

Agreement For Sale

This Agreement For Sale Made And Entered Into At Mumbai, On This _____ Day Of **January-2025 (Two Thousand Twenty Five)**,

Between

(1) Mrs. Pearl Clifton Desilva, Pan No. Adzpd6812b, Aadhar Card No. 257517558487, Age 67 Years, Residing At 503, Valle Ville, St. Cyril Road, Bandra (West), Mumbai-400 050; **(2) Ms. Natasha Clifton Desilva (Pan No. Ajkpd3229p), Aadhar Card No. 843282484612, Age 37 Years**, Residing At : 501, Valle Ville, St. Cyril Road, Bandra (West), Mumbai-400 050; And Hereinafter Referred To As The Party Of The First Part "**Vendors**" (Which Expression Shall Unless It Be Repugnant To The Context Or Meaning Thereof Shall Mean And Include Their Heirs, Executors, Administrators And Assigns Of The Party Of The First Part "**Vendors**")

AND

Mrs. Sapna Simon Thomas (Pan No. Addpt7404r), Aadhar Card No. 292543129487, Age 53 Years, Resident Of : 22, Atomica, P.L. Lokhande Marg, Near Narayan Guru School, Tilak Nagar, Chembur, Mumbai-400 089; Hereinafter Referred To As The Party Of The Second Part "**Purchaser**" (Which Expression Shall Unless It Be Repugnant To The Context Or Meaning Thereof Shall Mean And Include Her Heirs, Executors, Administrators And Assigns Of The Party Of The Second Part "**Purchaser**").

AND

The St. Anthony's Homes Co-Operative Society Limited, A Society Registered Under The Provisions Of The Bombay Co-Operative Societies Act And Deemed To Be Registered Under The Provisions Of The Maharashtra Co-Operative Societies Act And Having Its Registered Office At Plot No. 253, St. Anthony's Road, North, Chembur, Mumbai-400 071; Hereinafter Referred To As The Party Of The Third Part "**Confirming Party**" (Which Expression Shall Unless It Be Repugnant To The Context Or Meaning Thereof Shall Mean And Include Its Successors And Assigns Of The Party Of The Third Part "**Confirming Party**").

And Whereas The Vendors Are The Joint Owners With Their Respective **66.66%:33.33% Share** In Respect Of A **Residential Flat** Premises Being Situated At : **Flat No. 502, 5th Floor, Shalom Co-Operative Housing Society Ltd., Plot No. 247, St. Anthony Road, Chembur, Mumbai-400 071, Admeasuring Area Of 70.88 Sq.Mtrs. Equivalent To 762.66 Sq.Fts. Carpet,**

Bearing C.T.S. No. 1489 Of Village : Chembur, Taluka : Kurla, Municipal M-Ward, Lying In The Registration Dist. And Sub-Dist. Of Mumbai Suburban, Along With One Car Parking Space At The Podium Level. (Hereinafter For The Sake Of Brevity Referred To As “Said Flatpremises”).

Whereas The Vendors Herein Are Also The Joint Members Of The **Shalom Cooperative Housing Society Ltd.**, Duly Registered Under The Provisions Of The Maharashtra Co-Operative Societies Act 1960, Bearing **Registration No. Mum/Wm/Hsg/Tc/10799/2015-16** Holding **10 Shares Of Rs.50/-** Each Of The Said Society Bearing Distinctive Nos. From **071 To 080 (Both Inclusive)** Under **Share Certificate No. 008 Dated 15.08.2016 (Endorsed In Name Of Vendors On 12.02.2022** (Hereinafter Referred To As The “**Said Shares**”).

