

# Agreement For Sale

**THIS AGREEMENT FOR SALE** is made and entered into at Mumbai this ..... Day of ..... **Two Thousand Twenty Three (2023)**, BETWEEN:

**(1) DR. CHIRAG JYOTIRVADAN DALAL**, aged: 43 years, [PAN: **AIGPD6431Q**] [UID: **9842 7838 1726**] & **(2) DR. (MRS) ANJALI CHIRAG DALAL**, aged 41 years [PAN: **AREPK7355D**] [UID: **5949 8837 8935**] both adults, Indian Inhabitants of Mumbai, residing at **Flat No.B-1106, New Vasant Apartments, Plot No.65-66, Garodia Nagar, Ghatkopar (East), Mumbai-400 077**, hereinafter called "**the VENDORS / TRANSFERORS**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors and administrators) the PARTY OF THE FIRST PART;

AND

**MR. SANDEEP SOMESHWAR ONKAR**, aged 42 years, [PAN: **AALPO1040K**] [UID: **8757 8855 9882**] an adult, Indian Inhabitant of Mumbai, residing at **Flat No.604, Kalpana CHS Ltd, Opp. Building No.36, Tilak Nagar, Chembur, Mumbai-400 089**, hereinafter called "**the PURCHASER / TRANSFEREE**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his heirs, legal representatives, executors, administrators and assignees) of the OTHER PART;

**WHEREAS:**

1) By an registered Conveyance dated 25<sup>th</sup> August 2006. The Owners of Plot No.86 & 87 in Sub-section III, admeasuring 2658.86 Square meters, lying and being situated at **Chembur Sector-D, Pestom Sagar, Chembur, Mumbai – 400089**, in the Municipal Ward M/West, have sold and conveyed the said property consisting of land and old dilapidated building structure to **M/s. AM DEVELOPERS**, (formerly known as M/s. Value-Man Realtors) [PAN : AAFV5525L] a partnership Firm registered under the provisions of the Indian Partnership Act, 1932 having its Registered Office at 345, Kailash Plaza, Vallabh Baug Lane, Ghatkopar (East), Mumbai – 400 077, represented by its partners Mr. Champaklal V. Chedda & 2) Mr. Rajendra V. Shah, therein referred to as “**(THE DEVELOPERS)**” have acquired all that piece and parcel of land and the building structure stand alone on plot of land bearing **C.T.S.No.561, 561/1-42**, lying and situated at Village: **Chembur**, in sub-section III, admeasuring about 2658.86 Sq. Metres or thereabout together with a old building structure standing thereon in the Registration District and Sub-District of Mumbai.

2) In pursuance of the said Conveyance Deed, the said M/s. AM Developers (formerly known as M/s. Value-Man Realtors) have become owner of the said ‘Amar Mahal’ building which is in a dilapidated condition and the same is required to be redeveloped and reconstructed by demolishing the existing ‘Amar Mahal’ building and constructing new building of the said property.

3) The Developers have constructed two separate multi storied buildings on the said property, one building for the Sales Tower-1, with Wing "A" & Wing "B" and another building for the tenants rehab tower-2, with Wing "C" in accordance with the plans, designs, specifications approved by the Concerned Local Authority. Both the buildings shall be named as "Aaradhya One" Tower 1 (Sales) and Tower (2) (Rehab) respectively.

4) By virtue of the aforesaid Agreements the Developers are entitled to and enjoy upon to construct a building/s known as "**Aaradhya One**" on the said property and sell Flat, Open / Stilt Car Parking Spaces, Terraces, Walls, Hoarding Spaces, Etc.

