

## AGREEMENT FOR SALE

THIS AGREEMENT OF SALE is made and entered into at Mumbai, on this 27<sup>th</sup> day of December, 2024,

### BETWEEN

**MR. KALPAK RAMESH SANKLECHA**, aged about 38 years, having Aadhar Card No. 3581 6348 4516, an adult, Indian Inhabitant of Mumbai, presently residing at Flat No. 9, Nirmala Niketan, Maratha Colony Road, Opp. Dominos Pizza, Dahisar (East), Mumbai - 400 068, hereinafter called and referred to as the "**TRANSFEROR**", (which expression unless repugnant to the context or meaning thereof shall mean and include his/her heirs, executors, administrators and assigns) of the ONE PART

### AND :

**MR. SANKET SUMANT TENDULKAR**, aged about 38 years, having Aadhar Card No. 5229 8812 5260, and **MRS. GARGEYEE SANKET TENDULKAR**, aged about 33 years, having Aadhar Card No. 2402 7591 4720, both adults, Indian Inhabitants, presently residing at Flat No. 6, 3<sup>rd</sup> Floor, Charkop SUSHRUT Co-op. Hsg. Society Ltd., Plot No. 225, RDP - 8, Sector - 3, Charkop, Kandivali (West), Mumbai - 400 067, hereinafter called and referred to as "**TRANSFEREES**" (which expression unless repugnant to the context on meaning thereof shall mean and include his / her heirs, executors, administrators and assigns) of the OTHER PART.

### WHEREAS :-

a) **Flat No. 003, on Ground Floor, H Wing, in Charkop WEST VIEW Co-op. Housing Society Ltd., Plot No. 6, RSC - 6, Sector - 2, Charkop, Kandivali (West), Mumbai - 400 067**, (hereinafter called and referred to as "the said Flat"), has been allotted to MS. MANISHA MANOHAR SHANBHAG by the said society vide Allotment Letter dated 07-08-2003, duly adjudicated and proper stamp duty and penalty has been paid under Amnesty Scheme 2019, vide case no. COB/AY/2926/2019 dated 30-09-2019.

b) The original allottee MS. MANISHA MANOHAR SHANBHAG, has transferred her rights, title, share, interest in the said Flat in favour of MR. UDAY DATTATREY HOWAL and MRS. BHAKTI UDAY HOWAL, through Agreement for Sale dated 17-02-2014, duly registered vide Sr. No. BRL-2-1211-2014, dated 18-02-2014.

c) MR. UDAY DATTATREY HOWAL transferred his total share i.e. 50% of the said Flat in favour of MRS. BHAKTI UDAY HOWAL (nee MISS BHAKTI RAMESH SANKLECHA) through Gift Deed dated 27-12-2017, duly registered vide Sr. No. BRL-7-7310-2017, dated 27-12-2017.

d) MR. UDAY DATTATREY HOWAL and MRS. BHAKTI UDAY HOWAL filed a joint petition for dissolution of their marriage by mutual consent under section 13-B of the Hindu Marriage Act, 1955, in the Family Court Mumbai, by a petition No. F-2104 of 2017, (CNR: MHFC01-005606-2017) Presented & registered on 16-08-2017. The marriage solemnized between MR. UDAY DATTATREY HOWAL and MRS. BHAKTI UDAY HOWAL (nee MISS BHAKTI RAMESH SANKLECHA) was dissolved by a decree of divorce by mutual consent Under Section 13-B of the Hindu Marriage Act, 1955, on 20-02-2018. Thereafter MISS BHAKTI RAMESH SANKLECHA got married to MR. ASHISH VIJAY CHANDOSKAR, on 04-11-2018, the Register of Marriage maintained under the Maharashtra regulation of Marriage Bureaus and Registration of Marriages Act, 1998, Vide Marriage Registration No. 50133989 dated 22-01-2019. After marriage MISS. BHAKTI RAMESH SANKLECHA is known as MRS. BHAKTI ASHISH CHANDOSKAR.

