

## AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE** is made and entered into at Mumbai this \_\_\_\_ day of \_\_\_\_\_, 2023

### **Between**

**MRS. BIJAL DHARMESH TURAKHIA, PAN No: ACCPT5480H, aged about 47 years,** adult, Indian Inhabitant, having address at Premier Lubricants Pvt. Ltd, 406, Rustomjee Sangam, A wing, Saibaba Rd. at S.V Road, Opp Vijay Sales, Above Kotak Bank, Santacruz West, Mumbai – 400054. (hereinafter referred to as “**THE TRANSFEROR**”, (which expression unless repugnant to the context or meaning thereof shall mean and include her heirs, executors, administrators, legal representatives and assigns) of the One Part ;

### **AND**

**1)MR. SHRAY VASUDEVA, aged about 33 years,** adult, Indian Inhabitant, residing at Wing-A 702, Itus Dinanath, opp. Kokilaben Dirubhai Hospital, Lokhandwala, Andheri West, Mumbai – 400053.

**2)MS. RATI RAVI KANT, PAN NO: DEMPK1453Q, aged about 32 years,** adult, Indian Inhabitant, residing at B-45, Kalumal Estate, A.B. Nair Road, Opp. Juhu Post Office, Juhu, Mumbai - 400049 (hereinafter referred to as “**THE TRANSFEREES**”, which expression unless repugnant to the context or meaning thereof shall mean and include their respective heirs, executors, administrators and assigns) of the Other Part;

(The TRANSFEROR and the TRANSFEREES are hereinafter collectively referred to as “**Parties**” and individually a “**Party**”)

**A.** WHEREAS the Transferees herein were desirous of purchasing a flat and had approached the Transferor hereinabove named to purchase the property defined in Schedule I hereinbelow.

**B.** The Transferor herein, previously on 23<sup>rd</sup> October, 2017 purchased the flat being Apartment/Flat No. 702 on 7<sup>th</sup> Floor of the A wing of the building known as Itus Dinanath admeasuring 645 sq. ft. of carpet area equivalent to 59.92 sq. m. situated as defined in first schedule of the Transferors Purchase Agreement at All the piece and parcel of land ground bearing Plot No.14, Survey No.111-D along with the Old Buildings standing thereon and bearing CTS No.825/1-4 at Village Ambivali Taluka Andheri, Mumbai Suburban District and assessed under the K/W Ward, the Revenue Village of Ambivali in the Registration Sub-District of Bandra District Bombay Suburban

admeasuring 3114 sq. mtrs or thereabouts and bounded as follows: On or towards the North by: Plot No. 13 as Mhada Layout, On or towards the East by: 40' wide internal layout road, On or towards the West by: Plot of Land and Building New Vikas CHS and On or towards the South by: Plot No. 15 and 16 as per MHADA layout along with one (1) parking space being Parking no. P-1-3 in the A-wing of the Building known as Itus Dinanath for the consideration value of Rs. 99,15,000/- (Rupees Ninety Nine Lacs Fifteen Thousand Only) along with the Stamp Duty, Registration Fees and handling charges being paid for by the Transferor herein with respect to Agreement of Sale bearing Registration no.: BDR-4/7279/2017 viz. registered with the Jt. Sub Registrar Andheri no. 2 (The said Agreement shall hereinafter be referred to as "**The Transferors Purchase Agreement**") The said flat would be hereinafter referred to as the "**the said premises**".

- C. The Transferor represents that along with the said premises, the Registered Agreement of Sale signed and executed between him and the Developer gives him rights to use Common areas Real Estate Project amenities as more specifically elaborated in Annexure H as well as Fixtures, fittings and amenities more specifically elaborated in Annexure J and Annexure K of the Transferor's purchase Agreement.
- D. The Transferor had taken the possession of the said flat and have duly complied with all the formalities and have also completed payments of all necessary charges levied by the Developer and various Authorities.
- E. The Transferor is now desirous of selling the said premises and the Transferees are desirous of purchasing the said premises on terms and conditions specifically enumerated herein and are thus executing this Agreement for transfer of the said premises and all the rights and entitlements therein from the Transferor to the Transferee free of any and all encumbrances.

In pursuance of the above, the parties are executing the present AGREEMENT FOR SALE to record the agreement arrived between them and complete the transaction.