5) The VENDORS / TRANSFERORS (1) **DR. CHIRAG JYOTIRVADAN DALAL** & (2) **DR. (MRS) ANJALI CHIRAG DALAL** have jointly purchased and acquired a residential **Flat No.A-802, 8<sup>th</sup> Floor, "A" Wing, Tower-1, Aaradhya One Building, G. M. Road, Pestom Sagar Road No.1, Amar Mahal, Chembur (West), Mumbai-400 089** directly from M/s. A. M. Developers, vide an **Agreement for Sale dated 24<sup>th</sup> February 2016 duly Registered under Document Registration No.KRL5-1672-2016 dated 24-02-2016 with Joint Sub Registrar, Kurla-5, M.S.D.**

6) By virtue of the said agreement, the VENDORS / TRANSFERORS are the absolute owners of and well sufficiently entitled to **Flat No.A-802, on the 8th Floor, 'A' Wing, Tower-1** in the building known as "**Aaradhya One**", situated at **G. M. Road,**

**Pestom Sagar Road No.1, Amar Mahal, Chembur (West), Mumbai-400 089, admeasuring 643 Sq.Ft. (Carpet) equivalent to 71.71 Sq. Mtrs. (Built-up) area, along with One Car Parking Space in the building compound, on Plot bearing No.86 & 87, C.T.S.No.561, and 561/1-42, lying and situated at Village: Chembur, within the Registration District of Mumbai Suburban District, (more particularly described in the Schedule hereunder), hereinafter referred to as “the said Flat”)**

7) As such Flat Purchasers have formed the Co-operative Housing Society in the name and style of **Aaradhya One A & B Co-op. Hsg. Soc. Ltd**, registered under the Maharashtra Co-operative Societies Act, 1960 vide Registration No.**MUM/WN/HSG/(TC)/11046/18-19 / YEAR 2018 Dated 26.10.2018**, having its registered office at the Society’s building **“Aaradhya One” Building, Plot No.86 & 87, G. M. Road, Pestom Sagar Road No.1, Amar Mahal, Chembur (West), Mumbai-400 089**, hereinafter referred to as **“the said Society”**. The said Society have allotted (10) fully paid up Shares of Rs.50/- each under **Shares Distinctive Nos. 291 to 300** (both inclusive) under **Share Certificate No.030, and Members Register No.030 dated 26<sup>th</sup> November, 2019**, to the VENDORS / TRANSFERORS herein, hereinafter referred to as **“the said Shares”**;

8) The VENDORS have obtained and submitted to the PURCHASER **NO OBJECTION CERTIFICATE** from the **Aaradhya One A & B Co-op. Hsg. Soc. Ltd**, for the transfer of the

said premises in favour of the PURCHASER / TRANSFEREE. The VENDORS have, on execution of these presents, shall hand over to the PURCHASER / TRANSFEREE all the required documents duly signed by them.

9) That the VENDORS are the absolute owners of the said Flat having full control and rights over the possession of the said Flat and benefits and that neither the VENDORS nor anyone else on their behalf 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 thereof, in any way or any manner whatsoever.

10) That the VENDORS herein have not been disqualified or rendered disentitled either by law, equity or otherwise on account of any action or proceedings or any act of commission or omission including any forfeiture, confiscation, acquisition, requisition and / or reservation or otherwise and there was no and is no dispute filed or pending or disposed off in respect of the said Flat or in respect of the said building and the said property to the knowledge, notice (expressed and / or information) of the VENDORS;

11) That in the manner aforesaid the VENDORS have truly, honestly, bonafidely and in good faith disclosed to the PURCHASER, 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 bonafide

representation (or any misrepresentations or to concealment from the PURCHASER in bad faith) of anything whatsoever in that behalf and in any manner whatsoever.

12) Upon the strength of the representations and declarations made by the VENDORS to the PURCHASER, the parties have negotiated for sale and purchase of the said Flat in the said building on the said property with all incidental benefits and right, title, interest, claim, estate possession and property rights, present and future in respect thereof at law, equity and otherwise at or for the lumpsum price of **Rs.1,90,00,000/- (Rupees One Crore Ninety Lakhs only) inclusive of T.D.S. @1%** payable to the VENDORS with all benefits with legal rights 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 mentioned in these presents with otherwise clear and marketable title, free from all encumbrances and reasonable doubts.

