

CST No. 249 (Pt) and 3 - Zone 57/265 Village Pahadi Goregaon

Land Rate – 76820 Resident Rate – 160470

Flat Area 76.28 sq. mtr. Bulitup .

Market Value – 1,23,27,500/-

Agreement - 1,00,00,000/-

$75285+76820=152105 \times 76.28 = 10\%$ depreciation

1,16,30,000/- Market Value

AGREEMENT FOR SALE

THIS AGREEMENT is made and entered in to at Mumbai,
on this _____ Day of October 2023,

B E T W E E N

Mrs. TRUPTI PRAKASHCHANDRA VORA, Aged about 41 years, Aadhar No. **3956 9871 5799** & Pan No. **ACWPV2704N**, an adult Indian Inhabitant, having address Flat No. A/101, Indraprastha Regency CHS Ltd., situated at Plot No. A-2, Road No. 4, Motilal Nagar No. 1, New Link Road, Trikoni Maidan, Goregaon (West), Mumbai – 400104, hereinafter referred to as **“THE VENDOR/ TRANSFEROR”** (Which expression shall unless it be repugnant to the context or meaning Successor, Successors in interest legal representatives to be deemed to mean and include his/her/their respective heirs, executors, administrators and assigns) of the **ONE PART**.

AND

(1) Mr. VIPIN KUMAR INDRAMANI UPADHYAY, aged about 44, Pan No. **ABFPU0373C**, Adhar No. **7534 0220 5025**, & **(2) Mrs. VANDANA VIPIN UPADHYAY**, aged about 43 year, Pan No. **ABLPU4588P**, Adhar No. **6170 8120 8487**, both adults Indian Inhabitants, having address at, Flat 2-B- 11, Sandipani CHS Ltd., Teachers Colony, New Link Road, Near Mega Mall, Anand Nagar, Mumbai – 400102, hereinafter referred to as **“THE PURCHASERS/TRANSFEREES”** (Which expression shall unless it be repugnant to the context or meaning Successor, Successors in interest legal representatives thereof, shall deemed to mean and include his/her/their heirs, executors, administrators, & assigns) of the **OTHER PART**.

WHEREAS:-

The Transferor to the Transferees has represented it as follows:

The Transferor do hereby expressly represent and declare to the Transferees as follows:

The terms “Transferor” and “Transferees” used in these presents shall, unless contrary to the context or meaning thereof, mean and include in the case of individuals their heirs and legal representatives and for the time being and the survivors or survivor of them and their respective heirs and legal representatives. This Agreement for sale may hereinafter be called and referred to as the said **“Agreement”**. All the capitalised terms, unless otherwise defined herein, shall mean and have the same meaning as assigned to them in the Agreement. In this Agreement the singular may include the plural and the masculine may include the feminine; in determining the rights and duties of the parties under this Agreement, the entire Agreement must be read as whole and

not in isolation. The Transferor and the Transferees shall individually be referred as party and collectively referred to as parties. This Agreement shall be governed by the laws in India and the Courts in Thane shall have exclusive jurisdiction. Headings are only for the sake of convenience and the same shall not influence the interpretation or meaning of the provisions of this Agreement in any manner whatsoever.

