

AGREEMENT FOR SALE

This AGREEMENT FOR SALE is made and entered into at Panvel this _____ day of _____ in Two Thousand Twenty Three (2023);

BETWEEN

MR. VENKAT NARAYAN (PAN No: ACEPN3312Q & Passport No: T8088010) & MRS. NAITRA MURALYKRISHNAN (PAN No: AOVPM0727P & Passport No: R0908506), both Adults, Non-Resident Indians, presently residing at 1159 Arrowfield Way, San Ramon, CA 94582, United States of America hereinafter referred to as the **"SELLERS"** (which expression unless it be repugnant to the context or meaning thereof shall mean and include their heirs, legal representatives, successors in title, executors, administrators and assigns) of the **ONE PART**;

AND

MR. RAJESH KUMAR (PAN No: APXPK9323G) Adult Indian Inhabitants, and residence at Flat no 1608, tower – I, Ajnara homes, Plot no-GH- 03 Sector 16 – B, Near ekmurti Chowk, Greater Noida, West, Bishrakh Gautam Buddha Nagar, Uttar Pradesh- 201306, hereinafter referred to as the **"PURCHASER"** (which expression unless it be repugnant to the context or meaning thereof shall mean and include their heirs, legal representatives, successors in title, executors, administrators and assigns) of the **OTHER PART**;

The SELLERS and the PURCHASER are, hereinafter collectively referred to as the “**Parties**”, and individually as a “**Party**”.

WHEREAS:

- A. The SELLERS have represented, warranted and assured to the PURCHASER as under:
- i. By an Agreement for Sale dated 7th September 2011, registered in the office of the Sub-Registrar of Assurances, Panvel-1, under serial no. PVL/1/11506/2011 (“**Purchase Agreement**”), for the consideration and on the terms and conditions contained therein, MR. VENKAT NARAYAN & MRS. NAITRA MURALYKRISHNAN, the SELLERS herein, purchased from SUNNY VISTA REALTORS PRIVATE LIMITED (hereinafter referred to as the “**Developer**”), apartment bearing no. 1703, admeasuring 983 sq. ft. carpet area on the 17th floor in the building named “Helios” along with the right to use One Car Parking Space HE- at Podium level (hereinafter for the sake of brevity collectively referred to as the “Said Flat”). The Said Flat is more particularly described in the **FIRST SCHEDULE** hereunder written. The Developer has duly completed construction and development of the said Helios building and has received Occupancy Certificate from Maharashtra Industrial Development Corporation (MIDC) on 18th July 2019 bearing reference no. MIDC/RO/Thane-1/OC/3360/2019.
 - ii. The Developer has undergone a change of name from SUNNY VISTA REALTORS PRIVATE LIMITED to PERSIPINA DEVELOPERS PRIVATE LIMITED. A copy of the relevant Gazette notification is annexed hereto.
 - iii. In conformity with the Purchase Agreement dated 7th September 2011, the SELLERS have paid full consideration, other charges and any applicable taxes as mentioned therein to the Developer in respect of the Said Flat and have taken the vacant and peaceful possession of the Said Flat on 3rd January 2021.
 - iv. By virtue of their purchasing the Said Flat, the SELLERS MR. VENKAT NARAYAN & MRS. NAITRA MURALYKRISHNAN are the members of Helios Co-operative Housing Society Limited, being a Society duly formed and registered under the Maharashtra Co-operative Societies Act, under Registration No. RGD/PWL/HSG/(TC)/4881/2021-2022/Year 2022 dated 8th February 2022 (hereinafter for the sake of brevity referred to as “Said Society”).
 - v. Although the Said Society has been formed, the Society has not yet issued the fully paid-up shares and the share certificate to the SELLERS as on the date of execution of this Agreement hereof.

