

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made and entered into at Mumbai, on this \_\_\_\_ day of \_\_\_\_\_, in the Year **Two Thousand Twenty Four (2024)**;

**BY AND BETWEEN**

**AVG REALTORS PRIVATE LIMITED**

[Having CIN No.U34300DL2006PTC156733

& PAN No.AAGCA2020D], A Private Limited

Company, incorporated under the

provisions of the Companies Act, 1956,

having its registered office at A-23, New

Office Complex, 2<sup>nd</sup> Floor, Defense Colony,

New Delhi - 110024, through its Director

**Shri. Mayur Gupta** (*duly authorized by*

*Board Resolution by its Directors*),

hereinafter called as “**the Transferor/**

**Vendor**” (*which expression shall unless it be*

*repugnant to the context or the meaning*

*thereof shall mean and include its*

*successors and assigns*) of the **ONE PART**;

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**AND**

(1) **Mr. Rakesh B. Jain** [Having PAN No. ADEPJ0778P], having address at 701/702, A wing, Highland Park, Lokhandwala Complex, Andheri West, Mumbai – 400053 hereinafter called as “**the Transferee / Purchaser No. 1**”

(2) **Mrs. Manju R. Jain** [Having PAN No. AAEPJ9613N], having address at 701/702, A wing, Highland Park, Lokhandwala Complex, Andheri West, Mumbai – 400053 hereinafter called as “**the Transferee / Purchaser No. 2**”

Hereinafter collectively called as “**the Transferees/ Purchasers**” *(which expression shall unless it be repugnant to the context or the meaning thereof shall mean and include his/her/their respective heirs,*

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*executors and Administrators*) of the **OTHER PART**;

**WHEREAS:-**

A. The Transferor herein i.e. **AVG REALTORS PVT. LTD.** is the owner of and sufficiently, seized, possessed and entitled to a Residential Premises being **Flat No.1804** on the **18<sup>th</sup> Floor** in **Wing “B”** of the building known as **“PARTHENON”** of an area admeasuring 3190 sq. ft. carpet area (*inclusive of balconies of 574 sq. ft. carpet area*), but excluding of areas covered by the internal partition walls, external walls and area under service Shafts (i.e. 3378 sq. ft. carpet area inclusive of area covered by internal partition walls as per the definition of Carpet area under RERA) (**“said Flat”**) along with allotment of 3 (Three) Car Parking Spaces [being Car Parking Space Nos.75 & 76,

respectively, in the Basement – 3 and Car Parking Space No.45 in the Basement – 2] (“**said Car Parking’s**”), situated on all that piece or parcel of land and situate lying and being at Village Ambivali, Versova Area, Taluka Andheri, Bombay Suburban District bearing Survey Nos. 111 – A, B & C and CTS No.866/B-2 admeasuring 4,015.06 sq. mts. or thereabouts or otherwise situated at Village Ambivali, J. P. Road, Andheri (West), Taluka Andheri in the Registration District and Suburban District of Mumbai Suburban and more particularly described in the Schedule hereunder written and assessed by the Brihanmumbai Mahanagarपालिका (Assessment & Collection Department) under SAC No.KW1712973040096.

**ROOT TITLE / REPRESENTATIONS OF  
THE TRANSFEROR TO THE SAID  
PREMISES:**

B. That one namely **Ecstasy Realty Pvt. Ltd.** was seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcels of land bearing Survey Nos.111 – A, B & C and CTS No.866/B-2 or otherwise situated at Village Ambivali, J. P. Road, Andheri (West), Taluka Andheri in the Registration District and Suburban District of Mumbai Suburban and bounded as under:-

On or towards the North :  
By Plot bearing CTS  
No.866/A (Part)  
belonging to MMRDA;

On or towards the South :  
By Jai Prakash Road;

On or towards the East :

By Plot bearing CTS No.866/B-1 belonging to HDIL and beyond that by plot bearing CTS No.866/A (part) to MMRDA, and beyond that partly by Municipal Pumping Station, Survey Nos.133 and 140 and partly by a Nallah, and thereafter by Link Road;

On or towards the West :

By Plot bearing CTS No.866/A (part) belonging to MMRDA and thereafter by Survey No.111D i.e. partly by Neel Gagan Building and partly by a vacant plot;

**(“said Property”)**

C. The said Ecstasy Realty Pvt. Ltd. was entitled to develop the Property by constructing residential buildings and/or commercial buildings and other

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structures thereon as permitted by law in accordance with plans sanctioned by the Municipal Corporation of Greater Mumbai as a Scheme of Development of the Property.