The transferors has represented, warranted to the transferees as follows:-

A. **WHEREAS** vide Agreement for sale dated 01/11/2007, made and entered between M/s. Haware Infrastructures Pvt. Ltd., a company incorporated under the Companies Act, 1956, having its registered office at 416, Vardhaman Market, Sector 17, Navi Mumbai – 400705, hereinafter called and referred to as “THE BUILDER” on the ONE PART and (1) Mrs. Snageeta Ravi Thakur & (2) Mr. Ravi Kishan Thakur, hereinafter called and referred to as “THE PURCHASER” of the SECOND PART, and M/s. Chandrakant Gandhi Construction Company, hereinafter called and referred to as “THE CONFIRMING PARTY” of the Third Part, the latter on purchased/acquired a residential accommodation on joint ownership basis i. e. **Flat No. 101 on the 1st Floor, in the “A” Wing, admeasuring area 684 sq. ft. carpet of the Haware Gandhi Indraprastha Regency (Known as Indraprastha Regency CHS Ltd.), situated at Plot No. A-2, Road No. 4, Motilal Nagar No. 1, New Link Road, Trikoni Maidan, Goregaon (West), Mumbai –400104,** (hereinafter called “**the said Flat**”) vide agreement for sale dated 01/11/2007, duly registered with Sub-Registrar of Assurances, Borivali (1) Malad, Mumbai, under Registration No. BDR2/07946/2007, dated 22/11/2007, and took possession thereof as absolute

owners and such were in exclusive use, occupation of the said flat, along with incidental benefit thereof.

B. AND WHEREAS subsequently by an Agreement for sale made and entered into at Mumbai on 13th day of May 2013 by and between (1) Mrs. SNAGEETA RAVI THAKUR & (2) Mr. RAVI KISHAN THAKUR thereafter called and referred to as “the VENDORS” of the ONE PART, and Transferor herein Mrs. TRUPTI PRAKASHCHANDRA, therein called and referred to as “the PURCHASER” of the OTHER PART, vide agreement for sale dated 13/05/2013, duly registered with Sub-Registrar of Assurances, Borivali – 1, Mumbai, under Registration No. BRL1/4560/2013, dated 14/05/2013, together with all rights title interest benefit and on the terms and conditions contained therein and since then the transferee herein is the sole owner and seizures causes of an otherwise well and sufficiently entitled to the said Flat.

C. AND WHEREAS Owners of the various flat in the building “Haware Gandhi Indraprastha Regency” hands together and formed co-operative housing society by the name and style “**Indraprastha Regency**”, co-operative housing society, situated Plot No. A-2, Road No. 4, Motilal Nagar No. 1, New Link Road, Trikoni Maidan, Goregaon (West), Mumbai – 400104, which is a corporate body, being a co-operative housing society (the “**CHS**”) limited, duly formed, registered and incorporated under the provisions of The Maharashtra Co-operative Societies Act, 1960, (Maharashtra Act XXIV of 1961) bearing Registration No. BOM / MHADA / HSG / (TC) 13494 /- 20020 - 2021 dated 27/10/2020, (hereinafter called and referred to as the said “**Society**”).

D. **AND WHEREAS** that the Mrs. TRUPTI PRAKASHCHANDRA VORA is bonafide member of the said Society, and had been issued fully 10 (Ten), fully paid up ordinary shares of Rs. 50 (Rupees fifty only) each aggregating to Rs.500/- (Rupees Five Hundred only), bearing distinctive numbers 1 to 10 (all inclusive) represented by share certificate No. 1, (hereinafter called and referred to as the “Shares”).

E. **AND WHEREAS** Transferor is seized of and well and sufficiently entitled to the said flat as legal and lawful owner thereof being **Flat No. 101 on the 1st Floor, in the “A” Wing, admeasuring area 684 sq. ft. carpet of the Indraprastha Regency CHS Ltd., situated at Plot No. A-2, Road No. 4, Motilal Nagar No. 1, New Link Road, Trikoni Maidan, Goregaon (West), Mumbai –400104**, constructed on land or ground bearing CTS No. 249 (pt.) & 3, Revenue Village – Pahadi Goregaon, Taluka - Borivali, in the registration district and sub district of Mumbai Suburban, within the assessment jurisdiction of “P/South” ward of the MCGM.

