

AGREEMENT FOR SALE

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

BETWEEN

M/S PROMINENT SOLUTION PVT LTD, a private limited company registered under the Indian Companies Act, 1956 having CIN: U72200MH2004PTC146962 and PAN No. AADCP2894H , having address at **101-106 First Floor Karishma Chamber, Near Bombay Cambridge School, J B Nagar Andheri Mumbai - 400099**, hereinafter referred to as **"VENDOR"** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and assigns) of the ONE PART;

AND

M/S LANDMARK VISTA HOTELS & RESORTS PVT LTD, a private limited company registered under the Indian Companies Act, 1956 having CIN: U55204MH2016PTC284223 And PAN No : **AADCL1204F** having address at **01, 3RD Floor, Karishma Chambers, Off Sahar Road, Andheri (East), Bandra Suburban, Mumbai - 400069**, hereinafter referred to as **"PURCHASER"** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heir, executors, administrators and assigns) of the OTHER PART;

WHERE AS the Vendor is lawful owner and in exclusive occupation and in possession of Office premises i.e. **Office No. 103 on 1st Floor, Karishma Chambers, GTB Nagar, Sahar Road, Near Bombay Cambridge School, Andheri (East), Mumbai - 400069**, area admeasuring 535.20 Sq. Ft

Equivalent to **49.74 Sq. Mtrs.** (Built-up) inclusive of proportionate common area on the first floor of the said building, constructed on Plot of Land bearing Plot No. 33/175, C.T.S. No. 10 and Survey No. 23, Hissa No. 13, Bamanwada of Village - Sahar, Taluka Andheri, Mumbai Suburban District, in the Registration Sub-District and District Mumbai Suburban, hereinafter referred to the "**SAID OFFICE**" (more particularly described in the SCHEDULE hereunder written).

AND WHEREAS vide Agreement for Sale dated 28.03.2006, duly registered at Joint Sub Registrar at Andheri - 4 vide document No. BDR-15/02627/2006 dated 31.03.2006, the Vendors therein **M/s Prominent Solutions Private Limited** had purchased / acquired the said Office premises from **M/S. SHREE SHANKHESHWAR ENTERPRISES**, the **Developers** therein, on the terms & conditions and consideration mentioned therein and since then the Vendors herein are in use, occupation of the said Office Premises as owners thereof.

And thus, the Purchaser there in have clear and marketable title in respect of the said premises and thus the Purchaser are well and sufficiently entitled to the said Office premises and have absolute right and power to hold, occupy and deal with and dispose of the said Office premises and every part thereof and to dispose of the same to any third party.

Thus Transferor herein **M/S PROMINENT SOLUTION PVT LTD** is the absolute & lawful owners and is in use, possession of Commercial Shop Premises bearing **Office No. 103, 1st Floor, Karishma Chamber, GTB Nagar, Sahar Road, Near Bombay Cambridge School, Andheri (East), Mumbai - 400069**, area admeasuring **49.74 Sq. Mtrs.** (Built-up) constructed on Plot of Land bearing Plot No. 33/175, C.T.S.

No. 10 and Survey No. 23, Hissa No. 13, Bamanwada of Village - Sahar, Taluka Andheri, Mumbai Suburban District, in the Registration Sub-District and District Mumbai Suburban, hereinafter referred to the **“SAID OFFICE”** (more particularly described in the SCHEDULE hereunder written).

The Office Owners of the building formed themselves into a Co-operative Society named as **“KARISHMA CHAMBERS BUSINESS CENTRE CO-OPERATIVE PREMISES SOCIETY LTD”** and registered it under the provisions of the Maharashtra Co-operative Societies Act, 1960 under **registration No.MUM/WKE/GNL/0/2363/2011-2012YEAR - 2011**, having its address at **Sahar Road, Near Bombay Cambridge School, J. B. Nagar, Andheri (East), Mumbai - 400069** (hereinafter referred to as **“The Said Society”**).

AND the said **M/S PROMINENT SOLUTION PVT LTD** was admitted as the member of the above said society and the Vendor is thus, fully seized and possessed of and otherwise become sufficiently entitled to the said Office with all its facilities and amenities and the shares and interests in the Society;

AND WHEREAS now the Vendor herein is paying the Society Maintenance charges to the said Society, and Vendor herein is holding the said Office, Shares being the member of the said Society and paying all maintenance and outgoings in respect of the said Office till date.

The said Society **has not yet issued** the **Share Certificate** to the Vendor herein i.e., **M/S PROMINENT SOLUTION PVT LTD** and any of the members of the said society.