And Whereas The Vendors Above Named Along With **Late Mr. Clifton Desilva** Had Jointly Purchased The Above Said Flat Premises From Its **Builder/Developer M/S. Trisons Builders & The Confirming Party Under Agreement Dated 25.07.2015** Duly Registered With The Office Of The Sub-Registrar, Kurla-1, Bearing Registration No. **Krl-1-9170-2015 Dated 04.09.2015.**

And Whereas One Of The Joint Owner **Late Mr. Clifton Desilva** Expired Intestate At Mumbai On **23.04.2021** Leaving Behind Him The Vendors Herein And **Ms. Michelle Desilva** Being The Only Legal Heirs, Survivors Being His **Wife, & 2 Daughters** Entitled To All The Rights, In The Said Flat. And Whereas Subsequently The Other Legal Heirs Of The Deceased I.E. 2 Daughters Of The Deceased Had Released, Relinquished, Renounced, Discharged Their Respective Share, Rights, In The Said Flat In Favour Of The **Vendor No. 1 Mrs. Pearl Clifton Desilva** And Therefore The **Vendor No. 1 Mrs. Pearl Clifton Desilva** Is Having Her **66.66% Share, Rights**, In The Said Flat And **Vendor No. 2 Ms. Natasha Clifton Desilva** Is Having Her **33.33% Share, Rights** In The Said Flat, Vide **Release Deed Dated 25.08.2022** Duly Registered With The Office Of The Sub-Registrar, Kurla-5, Bearing Registration No. **Krl-5-17096-2022 Dated 25.08.2022.**

And Whereas By Virtue Of Such Release Deed The Vendors Are Now The Joint Owners Of The Said Flat.

And Whereas The Vendors Are Desirous To Sell The Said Flat And The Purchaser Has Agreed To Purchase The Same On The Following Terms & Conditions Hereinafter Appearing :-

Now Therefore This Agreement For Sale Witnesseth Hereto As Follows :-

1. That The Total Value Of The Said Shares And The Said **Flat No. 502, 5th Floor, Shalom Co-Operative Housing Society Ltd., Plot No. 247, St. Anthony Road, Chembur, Mumbai-400 071**; Together With All Rights, Titles, Interests, Claims, Benefits, And Share Of The Vendors In The Said Society Has Been Fixed At The Sum Of **Rs.2,00,00,000/- (Rupees Two Crore Only)**. And The Purchaser Has Agreed To Purchase & Acquire The Same For The Said Consideration.

2. That The Purchaser Has On Or Before The Execution Hereof I.E. **Upto Date Of Registration**, Paid To The Vendors The Sum Of **Rs.2,00,000/- (Rupees Two Lakhs Only)**, Being The **Advance Payment / Part Payment** For The Sale And Transfer Of The Said Flat Alongwith The Said Shares And Membership Rights In The Said Society On Execution Of These Presents (The Payment And Receipt Whereof The Vendors Hereby Admit And Acknowledge And Of And From The Same And Every Part Thereof Forever, Acquit, Release And Discharge The Purchaser).

3. That The Purchaser Undertake To Make **Further Payment Of Rs.98,00,000/- (Rupees Ninety Eight Lakhs Only)** To The Vendors After Registration Of This Agreement **But Within Period Of 2 Months** After Deducting **1% Tds Rs.2,00,000/-**.

4. That The Remaining Balance Sale Consideration Of **Rs.1,00,00,000/- (Rupees One Crore Only)** Shall Be Paid By The Purchaser To The Vendors Within **2 Months** From The Date Of Registration Of This Agreement For Sale Under Any Circumstances By Raising And Getting Sanction The **Housing Loan** On The Said Flat From **Concerned Bank / Finance Company**.

5. The Said Full Consideration Amount Of **Rs.2,00,00,000/- (Rupees Two Crore Only)** Is For Acquiring The Said Shares, And The Said **Flat No. 502, 5th Floor, Shalom Co-Operative Housing Society Ltd., The St. Anthony's Homes Co-Operative Society Limited, Plot No. 247, St. Anthony Road, Chembur, Mumbai-400 071**;

6. That In Consideration Of The Purchaser Having Paid The Said **Advance/ Part Payment** Amount Of **Rs.2,00,000/-**, And Further Having Agreed To Make The **Further Payment Of Rs.98,00,000/- & Balance Payment Of Rs.1,00,00,000/-** By Raising **Housing Loan** On The Flat, The Vendors Hereby Agree To Transfer, Sell, And Assign The Said Shares, And The Said **Flat No. 502, 5th Floor, Shalom Co-Operative Housing Society Ltd., Plot No. 247, St. Anthony Road, Chembur, Mumbai-400 071**; And All Their Rights, Titles, Claims, Interests, Benefits, And Shares In The Said Society To

The Purchaser Only After Receiving Full Consideration.

