

## AGREEMENT FOR SALE

Articles of agreement made and executed at Mumbai on this ..... day of  
....., in the Gregorian calendar year 2024 (two thousand twenty four).

### BETWEEN

**(1) Mrs. KUSUM D. SANGHVI alias KUSUM DEEPAK SANGHVI**

Aged about 55 years,  
Holder of Income tax PAN: **AEUPS9783A**  
UID Aadhar No. **9072 9683 4972**

**(2) Mr. DEEPAK KUMAR H SANGHVI alias DEEPAK HALCHAND SANGHAVI**

Aged about 63 years,  
Holder of Income tax PAN: **AAMPS3866L**  
UID Aadhar No. **5208 1731 5842**

**(3) DEEPAK KUMAR H. SANGHVI (HUF)**

Holder of Income tax PAN: **AAAHD2351P**  
A Hindu undivided family through the hands of its Karta/Manager  
Mr. DEEPAK HALCHAND SANGHAVI  
Aged about 63 years,  
Holder of Income tax PAN: **AAMPS3866L**  
UID Aadhar No. **5208 1731 5842**  
Residents of Flat No. A/2701, Levels Building no. 6, Rani Sati Marg,  
Malad (East) Mumbai, Maharashtra, Bharat 400097.

.....The "Owners/Vendors"

### AND

**(1) Mrs. KAMNA KIRAN ROLIYA**

Aged about 34 years,  
Holder of Income tax PAN: **BLOPS4949E**  
UID Aadhar No. **5809 8613 5674**

**(2) Mrs. PAYAL NAITIK SHAH**

Aged about 33 years,  
Holder of Income tax PAN: **CLPPS6237K**  
UID Aadhar No. **2158 5758 2382**

**(3) Mr. KARAN DEEPAK SANGHAVI**

Aged about 30 years,  
Holder of Income tax PAN: **DTNPS3989B**  
UID Aadhar No. **3945 1174 3808**  
Residents of Flat No. 1101, Veer Tower Devnagar Derasar Marg,  
Near Pawar Public School, Kandivali (West), Mumbai, Maharashtra,  
Bharat 400067.

**(4) Mrs. KUSUM D. SANGHVI alias KUSUM DEEPAK SANGHVI**

Aged about 55 years,  
Holder of Income tax PAN: **AEUPS9783A**  
UID Aadhar No. **9072 9683 4972**  
Resident of Flat No. A/2701, Levels Building no. 6, Rani Sati Marg,  
Malad (East) Mumbai, Maharashtra, Bharat 400097.

.....The “**Confirmers**”

**AND**

**(1) Mr. JAYPRAKASH BHOLANATH MISHRA**

Aged about **43** years,  
Holder of Income tax PAN: **CNTPM9095D**  
UID Aadhar No. **6225 8086 1504**

**(2) Mrs. SHYAMALA JAYPRAKASH MISHRA**

Aged about **39** years,  
Holder of Income tax PAN: **BZRPM9536N**  
UID Aadhar No. **5254 0318 1702**  
Residents of Flat No. 505, Monica Sadan CHSL., B. L. Muraga Marg,  
Near Childrens Academy, Malad (East), Mumbai, Maharashtra,  
Bharat 400097.

.....The “**Purchasers**”

- i. The term(s) “Owners/Vendors” and “Purchasers” used in these presents shall, unless contrary to the context or meaning thereof, shall mean and his/her/their heir(s) and legal representative(s), as the case may be.
- ii. This Agreement for sale may hereinafter be called and referred to as the said “**Agreement**”.
- iii. The parties declare(s) and warrant(s) that they are inhabitant(s) and resident(s) of the Republic of India.
- iv. All the capitalised term(s), unless otherwise defined herein, shall mean and have the same meaning as assigned to them in the **Agreement**.
- v. In this **Agreement** the singular may include the plural and the masculine may include the feminine.
- vi. In determining the right(s) and duties of the parties under this **Agreement**, the entire **Agreement** must be read as whole and not in isolation.
- vii. The Owners/Vendors and the Purchasers shall individually be referred as party and collectively referred to as parties.
- viii. Heading(s) are only for the sake of convenience and the same shall not influence the interpretation or meaning of the provisions of this **Agreement** in any manner whatsoever.
- ix. Any reference to the term(s) “herein”, “hereto”, “hereof”, or “thereof”, and any other similar term(s) used in this **Agreement** refer to this **Agreement** and not to the particular provision(s) in which the term(s) is used unless the context otherwise requires.

**1. RECITALS:**

- 1.1. **THAT** M/s United Enterprises, a Partnership firm registered under the Indian Partnership Act, 1932 and having its office at 1, Sneha Dhara, Bachani Nagar Road,



Malad (East), Mumbai i, Maharashtra, Bharat 400097 (the “**Developers**”) proposed to construct a multi storeyed building comprising of residential building to be known as “Monica Sadan” (the said “**building**”) on the land(s) or ground(s) bearing chain and triangulation survey (the “**CTS**”) No. 445 situate lying and being at Revenue Village Malad East, Taluka Borivali, in the registration district and sub-district of Mumbai Suburban vide CC bearing No. CHE/6805/BP(WS)/AP duly issued by the Municipal Corporation of Greater Mumbai (the “**MCGM**”);

