

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on this _____ day of April, 2023.

BETWEEN

1) MR. KANISHKA CHAUDHARY, aged **48** years, PAN: **ADXPC6975A** & **2) MRS. JAYATRI DASGUPTA**, aged **46** years, PAN: **AFVPG6829H**, both adults, Indian Inhabitants, having address at **Flat No. A-601, Lake Primrose ABC CHS LTD, Phase - 4, Lake Homes, Off. Adi Shankaracharya Marg, Near Gopal Sharma School, Powai, Mumbai - 400076**, Hereinafter collectively referred to as **"THE SELLERS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs executors, administrators and assigns) of the **ONE PART**

AND

1) MS. MANASI DASHARATH MEMANE, aged **36** years, PAN: **AVOPM2814M** & **2) MR. KARTHIK VIDYANATHAN VIDYASUBRAMANIYAN IYER**, aged **36** years, PAN: **AASPI9165Q**, both adults, Indian Inhabitants, having address at **at Flat No. B-204, Saishilp Society, Near Vivekanand Statue, Bibvewadi, Pune, Maharashtra - 411037**. Hereinafter collectively referred to as **"THE PURCHASERS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns) of the **OTHER PART**.

The terms **"THE SELLERS"** and **"THE PURCHASERS"** are hereinafter for the sake of brevity and convenience collectively referred to as the **"PARTIES"**.

WHEREAS THE SELLERS HEREBY EXPRESSLY REPRESENT AND
DECLARE TO THE PURCHASERS AS FOLLOWS:

- a) By an “**Agreement for Sale**” Dated 31th December 2009, made and registered before the Sub-Registrar of Assurances vide **Sr. No. BDR13-01676-2010** on 16-02-2010 between **EKTA SUPREME HOUSING**, a Partnership Firm registered under the Indian Partnership Act, 1932 and having its principal place of business at “Lake Homes”, Off. Adi Shankaracharya Marg, Near Gopal Sharma School, Powai, Mumbai-400076, (therein referred to as ‘The Developer’) of the One Part and **1) MRS. RUKMINI RATH & 2) MR. UMANATH RATH** therein referred to as “The Purchaser” of the Other Part, the latter had purchased and acquired a Flat on ownership basis for the price and upon the terms and conditions therein contained and paid the full consideration therefore and took the vacant and peaceful possession and became absolute owners of **Flat No. 601** admeasuring **78.13 sq. mtrs. Carpet Area** on **6th Floor** in **A-Wing** of the building known as “**Lake Primrose**”, situated at **Sub-Plot No. 1, Phase-IV, Lake Homes, Off. Adi Shankaracharya Marg, Powai, Mumbai- 400076**, (Hereinafter referred to as “**the said Flat**”) and constructed on all those piece and parcel of Land bearing **CTS No.11B/1A, 11B/4 (Part) and 11B/8** of **Village : Chandivali, Taluka : Kurla**, more particularly described in the schedule written upon the terms and conditions therein contained.
- b) By an “**Agreement for Sale**” Dated – 30th day of May, 2015, registered before the Sub-Registrar of Assurances vide **Sr. No. KRL3 / 4264 / 2015** on 30-05-2015 between **1) MRS. RUKMINI RATH & 2) MR. UMANATH RATH**, (therein referred to as “The Transferors” of the ONE PART) and **1) MR. KANISHKA CHAUDHARY & 2) MRS. JAYATRI DASGUPTA**, therein collectively referred to as “The Transferees” of the OTHER PART, the former sold all their right, title and interest in the Said Flat for the price and upon terms and conditions therein contained. The Transferee therein paid full consideration thereof and took the vacant and peaceful possession of the said Flat and became absolute owners of the said Flat.
- c) Whereas Flat purchasers of the said building have formed a Co-operative Housing Society namely ‘**Lake Primrose ABC Co – Operative Housing Society Limited**, a Society registered under the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. **MUM-2 / WL /**

HSG / TC / 10627 / 2013-2014 / YEAR 2013 Dated 26.09.2013 and the said **1) MR. KANISHKA CHAUDHARY & 2) MRS. JAYATRI DASGUPTA** are registered members of the said Society and Share Holders of **10 (Ten) Shares of Rs.50/- each**, bearing **Distinctive Nos. 301 To 310 (Both Inclusive)** vide Share Certificate No. **031** (hereinafter called "**the said Shares**").