7. That The Vendors Shall Handover The Legal And Peaceful Vacant Possession Of The Said Flat To The Purchaser **Upon Receiving The Entire Sale Consideration Amount Of Rs.2,00,00,000/-** From The Purchaser.

8. That The Vendors Undertake To Co-Operate With The Purchaser In Signing The Necessary Documents, Papers, Forms, Applications, Letters, Etc. Of The Bank So As To Get Sanction The Housing Loan To The Purchaser Smoothly.

9. That The Vendors Have Represented And Assured The Purchaser That The Vendors Have Full Right And Absolute Authority To Transfer The Abovesaid Shares, The Abovesaid Flat And All Their Rights, Titles, Interests, In The Said Society And That The Vendors Have Been Holding The Said Shares And The Said Flat Without Any Encumbrances And That The Vendors Have No Other Co-Holder, Partner Or Any Other Person Having Any Rights, Titles, Interests, Of Any Nature Whatsoever In The Said Shares And In The Said Flat Or Any Part Thereof, And That Neither The Vendors Nor Any Of Their Person(S) Have On Their Behalf Have Encumbered, Charged Or Dealt With The Said Shares And The Said Flat, So As To Affect Or Impair The Rights Of The Purchaser And The Vendors Hereby Agree And Undertake To Reimburse The Purchaser Fully In Case If Any Damage Or Loss Be Suffered By The Purchaser Due To Any Such Encumbrances, Except That Under The Bye-Laws Of The Society.

10. That After Receiving The Entire Payment, The Vendors Shall Have No Rights, Titles, Interests, Of Any Kind Whatsoever, In The Said Shares And In The Said Flat Or Any Part Thereof And The Same Shall Belong To The Purchaser Absolutely, Subject To The Bye-Laws Of The Said Society. The Vendors Shall Not Hereafter Transfer, Alienate, Encumber Or Deal With The Said Shares Or The Said Flat Or Any Part Thereof In Any Manner Whatsoever.

11. That After Receiving The Entire Payment The Vendors Hereby Agree That The Vendors Shall Not At Any Time Claim Any Amount From The Said Society In Respect Of The Amounts Paid By Them Towards The Said Shares And The Said Flat, To Which The Vendors Are Legitimately Entitled To In Respect Of They Being The Members Of The Said Society.

12. That The Vendors Hereby Further Agree That They Shall At All Times Fully Co-Operate The Purchaser In Getting The Said Shares, The Said

Flat And All Their Rights In The Said Society Transferred In The Names Of The Purchaser And Agreed To Sign All The Necessary Applications And/Or Documents At The Request And Costs Of The Purchaser And Do Such Other Things As May Be Required For Completing And Effecting The Transfer Of The Shares And The Said Flat In The Name Of The Purchaser After Receiving The Balance Payment.

13. That The Vendors Shall Pay And Clear Off All The Amounts I.E. Loan Instalments (If Any), Municipal Taxes, Government And/Or Other Local Authorities, Levies, Electricity Bills, Gas Bills, Society's Bills, Assessment Tax And All Other Charges And Outgoings Due And Payable In Respect Of The Said Flat **Till Day Of Handing Over The Possession**, And If There Be Any Arrears, The Vendors Shall Pay The Same And All Such Payments Due And Payable As From The Day Hereinafter Shall Be Borne And Paid By The Purchaser. The Vendors Also Be Liable To Pay And Clear The Liabilities In Respect Of The Said Flat Existing Prior To The Execution Of This Agreement And Upto The Date Of Handing Over The Possession Of The Flat To The Purchaser.