F. **AND WHEREAS** upon the strength of the aforesaid representations made by the transferor to the transferees the parties have negotiated for sale and purchase of the said flat in the said building on the said property with said shares and said benefits with all incidental benefits and rights, title, interest, claim, estate possession and property rights present & future in respect thereof at law, equity and otherwise at or for lump-sum price of **Rs. 1,00,00,000/- (Rupees One Crore only)** payable by Transferees to Transferor, transferees to the transferor which is agreed to be paid by the transferees to the transferor on the execution hereof, out of which 1% T. D. S. on Total Consideration amount i.e. **Rs. 1,00,000/- (Rupees**

One Lakh only) are to be deducted as per Govt. Circular i.e. Section 194IA of Income tax Act 1961, and same shall be deposited by the transferees to the Govt. Taxation Authorities, payable to the transferor with vacant and peaceful possession of the said flat with said shares and said benefits with legal right to have and call for all relevant deeds, documents, papers and writing from the transferor 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.

G. **AND WHEREAS** the transferor has informed the said society as under the bye-law to transfer the shares and interest in the capital/property of the said society and obtain the necessary permission from the said society to sell, transfer and assign the said flat and the said shares to the transferees.

H. **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 the said shares and said benefit and accordingly the parties have hereby mutually agreed upon certain terms, conditions, stipulation & covenants in the behalf as hereinafter appearing:

NOW THEREFORE, THIS INDENTURE WITNESSETH AND HEREBY MUTUALLY AGREED, DECLARED CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. The recitals contained herein shall form integral and operative part of this Indenture as if the same were set out and incorporated herein verbatim and are treated as representations and declaration made by the parties hereto.

2. The Transferor hereby transfer, sell, convey, assign, relinquish, surrender, waive, dispose unto the Transferees and the Transferees doth hereby purchases and acquire all the right, title and interest of the Transferor in the said Flat as to its use, occupation, enjoyment and ownership absolutely for due consideration of **Rs. 1,00,00,000/- (Rupees One Crore only)** to be paid by the Transferees to the Transferor as follows:-
- a) Sum of **Rs. 9,00,000/- (Rupees Nine Lakh Only)** (hereinafter the “**Part Consideration**”) has been paid by Transferees to the Transferor as Part Consideration for sale and transfer of the said **Flat** prior to the execution hereof, receipt and adequacies whereof the Transferor doth admits and acknowledges at the foot of these presents, further of and from and every part thereof forever acquit, release and discharge the Transferees.
 - b) Sum of **Rs. 1,00,000/- (Rupees One Lakh only)** 1% T. D. S. are to be deducted as per Govt. Circular i.e. Section 194IA of Income tax Act 1961, and same shall be deposited by the transferee to the Govt. Taxation Authorities.
 - c) Sum of **Rs. 90,00,000/- (Rupees Ninety Lakh only)** to the Transferor within _____ working days from the date of Registration/Execution of Agreements of the said Flat by way of by availing Bank Loan/NEFT/RTGS transfers/Pay orders or by cheque, as and by way of Final payment of the agreed consideration.
 - d) The transfer fees/premiums (if any) of the society i.e. Indraprastha Regency Co-operative Housing Society Limited shall be paid/borne by both the party i.e. Transferor and Transferees equally.
3. It is made cleared agreed, confirmed and declared by the Transferor and the Transferees that the Transferees shall be

bound and liable to pay the Stamp Duty as per the Maharashtra Stamp Act, 1958, and Registration Charges as per the existing market rate on the said Transfer and in the event if the Transferees fails to pay the Stamp Duty and Registration Charges as mentioned herein above then the Transferees herein shall pay all the fines, penalties, Interest, etc. levied by the Concerned Authorities and shall indemnify and keep the Transferor and the Society including the office bearers of the society indemnified against all such as stamp duty or duties and charges including any fines, penalties, interests, etc., as mentioned hereinabove.

