

# AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE** is made and entered into at MUMBAI on this \_\_\_ day of June 2023.

**BETWEEN: MR. SHAYAN ITALIA, Age 44 Years (Pan AADPI9796C), adult, Indian Inhabitant, address at 701/702, 7<sup>th</sup> floor, Khushi Belmondo, Santacruz West, SVP Road, Mumbai 400 054., hereinafter called "THE TRANSFEROR"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, and assigns) of the **ONE PART; AND:**

**MR. Sumit Choudhary, Age 37 (Pan AJNPC8662N), adult, Indian Inhabitant, residing at B3-1002, Godrej Platinum, Vikhroli E, Phirojshanagar, Mumbai 400 079 and MRS. Shiny Shrivastava, Age 37 (Pan DDPPS8591R), adult,**

Indian Inhabitant, residing at B3-1002, Godrej Platinum, Vikhroli E, Phirojshanagar, Mumbai 400 079, both, hereinafter called "**THE TRANSFEREE**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) of the **OTHER PART**.

**WHEREAS: -**

- A) **M/S. GODREJ PROPERTIES LIMITED**, a Company, having its office at Godrej One, 5<sup>th</sup> Floor, Pirojsha Nagar, Eastern Express Highway, Vikhroli (East) Mumbai - 400 079, hereinafter referred to as the "**said Builder/Developer**" had sold Flat No. 1101 on 11<sup>TH</sup> Floor of R-wing of Residences Origins Co-Operative Housing Society Ltd, Godrej The Trees., situated at Pirojsha Nagar, Vikhroli (East), Mumbai-400 079, hereinafter referred to as the "**Said Flat**" on what is known as ownership basis along with 1 nos. of covered car parking space(s) carrying CAR PARK NUMBER - LB-\_\_\_, hereinafter referred to as the "**said Parking Space**" which is more particularly described

in the Schedule hereunder written, in favour of the TRANSFEROR MR SHAYAN ITALIA vide an Agreement for Sale dated 20<sup>th</sup> February 2019 duly stamped and registered bearing Serial No. KRL/1/\_\_\_\_\_/20\_\_\_\_ DATED 20/02/2019 together with all rights, title, interests, benefits, and on the terms and conditions contained therein and since then the TRANSFEROR herein is the sole, absolute owner and seized possessed of and otherwise are well and sufficiently entitled to the Said Flat.

- B) A society named "ORIGINS CO-OPERATIVE HOUSING SOCIETY LTD." registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under Registration No. MUM / WN / HSG / TC / 11019 / 2018-2019/ YEAR 2018., hereinafter referred to as the "said Society."
- C) The TRANSFEROR hereby declares that his title over the said Flat along with said Car Parking space is marketable and free from all encumbrances.

- D) That the TRANSFEROR have good right, title, interest, full authority and absolute right to sell and dispose off the Said Flat along with the said Car Parking space and he has truly, faithfully and honestly disclosed all the facts to the TRANSFEREE without suppressing or misrepresentation of any facts from the TRANSFEREE and his rights in respect of the Said Flat and the Said Flat along with the said Car Parking space have clear and marketable title, free from all encumbrances, equity, right, title, interest and/or claim in favour of any third party/parties whosoever in respect of the Said Flat which affects the right of the TRANSFEREE and he has not received or agreed to receive any consideration from any third party whosoever either in cash or in kind or created or agreed to create any third party right and/or inducted or agreed to induct any third party claim, use and/or possession of the Said Flat along with the said Parking Space.
- E) Upon the strength of the aforesaid representations made by THE TRANSFEROR to THE TRANSFEREE believing the same to be true and correct, honest and bonafide the parties entered in to an oral negotiation and pursuant thereto THE TRANSFEROR herein has

agreed to sell to THE TRANSFEREE and THE TRANSFEREE has agreed to purchase and acquire from the said THE TRANSFEROR the said Flat along with the said Car Parking space together with all rights, title, interest, benefits, shares, sinking fund, etc. and with clear and marketable title, free from all encumbrances for the lump sum price or consideration amount of Rs. 1,60,00,000/- (RUPEES ONE CRORE AND SIXTY LAKH ONLY) subject to THE TRANSFEROR putting THE TRANSFEREE in possession or agreeing to co-operate to get the name of THE TRANSFEREE to which THE TRANSFEROR has agreed to do so and upon certain other terms and conditions hereinafter appearing mutually agreed by and between the parties to these presents.

**NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY  
AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -**

- 1) THE TRANSFEROR has agreed to sell, transfer and assign to THE TRANSFEREE and THE TRANSFEREE has agreed to purchase and acquire the said Flat along with said Car Parking Space together with all

rights, title, interest, benefits at the lump sum price or consideration of **Rs. 1,60,00,000/- (RUPEES ONE CRORE SIXTY LAKH ONLY)**.

2) In consideration of the above amount the said TRANSFEROR shall assign and transfer all their rights, title and interest in respect of the said Flat along with the said Parking Space including their Tenancy, Occupancy, possession, ownership, rights, title and interest in favour of the TRANSFEREE and thereafter the TRANSFEROR will have no right, title and interest therein.

3) As per the provisions of newly inserted section 194 IA in Finance Act 2013, THE TRANSFEREE has to deduct tax at source @ 0.75% on behalf of THE TRANSFEROR in case purchase consideration exceeds Rs. 50,00,000/-. Since the purchase consideration is in excess of Rs. 50,00,000/- the TRANSFEREE shall be deducting tax @0.75% i.e. Rs. 1,20,000/- (RUPEES ONE LAKH TWENTY THOUSAND ONLY) on behalf of THE TRANSFEROR and pay to the Government and Challan and Form 16B thereof be handed over to THE TRANSFEROR.

- 4) The TRANSFEREES hereby agrees to pay to THE TRANSFERORS the net sum of Rs. 1,58,80,000/- (RUPEES ONE CRORE FIFTY EIGHT LACS EIGHTY THOUSAND ONLY) through Bank loan or any other alternative arrangements.
- 5) If the TRANSFEREE decides to pay through Bank loan as mentioned in Clause 5. The TRANSFEREE shall provide a loan sanction letter to The TRANSFEROR before signing this Sale Agreement. It is agreed as per this agreement that the TRANSFEREE shall provide the TRANSFEROR a single Banker's Demand Draft of Rs. 1,58,80,000/- (RUPEES ONE CRORE FIFTY EIGHT LACS EIGHTY THOUSAND ONLY) in the name of the TRANSFEROR upon signing of the sale agreement.
- 6) THE TRANSFEROR shall handover to THE TRANSFEREE the peaceful possession of the said Flat along with the said Parking space against the receipt of the balance full & final consideration amount.
- 7) THE TRANSFEROR agree and undertake to Co-operate to get the aforesaid Flat along with said Parking space transferred in the records of the said Society in the name of THE TRANSFEREE and get THE

TRANSFEEE admitted as the members of the said Society in place of THE TRANSFEROR and such transfer charges payable to the said Society on account of transfer of names will be borne and paid by the both the parties equally.

8) THE TRANSFEROR hereby declares that there is no Prohibitory Order by any Government and/or Authority, which may prohibit THE TRANSFEROR from transferring the said Flat along with the said Parking Space. THE TRANSFEROR further declares that no attachment has been levied on the said Flat and the said Parking Space.

9) THE TRANSFEROR hereby confirms that he has not created any encumbrances of whatsoever nature on the said Flat along with the said Parking Space & he is not aware of any prohibitory order from any competent court of law/local authority and/or any Central or State Government restraining the transfer of the said Flat along with the said Parking Space. THE TRANSFEROR hereby further declares that he has full power and absolute authority to sell, transfer and assign the said Flat along with the said Parking Space in favour of THE TRANSFEEE



free from all claims, encumbrances and/or demand of whatsoever nature.