- d) That in the premises aforesaid the SELLERS are legally entitled to the said Flat and the said shares together with benefits attached to it and that neither the SELLERS herein either personally or through any of their agent/s or constituted attorney at the time of execution of this agreement either created or agreed to create any Third party rights or right, title, interests or claim whatsoever in respect of the said Flat.
- e) That the title of the SELLERS in respect of the said Flat with benefits attached to it is absolutely clear and marketable, free from all encumbrances and reasonable doubts including free from any Third party adverse deal, arrangements, understanding, agreement, agreement for sale, agreement for lease, transfer or assignment, conveyance, release, relinquishment, surrender, gift, exchange, lease, leave and licence, charge, mortgage or any other encumbrances.
- f) That the SELLERS are in the exclusive and absolute possession of the said Flat with the full lock and key control with the actual custody and dominion over the possession of the said Flat with the said shares and benefits and that neither the SELLERS hereof at any time either agreed to induct or inducted any Third party in use, occupation, possession and/or enjoyment of the said Flat or any part or portion whereof, in any way or any manner whatsoever.
- g) That the SELLERS herein have not been disqualified or rendered disentitled either at law, equity or otherwise on account of any action, steps or proceedings or any act of commission or omission including any forfeiture, confiscation, acquisition, requisition and/ or reservation and otherwise and there was no and there is no dispute filed or pending or disposed off against them in respect of the said Flat or in respect of the said building and the said property to the knowledge, notice (expressed and/or implied) and/or information of the SELLERS.

- h) That the SELLERS herein have duly complied with, observed, performed all the rules, regulations and bye-laws of the said Society and that the SELLERS 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 SELLERS instituted by the said Society or any member of the said Society in respect of the said Flat including any notice or action for expulsion or termination of the SELLERS as the members of the said Society;
- i) That in the manner aforesaid the SELLERS have truly, honestly, bona-fide and in good faith disclosed to the PURCHASERS, all the material facts and circumstances in respect of the said Flat with said shares and said benefits without making any untrue, incorrect, dishonest and/or fraudulent and mala-fide representations (or any misrepresentation to or concealment from the PURCHASERS in bad faith), of anything whatsoever in that behalf and in any manner whatsoever.

AND WHEREAS upon the strength of the representation and declaration made by the SELLERS to the PURCHASERS, the parties have negotiated for sale and purchase of the said flat and said benefits with all incidental benefits and right, title, interest, claim, estate, possession and property rights in respect thereof at law, equity and otherwise at or for the Total Consideration price of **Rs. 2,90,00,000/- (Rupees Two Crore Ninety Lakh Only)** payable to the SELLERS with vacant and peaceful possession of the said Flat with said benefits being handed over to the PURCHASERS with legal right to have and call for all relevant deeds, documents, papers and writings from the SELLERS and the concerned parties contemplated by law as hereinafter mentioned in these presents with otherwise clear & marketable title free from all encumbrances and reasonable doubts. The said Total Consideration price is inclusive of cost of amenities, furnitures, appliances, fittings etc. lying and attached to the Said Flat and various deposits, credits, sinking Fund, Club house deposit, advances etc. paid by the SELLER to the Builder / Promoter / Society and other authorities in respect of the Said Flat.

AND WHEREAS the SELLERS have informed the said society under the Bye-laws to transfer the shares and interest in the capital/property of the society and obtained the necessary permission from the said society to sell, transfer and assign the said Flat and the said Shares to the PURCHASERS.

AND WHEREAS now the parties are desirous of executing this regular agreement in respect of the said Flat and the said shares in the said building on the said property with said benefits and accordingly the parties have hereby mutually agreed upon certain terms, conditions, stipulations & covenants in that behalf as hereinafter appearing:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The SELLERS hereby declare and confirm that what is recited hereinabove in respect of the said Flat and the said shares shall be treated as representations and irrevocable declarations on their part as if the same are reproduced herein in verbatim and form part of this clause. The SELLERS hereby confirm that the PURCHASERS have agreed to purchase the said Flat and the said shares relying upon the correctness of the declarations and representations made by the SELLERS in these presents.