- D. As a part of the Scheme of Development of the said Property, Ecstasy Realty Pvt. Ltd. has developed a residential complex consisting of two Wings with basements, stilts, podium and 31 permissible upper floors along with amenities such as swimming pool, gym, banquet hall, library, conference rooms, steam and massage rooms etc. on a part of the Property known as **“PARTHENON”** (hereinafter referred to as **“the Building”**) i.e. ALL THAT piece or parcel of land situate lying and being at Village Ambivali, Versova Area, Taluka Andheri, Bombay Suburban District bearing Survey Nos. 111 – A, B & C and CTS No.866/B-2 admeasuring 4,015.06 sq.
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mts. or thereabouts and bounded as follows:

On or towards the North :

By plot bearing CTS  
No.866/A (part)  
belonging to MMRDA.

On or towards the South :

By Plot bearing CTS  
No. 866/B-2 (part) and  
beyond that Jai  
Prakash Road

On or towards the East :

By plot bearing CTS  
No.866/B-1 belonging  
to HDIL and beyond  
that by plot bearing  
CTS No.866/A (part) to  
MMRDA, and beyond  
that partly by  
Municipal Pumping  
Station, Survey Nos.  
133 and 140 and  
partly by a Nallah, and  
thereafter by Link  
Road.

On or towards the West :

By plot bearing CTS  
No.866/A (part)

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belonging to MMRDA, and thereafter by Survey No. 111D, i.e. partly by Neel Gagan Building and partly by a vacant plot.

**(“said Smaller Property”)**

E. That by an Agreement dated 13<sup>th</sup> May, 2011, executed by and between **(i) Ecstasy Realty Pvt. Ltd.**, therein as “said Owner/ Developer” (the Party of the One Part) and **(ii) AVG Realtors Pvt. Ltd.**, therein as “said Purchaser” (the Party of the Other Part); aforesaid Owner / Developer agreed to sell and “**AVG Realtors Pvt. Ltd.** (“the Vendor herein”) agreed to purchase **Flat No.1804** on the 18<sup>th</sup> floor in wing “B” of the building known as “**Parthenon**” of an area admeasuring 2997 sq. ft. carpet area (*inclusive of balconies*) (“**said Flat**”) along with allotment of 3 (Three) Basement Car Parking Spaces (“**said Car Parking**”

**Space's**") situated on the said Smaller Property, with all rights, title, interests, benefits etc. and on the terms and conditions and at the Consideration amount mentioned therein and the aforesaid Agreement came to be duly stamped and registered before the Sub-Registrar of Assurance bearing Registration No.BDR4-04476-2011 dated 13<sup>th</sup> May, 2011 (hereinafter referred to as "**the Agreement**");

- F. That in pursuance to the aforesaid Agreement, AVG Realtors Pvt. Ltd. have paid full purchase / consideration price to the Owner/ Developer in respect of the said Flat and that the said original Agreement is neither cancelled nor stamp duty paid thereon is claimed for refund. The Vendor confirms that the said Original Agreement is valid, subsisting and in full force and effect;

G. That further on account of the changes in planning whereby a Supplemental Agreement dated 24<sup>th</sup> May, 2024 (*in furtherance and continuation of the aforesaid Agreement dated 13<sup>th</sup> May, 2011*) came to be executed by and between (i) Ecstasy Realty Pvt. Ltd., therein as “said Owner/ Developer” (the Party of the One Part) and (ii) AVG Realtors Pvt. Ltd., therein as “said Purchaser” (the Party of the Other Part); whereby the aforesaid **AVG Realtors Pvt. Ltd.** purchased from the said Owner / Developer, an additional area of 193 sq. ft. (RERA Carpet area inclusive of Balconies) and forming part of the said Flat i.e. Flat No.1804 on the 18th floor in wing “B” of the building known as “PARTHENON” (hereinafter referred to as “***the said additional area***”) situated on the said Smaller Property and the said

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Supplemental Agreement came to be duly stamped and registered before the Sub-Registrar of Assurance bearing Registration No.BDR15-9019-2024 dated 24<sup>th</sup> May, 2024 (hereinafter referred to as ***“the Supplemental Agreement”***);

That ***“the said flat”***, ***“the said Car Parking’s”*** and ***“the said additional area”*** shall be collectively hereinafter referred to as ***“the said Premises”***. That the ***“said Agreement”*** and the ***“said Supplemental Agreement”*** shall be collectively hereinafter referred to as ***“said Agreements”***.