- vi. That the SELLERS are the owners of the Said Flat and are fully entitled to and beneficiary to the membership rights of the Said Society.
- B. The SELLERS have also represented to the PURCHASER that they have a free, clear and marketable title to the Said Flat and are the sole and absolute owner of the Said Flat and that the same is free from all claims and/or encumbrances of any nature whatsoever and the SELLERS are in quiet, vacant, peaceful and physical possession of the Said Flat.
- C. The SELLERS have made various representations and warranties to the PURCHASER about the Said Flat under these presents and believing such representations and warranties made by the SELLERS to be true and correct, the PURCHASER have expressed an interest to acquire the Said Flat, subject to the terms and conditions recorded herein.
- D. The SELLERS agree to sell, transfer and assign to the PURCHASER and the PURCHASER agree to purchase and acquire the Said Flat together with all the profits, credits, advantages, rights, benefits and privileges attached thereto including the membership rights in the Said Society, free from any and all encumbrances and reasonable doubts, for a total lump-sum consideration of **Rs. 89,00,000/- (Rupees Eighty Nine Lakhs only)** (hereinafter referred to as the “**Full and Final Consideration**”) subject to the applicable tax deducted at source under the Income Tax Act, 1961 and subject to the terms and conditions agreed herein.
- E. The SELLERS hereby further represent and warrant that the Said Flat is free from all kinds of encumbrances including mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons (to title or possession), claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, loan, sale, dispute, litigation, restriction or limitation of any nature, whatsoever, including restriction on use, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same, or any adverse claim as to title, possession or use (hereinafter referred to as the “**Encumbrances**”).
- F. The SELLERS have good right, full power and absolute authority to enter into these presents and to sell, transfer, convey and assign the Said Flat in favor of the PURCHASER. The SELLERS have not done any act, deed or omission whereby the right to hold, use, enjoy, occupy and possess the Said Flat, is or can be forfeited, extinguished or made void or voidable or whereby the SELLERS might be prevented from selling, transferring and assigning the Said Flat in favor of the PURCHASER and from handing over to the PURCHASER possession thereof as hereby envisaged.
- G. The Parties hereto are desirous of recording the terms of sale in the

manner and on the terms and conditions hereinafter appearing.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Parties hereby agree, declare and confirm that the recitals hereinabove shall form an integral and operative part of these presents, as if the same were reproduced herein verbatim. The statements, representations, covenants and declarations made in the recitals as to the devolution of title and otherwise in respect of the Said Flat, are the statements, representations, covenants and declarations of the SELLERS and the PURCHASER have relied upon the same and upon the SELLERS' authority to sell the Said Flat and based on the same have entered into these presents with the SELLERS.

2. This Agreement for Sale is entered into by the PURCHASER and the SELLERS on the basis of the following representations and warranties made by the SELLERS to the PURCHASER:

- a. Neither the SELLERS nor any one on their behalf have created or purported to create any tenancy, license, or right of use of occupation in respect of the Said Flat or any part thereof.
- b. The SELLERS alone are the legal and beneficial owners of the Said Flat and have been in continuous, exclusive and uninterrupted possession of the Said Flat since the year 2021 and no other person/s / entities / affiliates has / have any possessory or occupancy right or any right whatsoever, title, interest and/or share in the Said Flat. The title of the SELLERS to the Said Flat is free, clear and marketable and free from all or any encumbrances including any easement, claim, inheritance, mortgage, charge, lien and that no other person or persons has/ have any right, title, interest, claim or demand of any nature whatsoever into or upon the Said Flat by way of sale, inheritance, lien, mortgage, easement,

demand, charge, gift, trust, tenancy, lease or otherwise.