2. The SELLERS shall sell, transfer, assign and assure to the PURCHASERS and the PURCHASERS shall purchase and acquire the said Flat viz. **Flat No. 601** admeasuring **78.13 sq. mtrs. Carpet Area** on **6th Floor** in **A-Wing** of the building known as "**Lake Primrose ABC Co-operative Housing Society Limited**", situated at **Sub-Plot No. 1, Phase-IV, Lake Homes, Off. Adi Shankaracharya Marg, Powai, Mumbai- 400076**, (Hereinafter referred to as "**the said Flat**") and constructed on all those piece and parcel of Land bearing **CTS Nos.11B/1A, 11B/4 (Part) and 11B/8** of **Village : Chandivali, Taluka : Kurla**, more particularly described in the schedule hereunder written free from all encumbrances at or for the price **Rs. 2,90,00,000/- (Rupees Two Crore Ninety Lakh Only)** being full & final consideration amount to be paid by the PURCHASERS to the SELLERS in the following manner:
 - a) **Rs. 29,00,000/- (Rupees Twenty-Nine Lakh Only)**, as per below table, being the Token Amount/ First Part Payment amount paid by the PURCHASERS to SELLERS, the receipt whereof the SELLERS do hereby admit and acknowledge.

Date	Transaction Details	Amount Figure (₹)	Amount Word (Rupees)
16-Apr-23	Through IMPS -UTR No 310620960751 dated 16 th Apr 23	25,000.00/-	Twenty-Five Thousand Only/-
17-Apr-23	Through NEFT -UTR No KKBKH23107762452 dated 17 th Apr 23	8,75,000.00/-	Eight Lakhs Seventy-Five Thousand Only/-
20-Apr-23	Through Cheque No 026211 drawn on ICICI Bank dated 20 th Apr 23	20,00,000.00/-	Twenty Lakhs Only/-
	Total	29,00,000.00/-	

- b) **Rs. 1,33,10,000/- (Rupees One Crore Thirty-Three Lakhs Ten Thousand Only/-) vide Cheque No. _____ dated 24th April 2023, drawn on ICICI Bank, _____ Branch,** being the Second Part Payment by the PURCHASERS to SELLERS, the receipt whereof the SELLERS do hereby admit and acknowledge.
- c) **Rs. 2,90,000/- (Rupees Two Lakh Ninety Thousand Only)** being the TDS @1% to be deposited by the PURCHASERS in the name of SELLERS as per Section 194IA of the Income Tax Act and the same shall be deemed to be received by the SELLERS and the PURCHASERS shall deposit the said TDS and shall produce the TDS Challan to the SELLERS on or before 6 (Six) Days after registration of this Agreement for sale.
- d) The balance consideration of **Rs. 1,25,00,000/- (Rupees One Crore Twenty-Five Lakh Only)** towards the Purchase of the Said Flat will be paid to the SELLERS through bank loan. The aforesaid payment shall be paid in name of the SELLERS vide Demand Draft or Bankers Cheque in the name of the FIRST SELLER – MR. KANISHKA CHAUDHARY within 30 days after execution of this agreement, against the vacant and peaceful possession of the said Flat, provided the SELLERS produce all the necessary title documents and NOC required by the PURCHASERS for availing housing loan.

In performing their part of the contract both the parties shall be entitled to specific performance of this Agreement together with right to claim costs, charges and expenses and losses from the other.

3. The SELLERS will hand over all the original chain of documents and share Certificate to the PURCHASERS's Bank for Disbursement of Loan amount of Rs. 1,25,00,000/- (Rupees One Crore Twenty Five Lakh Only) from Bank in favour of the SELLERS It is agreed that the PURCHASERS herein shall be entitled to receive all other title deeds and peaceful possession of the said Flat from the SELLERS on the day of the payment of the balance consideration amount of Rs. 1,25,00,000/- (Rupees One Crore Twenty Five Lakh Only) as stated hereinabove. That in the unlikely event the loan transaction is declined, the entire chain of original documents will be returned to the SELLERS by the PURCHASERS through their Bank without any delay.
4. It has been expressly agreed by the parties herein, that the time should be of essence of the Contract, as far as the payment of above given balance consideration and for handing over vacant and peaceful possession of the said Flat to the PURCHASERS with clear and marketable title free from all encumbrances.
5. If in any event the SELLERS are not able to provide the necessary documents like Original Agreement, Share Certificate etc., not able to provide transfer and possession of the said Flat or any legal documents pertaining to the sale / for Home Loan consideration or Society NOC for the Sale OR if Society doesn't allow to sell/transfer the Flat within 30 days after execution of this Agreement, In these event the SELLERS will return the entire amount paid by the PURCHASERS till such date including TDS amount (if paid) along with the Additional amount of **Rs. 10,00,000/- (Rupees Ten Lakh Only/-)** as Penalty via demand draft/ bankers cheque in the name of PURCHASERS payable in Mumbai within 15 days and both the parties shall sign and register the Deed of Cancellation.
6. If in any event, if the PURCHASERS fail to complete this transaction within 30 days after execution of this agreement for any reason whatsoever except in condition where the Bank/ Financial institutes refuses to disburse loan on condition of legal formalities not being completed from the SELLERS in providing original documents in respect of the said flat and NOC to Bank, in that case the SELLERS will return the entire money paid by the PURCHASERS till such date including TDS amount if Paid after deducting **Rs. 10,00,000/- (Rupees Ten Lakh Only/-)** as Penalty The SELLERS will return the money via a demand draft / Bankers Cheque payable in Mumbai