e) MRS. BHAKTI ASHISH CHANDOSKAR has transferred her rights, title, share, interest in the said Flat in favour of the Transferor MR. KALPAK RAMESH SANKLECHA, through Agreement for Sale dated 31-12-2020, duly registered vide Sr. No. BRL-7-21-2021, dated 01-01-2021, and since then the Transferor is in use, occupation and possession of the said Flat and holding all the documents in support of his title to the same.

f) The Transferor is the absolute owner / occupant and or well / sufficiently entitled to Flat No. 003, **adm. 335 sq. feet Super Built Up area i.e. 31.13 sq. metres Super Built Up area**, situated on the Ground Floor, H Wing, in Charkop WEST VIEW Co-op. Hsg. Soc. Ltd, Plot No. 6, RSC - 6, Sector - 2, Charkop, Kandivali (West), Mumbai - 400 067, what is called "**ON OWNERSHIP BASIS**" (which is hereinafter called and referred to as "**the said Flat**").

g) The Transferor is the bonafide member of above said Charkop WEST VIEW Co-operative Housing Society Limited, a Society registered under the Maharashtra Co-operative Societies Act, 1960, and bearing / having Registration No. MUM/MHADDB/HSG/(T.O.)/10714 dated 15-07-2000, hereinafter called and referred to as "**the said Society**", and by virtue of the membership in the said Society, the Transferor herein is holding its five full paid-up Shares of Rs.50/- each bearing distinctive Nos. from 931 to 935, (both inclusive) under Share Certificate No. 187, issued by the Society, (hereinafter referred to as "**the said Shares**").

h) The Transferor declares that his membership in the said Society is valid and subsisting and not terminated by the said Society and that he has not received any notice of expulsion from the membership of the said Society or any other notice restraining him from transferring the said Flat.

i) The Transferor declares that his title over the said Flat is clear, marketable and free from all encumbrances and he has full legal right, title, possession and absolute authority to sell, transfer, assign and convey the said Flat together with the deposit money, share money and sinking fund money in records of the transferor herein absolutely and forever and that the transferor has not in any way created any kind of charge, mortgage, lien or any other type of encumbrance over the said Flat.

AND WHEREAS the Transferor has agreed to sell and transfer to the Transferees the said Flat and the shares of the said society and the Transferees have agreed to purchase and acquire all rights, title and interest of the Transferor in the said Flat / Society together with the permanent and absolute right of the use and occupation of the said Flat along with the deposits, etc. on the following terms and conditions :

**NOW THEREFORE THESE PRESENTS WITNESSETH AS UNDER :**

1. The Transferor agrees to sell, transfer and assign to the Transferees and the Transferees agree to purchase and acquire the said Flat No. 003, H Wing, on the Ground Floor, in Charkop WEST VIEW Co-op. Housing Society Ltd., Plot No. 6, RSC-6, Sector-2, Charkop, Kandivali (West), Mumbai - 400 067, along with all rights, title, interest, benefits, said shares of the said Society, all deposits and sinking fund etc. with the permanent and absolute right of use and occupation of the said Flat at the lumpsum price or consideration amount of **Rs. 53,00,000/- (Rupees Fifty Three Lakhs Only)** which shall be paid to the Transferors as under:

- i) The Transferees have paid to the Transferor a sum of **Rs. 10,47,000/- (Rupees Ten Lakhs Forty Seven Thousand Only)**, on or before the date of execution hereof, being the PART PAYMENT towards the total cost price consideration of the said Flat, as per the particulars mentioned in the receipt at the foot hereof the payment and receipt whereof the Transferor hereby admits and acknowledges.
- ii) A sum of **Rs. 53,000/- (Rupees Fifty Three Thousand Only)** shall be deducted by The Transferees as and by way of the amount of tax deduction at source ("TDS") at 1% of the total cost Price / Consideration Amount i.e. Rs. 54,00,000/- (Rupees Fifty Four Lakhs Only). The Transferees shall credit the said TDS into the Central Government Treasury within 15 days of the date of deduction of TDS amount as per the provisions of Income Tax Act, 1960 and shall immediately provide to the Transferor with the receipt in prescribed form No. 26-QB for such deduction.
- iii) The Transferees agree to pay to the Transferor the balance consideration amount of **Rs. 42,00,000/- (Rupees Forty Two Lakhs Only)**, within 60 days from the date of execution of this agreement by raising housing finance from Bank and / or financial institution. The Transferor shall fully co-operate and handover to the Transferees, all the documents, NOCs, required by the Transferees, as the Transferees shall have to avail of the loan facility to meet their commitment to purchase the said Flat. In case of default in paying the full and final consideration amount within 60 days from the date of execution of this agreement, the Transferees shall pay interest at the rate of 18% per annum on the outstanding amount.