4. The Transferor hereby agrees and undertakes that he will present and hand over all the necessary and registered documents including share certificate and chain of agreement in original pertaining or related to scheduled flat to Transferees as required by himself or as demanded by the bank or financial institutions to which Transferees has applied for home loan.
5. The Transferor hereby agrees that on execution of this agreement the Transferor shall hand over absolute vacant and peaceful possession of the said **FLAT** to the Transferees forthwith after receiving the full and final payment of the consideration.
6. It is agreed by and between the Transferor and Transferees to execute the necessary instrument of Transfer of the said **FLAT** and to lodge the same with the said Society together with the share certificates for the purpose of transferring the said shares and the said **FLAT** unto the names of the Transferees in the record of the said Society after the full and final payment of the consideration.
7. The Transferor further agrees and undertakes to obtain all the necessary sanctions, permissions and signatures on all such

documents and papers and to do or cause to be done all such further acts, deeds, matters or things as may be necessary and expedient for absolute & effective transfer the clear marketable rights title in the said **FLAT** in favor of the Transferees after the full and final payment.

8. The Transferor shall give all co-operations to the Transferees to get the approval of the said Society for the transfer of clear, marketable rights in the said **FLAT** in the name of the Transferees and the admission of the Transferees as the member/s of the Society. The Transferor shall sign all Transfer forms for transfer of the said **FLAT** to the names of Transferees in the records of the said Society. The Transferees shall be entitled to get the said **FLAT** transferred to his/her/their names at any time hereinafter once the full and final payment is made to the Transferor.
9. The Transferor hereby agrees and undertakes to execute all further agreements, and affidavits, undertakings and forms etc., in favor of the Transferees as & when required by Transferees and/or the said Society for the perfectly & effectively Transferring the said Flat with all benefits thereof including all amount standing in the credit of Transferor in the records of the said Society towards deposits, stocks, bonds, sinking funds, dividend etc. unto the Transferees. The Transferor herein do hereby declare that the amount lying deposited with the said society and/or ADANI Ltd. or any other authorities in respect of the said Flat and said shares towards the Society charges, sinking fund, security deposits and also for other expenses such as entrance fees and share money or such other deposits towards maintenance charges, electricity connection deposits, etc. shall belong to the

Transferees herein only who shall be entitled for the credit of the same and also will be entitled for the refund of the same.

10. The Transferor hereby agrees and undertakes to pay all the Municipal Taxes, Charges, Water Charges, Electricity, Maintenance, etc., and other incidental outgoing charges payable by laws of Society and under any other laws as applicable for the said **FLAT** up to date of handing over the possession by the Transferor to the Transferees. The same shall be paid by the Transferees thereafter. The Transferor and the Transferees mutually agreed to indemnify each other against any claim in respect thereof. The Transferees hereby agree to pay the regular maintenance, municipal taxes and other taxes as may become payable under the by-laws of the Society and under any other law.
11. The Transferor hereby declares that the Transferor has/have Sole and absolute power to enter into sale deed/agreement for sale with regard to said flat and has/have not created any right, title, or interest in favour of any other Third party or has/have not created any encumbrances charges, liens, attachments on the said **FLAT** or the said shares and to keep the Transferees indemnified in this behalf. The Transferor further declares that he/she/they has/have not received any Notice of any requisition or acquisition of the said flat whereby the said Transferor is/are prohibited or prevented from Transferring the shares, or the said **FLAT** in favour of the Transferees.
12. The Transferor hereby declares that there is no litigation, stay or any legal proceedings with regard to the said flat in any Court of Law, Taxing Authority or with Municipality or Society authorities or other Government or judicial or quasi-judicial authorities. The Transferor further undertakes to

indemnify the Transferees against any such claim laid by any one at a later date.

