

**AGREEMENT FOR SALE**

This AGREEMENT FOR SALE is made and executed at Mumbai on the \_\_\_\_ Day of November 2023.

**BETWEEN.**

**MR. ARUP BHATTACHARYA**, age about **66 years**, Pan No. **ABAPB4048C**, having address at Tower B, Flat 18F, Eden Court, Tata Housing, New Town Action Area 2, Rajarhat, Gopalpur (M), North 24 Parganas, West Bengal, 700157. and hereinafter for the sake of brevity and convenience referred to as the "**SELLER**" (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and includes their respective heirs, executors, administrators and assigns) .... **of the ONE PART**

**AND**

**MR. MOHIT SANJAYKUMAR PANDEY**, age about **34 years**, Pan No. **AUEPP4388E**, having address at Room No. 232, C.G.S. Colony, Type No. 4, Near Wadala Post Office, Wadala West, Mumbai 400031 & **DIVYA SACHDEVA**, age about **33 years**, Pan No. **DDGPS6042Q** having address at C4F/199, Janak Puri, Delhi- 110058. Hereinafter referred to as the "**PURCHASERS**" (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and includes their respective heirs, executors, administrators, and assigns) ..... **of the OTHER PART.**

The terms "**SELLER**" and "**PURCHASERS**" are hereinafter for the sake of brevity and convenience collectively referred to as the "**PARTIES**".

WHEREAS the SELLER has represented to the PURCHASER that:

a. By and under an **AGREEMENT FOR SALE** dated 3rd Day of February 2017 registered in the Joint Sub-Registrar Office Kurla 2, under Registration No. **KRL2-1102-2017**, on Date 04.02.2017, executed between **M/S. MAYFAIR HOUSING, A Partnership Firm** Registered under the Indian Partnership Act,

1932, and having its regd. office at 1, Mayfair Meridian, Near St. Blaise Church, Ceaser Road, Amboli, Andheri West. Mumbai - 400058. (Hereinafter called the PROMOTERS) sold to the **MR. ARUP BHATTACHARYA**, a Flat No. A-1002, admeasuring 700 (i.e. 65.03 sq. mtrs.) carpet area, situated on the 10th Floor, A wing, Mayfair Hillcrest, Powai Hill Road, Off Godrej Hiranandani Link Road, Behind Municipal School, Vikhroli West, Mumbai - 400079 situated on land bearing C.T.S. No. 2A/3B of Village of Ghatkopar, Taluka-Kurla, within the Municipal Corporation of Greater Mumbai, within the Mumbai Suburban District and which is more particularly described in schedule hereunder written (hereinafter referred to as the "**SAID FLAT**") at or for the consideration and upon the terms and conditions therein mentioned.

b. And thus, vide transactions mentioned hereinabove The SELLER herein since the date of the said Agreement for Sale dated 3rd Day of February 2017, in respect of the said Flat is enjoying the absolute ownership and possession of the said Flat, as absolute and exclusive owner thereof. And that ownership, possession, right, title and interest of the SELLER herein, in respect of the Said Flat, is clear, marketable and free from all kinds of claims, charges, litigation, share, right, title and/or encumbrances of any nature whatsoever.

c. Upon completion of the construction of the said building, the Members formed and incorporated a Society being named as **MAYFAIR HILLCREST CO-OPERATIVE HOUSING SOCIETY LIMITED**. Under the provisions of the Maharashtra Co-operative Society 1960, bearing its Registration no. MUM/WS/H.S.G (TC)/10715/2014-15/ Dt.23/02/2015, (Herein referred to as the "SAID SOCIETY"}, The SELLER has become member of the said society.

d. The said Society has issued Share Certificate No. **45**, Distinctive no. **441** to **450** in respect of the said Flat in favour of the SELLER on Dated 1<sup>st</sup> August

2018. The SELLER undertake to duly perform and complete all the Formalities of Society transfer in respect of the said flat in the Favor of the PURCHASERS.

e. Since the date of purchase of the Said Flat, the SELLER herein is in exclusive use and possession thereof as absolute owner thereof. And since the date of possession of the Said Flat and till date, the SELLER herein has regularly and punctually paid all outgoing, taxes, repairs, renewals, maintenance and all other charges in respect of said flat.

f. The SELLER also represents to the PURCHASERS herein that the SELLER'S ownership, right, title, possession in respect of the said flat is clear, marketable and free from all kinds of encumbrances of any nature whatsoever. And the SELLER further declare that he is freely entitled to deal with and dispose-off the Said Flat to any Party and/or person/s of their choice, in such manner, for such consideration and on such terms and conditions as he may deem fit, proper and appropriate, without any reference and/or consent and/or approval from anyone else.

g. And in view of the Warranties and representations made by the SELLER and faithfully believing the same to be true and correct, the PURCHASERS herein have agreed to purchase and acquire the Said Flat from the SELLER herein subject to the terms and conditions hereof.