10) The TRANSFEROR do hereby covenants with the TRANSFEREE as follows:

a] The TRANSFEROR is the absolute owner of the said Flat along with Parking space and no other person or persons has or have any right, title, claim or interest of any nature whatsoever unto or upon the said Flat either by way of sale, gift, trust, inheritance, lease, assignment or otherwise and it has good, title, full power and absolute authority to sell and transfer the said Flat along with the said Parking Space to the TRANSFEREE under these presents.

b] The said Flat along with the said Parking Space is free from all encumbrances and charges and the same is not the subject matter of any litigation or dispute, nor the same liable for the attachment in execution of decree of any civil court of any government or semi-government Authority.

c] Prior to execution of this Agreement the TRANSFEROR has not received any prohibitory order from any Government or Local Authority

or injunction order, from any court restraining him from transferring/selling the said Flat in favour of the TRANSFEREE.

d] The TRANSFEROR has clear and marketable title in respect of the said Flat along with the said Parking Space.

e] The TRANSFEROR has represented that he is entitled to sell and transfer aforesaid Flat along with said Parking Space to any person.

f] The TRANSFERORS shall whenever required to do so from time to time and at all times, execute and sign or cause to be executed and signed all such letters, form, Applications, Affidavits, declarations, power of attorney deeds or documents for perfectly securing and effectually transferring the said Flat along with the said Parking Space unto the TRANSFEREES forever in the records of Government and Semi-Government authorities.

g] The TRANSFEROR do hereby agree to transfer after receipt of full and final consideration amount all the amounts standing to its credit in the books of Adani Electrical Authorities Undertaking or other concerned authorities in favour of the TRANSFEREE with respect to the said Flat along with the said Parking Space.

h] The TRANSFEROR do hereby agree to execute necessary Sale Deed and or any other Agreement in favour of the TRANSFEREE on completion of entire deal and also agree to remain present in Sub Registrar of Assurances for registration of Sale Deed or any other Document.

i) The TRANSFEROR has paid all the dues upto date and the TRANSFEROR will indemnify and keep indemnified the TRANSFEREE against any claim made for any period with respect to the said Flat along with the said Parking Space.

j) Neither any order of attachment against the said Flat along with the said Parking Space is in existence upto date nor any suit, decrees for proceedings are pending in any Court or otherwise.

k) The said Flat along with the said Parking Space is not acquired by Municipal Authorities, Government or any Revenue Authorities and no notice of the acquisition is received by the TRANSFEROR under the provisions of Land Acquisition or otherwise.

l) The said Flat along with the said Parking Space is not affected by any LIS PENDENS or insolvency proceeding or any prohibitory orders in any manner and whatsoever from anybody whatsoever including

Department of Income Tax, Sales Tax, Central and / or State Excises, Customs or any other Taxation Department, Local Authorities or other Institutions, Banks, Courts and / or Tribunals restraining the TRANSFEROR from transferring, dealing with or disposing off the said Flat along with the said Parking Space.

m) The TRANSFEROR has not created any other mortgage, Loan, Agreement, charge or any encumbrance, liability on the said Flat along with the said Parking Space.

n) The TRANSFEROR has not entered into any Agreement with any persons in respect of the above Flat along with the said Parking Space.

o) The TRANSFEROR has not transferred and assigned their right, title and interest in respect of the above said Flat along with the said Parking Space to any other person.

p) The TRANSFEROR hereby declares that except TRANSFEROR no other persons have any right, title and interest in the said Flat along with the said Parking Space.

11) The TRANSFEROR hereby agrees and undertake to indemnify and keep indemnified the TRANSFEREE and their heirs, executors,

administrators, successors or assigns in the event they suffer any loss or damage due to any demands or claim by way of tenancy, sub-tenancy, sub-tenancy license, lease, inheritance, sale, exchange, possession, gift, trust or otherwise howsoever being brought forward at any time in future by any third party due to the wrong representation of the TRANSFEROR to the TRANSFEREE or any other person claiming through them.

12) THE TRANSFEROR further hereby declares that there is no charge claim or lien on the said Flat and that the said Flat along with the said Parking Space hereby agreed to be sold is free from all claims and encumbrances and should there be any claim from any person or persons against the said Flat along with the said Parking Space then in such an event the TRANSFEROR hereby agrees and undertake to indemnify the TRANSFEREE against such claims.