13. The Transferor hereby release, relinquished, gives up and surrenders all their right, title and interest in the membership of the said Society, the Share Certificate and the said flat in favour of the Transferees forever.
14. Should there be any claim in respect of the said flat from any person or persons or any authority pertaining to any period prior to the transfer of the said flat in the names of the Transferees, the Transferor hereby agrees to indemnify the Transferees against such claims by settling such claims from his/her/their own funds only and taking all the legal responsibilities upon him/her/them.
15. The Transferor hereby agrees and undertakes and declares that in case any nomination, assignment, lien or charge in respect of the said flat and the said shares has/have been made and/or created by the Transferor and/or any one claiming through/under him/her/them prior to this day, in favour of any person or persons other than the said Transferees, the same shall after the execution of these presents, be deemed to be null and void, in-operative, cancelled and deemed to be withdrawn and not binding upon the said Society/Builders and/or the Transferees.
16. Subject to provision of this Agreement, the Transferor agrees to transfer said shares and his/her/their interest in the said flat to the Transferees and the Transferees is/are entitled to hold, possess, occupy and enjoy the said flat without any interruption from the Transferor who hereby further declares that they have full right and absolute authority to enter into this Agreement and transfer the said flat and that they have not done or performed any act, deed, matter or things whatsoever

whereby they may be prevented from entering into this Agreement as purported to be done hereby or whereby the Transferees may be obstructed, prevented or hindered in enjoying the rights to be conferred or transferred or assigned in his/her/their favour or whereby quiet and peaceful enjoyment possession of the Transferees in respect of the said flat may be disturbed and in the event of it being found that the Transferor were not entitled to enter into this Agreement and transfer his/her/their rights, sought or purported to be transferred hereby and the Transferees is/are not able to enjoy quiet and peaceful possession of the said flat due to any such reasons, the Transferor shall within the limit of the consideration mentioned hereinabove and received be liable to compensate, indemnify and/or reimburse the Transferees all the loss or damage which the Transferees may suffer or sustain in this behalf.

17. This Agreement for Sale has been executed in Borivali Dist. Mumbai, the property is situated at Borivali Taluka, and the payment is made in Dist. Mumbai, hence it is subject to jurisdiction of Mumbai Courts of Law.
18. The Transferor has/have declared to the Transferees that Transferor has/have complied with and performed all the obligations on the part of the Transferor, to be performed as member of the society and has/have in no manner committed any breach of the rules and regulations of the said society or any other laws affecting title of said flat and that the right of the Transferor as such is/are in no way affected by any adverse claim/s of any person or persons.
19. The Transferor declares that he/she/they has/have sole and absolute right to transfer the said **FLAT** to the Transferees. From the date of handing over of the possession of the said flat

by the Transferor, the Transferees shall be entitled for absolute, quiet and peaceful possession and occupation of the said **FLAT** without any hindrance of any nature whatsoever by the Transferor or any other person lawfully or equitably claiming through under or in trust for the Transferor.

20. The Transferees hereby agree to abide by the rules and regulations and bye-laws of the said society and other laws as applicable being admitted as the member and to pay and discharge all the cost demands, contribution dues in respect of the said **FLAT** after the date of handing over the Possession of the said **FLAT** by the Transferor to the Transferees.

21. **THE VENDOR/TRANSFEROR HEREBY AGREES, CONFIRMS, AND DECLARES THAT:**

(a) Notwithstanding any act, deed matter or things whatsoever by the Transferor or any person or persons lawfully or equitably claiming by from under or in trust for the Transferor made, done, committed, omitted and knowingly suffered, to the contrary the Transferor has/have in himself/herself/themselves good right, full power and absolute authority in his/her/their own right to assign and transfer the said **FLAT** and the said Shares in favour of the Transferees.

(b) That neither the Transferor, nor the Society, nor any persons claimed by from or under in trust for them or any of them have created any trust charges, mortgage, lien or any other encumbrances on the said **FLAT** or any part thereof and that there is/are no notice of impendence or attachment pending or subsisting in respect of the said **FLAT** or the said Shares into any agreement or documents for sale, lease, mortgage or charges of the said **FLAT** or any part thereof.

