

AGREEMENT FOR SALE

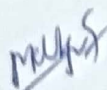
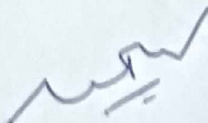
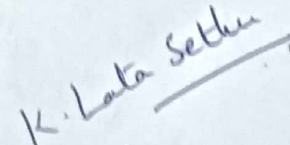
THIS INDENTURE OF AGREEMENT FOR SALE is made and entered in at Mumbai on this ___ th day of March in Christian Calendar Year two Thousand Twenty Four.

BETWEEN

(1) **MR. SETHU SANKARNARAYAN VADAKEMADHOM** (Aadhar No. 573414225146, Pan No. AAHPV7591C) age about 55 years and (2) **MRS. LATA SETHU** (Aadhar No. 698058682727, Pan No. ARXPS6751L) age about 51 years all adults Indian Inhabitants of Mumbai/Thane residing at **Flat No. B/1104, Sagar Garden CHSL, 11th Floor, Opp. Vasant Oscar, L. B. S. Marg, Mulund West, Mumbai 400080** here in after referred to as **"THE SELLERS"** (Which expression unless repugnant to the context or meaning thereof deem and include their heirs administrators, executors and assigns) of the ONE PART.

AND

MR. CHIRAG NITIN MEHTA, (Aadhar No. 640571427844, Pan No. ABVPM7982K) age about 47 years, son of Mr. Nitinkumar Chhotalal Mehta, **Overseas Citizen of India**; and (2) **MRS. KHYATI CHIRAG MEHTA** (Aadhar No. 230626322344, Pan No. AXOPM7017J) age about 44 years, wife of Mr. Chirag Nitin Mehta, **Overseas Citizen of India** presently residing at **Flat No. B/1103, Sagar Garden CHSL, 11th Floor, Opp. Vasant Oscar, L. B. S. Marg, Mulund West, Mumbai 400080** through their **Power Of Attorney** registered on 07/03/2024 vide Document No. KRL4-5013-2024 at Mumbai (Maharashtra) in the name of **MR. NITINKUMAR CHHOTALAL MEHTA** (Aadhar No. 327719359798, Pan No. AFVPM2525C) aged 73 years (Father of **Mr. Chirag Nitin Mehta** and father-in-law of **Mrs. Khyati Chirag Mehta**) presently residing at **Flat No. B/1103, Sagar Garden CHSL, 11th Floor, Plot**

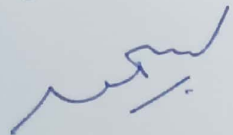






No. 161, Opp. Shopper Stop, L. B. S. Marg, Mulund West, Mumbai 400080
who purchase the Flat in the name of **MR. CHIRAG NITIN MEHTA** alongwith
MRS. KHYATI CHIRAG MEHTA and **MR. NITINKUMAR CHHOTALAL**
MEHTA, herein after referred to as **"THE PURCHASERS"** (Which expression
shall unless repugnant to the context or meaning thereof deem and include
their heirs executors administrator and assigns) of the **OTHER PART**.

WHEREAS :-

- i. That the Sellers are the joint owners and occupiers and well and sufficiently entitled to Flat No. **B/1104**, admeasuring **651.67 Sq. Ft.** carpet area, on the **11th Floor** and Flat with entire furniture and fixtures and Podium Parking Space being **Parking Space No. 33** situated at Basement Podium of the building known as **"SAGAR GARDEN CO-OP. HSG. SOC. LTD."** AT **554, L. B. S. Marg, Mulund (West), Mumbai 400080** lying and situated under Survey No. 161 (Part), 164 (Part) and 96 (Part) bearing C.T.S. No. 554, and 554/1 to 554/9 of Village : Nahur, Taluka Kurla, Within the Registration District and Sub-District of Mumbai City and District Mumbai Suburban within the Limits of "T" Ward of Municipal Corporation of Greater Mumbai. Here in after referred to as **"THE SAID FLAT"**.
- ii. That the Sellers have got issued residential electric connection bearing **Electricity Meter No. 05300091266**, having **Consumer No. 000095177646**, and **Mahanagar Gas** having **C.A No. 210000163171** also the member in the said holding **5 (Five)** fully paid-up shares of face value of Rs. 50/- each bearing distinctive Nos. **0531 to 535 (both inclusive)** represented by **Share Certificates No. 107 dated 18/06/2006** and additional **5 (Five)** fully paid-up shares of face value of Rs. 50/- each bearing distinctive Nos. **1236 to 1240 (both inclusive)** represented by



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Share Certificates No. 248 dated 15/08/2017 (hereinafter called "the said shares")

