

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on this ____ day of August 2023 **BETWEEN** 1) **MR. BHAVIN YASHODHAN MEHTA & 2) MRS. BHAVYA BHAVIN MEHTA**, both adults Indian Inhabitants of Mumbai, having address at Flat No.802, Tapovan Apartments, J. K. Mehta Road, Near Poddar School, Santacruz (West), Mumbai 400 054, Maharashtra, hereinafter called "**THE VENDORS**" (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 A N D**

1) **MR. NAINESH NAVNITBHAI JADAV & 2) MRS. PARUL NAINESH JADAV**, both adults Indian Inhabitants of Mumbai, having address at Flat No.A/603, Sanskruti Apartment, Chikuwadi, Link Road, Borivali (West), Mumbai 400 092, hereinafter called "**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 of the **OTHER PART**.

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

a) That **GANESH DAYA BHUVAN CO-OPERATIVE HOUSING SOCIETY LIMITED** is a Co-operative housing society duly registered under the Maharashtra Co-operative Housing Societies Act 1961 under Registration NO.BOM./W-R.HSG./TC/5477/1990-91 and having its registered office at Ganesh Daya Bhuvan Co-operative Housing Society Limited, situated at L.T. Road and Link Road Junction, Borivali (West) Mumbai (herein after referred to as "**the said Society**") and the said Society is seized and possessed of or otherwise well and sufficiently entitled to a pieces and parcels of land together with the buildings standing there on and known as Ganesh Daya Bhuvan Building No.1 and Ganesh Daya Bhuvan Building No.2 being lying and situate at Borivali (West) on a land bearing CTS No.234B (herein after referred to as "**the said Plot**").

b) That **M/S. CHAITANYA DEVELOPERS** (hereinafter referred to as the "**said Promoter**") are seized and possessed of and/or are otherwise well and sufficiently entitled to the neighbouring plot of land being pieces or parcels of land being lying and situate at Village Borivali (West) within District and Sub District of Bombay City and

Bombay suburban and bearing CTS No.233 (part) and CTS Nos.234C and 234D respectively (herein after referred to as “**the said Plot-1**”).

- c) The said Plot and Plot No.1 shall hereinafter collectively be referred to as the **SAID PROPERTY**.
- d) That the said buildings Ganesh Daya Bhuvan No.1 and Ganesh Daya Bhuvan No.2 standing on the said plot of land have become old and dilapidated and were almost in a ruinous condition.
- e) That the said society granted Development rights to the said Promoter **M/S. CHAITANYA DEVELOPERS** for developing the said property.
- f) That the said Developers demolished the existing structure standing thereon and has undertaken construction of a new Building by amalgamating both the Plots on the said property.
- g) By an Agreement Dated 26th day of March, 2021 (hereinafter referred to as the said Agreement) registered before the Sub Registrar of Assurances under Sr.No.BRL8-5887-2021 made & entered into between **M/s. CHAITANYA DEVELOPERS.**, a Partnership firm duly registered under

Indian Partnership Act and having its office at 4, Sunder Villa, Tilak Mandir Road, Vile Parle (East), Mumbai 400 057, therein called as “The Promoter” of the One Part and 1) **MR. BHAVIN YASHODHAN MEHTA & 2) MRS. BHAVYA BHAVIN MEHTA** (the Vendors herein), therein called as “The Allottee/s” of the Other Part, the latter have purchased and acquired a residential Flat on ownership basis viz. Flat No.1603 admeasuring 64.29 sq.mtrs i.e 692 sq.ft. RERA Carpet area on 16th floor, in the Phase 'II' known as "**NIRMAAN HEIGHTS**" situated at Junction of L. T Road and Link Road, Borivali (West), Mumbai 400 091 at Village Borivali, Taluka Borivali, more particularly described in the schedule hereunder written (hereinafter referred to as “**the said Flat**”) at or for the price and upon the terms and conditions therein contained and paid the full consideration therefore and took the vacant and peaceful possession of the said Flat.

h) Apart from the said consideration amount the Vendors is liable to pay a sum of Rs. **4,56,334/-** to the said **M/s. CHAITANYA DEVELOPERS**, the additional charges, as mentioned in the said agreement dated 26th day of March, 2021. However the said amount shall be paid by the new purchasers on or before possession of the said Flat.

- i) That as per the terms and conditions of the Agreement Dated 26th day of March, 2021 the Vendors herein are entitled for one (1) number of covered parking space in the said building and the allotment of the said parking space will be governed by the rules and regulations of the Society.
- j) That the Vendors 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 Vendors had till date 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.
- k) That the title of the Vendors 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, transfer or assignment, conveyance, release, relinquishment, surrender, gift, exchange, lease, monthly tenancy, leave and licence, charge, mortgage or any other encumbrances.

l) That in the premises aforesaid the Vendors are legally entitled to the said Flat together with benefits attached to it and that neither the Vendors herein either personally or through any of their agent/s or constituted attorney has/have or had at any time heretofore either created or agreed to create any third party rights or right, title, interests or claim whatsoever in respect of the said Flat.

m) That in the manner aforesaid the Vendors 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 and said benefits without making any untrue, incorrect, dishonest and/or fraudulent and non-bona 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 Vendors to the Purchasers, the parties have negotiated for sale and purchase of the said Flat in the said building and said benefits with all incidental benefits and right, title, interest, claim, estate and property rights in respect thereof at law, equity and otherwise at or for the lump-sum price of **Rs.1,10,00,000/- (Rupees One Crore Ten Lakhs only)** payable to the Vendors with legal right to have and call for all relevant deeds, documents, papers and writings from the Vendors 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.