22. If the transaction is not completed on account of the willful default on the part of the Transferor then the Transferees shall be entitled to cancel the Agreement for Sale, claim and recover all the money paid as part of full payment towards purchase of said **flat**, including claims of losses, charges, costs etc., incurred till date of such cancellation without prejudice to his/her/their other rights and remedies in law.
23. If the transaction is not completed on account of the willful default of the Transferees then the Transferor shall be entitled to cancel the Agreement for Sale and return all the money received from Transferees after deduction of actual losses, charges, costs etc., incurred by the Transferor till date of such cancellation without prejudice to his/her/their other rights and remedies in law.
24. The Transferor covenants with the Transferees that he/she/they shall not do any act, deed or thing creating any charge, lien or encumbrance in respect of scheduled flat during the subsistence of this agreement.
25. This agreement shall always be subject to the provision contained in the Maharashtra Ownership Act (Mah. Act. No. XV/1963) 1963 and Maharashtra Ownership Rules 1964 or any other provision of laws applicable hereto.
26. It is hereby expressly provided and agreed by both Transferees and Transferor hereto that both parties are entitled to enforce specific performance of the agreement against each other in case of breach of any conditions mentioned in this agreement along with right to claim all costs, charges, expenses and losses suffered by either of the parties.

:THE SCHEDULE ABOVE REFERRED TO:

Flat No. 101 on the 1st Floor, in the “A” Wing, admeasuring area 684 sq. ft. carpet of the Indraprastha Regency CHS Ltd., situated at Plot No. A-2, Road No. 4, Motilal Nagar No. 1, New Link Road, Trikoni Maidan, Goregaon (West), Mumbai –400104, constructed on land or ground bearing CTS No. 249 (pt.) & 3, Revenue Village – Pahadi Goregaon, Taluka - Borivali, in the registration district and sub district of Mumbai Suburban, within the assessment jurisdiction of “P/South” ward of the MCGM, The year of the construction of the Building is 2009 and the number of floors of building is Ground + 7 upper Floors with lift facility.

IN WITNESS WHEREOF THE VENDOR/TRANSFEROR AND THE TRANSFEREES hereto and hereunto set and subscribed their respective hands on the day, Month and the Year above written in the presence of the following Witnesses.

SIGNED & SEALED DELIVERED)
BY THE WITHINNAMED TRANSFEROR)
Mrs. TRUPTI PRAKASHCHANDRA)

In the presence of witnesses:-)
1 _____)
2 _____)

SIGNED & SEALED DELIVERED)
BY THE WITHINNAMED TRANSFEREES)
(1) Mr. VIPIN KUMAR INDRAMANI)
UPADHYAY)

(Through its constituted power of Attorney)
Mrs. VANDANA VIPIN UPADHYAY))

&)
(2) Mrs. VANDANA VIPIN UPADHYAY)

In the presence of witnesses:-)
1. _____)
2. _____)

RECEIPT

Received the Transferees within named (1) **Mr. VIPIN KUMAR INDRAMANI UPADHYAY & (2) Mrs. VANDANA VIPIN UPADHYAY** sum of **Rs. 9,00,000/- (Rupees Nine Lakh Only)** being the Part Consideration towards the sale of the **Flat No. 101 on the 1st Floor, in the "A" Wing, admeasuring area 684 sq. ft. carpet of the Indraprastha Regency CHS Ltd., situated at Plot No. A-2, Road No. 4, Motilal Nagar No. 1, New Link Road, Trikoni Maidan, Goregaon (West), Mumbai –400104, as Specified hereinafter: -**

Sr. No.	<u>Cheque No./ RTGS / NEFT</u>	<u>Bank Name</u>	<u>Date</u>	<u>Amount</u>
1.				
2.				
3.				
	Total			9,00,000/-

I Say Received Rupees Rs.9,00,000/-

Mrs. TRUPTI PRAKASHCHANDRA

In the presence of the following witnesses:-

Place: Mumbai

Date:

1].....

...../...../2023

2].....

**Cheque/s and negotiable instrument/s issued herein is/are subject to realisation. is/are subject to realisation.*