# AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at VIKHROLI on this 17<sup>th</sup> day of September, 2024, BY and BETWEEN

- 1) Mr. Pankaj Chopra (PAN NO. .....), Age ...... years Indian Inhabitant, residing at ......AND
- 2) Mrs. Anita Chopra (PAN NO. ......), Age ...... years Indian Inhabitant, residing at hereinafter collectively called as the "TRANSFERORS/VENDORS" (which expression shall unless the same be repugnant to the context or meaning thereof mean and be deemed to include his heirs, executors, administrators and assigns) of the ONE PART.

#### AND

MRS. SUJATA SANDESH ANGADI, aged 39 years, having PAN NO. AJPPB0484K (AADHAAR NO. 509937409890), adults, Indian Inhabitants, residing at Flat No. A-1906, 19th Floor, Arihant Abhilasha, Sector-35, Kharghar, Navi Mumbai-410210, hereinafter called as the "TRANSFEREE/PURCHASER" (which expression shall unless the same be repugnant to the context or meaning thereof mean and be deemed to include her heirs, executors, administrators and assigns) of the OTHER PART.

# **WHEREAS**

- 1. The Transferors have represented to the Purchasers that all that piece and parcel of the land admeasuring 32959.38 sq mtrs bearing CTS No. 8A/1 (pt), (old CTS No. 56(pt)) of Village Vikhroli, lying, being and situated at Pirojshanagar, Near Godrej Memorial Hospital, Vikhroli (East), Mumbai-400079 (Said Land) is owned by M/s. Godrej & Boyce Manufacturing Company Ltd. (the Owners and hereinafter referred to as the Developer)
- 2. Further, by a Registered Deed of Conveyance dated 30/07/1948 registered with the sub-registrar of Assurances at Bombay under Serial No. 3050 of Book No. 1 on 30/08/1948 executed by Mr. Nawroji Pirojsha in favor of M/s. Godrej & Boyce Mfg. Co. Ltd (Developers) for consideration and upon terms and conditions as mentioned therein. As per the IOD bearing No. CE/1051/BPES/AS dated 02/03/2006 and thereafter issue Commencement Certificate bearing No. CHE/ES/1497/S/337/NEW dated 06/05/2010 issued by MCGM where corporation granted permission for building plans with respect to the Said Land.
- 3. There upon as per the **ULC Order dated 29/04/2006** was issued by Competent Authority declared land admeasuring 1,34,886.65 square meters as surplus vacant land bearing vide Order No. C/ULC)D-V)/SR-III/519.

- 4. Further the Environmental Clearance Certificate dated 22/01/2007 was issued by Union Ministry of Environment and Forests, Government of India for the development of the Said Land along with Environment Impact, Assessment Notification S.O.60(E) dated 27/01/1994 read with the Amendment notified on 7/07/2004 vide Notification S.O.801 (E) has been obtained by the Owner-Developer bearing No.21-184/206-IA, III.
- 5. The **Title Certificate** dated 04/05/2012 issued by Advocate Crawford Bayley& Co. in favor of **M/s. Godrej & Boyce Mfg. Co. Ltd.** certifying that the title is clear, marketable and free from encumbrances, charges and/or claims in respect of Said Land. **As per Title Report dated 07/10/2017 it mentioned the Appeal No. 66/2013, 2/2016, 8/2016, and {C/LND/A-18/2016 which disposed of}**
- 6. We further find that by **registered Agreement** dated 26/06/2012 (KRL-4/5036/2012) M/s. Godrej & Boyce Manufacturing Company Ltd. through its Authorized Representative Mr. Paarwej K Gandhi as the Owner/ Developer agreed to sell the Said Property in favour of **Mr. Pankaj Chopra & Mrs. Anita Chopra** consideration and upon terms and conditions stated therein.
- 7. We further find that MCGM has issued full Occupancy Certificate bearing Ref. No. CHE/ES/1497/S/337/NEW/OCC/1 NEW dated DDDDD for a Residential Building Wing B-1 Type B-1 comprising of 2 level Basement + ground floor/Stilt + Podium + Service floor +1st to 28th upper floors constructed on the Said Land subject to compliance of the terms and conditions mentioned therein.