H. That in pursuance to the aforesaid Supplemental; Agreement, AVG Realtors Pvt. Ltd. have also paid full additional purchase / consideration price to the Owner/ Developer in respect of the said

Additional area and that the said original supplemental Agreement is neither cancelled nor stamp duty paid thereon is claimed for refund. The Transferor confirms that the said Original Supplemental Agreement is valid, subsisting and in full force and effect;

- I. That by virtue of the above purchase “The Transferor” became the real, absolute and exclusive owners of the said premises and they have paid full purchase price to the said Owner/ Developer in respect of the Premises and further by Possession letter dated \_\_\_\_\_, the Owner/ Developer has handed over vacant and peaceful possession of the said Premises to the Transferor hereto and further by Allotment letters dated \_\_\_\_\_ have been allotted Car Parking Space Nos. 75 & 76 respectively in the Basement – 3 and Car Parking Space No.

45 in the Basement – 2 in view of the allotment of 3 (Three) Car Parking Spaces as more particularly mentioned in the said Agreement and hereto annexed as **“Annexure - \_\_\_”** is the copy of the Allotment letters;

J. “The Transferor” has from time to time and at all time since after entering into the said Agreements observed the terms and conditions of the Original said Agreements, and they themselves have good right, full power and absolute authority to sell and dispose of the said Premises;

K. The said Transferor considered request made by the Transferees favorably and they have truly, faithfully and honestly disclosed all the facts to “The Transferees” without suppressing or misrepresentations of any facts from

“The Transferees” and their rights in respect of the said premises and the Original said Agreements is absolutely clear and marketable and free from all encumbrances and reasonable doubts. “The Transferor” have not created any right, title, interest and/or claims in favour of any third party whatsoever in respect of the said premises, which can affect the rights of the Transferee’s and they have not received or agreed to receive any consideration from any third party whatsoever either in cash or in kind;

L. .

That further Public Notices dated 6<sup>th</sup> June, 2024 on behalf of the Transferees in the Local Newspaper (i) Freepress Journal; and (ii) Navshakti, respectively, inviting claims in respect

of the said premises within such time as mentioned thereto and further a No-Claim Certificate \_\_\_\_\_ shall be issued issued for the Public Notices by the counsel of purchaser after expiry of the notice period

M. That further the Society/ Company/ Association in terms of the said Agreement has not been formed and the further the affairs and charge of said Building is till date with the Owners / Developers, who have by their letter dated \_\_\_\_\_ issued their No-objection for the present Transaction hereto between the parties and the same is annexed hereto as “**Annexure - \_\_**”;

N. That further by a Board of Meeting of the Transferor i.e. **AVG Realtors Pvt. Ltd.** dated 11.06.2024, the Board of Directors of the Transferor’s have resolved & agreed in unequivocal term for the sale



of he said premises, subject to the terms and conditions as mentioned hereto and further have also resolved to appoint Mr Suresh Chand Jain and or Mr Sher Singh\_\_\_\_\_ to perform all necessary acts thereto including signing, execution and registration of the presents and ancillary acts/ documents thereto & copy of the same is annexed hereto as "**Annexure - \_\_\_\_\_**".

- O. That the parties hereto have now agreed to execute this presents upon the strength of the aforesaid representations made by the Transferor to the Transferees and the Transferees believing the same to be true, correct, honest and bonafide accepted the same and the parties entered an oral negotiation and pursuant to the negotiations, the Transferor herein has agreed to sell to the Transferees and the Transferees have agreed to purchase and
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acquire from the Transferor the said Premises, as more particularly set out in the Schedule hereunder written, with all rights, title, interest, benefit and with clear and marketable title, free from all encumbrances, at or for the lumpsum price and consideration of **Rs.17,50,00,000/- (Rupees Seventeen Crores and Fifty Lakhs Only)** and on the terms and conditions mutually agreed by and between the parties and more particularly recorded hereinafter;

