

Draft without prejudice
AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“**this Agreement**”) is made and entered into at Mumbai on this day of October in the year Two Thousand and Twenty Four;

BETWEEN

MR. UTKARSH SANTAOSH SARDA Mumbai Indian Inhabitant residing at 103-104, Shivalaya Tower, Thakur Complex, 90th Feet Road, Kandivali (East) Mumbai – 400 101 hereinafter referred to as the “**Transferor**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the One Part:

AND

1) MS. POOJA GOURISHANKAR AGARWAL, Indian Inhabitant of Mumbai residing at A/3, Radha Sadan CHSL, Vinayak Naga Road, Bhyandar (West), Thane 401101, **2) DINESH RADHESHYAM LOHIA** **3) MRS. SAROJ RADHESHYAM LOHIA** **AND 4) MR. RADHESHYAM SITARAM LOHIA**, all Indian Inhabitants of Mumbai residing at Room No. 4, Sazeria Chawl No.2, Chincoli Phalak Road, Opp. Neel Kamal Building, Govind Nagar, Malad (West), Mumbai 400 064 hereinafter collectively referred to as the “**Transferees**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors and administrators and assigns) of the Other Part;

The Transferor and the Transferees are hereinafter collectively referred to as “**Parties**” and individually as “**Party**”.

WHEREAS:

1. By and under virtue of Deed of Transfer dated 1st July 2013 (“**Deed of Transfer**”) made between Mr. Anup V. Maskara and Mrs. Reena A. Maskara therein referred to as the Transferors of the One Part and Transferor herein is therein referred to as the Transferee of the Other Part

and registered with the office of the Sub Registrar of Assurances at Mumbai under serial no. BRL- 6/4657 /2013, the Transferors therein sold and transferred to the Transferor, Flat No. G- 807 admeasuring 945 square feet super built up or thereabouts ("**said Flat**") on the 8th floor in the building known as "Sonmarg Co-operative Housing Society" situated at Opp. Bajaj Hall, S. V. Road, Malad (West), Mumbai 400 064 constructed on the property situated, lying and being at Revenue Village Chinchavali Malad, Taluka Borivali within the Registration District and Sub District of Mumbai City and Mumbai Suburban bearing CTS no. 22, 22A, 22A 1 and 19 part together with stilt car parking space bearing no. 6 in Wing D ("**said Car parking space**") and 5 fully paid up shares of Rs. 50/- each bearing distinctive Nos. 311 to 315 comprised in Share Certificate No. 63 dated 15th September 2001 (for short "**the said shares**") issued by Sonmarg Co-operative Housing Society" (for short "**the said Society**") which is registered under the provisions of Maharashtra Co. Operative Societies Act under Registration No. MUM/W-P/HSG/TC/10945/2000-2001 and more particularly described in the Schedule hereunder written (the said membership rights, shares and the said Flat together with together with the said car parking spaces and incidental rights, benefits and appurtenances thereto are hereinafter for brevity's sake collectively referred to as "**the said premises**") at or for the consideration and on the terms and conditions set out therein;

2. The Transferor herein paid the entire consideration and various other charges, deposits, etc. as mentioned in the said Deed of Transfer payable to the Transferors therein and the Transferors therein have handed over possession of the said Flat to Transferor herein.
3. On necessary applications being made, the said Society transferred the share certificate in the name of the Transferor herein consisting of the said Shares and admitted/enrolled the Transferor herein as its member and shareholder.