- c.** Neither the SELLERS nor anyone on their behalf has/ have entered into any agreement or commitment or arrangement or understanding of any nature with any other person or party creating any right, interest or encumbrances of any nature in respect of the Said Flat and/or any part thereof. Further, neither the SELLERS nor any one on their behalf (a) has/have entered into any agreement and/or arrangement, oral or in writing for sale and transfer of the Said Premises and/or (b) has/have accepted any token money or deposit or any other consideration under any name or nature whatsoever from any person or persons in respect of the Said Flat.
- d.** The SELLERS state that there are no prohibitory orders by any Government and/or Local Authority or Body nor are there injunction orders from any court restraining them from handing over the possession and/or transferring the Said Flat or any part thereof to the PURCHASER.
- e.** There are no claims, disputes and/or differences pending by and/or between the SELLERS and / or the Said Society and/or any other competent authority and/or any family members with respect to the Said Flat and there is no restriction on the SELLERS executing these presents in favor of the PURCHASER.
- f.** The SELLERS herein confirm and declare that there is/are no suits, proceedings, attachment orders either before or after judgment which are pending in respect of the Said Flat or any part thereof.
- g.** The SELLERS shall not sell, let-out, transfer or assign, or agree to sell, let-out, transfer or assign the Said Flat to any other person / entity whomsoever till the subsistence of this Agreement.
- h.** No loans and/or advances have been obtained from any person or persons, banks, financial institutions or any other third party by pledging and/or mortgaging the Said Flat and/or any part thereof as collateral security thereof. No notice, letter or correspondence has been received from any authority including without limitation the Collector of Stamps, the registration authorities, etc. in respect of any of the title documents in respect of the Said Flat not being duly

stamped and registered and/or in respect of any claims, arrears, demands, etc. towards stamp duty and/or registration charges in respect of any of the title documents in respect of the Said Flat. Further, in the event any demand or claims are made by any competent authority for the payment of appropriate stamp duty or other statutory fees / dues on any of the previous title documents in respect of the Said Flat, it will be the obligation of the SELLERS to promptly bear and pay the same including any penalty levied thereon and the SELLERS indemnify the PURCHASER in this regard.

- i. The SELLERS have not received any notice from Income Tax, Wealth Tax, ULC authorities or any other statutory body or authorities regarding the acquisition or requisition of the Said Flat.
- j. The SELLERS have duly observed and performed all the rules and regulations and bye-laws of the Said Society and have paid up to the date of execution hereof, their share / contribution of the municipal taxes, water, electricity, gas, maintenance and other charges and outgoings payable by them to the Said Society and/or other authorities (statutory or otherwise) in respect of the Said Flat and that the SELLERS shall at all times be liable to bear and pay within 7 (seven) days of demand, all such amounts towards arrears or dues of the municipal taxes, water, electricity, gas, maintenance and other charges and outgoings payable by them, as may be lawfully claimed and/or demanded in respect of the Said Flat, for any period prior to the consummation of the transaction envisaged herein.
- k. The SELLERS have not infringed, nor have they been served with any notice either by the Said Society and/or any other authority, statutory or otherwise for infringing the provisions of any law including any rules, regulations, bye-laws for the time being in force which could result in the attachment and/or sale of the Said Flat or any part thereof and that there is no outstanding notice either for repairs or requiring any other thing to be complied with under the municipal or any other statute.
- l. That no notice from any public body or Authority or any notice under any law including the Town Planning Act, the Municipal Corporation

Act, or any other statute has been received or served upon the SELLERS herein in respect of the Said Flat or any part thereof which would prevent the SELLERS from selling, transferring and conveying the Said Flat in the manner contemplated herein

