

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Mumbai, this day of **December 2024** BETWEEN **(1) MR.HARPAL SINGH**, age years, and **(2) MRS.MANJIT KAUR**, age years, Indian Inhabitant residing at Central Building No.3,3rd Floor, Bomanji Road ,Kalbadevi, Mumbai – 400 002., hereinafter called "THE TRANSFERORS" (which expression shall unless repugnant to the context or meaning thereof mean and include their heirs, executors, administrators and assigns) of the ONE PART

AND

MR.SHARAD UTTAMAN , age **41** years, Indian Inhabitant currently residing at B-301,Suprabhat CHSL, Village Road, Opp. Ushanagar Bhandup (West), Mumbai – 400 078.,Hereinafter called "THE TRANSFEREE" (which expression shall unless repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) of the OTHER PART:

WHEREAS by Agreement for Sale dated 31st October 2012, registered in the office of the Sub-Registrar of assurances at Kurla under Sr. No. KRL-2/7664/2012, for the consideration and on the terms and condition contained therein, **(1) MR.HARPAL SINGH**, and **(2) MRS.MANJIT KAUR**, the Purchasers therein and TRANSFERORS herein, purchased the residential premises from the **M/S. HINDUSTAN STEEL PROCESSORS**, the Promoters therein, the Residential premises bearing **Flat No.1301**, admeasuring 414 Sq.Feet. Carpet or thereabouts, located on the **13th Floor**, in **B- Wing**, building known as **LORDS**, situated at Steel Processors Compound, Village Road, Bhandup (West), Mumbai - 400 078., more particularly described in the Schedule hereunder written. (Hereinafter for the sake of brevity referred to as "the Said Flat")

AND WHEREAS incidental to the holding of the said Flat, the said **(1) MR.HARPAL SINGH,** and **(2) MRS.MANJIT KAUR,** was entitled for membership rights of the **“LORDS Co-operative Housing Society Ltd.”**, registered under the Co-operative Societies Act, under Registration No. **(MUM/S.R.A./H.S.G./(T.C.)/11440/2008 dated 24/01/2008** and holding TEN fully paid up shares of Rs. 50 each bearing distinctive Nos. 2271 to 2280 (both inclusive) incorporated in the Share Certificate Serial No. 228 and Members Registration No.228 of the said Society.

AND WHEREAS in conformity with the above said Agreements the TRANSFERORS are the owners of the said Flat.

AND WHEREAS under the circumstances stated herein above, as on today the TRANSFERORS are the owners of the said **Flat No.1301,** admeasuring 414 Sq. Ft. Carpet or thereabouts, located on the **13th Floor,** in **B- Wing,** building known as **“LORDS Co-operative Housing Society Ltd.”**, situated at Steel Processors Compound, Village Road, Bhandup (West), Mumbai - 400 078, along with One Car parking Space no. 210 and more particularly described in the schedule hereunder written and enjoying the membership rights of the said proposed society, free from all encumbrances.

AND WHEREAS on coming to know the intention of the TRANSFERORS regarding sale and transfer their share of the said Flat, the TRANSFEREE approached the TRANSFERORS and negotiated for sale and transfer of the said Flat together with the shares of the proposed society in their favour and the TRANSFERORS made following representations to the TRANSFEREE in respect of the said Flat. i.e.

- a. There are no suits, litigation, civil or criminal or any other proceedings pending as against the TRANSFERORS in respect of the said Flat.
- b. There are no attachments or prohibitory orders against the said Flat and the said Flat is not subject matter of any lis-pendency or attachments either before or after judgments.
- c. The TRANSFERORS has not received any notice either from Income Tax authorities or any other statutory body or authorities regarding the acquisition or requisition of the said Flat.
- d. The said TRANSFERORS has not created any right title, interest, mortgage, charge or encumbrance whatsoever in respect of the said Flat whether by way of Sale, exchange, gift, trust, tenancy, possession, inheritance, lien or any other way in favour of any person, entity or Authority.
- e. Except TRANSFERORS, no other person or authorities have got right, title or interest of whatsoever nature against the said Flat.
- f. The TRANSFERORS has not been adjudicated insolvent nor they have committed any act of insolvency nor is there any order of any Court or Authority restraining there or creating any inability from entering in to this agreement.

Relying upon the aforesaid representations made by the TRANSFERORS, the TRANSFEREE agreed to purchase the said Flat on ownership basis and incidental thereto transfer of the membership rights of the proposed society for the consideration of **Rs. 96,50,000/- (Rupees Ninety Six Lakh Fifty Thousand Only).**, including the TDS amount and on the terms and conditions appearing hereinafter

deduction on account of TDS @ 1% of the consideration value as above needs to be paid by the TRANSFEREE and the challan and certificate of the said payment is to be provided to the TRANSFERORS before possession is granted to the TRANSFEREE.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO As follows-

1. The recitals contained herein shall form the integral part of this Agreement as if the same are set out and incorporated herein.