4. In view of the above, the Transferor is the registered member of the said Society and as such holds the said shares and as incidental thereto, is in exclusive and absolute use, occupation and possession of the said flat as owner thereof.
 5. By virtue of the aforesaid facts and documents the Transferor herein is absolutely seized and possessed of and well and sufficiently entitled to the said Flat, the said shares and all the benefits attached thereto and his title thereto is free from all encumbrances, claims and demands including claims by way of transfer, assignment, sale, mortgage, license, gift, tenancy, possession, exchange or otherwise and has full right absolute authority and are entitled to deal with, dispose of, transfer and assign, the said Shares and all the rights and benefits attached thereto including the right to use, occupy and possess the said Flat in the manner they deems fit and proper.
 6. The Transferor has borne, paid and discharged all the outgoing, charges, taxes etc. to the said Society and also the Concerned Authorities payable in respect of the said Premises upto October 2024.
- h) Pursuant to mutual negotiations ensued by and between the parties hereto, the Transferor has agreed to sell, transfer, assign and assure unto and in favour of the Transferees and the Transferees have agreed to acquire and purchase from the Transferor all his right, title and interest in the said Premises, free from all encumbrances, claims and demands, at or for a total consideration of **Rs.1,85,00,000/- (Rupees One Crore Eighty Five Lakhs Only)**, subject however, to the statutory deductions including TDS as may be applicable and on the terms and conditions as mutually agreed upon between them;
- i) The Transferees have made a part payment of **Rs.18,00,000/- (Rupees Eighteen Lakhs Only)** vide Cheque No. 003747 and 001994 dated 13/09/2024_ and 12/10/224 respectively in favour of the Transferor, being part payment towards the total consideration Amount and have agreed to make the balance payment in the manner as stipulated herein below and in

- view thereof the Transferees have requested the Transferor to execute this agreement in respect of the said premises in their favour.
- j) Since the Transferees being desirous of obtaining Finance/Housing Loan from the Financial Institution/Bank so as to pay the said balance consideration, the Transferees have applied for Housing Financial/Loan from Bank on offering the said premises and these presents as security in favour of the Bank.
 - l) Simultaneously upon execution of these presents, the Transferor has handed over the Original Title Deeds and documents, bills, vouchers, etc. in respect of the said Premises to the Transferees so as to enable them to offer the Title Deeds along with these presents as security to the said Bank/Financial Institution against the loan sanctioned;
 - m) The Transferees have agreed to acquire the said shares along with all the benefits attached thereto including the said premises described in the Schedule hereunder written.
 - n) The Parties hereto are now desirous of recording the completion of the transaction in respect of the said Premises, by executing these presents, as hereinafter appearing;

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

1. The parties herein agree and declare that the recitals as incorporated hereinabove shall form the integral part of operative part of this Agreement.
2. In pursuance of these presents and in consideration of sum of **Rs.1,85,00,000/- (Rupees One Crore Eighty Five Lakhs Only)** (hereinafter referred to as the "**Consideration Amount**") subject to the statutory deductions including TDS as may be applicable, being the entire amount of the Consideration Amount payable by the Transferees to the Transferor in the manner as stipulated in the clause (3) herein below, the Transferor do hereby agreed to sell, transfer, convey, assign and grant unto

and to the Transferees and Transferees hereby agreed to purchase and acquire from the Transferor all his ownership as well as beneficial right, title and interest in a premise being Flat No. G- 807 admeasuring 945 square feet super built up or thereabouts (“**said Flat**”) on the 8th floor in the building known as “Sonmarg Co-operative Housing Society” situated at Opp. Bajaj Hall, S. V. Road, Malad (West), Mumbai 400 064 constructed on the property situated, lying and being at Revenue Village Chinchavali Malad, Taluka Borivali within the Registration District and Sub District of Mumbai City and Mumbai Suburban bearing CTS no. 22, 22A, 22A 1 and 19 part along with stilt car parking space bearing no. 6 in Wing D (“**said Car parking space**”) alongwith 5 fully paid up shares of Rs. 50/- each bearing distinctive Nos. 311 to 315 comprised in Share Certificate No. 63 dated 15th September 2001 (for short “**the said shares**”) issued by Sonmarg Co-operative Housing Society Limited (for short “**the said Society**”) which is registered under the provisions of Maharashtra Co. Operative Societies Act under Registration No.MUM/W-P/HSG/TC/10945/2000-2001 and more particularly described in the Schedule hereunder written (the said membership rights, shares and the said Flat together with together with the said car parking spaces and incidental rights, benefits and appurtenances thereto are hereinafter for brevity’s sake collectively referred to as “**the said premises**”) TOGETHER WITH all rights, title, interests, benefits and privileges whatsoever of the Transferor in the said Premises TO HAVE AND TO HOLD all and singular the said Premises and all his right, title and interest incidental thereto hereby assigned and transferred or expressed so as to be with their appurtenances unto and to the use of the Transferees forever and absolutely SUBJECT HOWEVER to the payment by the Transferees of all rates, taxes ,charges and outgoings and other charges now or hereafter payable in relation thereto to the said Society and/or the Concerned Authorities.