- iii. That Sellers purchased the said flat from the promoters **M/S. MAGNUM ENTERPRISES** a firm registered under Indian Partnership Act 1932 by Agreement for Sale dated **5th February 2003** duly registered document before sub registrar bearing document No. **VDR7-01003-2003 dated 05/02/2003.**
- iv. The said property was in the occupation and possession of the said Mohamed Husein Habib and 10 others as a partners of M/s. Master & Co. since 1958 as the tenant of one Ratansey Karsandas and others. By a Deed of Conveyance dated 22nd January 1981 registered with the Sub-Registrar of Assurance at Mumbai on 15th July 1981 under the Serial No. S-191 of 1981 made between Ratansey Karsandas and others of the One of Part and the said Mohamed Husein Habib and 10 others as a partners of M/s. Master & Co. of the Other part in consideration therein mentioned the said Ratansey Karsandas and other did by grant, convey, transfer and assure their reversionary rights in the said property situate lying and being Village Nahur, Taluka Kurla, bearing Survey No. 161 (Part), 164 (Part) and 96 (Part) bearing C.T.S. No. 554, and 554/1 to 554/9 admeasuring 17596 sq. yds. equivalent to 14731.40 sq. mtrs. Or thereabouts and more particular described in the first schedule hereunder written (hereinafter said property) UNTO AND TO THE USE of the said Mohamed Husein Habib and 10 others as a partners of M/s. Master & Co.
- v. The specifications elevation and section plans f. development of the said Plot by construction of the said Building thereon have become sanctioned by the Municipal Corporation of Greater Mumbai (hereinafter referred to as the 'MCGM) as per the IOD bearing No CE/4224/BPÉS/AT dated



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26/09/1995 and the Promoters have drawn up the specifications and amenities to be provided to the said Building, The said IOD as been sanctioned with deficiency in open spaces and segregating distances. The Commencement Certificate bearing No. CE/4224/BPÉS/AT dated 21/10/1995 for commencing the Construction of the Building have been granted by the MCGM.

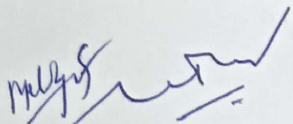
- vi. The Purchasers demanded from the Promoters and the Promoters have given to the Purchasers, the inspection of all the documents of title relating to the said Plot the plans designs and specification, and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction Sale Management and Transfer) Act 1963. (hereinafter referred to as the Act') and the rules made there under. The Purchaser has perused the same and has entered into this agreement knowing fully well' and understanding the contents and the implications thereof.
- vii. Prior to the execution hereof, the Purchasers have satisfied themselves about the title of the Promoters to develop the said Plot and shall not make any further investigation of title to the said Plot and no requisition or objection shall be raised on any mater relating thereto and that the Purchaser hereby accepts the title of the Promoters to the said Plot.
- viii. The building elevation section plans and the specifications and details of the said Building have been approved by the concerned local authority on the terms conditions stipulations and restrictions mentioned in the documents approving the same.
 - a. The Purchaser applied to the Promoters for allotment of a residential Flat No. B/1104, admeasuring 651.67 Sq. Ft. carpet area on the 11th Floor and Flat with entire furniture and fixtures and

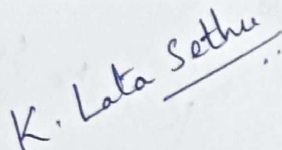
Podium Parking Space being Parking Space No. 33 situated at Basement Podium of the building known as "SAGAR GARDEN CO-OP. HSG. SOC. LTD." AT 554, L. B. S. Marg, Mulund (West), Mumbai 400080 lying and situated under Survey No. 161 (Part), 164 (Part) and 96 (Part) bearing C.T.S. No. 554, and 554/1 to 554/9 of Village: Nahur, Taluka Kurla, Within the Registration District and Sub-District of Mumbai City and District Mumbai Suburban within the Limits of "T" Ward of Municipal Corporation of Greater Mumbai. Here in after referred to as "THE SAID FLAT" shown on the plan thereof annexed hereto as Annexure '5' and more particularly described in the Second Schedule hereunder written (hereinafter referred to as the Premises').

- b. In the foregoing Agreement the term 'Premises' shall include the residential flats, tenements, premises. Open, podium, stilt car parking spaces terraces or 2nv other premises hereby agreed to be said. The Purchaser shall include purchasers of residential, flat, tenements, premises, open, podium, stilt parking spaces terraces- purchasers of any other tenements hereby agreed to be sold and it shall also include the plural and the feminine gender of the "Purchasers'.

