**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** made and entered into at Mumbai on this**\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_’ 2024.**

**BETWEEN**

**(1) MR. AAKROSH RAKESHCHANDRA SHARMA, PAN: AZKPS8580J and (2) MRS. ANJALI AAKROSH SHARMA, PAN: DUHPS2390D,** bothadults, Indian inhabitants, residing at Flat No.202, 20th Floor, C Wing, Building No.3, Kalpataru Aura Building No.3, A, B, C, D, E, Co-operative Housing Society Ltd., Opp. R. City Mall, L.B.S. Marg, Ghatkopar (West), Mumbai – 400 086, hereinafter jointly referred to as “**THE TRANSFERORS”** (which expression shall unless repugnant to the context or meaning thereof mean and include their heirs, legal representatives, executors, administrators and assigns), **OF THE FIRST PART**;

**AND**

**(1) MR. NIRMIT RATANSHI SENGHANI, age 32 Years, PAN: CRRPS7049R, (2) MRS. KRISHNA NIRMIT SENGHANI, age 32 Years, PAN IKIPS4527Q,** both adults, Indian inhabitants, residing at Flat No.603, Akruti Apartment, L.B.S. Marg, Near Telephone Exchange, Ghatkopar West, Mumbai – 400 086, hereinafter jointly called **“THE TRANSFEREES”** (which expression shall unless repugnant to the context or meaning thereof mean and include their heirs, legal representatives, executors, administrators and assigns) **OF THE** **SECOND PART.**

**WHEREAS:**

1. Pursuant to an Agreement for Sale dated 1st November, 2013 executed by and between M/s. Kalpataru Ltd. (therein referred to as the Developer) of ONE PART and MR. AAKROSH RAKESHCHANDRA SHARMA and MRS. ANJALI AAKROSH SHARMA (therein referred to as “the Purchaser” and hereinafter referred to as “the Transferors) of the OTHER PART, the said MR. AAKROSH RAKESHCHANDRA SHARMA and MRS. ANJALI AAKROSH SHARMA purchased and the said M/s. Kalpataru Ltd. sold Flat No.202, on the 20th floor of C Wing, Building No.3 admeasuring 775 sq. feet Carpet Area equivalent to 72 sq. mtrs on the terms and conditions and for the consideration mentioned therein, situated at Kalpataru Aura, L.B.S. Marg, Opp. R–City Mall, Ghatkopar (W), Mumbai – 400 086 hereinafter referred to as the said Flat. The said Purchaser was also provided an exclusive periphery 2 (Two) car parking space in the basement of the said Building appurtenant to the said Flat. The said Agreement for Sale dated 1st November, 2013, was duly registered with the Sub – Registrar of Assurances Kurla – 4 under S. No. BDR14 -10907 of 2013 on 14th November, 2013.

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1. The Transferees of various flats/premises in the said building/s including Building No.3 of Kalpataru Aura have collectively formed themselves into a Co–operative Housing Society i.e. **Kalpataru Aura Bldg. No.3 A,B,C,D,E Co–operative Housing Society Ltd.** registered under the Maharashtra Co–operative Societies Act, 1960 under **Registration No. MUM/WN/HSG/TC/10699/2014 dated 21-10-2014** (hereinafter referred to as **“the said Society”**).
2. AND WHEREAS the said Society, pursuant to the said Flat No.202, C Wing, Building No.3, Kalpataru Aura issued to MR. AAKROSH RAKESHCHANDRA SHARMA and MRS. ANJALI AAKROSH SHARMA, the owner of the said Flat a Share Certificate No.\_\_\_\_\_ bearing 10 fully paid up Shares of Rs.50/- each bearing distinctive numbers from \_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_ (both inclusive), hereinafter referred to as “the said Shares”
3. The said Society has admitted the MR. AAKROSH RAKESHCHANDRA SHARMAand MRS. ANJALI AAKROSH SHARMAas its members.