2. The Transferor in pursuance of the said agreement and in consideration of receipt of the said full and final consideration amount being paid by the Transferees to the Transferor as aforesaid and upon registration of this Agreement for Sale and completion of the sale transaction, shall deliver / handover the vacant, peaceful, and physical possession of the said Flat to the Transferees after which there shall be no claim of whatsoever nature in the said Flat or any part thereof either from the Transferor or from anybody claiming through or under or in trust for the Transferor. The Transferees shall thereafter be the absolute and exclusive owner/s of the rights which the Transferor has in the said Flat and the said Shares.

3. The Transferor declares that the said flat and the right, title and interest therein is his own property and he has full power and authority to sell, transfer, convey and assign the same in favor of the Transferees. The Transferor further declares that no member either major or minor of his family or any other person or persons have any right, title and interest in the said shares and the said Flat in any manner whatsoever and that the Transferor is in exclusive use and occupation of the said Flat and no one has any right of use and / or occupation of the said Flat in any manner whatsoever.

4. The Transferor hereby declares that he has in no way created any charge, claim or lien on the said Flat and/or the shares of whatsoever nature and that the said Flat hereby agreed to be sold and the said shares are free from all claims, charge, lien, mortgage and encumbrances and are not subject matter of any litigation nor they or any of them attached in execution, any tenancy or any right in favour of anyone and the same are not attached either before or after judgment at the instance of Income Tax Authorities, Customs or FEMA Authorities or local Municipal Authorities or any Government body or any person. The Transferor further declares that he has not given any undertaking to Taxation Authority or Government Authorities or any other authorities not to deal with or dispose of the right title and interest in the said Flat. Should there be any claim from any person or persons against the said Flat and / or the said shares, The Transferor agrees to keep the Transferees fully and completely indemnified against all and any such claims, dues, actions, demands, costs, charges and expenses or any party or any other Competent Statutory Bodies in respect of the `said Flat`, for the acts done prior to the date of handing over the possession of the said Flat and said shares to Transferees.

5. The Transferees hereby agree to become members of the society known as Charkop WEST VIEW Co-op. Housing Society Limited, and abide by all and singular bye-laws, rules and regulation adopted by the said Society or which it may adopt from time to time.

6. The Transferees agree to observe and perform all terms and conditions and the stipulations of the said society and regularly pay the dues payable to the said society, including periodical ground rent, Municipal taxes, water charges, maintenance and other charges and outgoings, etc. in respect of the said Flat after receiving the possession and shall not withhold the same for any reason whatsoever.

7. The Transferor hereby declares that :

- a) He has not entered into any agreement/s with any other person/s in respect of the above said Flat.
- b) He has not assigned / transferred his rights, title and interest in the said Flat and / or shares to any other person/s.
- c) Except the transferor no other person/s have any claim in the said Flat / shares and he being the occupant of the said Flat has got full and absolute right to assign and transfer his rights in the said Flat in favour of the Transferees.
- d) There is no claim or demand of whatsoever nature from any of his legal heirs, family members, nominees or any other person/s on the said Flat or any part thereof and/or the shares either by way of sale, charge, trust, gift, lien and / or otherwise of whatsoever nature.
- e) That no litigation, suit proceedings etc. are pending against the said Flat nor the said Flat is a subject matter in any court of law.
- f) He has not mortgaged, alienated or charged with the said Flat and the same is free from all encumbrances of whatsoever nature.
- g) That there is no prohibitory order or injunction from any authority restraining the transfer of the said Flat.

8. The Transferor do hereby covenants with the Transferees that he shall pay and clear upto date taxes, outgoings, society charges and all other dues and charges / arrears payable by him in respect of the said Flat till the date of actual and physical possession of the said Flat and from the date of handing over the possession of the said Flat to the Transferees, the Transferees shall be responsible for the payment of taxes, society's monthly outgoings, society charges, electricity charges, other utility charges and other amounts of the said Flat to the Society and other concerned authorities directly, for which the Transferor shall not be held responsible.