**NOW THIS AGREEMENT FOR SALE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

1. The Recitals above form an integral part of this AGREEMENT FOR SALE and are not repeated in the operative part only for the sake of brevity and should be deemed to be incorporated here as if the same were set out and reproduced verbatim in the operative part also.
2. The Transferor doth hereby affirms that he is in complete ownership and in possession of the said flat and parking more specifically defined in the Second Schedule of the

Transferors Purchase Agreement as Apartment/Flat No. 702 admeasuring 645 square feet carpet area equivalent to 59.92 square meters on the Seventh residential floor i.e. 7<sup>th</sup> Floor to be constructed on the property, a portion of the large property as mentioned in the First Schedule situate, lying and bearing CTS No. 825/1/ and ii) 1 car parking space/s bearing Nos. P-1-3 of A-wing in accordance with the provisions of RERA/MOFA.

3. The Transferor doth hereby affirms that the flat as aforestated and described in the Second Schedule of the Transferors Purchase Agreement is situated at the place defined in the First schedule of the Transferors Purchase Agreement being at- All the piece and parcel of land ground bearing Plot No.14, Survey No.111-D along with the Old Buildings standing thereon and bearing CTS No.825/ 1-4 at Village Ambivali Taluka Andheri, Mumbai Suburban District and assessed under the K/W Ward, the Revenue Village of Ambivali in the Registration Sub-District of Bandra District Bombay Suburban admeasuring 3114 sq. mtrs or thereabouts and bounded as follows: On or towards the North by: Plot No. 13 as Mhada Layout, On or towards the East by: 40' wide internal layout road, On or towards the West by: Plot of Land and Building New Vikas CHS and On or towards the South by: Plot No. 15 and 16 as per MHADA layout.
4. The Transferor doth hereby agrees that all government dues, developer dues and all other applicable charges have been duly paid by him and that no other charges are pending as on date of the signing of the present Agreement. The Transferor agrees that Municipal Taxes raised by the Authority till the time of handing over of the possession shall be borne by the Transferor. He further agrees that on receipt of a bill from the Builder/Developer or from the Society (under registration) he shall discharge the payment in respect of the Municipal Taxes.
5. The Transferor doth hereby agrees to sell right, title and interest in the said premises alongwith the right to use common areas and facilities, to the Transferees and the Transferees agree to purchase the said premises for a total consideration of Rs. 2,26,00,000 /- (Rupees Two Crores Twenty-Six Lakhs Only) including and after 1% deduction of TDS amount as applicable to be paid on behalf of the Transferee. ("THE TOTAL CONSIDERATION").
6. Out of the total consideration mentioned above, the Transferor agrees and accepts that the 15,00,000/- (Rupees Fifteen Lakhs only) has been received by him from the Transferee:-  
  
**Receipt of the total sum of Rs. 15,00,000 /- (Rupees FifteenLakhs Only) same is annexed hereto.**
7. The Transferees agree to pay the remaining amount ("BALANCE CONSIDERATION") either directly into the Bank Account of the Transferor or via Bank Loan to the Transferor.

8. The Transferees herein accept that in case of any delay in default by them towards the payment of the same, any applicable penalties or additional interest etc applicable by any government body or authority shall be payable by the Transferees and not the Transferor. Further, the Transferees shall be solely responsible for dealing with their own Bankers from which they have availed a loan for purchasing the said premises.
9. **The TRANSFEROR doth hereby for himself and his successors represents, declares, covenants and confirms to the TRANSFEREES as follows:**
- a) That Transferor is fully seized and is in possession of the said premises and has complete right, title and interest to sell and transfer “The said premises” in favor of the Transferees. The title of the said premises is free and marketable.
  - b) The Transferor agrees to co-operate with the Transferees to facilitate smooth transfer/sale of the said premises.
  - c) There are no notices of lispendens or pending disputes/litigations or attachment pending or subsisting in respect of the said premises.
  - d) The Transferor has absolute right, power and authority to enter into this Agreement For Sale and the Transferor hereby agrees that he shall after the execution hereof, not do any act of commission or omission or allow any person or party to do any act of commission or omission whereby the rights of the Transferees under this Agreement For Sale may be prejudicially or otherwise affected;
  - e) The Transferor represents that apart from the loan availed as mentioned above, he has not entered into any agreement for sale and/or any other agreement with any person or party (whether written or oral), with respect to the said premises or any part thereof.
  - f) There is/are no prohibitory order or any statutory order or otherwise any restrictive order restricting the Transferor to enter into this Agreement For Sale on the terms and conditions contained herein;
  - g) There is no litigation or proceedings pending in any Court or Tribunal nor there is any attachment on the said PREMISES either before or after Judgment and there is no money decree passed or any money claim existing, against the said premises;
  - h) The Transferor has duly complied with all the obligations as per his agreement with the Developer and has further also complied with all statutory obligation of various Government authorities with respect to the said premises and has in no manner committed any breach of the rules and regulations of the agreement with Builder/Developers and further that the rights to the Transferor as the owner of the said premises are in no way affected.