- 1.2. **THAT** by and under an Agreement For Sale dated 07/06/1999, made and executed between the Developers herein, therein referred to as “the Builders” of the One Part, and the Owners/Vendors herein (1) Mrs. KUSUM D. SANGHVI, (2) Mr. DEEPAK KUMAR H SANGHVI & (3) DEEPAK KUMAR H. SANGHVI (HUF) therein referred to as “the Purchasers” of the Other Part, duly registered under Serial No. PBDR-2/2949 dated 07/06/1999, at the office of the Joint Sub-Registrar of Assurances Borivali MSD (hereinafter called and referred to as the “**Principal Agreement**”). The said (1) Mrs. KUSUM D. SANGHVI, (2) Mr. DEEPAK KUMAR H SANGHVI & (3) DEEPAK KUMAR H. SANGHVI (HUF) for a valuable consideration and on the terms had agreed to purchase a self-contained residential unit being “**Flat No. 206 admeasuring 860 sq. ft. super built up areas or thereabout on the Second Floor of the building to be known as Monica Sadan (now Monica Sadan C. H. S. Ltd., situated at B. L. Murarka Marg, off. Kedarmal Road, Malad (East), Mumbai, Maharashtra, Bharat 400097**”, constructed on land(s) or ground(s) bearing CTS No. 445 situate, lying and being at Revenue Village Malad East, Taluka Borivali in the registration district and sub district of Mumbai Suburban, within the assessment jurisdiction of “MUNCIP-WARD” ward of the MCGM hereinafter for the sake of brevity and convenience called and referred to as the said “**Flat**”, and more particularly described in the schedule written hereunder;
- 1.3. **THAT** on compliance of the terms and conditions of the said CC inter alia to the completion of the said building the MCGM issued permission to occupy the said “Monica Sadan” vide letter bearing No. CHE/6805/BP(WS)/AP, dated 09/06/1997; upon payment of the agreed consideration and other amounts set out in the said Principal Agreement, the said (1) Mrs. KUSUM D. SANGHVI, (2) Mr. DEEPAK KUMAR H SANGHVI & (3) DEEPAK KUMAR H. SANGHVI (HUF) were put to the quiet, vacant, peaceful, and physical possession of the said Flat;
- 1.4. **THAT** the said building was duly assessed as property No. .... under account No. .... by the Asst. Assessor and collector ..... ward of the MCGM;
- 1.5. **THAT** all the Purchaser(s) or Owner(s) of residential and other units of the said building viz. “Monica Sadan” formed and registered a housing society under the name and style the Monica Sadan Co-operative Housing Society Limited, situated at B. L. Murarka



Marg, off. Kedarmal Road, Malad (East), Mumbai, Maharashtra, Bharat 400097, being a co-operative housing society (the “CHS”) limited, duly formed, registered and incorporated under the provisions of The Maharashtra Co-operative Societies Act, 1960, (Maharashtra Act XXIV of 1961) under registration No. **MUM/W-P/HSG/TC/12747/2004-05 dated 08/12/2004**, (hereinafter called and referred to as the said “Society”);

- 1.6. **THAT** the said (1) Mrs. KUSUM D. SANGHVI, (2) Mr. DEEPAK KUMAR H SANGHVI & (3) DEEPAK KUMAR H. SANGHVI (HUF) are a deem/registered member of the said Society holding **5(five)** fully paid up ordinary shares of **₹50/- (Rupees fifty only)** each aggregating to **₹250/- (Rupees two hundred fifty only)** bearing distinctive numbers from **56 to 60** (all inclusive) represented by share certificate number **12** dated **11/12/2004** (hereinafter called and referred to as the “Shares”).
- 1.7. **THAT** in the circumstances above AND SUBJECT TO WHAT has been stated herein above the Owners/Vendors are seized and possessed of and/or well and sufficiently entitled to the said residential unit being “**Flat No. 206 admeasuring 860 sq. ft. super built up areas or thereabout on the Second Floor of the Monica Sadan C. H. S. Ltd., situated at B. L. Murarka Marg, off. Kedarmal Road, Malad (East), Mumbai, Maharashtra, Bharat 400097**”, constructed on land(s) or ground(s) bearing CTS No. 445 situate, lying and being at Revenue Village Malad East, Taluka Borivali in the registration district and sub district of Mumbai Suburban, duly assessed as property No. .... under account No. .... by the Asst. Assessor and collector ..... ward of the MCGM and more particularly described in the schedule written hereunder.
- 1.8. **THAT** the Owners/Vendors No.3 being and Hindu Undivided Family has the confirmers as the co-parceners and Owners/Vendors alongwith the express no objection of the coparceners (by execution hereof) have agreed to sell, assign, convey, transfer and assure unto the Purchasers and the Purchasers have agreed to purchase, acquire and possess from the Owners/Vendors, the said **Flat**, the quiet, vacant, peaceful and physical possession thereof along with all the right(s), title and interest(s) together with electric connection, piped gas connection, fixture(s) and fitting(s), share of corpus fund, sinking and other fund(s) of the said Society, deposit(s) including deposit(s) for household utilities and all benefit(s) attached to the said **Flat** and the said membership of the said Society absolutely free from all claim(s), demand(s), encumbrance(s), litigation(s) and dispute(s) whatsoever at or for the total lump sum consideration of **₹1,51,00,000/- (Rupees One Crore Fifty One Lakh Only)**, (the “**Consideration/Price**”) and the term(s) and condition(s) set out herein receivable/payable on or before -----;
- 1.9. **THAT** the Owners/Vendors herein with the consent of the Purchasers had given notice of intention to transfer their shares and interest(s) in the capital/property of the Society

as required under rule(s) 24(i)(b) of the Maharashtra Co-operative Societies Rules 1961 in the form(s) prescribed under the new model bye-law(s) No.38(a) (appendix 20/1, & 20/2), the said Society in response thereto granted letter of no objection dated .....