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

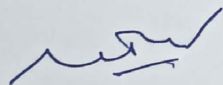
1. That the Sellers have sold and purchasers have purchase the said Flat No. B/1104, admeasuring 651.67 Sq. Ft. carpet area, on the 11th Floor and Flat with entire furniture and fixtures and Podium Parking Space being Parking Space No. 33 situated at Basement Podium of the building known as "SAGAR GARDEN CO-OP. HSG. SOC. LTD." AT 554, L. B. S. Marg,




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Mulund (West), Mumbai 400080 lying and situated under Survey No. 161 (Part), 164 (Part) and 96 (Part) bearing C.T.S. No. 554, and 554/1 to 554/9 of Village : Nahur, Taluka Kurla, Within the Registration District and Sub-District of Mumbai City and District Mumbai Suburban within the Limits of "T" Ward of Municipal Corporation of Greater Mumbai. Here in after referred to as "THE SAID FLAT", more particularly described in the schedule here under for total consideration **Rs. 2,25,00,000/- (Rupees Two Crores Twenty Five Lakhs Only).**

2. That the Sellers have the ownership rights of the said flat in their joint names.
3. That the Sellers have an absolute ownership rights upon the said flat.
4. The Sellers hereby convent that their title in respect of the said room is marketable free from all defects and doubts and free from all encumbrances.
5. The Sellers hereby further convent that he has not transfer or agreed to transfer, or created any third party interest in the said room to any third person or persons.
6. The Sellers shall execute proper document in favor of the purchasers after all formalities are completed at the cost and stamp duty of the purchasers.
7. The Sellers are not prohibited and or restricted from selling and/or disposing off the said property by any means whatsoever and that they have fill and absolute right to deal with the same in such manner as he may deem fit and proper.
8. That 1% TDS OF THE Agreement Value to be deducted by Purchasers and 26QB form to be given to vendor within 7 days of Registration of Agreement for sale.



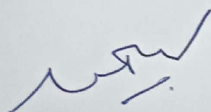
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9. The purchasers shall be entitled to deal with dispose off and or part with possession of the said room to any third person or persons in any manner whatsoever with or without consideration.
10. The purchasers shall be entitled to use all the amenities including electric connection, water connection, W.C. and also shall be entitled to use all the paths, passages for the ingress and egress to and from the said room.
11. The Sellers shall pay all taxes prior to this date and the purchasers shall be liable to pay the taxes hereafter.
12. Save and except the usual Municipal Taxes, Revenue Taxes and other cases no other amount is liable to be paid to any other authority in respect of the said property.
13. This agreement shall always be subjected to the provisions of the Maharashtra Apartment Ownership Act (Maharashtra Act XV of 1971) and the rule made there under or any amendment statutory modification or enhancement thereof for time being enforce.

SCHEDULE

Flat No. B/1104, admeasuring 651.67 Sq. Ft. carpet area on the 11th Floor and Flat with entire furniture and fixtures known as "SAGAR GARDEN CO-OP. HSG. SOC. LTD." AT 554, L. B. S. Marg, Mulund (West), Mumbai 400080 lying and situated under Survey No. 161 (Part), 164 (Part) and 96 (Part) bearing C.T.S. No. 554, and 554/1 to 554/9 of Village : Nahur, Taluka Kurla, w ithin the Registration District and Sub-District of Mumbai City and District Mumbai Suburban within the Limits of "T" Ward of Municipal Corporation of Greater Mumbai.





K. Lata Sethu

IN WITNESS WHERE OF the parties hereto have hereunto set and subscribed their respective hand and seal on the day and year as mentioned herein above.

SIGNED SEALED AND DELIVERED

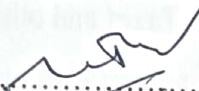
by the Within named "THE SELLERS"

MR. SETHU SANKARNARAYAN

VADAKEMADHOM &

MRS. LATA SETHU

In the presence of

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2 K. Lata Sethu

SIGNED SEALED AND DELIVERED

by the Within named "THE PURCHASERS"

Through POA Holder of

MR. CHIRAG NITIN MEHTA &

MRS. KHYATI CHIRAG MEHTA TO

MR. NITINKUMAR CHHOTALAL MEHTA

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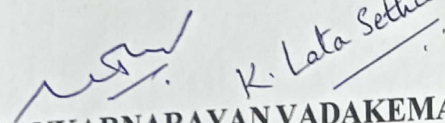
RECEIPT

Received on ___/03/2024 from MR. CHIRAG N. MEHTA & MRS. KHYATI C. MEHTA-POA TO MR. NITINKUMAR C. MEHTA, a sum of Rs. 2,25,00,000/- (Rupees (Rupees Two Crores Twenty Five Lakhs Only) Only) by as Token amount by Cheque towards sell of Flat No. B/1104 admeasuring 651.67 Sq. Ft. carpet area, on the 11th Floor and Flat with entire furniture and fixtures, in society the "SAGAR GARDEN Co-Operative Housing Society Ltd.", 554, L. B. S. Marg, Mulund (West), Mumbai 400080.

Amount(Rs)	Cheque No.	Date	Bank Name
Rs. 11,000	000021	16/02/24	HDFC Bank.
Rs.			
Rs.			
Rs.			
Rs.			
Rs.	TDS CHARGES WILL BE PAY BY PURCHASERS (1% ON AGREEMENT VALUE)		

WE SAY RECEIVED

Rs. 2,25,00,000/-


MR. SETHU SANKARNARAYAN VADAKEMADHOM &

MRS. LATA SETHU
(SELLERS)

WITNESSES :-

1.

2.