- i) There is no notice or litigation whatsoever pending that has been initiated by the builder or any Government Authorities or any other party towards the said premises.
  - j) The Transferor has till date not received any notice of demolition from the Mumbai Municipal Corporation or any other notice whereby the said premises is likely to get affected in any manner whatsoever;
  - k) The Transferor has till date paid all necessary and mandatory dues including but not limited to property taxes, rates, cesses, assessments, water charges, electricity charges or any other amount payable to the said Builder / authority in respect of the said premises or any part thereof. The Transferees shall be responsible and liable to pay all such charges as mentioned above hereinafter.
  - l) There is no Prohibitory order or order of attachment of any department of Income Tax /Sales Tax/GST for taxes or of any department of the Government, Central or State or Local Body, Public Authority for taxes, levies, cesses, penalties, interests, etc. with respect to said premises or any part thereof in any manner whatsoever;
  - m) That there are no injunction or existing interim order of any nature whatsoever in respect of the said premises;
  - n) That there is no impediment or prohibition under any law or under any agreement or under any order of any Government or Statutory Authority/ Officer/ Tribunal, whereby the Transferor in any way prohibited from selling, conveying and/or transferring the said premises and the benefits, advantages, and rights hereby granted sold conveyed transferred assigned or expressed or intended so to be to the Transferees;
  - o) The Transferor acknowledges that there are no material facts which have remained undisclosed in this Agreement For Sale which would affect the said premises in any manner;
  - p) On execution hereof and upon the receipt of the full amount of Consideration as specified in, the Transferor shall hand over quiet, vacant and peaceful possession of the said premises to the Transferees and agrees to deliver and/or cause to be delivered all receipts, original title documents, car parking spaces allotment letters, or such other documents which are in possession or power of the Transferor in respect to the said premises to the Transferees;
- 10.** The Society's transfer charges shall be borne and paid by the Transferees and the Transferor equally.
- 11.** The Transferor doth hereby indemnifies and keeps saved harmless and indemnified the Transferees and their successors in title and interest and assigns to the fullest extent from and against any and all actions, suit, proceedings, loses, damages, claim, cost, compensation, charges, expenses, claims, duties, penalties, interests, demands and

consequences, if any, claimed against or suffered by the Transferees or their successor or successors in title or interest and assigns by reason of :

(a) any defect in the title of the transferor to the said premises or any claim/s to the said Premises and/or any claim/s to the benefits, advantages and rights agreed to be granted, sold, conveyed and transferred in favor of the transferees and/or

(b) any nondisclosure and/or improper disclosure and/or misrepresentation made by the transferor herein, and/or

(c) any representation, declaration, undertaking and assurances made by the transferor in this agreement for sale , being found to be untrue, incorrect, false or misleading and/or

(d) from any sums, duties, taxes, levies, interests, penalties, loans, advances, etc. payable to the government, statutory authorities, banks, financial institutions and/or any person whatsoever and/or

(e) on account of Transferor not having obtained or on account of failure to obtain necessary permissions, sanctions, orders from the any appropriate authority, body, corporate, etc. permitting the sale of the said Premises.

12. The Transferees have relied upon the declarations of the Transferor in the current Agreement and have agreed to purchase the said premises from the Transferor.

13. All costs, charges and expenses (including out of Pocket expenses) in respect of this agreement as also all cost and expenses incidental to this agreement including Stamp Duty, Registration Charges, etc. shall be borne and paid by the Transferees alone. However, the Transferor and the Transferees shall respectively bear and pay their respective Advocates' and Solicitors' profession Fees.

14. The Transferor doth hereby indemnifies and keeps saved harmless and indemnified the transferees and their successors in title and interest and assigns to the fullest extent from and against any and all actions, suit, proceedings, loses, damages, claim, cost, compensation, charges, expenses, claims, duties, penalties, interests, demands and consequences if any claimed against or suffered by the Transferees or their successor in any claim/dispute that may arise towards the said premises.