- P. The transferees have agreed to purchase and acquire from the Transferors the said premises and the said premises shall be owned by the Transferees in the following ratio:

Transferee No. 1

Mr. Rakesh B. Jain - 90%

Transferee No. 2

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Mrs. Manju R. Jain - 10%

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

1. The parties hereto agree and confirm that the recitals appearing hereinabove form an integral part of this Agreement, as if the same are set out in the body of the Agreement and all the parties hereto deem to have recorded, repeated and confirmed the recitals hereinabove. The parties hereby confirm the correctness of all the statements and declarations contained in the foregoing recitals hereto consciously believing the same to be true and knowing full well

that relying upon the said, statements to be true and correct, they have entered into this Agreement more particularly set out herein.

2. "THE TRANSFEROR" has agreed to sell, transfer and assign to "THE TRANSFEREES" and "THE TRANSFEREES" have agreed to purchase and acquire the said Residential Premises being **Flat No.1804** on the **18<sup>th</sup> Floor** in **Wing "B"** of the building known as "**PARTHENON**" of an area admeasuring 3190 sq. ft. carpet area (*inclusive of balconies of 574 sq. ft. carpet area*), but excluding of areas covered by the internal partition walls, external walls and area under service Shafts (i.e. 3378 sq. ft. carpet area inclusive of area covered by internal partition walls as per the definition of Carpet area under

RERA) along with allotment of 3 (Three) Car Parking Spaces [being Car Parking Space Nos. 75 & 76 respectively in the Basement – 3 and Car Parking Space No. 45 in the Basement – 2] (“**said Premises**”), situated on all that piece or parcel of land and situate lying and being at Village Ambivali, Versova Area, Taluka Andheri, Bombay Suburban District bearing Survey Nos. 111 – A, B & C and CTS No.866/B-2 admeasuring 4,015.06 sq. mts. or thereabouts or otherwise situated at Village Ambivali, J. P. Road, Andheri (West), Taluka Andheri in the Registration District and Suburban District of Mumbai Suburban and assessed by the Brihanmumbai Mahanagarपालिका (Assessment & Collection Department) under SAC No.KW1712973040096 and more particularly described in the Schedule hereunder written (“**said**

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**Property**”) and all their right, title, claim and interest in the said premises and more particularly described in the Schedule hereunder written and all the beneficial rights, title, interest and claim therein and thereto of the Transferors, including in the deposits, if any, lying with the Society/ concerned authority in the name of the Transferors and all other and incidental rights and entitlement of the Transferors in the said premises, shall be **Rs.17,50,00,000/- (Rupees Seventeen Crores and Fifty Lakhs Only)**

3. The aforesaid consideration amount of **Rs.17,50,00,000** **/- (Rupees Seventeen Crore Fifty Lakh** **Only)** is payable in the following:-

- (i) **Rs. 51,00,000 /- (Rupees  
Fifty One Lakh Only)**

paid by the Transferees to the Transferor before the execution of these presents (the payment and receipt whereof the Transferor herein doth hereby admits, acknowledges and confirms and of and from the same and every part thereof doth hereby acquits, releases and discharges the Transferees forever);

- (ii) **Rs.1,24,00,000 /- (Rupees  
One Twenty Four  
Lakhs Only)** shall be

paid by the Transferees to the Transferors on or before the execution of these presents (the payment and receipt whereof the Transferors herein doth hereby admits, acknowledges and confirms and of and from the same and every part thereof doth hereby acquits,

releases and discharges the Transferees forever);

**Rs.17,50,000 /- (Rupees Seventeen Lakh Fifty Thousand Only)**, being Total Tax Deducted at Source (TDS) deducted by the Transferees who agrees and undertakes to deposit with the Income Tax Authorities and hand over Challan of deposit of TDS amount to the Transferor on or before 15.07.2024 and handover TDS Certification on or before Rs.15,57,50,000 /- (Rupees Fifteen Crore Fifty Seven Lakh Fifty Thousand Only) to be paid by the Transferees to the Transferors, on or before \_\_\_\_\_, which will be paid from the disbursement of the Loan amount

4. That time is the essence of this transaction and upto 15.07.2024 the vendor (on receiving the balance sale consideration of 15,57,50,000) will execute and get the sell deed of the said premises registered in favor of transferees or their nominee (s).