1. The Transferors herein have represented to the Transferees that their title to the said premises is free, clear and marketable and that they are seized and possessed of or otherwise well and sufficiently entitled to the said premises and as such is entitled to sell and dispose of the said premises as the Owner thereof.
2. The Transferees have approached the Transferors with a request to sell, transfer, assign and convey the said premises, which request of the Transferees the Transferors has agreed to pursuant to their negotiations subject to the terms and conditions and for the consideration stated herein.
3. The Transferors have agreed to sell and the Transferees have agreed to purchase the said Flat and to be a member of the said Society and all the beneficial right, title and interest of the Transferors including (but not limited to) the proportionate share of the Transferors in the Sinking Fund, Reserve Fund and other assets in respect of the said Flat No.202, Building No.3, C Wing in the Capital and property of the Society at or for the total consideration of **Rs.2,25,00,000/- (Rupees Two Crore Twenty Five Lakh Only)** and on the terms and conditions hereinafter appearing.
4. The parties hereto are desirous of recording the said terms and conditions in the manner hereinafter appearing.

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**NOW THIS INDENTURE WITNESSETH and it is hereby agreed, confirmed and recorded by and between the parties hereto as follows:-**

1. The Transferors hereby declares that the statements, declarations and representations made by their in the foregoing recitals is true to their own knowledge and are made by their conscientiously believing the same to be true knowing full well that relying upon the said statements, declarations and representations to be true and correct the Transferees have agreed to purchase the said premises.
2. The aforesaid recitals shall form an integral part of the operative portion of this Agreement for Sale.
3. That the Transferors doth hereby sells, transfers, conveys and assigns all their right, title and interest in the said **Flat No.202, 20th floor, Building No.3, C Wing** of “Kalpataru Aura” admeasuring 775 sq. feet Carpet Area equivalent to 72 sq. mtrs along with 2 (Two) Basement Periphery car parking space in the Basement of the said Building on the terms and conditions and for the consideration mentioned therein, situate at Kalpataru Aura, Building No.3, L.B.S. Marg, Opp. R–City Mall, Ghatkopar (W), Mumbai – 400 086 belonging to the **Kalpataru Aura Bldg. No. 3 A,B,C,D,E Co–operative Housing Society Ltd.** together with all their right, title and beneficial interest to obtain all the benefits directly and/or indirectly attached to the said Flat and the said Shares, free from all encumbrances and reasonable doubts for the total consideration of **Rs.2,25,00,000/- (Rupees Two Crore Twenty Five Lakh Only) subject to 1% T.D.S.** as mentioned in clause 4 (b).
4. The Transferees have on or before execution of these presents paid a sum of Rs.1,55,00,000/- (Rupees One Crore Fifty Five Lakhs Only) to the Transferors towards part consideration/earnest money in respect of the said premises, the payment and receipt whereof the Transferors do hereby admit and acknowledge.
5. The Transferees further declare that they will deduct an amount of Rs.2,25,000/- (Rupees Two Lac Twenty Five Thousand Only) hereinafter referred to as “the TDS Amount” being 1% (One percent) of the total consideration amount as Tax Deducted at Source (hereinafter referred to as “TDS”) in terms of the provisions of the Income Tax Act, 1961 (hereinafter referred as “IT Act”) and that they will deposit the TDS amount of Rs.2,25,000/- (Rupees Two Lac Twenty Five Thousand Only) in terms of the IT Act with \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank and furnished to the Transferors the Form 26QB and the Taxpayers counterfoil as proof of payment thereof within one week from the date of registration of the said agreement.
6. The balance payment of Rs.70,00,000/- (Rupees Seventy Lakhs Only) (or of such suitable amount) shall be made by the Transferees by obtaining loan/financial assistance from any Bank and/or Financial Institution or Self Funding **on or before \_\_\_\_\_\_\_\_\_\_** and in any event simultaneous against delivery of the quiet, vacant and peaceful possession of the said premises in the manner mentioned in clause 6, 9, 10 (g) and12 hereinbelow.

