

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Mumbai this ____ day of **NOVEMBER, 2024** between **(1) MR. SUNIL BHALCHANDRA LONDHE**, Age 61 Years, having **PAN No. AACPL1742N** and **AADHAR NO. 7206 2665 0430**, and **(2) MRS. SUJATA SUNIL LONDHE**, Age 59 Years, having **PAN No. ABXPL5858P** and **AADHAR NO. 5453 7421 4961**, both of Mumbai Indian Inhabitants, residing at A-101/102, Bhagwali Apartments, Dr. Charat Sing Colony Road, Andheri (East), Mumbai - 400093, hereinafter collectively referred to as **“THE TRANSFERORS”**, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns) of the First Part AND **(1) MR. SUDHIR MADHAO MAIDEO**, Age 71 Years, having **PAN No. AAEPM8436A** and **AADHAR NO. 5205 1391 2911**, of Mumbai Indian Inhabitant, residing at 103, Vasant Kunj, 163 E Dr. Babasaheb Ambedkar Road, Dadar-East, Mumbai 400014, and **(2) MRS. ANURADHA CHARUDATT MULYE**, Age 40 Years, having **PAN No. AUPEM1684Q** and **AADHAR NO. 8365 4230 5279**, of Mumbai Indian Inhabitants, residing at 202, SBI Kanchan Mrig CHS, Jeevan Vikas Kendra, Andheri – East, Mumbai 400069, hereinafter both are 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, administrators and assigns) of the Other Part.

WHEREAS:

1. SBI Employees' Kanchan Mrig Co-operative Housing Society Limited was formed and was registered under No. BOM/HSG/2543 of 1970, hereinafter referred to as **‘THE SAID SOCIETY’**. By an Indenture dated 29th September 1972 entered into between SMT. TARABAI TULSIDAS BHATIA as the “Vendor” therein, SHRI GANESH BALARAM VARTAK as the “Confirming

Party” therein and STATE BANK OF INDIA EMPLOYEES’ KANCHAN MRIG CO-OPERATIVE HOUSING SOCIETY LIMITED as the “Purchasers” therein, the Vendors sold, conveyed, transferred and assured to the society all that piece and parcel of land situate, lying and being at S. No. 41 Hissa No. 3 (part) admeasuring 1320 Sq. Yards equivalent to 1104 Sq. Meters of Village Vile Parle, Taluka Andheri with the Registration Sub-District of Andheri, District Mumbai Suburban, within Greater Mumbai, hereinafter be referred to as the “**Said Property**” and more particularly described in Schedule hereunder written.

2. By a Development Agreement dated 11.04.2014 made and entered into between STATE BANK OF INDIA EMPLOYEES’ KANCHAN MRIG CO-OPERATIVE HOUSING SOCIETY LIMITED as the “Society” therein and M/s. R.R. Constructions as the “Developers” therein, the Society therein granted development rights in respect of the Said Property to the Developers therein on the terms and conditions and for the consideration mentioned therein. The said Development Agreement dated 11.04.2014 is duly registered with the office of Sub-Registrar of Assurances vide Serial No. BDR-9/2776/2014 dated 11.04.2014.
3. Pursuant to the said Development Agreement, the Society had also executed a Power of Attorney in favour of the Developers for development of the Said Property. The Said Property of Power of Attorney is duly registered under Serial No. BDR-9/2776/2014 dated 11.04.2014.
4. The Said Developers completed the redevelopment of the Property belonging to the Said Society and that Municipal Corporation of Greater Mumbai issued occupation Certificate dated 1st of January, 2018 in respect of the new building of the SBI Employees’ Kanchan Mrig Co-operative Housing Society Limited.