within 15 days and both the parties shall sign and register the Deed of Cancellation.

7. On receiving the balance consideration amount, the SELLERS shall surrender their right, title and interest in favour of the PURCHASERS and the PURCHASERS shall be entitled to receive vacant, peaceful and physical possession of the said Flat, peaceably and quietly be entitled to own and hold the said Flat and the said Shares, all incidental rights thereto including the right to enter upon and remain in sole occupation and enjoyment of the said Flat together with the fittings, fixtures furniture and other amenities provided by the said SELLERS thereof without any interference, disturbance, interruption, claim or demand whatsoever by the Transferor and/or any person or persons lawfully and equitably claiming by, from, through, under or in trust for the SELLERS.
8. The SELLERS have obtained the necessary permission from the said society to transfer all their rights, title, claim, interest and benefits whatsoever enjoyed by the SELLERS including the shares, deposits, if any, in favour of the PURCHASERS and shall co-operate for further assuring in law and for better and more perfectly transferring all the rights, interest and benefits of the SELLERS in respect of the said Flat unto the PURCHASERS for exclusive use of PURCHASERS thereof as aforesaid.
9. The SELLERS hereby declare that there are no pending disputes in respect of the said Flat and that they are responsible for unpaid liabilities under any tax laws including any incidence of stamp duty, registration, municipal taxes and VAT taxes, Service Tax and Society Maintenance.
10. The SELLERS hereby undertake to and agree:
 - The property is sold on "AS IS WHERE IS" basis.
 - All liabilities of the SELLERS will be settled with respective parties including the Society and they will not transfer such liabilities to the PURCHASERS.
11. The SELLERS covenant with the PURCHASERS that they are the absolute owners of the said Flat and the said shares hereby agreed to be transferred and sold and no other person or persons has or have any right, title, interest in property claim or demand of any nature whatsoever in or upon the said shares and in the said Flat whether by way of sale, charge, mortgage, lien,

gift, trust, inheritance, lease, licences, easement or otherwise howsoever and they have good right, full power and absolute authority to transfer and sell the same to the PURCHASERS.

12. The SELLERS further covenant with the PURCHASERS that they have not created any charge or encumbrance of whatsoever nature on the said shares or the said Flat nor are the same or any of them the subject matter of any litigation or stay order nor are the same or any of them the subject matter of any attachment whatsoever (whether before or after judgement) or any prohibitory order and they have not created any adverse right whatsoever in favour of any of one in respect of the same or any of them.
13. The SELLERS hereby undertake to indemnify and keep indemnified the PURCHASERS against all claims, demands, proceedings, costs and expenses in connection with any liability which the PURCHASERS may have to suffer or incur due to the claims from Society, Govt. authorities, Stamp authority, Sub-Registrar, competent authorities and/or any Third party relating to the said Flat sustained prior to the execution of these presents.
14. The SELLERS shall hand over to the PURCHASERS all those relevant papers, documents in their possession and control relating to the said Flat immediately on receiving the balance consideration amount and shall also sign such other papers, applications, forms and declarations as may be required by the said PURCHASERS from time to time for effectual transfer of the said Flat in the name of the PURCHASERS.
15. The SELLERS hereby declare that the said Flat is the self-acquired property of themselves and that no one else except them have any right, title and interest in respect of the said Flat and the PURCHASERS shall after payment of full consideration quietly and peacefully possess and occupy and enjoy the said Flat without any let, hindrance, denial, demand, interruption or eviction by the SELLERS or any other person lawfully or equitably claiming through, under or in trust for the SELLERS.
16. That after receiving the full and final payment as aforesaid from the PURCHASERS, neither the SELLERS nor their legal heirs, executors and administrators will have any right, title, interest or claim to the said Flat. The TRANSFEROR hereby undertakes and declares that in case any nomination, assignment, lien or charge in respect of the said Flat has been

made and/or created by the SELLERS and/or any one claiming through them prior to day of execution of this Agreement for sale, the same shall after execution of this Agreement, be deemed to be null and void, inoperative, cancelled and deemed to be withdrawn and not binding on the said Society and/or the PURCHASERS;

