**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made and entered at Mumbai this \_\_ day of July 2023 between

**(1)MR. PRADIP KUMAR PADMASAN MENON** age about \_\_\_ years **PAN:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **AADHAR**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(2) MRS. MADHURI MENON** age about \_\_ years **PAN:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **AADHAR:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ both residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as the **‘SELLER’** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their respective heirs, executors, administrators and assigns) of the ONE PART

**AND**

**MR. VISHWAJIT P SHENDGE** age about \_\_\_ years **PAN:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AADHAR:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

residing at Flat No. \_\_\_\_\_, Trump Tower, Pandhurang Budhkar Marg, Worli, Mumbai 400018 hereinafter referred to as the **‘PURCHASER’** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns) of the OTHER PART

The parties herein are individually referred to as the “**Party**” and collectively as the “**Parties**”.

**WHEREAS:**

a) By an Agreement to Sell dated 18th May 2017 registered under Sr. No. BBE4-3366-2017 Jawala Real Estate Pvt. Ltd. **(‘Developer’)** sold and transferred unto (1) MR. PRADIP KUMAR PADMASAN MENON (2) MRS. MADHURI MENON(**Seller herein**) all its share, right, title and interest in  **Residential** **Flat No.7601** admeasuring about **1408 sq. ft.** carpet area equivalent to 130.86 sq. mtrs. on the 76th floor along with exclusive right to use 3 (Three) car parking spaces bearing nos.\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_ in the building known as **MARQUISE B Wing** in the project known as **LODHA PARK** situated at Senapati Bapat Marg, Lower Parel, Mumbai 400 013 constructed on land bearing Cadastral Survey No. 464 of Lower Parel Division.

b) The Seller is also entitled to membership of **‘Marquise Cooperative Housing Society Limited’** a society registered under the Maharashtra Cooperative Housing Society Act 1960 having Sr. No. MUM/WG-S/HSG/(TC)1004/2021-22. The Society has not issued share certificate yet.

c) Hereinafter the said Flat, the car parking spaces, the membership of the Society clubhouse membership, amenities, advance Federation Common Area maintenance (‘FCAM’) credit and all incidental benefits are collectively referred to as the said ‘**Property**’.

d) The Society has issued a no objection certificate (“**NOC**”) dated **\_\_\_\_ \_\_\_\_\_\_\_** 2024for sale and transfer of the said Property in favour of the Purchasers. The same has been annexed herewith.

e) The Developer has issued a NOC for Sale and transfer of the Property in the name of the Purchasers. The same has been annexed herewith.

f) By public notice dated \_\_\_\_ \_\_\_\_\_ 2024 published in the newspapers Free Press Journal and Navshakti the Seller through Advocate Niyati Shah has invited claims, if any, against the Property. Advocate Niyati Shah by her letter dated \_\_\_ \_\_\_\_\_\_\_ 2024 has confirmed no claims being received and the Property being free of any claims. A copy of the public notice and no claim certificate has been annexed herewith.

g) At the request of the Purchaser, the Sellers hereby agree to sell and transfer all their share, right, title and interest in the flat in the manner as hereinafter appearing.

**NOW THIS AGREEMENT FOR SALE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1) The Sellers hereby agree to sell, transfer, convey, assign and assure unto the Purchaser and the Purchaser agrees to purchase and acquire from the Sellers all their share, right, title and interest in (i) **Residential** **Flat No.7601** admeasuring about **1408 sq. ft.** carpet area equivalent to 130.86 sq. mtrs. on the 76th floor along with exclusive right to use 3 (Three) car spaces bearing nos.\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_ in the building known as **MARQUISE B Wing** in the project known as **LODHA PARK** situated at Senapati Bapat Marg, Lower Parel, Mumbai 400 013 constructed on land bearing Cadastral Survey No. 464 of Lower Parel Division and (ii) the membership of **Marquise Co-operative Housing Society Ltd.(‘Society’)** clubhouse membership, amenities, advance Federation Common Area maintenance (‘FCAM’) credit and all incidental for a lump sum consideration of **Rs.8,50,00,000/- (Rupees Eight Crores and Fifty Lakhs Only).** The Purchaser has partly paid and agrees to pay to the Sellers the lump sum consideration in the following manner:

a. **Rs.11,00,000/- (Rupees Eleven Lakhs Only)** towards token money paid by the Purchaser to the Sellers prior to execution hereof as per receipt attached at the end of this document (receipt whereof the Sellers hereby admit and acknowledge hereunder).