2. The TRANSFERORS hereby agrees to sell, transfer and convey their shares to the TRANSFEREE of the said Flat; Incidental to the said assignment, the TRANSFERORS further agrees to transfer to the TRANSFEREE their share, right, title and interest in the said Flat their right, title and interest in the said Residential Premises, **Flat No.1301**, admeasuring 414 Sq.Feet. Carpet or thereabouts, located on the **13th Floor**, in **B- Wing**, building known as "**LORDS Co-operative Housing Society Ltd.**", situated at Steel Processors Compound, Village Road, Bhandup (West), Mumbai - 400 078., along with One Car parking Space no. 210 and more particularly described in the Schedule hereunder written together with all profits, advantages, rights and appurtenances whatsoever attached with the said Flat for the total consideration of **Rs. 96,50,000/- (Rupees Ninety Six Lakh Fifty Thousand Only)**., The said amount of the consideration shall be paid by the TRANSFEREE to the TRANSFERORS in the following manner that is to say,

(a) **Rs.34,03,500 /- (Rupees Thirty Four Lakh Three Thousand and Five Hundred only)**.,paid as a token amount and/or earnest money

on or before the execution hereof. (The payment and receipt whereof the TRANSFERORS doth hereby admits and acknowledges).

AND

(b) **Rs. 96,500/- (Rupees Ninety Six Thousand Five Hundred only).**, being the amount to be deducted by the TRANSFEREE towards TDS as applicable by law @ 1 % on the total consideration amount. The TRANSFEREE shall deposit the same in the competent Bank and produce TDS certificate to the TRANSFERORS.

(c) **Rs. 61,50,000/- (Rupees Sixty One Lakh Fifty Thousand Only).**, The balance consideration shall be paid by the TRANSFEREE by obtaining a loan from a Bank/Financial Institution within 30 days from the date of registration of this agreement and at the time of taking possession of the said Flat. If the TRANSFEREE fails to pay the balance amount by the due date as mentioned in the clauses above, this Agreement shall become null and void and will be terminated/cancelled. In such an event, an amount of Rs. 4,00,000/- shall be forfeited from the part payment and refund the balance amount to the TRANSFEREE, and the TRANSFEROR shall retain ownership of the said premises as before.

(The time being the essence of this Contract)

Nothing contained in these presents shall be considered as a transfer, assignment, demise, sale or conveyance of the right, title and interest in the said Flat premises in favour of the TRANSFEREE, till the balance consideration is paid by the TRANSFEREE to the TRANSFERORS in full and final satisfaction as agreed herein.

(The details of the payment are more specifically mentioned in the Receipt clause appearing at bottom.)

3. The TRANSFERORS declares that they are the owners of the said Flat, quietly without any claim or obstruction from any other persons. The TRANSFERORS further declares they has have good right, full power and absolute authority to convey, transfer and assure their share of the said Flat hereby agreed to be transferred, conveyed and assigned to the TRANSFEREE as aforesaid and they has not done, committed or omitted any act, deed, matter or thing whereby the ownership, possession or occupation and enjoyment of the said Flat may be rendered void or voidable.

4. On execution hereof, the TRANSFERORS shall hand over to the TRANSFEREE the original title documents in their custody, in respect of the said Flat. The TRANSFERORS undertakes to give full co-operation and produce the relevant title documents in their custody, as and when required for sanction of loan to the TRANSFEREE.

5. At present the said Flat is in the possession of the TRANSFERORS. On receiving full consideration as agreed herein, the TRANSFERORS shall without reserving any right, handover possession of the said Flat to the TRANSFEREE. It shall be lawful for the TRANSFEREE from time to time and at all times hereinafter peacefully and quietly to hold, enter upon, have occupy possess, enjoy the said Flat hereby granted with its appurtenances and receive the rents, issues and profits thereof to and for their own use and benefit without any suit, lawful, eviction, interruption, claim and demand whatsoever from or by the TRANSFERORS or any person or persons lawfully or equitably claiming or to claim by, from under or in trust from the TRANSFERORS.

6. All taxes, electricity charges, maintenance charges, and other outgoings in respect of the said Flat shall be paid by the TRANSFEREE from the date of taking possession. Until 30th November 2024, the TRANSFERORS shall be responsible for paying all taxes, electricity charges, maintenance charges, and other outgoings to the respective authorities. After this date, the TRANSFEREE shall have responsibility for paying all such taxes, electricity charges, maintenance charges, and other outgoings to the respective authorities.