13) The TRANSFEREE after the payment of the total full and final consideration amount is entitled to become the member of the said

Society, if any as per bye-laws of the said society and subject to bye-laws of the society.

14) The TRANSFEROR hereby agrees and undertake to sign and execute all Acts and Deeds including Sale Deed, Affidavit, Declarations, Undertakings, transfer papers, etc. in favour of the TRANSFEREE and shall co-operate the TRANSFEREE to transfer his name in the records of the Society for the effectual transfer of the said Flat along with the said Parking Space with all the deposits and meters in respect of the said Flat to the names of and in favour of the TRANSFEREE.

15) The TRANSFEROR covenant to the TRANSFEREE that should there be any claim or demand by the concerned Authority in respect of the deficit Stamp Duty or Registration Fees payable in respect of the previous agreements/transactions in respect of the said Flat along with the said Parking Space then in such an event the TRANSFEROR shall indemnify and keep harmless the TRANSFEREE in respect of such claim.

- 16) The TRANSFEREE also agrees to pay the necessary Stamp duty and registration fees as leviable by the concerned Government Authority on this Agreement.
- 17) THE TRANSFEROR shall pay to the said society and all the concerned authorities the monthly outgoings and all other dues in respect of the said Flat along with the said Parking Space upto the date of possession and obtain complete discharge of the same. The TRANSFEREE shall be liable to pay outgoings and dues from the date of Possession.
- 18) The TRANSFEROR agrees to co-operate with the TRANSFEREE at all reasonable times as and when required to be done in getting the said Flat along with the said Parking Space transferred in the name of the TRANSFEREE and further the TRANSFEROR agree to execute any other necessary documents, papers and applications etc in favour of the TRANSFEREES till said Flat along with the said Parking Space is fully and effectually transferred in the name of the TRANSFEREE.
- 19) The TRANSFEROR hereby covenant with the TRANSFEREE that he has and will comply with all applicable regulatory frameworks in India

including Income Tax Act, 1961 and other laws in force up to the date in respect of the said Flat along with the said Parking Space and if any recovery / demand arise, the same shall be paid by the TRANSFEROR and if any such amount is recovered from the TRANSFEREE relating to the said Flat along with the said Parking Space the same shall be made good by the TRANSFEROR to the TRANSFEREE and the TRANSFEROR hereby agrees to indemnify the TRANSFEREE for the payment thereof.

20) At the time of completion of the Sale:

- i) The TRANSFEROR and the TRANSFEREE duly complete and sign the requisite transfer forms and other relevant forms, declarations for transfer of the said Flat along with the said Parking Space from the names of the TRANSFEROR to the names of the TRANSFEREE.
- ii) The TRANSFEROR shall handover the possession of the said Flat along with the said Parking Space at the time of receiving full and final consideration amount, and shall provide all assistance getting this Agreement registered with concerned Sub Registrar Office.



21) The TRANSFEROR hereby further covenant with the TRANSFEREE that the TRANSFEREE shall hence forth possess and occupy and enjoy the said Flat along with the said Parking Space without any hindrance, demand, interruption or eviction by the TRANSFEROR or any other person or persons lawfully or equitable claiming through or under or in trust for the TRANSFEROR.

22) That the TRANSFEROR assures the TRANSFEREE that the said Flat along with the said Parking Space is free from all kinds of encumbrances such as prior sale, gift, Will, Trust, Exchange, Lease, Legal flaw, claims, prior Agreement to sell, Surety, Security, Lien, Court Injunction, litigation, stay order, notices, charges, family or religious dispute, acquisition, attachment in the decree of any court, hypothecation, Income Tax or Wealth Tax attachment or any other registered or unregistered encumbrances whatsoever.

23) It has been further decided that if any legal defect in the ownership and title of the TRANSFEROR is found the TRANSFEROR will be liable and responsible to make good the loss suffered by the TRANSFEREE and

keep the TRANSFEREE saved, harmless and indemnified against all such losses and damages suffered by the TRANSFEREE.

