

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai this ____ day of April, 2024 by and between the parties MR. PRADEEP K. SHAH, adult, Indian Inhabitant, aged about 56 years, PAN – AAEPS6067M, residing at 389, Palai Ratan, Shankar Matham Road, Matunga, Mumbai 400 019, (which expression shall means and include his heirs, executors, administrators and assigns) hereinafter called the party of the first part as a VENDOR/TRANSFEROR.

AND

M/S. VORA CREATION (PAN - AATFV4702B) through its Partners (1) MR. BHAVIN HARSHAD VORA, adult, Indian Inhabitant, aged about 37 years, PAN – AHLPV5021C, residing at 3/109, Ravji Sojpal Building, S. K. Bole Road, Portuguese Church, Dadar (West), Mumbai 400 028, (2) MR. PRIYANK NITIN VORA, adult, Indian Inhabitant, aged about 29 years, PAN – ARJPV3352J, residing at Swadeshi Mill Road, Hill Road, Water Pump In, 39, Chhaganlal Chatrabhuj Building, Ward No.10, Sion, Chunabhatti, Mumbai 400 022, (which expression shall means and include their heirs, executors, administrators, and assignees) hereinafter called the party of the second part as a TRANSFEREES / PURCHASERS.

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PURCHASERS

VENDOR

WHEREAS the VENDOR/TRANSFEROR is in exclusive use and occupation and lawful possession and lawful owner and lawful member in respect of the premises bearing Unit No.BS-1 & 2, on Basement Floor, in the building known as "ATLANTIC PLAZA" in the society known as "COSMOS ATLANTIC PLAZA PREMISES CO-OPERATIVE SOCIETY LTD." Registration No.MUM/S.R.A./H.S.G./(T.C.)/11931/2011 DT. 11-08-2011 situated at Bhavani Shankar Road, Garage Galli, Dadar (West), Mumbai 400 028, constructed, lying, being and situated on the plot of land bearing Cadastral Survey No.1/1309/1320 of Lower Parel Division, bearing Final Plot No.569(B/1), T.P.S. - IV of Division Mahim, Mumbai City, adm. about 38.81 sq.mtrs. Built up area (hereinafter referred to as the said Premises).

AND WHEREAS pursuant to an Agreement for Sale dated 23rd day of October, 2013 made and entered between M/S. CHAITANYA DEVELOPERS, a registered Partnership Firm duly registered under the provisions of Indian Partnership Act, 1932 having its Registered Office at Cynthiandra, 3rd Floor, Gokhale Road (N), Dadar, Mumbai 400 028, therein referred to as the "Sellers" of the One Part and MR. PRADEEP K. SHAH, therein referred to as the "Purchaser" of the Other Part; therein the Sellers agreed to sale to the Purchaser; therein the Unit No.BS-1 & 2, on Basement Floor, in the building known as "ATLANTIC PLAZA" in the society known as "COSMOS ATLANTIC PLAZA PREMISES CO-OPERATIVE SOCIETY LTD." Registration No.MUM/S.R.A./H.S.G./(T.C.)/11931/2011 DT. 11-08-2011 situated at Bhavani Shankar Road, Garage Galli, Dadar (West), Mumbai 400 028, together with all rights, title, interest, benefits and on the terms, conditions and for the consideration mentioned therein and the said Agreement for Sale have been duly registered under Serial No.BBE-5-4658-2013 dated 23/10/2013.

AND WHEREAS "COSMOS ATLANTIC PLAZA PREMISES CO-OPERATIVE SOCIETY LTD." have issued Share Certificate in respect of the said premises bearing Share Certificate No.____ and allotted Ten shares distinctive Nos. from ____ to ____ (both inclusive).