- 1.10. THAT** for discharging a part of the said Consideration/Price, the Purchasers have informed the Owners/Vendors that they propose(s) to apply and avail housing loan or finance to the maximum extent of **₹85,00,000/- (Rupees Eighty Five Lakh Only)** from Bank(s) and/or Housing Finance Company or Financial Institution(s) of their choice (the "FI's"), the Purchasers have also informed the Owners/Vendors that the aforesaid amount shall be remitted directly by such FI's to the Owners/Vendors, subject to necessary co-operation being given by the Owners/Vendors as well as the said Society in issuing the letter of no objection for the mortgage or acceptance of charge pertaining to the said **Flat** in favour of such FI's and providing other document(s) of the said building or the said **Flat** such as commencement certificate, occupation certificate, property register card, sanctioned plan etc. that may be demanded by such FI's to the Purchasers.
- 1.11. THAT** the sale of the said **Flat** is subject to deduction(s) of Income tax deducted at source (the "TDS") as provisioned under the section 194(l)(a) of the Income tax Act, 1961 as amended by the Finance Act 2013, the Purchasers shall deduct 1% (one percent) of the said Consideration/Price or any part thereof (i.e. a total amount of **₹1,51,000/- (Rupees One Lakh Fifty One Thousand Only)**) being the said TDS and deposit such deducted amount equally in the Income tax PAN of the Owners/Vendors through Government treasury within 15(fifteen) days of the succeeding month in which the Consideration/Price or any part thereof has been paid, the aforesaid amount paid by the Purchasers equally in the Income tax PAN of the Owners/Vendors shall be deemed to be payment of a part of the said Consideration/Price.
- 1.12. THAT** the Owners/Vendors have been provided with a draft copy of this Agreement well in advance and the Owners/Vendors have read and understood the contents hereof, the Owners/Vendors have taken opinion of a legal personnel and/or their well-wishers, upon being advised and fully satisfied the Owners/Vendors have executed this Agreement;
- 1.13. THAT** the parties hereto in Agreement with each other are desirous of reducing their term(s) and condition(s) to writing, hence these presents.
- 2. NOW THEREFORE**, in consideration of the foregoing and the mutual covenant(s) and promise(s) contained herein, the receipt and adequacy of which is/are hereby admitted and acknowledged, the parties intending to be bound legally, agree(s) as follows: -



3. **AGREEMENT:** shall mean this Agreement together with the schedules and annexure/s hereto and/or any other document(s) executed in pursuance hereof and shall supersede all prior writing(s), letter(s) of Intent(s), Agreement(s) and understanding(s) either written or oral, arrived at between the parties hereto with respect to the subject matter hereof.

4. **SUBJECT MATTER OF THIS AGREEMENT:**

The subject matter of this **Agreement** is grant, sale, assignment, conveyance, transfer and assurance of the said **Flat**, the quiet, vacant, peaceful and physical possession thereof, all the right(s), title and interest(s) together with electric connection, fixture(s) and fitting(s), share of corpus fund, sinking and other fund(s) of the said Society, deposit(s) including deposit(s) for household utilities and all benefit(s) attached to the said **Flat** and the membership of the said Society by the Owners/Vendors to the Purchasers absolutely free from all claim(s), demand(s), encumbrance(s), litigation(s) and dispute(s) whatsoever for the lump sum price set out in the clause – 8 and on the term(s) and condition(s) set out herein.

5. **THE OWNERS/VENDORS CONVENANT(S):** The Owners/Vendors hereby state(s), declare(s), represent(s), undertake(s) and warrant(s) that: -

- 5.1. **Agreed, recorded, and declared,** the recital(s) set out herein shall form an integral part of this **Agreement** as if the same are set out and/or reproduced and incorporated herein;
- 5.2. They have agreed to sell, assign, convey, transfer and assure unto the Purchasers the said **Flat**, the quiet, vacant, peaceful and physical possession thereof along with all the right(s), title and interest(s) together with electric connection, piped gas connection, fixture(s) and fitting(s), share of corpus fund, sinking and other fund(s) of the said Society, deposit(s) including deposit(s) for household utilities and all benefit(s) attached to the said **Flat** and the said membership of the said Society absolutely free from all claim(s), demand(s), encumbrance(s), litigation(s) and dispute(s) whatsoever for or at the said Consideration/Price set out in the clause – 8 and on the term(s) and condition(s) set out herein;
- 5.3. They are the legal, lawful and absolute owner of the said **Flat**;
- 5.4. The said **Flat** is their self-acquired property and that no one else except them has any right(s), title, and interest(s) in respect thereof;
- 5.5. They have heretofore neither entered into any oral or written agreement(s) for sale nor executed any memorandum(s) of understanding, transfer Agreement(s), transfer form(s), document(s), writing(s) or paper(s) in favour of any party/person(s) or body public or whosoever other than the Purchasers, nor the Owners/Vendors have heretofore;

