

SALE DEED

THIS AGREEMENT made at _____ on _____ this day of **September Two Thousand Twenty-Six BETWEEN MR.HIRESHA BASAPPA SANGATI** of **40** years, Indian Inhabitant residing at Room No.B/12,Second Floor Maa Durgamata Co-operative Housing Society Ltd, Hanuman Chowk, Mulund East,Mumbai-400081,Maharashtra hereinafter referred to as "**THE TRANSFEROR**" (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the "**ONE PART**". AND 1)**MR. DEVDAS JOHN SAMSON** of ... years, Indian Inhabitant, residing at near Vishnu Tower, Navdeep Mitra Mandal, 23,3/16,Sejo furniture galli, P.K.Road, Ramgad Nagar, Mulund(West) Mumbai-400080, Maharashtra 2) **MRS DWARKA DEVDAS SAMSON** of 42 YEARS, Indian Inhabitant, residing at near Vishnu Tower, Navdeep Mitra Mandal, 23,3/16,Sejo furniture galli, P.K.Road, Ramgad Nagar,Mulund(West) Mumbai-400080,Maharashtra hereinafter referred to as "**THE TRANSFEREE**" (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the "**OTHER PART**".

WHEREAS

(a) The Transferor is seized and possessed of or otherwise well and sufficiently entitled to residential Flat bearing No.B/12 admeasuring 225 Sq. Ft. of Carpet area on the second FLOOR of the building known as "MAA DURGAMATA CO-OPERATIVE HOUSING SOCIETY LTD" situated at L. T. ROAD, MULUND (EAST), MUMBAI 400081. Hereinafter referred to as (the said flat") The said property has been allotted by M/s. Siddhivinayak Constructions on dated 10.02.2001 under SRA Scheme.

(b) The Transferor Smt.Suhasini Namdar was the original owner of the said property after her death as per the details mentioned in the WILL her granddaughter Miss Manasi Milind Namdar becomes the legal heir as well as the registered member and shareholder of "MAA DURGAMATA CO-OPERATIVE HOUSING SOCIETY LTD. We are the three the names mentioned as confirming parties are the only legal heir of the property no other person is eligible to become legal heir other than these three names. A Society registered under the Maharashtra Co-operative Societies Act, 1960 under the Registration No.BOM/WT/HSG/TC/8605 July 7 of 1997 (hereinafter referred to as "the said society") and as such is the registered holder of FIVE shares of the value of Rs.50/-(Rupees Fifty Only) the aggregate value of Rs.250/-(Rupees Two Hundred and Fifty Only) bearing distinctive nos. 16 to 20 (both inclusive) issued by the said Society (Hereinafter referred to as "the said shares") and bearing Certificate, No.4 in respect of the Ownership of the said Flat The said Flat and the said shares are more particularly described in the schedule herein under written and are hereinafter collectively referred to as "the said premises".

(c) The Transferors as the Owner of the said premises is entitled to sell transfer convey and assign all his right, title and beneficial interest in the said premises in favour of the Transferee; circular no. 145 dated 24.10.2013 issued by SRA Authority (SRA Flat can be sold after 10 years from the date of allotment)

(d) The Transferee has agreed to purchase and acquire from the Transferor the said premises together with the Transferors' right, title and interest therein, free from all encumbrances and reasonable doubts to which the Transferor has agreed upon the terms and conditions recorded hereinafter;

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

1) RECITALS

The aforesaid recitals shall form an integral part of this Agreement.

2) COVENANT TO SELL AND PURCHASE

The Transferors shall sell and the Transferee shall purchase the said premises i.e. residential Flat No. B/12 admeasuring 225 Sq. Ft. of the Carpet Area on the SEVEN Floor of the building known as belonging "MAA DURGAMATA CO-OPERATIVE HOUSING SOCIETY LTD" situated at L.T RAOD, MULUND (EAST), MUMBAI-400081 together with five fully paid-up shares of Rs.50/- each aggregating to Rs.250/-(RUPEES TWO HUNDRED FIFTY ONLY) and bearing Certificate No.04 of the said society more particularly described in the Schedule hereunder written together with their accupurtenances, free from all encumbrances and reasonable doubts.