5. That it has been specifically agreed between the parties that time is the essence of this transaction and in case the transferees failed to make the payment of balance sale consideration to the transferor on or before 15.07.2024 as mentioned herein above or the extended period granted by the transferor solely at its discretion, the earnest money of Rs. 1,75,00,000 so received by the transferor from the transferee shall stand forfeited and this Agreement for Sale shall automatically be deemed to be cancelled, null, ineffective and void ab-inito without any reference/ intimation to the transferees and further the transferors shall be fully entitled to sell the said premises without any objection, claim, demand and lien, by the transferees.

6. It is hereby further agreed by and between the parties hereto that the Transferors shall grant, assign, transfer and assure all rights, title, and interest of the said premises in favour of the Transferees on completion of the transaction for sale. The Transferors on receipt of entire consideration shall forthwith hand over the peaceful and vacant physical possession of the said premises to the Transferees. The Transferors doth hereby agree and undertake that on receipt of full and final consideration, Transferors shall not claim any right, title, share, use, occupation, enjoyment, possession or any other interest whatsoever in or over the said premises.

7. The Transferor doth hereby represents and covenants with the Transferees, as follows:-

- (i) That, the Transferors are the sole and absolute Owners of the said premises and the Transferors have all the right and power to sell and dispose off the same as provided in these presents and there is no impediment or prohibition against the right, power and authority of the Transferors to deal with and dispose off the same or any part thereof.
- (ii) That further the Transferors hereto being a Limited Company, there are no impediment and/ or statutory dues outstanding in the name of the Company, which will impact the rights of the Purchasers to the said Premises;

(ii) That, the title to the said premises is clear and marketable and free from all claims and/or encumbrances, and that the Transferors have not done or allowed or permitted to be done any act, deed, matter or thing that may have resulted or tantamount to result in encumbering, charging, alienating, or creating a lien over the said premises in any manner whatsoever.

(iii) That, notwithstanding any act, deed, matter or thing whatsoever by the Transferors or any other person or persons, lawfully or equitably claiming by, from or through her committed or omitted or knowingly suffered to the contrary, the Transferors have full power and absolute right and

authority to sell the said premises to the Transferees as aforesaid, and that the Transferors have not, nor anyone else on behalf of the Transferors done any act, deed or omission whereby the Transferors might be prevented from selling and transferring the said premises and handing over to the Transferees quiet, vacant, peaceful and lawful possession of the said premises, as envisaged in these presents.

- (iv) That the said premises have not been the subject matter of any pending litigation or any attachment, either before or after judgment nor the same are or is subject to "*lis-pendens*" or "*custodia legis*" or attachment or prohibitory order issued by any

Court of Law or any Department of the State or Central Government or other Authority, whereby the Transferors is prevented or restrained from selling or transferring the said premises to the Transferees as envisaged in these presents.

(v) That the Transferors have all required power and authority to execute and deliver these presents and to perform their obligations under this agreement;

(vi) That the Transferors have not entered into any contract or agreement hereto before, with any person or party for the sale, transfer or assignment of the said premises or their rights therein, in any manner whatsoever.

(vii) That the Transferors have not at any time and in any manner transferred, gifted, alienated and/or offered as security for any loan and/or mortgaged or charged and/or in any manner encumbered the said premises or any part thereof and the same is otherwise free from all encumbrances whatsoever.

(viii) That there is no claim or suit or proceedings or litigation pending or filed by and/or against the Transferors in respect of the said premises in any court or tribunal or judicial or revenue authority.

(ix) That no decree and/or order and/or prohibitory order of any court and/or tribunal and/or

Judicial Authority have been passed and/or operating against the Transferors in respect of the said premises or any part thereof.

- (x) That there is no "*lis pendens*" or attachment before or after judgment and/or attachment for non-payment of any taxes, cesses, rates, duties, charges, outgoings etc. payable to the Society or Municipal Corporation of Greater Mumbai or any other local authority or body and/or Government (Central or State) as also for non-payment of any Estate Duty, Income Tax, Wealth Tax, etc. payable by the Transferors and/or any proceedings is/are filed, taken, levied or registered or pending or subsisting in respect of the said premises or any part thereof.



(xi) That, the Transferors have not been declared as an Assessee in Default under any provisions of the Income Tax Act 1961, and/or Wealth Tax Act and that no Notice in that behalf and/or in respect thereof have been issued to and/or received by the Transferors.