**AND WHEREAS** The VENDORS, as a member of the said Society, is holding Said Flat and also allotted the shares bearing **Share certificate no. AACHS-114** dated 20/12/2014 consisting of TEN shares of Rs. 50/- each from **distinctive No. 1131 to 1140** (hereinafter called and referred to as the "said shares") issued in the name of **Mr & Mrs Chopra.** 

AND WHEREAS the TRANSFERORS/VENDORS herein is legally, lawfully, absolutely seized and possessed of and otherwise well and sufficiently entitled to Flat No. B-1-1904 on the 19th Floor, admeasuring about 94.01 Sq Mtrs (Built Up) 1011.91 sq. ft built up area (approx. 880 carpet area) or thereabouts, B-1- building, "Platinum B 1 CO-OPERATIVE HOUSING

SOCIETY LTD" in the Godrej Platinum complex, lying being and situate at CTS No. 8A/1 (pt), (old CTS No. 56(pt)) of Village Vikhroli, lying, being and situated at Pirojshanagar, Eastern Express Highway, Near Godrej Memorial Hospital, Vikhroli (East), Mumbai-400079 and more particularly described in the Schedule of the Property hereunder written and the floor plan hereof, annexed hereto. (For brevity sake, the said flat no. B-1-1904 is hereinafter referred to as "THE SAID FLAT").

**AND WHEREAS** the TRANSFERORS/VENDORS herein has decided to sell, transfer all his rights, title, interests and ownership in and upon the said Flat in favor of any prospective purchaser against the payment of sale consideration amount of Rs. 2,85,00,000. /- (Two Crores Eighty-Five Lacs Only) [hereinafter referred to as the total Sale Consideration].

**AND WHEREAS** the TRANSFEREE/PURCHASER herein had approached the TRANSFERORS/VENDORS and showed their keen interest & desire in purchasing the Said Flat to which TRANSFERORS/VENDORS has agreed to Sale all their rights, title and interests in the Said Flat on payment of lump sum consideration amounting to **Rs. 2,85,00,000/- (Rupees Two Crores Eighty-Five Lacs Only)** on the terms & condition determined herein after as under:

**AND WHEREAS** the Said Flat is not let, sublet, underlet, sale, disposed off, transferred, charged earlier to any other one and not even promised to do so and it is free from all charges/encumbrances, loan and liabilities.

**AND WHEREAS** the TRANSFERORS/VENDORS has obtained permission in writing for the Sale of Flat from the Society and they hereby declares and undertakes to clear all dues & charges payable by him to the society or any other respective authority/ ies as the case may be till date of the handover of the possession of the Said Flat.

**AND WHEREAS** the parties hereto are desirous of recording and reducing into writing the terms & conditions of the agreement for transfer of rights, title and interests in the said Flat.

# NOW IT IS HEREBY AGREED TO, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

(1) The TRANSFERORS/VENDORS has hereby agreed to sell, transfer and assign to the TRANSFEREE/PURCHASER and TRANSFEREE/PURCHASER has hereby agreed to purchase and acquire from the TRANSFERORS/VENDORS all the beneficial rights, title, interests and ownership of the TRANSFERORS/VENDORS in and upon the Said Flat i.e. Flat No. B-1-1904 on the 19th Floor, admeasuring about 94.01 Sq Mtrs (Built Up) 1011.91 sq. ft built up area (approx. 880 carpet area) or thereabouts, B-1- building, "Platinum B 1 CO-OPERATIVE HOUSING SOCIETY LTD" in the Godrej Platinum complex, lying being and situate at CTS No. 8A/1 (pt), (old CTS

- No. 56(pt)) of Village Vikhroli, lying, being and situated at Pirojshanagar, Eastern Express Highway, Near Godrej Memorial Hospital, Vikhroli (East), Mumbai-400079 together with the fixtures, fittings and electrical installations therein belonging to the said flat.
- (2) In pursuance of this Agreement, the TRANSFEREE/PURCHASER have agreed to pay the TRANSFERORS/VENDORS the total lump sum consideration of Rs. 2,85,00,000/- (Rupees Two Crores Eighty- Five Lacs Only) as follows:
  - a. First part payment of Rs. 50,00,000/- (Rupees Fifty Lacs Only)