#### 15. **TERMINATION**

The Parties hereby agree and accept that failure to make appropriate payments by the Transferee pursuant to this Agreement, the Transferor shall have the right to terminate this Agreement forthwith pursuant to a notice of 15 (Fifteen) days being given by the Transferor to the Transferee prior to such termination coming into effect. That if the Transferee is able to rectify the default within the said period then the termination notice shall automatically stand withdrawn and cancelled and all the rights devolving upon the transferee pursuant to this Agreement shall duly pass on to him upon remitting the requisite

payments. That upon termination the Transferor shall be liable to return any and all monies received from the Transferees including the Rs. 15,00,000/- (Rupees Fifteen Lakhs only) for which a receipt is being issued herewith by the Transferor.

**16. NOTICE:**

Any notice, request, demand, waiver, consent, approval or other communication permitted or required under this Agreement shall be in writing at the addresses as specified in the description of both parties.

**17. GOVERNING LAWS AND DISPUTE RESOLUTION:**

This Agreement shall be governed and interpreted in accordance to the applicable laws of India and the courts in Mumbai only shall have exclusive jurisdiction in all matters arising out of this Agreement.

- 18.** The Transferor agrees to execute such other deeds, writings, etc if necessary to get the effective title to the Transferees on completion of the sale and transfer the right, title and interest in the said premises to the Transferees.

**19. SEVERABILITY**

The Parties acknowledge and agree that if any of the provision of this Agreement is deemed invalid, void, illegal, and unenforceable such provision stands severed from this Agreement and the remaining provisions of this Agreement shall remain valid and enforceable.

- 20.** This Agreement contains the entire understanding of the Parties with regard to provision of the Services and supersedes all previous correspondence / agreements / understanding. Any amendment, modification, change or revision to this Agreement as mutually agreed between the Parties hereto shall be made in writing.

**SCHEDULE I : PROPERTY:**

**(DESCRIPTION OF THE PROPERTY)**

All the piece and parcel of land ground bearing Plot No.14, Survey No.111-D along with the Old Buildings standing thereon and bearing CTS No.825/ 1-4 at Village Ambivali Taluka Andheri, Mumbai Suburban District and assessed under the K/W Ward, the Revenue Village of Ambivali in the Registration Sub-District of Bandra District Bombay Suburban admeasuring 3114 sq. mtrs or thereabouts and bounded as follows:

On or towards the North by: Plot No. 13 as Mhada Layout,

On or towards the East by: 40' vide internal layout road,

On or towards the West by: Plot of Land and Building New Vikas CHS

On or towards the South by: Plot No. 15 and 16 as per MHADA layout.

**SCHEDULE II: PREMISES**

(DESCRIPTION OF PREMISES AND CAR PARKING SPACES)

i) Apartment/Flat No. 702 admeasuring 645 square feet carpet area equivalent to 59.92 square meters on the Seventh residential floor i.e. 7<sup>th</sup> Floor constructed on the property constructed on a portion of the large property as mentioned in the First Schedule situate, lying and being CTS No. 825/1/ and ii) 1 car parking space/s bearing Nos. P-1-3 of A-wing.

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**IN WITNESS WHEREOF** the parties aforesaid have set and subscribed their respective hands herein unto this the day, month & year first hereinabove written.

Signed and delivered by the )

Within named **TRANSFEROR** )

**Mrs. Bijal Dharmesh Turakhia** )

In the presence of: )

Witnesses

1.

2.

Signed and delivered by the )

Withinnamed **Transferees** )

**1. Mr. Shray Vasudeva** )

**2. Ms Rati Ravi Kant** )

**In the presence of .....** )

Witnesses

1.

2.

**RECEIPT**

**RECEIVED** the sum of **Rs. 15,00,000/- (Rupees Fifteen Lakhs Only)** being the **PART** payment of the Total Consideration from 1) **MR. SHRAY VASUDEVA** 2) **MS RATI RAVI KANT** i.e. the **TRANSFEREES** within named towards the Purchase of i) Apartment/Flat No. 702 admeasuring 645 square feet carpet area equivalent to 59.92 square meters on the Seventh residential floor i.e. 7<sup>th</sup> Floor constructed on the property constructed on a portion of the large property as mentioned in the First Schedule situate, lying and being CTS No. 825/1-4 and ii) 1 car parking space/s bearing Nos. P-1-3 of A-wing Paid to the **TRANSFEROR** under this **AGREEMENT FOR SALE** of Transfer.

**I SAY RECEIVED**

**Rs. 15,00,000/- (Rupees Fifteen Lakhs only)**

**Mrs. Bijal Dharmesh Turakhia**