9. The Transferor do hereby further covenants with the Transferees that upon receipt of the payment of full and final consideration amount of this agreement, the Transferees shall quietly and peacefully possess, occupy and enjoy the benefits of the said Flat without any let, hindrance, denial demand, interruption, eviction by the Transferor or any other person/s lawfully claiming or equitably claiming through or under or in trust for the Transferor.

10. The Transferees do hereby represent and covenant that:

- a) The Transferees has the capacity to enter into this Agreement.
- b) The Transferees have not relied on any representations or covenants made by the Transferor except as stated in this Agreement.

11. The Transferees shall be entitled to have and to hold the possession, occupation and use of the said Flat and the Transferees shall hold the same unto and to the use and benefit of the Transferees, their heirs, executors, successors and assigns forever without any claims, charges, right, interest demand or lien of the Transferor or any person or persons claiming through or under him/her subject to making payment full and final consideration amount by the Transferees and/or all the taxes, assessment charges and/or call made by the said society known as Charkop WEST VIEW Co-op. Housing Society Limited. The Transferees shall indemnify and hold harmless the Transferor against any losses, damages, or liabilities arising out of or in connection with:

- a) Any breach of the Transferee's representations and covenants.
- b) Any delay or failure to make payments as agreed under this agreement.
- c) Any claim or dispute arising out of or in connection with the said flat for the acts done after the date of handing over the possession of the said flat to Transferees.

12. The Transferor hereby agrees with the Transferees that he shall from time to time and at all times hereafter whenever called for by the Transferees do execute and caused to be done and executed all acts, deeds and things whatsoever for more perfectly securing interest of the Transferees in the said Flat as shall or may be reasonably required and also lodge this agreement before Sub-Registrar of Assurances, Borivali, for registration purpose and to admit execution hereof.

13. The Transferor shall obtain from Charkop WEST VIEW Co-operative Housing Society Limited, necessary NO OBJECTION CERTIFICATE for the above transfer of the said Flat and Shares to the name of the Transferees and shall hand over the same to the Transferees.

14. The Transferor on receipt of full and final consideration amount as mentioned hereinabove shall put the Transferees in exclusive, vacant and peaceful possession and occupation of the said Flat and shall hereby deliver all the following documents in respect of the said Flat.

- a) All Original documents / papers, regarding title of the Transferor as member of the registered society including Allotment Letter dated 07-08-2003, Share Certificate, etc.
- b) General N.O.C. / No dues certificate from the Society on the Society letter head.
- c) No Objection Certificate from the society as per the prescribed format required by the financial institution as may be required by the Transferees for loan purpose on the society letter head.

15. The Transferor on receipt of full and final consideration amount as mentioned hereinabove agrees and undertakes to sign and execute all acts and deeds including Agreement for Sale, Affidavits, Applications, Forms, Declarations, Undertakings etc. required by the Society or any other authorities concerned or as and when necessary in favour of the Transferees and / or his/her/their nominees or in favour of the Society / MHADA and/or in favour of other Government / Semi Government authorities for effectual transfer and possession of the said Flat in the name of the Transferee/s.



16. The Transferor on receipt of full and final consideration amount as mentioned hereinabove agrees and undertakes to apply for and obtain from the said Society the requisite sanction under its Bye-laws for the transfer of the said Flat in the name of the Transferees and the Society transfer charges (Donation) payable to the said Society in respect of the said Flat shall be borne and paid by the TRANSFEROR and the TRANSFEREES equally. The Transferee/s shall pay the necessary stamp duty and registration charges as leviable by the concerned Government Authority pertaining to this agreement.

17. The Transferor hereby agrees and undertakes to remain present before the Sub-Registrar of Assurances, Mumbai, as and when called upon by the Transferees for getting this agreement duly registered and shall also co-operate with the Transferees as and when required from time to time.