5. Subsequent to this, the Developers, M/s. R.R. Constructions vide Articles of Agreement 08th June, 2018 registered under no. BDR18-6155-2018 sold Flat No. 502 on the 5th floor of the Budling known as “Kanchan Mrig” owned by SBI Employees’ Kanchan Mrig Co-operative Housing Society Limited. The Transferors herein had paid all the amounts as per the abovementioned Articles of Agreement dated 08th June, 2018 to the Developers. The Developers offered possession of the abovementioned flat to the Transferors and Subsequently the Said Society enrolled and accepted the Transferors as joint Members of the Said Society.
6. As Members, **(1) MR. SUNIL BHALCHANDRA LONDHE, and (2) MRS. SUJATA SUNIL LONDHE** were allotted 10 (ten) fully paid up shares of the said Society of the face value of Rs.50/- each bearing No. 301 to 310 (both inclusive) under Share Certificate No. 31, hereinafter referred to as **“THE SAID SHARES”** and were also allotted Ownership Flat No. 502 admeasuring 652 Square feet carpet area i.e. 782.40 Square feet built up area i.e 72.71 Square meters built up area on the 5th floor of the building Owned by SBI Employees’ Kanchan Mrig Co-operative Housing Society Limited standing on the property bearing C.T.S. No. 225A of Village Vile Parle situate, lying and being at Jeevan Vikas Kendra Marg, near Sadanand Danait Hospital, Andheri (E), Mumbai – 400069 together with Car Parking Space No. 22, hereinafter referred to as **“THE SAID FLAT”**. The Said Shares and the Said Flat are hereinafter collectively referred to as **“THE SAID PREMISES”**.
7. Now, the Transferors are desirous of selling the Said Premises. Pursuant to negotiations between the Transferors and the Transferees, the Transferors have agreed to sell, transfer and assign to the Transferees the said Premises at or for the lump sum consideration or purchase price of Rs. 2,20,00,000/- (Rupees Two Crore and Twenty Lakhs Only) and on certain terms and conditions agreed between them.

8. The parties hereto are desirous of recording the terms and conditions agreed between them in writing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY

AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. The Transferors have declared and represented to the Transferees-
 - a. That the Transferors are the joint owners of the said Premises and they have the right to possess, occupy and use the said Flat and the said Shares. The said Premises stand in name of the Transferors in the records and registers of the said Society.
 - b. That the said Flat, the said Shares and the said Premises are free from any mortgage, lien, charge or encumbrances or attachments or judgment or other debts or claims whatsoever;
 - c. That the said Flat, the said Shares and the said Premises are free from any litigation or enquiry and no dispute relating to the same or any of them are pending in any Court or before any authority;
 - d. That the Transferors have good right, full power and absolute authority to sell and transfer the said Premises and also have good, right, full power and absolute authority to put the Transferees in possession of the said Flat and there is no impediment or restraint against the Transferors from doing so or being able to do so;
 - e. That all the outgoings and contributions and demands made in respect of the said Flat and the said Premises have been paid by the Transferors upto date and nothing is in arrears or unpaid;
 - f. That the Transferors have not created any lease or tenancy or sub-tenancy save and except executed a Leave and License Agreement dated 19th September, 2024, registered on 20th September, 2024 by the Transferors in favour of the Transferees, in respect of the said Flat by which the Transferees are occupying the Said Flat but the juridical

- possession of the said flat continues to be with the Transferors only and that at the completion of sale the Transferors will handover possession to the Transferees;
- g. That no one has or have or otherwise claimed or is entitled or has or have any right to claim either the said Premises or the said Flat or any interest of whatsoever nature to or in the same;
- h. That prior to entering into this Agreement the Transferors have not concluded any negotiations and/or entered into any Memorandum or understanding or contract or agreement with anyone, whomsoever, for sale and/or transfer of the said Flat or the said Shares or the said Premises or to create any interest of any other nature whatsoever therein and/or accepted any token money or earnest money or deposit or other like sum from any one in respect thereof.
2. The Transferors hereby agree to sell, transfer and assign unto the Transferees and relying upon the said several representations and declarations made by the Transferors, the Transferees hereby agree to purchase and acquire from the Transferors the said Premises viz., 10 (ten) fully paid up shares of the said Society of the face value of Rs.50/- each bearing No. 301 to 310 (both inclusive) under Share Certificate No. 31, hereinafter referred to as "**THE SAID SHARES**" and Ownership Flat No. 502 admeasuring 652 Square feet carpet area i.e. 782.40 Square feet built up area i.e. 72.71 Square meters built up area on the 5th floor of the building Owned by SBI Employees' Kanchar Marg Co-operative Housing Society Limited standing on the property bearing C.T.S. No. 225A of Village Vile Parle situate, lying and being at Jeevan Vikas Kendra Marg, near Sadanand Danait Hospital, Andheri (E), Mumbai – 400069 together with Car Parking Space No. 22, hereinafter referred to as "**THE SAID FLAT**" and more particularly described in the Schedule hereunder written and all the right title and interest of the Transferors in the capital and property of the said Society including