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PURCHASERS

VENDOR

AND WHEREAS the VENDOR became lawful owner in respect of the said Premises bearing Unit No.BS-1 & 2, on Basement Floor, in the building known as "ATLANTIC PLAZA" in the society known as "COSMOS ATLANTIC PLAZA PREMISES CO-OPERATIVE SOCIETY LTD." Registration No.MUM/S.R.A./H.S.G./(T.C.)/11931/2011 DT. 11-08-2011 situated at Bhavani Shankar Road, Garage Galli, Dadar (West), Mumbai 400 028, constructed, lying, being and situated on the plot of land bearing Cadastral Survey No.1/1309/1320 of Lower Parel Division, bearing Final Plot No.569(B/1), T.P.S. - IV of Division Mahim, Mumbai City, adm. about 38.81 sq.mtrs. Built up area.

AND WHEREAS the PURCHASERS/TRANSFEREES have agreed to purchase and acquire all rights, title and interest of the said Premises, and as incidental to the sale thereof the right to use, enjoy and occupy the said Premises.

AND WHEREAS the VENDOR is thus fully possessed and seized of on what is known as OWNERSHIP BASIS of the said Premises.

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

1. The VENDOR / TRANSFEROR (subject to receipt of full consideration mentioned in this Agreement) hereby agrees to sell, transfer the said premises to the PURCHASERS / TRANSFEREES and the PURCHASERS / TRANSFEREES have purchased and acquired the said Premises situated at Unit No.BS-1 & 2, on Basement Floor, in the building known as "ATLANTIC PLAZA" in the society known as "COSMOS ATLANTIC PLAZA PREMISES CO-OPERATIVE SOCIETY LTD." Registration No.MUM/S.R.A./H.S.G./(T.C.)/11931/2011 DT. 11-08-2011 situated at Bhavani Shankar Road, Garage Galli, Dadar (West), Mumbai 400 028, constructed, lying, being and situated on the plot of land bearing Cadastral Survey No.1/1309/1320 of Lower Parel Division, bearing Final Plot No.569(B/1), T.P.S. - IV of Division Mahim, Mumbai City, adm. about 38.81 sq.mtrs. Built up area for the total consideration of Rs.95,50,000/- (Rupees Ninety Five Lakhs Fifty Thousand Only) (inclusive of TDS @ 1.00% of the price and consideration i.e. Rs.95,500/-).

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PURCHASERS

VENDOR

2. That the PURCHASERS / TRANSFEREES have paid a sum of Rs._____/-(Rupees _____ Only) as a part consideration to the party of the first part and the party of the first part have acknowledges the receipt of the said amount and admits that he have received the aforesaid amount as a part consideration on the day of execution of this agreement.

3. That the PURCHASERS/TRANSFEREES shall pay a sum of Rs._____/-(Rupees _____ Only) to the VENDOR/TRANSFEROR within _____ days from the registration of this Agreement for Sale.

4. The PURCHASERS shall deduct 1.00% of the consideration amount i.e. Rs.95,500/-from the consideration as TDS under section 194IA of Income Tax Act. 1961 and shall deposit with Income Tax Authorities on behalf of the VENDOR on or before Possession and handover the Certificate of payment to the VENDOR.

5. That the party of the first part shall hand over the peaceful possession of the said premises to the PURCHASERS/TRANSFEREES after payment and realization of full and final consideration along with TDS Certificate and shall hand over the possession of the said premises along with all original Agreements and documents pertaining to the said Premises.

6. The VENDOR / TRANSFEROR declares and the PURCHASERS/TRANSFEREES has verify and confirm, that he is absolute owner of the said Premises and no other person or persons has or have any right, title, and interest, claim or demand of any nature whatsoever into or upon the said Premises either by way of sale, trust, inheritance, leave and licence, easement or otherwise any tax liabilities in respect of the said Premises and is free from all encumbrances claims, liens, attachment either before or after judgement and that there is no any advance claim from any person or any local authorities and that there is no defect in title and that he is entitled to sell, transfer and assign the said Premises.

7. Prior to the execution hereof the PURCHASERS/TRANSFEREES has physically verified admeasured surveyed and inspected the said Premises and has fully satisfied themselves as regards the nature condition extent and area thereof.