18. It is specifically agreed by and between the parties hereto that in the unforeseen eventuality or due to non-compliance of required documents by the Transferor as per requirement of financial institution and only due to non-compliance of required documents if the loan is not sanctioned to the Transferees from any Bank or financial institution, then in that case the Transferor shall immediately refund all the money so far paid by the Transferees and the Transferees shall in turn return to the Transferor all original documents / papers, agreements, share certificate, NOCs, etc. given to them for availing of loan facility to meet their commitment to purchase the said Flat. The Transferor's liability under this Agreement shall be limited to the money so far paid by the Transferees under this Agreement. The Transferor shall not be liable for any consequential, indirect, or special damages, including but not limited to loss of profits, business interruption, or loss of goodwill.

19. It is also agreed by and between the parties hereto that The Transferor reserves the right to terminate this Agreement if the Transferees fail to make payment of full and final consideration amount as mentioned hereinabove within 180 days from the execution of this agreement. In that case, the Transferor shall be entitled to deduct **Rs. 1,00,000/- (Rupees One Lakh Only)** from payments made by the Transferee and shall promptly refund the remaining amount.

20. This Agreement for Sale shall be deemed to be Sale Deed upon payment of the said total full and final consideration amount by the Transferees to the Transferor and upon handing over vacant, peaceful & physical possession of the said flat by the Transferor to the Transferees.

21. The parties hereto agree to sign such further agreements, writings, deeds, etc. as well as to do the acts as may be required in law for the purposes of effectively and perfectly completing the title to the property in the name of the Transferee/s.

22. - This Agreement shall be governed by and construed in accordance with the laws of India. The courts of Mumbai shall have exclusive jurisdiction to try any disputes arising out of or in connection with this Agreement.

23. This Agreement may not be amended or modified except in writing signed by both the parties.

24. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements.

25. The parties acknowledge that they have read and understood the terms and conditions of this Agreement and agree to be bound by them.

**: SCHEDULE OF THE PROPERTY ABOVENAMED :**

Being Flat No. 003, H Wing, Ground Floor, in Charkop WEST VIEW Co-op. Hsg. Soc. Ltd., Plot No. 6, RSC-6, Sector-2, Charkop, Kandivali (West), Mumbai - 400 067, **adm. 335 sq. feet Super Built Up area i.e. 31.13 sq. metres Super Built Up area**, bearing C.T.S. No. 3A-2/171, of Village : CHARKOP, Taluka : BORIVALI in the registration Sub-District of Borivali, Mumbai Suburban District.

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

SIGNED SEALED AND DELIVERED )

by the within named Transferor )

**MR. KALPAK RAMESH SANKLECHA** )

Pan No. BSQPS2210B

Aadhar Card No. 3581 6348 4516

in the presence of ..... )

1. \_\_\_\_\_

2. \_\_\_\_\_

SIGNED SEALED AND DELIVERED )

by the within named Transferees )

**MR. SANKET SUMANT TENDULKAR** )

Pan No. AHTPT6656K

Aadhar Card No. 5229 8812 5260

**MRS. GARGEYEE SANKET TENDULKAR** )

Pan No. BGOPK6126N

Aadhar Card No. 2402 7591 4720

in the presence of ..... )

1. \_\_\_\_\_

2. \_\_\_\_\_

**: RECEIPT :**

RECEIVED of and from the within named Transferees the sum of **Rs. 10,47,000/- (Rupees Ten Lakhs & Forty Seven Thousand Only)**, by way of PART PAYMENT towards the total cost price/consideration amount in respect of sale of said Flat No. 003, Ground Floor, H Wing, in Charkop WEST VIEW Co-op. Housing Society Ltd., Plot No. 6, RSC-6, Sector-2, Charkop, Kandivali (West), Mumbai-400 067, as per the terms and conditions of this Agreement.

CASH/CHEQUE NO.	DATED	AMOUNT	DRAWN ON
1. 000016	04-12-2024	1,00,000/-	HDFC Bank Dadar (West), Mumbai
2. NB26111708677009191394	26-12-2024	9,47,000/-	HDFC Bank Dadar (West), Mumbai

I SAY RECEIVED **Rs. 10,47,000/-**

**(MR. KALPAK RAMESH SANKLECHA)**

TRANSFEROR

**WITNESSES :**

1. \_\_\_\_\_

2. \_\_\_\_\_