b.  **Rs.8,50,000/- (Rupees Eight Lakhs and Fifty Thousand Only)** towards Tax to be deducted at source **(‘TDS’)**

c. **Rs.7,50,00,000/- (Rupees Seven Crores and Fifty Lakhs Only)** shall be paid by the Purchaser’s Bank to the Sellers towards Foreclosure of loan at the time of execution and registration hereof by Sellers in favour of the Purchaser.

d. **Rs. 80,50,000/- (Rupees Eighty Lakhs Fifty Thousand Only)** shall be paid by Purchaser to the Sellers subject to completion of all loan formalities, handover of original title deeds and possession of the Flat.

2) The Purchaser has informed the Sellers that he is intending to avail financial assistance from State Bank of India and the said amount shall be paid by the Purchaser’s Bank to the Sellers upon receipt of the TDS deduction Certificate and handing over original title deeds, Society’s NOC to mortgage and completion of other formalities. Provided however, the Purchasers may partly pay such balance amounts through self-contribution and partly by availing financial facility.

3) The Developer/Society transfer charges by whatever name or form of approx. 29,500/- (including GST) will be borne by the Sellers and the Purchaser in equal proportion. FCAM top-up charges to be paid to the Developer will be paid by Purchaser alone.

4) Time is the essence of this contract. Both the parties undertake to complete the sale and transfer of the Property within 90 days from execution hereof.

5) The Sellers hereby further declares, represents, warrants, confirms and assures to the Purchaser as follows THAT:-

(i) The Sellers represent that they have a running loan liability of 7,50,00,000/- (Rupees Seven Crores Fifty Lakhs Only) as on \_\_ April 2024 from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank Apart from this there is no other charge or any other form of third-party rights or claims or encumbrance in respect of the said Property and that until the completion of the sale transaction contemplated herein, the Sellers shall not mortgage or create any leave and license agreements , charge or any third-party rights in respect of the said Property or otherwise accept token or enter into any sale transaction with any other person/s. Upon the completion of sale transaction as contemplated herein, the Sellers or anyone claiming through or under the Sellers shall have no rights or claims of whatsoever in nature on the said Property.

1. The Sellers have all necessary power and authority to execute these presents and they are entitled to sell and transfer all their share, right, interest in the Property and that there is no impediment in the way of the Sellers so transferring the Property in the manner and in pursuance of this Agreement for Sale;
2. Save and except the loan mentioned above, the Sellers have a perfect, clear and marketable title to the Property;
3. The Property is free from all or any contracts, agreements and other encumbrances including but not limited to any mortgage, charge, pledge, lien, encumbrance, hypothecation, easement rights, contractual rights of set-off, attachments, or interests of any one under any conditional sale agreement, lease, leave or license agreement or other title retention arrangement or any other security interest, security arrangement of any kind, any contractual or lease hold rights or claims;
4. Save and except the Sellers, no other person has any right, title, interest or claim against the said Property;
5. The Sellers have not entered into any agreement/s with anyone or otherwise made any commitment/s for sale/ transfer of the Property except made between them and the Purchaser concerning or affecting the said Property or any portion thereof;
6. There are no actions, suits or proceedings pending or threatened against or affecting the said Property or any portion thereof or interest therein, or relating to or arising out of the ownership, management or operation of the said Property to the best knowledge of the Seller, in any Court or before or by any Government, Semi Government or Municipal Corporation or Local Society or Authority or Bank or Institution or by any other Organization or Person/s;
7. No notice of attachment has been issued attaching or causing to be attached the Property or any part thereof by Income-tax, Sales-tax or any other Government Department and
8. There are no dues or liabilities of any nature against the Property other than those pertaining to maintenance utilities, companies and property tax which shall be paid by the Sellers for the period till the date of possession of the Property has been handed over to the Purchaser on receipt of full consideration under this Agreement.

5) The Sellers are aware that the Purchaser has paid and agree to pay to the Sellers the consideration hereinabove mentioned inter alia relying upon the declarations, representations, warranties, confirmations and assurances made by the Sellers.

6) The Sellers shall indemnify and shall keep indemnified and saved the Purchaser against all claims to title by any third party and all such cost and/or expenses of enforcing the indemnity hereinabove contained shall be borne by the Sellers alone.

7) Upon receipt of the full and final consideration as mentioned above the Sellers will

1. Handover quiet, vacant, peaceful physical possession of the Property to the Purchaser and

(ii) All the rights to get the electric gas and other utility connections of the Property and respective deposits/credits standing in the name of the Sellers transferred in the Purchaser’s name.

8) If any dispute, difference or question at any time hereinafter arises between the parties hereto in regard to this Agreement including the terms and conditions hereof and/or interpretation hereof or otherwise relating to or touching the Property or any part thereof then the same shall be referred to arbitration as per the substantive and procedural laws of India before one or more Arbitrator(s) appointed by the parties hereto and the same shall be subject to and in accordance with the provisions of Arbitration and Conciliation Act 1996 or any statutory modification or enactment thereof for the time being in force. Such seat and venue of arbitration shall be Mumbai. Court(s) of Mumbai alone shall have the jurisdiction in that behalf. The language of the arbitration will be English.

9) The Sellers will pay all the proportionate rent, rates, taxes, maintenance and outgoings including the property tax, electricity, gas, maintenance charges etc. in respect of the Property till the date of possession being handed over to the Purchaser and the same for the period thereafter shall be paid by the Purchaser. In the event if demands are raised for any such amounts including property tax as aforesaid subsequent to execution of this Agreement for the period prior to date of possession being handed over to the Purchaser, then the same shall be paid/reimbursed by the Sellers.

10) The Sellers hereby agree to do and execute all other acts, deeds, matters and thins as may be required by the Purchaser for purpose of completion of the sale and transfer of the Property.

11) This agreement shall not be amended, modified or supplemented, except by a written instrument executed by both the parties hereto. This agreement supersedes all prior writings executed between the parties or between any of them and particularly the understanding / agreement reached between the Sellers and the Purchaser in respect of the said Property.

12) All notices, consents and approvals to be given under this agreement shall be in writing. The Notice shall always be served either through Registered Post with Acknowledgment Due OR through courier service of repute to the address of the respective party as mentioned above OR through email as mentioned below:

Seller’s email : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Purchaser’s email : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE HEREINABOVE REFERRED TO:**

(Description of Property)

**ALL THAT Residential** **Flat No.7601** admeasuring about **1408 sq. ft.** carpet area equivalent to 130.86 sq. mtrs. on the 76th floor along with exclusive right to use 3 (Three) car parking spaces bearing nos. \_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_ in the building known as **MARQUISE B Wing** in the project known as **LODHA PARK** constructed on land bearing Cadastral Survey no. 464situated at Senapati Bapat Marg, Lower Parel, Mumbai 400 013 in the Registration District of Mumbai City and Mumbai Suburban.

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

**SIGNED AND DELIVERED**

BY THE WITHINNAMED **SELLER**

1. **MR. PRADIP KUMAR PADMASAN MENON**
2. **MRS. MADHURI MENON**

in the presence of Witness

1)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SIGNED AND DELIVERED**

BY THE WITHINNAMED **PURCHASER**

**MR. VISHWAJIT P SHENDGE**

in the presence of Witness

1)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RECEIPT**

We acknowledge receipt of money paid to us by the abovenamed PURCHASER in the manner as setout herein:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| SR  NO | CHEQUE NO | DATE | BANK | AMOUNT  (IN RS) |
| 1 | 000040 | 9th April 2024 | Bank of Baroda | 11,00,000/- |
|  |  |  |  |  |
|  |  |  |  |  |
|  | **TOTAL** |  |  | **11,00,000 /-** |

I SAY RECEIVED

1. **MR. PRADIP KUMAR PADMASAN MENON (2) MRS. MADHURI MENON**

SELLERS