- m. That no suits, proceedings or arbitrations have been initiated under any law for the time being in force and/ or are pending before any person, court, authority or tribunal in which an award, order or decree is passed or is likely to be passed which may result in the attachment and/ or sale of the Said Flat and/ or any part thereof nor do the SELLERS have any reasonable apprehension of any event or circumstances likely to give rise to or result in such suit, proceeding or arbitration. No party has made any claim or demand, of any nature whatsoever in, to, upon or in respect of the Said Flat or any part thereof.
- n. There is no injunction or any other prohibitory order or any attachment order from any Court appointing Court Receiver, Tribunal, Collector, Revenue Authority, Municipal Corporation for any taxation or other dues disentitling or restraining the SELLERS from dealing with the Said Flat or entering into these presents.
- o. That the Said Flat is not subject to any lis pendens or attachment, either before or after judgment, or any other impediment of like nature.
- p. Neither the SELLERS nor anyone claiming by, from, under or in trust for them and/or on their behalf has done and/or caused to be done any act, deed, matter or thing whereby or by reason whereof the SELLERS' right, title, interest, share and/or benefit in respect of the Said Flat and/ or any part thereof is prejudiced or adversely affected or extinguished in any manner whatsoever.
- q. The SELLERS have in their possession, the title documents in respect of the Said Flat as set out in the **SECOND SCHEDULE** hereunder written and the same shall be handed over by the SELLERS to the PURCHASER on consummation of the transaction envisaged herein.
- r. The execution, delivery, and performance by the SELLERS of this

Agreement and the consummation of the transaction contemplated herein, will not violate any provision of law or any order of any court or government applicable to the SELLERS

- s. The SELLERS further undertakes and agrees to forthwith answer any call or query that may be raised in future concerning the Said Flat and execute all such papers, documents, deeds etc., as may be deemed necessary or expedient by the PURCHASER, without any premium or fees except actual expenses incurred.
- t. Prior to the execution of these presents, the SELLERS have not entered into any Agreement for Sale or otherwise for transferring their rights, title and interest in respect of the Said Flat to any third party.
- u. The SELLERS have not taken or accepted any earnest money from any third party in respect of the Said Flat.
- v. Relying upon the declarations, representations and warranties made by the SELLERS in this Agreement and believing the same to be true and correct the PURCHASER have agreed to purchase the Said Flat from the SELLERS.

3. The transfer of the Said Flat in favor of the PURCHASER shall be deemed to have been completed only on the receipt of the Full and Final Consideration by the SELLERS.

4. The SELLERS declare that the Said Flat is acquired on ownership basis and that the SELLERS are the owners of the Said Flat and that none of their heirs, relatives and/or any other person has any right in the Said Flat, fixed furniture and fixtures as owners or otherwise and that the SELLERS doth hereby undertake and indemnify the PURCHASER at any time against any claim by anyone on the Said Flat. No minors or other person, are interested in the Said Flat and the Said Flat never formed part of Hindu Undivided Family property.

5. The SELLERS undertake to sign all documents, forms, papers etc., required by any Authorities / Government Authorities for transfer of electrical meter, Gas meter in favor of the PURCHASER along with

respective Security Deposits on receipt of the Full and Final Consideration. The PURCHASER agree that all charges for transfer of electrical meter, Gas meter will be solely borne by them.

6. The SELLERS shall indemnify and keep indemnified the PURCHASER from and against all actions, claims, demands, costs, charges and expenses, etc. claimed as falling due prior to the date of handing over possession of the Said Flat whether payable by the SELLERS or any predecessor in title or any person claiming through them.

7. The SELLERS hereby agree that all liabilities of the SELLERS will be settled with respective parties including the Said Society and they will not transfer such liabilities to the PURCHASER.

8. The Stamp duty and Registration charges payable on this Agreement shall be borne and paid by the PURCHASER alone.

9. At present the Said Flat is in lawful possession of the SELLERS. Without reserving any rights, the SELLERS shall hand over vacant, peaceful, physical possession of the Said Flat to the PURCHASER on receiving the Full and Final Consideration from the PURCHASER in the manner and time stated and agreed in this Agreement.

10. The PURCHASER shall pay the Full and Final Consideration of Rs. 89,00,000/- (Rupees Eighty Nine Lacs Only) subject to deduction of applicable tax deducted at source (T.D.S.) under the Income Tax Act, 1961 to the bank account(s) of the SELLERS as required by them. The PURCHASER will deduct tax at source in accordance with the split of the Full and Final Consideration as informed by the SELLERS.