- 5.5.1.** received any amount(s) of money by way of consideration or earnest money or deposit(s) or otherwise in any manner whatsoever from any party/person(s) or body public or whosoever other than the Purchasers;
  - 5.5.2.** done and/or omitted any act(s), Agreement(s), matter(s) or thing(s) so that their ownership right(s), title and interest(s) in the said **Flat** is jeopardised or prejudiced in any manner whatsoever;
  - 5.5.3.** created any other liability in any manner whatsoever;
  - 5.5.4.** encumbered or charged their right(s), title or interest(s) in and of the said **Flat**.
- 5.6.** The said **Flat** is not affected by any lispendens or insolvency proceeding(s) or any prohibitory order(s) from any authority restraining the Owners/Vendors from dealing with or disposing of or parting with possession of the said **Flat** or any part thereof., neither the Government or any public authority has issued any order under the Income tax Act, the Wealth tax Act, and/or the Maharashtra Land Revenue Code or under any statute restraining the Owners/Vendors from selling or disposing of the said **Flat** or any part thereof in any manner whatsoever;
  - 5.7.** They have not been disqualified or rendered disentitled either at law, equity or otherwise on account(s) of any action(s), step(s) or proceeding(s) or any act(s) of commission(s) or omission(s) including any forfeiture(s), confiscation(s), acquisition(s), requisition(s) and/or reservation(s) and otherwise and there was no and there is no dispute(s) filed or pending or disposed of in respect of the said **Flat** or in respect of the said building to the knowledge, notice (expressed and/or implied) or information of the Owners/Vendors, nor they have been declared insolvent/bankrupt under the provisions of the law;
  - 5.8.** There is no minor interested in the said **Flat** or any part thereof nor there is/are any occupant(s) or dependent(s) claiming any right(s), interest(s) and possession thereof or any part thereof howsoever;
  - 5.9.** They have paid their share of municipal taxes, water charge(s), electricity charge(s), telephones bill(s), Society's maintenance charge(s), all other outgoing(s), cost(s), charge(s), expense(s), taxes, due(s), due(s) and arrear(s), stamp duty (if any), all other applicable taxes (if any) etc. in respect of the said **Flat** up to the date;
  - 5.10.** All the deposit(s) including the deposit(s) for household utilities and all other benefit(s) attached to the said **Flat** and the said membership of the said Society lying to the credit(s) of the Owners/Vendors with the said Society or utility provider(s) shall automatically stand transferred to the Purchasers, further the Owners/Vendors shall not claim any right(s) or take/claim refund in respect to or any part thereof at any time hereafter either now or in future;
  - 5.11.** They shall obtain/have obtained the necessary permission from the said Society to



transfer their all right(s), title, claim, interest(s) and benefit(s) whatsoever enjoyed by the Owners/Vendors including the said Shares, deposit(s), if any, to and in the favour of the Purchasers;

- 5.12. They shall co-operate with the Purchasers for further assuring in law and also for better and more perfectly transferring their all right(s), title, interest(s) and benefit(s) in the said **Flat** unto the Purchasers for the exclusive use and benefit(s) of the Purchasers;
  - 5.13. They shall also obtain and deliver the letter of no objection for creation of mortgage OR letter of creation of charge in favour of such **FI's**, within the specified time limit set out in these presents without failure;
  - 5.14. They shall have no objection whatsoever for the loan or finance being availed by the Purchasers for the payment of a part of the agreed Consideration/Price;
  - 5.15. They shall within the time limit(s) set out herein provide document(s), plan(s), sanction(s) and permission(s) etc. but limited to the building, property, land and the said **Flat** whichever may be required and/or called by the said **FI's**;
  - 5.16. On receipt of the entire agreed Consideration/Price they shall forthwith put the Purchasers to the quiet, vacant, peaceful and physical possession of the said **Flat** along with all the document(s) set out in the clause – 6;
  - 5.17. There is no material defect in the title pertaining to the said **Flat** to the best knowledge of the Owners/Vendors;
6. **DOCUMENT(S) OF TITLE:** The Owners/Vendors and each of them hereby declare(s) that document(s) evidencing the title to the said **Flat** in their possession are as follows: -
- 6.1. Original Agreement for Sale dated 07/06/1999, made and executed between the Developers herein, therein referred to as "the Builders" of the One Part, and the (1) Mrs. KUSUM D. SANGHVI, (2) Mr. DEEPAK KUMAR H SANGHVI & (3) DEEPAK KUMAR H. SANGHVI (HUF) (Owners/Vendors herein), therein referred to as "the Purchasers" of the Other Part, duly registered under Serial No. PBDR-2/2949 dated 07/06/1999, at the office of the Joint Sub-Registrar of Assurances Borivali MSD alongwith all the receipt of payment of agreed consideration or any part thereof;
  - 6.2. Original Share Certificate bearing No. 12, in respect of 5(five) fully paid up ordinary shares of ₹50/- (Rupees fifty only) bearing distinctive numbers from 56 to 60 dated 11/12/2004 issued by the said Society;

The custody of all the aforesaid document(s) will be handed over directly to the said **FI's** prior to the disbursement of the loan and the quiet, vacant, peaceful and physical possession of the said **Flat** to the Purchasers simultaneously on the receipt of the loan disbursed from the said **FI's**.