(xii) The Transferors doth hereby for themselves and their heirs, executors and administrators covenants with the Transferees to indemnify and keep them fully and effectually indemnified of, from and against any demand or claim that may be made by the Collector of Stamps or any other authority for recovery of the stamp duty and/or registration charges and/or penalty and/or interest thereon, and also

from and against any action, suit or proceedings that may be taken, filed or initiated against the Transferees and costs, charges and expenses thereof.

Relying on the above representations, covenants and warranties, the Transferees have in good faith agreed to purchase the said premises from the Transferors herein and to enter into these presents.

8. The transferees have agreed to purchase and acquire from the Transferors the said premises and the said premises shall be owned by the Transferees in the following ratio:

Transferee No. 1

Mr. Rakesh B. Jain	-	90%
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Transferee No. 2

Mrs. Manju R. Jain	-	10%
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9.. The Transferors shall hand over quiet, vacant and peaceful possession of the said premises to the Transferees and the Transferees shall and will at all times thereafter, peaceably and quietly be entitled to lawfully continue to occupy, use, possess and enjoy the said premises, its amenities with the benefits of the membership of the Society/ Company/ Association that would be formed thereof and the occupancy rights in respect of the said premises, without any interruption, claim or demand of whatsoever nature by or from the Transferors hereto or any other person or persons claiming by, from, under or in trust for the

Transferors, on completion of this Transaction for Sale.

10..The Transferors have paid all the Municipal Taxes, water charges, electricity charges, maintenance charges, Rent charges and all other outgoings payable to the Builder/ Society/ Company/ Association or any other concerned Authority or Authorities in respect of the said premises, prior to execution of these presents and till the date of the actual and physical possession, and the Transferees agrees to pay the aforesaid amount from the date of execution of the actual and physical possession, subject to the finalization of this Agreement for Sale.

11..The parties hereby covenant with each other to sign and execute, at the costs of the Transferees, all other and further papers and documents, as may be necessary and required for the effective and complete transfer and/or assignment in favour of the Transferees of the said premises and rights, title and interest of the Transferors in the said premises and deposits made with the various authorities.

12..The Income Tax Permanent Account Numbers and CIN/Aadhar Number of the parties herein are:-

<u>Transfe</u> <u>rors:-</u>	<u>PAN NO.</u>	<u>CIN No./UDIN</u>
AVG Realtor s	AAGCA2 020D	U34300DL2006P TC156733

Private Limited		

<u>Transferee No. 1:-</u>	<u>PAN NO.</u>	<u>Aadhar Number</u>
MR. Rakesh B. Jain	ADEPJ0778P	6769 0957 5275

<u>Transferee No. 1:-</u>	<u>PAN NO.</u>	<u>Aadhar Number</u>
Mrs. Manju R. Jain	AAEPJ9613N	2975 0644 9628

13.. The Transferors hereby agree that they shall not hold the Transferees responsible or liable for payment of Capital Gains Tax and / or any other Taxes, by whatsoever name called, if any, arising pursuant to this sale.

14.. The Transferors hereby agree to hand over to the Transferees all the available original papers, certified copies and documents including said Original Agreements pertaining to the said Premises on execution of this transaction for sale, as per the list annexed hereto as **“Annexure-A”** for the purpose of the obtaining of the Housing loan/ loan.

15. That the transferees have satisfied themselves regarding the soundness, nature, extent and quality of the construction, structure, fixtures and fittings etc. and have also verified and satisfied themselves about the soundness of the title of the transferors on the basis of the due diligence done by the transferees and the present transaction is on “as is where is basis”.

16. Upon the Completion of this transaction of sale, the Transferors shall also sign and deliver to the Transferees, all necessary applications, affidavits, and consents, for transfer of the said premises to the name of the Transferees with all concerned authority at the cost of Transferees.

17. If any part of these presents is found by any court or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of these presents which shall continue to be valid and enforceable to the fullest extent permitted by law.

18. These presents constitute the entire contract made between the parties and the same shall be read as a whole and



not in piece meal. There are no representations, promises, terms, conditions or obligations, oral or written, express or implied other than those contained in these presents and no variations of these presents shall be effective unless made in writing and signed by or on behalf of both the Parties.