AND WHEREAS now the parties are desirous of executing this regular agreement in respect of the said Flat 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 Vendors hereby declares and confirms that what is recited hereinabove in respect of the said Flat shall be treated as representations and irrevocable declarations on his part as if the same are reproduced herein in verbatim and form part of this clause. The Vendors hereby confirms that the Purchasers have agreed to purchase the said Flat relying upon the correctness of the declarations and representations made by the Vendors in these presents.
2. The Vendors shall sell, transfer, assign and assure to the Purchasers and the Purchasers shall purchase and acquire the said Flat Viz. Flat No.1603 on 16th floor, in the Phase 'II' known as "**NIRMAAN HEIGHTS**" situated at Junction of L. T Road and Link Road, Borivali (West), Mumbai 400 091 at Village Borivali, Taluka Borivali, more particularly

described in the schedule herein underwritten free from all encumbrances at or for the price of **Rs.1,10,00,000/- (Rupees One Crore Ten Lakhs only)** being the **Full and Final consideration** to be paid by the Purchasers to the Vendors in the following manner:

- a) Rs.49,50,000/- (Rupees Forty-nine lakhs fifty thousand only) being the **Part Consideration** amount paid by the Purchasers to the Vendors on or before the execution of this agreement, the receipt whereof the Vendors doth hereby admit, acknowledge and confirm at the foot of this agreement.
- b) The Purchasers shall deduct a sum equivalent to 1% of the consideration amount towards TDS amounting to Rs.1,10,000/- (Rupees One lakh ten thousand only) and after depositing the amount with the Government treasury shall forthwith handover the FORM 26QB to the Vendors as per the payments made to them. This Form 26QB will be treated as an integral part of payment towards the proceeds for the sale/purchase of the Flat.
- c) Rs.59,40,000/- (Rupees Fifty nine lakhs forty thousand only) being the **Balance Consideration** amount to be paid by the Purchasers to the Vendors within 3 months from the date of registration of this agreement by availing loan taken from any bank and/or any financial institution, against the vacant and peaceful possession of the said Flat.

provided the Vendors produce all the necessary title documents and Builder NOC required by the Purchasers for availing 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. It has been expressly agreed by the parties herein, that the time should be essence of the Contract, as far as (i) the payment of above given balance consideration and (ii) for handing over vacant and peaceful possession of the said Flat to the Purchasers with clear and marketable title free from all encumbrances.
4. It is agreed that if the Purchasers fail to make the payment of consideration price within the stipulated time aforesaid, the Purchasers shall be liable to pay to the Vendors the interest at the rate of 18% per annum on delayed.
5. The Vendors shall abide by the terms and conditions of the said agreement dated 26th day of March, 2021.
6. The Purchasers shall abide by the terms and conditions of the said agreement dated 26th day of March, 2021 and shall pay

the required deposits and the said additional charges to the said Promoter as mentioned in agreement as and when asked for.

7. It is agreed that the Purchasers herein shall be entitled to receive all other title deeds from the Vendors on the day of the payment of the balance consideration amount stated in clause hereinabove.
8. If the Vendors fail to complete the contract as per this agreement and the Purchasers are willing to pay and fulfil their part of the agreement then the Vendors shall abide by the terms herein and shall be bound to complete the contract on their part.
9. On receiving the balance consideration, the Vendor shall immediately put the Purchasers in vacant possession of the said Flat and shall surrender their right, title and interest in favour of the Purchasers and the Purchasers shall be entitled to quietly enter upon, leave, hold, occupy, possess and enjoy the said Flat together with the fittings, fixtures and other amenities provided by the developers absolutely without any let or sub-let.

10. Both the parties hereby agree that the present agreement shall always be subject to the terms and conditions of the said agreement dated 26th day of March, 2021.

11. The Vendors shall obtain the necessary permission from the said Promoter to transfer all their rights, title, claim, interest and benefits whatsoever enjoyed by the Vendors including 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 Vendors in respect of the said Flat unto the Purchasers for exclusive use of Purchasers thereof as aforesaid.

12. The Vendors covenant with the Purchasers that only they are the absolute owner of the said Flat 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 Flat whether by way of sale, charge, mortgage, lien, gift, trust, inheritance, lease, licences, easement or otherwise howsoever and he has good right, full power and absolute authority to transfer and sell the same to the Purchasers.

13. The Vendors further covenant with the Purchasers that they have not created any charge or encumbrance of whatsoever nature on the said Flat and benefits attached to it nor are the

same or any of them the subject matter of any litigation or stay order nor are the same or any of him/her/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 one in respect of the same or any of them.