3. The Transferees have agreed to pay to the Transferor the entire Consideration Amount of **Rs.1,85,00,000/- (Rupees One Crore Eighty Five Lakhs Only)** in the following manner:-

- a) Rs.10,00,000/- (Rupees Ten Lakhs Only) paid on or before execution of these present as Earnest Money (the payment and receipt whereof the Transferor doth hereby admit and acknowledge and acquit, release and discharge the Transferees from the payment and receipt thereof and every part thereof);
- b) Rs. 8,00,000/- (Rupees Eight Lakhs Only) has been paid on or before execution of these present (the payment and receipt whereof the Transferor doth hereby admit and acknowledge and acquit, release and discharge the Transferees from the payment and receipt thereof and every part thereof);
- c) Rs.1,67,00,000/- (Rupees One Crore Sixty Seven Lakhs Only) being balance consideration shall be paid within 2 months from the date of execution and registration of these presents by availing home loan on the security of the Said Flat from a Bank / Financial Institution.

4. After realization of receipt of an amount of the full and final payment of consideration of the said premises, the Transferor shall put the Transferees in actual, physical, legal, vacant and peaceful possession of the said premises, to the Transferees, free from all the encumbrances charges, equity, etc.
5. The Transferor after realization of receipt of full and final amount of consideration shall have no claim, right, title, interest, demand or charge of whatsoever nature in or upon the said premises through himself or through his predecessors in title. The Transferees hereafter shall do all the needful in respect of the said premises to secure their title to the said premises and the Transferor shall keep the Transferees indemnified from all the liabilities and / or claim against the said premises.

6. The transfer fees of the society shall be borne by the Transferor and the Transferees in equal proportions. The Transferor shall also hand over previous agreement, allotment letter, last maintenance charges receipt, last electricity bill and other records amounting to the title of the premises, for the purpose of their record.
7. The Transferees hereby agree that, on becoming the members of the said society, the Transferees shall abide by all the bye - laws, rules and regulations adopted by the society.
8. The Transferor hereby state, declare and confirm that, the Transferees shall be entitled to get transferred the Electricity Meter installed in the said premises to their name and if required, the Transferor shall give his fullest co-operation in that regard.
9. The Transferees, after taking possession of the said premises, shall be entitled to have hold on the occupation and use of the said premises as the same is fit for occupation and the Transferees can hold the same for unto and to the use and benefit for themselves, their heirs, executors, successors forever without any claim charges interest demand or lien of the Transferor or any person on them behalf or who may claim through them or in trust for them, subject only on the part of the Transferor to pay the taxes, assessments, charges, duties or calls made by the Society, Municipal Corporation, Government or any local authority or corporation or co-operative society in respect of the said premises.
10. The Transferor hereby declare that, the said premises shall be made free from all encumbrances and liabilities arising in future pertaining to the period upto the date of possession and shall be cleared off by them i. e. all the liabilities towards Municipal Taxes, Electricity Bills, Society's Maintenance and other charges, etc. upto date of possession will be cleared by Transferor. The Transferees declare that they will clear off all the liabilities towards Municipal Taxes, Electricity Bills, Society's

Maintenance and other charges, etc. due against the said premises, after taking the possession of the said premises.