13) The PURCHASER is entitled to deduct **Income Tax @ 1% U/s 194 IA of the Income Tax Act 1961** on the total consideration of **Rs.1,90,00,000/- (Rupees One Crore Ninety Lakhs only)** payable to the VENDORS for sale, transfer and assignment of the said flat. Hence in terms of the said provisions of the Income tax Act 1961, Income Tax of **Rs.1,90,000/- (Rupees: One Lakh Ninety Thousand only)** is deducted by the PURCHASER from the total consideration of **Rs.1,90,00,000/- (Rupees One Crore Ninety**

**Lakhs only)** and deposited the same with Government at the time of making the final payment in full and final settlement and provide the T.D.S. Certificate

14) Now the parties are desirous of executing this sale agreement in respect of the said Flat in the said building on the said property with the shares and the benefits and accordingly the parties have hereby mutually agreed upon certain terms, conditions, stipulations and covenants in that behalf as hereinafter appearing.

**NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

1. That the value of the said residential **Flat No.A-802**, on the **8th Floor, 'A' Wing, Tower-1**, in the building known as **"Aaradhya One"**, of **Aaradhya One A & B Co-op. Hsg. Soc. Ltd, G. M. Road, Pestom Sagar Road No.1, Amar Mahal, Chembur (West), Mumbai-400 089**, admeasuring **643 Sq.Ft. (Carpet) equivalent to 71.71 Sq. Mtrs. (Built-up) area**, together with **One Car Parking** in the building compound on **Plot bearing No.86 & 87, C.T.S.No.561, 561/1-42 of Village – Chembur, Taluka – Kurla, within the Registration District of Mumbai Suburban**, together with fixtures and fittings and all the rights, title, claim, interest, benefits of the VENDORS in the said building has been fixed

at **Rs.1,90,00,000/- (Rupees One Crore Ninety Lakhs only) inclusive of T.D.S. @1%.**

2. That the PURCHASER, **on or before execution** of these presents has paid to the VENDORS the sum of **Rs.1,20,00,000/- (Rupees One Crore Twenty Lakhs only) including T.D.S. @1%** by Cheque / RTGS fund transfer towards Earnest Money / token advance / First part payment as against the full cost price / consideration amount of **Rs.1,90,00,000/- (Rupees One Crore Ninety Lakhs only)** for agreeing to purchase and acquiring the said residential **Flat No.A-802, on the 8th Floor, 'A' Wing, Towner-1** in the building known as **"Aaradhya One" of Aaradhya One A & B Co-op. Hsg. Soc. Ltd, situated at G. M. Road, Pestom Sagar Road No.1, Amar Mahal, Chembur (West), Mumbai-400 089, admeasuring 643 Sq.Ft. (Carpet) equivalent to 71.71 Sq. Mtrs. (Built-up) area,** together with **One Car Parking Space** in the Building Compound, **Plot bearing No.86 & 87, C.T.S.No.561, 561/1-42,** lying and situated at Village: **Chembur, within the Registration District of Mumbai Suburban,** and all the rights of the VENDORS in the said building, (the payment and receipt whereof, the VENDORS doth hereby admit and acknowledges the receipt of earnest money, first and second part payment and every part thereof, doth forever acquit, release and discharge the PURCHASER).



3. **Rs.70,00,000/- (Rupees Seventy Lakhs only)** by way of NEFT / RTGS / P.O. paid directly in favour of the VENDORS in full and final settlement for acquiring the said **Flat No.A-802**, on the **8th Floor, 'A' Wing, Tower-1**, in the building known as "**Aaradhya One**", of **Aaradhya One A & B Co-op. Hsg. Soc. Ltd, G. M. Road, Pestom Sagar Road No.1, Amar Mahal, Chembur (West), Mumbai-400 089**, admeasuring **643 Sq.Ft. (Carpet) equivalent to 71.71 Sq. Mtrs. (Built-up) area**, by availing housing loan from financial institutions, banks or any other source within ..... **days**, Subsequent to the payment of Stamp Duty and Registration formalities duly completed. The payment and receipt whereof, the VENDORS doth hereby admit and acknowledges and from the same and every part thereof, doth for ever, acquit, release and discharge the PURCHASER. On receipt of the balance consideration in full and final settlement only the VENDORS shall hand over the vacant and peaceful possession of the said Flat together with all title Agreement, documents, deeds, bills, receipts etc to the PURCHASER. Failure to this commitment of both the parties shall lead to cancellation of this Agreement. It is understood by both the parties that payment of balance money as well as possession of the flat is essential terms of this Agreement for Sale. **And it is also further agreed that after receiving the above amount and when the**