3) CONSIDERATION/PRICE

The consideration of the Transferors having agreed to sell the said premises to the Transferee, the Transferee shall pay to the said premises to the Transferor a total consideration of Rs. 42,00,000/- (Rupees Forty Two Lakhs Only) as per the following:-

- a) Rs.50,000/- UPI No 659789923858
- b) Rs.450,000/-Cheque No..... dt.....
- c) Rs.37,00,000/-which is paid through Bank Loan Name of the Bank.....Branch.....by
(NEFT/RTGS/Demand Draft/Cheque)

4) COMPLETION OF SALE

As the full consideration as stated in sub-clause 3 above has been fully-paid by the Purchase/transferee the Transferor shall deliver quite, vacant and peaceful possession of the said flat to the Transferee as owner thereof along with the said Original Share Certificate in respect of the said shares and other relevant original title deeds in respect of the said flat.

It was agreed between the parties to execute the sale deed only after the completion the specified period as per circular No.145 dated 24 10.2013 issued by SRA Authority (SRA Flat can be sold after 10 years from the date of allotment). The said agreement to sell was also signed with an intention to complete the sale transaction and execute a registered sale deed after the period prescribed by the above mentioned circular. Accordingly, an irrevocable power of attorney was executed in favor of the purchaser/transferee at that time after having received consideration for the said agreement.

5) DECLARATIONS AND COVENANTS OF THE TRANSFEROR:

The Transferor hereby declares, confirms and covenants with the Transferee as follows:-

(a) That the Transferor is the sole and absolute owner and beneficiary of the said premises duly standing in the name of the Transferor in the books and all other records of the said society and is otherwise entitled to the same and to all incidental rights thereto and to the exclusive rights for use, enjoyment and occupation of the said flat and except the Transferor no other person or persons have any right, title, interest, claim and/or demand of any nature whatsoever unto or upon the said premises. That the Transferor title to the said premises is free from all encumbrances and reasonable doubts

(b) That notwithstanding any act, deed, matter or thing whatsoever done or omitted to be done by the Transferor or any person or persons lawfully and equitably claiming by, from, through or in trust for the Transferor, the Transferor has full power and absolute authority in his own right to transfer the said premises and to relinquish and/or transfer all his right, title and interest therein in our of the Transferee;

(c) That neither the Transferor nor any one on his behalf committed or omitted to do any act, deed, matter or thing whereby his 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 his 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;

(d) That the Transferor has 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 has any right, title, interest, claim or demand into 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 and further that the Transferor shall so long as this agreement is valid, not enter into any Agreement/writing with any third party for creating any right of whatsoever nature in respect of the said premises;

(e) The Transferor has duly paid and discharged in full all the dues and liabilities in respect of the said premises including the Municipal outgoings, taxes, rates, Cess, maintenance charges and all other outgoings etc. payable to the said society upto the date hereof;

(f) That the Transferor has duly complied with and observed all the Rules, Regulations and Bye-Laws of the said Society and that the said Transferor has neither received any notice from the said Society and any member of the said Society in respect of the said premises including any notice or action-for-expulsion or termination of the Transferor as: member of the said Society;

(g) That there are no proceedings instituted by or against the Transferor in respect of the said premises and/or pending in any Court of Law or before any authority. No lease pending notices are existing in respect of the said premises.

(h) That the Transferors is not directly and/or indirectly refrained prevented and/or prohibited by any Court of Law or authorities: including Taxation authorities or otherwise from entering into the present Agreement for the sale of the said premises with the Transferee.

(i) There are no insolvency notices or petitions or proceedings pending against the Transferors

(j) That the Transferee shall, on completion of the transfer, peaceably and quietly be entitled to hold and own the said Flat and the said shares and all the incidental rights thereto including the right to enter upon remain in sole occupation and enjoyment of the said Flat in the Transferee own right without any interference disturbance, interruption claim or demand whatsoever by the Transferor and/or by any person on premises lawfully and equitably claiming by from through under or in trust for the transferor.

(k) The Transferors shall, on completion of transfer also transfer in favour of the Transferee the amounts standing to his credit in the deposits, if any, or the sinking fund maintained by the said society and for that purpose, the Transferor shall sign and execute all necessary applications and other assurances as may be necessary or as may be required by the said society.

(l) The Transferor shall, at the time of completion of sale and thereafter also, sign and execute in favour of the Transferee necessary applications, forms, deeds and other documents or writings as may be reasonably required by the said society for transfer of the said shares and the said Flat and the right to possess, use, occupy and enjoy the said Flat in favour of the Transferee and for implementing the terms of this Agreement.