**7. THE PURCHASERS COVENANT(S):** The Purchasers and each of them covenant(s) with the Owners/Vendors that: -

- 7.1. **Agreed, recorded, and declared** that the recital(s) contained hereinabove shall form an integral part of this **Agreement** as if the same are set out and/or reproduced and incorporated herein;
- 7.2. Relying absolutely on the representation(s), assurance(s) and warranty(ies) of the Owners/Vendors, also further relying on the correctness and guarantee of compliance(s) of all the covenant(s) set out herein by the Owners/Vendors, the Purchasers have agreed to purchase, acquire and possess the said **Flat**, the quiet, vacant, peaceful and physical possession thereof along with all the right(s), title and interest(s) together with electric connection, piped gas connection, fixture(s) and fitting(s), share of corpus fund, sinking and other fund(s) of the said Society, deposit(s) including deposit(s) for household utilities and all benefit(s) attached to the said **Flat** and the said membership of the said Society absolutely free from all claim(s), demand(s), encumbrance(s), litigation(s) and dispute(s) whatsoever for or at the said Consideration/Price set out in the clause – 8 and on the term(s) and condition(s) set out herein;
- 7.3. They shall pay the entire Consideration/Price, partly through their source of fund(s) and partly through borrowing(s) (personal as well as from the said **FI's**);
- 7.4. They shall not demand or claim(s) the quiet, vacant, peaceful, and physical possession of the said **Flat** prior to the payment of the entire consideration;

**8. AGREED CONSIDERATION/PRICE:**

- 8.1. The Owners/Vendors have agreed to to sell, assign, convey, transfer and assure unto the Purchasers the said **Flat**, the quiet, vacant, peaceful and physical possession thereof along with all the right(s), title and interest(s) together with electric connection, piped gas connection, fixture(s) and fitting(s), share of corpus fund, sinking and other fund(s) of the said Society, deposit(s) including deposit(s) for household utilities and all benefit(s) attached to the said **Flat** and the said membership of the said Society absolutely free from all claim(s), demand(s), encumbrance(s), litigation(s) and dispute(s) whatsoever for or at the total lump sum monetary Consideration/Price of **₹1,51,00,000/- (Rupees One Crore Fifty One Lakh Only)** receivable on or before \_\_\_\_\_;
- 8.2. Relying absolutely on the representation(s), assurance(s) and warranty(ies) of the Owners/Vendors also further relying on the correctness and guarantee of compliance(s) of all the covenant(s) set out herein, the Purchasers have agreed to purchase, acquire and possess from the Owners/Vendors the said **Flat**, the quiet, vacant, peaceful and physical possession thereof along with all the right(s), title and

interest(s) together with electric connection, piped gas connection, fixture(s) and fitting(s), share of corpus fund, sinking and other fund(s) of the said Society, deposit(s) including deposit(s) for household utilities and all benefit(s) attached to the said Flat and the said membership of the said Society absolutely free from all claim(s), demand(s), encumbrance(s), litigation(s) and dispute(s) whatsoever for or at the total lump sum monetary Consideration/Price of ₹1,51,00,000/- (Rupees One Crore Fifty One Lakh Only) payable on or before \_\_\_\_\_ .

**9. INCOME TAX DEDUCTED AT SOURCE (TDS)**

The Purchasers shall deduct 1% (one percent) of the said Consideration/Price being the said TDS as provisioned under section 194(l)(a) of the Income tax Act, 1961 as amended by the Finance Act 2013 and deposit such deducted amount(s) equally in the Income tax PAN of the Owners/Vendors through Government treasury within 15(fifteen) days of the succeeding month in which the Consideration/Price or any part thereof has been paid; the aforesaid amount paid by the Purchasers equally in the Income tax PAN of the Owners/Vendors shall be deemed to be payment of a part of the said Consideration/Price.

**10. SCHEDULE OF PAYMENT OF THE SAID CONSIDERATION/PRICE:** The parties hereto have agreed that the payment of the Consideration/Price agreed herein shall paid/received in the following manner: -

**10.1. THAT** a sum of ₹64,49,000/- (Rupees Sixty Four Lakh Forty Nine Thousand only) as part Consideration has been paid by the Purchasers to the Owners/Vendors prior to the execution hereof, the receipt and adequacies whereof the Owners/Vendors doth hereby admit(s) and acknowledge(s) of and from the same and every part thereof doth forever acquit(s), release(s) and discharge(s) the Purchasers;

**10.2. THAT** the Purchasers through a loan from the said FI's shall pay or cause the Owners/Vendors to be paid a sum of ₹85,00,000/- (Rupees Eighty Five Lakh only) being the balance Consideration/Price on or before \_\_\_\_\_, in case the FI's disburse a lesser amount, the deficit amount shall be paid by the Purchasers through their own source;

**10.3. THAT** the Purchasers shall deduct and deposit a sum of ₹1,51,000/- (Rupees One Lakh Fifty One Thousand Only) being the TDS as aforesaid and deposit such deducted amount equally in the Income tax PAN of the Owners/Vendors through Government treasury within 15(fifteen) days of the succeeding month, the aforesaid amount paid by the Purchasers equally in the Income tax PAN of the Owners/Vendors shall be deemed to be payment of a part of the said Consideration/Price.

<b>Total</b>	<b>₹1,51,00,000/-</b>
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**11. POSSESSION:**

The Owners/Vendors have warranted that upon receipt of the Consideration/Price set out in the clause – 8 hereof, they shall forthwith put the Purchasers to the quiet, vacant, peaceful and physical possession of the said **Flat**.