11. The Transferor further declare that, they have full right and absolute authority to enter into this agreement and that they have not done or performed or caused to be done or suffered by act, deed, matter and thing whatsoever whereby the said premises is encumbered in any way or they may be prevented from entering into this agreement or transferring the said premises as purported to be done hereby or whereby and / or hindered in enjoying the rights, title to be conferred or transferred hereby in their favour whereby the quiet and peaceful possession or enjoyment of the Transferees in respect of the said premises may be disturbed. In the event contrary being found, the Transferor shall indemnify and keep indemnified the Transferees from any loss caused to the Transferees because of the defect in title.
12. The Transferor shall obtain the necessary No Objection Certificate (NOC) from the said Society to effectuate the legal perfect transfer of the said premises and Transferor has confirmed the above transfer of the premises and the said shares in respect of the said premises in favour of the Transferees herein
13. It is mutually agreed by and between the parties that the aforesaid consideration includes the cost of the said shares and benefits annexed to the said premises and various deposits paid by the Transferor to the said society.
14. The Transferor hereby agree, assure and declare that there is no suit or litigation pending in any court of law in respect of the said premises.
15. The Transferees are bound to get the said premises legally transferred in their own name / favour after observing all the necessary procedures and get all the deed, documents, application etc. executed. The Transferor

hereby undertakes to render his fullest co-operation to the Transferees for legal, full, perfect and effectual transfer of the said premises in favour of the Transferees and further undertakes not to charges any extra consideration and / or charges etc. for the same.

16. The Transferor hereby agree to sign all necessary, papers, documents, deeds and swear affidavits and declaration as and when necessary for effective transfer of the said premises in favour of the Transferees.
17. The Transferor shall indemnify and keep indemnified to the Transferees for any further debits, which shall accrue upon the said premises on account of pending litigations or unforeseen liabilities which are unaccounted till the date of handing over possession of the said premises to the Transferees.
18. The charges of stamp duty, registration fees, and the charges of this agreements, application, deeds, legal charges, etc, shall be borne and paid by Transferees alone.
19. This Agreement shall always be subject to the provisions of the Maharashtra Ownership of Flat Act, 1963 and the Rules made thereunder.

IN WITNESS WHEREOF, the Parties hereto have hereunto set and subscribed their respective hands into the day and year first herein above written.

THE SCHEDULE ABOVE REFERRED TO

Flat No. G- 807 admeasuring 945 square feet super built up or thereabouts (“**said Flat**”) on the 8th floor in the building known as “Sonmarg Co-operative Housing Society” situated at Opp. Bajaj Hall, S. V. Road, Malad (West), Mumbai 400 064 constructed on the property situated, lying sand being at Revenue Village ChinchavaliMalad, Taluka Borivali within the Registration District and Sub District of Mumbai City and Mumbai Suburban bearing CTS no. 22, 22A, 22A 1 and 19 part along with stilt car parking space bearing no. 6 in Wing D and 5 fully paid up shares of Rs. 50/- each bearing distinctive Nos.311 to 315 comprised in

Share Certificate No. 63 issued by Sonmarg Co. Operative Housing Society Limited consists of Stilt+ 8 upper floor with lift facilities constructed in the year 1998.

1. Year of Construction : 1998
2. Area of Flats : 945 sq. ft super built up
3. No. of Floor of Building : Stilt Plus 8 upper floors
4. Lift : 1 Lift
5. C.T.S. Nos. : 22, 22A, 22A 1 and 19 part
Revenue Village Chinchavali Malad,
Taluka Borivali
6. Address of Flat : G- 807, 8th floor,
Sonmarg Co-operative Housing
Society
Opp. Bajaj Hall, S. V. Road, Malad
(West), Mumbai 400 064

SIGNED AND DELIVERED)

By the within named "**TRANSFEROR**")

UTKARSH SANTOSH SARDA)

in the presence of.....)

1.

2.

SIGNED AND DELIVERED)

By the withinnamed "**TRANSFEREES**")

)

1) MS. POOJA GOURISHANKAR AGARWAL)

2) **DINESH RADHESHYAM LOHIA**)

3) **MRS. SAROJ RADHESHYAM LOHIA**)

4) **MR. RADHESHYAM SITARAM LOHIA**)

in the presence of.....)

1.

2.

बृहन्मुंबई महानगरपालिका
BRIHANMUMBAI MAHANAGARPALIKA

ISSUED

NO. CHL/5678/MP (WS) /AP

18 DEC 1997

TO: Shri N.N. Majithia C.A. to
Dr. P.V. Mandlik Trust.