14. Subject To The Provisions And Terms And Conditions Of This Agreement, The Vendors Hereby Agrees To Transfer Their Shares Mentioned Hereinabove And The Interest In The Said Flat To The Purchaser And The Purchaser Is Entitled To Hold, Possess, Occupy And Enjoy The Said Flat Without Any Interruptions From The Vendors After Making Balance Payment To The Vendors. The Vendors Further Declares That They Have Full Right, And Absolute Authority To Sell And Transfer The Said Shares And The Said Flat Under Section 29 Of The Maharashtra Co-Operative Act 1960, And That The Vendors Have Not Done Or Performed Any Act, Deed, Matter Or Thing Whatsoever, Whereby They May Be Prevented From Entering Into This Agreement As Purported To Be Done Hereby Or Whereby The Purchaser May Be Obstructed, Prevented Or Hindered Or Enjoying The Rights To Be Conferred Or Transferred Or Assigned In Their Favour Of Whereby The Quiet And Peaceful Enjoyment Or Possession Of The Purchaser In Respect Of The Said Flat May Be Disturbed And In The Event Of It Being Found That The Vendors Are Not Entitled To Enter Into This Agreement And Transfer Their Rights To Be Transferred Hereby And The Purchaser Is Not Able To Enjoy Quiet And Peaceful Possession Of The Said Flat Due To Any Such Reasons, The Vendors Shall Be Liable To Compensate, Indemnify And Reimburse To The Purchaser The Loss, Damage, Which The Purchaser May Suffer Or Sustain On This Behalf.

15. The After Making The Entire Payment To Vendors, The Purchaser

Hereby Agree That The Purchaser Shall Apply For Membership Of The Said Society And Become Its Members And Shall Abide By The Rules, Regulations And Bye-Laws Of The Said Society And Make All The Payments As Aforesaid As And When Demanded By The Said Society By Way Of Proportionate Contribution Towards The Taxes, Water And Other Charges And All Other Charges That May Be Payable By The Members To The Said Society After Receiving The Possession Of The Flat From The Vendors. The Purchaser Shall Also Apply For And Get Transferred The Abovesaid Share Certificate In Their Names After Making The Balance Payment To The Vendors.

16. The **Cost Of Stamp Duty, Registration Fees** And Other Incidental Charges, Legal Fees, Shall Be Borne By And Paid By The **Purchaser** Only And That The Vendors Shall Not Be Liable For The Same. The **Society Transfer Charges Of Shalom Chs Ltd & St. Anthony's Homes Chs Ltd.** For The Said Flat Shall Be Borne By **Both The Parties Equally In Ratio Of 50%:50%.**

17. That **All The Utility Connections Transfer To Be Done In The Purchaser's Name.**

18. That **Any Refundable Deposit Or Any Additional Fsi Benefits In Further Should Be Transferred To Name Of The Purchaser For Which The Vendors Have No Objection.**

19. That After Receiving The Entire Payment, The Vendors Shall Hand Over To The Purchaser All The Documents, Receipts, Share Certificate And The Necessary Forms Duly Signed By Them And Further Agree That They From Time To Time And At All Times Hereafter, At All The Request And Costs Of The Purchaser, Her Heirs, Executors, And Administrators, As Reasonably Required To Be Execute And/Or Cause To Be Done, Executed Or Procured All Documents And Such Further Deeds Of Documents Whatsoever For Better And More Perfectly Transferring The Said Shares And The Said Flat And Every Part Thereof And All Their Rights, In The Said Society Unto And To The Use Of Purchaser As Aforesaid.

20. That The Vendors Declares That There Are No Cases Pending On The Said Flat Of Whatsoever Nature.

21. That The Vendors Declares That There Are No Outstanding Dues, Loans, No Attachments Over The Above Flat And If Any Such Found The

Same Shall Be Cleared By The Vendors Only.