11. The SELLERS have asked the PURCHASER to make **50%** of the payment towards Full and Final Consideration in favor of MR. VENKAT NARAYAN and the remaining **50%** of the payment towards Full and Final Consideration in favor of MRS. NAITRA MURALYKRISHNAN.

12. The SELLERS, being Non-Resident Indians, have obtained Nil /

Lower T.D.S. deduction certificate no. _____ issued by competent authority. The PURCHASER have paid T.D.S. amount of Rs. ____/- (Rupees _____ Only) to the Government as per requirements/provisions outlined in the certificate and furnished appropriate evidence of the same to the SELLERS. The said T.D.S. amount of Rs. ____/- (Rupees _____ Only) is a part of the Full and Final Consideration.

13. On or before the date of execution of this Agreement, the PURCHASER have paid the SELLERS an amount of **Rs. 1,00,000/- (Rupees one Lakh Only)** as Earnest Money / Initial Consideration out of the Full and Final Consideration. The SELLERS have acknowledged receipt of Rs. 1,00,000/- (Rupees one Lakh Only) and the receipt for the same is attached to this Agreement.

14. The break-up of the Earnest Money / Initial Consideration of Rs. 1,00,000/- (**Rupees one Lakh Only**) paid by the PURCHASER is as under:

- a. **Bank Transfer of Rs 1,00,000 (Rupees one Lakhs Only) on April 16,2023**

15. For making the balance payment of **Rs. 88,00,000/- (Rupees Eighty eight Lacs Only)** (or part thereof) to the SELLERS, the PURCHASER are seeking a Home Loan from a Financial Institution. Before signing and execution of this Agreement, the PURCHASER have provided to the SELLERS a copy of the sanction letter of the Financial Institution from whom the PURCHASER are seeking the said Home Loan. In order for a successful disbursement of the said lumpsum Home Loan amount of Rs. 85,50,000/- (Rupees Eighty Only) by the Financial Institution, the SELLERS agree, undertake and confirm the following:

- a. The SELLERS confirm and undertake to arrange for a Mortgage NOC in the format required by the Financial Institution from the Said Society in favor of the Financial Institution of the PURCHASER.

b. The SELLERS are aware that the Financial Institution of the PURCHASER, before the disbursement of the said Home Loan, will carry out a physical inspection of the Said Flat as well as the original title documents including but not limited to the original registered Purchase Agreement executed between the SELLERS and the Developer along with relevant original Stamp Duty receipt, original Registration receipt, original INDEX-2 and such other original documents as may be conveyed to the SELLERS. The PURCHASER (or the Financial Institution of the PURCHASER) shall be entitled to conduct and carry out a detailed legal due diligence and proper investigation of title of the SELLERS to the Said Flat. If, at any point in time, it is found that the title of the SELLERS towards the Said Flat is defective and not clear and marketable, or if the SELLERS are unable or unwilling to furnish any title documents in original as may be required by the PURCHASER for proper investigation of title, then in such circumstances, the PURCHASER shall have a right to cancel/ terminate the transaction contemplated herein in accordance with the terms set out in this Agreement and the SELLERS undertake to refund all the amounts received (including the Earnest Money / Initial Consideration) to the PURCHASER within 5 working days of such communication of termination/refund by the PURCHASER.

16. The SELLERS shall handover the vacant, quiet, peaceful physical possession of the Said Flat, without any encroachment or squatting, to the PURCHASER on the day of receiving the final installment of the Full and Final Consideration. In this regard, the SELLERS shall execute and handover a **Possession Letter** evidencing handing over the vacant, quiet, peaceful physical possession of the Said Flat, without any encroachment or squatting, to the PURCHASER. From such date as the SELLERS receive the full consideration of Rs. 89,00,000 (Rupees Eighty Nine Lakhs Only), the PURCHASER shall be entitled to the entire benefit of the Said Flat. The SELLERS shall also hand over to the PURCHASER (or to the Financial Institution of the PURCHASER who will disburse the Home Loan) the

original title documents in their custody, in respect of the Said Flat.