The necessary receipts in respect of the amount/s paid by the Transferees to the Transferors are in terms of the Receipt annexed hereto.

1. The Transferors has assured, represented and covenanted with the Transferees that her title to the said premises is free, clear and marketable title and the Transferees have accepted the same. The Transferees may desire to obtain financial loan/assistance from any banking and/or non – banking financial company in respect of part of the consideration/purchase price and for the said reason the Transferors shall co-operate with the Transferees to enable the Transferees to secure the same by providing all requisite documents, papers, and/or writings as may be necessary and/or expedient for obtaining the loan/financial assistance, but at the costs of the Transferees. The full and final payment i.e. the entire consideration in respect of the said premises shall be paid by the Transferees **on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_**. Time is of the essence of this Agreement for Sale and for completion of the transaction contemplated under these presents and therefore a date for payment of the balance consideration is specified herein.
2. The Transferors have assured, represented and covenanted with the Transferees that their title to the said premises is free, clear and marketable title and the Transferees have accepted the same. The full and final payment i.e. the entire consideration in respect of the said premises shall be paid by the Transferees **on or before execution of this Agreement for Sale**. Time is of the essence of this Sale Deed and for completion of the transaction contemplated under these presents.

1. Simultaneously upon receipt of the full consideration as above, the Transferors shall deliver vacant and peaceful possession of the said Flat alongwith the 2 (Two) Periphery basement car parking to the Transferees as Owner thereof alongwith the said Shares, issued by the Society, execute the necessary transfer forms under the bye-laws of the Maharashtra Co-operative Societies Act, 1960, documents, writings, receipts and other relevant original title deeds in respect of the said premises.
2. The Transferors have obtained No Objection Letter from the said Society *inter alia* to the effect that the Society have no objection to the Transferees being admitted as member of the said Society and for the transfer of the said premises by the Transferors in favour of the Transferees and all incidental rights as such shareholder including transfer of the said Flat and car parking space/s appurtenant to the same and allotment thereof to the name of the Transferees in the records of the said Society. Simultaneous to the receipt of the entire consideration/purchase price in respect of the said premises**,** the Transferors shall apply to the said Society for transfer of the said Flat and the said Shares along with the required documents to the name of the Transferees and/or intimate the Society that the Transferees are entitled to be member of the said Society and to have the Shares in respect of the said Flat issued in their names.