And the PARTIES hereto have agreed to enter in to this AGREEMENT FOR SALE in supersession of all previous writings, deeds, documents, agreements that are signed between the PARTIES hereto in respect of the transaction herein contemplated.

AND WHEREAS the SELLER will execute the requisite Deeds, Documents, Forms & Applications as required under The Transfer of Property Act, 1882 towards sale, transfer of ownership in his said Flat.

NOW THEREFORE THIS AGREEMENT FOR SALE WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The SELLER hereby agree and warrant to the PURCHASERS that what is mentioned in the recitals deems to have been repeated and reproduced herein ad verbatim and forms integral part of this Agreement for Sale. And based on those declarations and warranties of the SELLER, and faithfully believing the same to be true and correct, the PURCHASERS have agreed to purchase from the SELLER, the Said Flat free from all kinds of liabilities, claims, disputes, charges, litigation, assignment, encumbrance and subject to what is mentioned herein.

2. The SELLER herein have agreed to sell the Said Flat, free from all kinds of liabilities, claims, disputes, charges, litigation, assignment, encumbrance to the PURCHASERS herein and the PURCHASERS have agreed to purchase the same (together with all amenities and facilities appurtenant to the Said Flat) for Total consideration amount **Rs. 1,58,00,000/- (Rupees One Crore Fifty Eight Lakhs Only)** which is agreed to be paid by the PURCHASERS to the SELLER in the manner as mentioned below :

3. a. The PURCHASERS herein have paid to the SELLER a sum of **Rs.1,00,000/- (Rupees One Lakh Only)** vide IMPS having Ref no. CJW3395372, Dated 28/10/2023 drawn on ICICI Bank, Chuannabhatti Branch towards the Token for the purchase of the Said Flat (Which the SELLER admit and acknowledge and have issued valid receipt for the same).

b. The PURCHASERS herein have paid to the SELLER a sum of **Rs. 30,12,000/- (Rupees Thirty Lakhs Twelve Thousand Only)** vide RTGS Ref no

\_\_\_\_\_ Dated \_\_\_/11/2023 from \_\_\_\_\_ Bank,

\_\_\_\_\_ Branch, towards the Part Payment for the purchase of the Said Flat (Which the SELLER admit and acknowledge and have issued valid receipt for the same).

c. The PURCHASERS shall deduct **Rs. 30,000/- (Rupees Thirty Thousand only)** from the total consideration and pay the Society transfer Charges.

d. **Rs. 1,58,000/- (Rupees One Lakh Fifty-Eight Thousand only)** shall be deducted on account of TDS at the Rate of 1% of the total consideration as per the provisions of 194 IA of the Income Tax Act 1961. The PURCHASERS shall pay this amount to the Income Tax Department and submit TDS payment challan and TDS Certificate to SELLER within 15 days from the execution date.

e. For the balance sum of **Rs. 1,25,00,000 /- (Rupees One Crore Twenty Five Lakhs Only)** the PURCHASERS shall be availing loan from Bank/NBFC/Financial Institutions and pay to the SELLER by way of Full and Final payment within 30 working days after Registration which the PURCHASERS agree and which shall be adjusted as Full and Final Payment of the Total Consideration. The Seller shall hand over Original Chain of Agreements, Original Stamp Duty and Registration Receipts, Share Certificate, Allotment letter, Society Provisional NOC for Sale Agreement and all original papers to the PURCHASERS for loan process.

4. The Total Consideration of **Rs. 1,58,00,000/- (Rupees One Crore Fifty Eight Lakhs Only)** to be paid, in the manner mentioned hereinabove, by the PURCHASERS to the SELLER, the SELLER do hereby sell, transfer, assign to and in favour of the PURCHASERS, absolute and exclusive ownership, possession, right, title and interest, free from all kinds of encumbrances of any nature whatsoever, created howsoever, in respect of the Said Flat, in the said building, together with the exclusive and absolute ownership, right, title and interest in respect of the Said Flat free from all kinds of encumbrances including

sale, transfer, claims, inheritance, right, title, interest, litigation, objections, orders, encumbrances of any nature whatsoever.