**possession is given, this Agreement will be deemed to be the final Sale Deed and further no separate Sale Deed is to be made.**

4. The VENDORS doth hereby sell, transfer and assign the said Residential **Flat No.A-802**, on the **8th Floor, 'A' Wing, Tower-1**, in the building known as **Aaradhya One**", of **Aaradhya One A & B Co-op. Hsg. Soc. Ltd**, situated at **G. M. Road, Pestom Sagar Road No.1, Amar Mahal, Chembur (West), Mumbai-400 089**, admeasuring **643 Sq.Ft. (Carpet) equivalent to 71.71 Sq. Mtrs. (Built-up) area**, together with fixtures and fittings, on plot bearing **C.T.S.No.561, 561/1 to 561/42**, lying and situated at Village: **Chembur, within the Registration District of Mumbai Suburban** and (more particularly described in the Schedule hereunder written);
5. That in consideration of receipt, the VENDORS shall hand over the physical possession of the said residential **Flat No.A-802**, on the **8th Floor, 'A' Wing, Tower-1**, in the building known as "**Aaradhya One**", of **Aaradhya One A & B Co-op. Hsg. Soc. Ltd**, **G. M. Road, Pestom Sagar Road No.1, Amar Mahal, Chembur (West), Mumbai-400 089** to the prospective PURCHASER and also shall sign and execute all the necessary papers, forms, documents, etc. for transfer of the said Flat and all the ownership rights in the said building by the VENDORS to the PURCHASER.

6. That it is understood between the parties that the PURCHASERS shall approach the financial institutions or banks (hereinafter called the "Mortgagor Bank") for getting home loan facilities for paying the balance consideration and hence the VENDOR undertakes to co-operate in giving and or collecting all relevant information, documents, Society NOC etc. that would be necessary to expedite disbursement of sanctioned housing loan to the VENDORS / TRANSFERORS directly.
7. That the VENDORS / TRANSFERORS further declare that they have not received any notice either from the said **Aaradhya One A & B Co-op. Hsg. Soc. Ltd** or the State of Maharashtra or from any other Authorities, affecting the right, title and interest of the VENDORS in respect of the said Flat.
8. That the VENDORS doth hereby declare that they the VENDORS have full right and absolute authority to sell, transfer and assign the above said Flat and all the rights, title, interest, claims and benefits in the said property, and that the VENDORS have no other co-holder, partner or any other person having any right, title, claim, interest or benefit of any nature whatsoever in the said flat or any part thereof, and the VENDORS hereby further declares that neither the VENDORS, nor any person on their behalf has encumbered, charged mortgaged, assigned, transferred or otherwise dealt

with the said Flat as to affect or impair the rights of the PURCHASER, and the VENDORS doth hereby agreed and undertake to reimburse and indemnify the PURCHASER fully, in case if any damage or loss be suffered by the PURCHASER and / or any of him due to any encumbrances.

9. The VENDORS shall have no right, title, interest, share, claim or benefit of any kind whatsoever the said Flat or any part thereof and the same shall belong to the PURCHASER absolutely. The VENDORS shall not hereafter transfer, alienate, encumber or deal with the said Flat or any part thereof in any manner whatsoever to any one else.
10. The VENDORS are not restricted by either Income Tax Act, Gift Tax Act, Wealth Tax Act, or any other statute from disposing off the said Flat.
11. That the VENDORS doth hereby agreed that they, the VENDORS shall not at any time claim any amount from the said Society in respect of the amounts paid for acquiring the said shares, the said Flat or for any purpose whatsoever.
12. The VENDORS doth hereby covenant with the PURCHASER that all the amounts standing to the credit of the VENDORS till this day in the Books of the said **Aaradhya One A & B Co-op. Hsg. Soc. Ltd** towards deposit, entrance fees and other amounts to which the VENDORS are

legitimately entitled to, shall be transferred to the name of the PURCHASER in the records of the said Society.