22. That The Purchaser Shall Deduct **1% Tds Rs.2,00,000/-** On The Total Agreement Value To Be Registered As Per The Income Tax Rules. The Tds To Be Deducted As Applicable As Per Income Tax Rules And Accordingly The Purchaser Shall Make The Net Payment To The Vendors After Deducting Tds Thereof From The Total Sale Consideration Amount. The Purchaser Shall Deposit The Tds Into The Govt. Treasury (Income Tax A/C) And Shall Issue Tds Certificate Under Form 16b To The Vendors Within 1 Month From Date Of Deposit Of Tds.

23. That There Is No Gift Created By The Vendors Affecting The Rights Of The Vendors To Sell The Said Flat Premises In Favor Of The Purchaser Herein.

24. That There Is No Injunction, Prohibition Order, Recovery Proceedings Or Orders Under Any Act Or Proceedings Against The Vendors Preventing The Vendors From Selling The Said Flat Premises.

25. That The Vendors Have Not Received Any Notice From Mcgm, Local Authority, Central Government, State Government Or Other Department Of The Government In Respect Of The Said Flat Premises.

26. That The Vendors Have Not Received Any Money By Way Of Earnest Money, Deposit Or Advance In Respect Of The Said Flat Premises From Any One Else Other Than The Purchaser Affecting The Rights Of The Vendors To Sell The Said Flat Premises In Favour Of The Purchaser Herein.

27. That The Vendors Have Not Entered Into Any Agreement For Sale Or Leave And License And Or Lease In Respect Of The Said Flat Premises.

28. That The Party Of The 3rd Part I.E. Confirming Party Has No Objection If The Vendors Shall Sell, Transfer, Assign, The Said Flat And Its Shares To The Purchaser.

Schedule Of The Flat

A Residential Flat No. 502, 5th Floor, Shalom Co-Operative Housing Society Ltd., Plot No. 247, St. Anthony Road, Chembur, Mumbai-400 071, Admeasuring Area Of 70.88 Sq.Mtrs. Equivalent To 762.66 Sq.Fts. Carpet,

**Bearing C.T.S. No. 1489 Of Village : Chembur, Taluka : Kurla, Municipal M-
Ward, Lying In The Registration Dist. And Sub-Dist. Of Mumbai Suburban,
Along With One Car Parking Space At The Podium Level.**

In Witness Whereof The Parties Hereto Have Set Their Hands Hereunto
The Day And The Year Hereinabove Mentioned.

Signed, Sealed And Delivered]
By The Withinnamed **Vendors** Of]
The **First Part**]
(1) Mrs. Pearl Clifton Desilva (66.66%]

(2) Ms. Natasha Clifton Desilva (33.33%]
In The Presence Of.....]

- 1.
- 2.

Signed, Sealed And Delivered By]
The Withinnamed **Purchaser** Of]
The **Second Part**]
Mrs. Sapna Simon Thomas]
In The Presence Of.....]
1.

- 2.

Signed, Sealed And Delivered By]
The Withinnamed **Confirming Party** Of]
The **Third Part**]
The St. Anthony's Homes Co-Operative Society Limited]
Through Its Authorized Signatory]

In The Presence Of.....]

1.

2.

RECEIPT

Received Of And From The Within Named Purchaser The Sum Of **Rs.2,00,000/- (Rupees Two Lakhs Only)**Being The **Part Payment** Out Of The Total Consideration Amount Of **Rs.2,00,00,000/-** For The Sale And Transfer Of The Said Flat And The Said Shares As Per The Abovesaid Agreement For Sale. The Amount Is Received In The Following Manner:-

Sr. No.	Cheque No. / Neft/ Rtgs/ Cash	Dated	Drawn On	Amount (Rs.)
			Total =	2,00,000/-

We Say Received
Rs.2,00,000/-

(Vendors Of The First Part)

Witnesses:-

1.

2.