1. Transferors shall by an appropriate writing resign as the members of the said Society and request the Society to admit the Transferees as members of the Society in place of the Transferors.
2. Transferees shall apply to the said Society to become members of the said Society and Transferors and the Transferees shall duly complete and sign the requisite transfer forms and other relevant forms, declarations for transfer of the said Shares from the names of the Transferors to the name of the Transferees.
3. The Transferors doth hereby covenant with the Transferees as follows:—
4. That the Transferors have duly paid and discharged in full all the dues and liabilities in respect of the said premises including the Municipal outgoings, taxes, rates, maintenance charges etc. payable to the said Society;
5. That the Transferors are the sole and absolute owner and beneficiary of the said premises duly standing in the name of the Transferors in the books and all other records of the said Society and is absolutely entitled to the same and to all incidental rights thereto and to exclusive rights to the use, enjoyment and occupation of the said Flat and car parking space/s and except the Transferors no other person or persons have any right, title, interest, claim or demand of any nature whatsoever unto or upon the said premises;
6. There are no minors interested in the said premises.
7. That notwithstanding any act, deed, matter or thing whatsoever done, omitted by the Transferors or any person or persons lawfully and equitably claiming by, from, through, or in trust for the Transferors, the Transferors have full power and absolute authority in their own right to transfer the said premises and to relinquish and transfer all their rights, title and interest therein in favour of the Transferees in the manner contemplated under these presents;
8. That neither the Transferors nor any one on their behalf have committed or omitted any act, deed, matter or thing whereby their holding of the said Shares and incidental rights thereto including the right to peaceful use, occupation, ownership and enjoyment of the said Flat and other rights and benefits in respect thereof may become or may be prejudicially affected or encumbered in any manner or whereby the said Shares and their other right, title and interest therein may become liable to attachment and/or sale whether by a decree or order of the Competent Court or otherwise;
9. That the Transferors have not created or purported to create any tenancy, license, charge, lease, mortgage, lien or any kind of third party rights over the said premises and no other person or party have any right, title or interest, claim or demand in to or upon the same either by way of mortgage, gift, trust, inheritance, lease or otherwise and that the same are free from all encumbrances and there is no pending litigation of any kind whatsoever in respect of the said premises;
10. That the Transferees shall on payment of the part consideration of **Rs.70,00,000/- (Rupees Seventy Lakh Only)** and on producing the necessary T.D.S. receipts/challan be peaceably and quietly entitled to hold and own the said Flat alongwith the car parking space/s appurtenant thereto and the said Shares and all incidental rights thereto including the right to enter upon and remain in sole occupation and enjoyment of the said Flat and/or any part thereof in the Transferees own right without any interference disturbance, interruption, claim or demand whatsoever by the Transferors and/or any person or persons lawfully and equitably claiming by from, through, under or in trust for the Transferors;
11. That the Transferors have duly complied with, observed, performed with all the Rules, Regulations and Bye–Laws of the said Society and that the Transferors have neither received any notice from the said Society for or in relation to any breach of any of the Rules, Regulations and Bye–Laws of the said Society nor are there any actions or proceedings pending against the Transferors instituted by the said Society or any member of the said Society in respect of the said premises including any notice or action for expulsion or termination of the Transferors as the member of the said Society.
12. The Transferors hereby agrees and undertakes not to do any act, matter, deed and/or thing whereby the right, title and interest of the Transferees in the premises is not prejudiced in any manner whatsoever;
13. That the Transferors has not received any notice for acquisition or requisition of the said Flat and/or the said Shares;
14. That there is no liability of Income Tax and/or of the business carried out by the Transferors in respect of the said premises, and
15. That the Transferors doth hereby agree to indemnify and keep indemnified the Transferees against any defect in title, omission, or mischief of any person wrongfully claiming any right, title or beneficial interest in the said Flat alongwith car parking space/s appurtenant thereto and/or the said Shares or compensation, claim, demand, fines, penalties, costs, charges and expenses or any other liabilities, inclusive of but not limited to litigation expenses whatsoever made or bought, against or incurred, suffered, levied or imposed pursuant to the transfer thereof under the terms of the present Agreement for Sale and/or by reason or by virtue of the non-performance and non-observance of any of the terms and conditions of this Sale Deed, covenants and provisions.
16. The Transferors shall bear and pay all outgoings in respect of the said Flat including all rates, taxes and charges for consumption of electricity, water etc. and all dues and charges payable to the said Society **till \_\_\_\_\_\_\_\_\_** and the Transferees shall bear and pay all such outgoings, dues and charges to the said Society from the date of receiving possession of the said Flat.
17. On receipt of the balance consideration of **Rs.70,00,000/- (Rupees Seventy Lakhs Only)** alongwith the necessary receipts/challan in respect of the T.D.S. deducted by the Transferees on the aggregate sale consideration of Rs 2,25,00,000/- (Rupees Two Crore Twenty Five Thousand only) from the Transferees the Transferors shall:
18. transfer in favour of the Transferees the amounts standing to their credit in the deposits, if any, or the sinking fund maintained by the said society and for that purpose, the Transferors shall sign and execute all necessary applications and other assurances as may be necessary or as may be determined or required by the said Society;
19. sign and execute in favour of the Transferees necessary applications, forms, deeds and other documents or writings as may be reasonably required by the Society for transfer of the said Shares and the said Flat and right to possess, use, occupy and enjoy the said Flat in favour of the Transferees and for implementing the terms of this Sale Deed.
20. Handover the quiet, vacant and peaceful possession of the said premises alongwith the keys thereto, all title deeds/documents, stamp duty and registration fees paid receipts, Index – II and all other writings and documents forming muniments of title to the said premises.
21. The Transferees hereby agree and confirm that the balance consideration/purchase price will remain a statutory charge on the said premises hereby conveyed under Section 55 (4) (b) of the Transfer of Property Act, 1882 and in the event of non – payment thereof the Transferors will be entitled to enforce the said charge through Court and the Transferees will be liable to pay all costs, charges and expenses incurred by the Transferors in enforcement of the charge.
22. This Agreement for Sale supersedes all earlier understanding, negotiations and/or writings, if any, exchanged by and between the parties hereto with respect to the said premises.
23. The stamp duty and registration charges in respect of the aforesaid Sale Deed shall be borne and paid by the Transferees only. The parties have also agreed to pay and bear equally the transfer fees of the said Society for the transfer of the said premises in favour of the Transferees.
24. In the event of any dispute pertaining to the terms and conditions of this Agreement for Sale is raised then in such event the same shall be referred to the Arbitration by appointment of sole arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended.