the deposits of the Transferors with the said Society TOGETHER ALSO WITH all and singular the Transferor's privileges, easements, profits, advantages, appurtenances whatsoever to the said Flat and the said Premises at or for the lump sum consideration or purchase price of Rs. 2,20,00,000/- (Rupees Two Crore and Twenty Lakhs Only) and on the terms and conditions hereinafter appearing.

3. The lump sum consideration or purchase price of Rs. 2,20,00,000/- (Rupees Two Crore and Twenty Lakhs Only) shall be paid by the Transferees to the Transferors on specific request of the Transferors as follows-

- i. Rs. 67,80,000/- (Rupees Sixty Seven lakhs and Eighty Thousand Only) has been paid to the Transferors by the Transferees as or by way of advance at or immediately before the execution of this Agreement (the payment and receipt whereof the Transferors do hereby admit and acknowledge);
- ii. Rs. 1,50,00,000/- (Rupees One Crore and Fifty Lakhs Only) will be paid to the Transferors being the balance purchase price on or before by availing loan facility from ICICI Bank, simultaneously with the completion of sale of the said Premises against the Transferors executing all documents and putting the Transferees in quiet, vacant and peaceful possession of the said Flat and handing over the Original Share Certificate and other title deeds, the Society's hereinafter referred letter dated _____ and other documents papers and writings of or relating to the said Premises. The Transferees have applied for loan facility from ICICI Bank, Home loan Division and the said ICICI Bank has issued primary sanction by Letter dated October 24, 2024, which is annexed as Annexure "A" to this Agreement for Sale.
- iii. The Transferees shall deposit the sum of Rs. 2,20,000/- (Rupees Two Lakhs and Twenty Thousand Only) on behalf of the Transferors being the

Tax Deducted at Source (TDS) under Section 194-IA of the Income Tax Act, 1961. The TDS certificate in Form 16B would be furnished by the Transferees to the Transferors on or before completion of Sale.

4. The Transferors have applied to SBI Employees' Kanchan Mrig Co-operative Housing Society Limited and the Said Society has by its letter dated _____ given its permission and No Objection for the for the sale, transfer and assignment of the said Premises by the Transferors to the Transferees.

5. The Transferors shall make out a clear and marketable title to the said Premises free from all encumbrances, claims, demands and reasonable doubts and shall at their own cost and expenses before the completion of sale get in all outstanding estates and clear all encumbrances, defects and claims including those by way of sale, exchange, mortgage, gift, trust, lease, tenancy, lien, possession or otherwise howsoever.

6. The sale of the said Premises shall be completed on or before Upon expiry of the said period either of the parties shall be at liberty to make the time for completion of the sale of the said Premises of the essence of contract by giving to the other party 15 (fifteen) days prior notice in writing to that effect.

7. At the time of Completion of Sale of the said Premises the Transferors shall execute and cause all other persons who may be interested in the said Premises to execute in favour of the Transferees a proper Transfer Deed in respect of the said premises and a Deed of Conveyance and such other assurances, deeds and documents and writings as the Transferees may require for properly vesting the said Premises in the Transferees.

8. Simultaneously with the completion of sale of the said Premises and the payment of the balance purchase price by the Transferees to the Transferors the

Transferors shall sign and execute in favour of and deliver to the Transferees the Electricity Meter Transfer Form and Mahanagar Gas transfer form.