**12. CONSEQUENCES ON DEFAULT:**

**12.1. Applicable to the Purchasers:**

**12.1.1.** The Purchasers have agreed, assured and warranted that they shall be solely responsible for the payment of said Consideration/Price on or before ----- through their own source of funds and borrowing(s) either personal or from the said **FI's**, provided the Owners/Vendors herein deliver(s) or cause(s) to be delivered all requirement(s) (excluding financial requirement(s)) raised by such **FI's** such as commencement certificate, occupation certificate, sanctioned plan, writing(s)/paper(s), document(s) including the document of land/property etc. also including the said letter of no objection for creation of mortgage or charge in favour of said **FI's** within 10(ten) days from the date hereof. The Owners/Vendors have averred that in case of delay in providing any of the aforesaid documents by the Owners/Vendors to the Purchasers for any reason whatsoever, the Purchasers shall have deemed to have corresponding extension of time/period for the payment of Consideration/Price;

**12.1.2.** The parties have agreed that subject to the Owners/Vendors complying with the requirement(s)/demand(s) (excluding financial compliance) raised by the **FI's** within the time limit set out herein and the Purchasers default(s) or fail(s) to make the payment of the balance Consideration/Price within the time limit set out herein for any reason(s) whatsoever, then the following shall apply: -

**12.1.2.1.** The Purchasers shall be given and allowed 30 (thirty) days as grace period provided the Purchasers bear and pay interest at the rate of 18% (eighteen percent) per annum during such grace period;

**12.1.2.2.** Any further delay or delay or default beyond the grace period shall lead to termination/revocation of this Agreement and the following shall also apply:

**12.1.2.2.1.** The Owners/Vendors shall call upon the Purchasers and require specific performance hereof;

**12.1.2.2.2.** the Purchasers shall cause cancellation of this Agreement and such cancellation shall be drafted and registered entirely at the cost(s) of the Purchasers, the Owners/Vendors shall co-operate and appear before the sub-registrar of assurance of the concerned district or sub-district at designated date and time;

**12.1.2.2.3.** the grace period shall have deemed to applicable until the aforesaid cancellation of this Agreement and accordingly, the costs set out in the

clause - 12.1.2.1 shall also be applicable.

**12.1.2.3.** The Owners/Vendors against the registration of the cancellation of this Agreement shall forthwith refund all the amount of Consideration/Price received by them till such date, subject to deduction of the penalties and the cost(s) set out herein, but no further or other damage(s) shall be paid by the Purchasers.

**12.2. Applicable to the Owners/Vendors:** Subject to the payment of the Consideration/Price set out herein by the Purchasers and the Owners/Vendors delay(s) or default(s) the possession of the said **Flat** within the time limit set out herein for any reason(s) whatsoever, then the following shall apply: -

**12.2.1.** The Purchasers shall be entitled to specific performance from the Owners/Vendors; inter alia the Purchasers shall also be entitled to: -

**12.2.1.1.** interest at the rate of 18% (eighteen percent) per annum on the said Consideration;

**12.2.1.2.** monthly rent of similar **Flat** in the said building for such delayed period;

**12.2.1.3.** all other cost(s) and expense(s) that the Purchasers may have incurred from the date of the negotiation(s) of the sale of the said **Flat**, but no further or other damage(s) shall be paid by the Owners/Vendors.

**12.2.2.** The Purchasers shall also be entitled to invoke their right(s) as provided U/s. 5 of the Specific Reliefs Act, 1963.

**13. COMPLETION OF SALE:** The parties agree(s), state(s), declare(s) and undertake(s) that on payment of the said Consideration/Price set out in the clause – 8 hereof by the Purchasers to the Owners/Vendors and the Owners/Vendors forthwith putting the Purchasers to the quiet, vacant, peaceful and physical possession of the said **Flat** the sale/purchase of the said **Flat** shall deemed to completed, inter alia that: -

**13.1.** the Owners/Vendors shall pay and clear all the municipal taxes, water charge(s), electricity charge(s), telephones bill(s), society's maintenance charge(s), all other outgoing(s), cost(s), charge(s), expense(s), taxes, due(s), due(s) and arrear(s), stamp duty (if any), all other applicable taxes (if any) etc. in respect of the said **Flat** up to the date of the quiet, vacant, peaceful and physical possession of the said **Flat** by the Purchasers;

**13.2.** the Owners/Vendors shall by an appropriate writing(s) resign as the member of the said Society in favour of the Purchasers and request the said Society to admit the Purchasers as member of the said Society in the place of the Owners/Vendors.

**13.3.** the Owners/Vendors shall duly complete and sign the requisite transfer form(s) and all other relevant form(s), declaration(s) etc. appended in the model bye-law(s) and those declaration(s), undertaking(s) that may be demanded in addition(s) by the said Society



for the effective transfer of the said **Flat/Shares** to the Purchasers;

- 13.4. the Owners/Vendors shall at all time(s) and whenever required at the request(s) and the cost(s) of the Purchasers, shall appear in person and also do and execute or cause to be done or executed all such act(s), Agreement(s), matter(s) and thing(s) and/or other assurance(s) in law whatsoever that may be required for further and more perfectly vesting and assuring the said **Flat** unto the Purchasers and whenever required the Owners/Vendors shall sign necessary paper(s), document(s), writing and/or assurances in law that may be required for the transfer of the said **Flat**;
  - 13.5. the Owners/Vendors shall have no right(s), possession(s) title and/or interest(s) of any nature whatsoever in or about the said **Flat** and Purchasers shall be solely and exclusively entitled to use, occupy, possess and enjoy the same without any hindrance and/or interference by the Owners/Vendors or any one claiming through or under their behalf in any manner howsoever, the Purchasers shall solely be entitled to deal with the said **Flat** in such manner as he may desire and think fit and proper, subject to Society bye-law(s) and applicable rule(s) and regulation(s);
  - 13.6. the Purchasers shall apply for the membership of the said Society and for such purpose(s) the Purchasers agree(s) to sign necessary application(s), form(s) and other paper(s) as may be required or called upon by the said Society, the Purchasers expressly agree(s) to abide by rules, regulations, and bye-law of the said Society for the time being in force or as amended from time to time.
  - 13.7. the Purchasers from the date of quiet, vacant, peaceful, and physical possession of the said **Flat** shall promptly and punctually pay all taxes, maintenance, charge(s), electricity bill, statutory expense(s) and other outgoing(s) in respect of the said **Flat**;
  - 13.8. this Agreement shall have deemed to be sale deed or deed of transfer upon payment of the Consideration/Price by the Purchasers and the Owners/Vendors handing over the quiet, vacant, peaceful and physical possession of the said **Flat** to the Purchasers.
14. **TIME SHALL BE THE ESSENCE OF CONTRACT:** The parties herein have agreed that the time should be essence of the contract, as far as: -
- 14.1. the payment of above given balance Consideration/Price and
  - 14.2. for handing over the quiet, vacant, peaceful and physical possession of the said **Flat** to the Purchasers with clear and marketable title absolutely free from all claim(s), demand(s), encumbrance(s), litigation(s) and dispute(s) whatsoever.
15. **OTHER CONDITION(S):**
- 15.1. The Consideration/Price for the sale/purchase of the said **Flat** has been agreed by the parties after thorough negotiations and the same has no co-relation to the market value