17. The SELLERS hereby covenant with the PURCHASERS that they shall pay to the said society all their shares of taxes, utility bills and outgoings etc. up to the date of handing over the possession of the said Flat to the PURCHASERS.
18. The PURCHASERS shall become the member of the said society and shall abide by all and singular bye-laws, rules and regulations made and adopted from time to time by the said society and shall regularly pay the monthly maintenance charges in respect of the said Flat to the said society without any default.
19. It is specifically agreed by and between the parties that the transfer charges of the said society shall be borne and paid equally by both the parties.
20. The PURCHASERS shall lodge the present agreement before the concerned Registrar of Assurances and the SELLERS shall admit their signature on the said agreement before the said authority within the prescribed time limit as per law.
21. Neither the Government nor any public authority has issued any order under Income Tax Act, Wealth Tax Act, Maharashtra Land Revenue Code or under any statute restraining the SELLERS from selling or disposing of the said Flat or any part thereof in any manner whatsoever.
22. That the SELLERS have not received any notice from the Municipal Corporation of Greater Mumbai and/or Government and/or any other statutory body or authority for acquisition or requisition of the said Flat.
23. It is also agreed by and between the parties that the Stamp Duty and the registration charges in respect of the present agreement shall be borne and paid by the PURCHASERS only.

THE SCHEDULE HEREINABOVE REFERRED TO:

Flat No. 601 admeasuring **78.13 sq. mtrs. Carpet Area** on **6th Floor** in **A-Wing** of the building known as “**Lake Primrose ABC Co – Operative Housing Society Limited**”, situated at **Sub-Plot No. 1, Phase-IV, Lake Homes, Off. Adi Shankaracharya Marg, Powai, Mumbai- 400076**, constructed on all those piece and parcel of Land bearing **CTS Nos. 11B/4 (Part) & 11B/8** of **Village : Chandivali, Taluka : Kurla** in the registration district and sub district of Mumbai suburban.

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

SIGNED AND DELIVERED BY THE WITHNAMED SELLERS

1) MR. KANISHKA CHAUDHARY

(Signature)

(Left Thumb Impression)

2) MRS. JAYATRI DASGUPTA

(Signature)

(Left Thumb Impression)

In the presence of

1. _____ 2. _____

SIGNED AND DELIVERED BY THE WITHNAMED PURCHASERS

1) MS. MANASI DASHARATH MEMANE

(Signature)

(Left Thumb Impression)

2) MR. KARTHIK VIDYANATHAN VIDYASUBRAMANIYAN IYER

(Signature)

(Left Thumb Impression)

In the presence of

1. _____

2. _____

RECEIPT

RECEIVED of and from the PURCHASERS 1) **MS. MANASI DASHARATH MEMANE & 2) MR. KARTHIK VIDYANATHAN VIDYASUBRAMANIYAN IYER** a sum of **Rs. 29,00,000/- (Rupees Twenty-Nine Lakhs Only/-)** being the Part Payment amount in respect of **Flat No. 601** admeasuring **78.13 sq. mtrs. Carpet Area** on **6th Floor** in **A-Wing** of the building known as “**Lake Primrose ABC Co – Operative Housing Society Limited**”, situated at **Sub-Plot No. 1, Phase-IV, Lake Homes, Off. Adi Shankaracharya Marg, Powai, Mumbai-400076**, as per the terms of this agreement. The said amount is received in the following manner:-

Date	Transaction Details	Amount Figure (₹)	Amount Word (Rupees)
16-Apr-23	Through IMPS -UTR No 310620960751 dated 16 th Apr 23	25,000.00/-	Twenty-Five Thousand Only/-
17-Apr-23	Through NEFT -UTR No KKBKH23107762452 dated 17 th Apr 23	8,75,000.00/-	Eight Lakhs Seventy-Five Thousand Only/-
20-Apr-23	Through Cheque No 026211 drawn on ICICI Bank dated 20 th Apr 23	20,00,000.00/-	Twenty Lakhs Only/-
	Total	29,00,000.00/-	

WE SAY RECEIVED: Rs. **29,00,000/-**

1) MRS. JAYATRI DASGUPTA

2) MR. KANISHKA CHAUDHARY

(SELLERS)

Witnesses:

1. _____ 2. _____