: SCHEDULE ABOVE REFERRED TO:

ALL THAT PREMISES being Flat No.202 admeasuring 775 sq. feet Carpet Area equivalent to 72 sq. mtrs on the 20th floor of the Building No.3, C Wing, of “Kalpataru Aura” belonging to the Kalpataru Aura Bldg. No. 3 A,B,C,D,E Co-operative Housing Society Ltd, alongwith 2 (Two) periphery car parking space in the basement and the said Shares issued by the said Society and all the incidental beneficial, right, title and interest in the capital and property of the Society by being admitted as its member situate, lying and being at and constructed on all that piece or parcel of land bearing C.T.S. Nos. 168A/A, 168A/1-28, 168A/31, 168A/33 and 168G (Part)Village Ghatkopar, Taluka Kurla, in the Registration District and Sub – District of Mumbai Suburban L. B. S. Marg, Ghatkopar (W), Mumbai – 400 086 Zone 102/486 A.

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

SIGNED AND DELIVERED by the )

Within named Transferors above named )

**MR. AAKROSH RAKESHCHANDRA SHARMA**)

**MRS. ANJALI AAKROSH SHARMA** )

In the presence of

1.

2.

SIGNED AND DELIVERED by the )

withinamed Transferees abovenamed, )

1. **MR. NIRMIT RATANSHI SENGHANI** )

2. **MRS. KRISHNA NIRMIT SENGHANI** )

In the presence of

1.

2.

**RECEIPT**

RECEIVED the day and year first hereinabove written of and from the within-named TRANSFEREES the sum of **Rs.1,55,00,000/- (Rupees One Crore Fifty Five Lakhs Only)**, inclusive TDS, being part consideration against sale of Flat No.202 on 20th floor of the Building No.3, C Wing of “Kalpataru Aura, L.B.S. Marg, Ghatkopar (West), Mumbai-400086, details of which are as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| Dated | UTR No./Cheque No. | Drawn on | Amount (Rs) |
| 05.12.24 | COSBH24340852043 | Cosmos Bank | 51,00,000/- |
| 07.12.24 | COSBH24342905121 | COSMOS Bank | 49,00,000/- |
| 07.12.24 | COSBH24342905060 | COSMOS BANK | 49,00,000/- |
|  |  |  | 6,00,000/- |
|  |  |  |  |
|  |  |  |  |
|  |  | TDS | 2,25,000/- |
|  |  | **Total** | **1,55,00,000/-** |

WE SAY RECEIVED

Rs.1,55,00,000/-

(Rupees One Crore Only)

MR. AAKROSH RAKESHCHANDRA SHARMA

MRS. ANJALI AAKROSH SHARMA

TRANSFERORS