19. It is specifically agreed between the parties hereto that the Stamp Duty and Registration Charges, if any, in respect of these presents and all other deeds and document that may be executed in pursuance hereof shall be borne and paid by the Transferees alone. Both parties shall, however, bear and pay their respective Advocates' Fees.

20. The Parties hereto further agree that this Agreement is subject to the

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Jurisdiction of Mumbai and the Courts in Mumbai shall have exclusive Jurisdiction with respect to the present Agreement executed between the parties hereto.

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One Part

Other Part

**THE SCHEDULE ABOVE REFERRED**  
**TO**

Residential Premises being **Flat No.1804** on the **18<sup>th</sup> Floor** in **Wing “B”** of the building known as “**PARTHENON**” of an area admeasuring 3190 sq. ft. carpet area (*inclusive of balconies of 574 sq. ft. carpet area*), but excluding of areas covered by the internal partition walls, external walls and area under service Shafts (i.e. 3378 sq. ft. carpet area inclusive of area covered by internal partition walls as per the definition of Carpet area under RERA) (“**said Flat**”) along with allotment of 3 (Three) Car Parking Spaces [being Car Parking Space Nos. 75 & 76 respectively in the Basement – 3 and Car Parking Space No. 45 in the Basement – 2] (“**said Car Parking’s**”), situated on all that piece or parcel of land and situate lying and being at Village Ambivali, Versova Area, Taluka Andheri,

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Bombay Suburban District bearing Survey Nos. 111 – A, B & C and CTS No.866/B-2 admeasuring 4,015.06 sq. mts. or thereabouts or otherwise situated at Village Ambivali, J. P. Road, Andheri (West), Taluka Andheri in the Registration District and Suburban District of Mumbai Suburban and assessed by the Brihanmumbai Mahanagarpalika (Assessment & Collection Department) under SAC No.KW1712973040096 and bounded as follows:

On or towards the North :

By plot bearing CTS No.866/A (part) belonging to MMRDA.

On or towards the South :

By Plot bearing CTS No. 866/B-2 (part) and beyond that Jai Prakash Road

On or towards the East :

By plot bearing CTS No.866/B-1 belonging to HDIL and beyond that by plot bearing CTS No.866/A (part) to MMRDA, and beyond that partly by Municipal Pumping Station, Survey Nos. 133 and 140 and partly by a Nallah, and thereafter by Link Road.

On or towards the West :

By plot bearing CTS No.866/A (part) belonging to MMRDA, and thereafter by Survey No. 111D, i.e. partly by Neel Gagan Building and partly by a vacant plot.

**IN WITNESS WHEREOF** the Parties hereto have hereunto set and subscribed their respective hands the day and year first herein above written.

SIGNED SEALED AND DELIVERED

]

BY WITHINNAMED PARTY OF THE ONE

---

One Part

Other Part

PART ]

<b>NAME</b>	<b>SIGN</b>	<b>PHOTO</b>	<b>THUMB</b>
<u>AVG Realtors Pvt. Ltd.</u>  <u>Through its Authorised Signatory i.e. Mr. S.C. Jain (duly authorized by Board Resolution dated 11.06.2024)</u>			

IN THE PRESENCE OF ]

1. ]
2. ]

SIGNED SEALED AND DELIVERED

]

BY WITHIN NAMED PARTY OF THE OTHER

---

PART ]

NAME	SIGN	PHOTO	THUMB

IN THE PRESENCE OF ]

1. ]

2. ]

---

  
One Part

Other Part



## RECEIPT

Received of and from the aforesaid Transferees on or before execution hereof **Rs. 1,75,00,000** /- (**Rupees One Crore Seventy Five Lakh Only**) being the within mentioned Part consideration paid by the Transferees herein for the Purchase of the said premises. The details of the amount mentioned herein are as below:-

<u>Sr. No.</u>	<u>Amount (Rs.)</u>	<u>Bank / Payment Details</u>	<u>Cheque No. /RTGS</u>
1.	51,00,000/-		
2.	1,24,00,000/-		
3.			
4.			
5.			
6.			

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One Part

Other Part

7.			
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Witnesses :

We

Say

Received

1.

2.

**For, AVG Realtors Pvt. Ltd.**

\_\_\_\_\_  
**Director/ Authorized signatory**

\_\_\_\_\_  
One Part

Other Part