7. The TRANSFEREE shall abide themselves by the rules and regulations of the proposed society and pay the taxes and all other outgoing in respect of the said Flat from the date of possession of the Said Flat, as and when the same become any due for payment and keep the TRANSFERORS indemnified in respect thereof till the time the TRANSFEREE are admitted as the member of the proposed society in respect of the said Flat.

8. The TRANSFERORS and the TRANSFEREE will execute necessary documents at the time of Agreement, for giving proper effect to what is agreed herein and to transfer the said shares and the said Flat in the name of the TRANSFEREE in the books of the proposed society and other appropriate authorities.

9. Electricity/Water meters/Mahanagar Gas deposits, Sinking Fund and all the amount standing to the credit of the TRANSFERORS in the books of the proposed society in relation to the said Flat shall be transferred in the name of the TRANSFEREE on payment of full consideration as agreed and the TRANSFERORS shall sign and execute the necessary forms, application, documents for transferring the said

MSEDC meter and Mahanagar Gas meter in respect of the said Flat in the name of the TRANSFEREE.

10. The TRANSFERORS hereby undertake and declare that any nomination or will in regard to the said Flat and the said shares, made by the TRANSFERORS, if any, shall hereafter be deemed to be inoperative, cancelled, revoked, withdrawn and shall become null and void.

11. The Stamp Duty and Registration charges of this Agreement shall be borne and paid by the TRANSFEREE only. The TRANSFERORS and the TRANSFEREE undertake to comply with all the formalities required for completing the registration of this Agreement in respect of the said Flat in the record of the Sub-Registrar of assurances.

12. The TRANSFERORS shall from time to time and at all reasonable times do and execute or cause to be done and executed all such acts, deeds and things as shall be reasonably required for more perfectly transferring the right, title and interest of the TRANSFERORS in the said Flat to the TRANSFEREE, but subject to the payment of full consideration as agreed herein.

13. The premium / Transfer fee or proposed society Formation charges of the said Flat will be borne and paid by the TRANSFEREE.

14. TRANSFEREE hereby agree to acquire the said Flat with the clear understanding that all the terms and conditions mentioned in the said Agreements, shall be binding on the TRANSFEREE.

15. In the event of any dispute pertaining to any matter relating to the transaction or any matter arising out of the interpretation of this Agreement shall be referred to two arbitrators one each to be appointed by both the parties hereto and thus, disputes and differences shall be resolved in accordance with the provisions of Arbitration & Conciliation Act, 1996.

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

- SCHEDULE ABOVE REFERRED TO-

THE RESIDENTIAL PREMISES bearing, **Flat No.1301**, admeasuring 414 Sq.Feet. Carpet or thereabouts, located on the **13th Floor**, in **B- Wing**, building known as "**LORDS Co-operative Housing Society Ltd.**", situated at Steel Processors Compound, Village Road, Bhandup (West), Mumbai - 400 078., along with One Car parking Space no. 210. Standing on Plot of land bearing standing on C.T.S. No. 381B, 383A, 383B, Village Bhandup, Taluka Kurla, District Mumbai Suburban within the limits of " **S** " ward of Municipal Corporation of Greater Mumbai.

SIGNED SEALED AND DELIVERED

By the within named TRANSFERORS

(1) MR.HARPAL SINGH,

PAN NO. ATZPS3238C

(2) MRS.MANJIT KAUR,

PAN NO. AZPPK4586K

In the presence of

1.

2.

SIGNED SEALED AND DELIVERED

By the within named TRANSFEREE

MR.SHARAD UTTAMAN,

PAN NO. ABNPU2321G

In the presence of

1.

2.

RECEIPT

RECEIVED of and from the withinnamed TRANSFEREE **MR.SHARAD UTTAMAN**, the sum of **Rs.34,03,500 /-** (**Rupees Thirty Four Lakh Three Thousand and Five Hundred only**)within expressed under clause No. 2 (a) herein above towards part consideration towards the token amount **Flat No.1301**, admeasuring 414 Sq.Feet. Carpet or thereabouts, located on the **13th Floor**, in **B-Wing**, building known as **“LORDS Co-operative Housing Society Ltd.”**, situated at Steel Processors Compound, Village Road, Bhandup (West), Mumbai - 400 078., along with One Car parking Space no. 210 as under,

NEFT/Cheque No.	Date	Bank	Amount
NB26150235284004291081	26-11-24	HDFC	1,000/-
NB26185326943006171837	26-11-24	HDFC	49,000/-
Total			34,03,500/-

WE SAY RECEIVED

(1) MR.HARPAL SINGH,

(2) MRS.MANJIT KAUR,

T R A N S F E R O R S

Witnesses.

1.

2.