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PURCHASERS

VENDOR

8. The PURCHASERS/TRANSFEREES and their legal advisors have perused all the documents and title deeds relating to the said Premises and made all requisite inquiries and investigations regard the VENDOR / TRANSFEROR's title to the said Premises. The PURCHASERS/TRANSFEREES has duly and fully investigated the title of the VENDOR/TRANSFEROR for the said Premises. The PURCHASERS/TRANSFEREES has fully satisfied themselves and accepted the VENDOR/ TRANSFEROR's title to the said Premises without any reservation of whatsoever.

9. The VENDOR / TRANSFEROR agrees to indemnify and keep indemnified the PURCHASERS / TRANSFEREES against any actions, costs, charges and expenses that may be made, suffered incurred or instituted against the Purchases and/or any one of claiming through them on account of and/or for the breach of any of the representations made in these presents, which is initiated prior to the execution of these presents.

10. The VENDOR/TRANSFEROR besides the execution of this presents shall, at the entire cost and consequences of the PURCHASERS / TRANSFEREES, sign and execute such other documents as may be required to enable the Society to transfer the said Premises along with the said Share Certificate in the name of PURCHASERS/ TRANSFEREES and for that purpose the VENDOR/TRANSFEROR shall at the cost and consequences of the PURCHASERS / TRANSFEREES and without creating any monetary liability on the VENDOR/TRANSFEROR, do all the necessary acts, deeds, things in the manner so required and shall also resign from the membership of the said Society in favour of the PURCHASERS/ TRANSFEREES with reference to this Agreement.

11. On the PURCHASERS/TRANSFEREES being admitted a members of the said Society, hereby agrees to pay all the charges payable by way of Maintenance, Municipal Taxes and other dues/outgoings related to the said Premises from the date of taking over the possession of the said Premises and the PURCHASERS/TRANSFEREES shall abide by the Rules and Regulations and bye-laws of the said society.

12. The VENDOR / TRANSFEROR declare that he shall pay all the out-standings in respect of the said Premises including all taxes, levies, assessment, maintenance including other charges, up to the date of handing over peaceful and vacant possession of the said Premises to the PURCHASERS/ TRANSFEREES and if any amount found due and payable, he will bear and pay the same forthwith.

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PURCHASERS

VENDOR

13. The PURCHASERS/ TRANSFEREES, their heirs, executors and administrators and/or assigns shall and will at all times hereinafter peacefully and quietly possess, occupy and enjoy the said Premises without any interruption, claim or demand whatsoever from the VENDOR/TRANSFEROR or from or by any person or persons lawfully or equitably claiming from, under or in trust for the VENDOR/TRANSFEROR.

14. The VENDOR / TRANSFEROR on receiving full and final consideration along with TDS Certificate, he will immediately hand over peaceful possession of the said Premises along with the all original documents pertaining to the said Premises to the PURCHASERS / TRANSFEREES.

15. All the amounts standing to the credit of the VENDOR/TRANSFEROR on this in the books of the Society towards deposits such as Authorized Share Capital Subscribed Share Capital, Loans, Security Deposits, Sinking fund with interest, dividend on subscribed capital, and other amounts to which VENDOR/TRANSFEROR is legitimately authorized in respect of VENDOR/TRANSFEROR being Member of the Society, shall be transferred to the PURCHASERS/TRANSFEREES for the said Premises as mentioned above on making full payment.

16. The VENDOR / TRANSFEROR further declares that on receiving full and final payments, the VENDOR and VENDOR' legal heirs, executors, administrators shall not have any right, title, or interest of any nature whatsoever either directly or indirectly in the said Premises or in any part or portion thereof and the PURCHASERS / TRANSFEREES shall be exclusive owners of the said Premises.

17. That the VENDOR / TRANSFEROR agrees and undertakes that the VENDOR/TRANSFEROR will pay all the outgoings, Municipal taxes and any other taxes pertaining to the Premises till the handing over the possession of the said Premises to the PURCHASERS/TRANSFEREES.