AND WHEREAS in consequent to holding of the above said shares, the Vendors have acquired interest in the said Office

of the said Society and Vendors competent to transfer the said Shares and their interest in the said Office of the Society. The Vendors have agreed to transfer the said Shares and her occupancy right in respect of the said Office to the Purchaser herein for the total consideration of **Rs. 1,84,00,000/- (Rupees One Crore Eighty Four Lakh Only)** on the terms and conditions mutually agreed between the parties as appearing herein below.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The Vendor hereby sell, transfer, convey and assign all their rights, title and interest in the **Office No. 103, 1st Floor, Karishma Chambers, GTB Nagar, Sahar Road, Near Bombay Cambridge School, Andheri (East), Mumbai - 400069**, area admeasuring 49.74 Sq. Mtrs. (Built-up), constructed on Plot of Land Bearing Plot No. 33/175, C.T.S. No. 10 and Survey No. 23, Hissa No. 13, Bamanwada of Village - Sahar, Taluka Andheri, Mumbai Suburban District, in the Registration Sub-District and District Mumbai Suburban, for the total consideration of **Rs.79,00,000/- (Rupees Seventy Nine Lakh Only)** which amount the Purchaser have agreed to pay to the Vendor and to purchase and acquire the said Office on OWNERSHIP BASIS.
2. **Rs. 1,84,000/- (Rupees One Lakh Eighty Four Thousand only)** being Part Consideration (i.e. 1% of the Total Consideration Amount of **Rs. 1,84,00,000/-**) by way of the **TDS** to be deposited by the Purchasers as per section **1941 I-A** of the Income Tax Act and the same shall be deemed to be received by the Vendor and the Purchaser shall deposit the said TDS and shall produce

the TDS Certificate to the Vendor before the completion of the Transaction;

3. **Rs. 1,84,00,000/- (Rupees One Crore Eighty Four Lakh Only)** being the full and final consideration to be paid within 30 days from the date of agreement of sale.
3. That the possession of the said Office shall be handed over by the Vendor to the Purchaser simultaneously on receipt of full and final consideration and the Purchaser shall be entitled to get the said Office and all the records pertaining thereto duly transferred and recorded in their names in the records of the concerned authorities and the Vendor hereby agree and undertake to execute and sign such applications, forms, affidavits, bonds, etc. as may be required by the Purchaser or by any concerned authorities and also to assist and cooperate the Purchaser in that regard without any further demands or let or hindrance.
4. That the Vendor hereby agree and undertake to execute and sign such further and other agreements, deeds, documents, Indentures, etc. that may be reasonably required by the Purchaser for more effectively and effectually transferring the said Office and other documents pertaining to the said Office without any further demands or let or hindrance.
5. That the Purchaser upon getting the possession of the said Office, shall be entitled to obtain the Ration Card, Electric Connection, Water Connection, Gas Connection, Telephone Connection, Society Membership, Share Certificate, and other amenities and facilities at the said Office at their costs and expenses from the concerned authorities and Departments and for the said purpose, the Vendors

hereby give their free and expressed consent and no objection to the concerned authorities as also to the Purchaser.

6. That simultaneously with the handing over of the possession of the said Office, as stipulated above, the Vendor shall also handover the original title deeds and other relevant documents pertaining to the said Office to the Purchaser and thereafter the Purchaser shall retain the same with them forever.
7. That after execution and registration of these presents, the Purchaser shall be at liberty and authority to obtain the Loan from Bank/Financial Institutions, against the mortgage of the said Office and the Vendors hereby give their consent and no objection to the Bank/Financial Institutions and also agreed and undertake to sign such documents as may be required for the said purpose.
8. That the Vendor hereby declare that he has not created any encumbrances by way of Loan, lien, mortgage, lease, tenancy, license, charge, or anywise howsoever, and further declare that he has not entered into any transaction, oral or in writing with any third party or person/s and/or executed any Deed or documents or agreement in respect of the said Office in favour of any third party or person/s and state and declare that the said Office is free from all encumbrances and that the Vendor has good and absolute right and authority to sell and transfer the said Office and said Shares in favour of the Purchaser and that save and except the Vendors, no one else have got any right or interest in or over the said Office or any part thereof.
9. That all the taxes, assessments, maintenance, outgoings, electricity charges, water charges, etc.

payable in respect of the said Office, prior to the handing over the possession as agreed herein, shall be borne, paid and cleared by the Vendor alone, and thereafter the same shall be payable by the Purchaser and the Vendor shall not be liable or responsible for the consequences of non-payment thereof by the Purchaser.