17. The SELLERS shall, at their own cost and responsibility, obtain the consent or No Objection Certificate from the Said Society / the Developer for transferring the Said Flat in favor of the PURCHASER.

18. Transfer charges as per society bye laws, if any, payable to the Said Society / the Developer shall be shared equally between the SELLERS and the PURCHASER.

19. On receiving the Full and Final Consideration the SELLERS shall sell, assign, transfer, relinquish and the PURCHASER shall take over and acquire from the SELLERS the beneficial right, title and interest in respect of the Said Flat together with all the rights of use, enjoyment and occupation of the Said Flat free from all encumbrances and liabilities whatsoever, for all intents and purposes including registration and recording the said sale, assignment, transfer with the Local Authority and/or other authorities as required by Law.

20. The SELLERS hereby indemnify and agree to keep indemnified the PURCHASER 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 in respect of compensations, 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 Flat 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.

21. The SELLERS declare that they have not entered into any agreement for transfer, sale or lease and license in respect of the Said Flat with any other person or persons.

22. Utility Deposits (Electricity, Water, Gas etc.), Sinking Fund, Advance Maintenance Charges and all the amounts of whatsoever nature

standing to the credit of the SELLERS in the books of the Developer or Said Society, in respect of the Said Flat shall be deemed transferred in the name of the PURCHASER on payment of Full and Final Consideration as agreed herein.

23. The SELLERS and the PURCHASER will execute necessary documents as and when required for giving proper effect to what is agreed herein and to transfer the right, title and interest in the Said Flat to the PURCHASER from the SELLERS.

24. The SELLERS shall from time to time and at all reasonable times do and execute or cause to be done and executed all such acts, deeds and things as shall be reasonably required for more perfectly transferring the right, title and interest of the PURCHASER in the Said Flat agreed to be sold and transferred unto and to the use of the PURCHASER.

25. The SELLERS shall clear all dues under the Purchase Agreement dated 7th September 2011, including VAT, GST, Service Tax or any other government/statutory levies or fees as may be applicable as on date in respect of the Said Flat and the PURCHASER shall not be responsible in any manner to clear the said dues in respect of the Said Flat.

26. The SELLERS on receipt of the Full and Final Consideration undertake to co-operate with the PURCHASER and shall do all things necessary to transfer the Said Flat in the name of the PURCHASER in the necessary records of the Said Society, local authorities and/or any other authorities.

27. The Parties hereto agree to sign, seal, deliver all forms, agreements, declarations, applications, writing, documents, deeds and assurances for effectively carrying out the intents of the Parties hereto present and carrying out and completing the transaction contemplated herein.

28. The occurrence and/ or continuance of any one or more of the following events by the SELLERS shall constitute a default under this Agreement (each such event being herein referred to as **“Event of**

Default”):

- a. Any representation or warranty or covenant or obligation made or deemed to be made by the SELLERS under or in connection with the provisions and terms of this Agreement or any certification or document delivered hereunder, is incorrect in any respect when made or deemed to be made.
- b. Any governmental or statutory authority or any person acting or proposing to act under governmental or statutory authority takes any action to condemn, seize or appropriate, or to assume custody or control of, all or any part of the Said Flat of the SELLERS or takes any action to displace the SELLERS or to curtail their authority in respect of the Said Flat.
- c. If the title of the SELLERS is found to be not clear, marketable and free from all Encumbrances.
- d. If the SELLERS fail to observe, fulfill and perform any and/ or all of the terms of this Agreement, in a timely manner, mentioned in this Agreement.
- e. If the SELLERS back out of the sale/transaction envisaged herein for any reason whatsoever.