Sub: Permission to occupy the completed bldg. of
(Stilt + 7 upp. fl.) on plot bearing C.T.S. No. 22A/1 to 9 of village Chincholi, S.V. Rd., Malad.

Ref: Your letter No. 9586/97/RG/P-74(T) dtd. 8.8.1997

Sir,

The part development work of bldg. of 'G' wing (Stilt + 7 up floors) on plot bearing C.T.S. No. 22A/1 to 9 situated at village Chincholi, S.V. Road, Malad (W), completed under supervision of Lic. Surveyor Shri R.G. Kapadia, having Licence No. CA/78/4792 and Shri R.N. Mahimtura, Lic. Struct. Engineer, having Licence No. STR/M/163, may be occupied on the following conditions :-

- 1) That the certificate u/s 270A of B.M.C. Act shall be obtained from A.E.W.N.P. South and a certified copy of the same shall be submitted to this office.
- 2) That all the remaining terms and conditions of the approved layout sub-division/amalgamation shall be complied with.
- 3) That all the remaining intimations of Disapproval objections including B.C.C. refusal conditions and notes should be duly completed.
- 4) That all the remaining work should be completed within one year hereof.
- 5) That the water supply for premises for which occupation is granted shall be restricted to 50% of normal requirements and no complaint for short supply of water shall be entertained in future.
- 6) That the Co-Op. Hsg. Society shall be formed & registered within three months from the date of issue hereof, or before B.C.C. whichever is earlier.
- 7) That no nuisance will be caused to residents for ongoing construction work of other wings.
- 8) That all the requirements of Pest Control Officer regarding Mosquito Prevention shall be fulfilled before applying for water connection.

A set of certified completion plan is returned herewith

ISSUED

Yours faithfully,

18 DEC 1997

Executive Engineer Bldg. Prop. (WS) P&R

SMB/16.12.

Copy to: -1. Arch. - Shri R.G. Kapadia 2. E.E.V.
3. A.E.W.N.P./S 4. A.A. & C.P./S 5. A.N.S.R. III
6. N.O.P./S

18-12
A.P.O/C

[Handwritten signatures and initials]
S.E.P.D. (A.E.P.P.)

Ex. Eng. Bldg. Prop. (WS) P&R

Certified True Copy

[Handwritten signature]
SE BP P&R (WS) A.E.P.P. & R (WS)

बृहन्मुंबई महानगरपालिका
BRIHANMUMBAI MAHANAGARPALIKA

ISSUE

NO. CHL/5678/BP(WG)/AP

18 DEC 1947

TO: Shri H.N. Majithia C.A. to
Dr. P.V. Mandlik Trust.

Sub: Permission to occupy the completed bldg. of
(Stilt + 7 upp. fl.) on plot bearing G.T.S.No. 22A/1 to 9 of village Chincholi, S.V. Rd., Malad.
Ref: Your letter No. 9586/97/RG/P-74(T) dtd. 9.8.1947

Sir,

The part development work of bldg. of 'G' wing (stilt + 7 up floors) on plot bearing G.T.S.No. 22A, 22A/1 to 9 situated at village Chincholi, S.V. Road, Malad(W), completed under supervision of Lic. Surveyor Shri H.G. Kapadia, having Licence No. CA/70/4792 and Shri R.N. Mahimtura, Lic. Struct. Engineer, having Licence No. STR/M/63, may be occupied on the following conditions:-

- 1) That the certificate u/s 270A of B.M.C. Act shall be obtained from A.E.W.W.P./South and a certified copy of the same shall be submitted to this office.
- 2) That all the remaining terms and conditions of the approved 1st sub-division/amalgamation shall be complied with.
- 3) That all the remaining Intimation of Disapproval objections including B.C.C. refusal conditions and notes should be duly complied with.
- 4) That all the remaining work should be completed within one year hereof.
- 5) That the water supply for premises for which occupation is granted shall be restricted to 50% of normal requirements and no complaint for short supply of water shall be entertained in future.
- 6) That the Co-Op. Hsg. Society shall be formed & registered within the time specified in the conditions of the above mentioned