14. The Vendors 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 Govt. authorities, competent authorities (including stamps and Registration) and/or any third party relating to the said Flat sustained prior to the execution of these presents.

15. The Vendors 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.

16. The Vendors 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 Vendors or any other person lawfully or equitably claiming through, under or in trust for the Vendors.

17. 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 Vendors from selling or disposing of the said Flat or any part thereof in any manner whatsoever.

18. That the Vendors 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.

19. The Purchasers shall lodge/register the present agreement before the concerned Registrar of Assurances and the Vendors and the said Promoter shall admit their signature on the said agreement before the said authority within the prescribed time limit as per law.

20. That after receiving the full and final payment as aforesaid from the Purchasers, neither the Vendors nor their legal heirs,

executors and administrators shall and will have any right, title, interest or claim to the said Flat.

21. The Purchasers shall become the member of the society or any other organisation as and when it is formed and shall abide by all and singular bye-laws, rules and regulations made and adopted from time to time by the said society or organisation and shall regularly pay the monthly maintenance charges in respect of the said Flat to the said society without any default.

22. The Vendors hereby agree to obtain and produce the N.O.C. of the said Promoter before receiving the balance consideration amount for transfer of the said Flat in the names of the Purchasers in their records.

23. It is specifically agreed by and between the parties that once the entire consideration amount of the said Flat is paid to the Vendors, this agreement shall be deemed to be treated as Sale Deed.

24. It is specifically agreed by and between the parties that the transfer charges of the said Promoter shall be borne and paid by the Vendors only.

25. It is also agreed by and between the parties that the Stamp Duty levied by the competent authorities in respect of the present agreement shall be borne and paid by the Purchasers along with the registration charges and the stamp duty is paid on these presents as per article 5 [(ga) (ii)] of the Bombay Stamp Act 1958.

26. The Vendors hereby declares that they have paid Rs.3,11,400/- towards stamp duty on Agreement for sale dated 26th day of March, 2021 executed between themselves and Promoter **M/s. CHAITANYA DEVELOPERS.** and till this date the Vendors herein have not claimed/Demanded the refund of the said stamp duty and shall not demand the same in future also and if benefits claimed then shall not demand the same in future.

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

THE SCHEDULE HEREINABOVE REFERRED TO:

All that the self-contained Flat on ownership basis being Flat No.1603 admeasuring 64.29 sq.mtrs i.e 692 sq.ft. RERA Carpet area on 16th floor, in the Phase 'II' known as "**NIRMAAN HEIGHTS**" situated at Junction of L. T Road and Link Road, Borivali (West), Mumbai 400 091 in Registration District and Sub-District of Mumbai City and Mumbai Suburban on land bearing *C.T.S.No.233/A, 234, and C.T.S.No.234C and C.T.S.No.234D respectively* at Village Borivali, Taluka Borivali, Mumbai Suburban District.

SIGNED AND DELIVERED }
by the within named the VENDORS }
MR. BHAVIN YASHODHAN MEHTA & }

Photo	Signature	Left Hand Thumb Impression

MRS. BHAVYA BHAVIN MEHTA }

Photo	Signature	Left Hand Thumb Impression

in the presence of }

SIGNED AND DELIVERED }
by the within named the PURCHASERS }
MR. NAINESH NAVNITBHAI JADAV & }

Photo	Signature	Left Hand Thumb Impression
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MRS. PARUL NAINESH JADAV }

Photo	Signature	Left Hand Thumb Impression
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in the presence of..... }

RECEIPT

RECEIVED of and from the Purchasers **1) MR. NAINESH NAVNITBHAI JADAV & 2) MRS. PARUL NAINESH JADAV** a sum Rs.49,50,000/- (Rupees Forty-nine lakhs fifty thousand only) being the **Part Consideration** amount in respect of Flat No.1603 on 16th floor, in the Phase 'II' known as "**NIRMAAN HEIGHTS**" situated at Junction of L. T Road and Link Road, Borivali (West), Mumbai 400 091, which we have agreed to sell to them as per the terms of this agreement.

The said amount is received by us in the following manner:-

<u>AMOUNT</u>	<u>CHEQ/REF No.</u>	<u>DATE</u>	<u>BANKERS NAME & BRANCH</u>
Rs. 24,75,000/-	000000370222	31 st July 2023	Union Bank of India
Rs. 24,75,000/-	000000237000	31 st July 2023	Union Bank of India

We say received Rs.49,50,000/-

(MR. BHAVIN YASHODHAN MEHTA)

(MRS. BHAVYA BHAVIN MEHTA)

VENDORS

WITNESSES :-

- 1.
- 2.

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Mumbai dated this day of _____2023

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BETWEEN

MR. BHAVIN YASHODHAN MEHTA &

MRS. BHAVYA BHAVIN MEHTA

....Vendors

AND

MR. NAINESH NAVNITBHAI JADAV &

MRS. PARUL NAINESH JADAV

...Purchasers

AND

AGREEMENT FOR SALE

Flat No.1603 on 16th floor, in the building
known as "**NIRMAAN HEIGHTS**" situated
at Junction of L. T Road and Link Road,
Borivali (West), Mumbai- 400 091.