29. On occurrence and/ or continuance of any or more of the aforesaid Events of Default by the SELLERS, the PURCHASER shall have any and all of the following rights:

- a. Specific Performance: To claim specific performance by the SELLERS of its terms of this Agreement, including execution and registration of the Deed of Transfer in their favor, by issuing a notice to the SELLERS to the said effect.
- b. Termination of this Agreement, refund of the Earnest Money / Initial Consideration / and/or any sums paid by the PURCHASER and right to create lien and charge over the Said Flat: The SELLERS shall return/refund to the PURCHASER the Earnest Money / Initial Consideration / and/or all sums paid by the PURCHASER towards Full and Final Consideration (or part thereof) and subsequent

payments, without any deduction within 5 working days of such communication of refund made by the PURCHASER. The PURCHASER shall have an additional right to create a lien and charge over the Said Flat to the extent of the Earnest Money / Initial Consideration / and/or any sums paid by the PURCHASER under these presents plus interest calculated @ 18% p.a. from the date of payment till refund and/ or realization thereof.

- c. Further the SELLERS shall also pay a penalty of Rs. 5,00,000/- (Rupees Five Lakhs Only) to the PURCHASER within 5 working days of such communication of refund made by the PURCHASER.

30. In the event of the sale / transaction envisaged herein not being completed due to any willful default on the part of the PURCHASER, other than the PURCHASERS or the Financial Institution of the PURCHASER (from whom the PURCHASERS are seeking a Home Loan) being not satisfied with Legal due diligence or documentation, and subject to the SELLERS complying with their obligations under this Agreement, the SELLERS shall deduct Rs. 5,00,000/- (Rupees Five Lakhs Only) from the amount received by them (including T.D.S.) towards the Full and Final Consideration (or part thereof) and return / refund the balance amount to the PURCHASER.

31. In the unfortunate event of cancellation of this Agreement, the defaulting Party i.e. the SELLERS or the PURCHASER, as the case may be, shall bear all charges and costs for the cancellation of this Agreement and execution of the Cancellation Deed.

32. The provisions of the Agreement shall inure to the benefit of and be binding on the Parties and their respective successors (including, without limitation, any successor of any Party) and legal representatives.

33. This Agreement supersedes all prior agreements, discussions, negotiations and understandings (whether oral or written, including all correspondence) between the Parties with respect to the subject matter of this Agreement, and this Agreement constitutes the sole and entire understanding between the Parties with respect to the subject matter

hereof.

34. Each of the Parties shall pay their respective taxes, legal, accounting and other professional advisory fees, costs and expenses incurred in connection with the purchase and sale of the Said Flat, the preparation, execution and delivery of this Agreement and any other costs and expenses incurred in connection with this Agreement, until the consummation of the transaction envisaged herein.

35. The SELLERS hereby undertakes in favor of the PURCHASER that, they shall neither directly nor indirectly, through any director, relative, associate or otherwise, solicit or entertain offers from any third party, enter into any negotiation or discussion with or enter into any agreement, transaction, arrangement, understanding or scheme of any nature, whatsoever, with any third party in relation to the Said Flat and more specifically the transactions envisaged under this Agreement. The SELLERS further agree not to pursue any transaction or opportunity that would preclude or frustrate the consummation of the transaction herein.

36. The Parties will endeavor to complete the sale transaction contemplated herein before **15th August 2023** or within a period of one month from the date of issuance of NOC from the Said Society, whichever is earlier, but subject to reasonable extension with mutual consent between SELLERS and PURCHASER.

37. The SELLERS herein doth hereby indemnify and agree to keep indemnified the PURCHASER against any defect in title, omission, or mischief of any person(s) wrongfully claiming any right, title or beneficial interest in the Said Flat and in respect of compensations, 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 Flat which may be suffered by the PURCHASER on account of the above and the SELLERS shall reimburse the PURCHASER and/ or their nominees and/ or their successors in title for the same including on account of any misleading,

incorrect and/or inaccurate information provided by the SELLERS herein.