6) TAXES AND OUTGOINGS

The Transferor shall bear and pay all outgoings respect of the said premises including all rates, taxes and charges for consumption of electricity, gas, water etc. and all dues and charges payable to the said Society and/or concerned Authorities till the date of completion of sale and the Transferee shall bear and pay all such outgoings, dues and charges to the said Society and/or concerned Authorities from the date of completion of sale and receiving possession of the said Flat. The transferee agrees to pay all outgoing of the society pending as on date

7) STAMP DUTY, REGISTRATION CHARGES AND MISC. EXPENSES

The stamp duty and registration charges, on this instrument and on the Deed of Transfer recording the Completion of Sale shall be borne and paid by the Transferee alone. The transfer fees/donations/other charges etc. payable to the said Society for the transfer of the said premises in favour of the Transferee is the sole responsibility of the transferee

8) INDEMNITY BY TRANSFEROR

That the Transferor hereby indemnifies and agrees to keep indemnified the Transferee against any defect in title, omission, or mischief of any person wrongfully claiming any right, title or beneficial interest in the said Flat and/or the said Shares or in respect of any compensation, claims, demands, fine, penalties, costs, charges and expenses or any other liabilities whatsoever made or brought, against or incurred, suffered, levied or imposed pursuant to the transfer of the said premises under the terms of this Agreement and/or by reason or by virtue of the non-performance and non-

observance of any of the terms and conditions of this Agreement, covenants and provisions hereof

9) DEFAULT AND CONSEQUENCES OF DEFAULT

(i) In the event of the sale not being completed due to any willful default on the part of the Transferor, the Transferee shall have the right to require specific performance of this Agreement by the Transferor.

(ii) In the event of the sale not being completed due to any willful default on the part of the Transferee, the Transferors shall have the right to require specific performance of this Agreement by the Transferee or alternatively to forfeit the earnest money paid as and by way of mutually agreed liquidated damages. However, the Transferor shall not be entitled to forfeit the earnest amount as provided above unless he shall first give written notice of 7 days to the Transferee requiring him to complete the transaction.

10) NOTICES

All communications required to be given under this Agreement shall in writing and may be delivered and shall be deemed to have been received if sent through post, fax, e-mail, courier or any other acceptable means of communication. The address for service of the same of the parties shall be as mentioned in the beginning of the present Agreement

11) ENTIRE AGREEMENT

This Agreement (including the Schedules and Annexure) constitute the entire Agreement between the Parties hereto and shall supersede all prior Agreements, letters of intent and understandings, both written or oral, arrived at between the parties with respect to the subject matter.

12) AMENDMENT AND MODIFICATION

This Agreement shall not be amended or modified except by way of an instrument in writing signed and executed by both the parties

13) GOVERNING LAW, ARBITRATION AND JURISDICTION OF THE COURTS

(i) This Agreement as also its formation, execution, validity, interpretation and implementation shall be governed by and construed in accordance with the laws of India.

(ii) Any disputes and/or differences arising out of this Agreement or from the interpretation of the terms and conditions, or non-compliance on non-payment there under, the same shall be resolved mutually and amicably by both the parties. If it cannot be so resolved mutually and amicably, the same shall be referred to Arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any other relevant Arbitral law for the time being in force. The Arbitration Proceedings shall be held in English language in the City of Mumbai. Courts Mumbai alone shall have exclusive jurisdiction to try and entertain all disputes arising between the parties hereunder.

THE SCHEDULE ABOVE REFERENCE TO

(The said premises)

Flat No. B/12, B wing Second Floor of building MAA DURGAMATA CO-
OPERATIVE HOUSING SOCIETY LIMITED admeasuring area 225 Sq.ft.
carpet situate at CTS No.685 and 686 at Mulund East Mumbai-400081,
District-Mumbai, Maharashtra within the limits of Brihanmumbai
Municipal Corporation within the limits of Registration District

IN THE WITNESS WHEREOF the Transferor and the Transferee have set and
subscribed their respective hands to this writing the day and year first
hereinabove written

Mr.Hiresha Basappa Sangati

SIGNED AND DELIVERED by

Within name,

.....

The Transferor signed and delivered

By within name,

1.Mr. Devdas John Samson

2.Mrs.Dwarka Devdas Samson

The Transferees above named,

Signed and delivered by within the

Name in the presence of

1.

2.