10. That it shall be the liability and responsibility of the Vendor to obtain the Consent and Permission from the said Society at his own costs for selling and transferring the said Office and rights, titles in the name of the Purchaser.
11. That the Vendor hereby indemnify and keep indemnified and harmless the Purchaser against any loss, damage, demand, suit, action, claim, etc. that may arise or that may be caused on account of any third party claim over the said Office.
12. The Vendor hereby declares that he has not entered into any AGREEMENT FOR SALE/ SALE DEED with any other person in respect of the said Office Premises except the Purchaser herein.
13. That the Vendor has not sold, assigned or transfer rights, title and interest in the above said Office Premises other person except the Purchaser herein.
14. Except the Vendor no other person has any rights, title and interest in the above said Office Premises, share and their being the bonafide members of the said Office have full and absolute rights, authority, to sale, assign, transfer and disposed off all his rights, title and interest in the above said Office Premises along with share and membership rights of the said Office in favour of the Purchaser herein.

15. That the Vendor does hereby covenants with the Purchaser that its shall pay and clear all the taxes, Office maintenance charges, municipal taxes, water charges, car parking charges and other outgoings pertaining to the said Office Premises till the date of handing over of the vacant and peaceful physical possession of the said Office Premises to the purchaser and Vendors does hereby indemnifies the purchaser for any property taxes, outgoing charges and any other expenses which the purchaser may be required to pay or discharge for the period prior to the date of taking possession of the said Office premises, thereafter, the Purchaser shall be solely responsible for the payment of BMC Taxes, Office maintenance charges, electricity charges, water charges, and other outgoings pertaining to the said Office Premises to the said Office and other concerned and competent authorities directly for which the Vendors shall not be held responsible for the same.
16. The Vendor hereby further agree and declare that he and/or of his Heirs, Executers, Administrations, Legal Representatives shall not claim any rights, title and interest in respect of the said Office Premises along with Share and membership rights of the said Office in future.
17. The Vendor has presented to the Purchaser that the Vendor has not received any prohibitory order from any Govt., or Local authority or any Injunction from any Court restricting the Vendor from selling/ transferring neither the said Office Premises n o the Vendor right is attached under any prohibitory order in respect of the said Office Premises.

18. That no suit, proceeding, litigations etc. are pending against the said Office Premises nor is the said Office Premises subject matter in any court of law.
19. That all the Stamp Duty and Registration payable on these presents or any other documents to be executed hereafter, in pursuance hereof, shall be solely borne and paid by the Purchaser and the Vendor shall not be required to contribute any amount in that regard.
20. That the Vendor hereby agree and undertake to remain present before the concerned Sub-Registrar of Assurances for Registration of these presents or any other documents to be executed hereafter as and when so required by the Purchaser without any let or hindrance or demand.
21. That the transfer charges required to be paid to the said Society for transferring the said Office and the said Shares in the name of the Purchaser from the name of the Vendor shall be equally contributed by the Vendor and the Purchaser.
22. This Agreement for sale has been executed at Mumbai, the property is situated at Mumbai and the payment is made at Mumbai, hence it is subject to the jurisdiction of the courts of law at Mumbai.
23. That this Agreement is made by the Purchaser exclusively relying on the faith, trust and strength of the aforesaid representations and statements made by the Vendor.
24. The Purchaser do hereby agree to abide by and observe and perform all the rules, regulations and bye laws of the said society from time to time in force.

25. On payment of full consideration as stated above the Purchaser shall be at liberty to use and enjoy all the rights and benefits of the said Office Premises and they/he/she will get full and absolute right to sell, transfer, mortgage, sublet, part with the said Office, to any person/s, financiers, bankers they/ he /she deem fit and proper.
26. This agreement shall be subject to the jurisdiction of courts in MUMBAI, MAHARASHTRA, only.
27. This agreement shall be governed by the Laws of India.

THE SCHEDULE REFERRED TO ABOVE

Office No. 103, 1st Floor, Karishma Chamber, GTB Nagar, Sahar Road, Near Bombay Cambridge School, Andheri (East), Mumbai - 400069, area admeasuring 535.20 sq.ft equivalent to 49.74 Sq. Mtrs. (Built-up) constructed on Plot of Land bearing Plot No. 33/175, C.T.S. No. 10 and Survey No. 23, Hissa No. 13, Bamanwada of Village - Sahar, Taluka Andheri, Mumbai Suburban District, in the Registration Sub-District and District Mumbai Suburban.

IN THE WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

SIGNED AND DELIVERED BY the]
 Within named "VENDOR/TRANSFEROR":]
M/S PROMINENT SOLUTION PVT LTD through]
 It's Director Mr. K G Hassan Sait)

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SIGNED AND DELIVERED by the Within Named]
 "PURCHASER" M/S LANDMARK VISTA HOTELS]
 & RESORTS PVT LTD Through it's Director)
 Mr. Mushtaq Ahmad Khan)

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In the presence of.....]