SALE AGREEMENT

THIS AGREEMENT made and entered into at Andheri, Tal. & Dist. Mumbai, on this **\_\_\_\_\_\_ day of January, 2024,** by and BETWEEN **Mr. Partho Mitra and Mrs. Bubun Mitra** having his/her/their address at 303, Shishira C.H.S, Yamuna Nagar, Lokhandwala, Oshiwara, Andheri (W), Mumbai- 400 053 (hereinafter collectively referred to as **“the Transferors ”** or **“Vendors”**, which expression shall, unless it be repugnant to the context or meaning thereof, mean and include theirrespectiveheirs, executors, administrators and assigns) of the **ONE PART**; AND **Ms. AKITA TOMAR** adult Indian Inhabitant,, residing at D  1703, Imperial Heights, Best Nagar, Near Oshiwara Bus depot, Goregaon West, Mumbai, Maharashtra -400104 (hereinafter referred to as **“the Transferee”** or **“Purchaser"**, which expression shall unless it be repugnant to the context or meaning thereof, mean and includetheirrespective heirs, executors, administrators and assigns) of the **OTHER PART**:

WHEREAS:

WHEREAS:

1. One Filmalaya Private Limited (hereinafter referred to as "the Owner") is the owner of and absolutely seized and possessed of and otherwise well and sufficiently entitled to all that piece or parcel of land, admeasuring approximately 7,880 (seven thousand eight hundred and eighty) square meters equivalent to approximately 9,424.71 (nine thousand four hundred twenty four decimal seventy one) square yards, bearing sub-divided Plot No. A2 and C.T.S. Nos. 724 B of Village Amboli, Andheri (West), Mumbai Suburban District (hereinafter referred to as "the said land").

1. The Owner is also the owner of and absolutely seized and possessed of the various structures standing on the said Land viz. two large structures one of them known as Studio No. I and the other known as Studio No. II (hereinafter referred to as the "said Studio No. I" and the "said Studio No. II" respectively) and other 22 (Twenty Two) smaller structures, all of which structures (including the said Studio No. I and the said Studio No. II) are collectively referred to as "the said Structures".

1. The Owner was desirous of redeveloping the said Property and accordingly, by and under a Development Agreement dated 28th October, 2005, registered with the Sub-Registrar of Assurances at Bandra under Serial No. 8988/2005 (hereinafter referred to as "the said Development Agreement"), while retaining and reserving its rights to a portion of the said land (as elaborated hereinafter) and reserving around 21,982.85 (twenty one thousand nine hundred eighty two AB sq. ft. (built up area) of the Floor Space Index (FSI) emanating from the sad land, the Owner has granted full and exclusive development rights to the Developer -M/s MAYFAIR HOUSING PVT.LTD. to develop the balance portion of said land, by using and utilising the balance available FSI of the said land as also by loading Transferable Development Rights (TDR) thereon, at and for other terms and conditions therein contained.

1. The redevelopment project envisaged that after demolishing the said Studio No. I and the Ancillary Structures, the Developers shall construct a New Studio (hereinafter referred to as "New Studio") on the portion said Land. It was agreed under the said Development Agreement that the said land is to be demarcated into two portions (i) one portion on which the Studio No. II stands and the New Studio is to be constructed will stand (on reconstruction by the Developer as aforesaid) admeasuring approx. 32,846 (thirty two thousand eight hundred forty six) sq. ft. which portion belonged to the Owner and (ii) the balance portion of the said Land admeasuring approx. 51,974 (fifty one thousand nine hundred seventy four) sq. ft. shall be developed by the Developer for the construction of new building/s and the same belonged to the Developer.

1. The Owner had obtained an order dated 10th October, 2002 under Section 22 of the Urban Land (Ceiling and Regulation) Act, 1976 for the redevelopment of the said Property and the Developer has got the same revalidated up to 7th September, 2008.

1. The Developer after having got approved from the Owner, and their Architects the plans for development of the New Studio and the said Property, had submitted to the MCGM and obtained the IOD dated 4^ prime h April, 2005 bearing No. CE/8431/WS/AK and Commencement Certificate dated 3rd June, 2005 from the MCGM for development on the said land.