5. The said Total Consideration of Rs. 1,58,00,000/- (Rupees One Crore Fifty Eight Lakhs Only) to be paid by the PURCHASERS to the SELLER, is inclusive of cost of amenities, fitting, etc., lying and attached to the Said Flat and Further towards reimbursement cum return/refund of various deposits, credits, sinking Fund, advances, share money etc. paid by the SELLER to various authorities including the said Society, the Municipal Corporation and all its departments BSES/TATA Power/ Adani Electricity and all other bodies, authorities etc., from time to time till now, for and in connection with the Said Flat and for any other reason/s whatsoever. It is further agreed that from the date hereof that all such deposits, credits, sinking fund, advances etc. lying with various authorities including the Society, the MCGM and all its departments, the BSES/TATA Power/Reliance Energy and all other bodies authorities etc. hence forth stand duly transferred by the SELLER to and in the favour of the PURCHASERS, completely and Fully and Forever and without any Further and/or separate writing from the SELLER.

6. The SELLER do hereby declare and warrant to the PURCHASERS that:-

a. His ownership, right, title, interest and possession in respect of the Said Flat is clear and marketable and free from all kinds of encumbrances including sale, share, right, title, interest, transfer, mortgages, claim, charges, litigation, statutory default charges, inheritance, order judgment of any nature whatsoever.

b. He has neither created nor permitted to be created, in any manner whatsoever, any right title interest claim, charge, mortgage, litigation, dispute sale, transfer encumbrances of any nature whatsoever whether by consent and/or otherwise howsoever on the Said Flat.

c. All outgoing, liabilities, maintenance, charges cost expenses etc. of, concerning relating to and in respect of the Said Flat, for the period up to the date of handing over of the possession of the Said Flat are to be borne and paid by the SELLER only. And all outgoing charges, cost, expenses etc. of, concerning relating to and in respect of the Said Flat, arising and payable in respect of the Said Flat for the period after the date of handing over of the possession of the Said Flat shall be paid by the PURCHASERS.

d. He has neither created nor permitted nor allowed to be created any tenancy/claim/charges/lease/license and/or any other rights of any nature whatsoever on the said flat. And that the SELLERS possession of the Said Flat is clear and marketable and free of all kinds of encumbrances of any nature whatsoever.

e. He will, at his own costs charges and expenses clear, settle and pay off all claims, charges, liabilities, litigation, payments, outstanding claims, on the said flat pertaining to the period the SELLER has held possession of the Said Flat and shall ensure that the PURCHASERS get the Said Flat without any outstanding/unpaid/unsettled liabilities, claims, charges, litigation, encumbrances of any nature whatsoever. And for the period that the SELLER has held possession of the Said Flat, the SELLER do hereby indemnify and shall always keep indemnified, save and harmless, the PURCHASERS of from and against all such claims, demands, litigation, liabilities losses, damages premiums, payments liabilities which the PURCHASERS may suffer, incur and/or for which the PURCHASERS are made liable in respect of the Said Flat.

7. The SELLER undertakes to hand over to the PURCHASERS the following Original documents, simultaneously with receipt of the entire consideration.

i. Original Agreement for Sale Dated 3rd Day of February 2017 registered with the Sub- Registrar Kurla-2, under the Registration no. KRL2-1102-2017, Dated

04.02.2017, and executed by M/S. MAYFAIR HOUSING in the name of SELLER along with Allotment Letter/Possession Letter.

- ii. Original NOC issued by the Society, for transfer of the said flat, in the name of the PURCHASERS herein.
- iii. SELLER shall hand over the executed transfer forms for transferring the share certificate in the name of PURCHASERS.

8. It is further agreed by the SELLER that in case if at any time hereafter, any further and other documents, letter, writings, deeds pertaining to the SAID FLAT is/are found in the custody and/or control of the SELLER and/or anyone under the SELLER, the same will be handed over by the SELLER to the PURCHASERS, immediately and forthwith and without claiming any money and/or consideration of any nature whatsoever.

9. The SELLER further agree to sign and execute such further and other documents, deeds, writings, Agreements, Society Papers etc. as the PURCHASERS may require at any time hereafter in respect of the Said Flat, in order to more perfectly and effectively carry out the intent and purpose of this Agreement for Sale in respect of sale of the Said Flat, as contemplated herein including transfer of ownership, possession, rights, title, interest in respect of the Said Flat and in records of all concerned authorities, the Society, the MCGM, and all others. At the cost of PURCHASERS.