determined by the virtue of ready reckoner for the accounting year 2023-24 published by the Government of Maharashtra;

**15.2.** Each party shall bear his respective Advocate's fee and their share of other incidental expenditure, if any, in relation to this Agreement;

**15.3.** Upon payment of the part Consideration/Price set out in the clause 10.1 to the Owners/Vendors, the Purchasers shall bear and meet the expense(s) of the stamp duty and applicable registration fee(s) set out in the clause – 16, the parties shall complete the execution and upon execution hereof the Purchasers shall lodge this Agreement before the sub-registrar of assurances of the concerned district or sub-district within the time limit granted U/s. 23 of the Registration Act, 1908. As and when called upon by the Purchasers and/or his Advocate(s) the Owners/Vendors shall forthwith remain present and admit the execution of this Agreement before the sub-registrar of assurances of the concerned district or sub-district.

**16. STAMP DUTY, REGISTRATION FEES AND TRANSFER**

The stamp duty as per article 25(b), Schedule – I of the Maharashtra Stamp Act, 1958 alongwith the applicable metro cess is arrived at ₹9,06,000/- (Rupees Nine Lakh Six Thousand Only) AND the registration fee(s) of ₹30,000/- (Rupees Thirty Thousand only) for this transaction shall be paid by through MTR Form No. 6 or e-SBTR by the Purchasers. The necessary transfer charge(s)/donation(s)/ premium(s) payable to the said Society will be borne and paid by the parties herein in equal share.

**17. INDEMNIFICATION(S):**

The Owners/Vendors hereby indemnify and agree(s) to keep indemnified and harmless to the Purchasers against all the defect in the title, all claim(s), demand(s), proceeding(s), suit(s), cost(s), taxes, and expense(s) in connection with any liability which the Purchasers may have to suffer or incur due to the claim(s) from Society, Government authorities, Stamp authority, Sub-Registrar of assurances, Taxation authority or any competent authority or authorities and/or any third party relating to the said **Flat** sustained prior to the quiet, vacant, peaceful and physical possession of the said **Flat** being given to the Purchasers.

**18. APPLICABLE LAW(S):**

**18.1.** This Agreement is deemed to be a proper contract as defined U/s. 10 of the Indian Contract Act, 1872 and the parties declare that they are competent person(s) to enter, execute and perform this Agreement as defined U/s. 11 of the of the Indian Contract Act, 1872;

**18.2.** The Purchasers subject to the indemnification(s) in the clause – 17 hereof agree(s) to abide by the term(s) and condition(s) set out in the Principal Agreement which is



subject to the provision of The Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and rules made thereunder and/or any other Act, Law or Statute for the time being in force;

- 18.3. This Agreement shall be governed by and construed and enforced in accordance with the law(s) of the Republic of India and the parties hereto agree(s) to submit to the exclusive jurisdiction of the court(s) of Mumbai for resolution of dispute(s) arising out of the subject matter.

**THE SCHEDULE OF THE PROPERTY HEREINABOVE REFERRED TO**

**IN AND ABOUT ALL THAT** a self-contained residential unit on absolute ownership basis being "Flat No. 206 admeasuring 860 sq. ft. super built up areas or thereabout on the Second Floor of the Monica Sadan C. H. S. Ltd., situated at B. L. Murarka Marg, off. Kedarnal Road, Malad (East), Mumbai, Maharashtra, Bharat 400097", alongwith the undivided shares and interest in the capital/property of the Monica Sadan Co-operative Housing Society Limited, constructed on the plot of land bearing CTS No. 445, situate, lying and being at Revenue Village Malad East, Taluka Borivali, in the registration District and Sub District of Mumbai Suburban duly assessed as property No. .... under account No. .... by the Asst. Assessor and collector ..... ward of the MCGM.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SUBSCRIBED THEIR SIGNATURE, AFFIXED THEIR MOST RECENT PHOTOGRAPHS, AND IMPRINTED THEIR LEFT HAND THUMB AT MUMBAI ON THE DAY AND THE YEAR FIRST HEREIN ABOVE WRITTEN.

SIGNED AND DELIVERED by

(1) Mrs. KUSUM D. SANGHVI

(2) Mr. DEEPAK KUMAR H SANGHVI

(3) DEEPAK KUMAR H. SANGHVI (HUF)

the "Owners/Vendors" within named. In the presence of the following witnesses: -

1].....