24) The TRANSFEROR hereby further covenant with the TRANSFEREE that the TRANSFEROR shall present and handover any other required documents in respect of the above said Flat along with the said Parking Space before the concerned authorities during or after registration.

25) The TRANSFEREE hereby covenant with The TRANSFEROR as Follows:-

- a) That the TRANSFEREE from the date they are put in possession of the said Flat along with the said Parking Space, shall regularly pay to the said Society and all the concerned authorities the monthly outgoings and all the dues payable in respect of the said Flat along with the said Parking Space.

- b) The TRANSFEREE shall observe, perform and abide by the Bye-laws, rules and regulations of the Building from time to time in force.

26) THE TRANSFEROR hereby declares that after the receipt of the balance full and final consideration amount neither they nor any of their legal heirs, family members, successors, legatees, etc. shall have or claim to have any right, title, interest and/or claim of whatsoever nature in the said Flat along with the said Parking Space.

27) The TRANSFEROR have complied with all rules and regulations of the said society and that they have done nothing by which they could be disentitled to make this sale.

28) This Agreement shall be deemed to be the Agreement for Sale or Deed of Transfer upon payment of the said full and final consideration amount by THE TRANSFEREE and upon handing over the peaceful physical possession of the said Flat along with the said Parking Space by THE TRANSFEROR to THE TRANSFEREE.

- 29) On payment of the full and final consideration amount as specified above, THE TRANSFEREE shall be entitled to have and quietly and peacefully hold, possess, occupy and enjoy the said Flat along with the said Parking Space for and unto the use and benefit of THE TRANSFEREE, his heirs, executors, administrators and nominees forever and without any let, hindrance, denial, eviction, claim, charge, interest, demand or lien of THE TRANSFEROR or any person or persons lawfully or equitably claiming through, under or in trust for THE TRANSFEROR.
- 30) This Agreement shall always subject to the provisions contained in The Maharashtra Co-op. Societies Act & The Maharashtra Ownership Flat Act 1963.

**PROPERTY SCHEDULE**

Flat No. R1101 admeasuring 454 Square Feet in Carpet area on 11<sup>TH</sup> Floor of R-wing of Godrej The Trees in ORIGINS Co-Operative Housing Society Ltd, The Trees., situated at Pirojsha Nagar, Vikhroli (East), Mumbai-400 079., along with one Car Parking space carrying CAR PARK NUMBER - LB-  
\_\_\_ constructed on a Property situate in the Village Vikhroli, Taluka Kurla

within the Registration District and sub district of Mumbai City and  
Mumbai Suburban bearing old C. T. S. No. 51(P), 52(P) and 52/1 to 1 and  
bearing new C.T.S No.51/B.

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

SIGNED, SEALED AND DELIVERED by the )

Within named THE TRANSFERORS )

MR SHAYAN ITALIA )

In the presence of ..... )

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SIGNED, SEALED AND DELIVERED by the )

Within named THE TRANSFEREES )

MR. Sumit Choudhary )

MRS. Shiny Shrivastava )

In the presence of ..... )

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**RECEIPT**

RECEIVED with thanks the sum of Rs. 1,58,80,000/- (RUPEES ONE CRORE FIFTY EIGHT LACS EIGHTY THOUSAND ONLY) as per following particulars from MR. Sumit Choudhary & MRS. Shiny Shrivastava being part consideration amount for the sale of the said Flat No. 1101 on 11<sup>TH</sup> Floor of J-wing of Godrej The Trees in Origins Co-Operative Housing Society Ltd, Godrej The Trees., situated at Pirojsha Nagar, Vikhroli (East), Mumbai-400 079., along with one Car Parking space., as within mentioned.

Sr No.	DATE	AMOUNT	DD. NO.	DRAWN ON
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WE SAY RECEIVED

MR. SHAYAN ITALIA

THE TRANSFEROR

PLACE: MUMBAI

WITNESSES:-

1.

2.