10. The SELLER undertake to hand over the vacant and peaceful possession of the Said Flat to the PURCHASERS in full performance of these presents, after having received the entire consideration of Rs. 1,58,00,000/- (Rupees One Crore Fifty Eight Lakhs Only) as mentioned herein above, for which the SELLER shall issue a Possession Letter in the name of the PURCHASERS herein. Thereafter the PURCHASERS shall be entitled to use, enjoy, own, possess, sale, transfer and/or



deal with and dispose of the Said Flat in such manner and on such terms and conditions and for such price and consideration as the PURCHASERS may in their own discretion deem fit proper and appropriate.

11. The PURCHASERS agreed to become member in the said Society, in respect of the Said Flat. The PURCHASERS further agreed to abide by the rules and regulations of the Said Society. The PURCHASERS further agree and undertake to pay regularly and punctually all outgoings and charges in respect of the Said Flat for the Period commencing from the day the PURCHASERS are handed over vacant and peaceful possession of the Said Flat in full performance of these presents.

12. It is further agreed by and between both the PARTIES hereto that the PURCHASERS shall alone pay the Stamp Duty and Registration charges in respect of this agreement of sale.

13. It is clearly understood and agreed by and between both the PARTIES hereto that time is the essence of the contract and that in the event of the PURCHASERS being unable to make full and final payment of Rs. 1,58,00,000/- (Rupees One Crore Fifty Eight Lakhs Only) towards the purchase of the SAID FLAT as mentioned hereinabove, for whatsoever reason, on or before the 30 working days from the date of registration, this agreement for sale stands cancelled automatically and shall be deemed to have become null and void and the entire money paid till date by the PURCHASERS to the SELLER shall be returned by the SELLER to the PURCHASERS without any interest within 30 days from such cancellation. And no liabilities shall be claimed by the PURCHASERS. It is also understood and agreed by and between the PARTIES hereto that upon such a cancellation of this agreement the SELLER shall be at liberty to use, enjoy, own, possess, sell, transfer and/or deal with and dispose of

the Said Flat in such manner and on such terms and conditions and for such price and consideration as the SELLER may in his own discretion deem fit and proper and the PURCHASERS shall not be entitled to question such a sale or to claim any amount from the SELLER.

14) It is understood and agreed upon by and between both the PARTIES that the payments have been made or are to be made in MUMBAI, and this agreement for sale is subject to Mumbai Jurisdiction.

**THE SCHEDULE ABOVE REFERRED TO**

A Flat bearing No. A-1002 admeasuring approximately 700 (i.e. 65.03 sq. mtrs.) carpet area on the 10th Floor, A wing, Mayfair Hillcrest Co-Operative Housing Society Limited, situated at Powai Hill Road, Off Godrej Hiranandani Link Road, Behind Municipal School, Vikhroli West, Mumbai 400079, being lying and situated on the land bearing C.T.S. No. 2A/3B of Village Ghatkopar, Taluka Kurla, within Municipal Corporation of Greater Mumbai, within the Mumbai Suburban District.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SIGNED AND EXECUTED THESE PRESENTS ON THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.

SIGNED AND DELIVERED BY

The within named "SELLER"

**MR. ARUP BHATTACHARYA**

In presence of \_\_\_\_\_ )

1.

2.

SIGNED AND DELIVERED BY

The within named "**PURCHASER**"

**MR. MOHIT SANJAYKUMAR PANDEY**

**DIVYA SACHDEVA**

In presence of \_\_\_\_\_ )

1.

2.

**R E C E I P T**

Received from the within named PURCHASERS **MR. MOHIT SANJAYKUMAR PANDEY & DIVYA SACHDEVA** a sum of **Rs. 31,42,000/- (Rupees Thirty One Lakhs Forty Two Thousand Only)** being the part payment amount towards the sale of the said Premises being Flat No. A-1002, 10th Floor, A wing, Mayfair Hillcrest Co-Operative Housing Society Limited, Powai Hill Road, Off Godrej Hiranandani Link Road, Behind Municipal School, Vikhroli West, Mumbai 400079. as per the terms and conditions set under the Agreement for sale dated \_\_\_ November, 2023.

<b>SR. NO.</b>	<b>BANK NAME</b>	<b>BRANCH NAME</b>	<b>CHEQUE NO./RTGS/IMPS</b>	<b>DATE</b>	<b>AMOUNT</b>
1.	ICICI Bank	Chuannabhatti	CJW3395372	28/10/2023	<b>Rs.1,00,000/</b>
2.					<b>Rs.30,12,000/</b>
3.					<b>Rs.30,000/</b>
<b>TOTAL</b>					<b>Rs.31,42,000/-</b>

**I SAY RECEIVED**

**Rs. 31,42,000/- (Rupees Thirty One Lakhs Forty Two Thousand Only)**

**MR. ARUP BHATTACHARYA**

**(SELLER)**