purchase and acquire from the Sellers **Flat No. 206, 2nd Floor, B1 Wing, DSK Madhuban Co Operative HSG Soc Ltd., Mehra Indl. Estate, Kurla Andheri Road, Andheri East, Mumbai – 400072.** admeasuring 793 sq. ft. Carpet area (88.44 sq. mtr. Built-up area) inclusive of internal passages and balconies, and Small Size Covered Car Park No.60 in B1 on lower Ground Floor admeasuring about 8.36 sq. mtrs. (90 sq. ft.) approx. for one car (**"The said Flat"**) situate at land bearing CTS No. 662/3, Village, Mohili, Kurla and more particularly described in the Schedule hereunder written TOGETHER WITH the benefit in all amounts, deposits and other moneys including sinking fund, etc. in the books and records of the said Society in respect of the said Shares and the said Flat at or for the total consideration of **Rs. 1,78,00,000/- (Rupees One Crore Seventy-Eight Lakhs only)** to be payable by the Purchasers to the Sellers in the manner hereinafter recorded and, on the terms, and conditions more particularly recorded herein.

 2. The Purchasers shall pay to the Sellers the aforesaid total consideration in the following manner:
 - (a) A sum of **Rs.16,22,000/- (Rupees Sixteen Lakh Twenty Two Thousand Only)** paid by the Purchasers in favour of Sellers as and advance amount prior to execution of these presents (The receipt is admitted and acknowledged by the Seller herein);
-

- (b) TDS of **Rs.1,78,000/- [Rupees One Lakh Seventy-Eight Thousand only]** to be deducted and Challan/Certificate for same will be furnished by the Purchasers to the Sellers on or before completion of transaction on or before registration of this agreement.
- (c) **Rs.1,60,00,000/- (Rupees One Crore Sixty Lakh Only)** hereinafter referred to as the “**Balance Purchase Consideration Amount**”, directly by Housing Loan Facility through by _____ or any other Bank or any other financial institution, shall be paid within ____ days from the date of registration of Agreement.
3. The Sellers shall obtain a no objection certificate from the said Society for sale and transfer of the Premises by the Sellers in favour of the Purchasers.
4. Prior to the execution hereof, the Purchasers are fully and thoroughly examined the title and other documents pertaining to the said Premises and have thoroughly investigated the title of the Sellers thereto.
5. The Sellers hereby agree and confirm that they shall not have any right, title, interest or claim in the said Premises or any part thereof after the Balance Purchase Consideration Amount has been paid by the Purchasers to the Sellers as contemplated herein.
6. **The Seller hereby represents as follows:**
- (a) The Sellers are the joint and absolute owners of the said Premises and have the right, full power and absolute authority to transfer the same and all rights incidental thereto.
- (b) The electricity charges, maintenance, Sinking Fund contribution, municipal taxes including water charges, property tax, rates and cuss and all outgoings, as may be applicable, and other charges
-

payable in respect of the said Premises have been paid up to date to the Society and other local authorities and the Sellers.

- (c) There is no mortgage, lien, charge, right or any other encumbrances or impediments on the said Premises or any part thereof.
 - (d) There are neither suits nor any proceedings nor any lis-pendens or other notice or any attachment either before or after judgement pending in respect of the said Premises or any part thereof whereby the rights of the Seller in the said Premises are in any way affected or jeopardized.
7. The Parties hereto agree, declare and confirm that they shall complete the transaction contemplated under this Agreement within a period of ____ days from the date of registration of the Agreement, time being the essence of this Agreement.
8. The proposed transfer shall be completed in the following manner:
- (i) The Purchasers shall pay to the Sellers the Balance Purchase Consideration Amount as stated under Clause 2 (c) above by way of demand drafts / Pay order / Cheques within a period of _____ days from the date of registration of the Agreement.
 - (ii) Simultaneously upon receipt of the Balance Purchase Consideration Amount as stated under clause 2 (c) above: -
 - (a) the Sellers shall hand over to the Purchasers quiet, vacant and peaceful possession of the said Flat;
 - (b) the Sellers shall hand over to the Purchasers all the original title documents in respect of the said Premises within ____ days from the date of receipt of the Balance Purchase Consideration Amount; and the Sellers and the Purchasers
-

shall cooperate with each other by signing and executing all other incidental documents such as society forms, letter of possession, etc. as deemed necessary and as may be applicable under the present laws, for affecting the sale.