1. It was proposed that on the Developer's portion the Developer shall construct a building with 5 wings to be known and hereinafter referred to as Mayfair Meridian Wing A, Mayfair Meridian Wing B. Mayfair Meridian Wing C, Mayfair Meridian Wing D. Mayfair Meridian comprising of basement + ground/stilt + 14 upper storeys including podiunt (at first floor level) + terrace above the 14 ^ (fh) floor and club house at the podium level.
2. Whereas the Developer accordingly constructed the proposed building called “MAYFAIR MERIDIAN” as per the approved plan and in accordance with the rules and regulation and complying with the terms of the commencement certificate. The Developer also obtained building completion certificate and Occupation certificate and thereafter also formed the society by name……………………………… which was duly registered bearing Registration No. …………………………. The copy of the Occupation certificate is annexed hereto as **Annexure- “A”** and the copy of the Registration Certificate of the Society as **Annexure-“B”.**
3. The Transferor/Vendor herein is the registered member and shareholders of the said Society and as such, is the registered holders of five (5) full paid-up shares of Rs.50/- (Rupees Fifty only) each, of the aggregate value of Rs. 250/- (Rupees Two Hundred Fifty only) bearing distinctive Nos. …to … (both inclusive) issued by the said Society and bearing Share Certificate No…. dated ………………(hereinafter referred to as the **“said Shares**”), in respect of the ownership of Duplex Flat no. 1302 admeasuring 1547.65 sq. / - ft. built up area, on the 13" & 14" floor of the said building viz. Mayfair Meridian, Wing E, more particularly described in the second schedule hereunder written being constructed on the Developer’s Portion of the said land viz. all that piece or parcel of land admeasuring approximately 7880 square meters (seven thousand eight hundred and eighty) equivalent to approximately 9424.71(nine thousand four hundred twenty four decimal seventy one) square yards bearing sub-divided Plot No.A2 and C.T.S Nos. 724 B of Village Amboli, Andheri (West), Mumbai Suburban District and is legally, lawfully, absolutely seized and possessed of and otherwise well and sufficiently entitled to the said Flat by virtue of the Agreement for sale dated dated. 23rd June,2008, registered as Document No. BDR1- 06187-2008 at the office of the Sub-Registrar Andheri. The said Flat and the said Shares are more particularly described in the **Schedule** hereunder written and are hereinafter collectively referred to as “**the said Premises**”.  The copy of the Index II of the said Agreement for sale is annexed here to as **Annexure- “C”** and the copy of the sale certificate as **Annexure- “D”**
4. The Transferor/Vendor desire to sell, transfer, convey and assign all the rights, title, interest, claim and ownership of the Transferor/Vendor in and to the said Premises in favour of the Transferees/Purchasers against the payment of total lump sum sale consideration amount of Rs. ……………- (Rupees ………………Only) payable in the manner as provided herein below.
5. The Transferees/Purchasers have approached the Transferor/Vendor and after conducting the inspection of the copies of the relevant papers and documents as furnished to them by the Transferor/Vendor in this regard, have shown their interest in purchasing the said Premises**.** The Transferors/Vendors, in response to the offer of Transferees/Purchasers have accepted the said offer of purchase and have agreed to sell, transfer, convey and assign all their rights, title, interest, claim and ownership in the said Premises on an “AS IS WHERE IS BASIS” against the payment of the sale considerationpayable in accordance with the terms hereof.
6. The Transferor/Vendor have represented to the Transferees/Purchasers and hereby covenant that they shall obtain all the relevant permissions, no objection certificates for transfer of the said Shares by the Transferor/Vendor in favour of the Transferees/Purchasers and all incidental rights as such shareholder including transfer of the said Flat and allotment thereof to the name of the Transferees/Purchasers in the records of the said Society.
7. Pursuant to mutual negotiations between the parties herein and representations made by the Transferors / Vendors to the Transferees / Purchasers, the Transferees / Purchasers have agreed to purchase and acquire from the Transferor all the right, title and interest of the Transferor/Vendor in the said Premises free from all encumbrances and reasonable doubts along with all rights, title, interest, benefits therein and ownership thereof upon the terms and conditions mentioned hereinafter.
8. The Transferors / Vendors represent and warrant to the Transferees / Purchasers, that they shall bear and pay all charges, dues and outgoings payable to the said Society and all taxes, rates, dues, bills, charges and payments of any nature whatsoever in relation to the said Premises till the date of execution of the sale deed recording completion of sale and handing over possession of the said Flat. The Transferors / Vendors further agree to transfer all their right to use, possess, lease, alienate, transfer, encumber, occupy and all rights of ownership of the said Premises in favour of Transferees/Purchasers on receiving full and final agreed sale consideration towards sale and transfer of the said Premises.
9. The parties hereby desire to record the terms and conditions towards sale and transfer of the said Premises, as mentioned hereinbelow.

**NOW IT IS HEREBY AGREED TO, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

1. The Parties of the ONE PART have represented to the Parties of the OTHER PART that the above recitals form an integral part of this Agreement for Sale and the same have been incorporated herein specifically.
2. The Transferors / Vendors hereby agree to sell, transfer, convey and assign all their rights, title and interest in and upon the said Duplex no. 1302 admeasuring 1547.65 sq. / - ft. built up area, on the 13" & 14" floor of the said building viz. Mayfair Meridian, Wing- E,  on the land bearing sub-divided Plot No.A2 and C.T.S Nos. 724 B of Village Amboli, Andheri (West), Mumbai Suburban District, to the Transferees/Purchasers with more specifically mentioned in **Schedule** hereunder provided together with all their rights, title and beneficial interest, membership and ownership in the said five (5) full paid up shares of Rs. 50/- each aggregating to Rs. 250/- and bearing distinctive Nos. 36 to 40 (both inclusive) and bearing Share Certificate No. …dated ……….of the said Society including, the amounts standing to their credit in the deposits, if any, or the sinking fund maintained by the said Society to the Transferee as also all the benefits directly and/or indirectly attached to the said Flat and the said shares, free from all encumbrances and reasonable doubts for the total lump sum sale consideration of **Rs. 8,25,00,000.**/**- (**Rupees Eight Crore Twenty Five Lakhs Only**)**.
3. In pursuance of this Agreement for Sale and subject to compliance of all the conditions specified herein to the satisfaction of the Transferees/ Purchasers, the Transferees/ Purchasers have agreed to pay the Transferor/Vendor the total sale consideration**,** in the following manner and within such time frame as mentioned herein below:

1. Transferees / Purchasers have paid to the Transferors / Vendors at the time of execution of this Agreement for Sale a sum of **Rs. 2,00,00,000/- (**Rupees Two Crore Only**)** by way of cash/cheques/demand drafts, the payment and receipt of the same the Transferor/Vendor doth hereby admit and acknowledge and the same enclosed hereinafter separately.

1. Balance sale consideration of **Rs.6,25,00,000/- (Rupees Six Crore Twenty Five Lakh Only)** shall be paid by the Transferee/ Purchaser and/or the bank / financial institution of the Transferees/Purchasers to the Transferors / Vendors as being the full and final amount of sale consideration on completion of sale as hereinafter provided.

upon execution of this Agreement, the Transferor/Vendor shall deliver vacant and peaceful physical possession of the said Flat to the Transferee/Purchaser, deliver the said original Share Certificate in respect of the said Shares and other relevant original title deeds, documents and receipts and the Transferor/Vendor shall also be deemed to have released and relinquished all their rights, title, interest, claim in the said Flat and said Shares whatsoever, whether in equity or in law, in favour of the Transferees/ Purchasers and the Transferees/Purchasers shall ipso-facto become entitled to legally own, occupy and possess the said Premises, to the exclusion of the Transferors/ Vendors and all rights, title, interests and benefits, etc. thereto directly or indirectly under the title and all other documents, writings of the said Premises shall stand lawfully transferred in favour of the said Transferees/Purchasers.

1. The sale shall be completed within …………….. days, against payment of the balance sale consideration of Rs.6,25,00,000/- (Rupees Six Crore Twenty-Five Lakh Only)by the Transferees / Purchasers to the Transferors/Vendors.

1. The Transferor/Vendor hereby represent, warrant and declare that:

1. That the Transferors/Vendors have duly complied with observed performed with all the rules, regulations and bye-laws of the said Society and that the Transferor/Vendor have neither received any notice from the said Society for or in relation to any breach of any of the rules, regulations and bye-laws of the said Society nor are there any actions or proceedings pending against the Transferor/Vendor instituted by the said Society or any member of the said society in respect of the said Premises including any notice or action for expulsion or termination of the Transferor/Vendor as the member of the said society;

1. That the Transferors/Vendors have not entered into any agreement with any other person in respect of the said Premises. The Transferor/Vendor hereby also agree that they shall not take any action to negotiate or accept any offer from any third party, which is similar to the transactions proposed herein;

1. That the Transferors / Vendors have not created or purported to create any tenancy, license, lease or otherwise on the said Premises and have not sold and/or transferred and/or assigned and/or alienated and/or permitted to exist any encumbrance or any third party rights of any nature whatsoever on their rights, title, interest, membership and ownership in respect of said Premises to any person/persons, body corporate and/or company and/or association of persons and that said Premises is free from all encumbrances and reasonable doubts and has a clear and marketable title;

1. That the Transferors/Vendors are lawful owners of the said Premises and have full power to transfer and/or sell the said Premises. The Transferor/Vendor and only the Transferor/Vendor are the absolute owners of said Shares and of the beneficial interest therein and upon the said Flat and further that they hereby agree to transfer and sell and no other person or persons has or have or may have any rights, title, interest, ownership, claim or demand of any nature whatsoever in or upon the said Premises or in connection with the possession and occupancy of the said Flat whether by way of sale, charge, mortgage, lien, gift, trust, inheritance, lease, licenses, easement or otherwise whatsoever and that the Transferor/Vendor hold and possess all rights, complete unrestricted power and absolute authority in equity and at law to sell and transfer the said Premises in favour of Transferees/Purchasers herein.

1. That the Transferors/Vendors are not prohibited or restricted in any manner whatsoever under applicable laws including the Income Tax Act, 1961, Gift Tax Act, Wealth Tax Act from selling, transferring, disposing off or alienating the said Premises to the Transferees/ Purchasers and that no proceedings are pending against the Transferor/Vendor under the Income Tax Act, 1961 and they have not received any notice under Rule 2 of the second schedule of the Income Tax Act, 1961 as provided U/s. 281 of the said Act and they are transferring/selling the said Premises to the Transferees/ Purchasers for adequate consideration as agreed herein;

1. That neither the Transferors/Vendors nor any of their predecessor-in–interest has had received any notice either from the Corporation and/or from any other statutory body or government authority regarding the acquisition and/or requisition of the said Premises;

1. That there are no suits, litigations, civil or criminal or any other proceedings pending as against the Transferor/Vendor personally affecting the said Premises and neither the said Premises or any of them the subject matter for any litigation or stay order nor are the same or any of them the subject matter of any attachment whatsoever whether before or after judgment or any prohibitory order and they have not created any adverse right whatsoever in favour of any one in respect of the said Premises;

1. That the Transferee/Purchaser shall on completion of the transfer peaceably and quietly be entitled to hold and own the said Flat and the said Shares and all incidental thereto including the right to enter upon and remain in sole occupation and enjoyment of the said Premises and/or any part thereof in the Transferee’s/Purchaser’s own right without any interference disturbance, interruption, claim or demand whatsoever and/or any person or persons lawfully and equitably claiming by from, through, under or in trust for the Transferors/Vendors;

1. The Transferors/Vendors hereby declare and confirm that they are not selling/transferring and/or assigning their said Premises to defeat consequences of any legal proceedings/due process of law or for the purposes of avoiding any liability of any nature whatsoever legitimately due by them to any private body, person, Governmental or Quasi Governmental Authorities including Income Tax Authority etc.

1. At the time of completion of the sale (a) the Transferors/Vendors shall by an appropriate writing resign as the member of the said Society and request the said Society to admit the Transferees/Purchasers as member of the said Society in place of the Transferor/Vendor (b) the Transferee/Purchaser shall apply to the said Society to become members of the said Society and (c) the Transferors/Vendors and the Transferees/Purchasers shall duly complete and sign the requisite transfer forms and other relevant forms, declarations for transfer of the said Shares from the names of the Transferor/Vendor to the name of the Transferees/Purchasers. The Transfer charge of the said share shall be borne by both parties equally.

1. The Transferors/Vendors shall bear and pay all charges, dues and outgoings payable to the said Society and all taxes, rates, dues, bills, charges and payments of any nature whatsoever in relation to the said Premises till the date of recording completion of sale and transfer of possession of the said Flat and shall deliver to the Transferees / Purchasers all the original receipts thereof. The Transferees / Purchasers undertake that they shall regularly pay to the said Society, all sums towards property tax, maintenance charges as per the Society resolution or as may be decided by the Society from time to time, payable in respect of the said Flat from the date of completion of sale and receiving possession of the said Flat. The Transferees/ Purchasers further confirm and undertake that they will follow the rules, regulations and byelaws of the said Society.

1. The Transferors/Vendors shall also transfer in favour of the Transferees/Purchasers the amounts standing to their credit in the deposits, if any, or the sinking fund maintained by the said Society and for that purpose, the Transferor/Vendor shall sign and execute all necessary applications and other assurances as may be necessary or as may be determined or required by the said Society.

1. The Transferors/Vendors further undertake and covenant to complete and fulfil all such statutory obligations and legal liabilities whatsoever, as may be required under The Transfer of Property Act, 1882, The Maharashtra Co-operative Societies Act, 1960, Income Tax Act, 1961 and/or any other law in India which pertains to the sale / transfer of said Premises.

1. The Transferors/Vendors hereto undertake that they will sign and execute all further and necessary documents, papers, forms and writings as may be required for perfecting the rights and interests of the Purchasers in relation to the title to the said Premises and as may be necessary for more perfectly transferring the ownership of the said Premises unto Transferees/Purchasers herein. The Transferors / Vendors shall comply with requirements for execution and registration of a proper sale deed recording completion of sale and appear before the registering authorities and admit execution and registration thereof.

1. That the Transferors/Vendors herein doth hereby indemnify and keep indemnified the Transferees/Purchasers against any defect in title, omission, or mischief of any person wrongfully claiming any right, title or beneficial interest in the said Flat and/or the said Shares or compensation, claim, demand, fines, penalties, costs, charges and expenses or any other liabilities whatsoever made or bought, against or incurred, suffered, levied or imposed pursuant to the transfer thereof under the terms of this Agreement and/or by reason or by virtue of the non-performance or non-observance or breach of any of the terms and conditions of the Agreement, covenants, undertaking and provisions and/or failure of any representation or warranty.

1. The stamp duty & registration charges, if any, payable for the completion of the sale, transfer under this Agreement For Sale shall be borne and paid by the Transferees/Purchasers alone and the Transferors/ Vendors will not liable to pay the same.

1. The Transferees/Purchasers has paid TDS to the tune of Rs…………….in favour of Transferor/Vendor the receipt whereof is hereby annexed.

**SCHEDULE OF THE PROPERTY**

All rights, title, interest, membership and ownership in the five (05) shares of Rs. 50/- each aggregating to Rs. 250/- bearing distinctive Nos. …to … (both inclusive) bearing Share Certificate No. ….  dated of …………………. (Society) and ownership of the Duplex no. 1302 admeasuring 1547.65 sq. / - ft. built up area, on the 13" & 14" floor of the said building viz. Mayfair Meridian, Wing E, on the land bearing sub-divided Plot No.A2 and C.T.S Nos. 724 B of Village Amboli, Andheri (West), Mumbai Suburban District.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed its/their respective hands and seals on this day, month and year first hereinabove written.

SIGNED, SEALED AND DELIVERED }

by the within named **“TRANSFERORS/VENDORS”   }**

1. **Mr. Partho Mitra and**

**Income Tax permenent A/C No……………….**

**2. ) Mrs. Bubun Mitra }**

Income Tax Permanent **A/c No. ………………………….}**

**Witness**

1. **Mr.**

SIGNED, SEALED AND DELIVERED }

by the within named **"TRANSFEREE/PURCHASER"}**

**Ms. ANKITA TOMAR }**

Income Tax Permanent **A/C No. …………………………}**

**R E C E I P T**

Date:      /01/2024.

RECEIVED OF AND FROM **Ms. ANKITA TOMAR,** the Transferees/Purchasers a sum of **Rs.2,00,00,000./- [Rupees Two Crore  Only]** being the part payment being towards sale and transfer of the Duplex no. 1302 admeasuring 1547.65 sq. / - ft. built up area, on the 13" & 14" floor of the said building viz. Mayfair Meridian, Wing E, on the land bearing sub-divided Plot No.A2 and C.T.S Nos. 724 B of Village Amboli, Andheri (West), Mumbai Suburban District.

                                                                       I SAY RECEIVED

**Rs………………../-**

**Mr. Partho Mitra and Mrs. Bubun Mitra**