13. That the VENDORS doth hereby further agree that they shall at all times, full co-operate the PURCHASER in getting the said Flat and the shares, all their rights in the said property transferred in the name of the PURCHASER and agreed to sign all the necessary applications and / or necessary papers and / or documents at the request and costs of the PURCHASER and do such other acts and things as may be required for completing and effecting the transfer of the said Flat and all their rights in the said property.
14. The PURCHASER hereby agrees that he the PURCHASER shall apply for membership of the **Aaradhya One A & B Co-op. Hsg. Soc. Ltd** and that he shall become the member of the said Society and abide by the rules, regulations and byelaws of the Society and make all the payments as aforesaid, as and when demanded by the said Society by way of contribution towards the taxes, fees, water and other charges, and other outgoings and all other payments that may be payable by the members to the said society.
15. That the VENDORS shall handover to the PURCHASER all the documents, earlier Agreements, receipts and further agrees that they, the VENDORS shall from time to time and at all times hereafter at the request and costs of the

PURCHASER his heirs, executors and administrators as reasonably required, do and execute and / or cause to be done, executed and procured all documents and further deeds etc. whatsoever for better and more perfectly transferring the shares and the said flat and every part thereof and all his rights in the said Society unto and to the use of the PURCHASER as aforesaid.

16. The expenses of Stamp Duty, Registration Fees, Professional fees to this Agreement shall be borne and paid by the PURCHASER alone. However, the Society Transfer fees / charges in respect of transfer of the said Flat shall borne and paid by the VENDORS / PURCHASERS in equal (50:50) ratio well in time.
17. THE VENDORS / TRANSFERORS shall have **NO OBJECTION** and **GIVES FREE CONSENT** for the **Transfer the Electricity Meter under CA No. 152672258 of Adani Electricity (Mumbai) Ltd, from the name of DR. CHIRAG JYOTIRVADAN DALAL to the name MR. SANDEEP SOMESHWAR ONKAR the present PURCHASER / TRANSFEREE.**
18. This Agreement shall always be subject to provisions contained Maharashtra Co-operative Societies Act, 1960 & Rules 1961, there under or any modification, amendments or

re-enactment, thereof, the time being in force or any other provisions of law applicable thereto;

19. NOT WITHSTANDING anything contained to the contrary in the provisions of the said Act, in the event of any dispute or differences arising by and between the parties hereto and/or their privies in connection with this Agreement For Sale then and in such event, such dispute shall be referred to conciliation and failing which to arbitration to be held at MUMBAI respectively in accordance with and subject to the provisions of arbitration and conciliation Act, 0026 (Act 26 of 0026) and/or any other statutory modification in respect thereof, for the time being in force.
20. Both the VENDORS / TRANSFERORS and the PURCHASER / TRANSFEREE hereby agreed, upon receipt of the full and final consideration amount, an application for membership and for the transfer of the said Flat Premises and said Shares and Membership rights of the said Society in favour of the PURCHASER / TRANSFEREE shall be made to the said Society, for transfer of Shares, rights, title and interest in the said Flat Premises in favour of the PURCHASER / TRANSFEREE herein.
21. The VENDORS / TRANSFERORS hereby further agreed with the PURCHASER that they will from time to time and at all times hereafter whenever called for by the PURCHASER

/ TRANSFEREE do and execute and caused to be done and execute all acts, deeds and things whatsoever for more perfectly securing interest of the PURCHASER / TRANSFEREE in the above said Flat Premises as shall or may be reasonably required and also lodge this Agreement For Sale before the concerned Joint Sub-Registrar of Assurances, Taluka-Kurla, Mumbai for registration purpose and to **admit execution** thereof till the sale proceedings are completed.

**SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:**

ALL THAT piece and parcel of a residential flat being **Flat No.A-802**, on the **8<sup>th</sup> Floor**, '**A**' Wing, **Tower-1** in the building known as "**Aaradhya One**", of **Anchor Residency B & C Wing Co-op. Hsg. Soc. Ltd**, situated at **G. M. Road, Pestom Sagar Road No.1, Amar Mahal, Chembur (West), Mumbai-400 089**, admeasuring **643 Sq.Ft. (Carpet) equivalent to 71.71 Sq. Mtrs. (Built-up) area**, in the building constructed on plot of land bearing **86 & 87, C.T.S. No. 561, 561/1-42** of **Village – Ghatkopar – Kiroi, Taluka – Kurla, within the Registration District of Mumbai Suburban District, in Greater Mumbai**, under Municipal jurisdiction of **Ward "M"**. The building consists of **Ground Floor, podium Level 1, podium Level 2, (10) Ten Upper Floors, with Lift facility.**



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

SIGNED AND DELIVERED ]

by the withinnamed 'VENDORS' ]

**DR. CHIRAG JYOTIRVADAN DALAL]**.....

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**DR. (MRS) ANJALI CHIRAG DALAL]**.....

in the presence of ..... ]

VENDORS /  
TRANSFERORS

1)

2)

SIGNED AND DELIVERED by the ]

withinnamed 'PURCHASER' ]

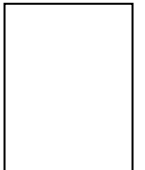
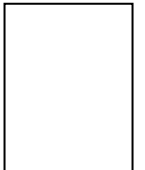
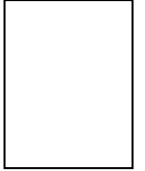
**MR. SANDEEP SOMESHWAR ONKAR]**.....

in the presence of ..... ]

PURCHASER /  
TRANSFEE

1)

2)



## RECEIPT

**RECEIVED** the day, year first hereinabove written off and from the withinnamed PURCHASER **MR. SANDEEP SOMESHWAR ONKAR** a sum **Rs.1,20,00,000/- (Rupees One Crore Twenty Lakhs only) inclusive of T.D.S.** by Cheques / NEFT / RTGS fund transfer being the earnest money / First and initial part payments as against the full cost / consideration amount of **Rs.1,90,00,000/- (Rupees One Crore Ninety Lakhs only)** in respect of sale of my **Flat No.A-802**, on the **8<sup>th</sup> Floor, Tower-1, 'A' Wing**, in the building known as "**Aaradhya One**", of **Aaradhya One A & B Co-op. Hsg. Soc. Ltd, G. M. Road, Pestom Sagar Road No.1, Amar Mahal, Chembur (West), Mumbai-400 089**, as per clause 2 above, in the following manner:

Chq / RTGS / NEFT Ref No.	Date	Drawn on Bank	Branch	Amount (Rs)
753343	12/12/2023	S.B.I.	Churchgate (W), Mumbai-400020	2,50,000/-
753344	12/12/2023	S.B.I.	Churchgate (W), Mumbai-400020	2,50,000/-
				1,13,10,000/-
	T.D.S. deducted on behalf of the Vendors on the full consideration of Rs.1,90,00,000/- under Income Tax @ 1% U/s 194 IA of the Income tax Act 1961			1,90,000/-
SUBJECT TO REALISATION OF CHQ.			<b>Total Rs.</b>	<b>1,20,00,000/-</b>

**(RUPEES ONE CRORE TWENTY LAKHS ONLY)**

We say received **Rs.1,20,00,000/-**

**DR. CHIRAG JYOTIRVADAN DALAL,**

**DR. (MRS) ANJALI CHIRAG DALAL**  
VENDORS / TRANSFERORS

**WITNESSES:**

1)

2)