    TRANSFEREE/PURCHASER have hereby paid to the

    TRANSFERORS/VENDORS as a part payment amount by way of

    NEFT/ Demand Draft/RTGS reference number as follows
    - i. NEFT reference number KKBKH21116786278 dated 26/04/2021 along with the execution of this agreement for sale. (Receipt for the same is attached herewith.)
    - ii. NEFT reference number KKBKH21116786845 dated 26/04/2021 along with the execution of this agreement for sale. (Receipt for the same is attached herewith.)
  - b. Sum of Rs. 2,85,000/- (Rupees Two Lakh Eighty Five Thousand Only) will be deducted by the TRANSFEREE/PURCHASER as TDS under Section 194 IA of Income Tax @ 1% on the total sale consideration, as per the finance bill passed by the Ministry of Finance, 2013 The TRANSFEREE/PURCHASER will pay the said amount to the INCOME TAX DEPARTMENT and give an evidence of the same to the TRANSFERORS/VENDORS on or before execution and registration of agreement for sale and the said TDS amount being deducted is a part of sale consideration.
- a) Balance full and final sum of **Rs. 2,30,00,000/- (Rupees Two Crore Thirty Lakhs Only)** shall be paid by the TRANSFEREE/PURCHASER to the TRANSFERORS/VENDORS directly through their Housing Finance Institute/Bank within 45 (Forty Five) days from the date of execution and registration of this agreement for sale subject to TRANSFERORS/VENDORS agrees and undertakes that he will obtain & furnish all applicable N.O.C. to enable TRANSFEREE/PURCHASER for transferring the aforesaid shares & Flat from the Society and other requisite & relevant documents, papers & forms as may be required by the Financial Institution to grant the Housing Loan in favor of TRANSFEREE/PURCHASER.
- 3) Forthwith upon the receipt of the balance full and final payment as per clause No. 2 sub clause (b & c) within the stipulated time as mentioned above (time limit is essence of this contract) the TRANSFERORS/VENDORS shall hand over all the available original

documents and receipt in possession and vacant and peaceful physical possession of the Said **Flat No. A-1904** to the TRANSFEREE/PURCHASER and also the TRANSFERORS/VENDORS shall execute the Sale Deed with confirmation and other requisite letters and undertaking etc. as may be reasonably required for the sale and transfer herein contemplated to the TRANSFEREE/PURCHASER without any claim and further demand of whatsoever nature against the sale and transfer of the aforesaid Flat at the time of execution of Sale Deed.

- 4) The TRANSFERORS/VENDORS hereby declares that:
  - a) He/they has/have not entered into any agreement with any other person in respect of the Said Flat.
  - b) He/ they has/ have not mortgaged, alienated or made a charge with the above Said Flat with any person/persons or with any Bank, Financial Institutions or Company the same is free from all the encumbrances.
  - c) He/ they declares that except him/ them no other person or persons has/have any right, title and interests in the above Said Flat of any nature whatsoever.
- 5) The TRANSFEREE/PURCHASER agree and undertake to pay the balance consideration amount within 45 (Forty-Five) days from date of execution and registration of agreement for sale. If in case the TRANSFEREE/PURCHASER fail to make the balance consideration within the period in such event this agreement will be terminated by the TRANSFERORS/VENDORS and the amount paid will be returned to the TRANSFEREE/PURCHASER after deduction of amount of Rs. 51,000/- (Rupees Fifty-One Thousand only). It is however, clarified that in case TRANSFERORS/VENDORS fails to perform his part of the agreement, he will return the amount received by him from the TRANSFEREE/PURCHASER under the agreement upon the TRANSFEREE/PURCHASER returning all the documents pertaining to the Said Flat. It is further agreed that all other charges / costs such as stamp duty, registration, and incidental expenses will be entirely borne the TRANSFEREE/PURCHASER and that even in case of termination of this agreement the TRANSFERORS/VENDORS will not be liable to pay any of these charges.
- 6) TRANSFEREE/PURCHASER will have the right to apply for membership of the Society after the final Sale Deed is executed and registered and will have the rights to the shares issued by the Society as detailed above & the TRANSFERORS/VENDORS shall cooperate and sign all required documents, applications etc for completing the transfer of membership of the Society and any other concerned authorities.
- 7) Forthwith upon receipt of payment of the aforesaid entire consideration and execution and registration of final Sale Deed, the TRANSFERORS/VENDORS shall also be deemed to had relinquished all his rights, title, interests etc. in respect of the membership & the shares of the Society and the said Flat in favor of the TRANSFEREE/PURCHASER and the TRANSFEREE/PURCHASER shall ipso-facto become entitled to legally occupy and possess the Said Flat and all rights, title, interests, claim, benefits and ownership under the all the above said chain title documents including but not limited to the above

mentioned agreement will lawfully transfer in favor of the said TRANSFEREE/PURCHASER.