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PURCHASERS

VENDOR

18. Parties hereto agree and assure each other to produce the Registration of this deeds whenever such registration be legally required and necessary or convenient for the said purpose and to execute all documents and do all acts, which may be necessary to give effect to this deed according to law applicable to the premises and to appear before the Sub-Registrar concerned and to present the documents for registration, to admit and execution thereof and to receive acknowledgement for such documents. That the party of the first part will remain present before the registrar of documents to register the same and to admit the execution of the sale agreement, in favour of the party of the second part.

19. That the VENDOR have No Objection for transferring the electricity meter and/or Share Certificate and/or maintenance receipt and/or sinking fund, in the name of the TRANSFEREES / PURCHASERS in respect of the abovementioned Premises.

20. That the said Premises Premises/shares are not affected by any lispendens or insolvency proceedings or any prohibitory orders from the Income Tax Department or any other Authority restraining the TRANSFEROR from dealing with or disposing of or parting with possession of the said Premises/shares or any part thereof.

21. That the VENDOR here in above will obtain No Objection certificate from the said Co-operative Society Ltd., for transferring the said Premises in the name of the PURCHASERS and the PURCHASERS here in above will be the direct members of COSMOS ATLANTIC PLAZA PREMISES CO-OPERATIVE SOCIETY LTD., and the Society will insert the name of the Present PURCHASERS directly in the share certificate as well as said Co-op. Society records in respect of the said Premises.

22. It is hereby agreed by and between the parties that the Stamp duty and registration charges will have to be paid by the party of the second part only. The Society transfer charges will be paid by both the parties equally.

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PURCHASERS

VENDOR

23. This Agreement has been executed in Mumbai. The property is situated at Mumbai and the payments are made in Mumbai. Hence it is subject to jurisdiction of Mumbai Courts of Law.

SCHEDULE OF THE PROPERTY :-

Unit No.BS-1 & 2, on Basement Floor, in the building known as "ATLANTIC PLAZA" in the society known as "COSMOS ATLANTIC PLAZA PREMISES CO-OPERATIVE SOCIETY LTD." Registration No.MUM/S.R.A./H.S.G./(T.C.)/11931/2011 DT. 11-08-2011 situated at Bhavani Shankar Road, Garage Galli, Dadar (West), Mumbai 400 028, constructed, lying, being and situated on the plot of land bearing Cadastral Survey No.1/1309/1320 of Lower Parel Division, bearing Final Plot No.569(B/1), T.P.S. - IV of Division Mahim, Mumbai City, adm. about 38.81 sq.mtrs. Built up area.

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PURCHASERS

VENDOR

IN THE WITNESS WHEREOF both the parties hereto hereunto have set and subscribed their respective hands the day and year herein above written.

SIGNED SEALED AND DELIVERED BY. }

The withinnamed the VENDOR/TRANSFEROR. }

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MR. PRADEEP K. SHAH }

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in the presence of }

SIGNED SEALED AND DELIVERED BY }

The withinnamed PURCHASERS/TRANSFEREES }

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M/S. VORA CREATION }

through its Partners }

(1) MR. BHAVIN HARSHAD VORA, }

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(2) MR. PRIYANK NITIN VORA }

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In the presence of }

RECEIPT

RECEIVED of and from the within named PURCHASERS M/S. VORA CREATION through its Partners (1) MR. BHAVIN HARSHAD VORA, (2) MR. PRIYANK NITIN VORA, a sum of Rs. _____/- (Rupees _____ Only) as a part payment, payable by the PURCHASERS to VENDOR for the sale and transfer of the said Unit No.BS-1 & 2, on Basement Floor, in the building known as "ATLANTIC PLAZA" in the society known as "COSMOS ATLANTIC PLAZA PREMISES CO-OPERATIVE SOCIETY LTD." Registration No.MUM/S.R.A./H.S.G./(T.C.)/11931/2011 DT. 11-08-2011 situated at Bhavani Shankar Road, Garage Galli, Dadar (West), Mumbai 400 028, in following manner:

Sr. No.	NEFT No.	Date	Bank	Amount
			TOTAL AMOUNT	_____/-

I SAY RECEIVED

MR. PRADEEP K. SHAH,
(VENDOR)

WITNESSES.

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- 2.