9. In the event the transaction contemplated herein is not completed within the timeline stipulated in Clause 7 above due to default on the part of the Purchasers, then the Sellers shall address a 7 (seven) days' notice ("**Cure Period**") in writing to the Purchasers to cure such default and complete the transaction, failing which this Agreement shall automatically stand terminated on the expiry of such Cure Period. Upon such termination, the earnest money paid by the Purchasers shall be refunded in full. The Purchasers shall not have any claims against the Sellers including but not limited to stamp duty, registration charges, other retained amounts as agreed under other ancillary agreements with respect to the subject matter hereof, and any other incidental charges as already paid by the Purchasers under this Agreement and, shall cease to have any rights or entitlements under this Agreement and/or against the Sellers and the Sellers shall be entitled to sell or dispose of the said Premises to any third party. It is explicitly agreed that the Purchasers shall never be entitled to claim specific performance of this Agreement.
 10. The Society transfer fees/charges with respect to transfer of the said Premises shall be borne by the Sellers and the Purchasers in equal proportion and all other payments to be paid to the said Society in respect of the transfer of the said Premises shall be paid by the Purchasers alone.
 11. Stamp duty, Registration charges payable on the documents to be executed and registered in connection with the transaction regarding the said Premises under the Agreement shall be borne and paid by the Purchasers alone.
-

12. Each Party shall bear and pay the professional fees of their respective legal advisors.
13. This Agreement shall be governed by the laws of India and the courts of Mumbai shall have exclusive jurisdiction in this regard.
14. Income Tax PAN numbers of the Parties hereto are as under:

Transferor :	Pan No.
MR. RAJ KUMAR BEHERA	ACZPB2201K
MRS. KHILONA RAJ BEHERA	AEPPD9165G
Transferees:	Pan No.
MR. ANMOL LAXMAN SWARNAKAR	IMNPS1796A
MISS. ANAMIKA LAXMAN SWARNAKAR	NAKPS5860R

THE SCHEDULE ABOVE REFERRED TO

All those 10 (Ten) shares of Rs. 50/- each bearing distinctive nos. 1451 to 1460 dated 24th December, 2014, held under Share Certificate No.127 of DSK MADHUBAN (WING "A" & "B") CO-OP. HSG SOC LTD., together with all the rights, title and interest appurtenant thereto, including without limitation, the right to hold, use and occupy **Flat No. 206** admeasuring approximately 793 sq. ft., Carpet area (88.44 sq.mtr. Built-up area) inclusive of internal passages & balconies and small size covered car park no. 60 n B1 on lower Ground floor admeasuring about 8.36 sq. mtrs. (90 sq. ft.) approx. for one car, situate at land bearing CTS No. 662/3, Village, Mohili, Kurla together with the benefits in all amounts and deposits lying in the records of the society including inter alia deposits, sinking funds, etc. in respect of the abovementioned shares and flat.

IN WITNESS WHEREOF, the Parties hereto have hereunto and to a duplicate hereof set and subscribed their respective hands on the day month and year first hereinabove written.

Signed and Delivered by the)
Within named '**SELLER**')
1. MR. RAJ KUMAR BEHERA)

2. MRS. KHILONA RAJ BEHERA)
In the presence of ...)
1.)
2.)

Signed and Delivered by the)
Within named '**PURCHASERS**')
1. MR. ANMOL LAXMAN SWARNAKAR)

2. MISS. ANAMIKA LAXMAN SWARNAKAR)

In the presence of ...
1.
2.

RECEIPT

Received of and from the within named Purchasers an amount of **Rs. Rs.16,22,000/- (Rupees Sixteen Lakh Twenty Two Thousand Only)**, by Cash/Cheque/RTGS being the Part consideration Amount out of total sale Consideration as per this Agreement To Sale on the following manner:

Sr. No.	Cheque/RTGS/NEFT	Date	Drawn on	Amount in Rs.
1.				
2.				
3.				
4.				
	Rupees Sixteen Lakh Twenty Two Thousand Only			Rs.16,22,000

I SAY RECEIVED

1.MR. RAJ KUMAR BEHERA

2.MRS. KHILONA RAJ BEHERA
(Sellers)

Witnesses:

1. _____

2. _____