38. It is expressly agreed and understood that the SELLERS, on and from the date of handing over the possession of the Said Flat to the PURCHASER, shall cease to have any right, interest or claim of any kind or nature whatsoever in respect of the Said Flat and upon issuance of the Possession Letter all the right, title, interest, claim and demand of the SELLERS in the Said Flat shall stand transferred by the SELLERS in favor of the PURCHASER and the same shall forthwith vest in and belong to the PURCHASER, to the exclusion of the SELLERS and all persons claiming by, through, from, under or in trust for the SELLERS.

39. The invalidity, illegality or unenforceability of any one or more provisions of this Agreement shall not affect or limit the validity, legality or enforceability of the other provisions, and the Parties hereto shall use their best endeavors to attain the objective of the invalid provision by replacing it with a new legally acceptable provision which reflects as far as possible the original intentions of the Parties.

40. This Agreement shall be governed in all respect by laws of India. Any issues, disputes or differences arising under this Agreement including the breach of the terms of this Agreement shall be settled through consultation and conciliation process by mutual discussions among the Parties. If the dispute cannot be amicably settled between the Parties within one month after a request to settle the dispute amicably has been made to the other Party, the dispute or difference shall be referred for resolution by arbitration to a single arbitrator. The arbitration proceedings shall be conducted under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The seat of the arbitration shall be Mumbai, India and the language of the arbitration shall be English. The cost of arbitration shall be borne equally by both the parties.

41. The Parties hereby agree to use their best efforts to complete the transaction envisaged in this Agreement.

42. The Parties hereby declare their Permanent Account Number (PAN)

SELLER 1

SELLER2

PURCHASER 1

PURCHASER 2

as under:

Parties	Name	Permanent Account Number
SELLERS	MR. VENKAT NARAYAN	ACEPN3312Q
	MRS. NAITRA MURALYKRISHNAN	AOVPM0727P
PURCHASER	MR. RAJESH KUMAR	APXPK9323G

SELLER 1

SELLER2

PURCHASER 1

PURCHASER 2

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the **SAID FLAT**)

2 BHK Apartment No.1703 on 17th floor of the building “Helios” admeasuring 983 sq. ft. of carpet area constructed on land bearing Survey No. 59 (part) situated in Hiranandani Fortune City at Village Bhokarpada, Taluka Panvel, District Raigad, Maharashtra along with the right to use one covered car parking no. HE- at Podium level, in Helios Co-operative Housing Society Limited.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Non-exhaustive list of original title related documents)

1. Purchase Agreement dated 7th September 2011 (together with Index-2, Stamp Duty receipt and Registration receipt)
2. Parking Allotment Letter dated 9th February 2021 addressed to the SELLERS by the Developer
3. Handover Letter dated 3rd January 2021 addressed to the SELLERS by the Developer

**IN WITNESSETH WHEREOF THE PARTIES HEREIN HAVE HEREUNTO
SET AND SUBSCRIBED THEIR RESPECTIVE HANDS THE DAY, MONTH
& YEAR FIRST HEREIN ABOVE WRITTEN.**

SIGNED, SEALED AND DELIVERED

By the within-named **SELLERS**

MR. VENKAT NARAYAN

(PAN: ACEPN3312Q)

Photo

NAITRA MURALYKRISHNAN

(PAN: AOVPMO727P)

Photo

Witnesses

(1)

(2)

SIGNED, SEALED AND DELIVERED

By the within-named **PURCHASER**

Photo

MR. RAJESH KUMAR

PAN: APXPK9323G

Witnesses

(1)

(2)

R E C E I P T

RECEIVED of and from **MR. RAJESH KUMAR** a sum of **Rs. 1,00,000/-**
(Rupees one Lakhs Only) out of the total agreed consideration of **Rs.**
89,00,000/- (Rupees Eighty Nine Lacs Only) payable to us.

We SAY RECEIVED,

MR. VENKAT NARAYAN

NAITRA MURALY KRISHNAN

Witnesses

(1)

(2)

Date:

Place: