

## **AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE is made and entered into at  
Mumbai, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

### **BETWEEN**

**Mr. AASHISH KUMAR**, aged 40 years holding PAN No. ATIPK2909F & **Ms. MEGHA CHELLANI nee Mrs. MEGHA AASHISH KUMAR**, aged 38 years holding PAN No. AHKPC1733B, both adults, Owners of Flat No. 605, 6th Floor, Tower 'B', of the Imperial Heights Co-Operative Housing Society Ltd., situated at Behind Goregaon Bus Depot, Near BEST Colony, Off. Link Road, Goregaon West, Mumbai - 400 104, hereinafter referred to as the "**TRANSFERORS**" (which expression unless it be repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns) of the ONE PART.

### **A N D**

**Mr. HARSHIL HITESH DOSHI**, aged 34 years, holding PAN No. ATAPD9476C, & **Ms. SANJUKTA SAHA**, aged 30 years, holding PAN No. FPYPS3301Q, both adults, Indian Inhabitants, having address at 301, Sirin Tower, Shradhanand Road, Near Syndicate Bank, Vile Parle (E), Mumbai - 400 057., hereinafter referred to as the "**TRANSFEREES**" (which expression unless it be repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns) of the OTHER PART.

WHEREAS the TRANSFERORS are the absolute owners of **Flat No. 605, 6th Floor, Tower 'B', of Imperial Heights Co – Operative Housing Society Ltd.**, situated at **Behind Goregaon Bus Depot, Near BEST Colony, Off. Link Road, Goregaon West, Mumbai - 400 104.**, admeasuring **1390 Sq. Ft. Carpet Area equivalent to 129.18 Sq. Mtrs. Carpet Area**, along with **One Parking Space bearing Nos. 50 in Podium 4 Level**, hereinafter collectively referred to as “**SAID FLAT**” and by virtue of TRANSFERORS’ Ownership of the Said Flat, they are the registered members of Imperial Heights Co-operative Housing Society Ltd., registered with Dy. Registrar of Societies at Mumbai, under the Maharashtra Co – Operative Societies Act’ 1960, vide registration No. **MUM / WP / HSG / TC / 15858 / 2018-19 / YEAR 2019 DATED 21.02.2019** (hereinafter referred to as “**SAID SOCIETY**”) and by virtue of being the members of the said society, they have been holding the said Flat on ownership basis and together with Ten Fully Paid Up Shares of Rs. 50/- (Rupees Fifty only) each, aggregating to Rs. 500/- bearing distinctive nos. from **2221 to 2230** (Both Inclusive) held under **Share Certificate No. 223** (hereinafter referred to as the “**said Shares**”). The said Flat, Parking space and the said Shares are collectively referred to as The Said Flat.

WHEREAS:

By virtue of diverse document/s, the said Vijay Associates (Wadhwa) Constructions Private Limited, a company registered under the provisions of the Indian Companies Act, 1956, having its registered office at 425-A, Vasukamal, 14th Road, Bandra (W), Mumbai - 400 050., called and referred to as The Promoter, are absolutely seized and/or possessed of or otherwise well and sufficiently entitled to the immovable property bearing piece of land duly demarcated being portion of the said Larger Property forming part of a layout which is not subdivided but numbered for identification as Plot No. 2A admeasuring 27913.93 sq. mtrs. (containing permissible FSI of 38653 sq. mtrs.) and additional TDR permissible of the larger property bearing CTS No. 1 (pt.) of Village Goregaon at BEST Nagar, Oshiwara, Goregaon (West), Mumbai admeasuring 1,54,082.40 sq. Mtrs. i.e. 60350 sq. Mtrs. and delineated on the plan annexed (hereinafter referred to as the 'SAID PROPERTY').

The Promoter has constructed buildings (as defined therein) on the property (as defined therein) being a portion of the said Property (as defined therein). The brief chain of rights of The Promoter in respect of the said Property has been set out in Parent Agreement.

By and under Agreement for Sale dated 17th February, 2010 and duly registered the same with the Sub-Registrars Office under Sr. No. BDR2-01855-2010 dated 23.02.2010 bearing receipt no. 1856, (hereinafter referred to as "Parent Agreement"), between Vijay Associates (Wadhwa) Constructions Private Limited, referred to as The Promoter of the One Part and Mr. AASHISH KUMAR & Ms. MEGHA CHELLANI nee Mrs. MEGHA AASHISH KUMAR, referred to as The Flat Allottees, the Flat Allottees therein purchased and acquired title on ownership basis of all of Flat No. 05 admeasuring about 1390 square feet (carpet area) on the 6th Floor of Tower 'B' of the Building Complex named and styled as "Imperial Heights" situated at the Said Property together with 1 car parking space bearing nos. 50 in Podium 4 Level, hereinafter collectively referred to as "Said Flat" more particularly described in the Schedule to this present Agreement for Sale.

The Flat Allottees have paid to The Promoter the entire amount of the Sale Price for purchase of the said Flat/Said Unit as per the said Agreement and that by virtue of such Sale Price the Flat Allottees have become the sole, absolute and exclusive owners of the said Flat and the Promoter have handed over full and exclusive possession of the said Flat to the Flat Allottees on what is popularly known as Ownership Basis;

The Flat Allottees further state and confirm that, the Flat Allottees have paid the full consideration amount of the said Flat including various deposits as mentioned in the said Agreement for Sale.

The Purchasers as per the principal agreement have represented herein that;

- the principal agreement is valid and subsisting and that the Purchasers therein are entitled to the right, title and interest in the said Premises under the said principal agreement;
- they have prior hereto not sold, transferred and / or assigned the benefits

of the said Flat to any person/s / party/ies and have not been in breach of the terms and conditions of the said Principal Agreement..

Various owners in the said residential complex formed a Co-Operative Housing Society under the Maharashtra Co-Operative Society's Act, 1960 and formed under the name and style of Imperial Heights Co-Operative Housing Society Ltd., registered with the Dy. Registrars of Co-Operative Societies at Mumbai under Registration No. being MUM / WP / HSG / TC / 15858 / 2018-19 / YEAR 2019 DATED 21.02.2019 (hereinafter referred to as the "SAID SOCIETY");

AND WHEREAS the Purchasers therein by virtue of being the Owners of the said Flat were admitted to the membership of the Society and as such members of the Said Society viz. Imperial Heights Co-operative Housing Society Ltd., were issued Ten Fully Paid-Up Shares of Rs. 50/- each aggregating to Rs. 500/- bearing distinctive nos. from 2221 to 2230 (Both Inclusive) held under Share Certificate No. 223 (hereinafter referred to as the said Shares);

Thus, the said TRANSFERORS herein are seized and possessed and/or sufficiently entitled to the Flat No. 605, 6th Floor, Tower 'B', admeasuring 1390 Sq. Ft. Carpet Area along with One Parking Space bearing Nos. 50 in Podium 4 Level, in Imperial Heights Co – Operative Housing Society Ltd., situated at Behind Goregaon Bus Depot, Near BEST Colony, Off. Link Road, Goregaon West, Mumbai - 400 104., and more particularly mentioned in the Schedule hereunder (hereinafter collectively referred to as the said Flat) and have all the rights, title and interest in said Flat along with the Shares and as more specifically stated in the Schedule hereunder written.

AND WHEREAS the TRANSFERORS have represented to the TRANSFEREES that they have been holding the said Flat as stated hereinabove and being the members of the said Society, they are desirous of disposing off all their right, title, other documents and interest in the said Flat and the said Shares and the TRANSFEREES herein having inspected in person and satisfied with the title, documents and state of the said Flat, have agreed to acquire all the right, title and interest of the

TRANSFERORS in the said Flat and the said Shares and the membership of the said Society along with the deposits, sinking fund of the said Society and all other amounts appearing to the credit of the TRANSFERORS in the accounts of the said Society and the membership thereof together with the entire incidence of the holding of the said Shares, viz. the exclusive and uninterrupted possession and occupation of the said Flat and the said Shares free of all liabilities and encumbrances on the following terms and conditions:-

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

1. The aforesaid recitals shall be treated as forming an integral part of this Agreement.
2. The TRANSFERORS hereby agree to sell, transfer and assign all their rights, title and interest in the Said Flat being Flat No. 605, 6th Floor, Tower 'B', along with One Parking Space bearing Nos. 50 in Podium 4 Level in Imperial Heights Co - Operative Housing Society Ltd; Behind Goregaon Bus Depot, Near BEST Colony, Off. Link Road, Goregaon West, Mumbai - 400 104, in the said building and the TRANSFEREES have agreed to acquire all their rights, title and interest in the Said Flat and the membership of the Said Society.
3. The TRANSFERORS hereby agree to transfer and assign all their rights, title and interest in the Said Flat along with Ten shares of the said society in Share Certificate No. 223 bearing distinctive nos. from 2221 to 2230 (Both Inclusive) pertaining to the use and occupation of the Flat No. 605, 6th Floor, Tower 'B', along with One Parking Space bearing Nos. 50 in Podium 4 Level of the Imperial Heights Co – Operative Housing Society Ltd., Behind Goregaon Bus Depot, Near BEST Colony, Off. Link Road, Goregaon West, Mumbai - 400 104, and the membership of the said society for a total consideration of **Rs. 4,05,00,001/- (Rupees Four Crore Five Lakhs and One Only)** and the TRANSFEREES herein have agreed to acquire the same on payment of **Rs. 4,05,00,001/- (Rupees Four Crore Five Lakhs and One Only)** being the total consideration inclusive of everything in lump-sum which total cost is inclusive of all expenses i.e. service tax,

parking charges, club house charges, swimming pool deposit, maintenance deposit, development charges and deposit, corpus fund deposit, mahanagar gas deposit, electricity meter deposit, etc.

4. That, Mr. AASHISH KUMAR & Ms. MEGHA CHELLANI nee Mrs. MEGHA AASHISH KUMAR, are Non-Resident Indians as defined by the Income Tax Act, 1961 and the provisions of deduction of Tax at Source from sale consideration as per Section 197 / Section 195 of the Income Tax Act, 1961 shall apply in respect of the sale and accordingly order under Section 197 / Section 195 of the Income Tax Act, 1961 for lower deduction of tax certificate (LTDC) for payment of tax is to be obtained and to be deducted and payable by the TRANSFEREE from the total sale consideration.

That, Mr. AASHISH KUMAR & Ms. MEGHA CHELLANI nee Mrs. MEGHA AASHISH KUMAR have declared to the TRANSFEREES that they are Non-Resident Indians (NRI's) and accordingly obtained order under Section 197 / Section 195 of the Income Tax Act, 1961 Vide Certificate No. \_\_\_\_\_ dated \_\_\_\_\_ for payment of tax @ \_\_\_% (plus education cess & surcharge) on Rs. \_\_\_\_\_/- being calculated at Rs. \_\_\_\_\_/- in favour of Mr. AASHISH KUMAR & Vide Certificate No. \_\_\_\_\_ dated \_\_\_\_\_ for payment of tax @ \_\_\_% (plus education cess & surcharge) on Rs. \_\_\_\_\_/- being calculated at Rs. \_\_\_\_\_/- in favour of Ms. MEGHA CHELLANI nee Mrs. MEGHA AASHISH KUMAR towards PAN/TAN No. \_\_\_\_\_ of Ms. SANJUKTA SAHA and Vide Certificate No. \_\_\_\_\_ dated \_\_\_\_\_ for payment of tax @ \_\_\_% (plus education cess & surcharge) on Rs. \_\_\_\_\_/- being calculated at Rs. \_\_\_\_\_/- in favour of Mr. AASHISH KUMAR & Vide Certificate No. \_\_\_\_\_ dated \_\_\_\_\_ for payment of tax @ \_\_\_% (plus education cess & surcharge) on Rs. \_\_\_\_\_/- being calculated at Rs. \_\_\_\_\_/- in favour of Ms. MEGHA CHELLANI nee Mrs. MEGHA AASHISH KUMAR towards PAN/TAN No. \_\_\_\_\_ of Mr. HARSHIL HITESH DOSHI. Accordingly, the tax to be deducted as per the provisions of

Section 197 / Section 195 of the Income Tax Act, 1961 from the sale consideration and the TRANSFEREES shall accordingly deduct tax while making the payment of the said Consideration to the TRANSFERORS.

Tax calculation for Mr. AASHISH KUMAR for payment of tax @ 23.92% on advance paid of Rs. \_\_\_\_\_/- being calculated at Rs. \_\_\_\_\_/- & tax calculation for Ms. MEGHA CHELLANI nee Mrs. MEGHA AASHISH KUMAR for payment of tax @ 23.92% on advance paid of Rs. \_\_\_\_\_/- being calculated at Rs. \_\_\_\_\_/- towards PAN/TAN No. \_\_\_\_\_ Ms. SANJUKTA SAHA & Mr. AASHISH KUMAR for payment of tax @ 23.92% on advance paid of Rs. \_\_\_\_\_/- being calculated at Rs. \_\_\_\_\_/- & tax calculation for Ms. MEGHA CHELLANI nee Mrs. MEGHA AASHISH KUMAR for payment of tax @ 23.92% on advance paid of Rs. \_\_\_\_\_/- being calculated at Rs. \_\_\_\_\_/- towards PAN/TAN No. \_\_\_\_\_ Mr. HARSHIL HITESH DOSHI for tax deducted towards advance received by the TRANSFERORS and accordingly the tax to be deducted as per the provisions of section 195 of the Income Tax Act, 1961 shall be applicable and payable by the TRANSFEREES from the total sale consideration.

The TRANSFEREES have accordingly deducted tax of Rs. \_\_\_\_\_/- while making the payment of the said Consideration to the TRANSFERORS and the tax so deducted will form a part of the consideration for the Said Flat. The TDS challans/receipts have been submitted by the TRANSFEREES to the TRANSFERORS. The TRANSFEREES shall submit the signed copies of TDS Certificates as and when they are available on the government portal.

Any additional demand from Income Tax department raised in relation Tax calculation in respect to the said Flat, for the period prior to the registration of this agreement, will be taken care of and sorted out by the TRANSFERORS only and the TRANSFERORS undertake to provide timely justification and / or documentation for the same, if there is any query in relation to tax on the said Flat and hereby keep

the TRANSFEREES fully indemnified in this respect and the TRANSFEREES will not be held responsible or liable for the same in any manner howsoever..

5. The TRANSFERORS hereby agrees to sell and transfer all their beneficial rights, title and interest in respect of Flat No. 605, 6th Floor, Tower 'B', of the Imperial Heights Co – Operative Housing Society Ltd; for a total consideration of **Rs. 4,05,00,001/-(Rupees Four Crore Five Lakhs and One Only)** being the total consideration payable as under:
  - a. A sum of Rs. 1,00,00,001/- (Rupees One Crore and One Only) is paid by the TRANSFEREES to the TRANSFERORS prior to the registration of this Agreement for Sale, towards part consideration for the Said Flat, subject to deduction of TDS from the Agreement Value as stated in clause 4, and
  - b. The Balance sum of Rs. 3,05,00,000/- (Rupees Three Crore and Five Lakhs Only) is payable by the TRANSFEREES to the TRANSFERORS to be paid on or before the expiry of 01 day from the date of registration of the said Agreement for Sale (subject to issuance of NOC and Mortgage NOC by the Society), towards the balance full and final consideration for the Said Flat, simultaneously against the TRANSFERORS handing over the vacant and peaceful possession of the Said Flat to the TRANSFEREES to be paid through disbursement of loan from Bank or Housing Finance Company and / or from Financial Institution or from their own self funds as the case may be and after submitting all chain of agreements.
6. The TRANSFERORS shall obtain N.O.C. and No Dues Certificate from the said Society i.e. IMPERIAL HEIGHTS CO – OPERATIVE HOUSING SOCIETY LTD., in order to facilitate the TRANSFEREES to obtain / acquire the Said Flat and the Said Shares of the Society. The TRANSFERORS shall also assist in obtaining the Bank mortgage NOC from the Society, subject to the Society rules, for the TRANSFEREES to get home loan from any Bank or Financial Institution.



7. The TRANSFERORS shall deliver to the TRANSFEREES vacant and peaceful possession of the Flat along with the permanent fixtures and fittings, as is where is basis on receipt and realization of the full and final consideration mentioned herein above.
8. The TRANSFERORS undertake to pay and clear off the charges payable to the Society by way of Municipal Taxes and other Society outgoings / dues or any other dues of any nature whatsoever relating to the Said Flat up to the date of handing over the possession of the Said Flat to the TRANSFEREES. Any dues, which arises due to change in law or whatsoever reason etc, arising after possession will be borne by TRANSFEREES.
9. The TRANSFEREES hereby agree to pay all and any charges, dues, outgoings, Municipal Taxes, electricity bill, other Society outgoings / dues relating to the Said Flat effective from the date of taking over the possession of the Said Flat. The TRANSFEREE shall repay to the TRANSFERORS the advance maintenance paid by the TRANSFERORS, after adjusting the proportionate maintenance till date of handing over the possession. The TRANSFEREES also hereby declare and undertake that they will abide by the rules and regulations and bye – laws of the society, without any reservation whatsoever.
10. The TRANSFERORS herein undertake to pay and clear off the charges payable to the society by way of municipal Taxes, Lease Rent to BEST Undertaking, other Society outgoings/ dues, all statutory taxes, dues levies and duties by whatever name called and / or of whatsoever nature including but not limited to Services tax, VAT / GST levied / charged by the state and / or Central Government or any other competent authority relating to the said flat up to the date of handing over the possession of the said flat to the TRANSFEREES. The TRANSFERORS indemnify the TRANSFEREES from any such claim laid in this respect. The payments made by the TRANSFERORS including payment towards Service Tax/ GST, M- vat, Society Deposit and Interior Deposit etc as defined in the developer Agreement shall stand transferred in the names of the

TRANSFEREES in the Society's records as if the payments were made by the TRANSFEREES.

11. All liabilities in respect of the Said Flat, upto the date of handing over the possession of the Said Flat, i.e. towards the Society, Electricity Board,, Mahanagar Gas, or any other person/s and/ or party/ parties shall rest with the TRANSFERORS alone. Likewise all liabilities in respect of the Said Flat, after taking over the possession of the Said Flat i.e. towards the Society, Electricity Board, Telecom Services / MTNL, Mahanagar Gas, or any person/s and/ or party/ parties shall rest with the TRANSFEREES alone. Both the parties shall keep each other indemnified in this respect.
12. The TRANSFERORS hereby covenant with the TRANSFEREES that notwithstanding any act, deed, matter or thing whatsoever by the TRANSFERORS or any person or persons lawfully or equitably claiming by, from, through, under or in trust for the TRANSFERORS made, done, committed, omitted or knowingly suffered to the contrary, the TRANSFERORS have in themselves good right, full power and absolute authority to sell and transfer the Said Flat and the Said Shares in favour of the TRANSFEREES and that their ownership thereof is valid and subsisting in law for all purposes and in all respects and that the TRANSFERORS have not done, committed or omitted to do any act, deed, matter or thing whereby the ownership of the Said Flat and the Said Shares may be rendered void or voidable for any reasons or on any count.
13. The TRANSFERORS hereby jointly and severally declare that:
  - a) they are the absolute owners of the Said Flat and the Said Shares including the right, title, interest and benefits attached thereto and no one else has any right, title or interest in the Said Flat and the Said Shares;
  - b) the Said Flat and the said Shares are not subject to any charge, encumbrance, liability, litigation, adverse claim or *lispendens* and prior to the execution hereof the TRANSFERORS have not entered into any Agreement for Sale, Sale Deed, Lease, currently valid Leave and License, Tenancy, Mortgage or

otherwise nor have they executed any such document which has created / may create any third party interest and the TRANSFERORS have not taken or accepted any earnest money from any third party in respect of the Said Flat and Said Shares.

- c) They have not done, committed or omitted to do any acts, deeds, things and matters whereby or by any reason whereof the TRANSFERORS are prevented or prohibited from dealing with, disposing off or transferring their rights, title and interest in respect of the Said Flat and the Said Shares to the TRANSFEREES;
- d) The TRANSFERORS will at the request of the TRANSFEREES whenever required at reasonable times do and execute or cause to be done and execute all such acts, deeds, things and documents for more perfectly assuring the Said Flat and the Said Shares, and all the benefits attached thereto in favour of the TRANSFEREES
- e) The Said Flat and the Said Shares are not attached either before or after the Judgment or at the instance of any Taxation Authorities or any Authorities and they have not given any undertaking to the Taxation Authorities or any Authority so as not to deal with or dispose off their right in the Said Flat and the Said Shares. and they are fully competent and entitled to sell, transfer and convey the Said Flat and the Said Shares to the TRANSFEREES;
- f) There are no proceedings pending in any Court of Law touching or affecting the Said Flat and the Said Shares;
- g) There are no insolvency proceedings pending or contemplated against the TRANSFERORS;
- h) Their title to the Said Flat and the Said Shares is clear, marketable and free from all encumbrances;
- i) That there is no impediment or restraint or injunction against the TRANSFERORS in respect of the Said Flat and the Said Shares whereby they have been prevented from selling or transferring the Said Flat and the Said Shares to the TRANSFEREES.
- j) that the TRANSFERORS hereby declare and warrant that there is no outstanding loan and they have not created an equitable

mortgage on the Said Flat and the said Shares nor have given any guarantee to any person or party for creation of mortgage prior to handing over the vacant and peaceful possession of the said Flat to the TRANSFEREES. The TRANSFERORS represent and warrant that there is no claim, right, title and interest whatsoever nature in respect of the Said Flat from anyone and the TRANSFERORS hereby warrant and indemnify that the title of the Said Flat and the said Shares are clear, free from all encumbrances and marketable;

- k) The TRANSFERORS have not taken or accepted any earnest money from any third party for sale in respect of the Said Flat and Said Shares.
- l) Until the payment of the full and final consideration as set out hereinabove, the TRANSFERORS unconditionally undertake to keep the Said Flat and the Said Shares, free from all encumbrances whatsoever.

Relying upon the aforesaid declarations, representations and assurances, warranties of the TRANSFERORS and believing the same to be true and correct, the TRANSFEREES have agreed to purchase and acquire the said Flat from the TRANSFERORS.

- 14. The sale shall be completed on receipt of the full and final consideration by the TRANSFERORS as provided in Clause 4 hereinabove against the TRANSFERORS handing over the peaceful and vacant possession of the Said Flat to the TRANSFEREES. Any further documents that may be required to be executed for more perfectly transferring the right, title and interest in respect of the Said Flat together with the benefits of the deposit money, sinking fund or any other deposits lying credited with the society / local authority in respect of the Said Flat in favour of the TRANSFEREES shall be executed/attempted by the TRANSFERORS at the cost of the TRANSFEREES simultaneous with the receipt of full and final consideration and handing over possession of the Said Flat.
- 15. Subject to receiving (after clearance and credit to the TRANSFERORS account if paid by Demand Draft/transferred to

account) the full and final consideration the TRANSFERORS relinquish and surrender all their rights, title and interest in the membership of the said Society, the Share Certificate and the Said Flat in favour of the TRANSFEREES forever.

16. On payment of the full and final consideration for the Said Flat within the stipulated time period as aforesaid, the TRANSFEREES shall be entitled to apply for the membership of the Co-Operative Housing Society. The TRANSFEREES hereby agree and undertake to become members of the Co-Operative Housing Society and abide by its rules, regulations and bye-laws from time to time.
  
17. (a) On execution and registration of these presents, the TRANSFERORS will hand over all copies of their chain documents along with copy of Share Certificate pertaining to the Said Shares of the Said Flat to the TRANSFEREES as per Home Loan Institution's requirements for disbursement of loan availed by the TRANSFEREES for purchase of the Said Flat. All the Originals of the required Ownership Agreements and Chain of documents shall be handed over to TRANSFEREE'S Home Loan Institution/TRANSFEREES at the time of disbursement of the balance full and final payment consideration by Home Loan Institution. In the event that the TRANSFEREES pay the balance consideration from their own funds, the original documents shall be handed over to them against the final payment along with the handing over of the possession of the Said Flat.  
  
(b) A copy or a readable scan copy of the executed Registration documents shall be handed over to the TRANSFERORS for their record and any evidence to be shown for tax and other statutory and regulatory purposes.
  
18. On receiving full and final consideration, the TRANSFERORS hereby relinquish and surrender all their right, title and interest in the membership of the Said Society, the ownership of Said Shares and the Ownership of the Said Flat in favour of the TRANSFEREES forever.

19. At the time of completion of the sale (a) the TRANSFERORS shall by an appropriate writing resign as members of the said society and request the society to admit the TRANSFEREES as members of the society in place of the TRANSFERORS; (b) the TRANSFEREES shall apply to the said society to become members of the said society and (c) the TRANSFERORS and the TRANSFEREES 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 TRANSFERORS to the names of the TRANSFEREES.
20. The TRANSFERORS undertake to execute any such documents, if any, required by the said society or any other authority or the TRANSFEREES for effectually transferring the Said Flat and the Said Shares unto the favour of the TRANSFEREES. However, in future, they undertake to co-operate with the TRANSFEREES and will execute all such further papers / documents / writings whatsoever for the effective transfer of the Said Flat in the name of the TRANSFEREES at the cost of the TRANSFEREES.
21. All out-of-pocket expenses and such other expenses as may be required to be incurred for execution of these presents, including Stamp Duty and Registration Charges thereof, shall be paid by the TRANSFEREES alone in full proportion. However, Transfer Charges payable to the Society as well as Transfer Charges to the BEST Undertaking including applicable GST in respect of this Sale shall be borne and paid by the TRANSFERORS and the TRANSFEREES in equal proportion i.e. 50% each, however, Property Tax / Assessment Dues / Lease Rent / Common Property Tax / Maintenance Charges or any other charges shall be solely be paid by the TRANSFERORS till the date of handing over possession of the said Flat. Legal expenses and Advocate's fees (for completing this transaction), if any, will be borne by each party to their respective legal consultant.
22. The Stamp duty, Registration Fees, legal charges and any other incidental expenses in respect of this Sale are to be borne and paid by the TRANSFEREES alone. The TRANSFEREES indemnify the TRANSFERORS from any such claim laid in this respect.

23. This Agreement shall be subject to the provisions of the rules and regulations governing Residential premises at Maharashtra. The Stamp Duty and Registration Charges in respect of this Agreement for Sale shall be borne and paid by the TRANSFEREES alone. The TRANSFEREES indemnify the TRANSFERORS from any such claim laid in this respect.
24. The TRANSFERORS hereby jointly and severally agree to indemnify and keep the TRANSFEREES indemnified, saved defended and harmless against all claims, demands, actions, proceedings, costs, charges and expenses that the TRANSFEREES may suffer or incur on account of any claim or demand made or raised by any person or persons claiming by, through or in trust for the TRANSFERORS in respect of the Said Flat and the Said Shares in relation to the period prior to the execution hereof. The TRANSFERORS shall at their own cost and expenses get such claim, if any, released to the satisfaction of the TRANSFEREES.
25. The TRANSFERORS hereby undertake and declare that in case any nomination, assignment, lien or charge in respect of the Said Flat and the Said Shares have been made and / or created by the TRANSFERORS and / or any one claiming through 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 and / or the TRANSFEREES.
26. The TRANSFERORS hereby declare that no member either major or minor of the family has any right, title and interest in the Said Shares and the Said Flat in any manner whatsoever and that they are in exclusive use and / or occupation of the Said Flat in any manner whatsoever.
27. The TRANSFERORS hereby undertake to execute, at the cost of the TRANSFEREES any other documents, which may be required and lawful by the TRANSFEREES to make the title of the Said Flat complete and absolute. The TRANSFERORS also agree and

undertake to co-operate with the TRANSFEREES and also to appear personally as and when required, for the Registration of this Agreement with the concerned authorities of Joint Sub-Registrar of Assurances, Mumbai.

28. That the TRANSFERORS herein are absolutely and fully responsible & liable to pay all the taxes, dues / arrears of State Government / Central Government / Service Tax Authority, Central Excise Dues / Taxes, Income Tax, VAT, Municipal and Local Taxes, Property Taxes, Loans or any kind of outstanding and arrears due and pending as on date to any concerned department in respect of the Said Flat till the handing over of the Said Flat.
29. The TRANSFERORS agree to transfer Said Shares and their interest in the Said Flat to the TRANSFEREES and the TRANSFEREES are entitled to hold, possess, occupy and enjoy the Said Flat without any interruption from the TRANSFERORS or anyone else claiming through them. The TRANSFERORS hereby further declare that they have full right and absolute authority to enter into this Agreement for sale 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 for Sale 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 their favour or whereby quiet and peaceful enjoyment possession of the TRANSFEREES in respect of the Said Flat may be disturbed.
30. The Transferors and Transferees agree that this Agreement contains the whole agreement between the Transferors and the Transferees pertaining to the subject matter hereof and supersedes & cancels all prior agreements, memorandum of understandings, negotiations and discussions recorded & un-recorded between the parties and there are no representations, warranties, covenants, conditions or other terms other than expressly contained in this Agreement.



31. This Agreement has been executed in Mumbai, the payments are made in Mumbai and the Said Flat is situated in Mumbai, hence it is subject to jurisdiction of Mumbai's court of law.

**SCHEDULE OF THE PROPERTY**

ALL THAT FLAT PREMISES together with rights, title and interest in Flat No. 605, 6th Floor, Tower 'B' admeasuring 1390 Sq. Ft. Carpet Area equivalent to 129.18 Sq. Mtrs. Carpet Area, along with One Parking Space bearing Nos. 50 in Podium 4 Level along with Ten Fully Paid-Up Shares of Rs. 50/- each bearing distinctive Nos. from 2221 to 2230 (Both Inclusive) under Share Certificate No. 223 issued by Imperial Heights Co-operative Housing Society Ltd., at Plot of Land bearing all that part of a piece of land duly demarcated being portion of the said Larger Property forming part of a layout which is not subdivided but numbered for identification as Plot No. 2A admeasuring 27913.93 sq. mtrs. (containing permissible FSI of 38653 sq. mtrs. And additional TDR permissible of the larger property bearing CTS No. 1 (pt.) of Village Goregaon at BEST Nagar, Oshiwara, Goregaon (West), Mumbai in the Registration District and Sub-District of Mumbai City and Mumbai Suburban of the Municipal Corporation of Greater Mumbai situated at Behind Goregaon Bus Depot, Near BEST Colony, Off. Link Road, Goregaon West, Mumbai - 400 104.

And further details of which are as under:

Year of Construction	:	2012
Type of Construction	:	R. C. C.
No. of floors	:	Lower Stilt + 3 Nos. of Upper Parking Floor + Podium + 1st to 44th Upper Floors (with lift)

IN WITNESS WHEREOF the parties hereto have put and subscribed their respective hands on the day and the year first hereinabove mentioned.

SIGNED AND DELIVERED by )  
withinnamed the **TRANSFERORS** )  
**Mr. AASHISH KUMAR** )  
PAN No. ATIPK2909F

**&**

**Ms. MEGHA CHELLANI**  
**nee Mrs. MEGHA AASHISH KUMAR)**  
PAN No. AHKPC1733B  
in presence of )

SIGNED AND DELIVERED by the )  
withinnamed **TRANSFEREES** )  
**Mr. HARSHIL HITESH DOSHI** )  
PAN No. ATAPD9476C

**&**

**Ms. SANJUKTA SAHA** )  
PAN No. FPYPS3301Q  
in presence of )

**RECEIPT**

RECEIVED of and from the within named TRANSFEREES, **Mr. HARSHIL HITESH DOSHI & Ms. SANJUKTA SAHA**, a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) being the Earnest Money / Part Payment Consideration out of which a sum of Rs. \_\_\_\_\_/- has been deducted towards TDS under Income Tax Act, for the sale and transfer of Flat No. 605 on 6th Floor in Tower 'B', along with One Parking Space bearing Nos. 50 in Podium 4 Level in Imperial Heights Co – Operative Housing Society Ltd.; situated at Behind Goregaon Bus Depot, Near BEST Colony, Off. Link Road, Goregaon West, Mumbai - 400 104, as under:-

Sr. No	Cheque / Bank PO / DD No. RTGS/NEFT/IMPS	Dated	Drawn on	Amount
1.	TDS Deducted @ ___%			
2.	TDS Deducted @23.92% on advance of Rs. _____/-			

---

Rupees

\* subject to realisation of cheque/draft

WE SAY RECEIVED  
Rs. \_\_\_\_\_/-

AASHISH KUMAR  
& MEGHA CHELLANI nee MEGHA AASHISH KUMAR  
(Transferors)

WITNESS: -

1. \_\_\_\_\_

2. \_\_\_\_\_

**RECEIPT**

RECEIVED of and from the withinnamed TRANSFEREES,  
**Mr. HARSHIL HITESH DOSHI & Ms. SANJUKTA SAHA,**, a sum of  
Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
Only) being the Balance Full and Final Payment Consideration for the sale  
and transfer of Flat No. 605 on 6th Floor in Tower 'B', along with One  
Parking Space bearing Nos. 50 in Podium 4 Level in Imperial Heights Co –  
Operative Housing Society Ltd.; situated at Behind Goregaon Bus Depot,  
Near BEST Colony, Off. Link Road, Goregaon West, Mumbai - 400 104,  
as under:-

Sr. No	Cheque / Bank PO / DD No. RTGS/NEFT/IMPS	Dated	Drawn on	Amount
--------	---	-------	----------	--------

1. \_\_\_\_\_

\_\_\_\_\_  
Rupees

\* subject to realisation of cheque/draft

WE SAY RECEIVED  
Rs. \_\_\_\_\_/-

AASHISH KUMAR  
& MEGHA CHELLANI nee MEGHA AASHISH KUMAR  
*Transferors*

WITNESS: -

1. \_\_\_\_\_

2. \_\_\_\_\_