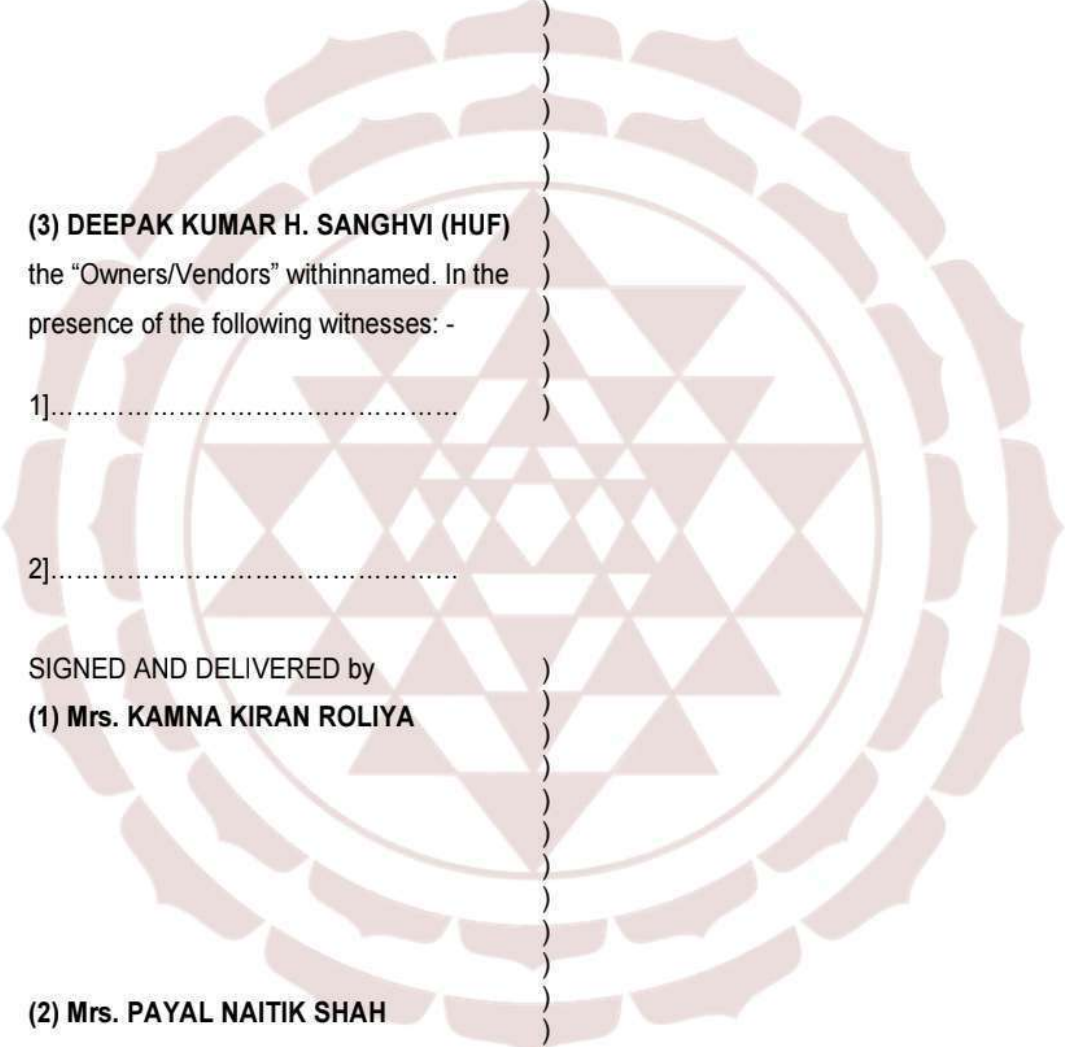
2].....

SIGNED AND DELIVERED by

(1) Mrs. KAMNA KIRAN ROLIYA

(2) Mrs. PAYAL NAITIK SHAH

(3) Mr. KARAN DEEPAK SANGHAVI







## RECEIPT

Received of and from (1) Mr. JAYPRAKASH BHOLANATH MISHRA & (2) Mrs. SHYAMALA JAYPRAKASH MISHRA the Purchasers withinnamed, a sum of **₹64,49,000/- (Rupees Sixty Four Lakh Forty Nine Thousand only)** being the payment of the part Consideration/Price for the sale and transfer of "Flat No. 206 admeasuring 860 sq. ft. super built up areas or thereabout on the Second Floor of the Monica Sadan C. H. S. Ltd., situated at B. L. Murarka Marg, off. Kedarmal Road, Malad (East), Mumbai, Maharashtra, Bharat 400097", in the manner specified hereinafter: -

Ser. No	Mode of Payment	Instrument Number	Instrument Date	Drawn on Bank	Branch	Amount
1	Cheque					
2	Cheque					
3	Cheque					
4	Cheque					
5	Cheque					
Rupees Sixty Four Lakh Forty Nine Thousand only						₹64,49,000/-

WE SAY RECEIVED, ₹64,49,000/- (Rupees Sixty Four Lakh Forty Nine Thousand only) as aforesaid.

((1) Mrs. KUSUM D. SANGHVI, (2) Mr. DEEPAK KUMAR H SANGHVI & (3) DEEPAK KUMAR H. SANGHVI (HUF)) through Mr. Deepak Halchand Sanghavi – Karta

In the presence of the following witnesses: -

1).....

2).....

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

Mumbai  
Date: ...../...../2024