9. Simultaneously with the completion of sale, payment of balance purchase price and execution of the aforesaid Deeds and Documents the Transferors shall put the Transferees in possession of the said Flat by delivering actual vacant possession thereof to the Transferees.

10. Simultaneously with the completion of sale the Transferors shall also deliver to the Transferees the Original Share Certificate, Agreements and all other title and other deeds, documents, papers and writings of or relating to the said Premises and the said Flat.

11. The Transferors, who have represented to the Transferees that they are in actual occupation, possession and use of the said Flat hereby agree and undertake to the Transferees that they will not hereafter give on lease or sub-lease or let out or sub-let or give on leave and license or any other basis or create any other rights whatsoever in or part with the possession of the said Flat or any portion thereof in favour of or to anyone whomsoever.

12. The Transferors, who have represented to the Transferees that the said Flat and the said Premises are free from any mortgage, lien, charge or any other encumbrances or attachment whatsoever shall not hereafter create any mortgage, lien, charge or any other encumbrances whatsoever on the said Flat or the said Premises or permit or allow the said Flat or the said Premises to be attached.

13. All the outgoings in respect of the said Flat and the said Premises for the period upto the date of completion of the sale shall be borne and paid by the Transferors. All outgoings for the period after the date of completion of the sale shall be borne and paid by the Transferees. The Transferors declare that the electricity charges for the period upto which they have received the Bills from the

Tata Power Limited all other outgoings in respect of the said Flat have been paid upto date and nothing is in arrears or unpaid.

14. The Transferors shall get the said Premises transferred from name of the Transferors to the name of the Transferees in the relevant records and registers of SBI Employees' Kanchan Mrig Co-operative Housing Society Limited. All the transfer charges and fees incidental to this transfer will be paid by the Transferees.

15. The Transferors agree to do all such further acts and execute all such further writings as may be necessary at the costs of the Transferees to give effect to the provisions of this Agreement and effect the sale and transfer of the said Premises from the Transferors to the Transferees and for vesting all the said Premises unto the Transferees.

16. All the out of pocket costs, charges and expenses of and incidental to sale and transfer of the said Premises including stamp duty and registration charges, if any, shall be borne and paid by the Transferees.

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

THE SCHEDULE ABOVE REFERRED TO

Ownership Flat No. 502 admeasuring 652 Square feet carpet area i.e. 782.40 Square feet built up area i.e 72.71 Square meters built up area on the 5th floor of the building Owned by SBI Employees' Kanchan Mrig Co-operative Housing Society Limited standing on the property bearing C.T.S. No. 225A of Village Vile Parle situate, lying and being at Jeevan Vikas Kendra Marg, near Sadanand Danait Hospital, Andheri (E), Mumbai – 400069 together with Car Parking Space No.22.

SIGNED AND DELIVERED by the)

Withinnamed "**TRANSFERORS**")

(1) MR. SUNIL BHALCHANDRA LONDHE)

(2) MRS. SUJATA SUNIL LONDHE)

in the presence of.)

1.

2.

SIGNED AND DELIVERED by the)

withinnamed "**TRANSFEREES**")

(1) MR. SUDHIR MADHAO MAIDEO)

)

(2) MRS. ANURADHA CHARUDATT MULYE)

in the presence of)

1.)

2.)

RECEIPT

SR NO	PAYMENT MADE BY	DATE	PAYMENT MADE TO	CHEQUE / UTR NO.	DRAWN ON	AMOUNT
1						
2						

Rs. _____/-

WITNESSES

WE SAY RECEIVED

1.

(1) MR. SUNIL BHALCHANDRA LONDHE

(2) MRS. SUJATA SUNIL LONDHE

=====
DATED THIS ____ DAY OF NOVEMBER 2024
=====

MR. SUNIL BHALCHANDRA LONDHE

AND ANOTHER

...TRANSFERORS

AND

MR. SUDHIR MADHAO MAIDEO

AND ANOTHER

...TRANSFEREES

AGREEMENT FOR SALE