- 8) The TRANSFERORS/VENDORS do hereby make covenant with the TRANSFEREE/PURCHASER that they are the absolute owner/s of the Said Flat and of the beneficial interest in and upon the Said Flat and hereby agrees to transfer and sell the same and no other person or persons has or have any rights, title, interests, ownership and claims or demands of any nature whatsoever in or upon the Said Flat whether by way of sale, charge, mortgage, lien, gift, trust, inheritance, lease, licenses, easement or otherwise howsoever and he has all the rights, full power and absolute authority to sell and transfer the same to the TRANSFEREE/PURCHASER.
- 9) The TRANSFERORS/VENDORS hereby make covenant with the TRANSFEREE/PURCHASER that he has not created any charge or encumbrance of whatsoever nature, on the Said Flat and neither is the same the subject matter for any litigation or stay order nor is the same the subject matter of any attachment whatsoever whether before or after judgment or any prohibitory order and he has not created any adverse right whatsoever in favor of or in respect of the same.
- 10) The TRANSFERORS/VENDORS undertakes and binds himself to bring the No Objection Certificate from the Society to complete the sale and transfer of the **Said Flat no. A-1904** before registration of the final Sale Deed required by the financial institution of TRANSFEREE/PURCHASER and possession of the said flat will be handed over to the TRANSFEREE/PURCHASER on receiving the full & final payment and execution and registration of final Sale Deed.
- 11) The TRANSFERORS/VENDORS further undertakes to assist the TRANSFEREE/PURCHASER to fulfill all such statutory obligations and legal liabilities as are required under The Maharashtra Societies Act, 1960, Income Tax Act, 1961 and or any other Act rules and regulation in force which pertains to the Sale and Transfer of the Said Flat, including the transfer requirements with respect to the Said Flat at the cost of TRANSFEREE/PURCHASER at the time of Transfer with all concerned authorities and third parties.
- 12) The TRANSFERORS/VENDORS agrees and undertakes that he has marketable title to the Said Flat and that he has all the rights, title and interest therein as absolute owner thereof and that the TRANSFERORS/VENDORS has full and absolute rights thereof and that the TRANSFERORS/VENDORS has full and absolute power to transfer and deliver possession of the Said Flat to the TRANSFEREE/PURCHASER thereof and the TRANSFERORS/VENDORS further undertakes that the Said Flat is free from any encumbrances and that the same is not sold or agreed to be sold, mortgaged or encumbered upon in any way by him to any third party.
- 14) The TRANSFERORS/VENDORS agrees and undertakes that he has paid all the necessary charges of any nature whatsoever in respect of the Said Flat and the TRANSFERORS/VENDORS has not received any notice from any statutory body or authorities asking for the payment of any nature whatsoever of the Said Flat.

- 15) The TRANSFEREE/PURCHASER agree and undertake that after the execution of sale deed, any charges such as utility bills, taxes, maintenance charges or any other levy charged or sought to be recovered by the municipality/corporation/government, society or any other public authority in respect of the Said Flat, effective from the date of hand over of the possession, shall be the liability of the TRANSFEREE/PURCHASER.

  16) The TRANSFERORS/VENDORS agrees and undertakes that they have in exclusive use, occupation and possession of the Said Flat and every part thereof and except the TRANSFERORS/VENDORS no other person or persons are in use, occupation and enjoyment of the Said Flat or any part thereof and except the TRANSFERORS/VENDORS no other person or persons are in use, occupation and enjoyment of the Said Flat or any part thereof.
- 17) The TRANSFERORS/VENDORS agrees and undertakes that he has not been restricted either in the Income Tax Act, Gift Tax Act, Wealth Tax Act, or under any other statute from disposing off the Said Flat.
- 18) The TRANSFERORS/VENDORS agrees and undertakes that all original documents of the Said Flat in possession shall be handed over by the TRANSFERORS/VENDORS to the TRANSFEREE/PURCHASER.
- 19) The TRANSFERORS/VENDORS agrees and undertakes the he shall sign, affirm, execute or after receiving full and final balance consideration amount from TRANSFEREE/PURCHASER, Affidavit, No Objection, Application, Form, Memo or Letter required for enabling the TRANSFEREE/PURCHASER to get the Said Flat transferred in the name or the TRANSFEREE/PURCHASER in respect of the Said Flat free from all/any claims before the final sale deed is executed.
- 20) The TRANSFERORS/VENDORS agrees and undertakes that whatever rights, title and interests were accrued by them/ him under all the above mentioned chain title documents including but not limited to the Gift Deed dated 11/02/2019 of the Said Flat as absolute owner thereof, shall be accrued to and is available to the TRANSFEREE/PURCHASER as absolute Owners of the Said Flat from the date of payment of balance consideration & execution and registration of final sale deed.
- 21) The transfer fees of the Society towards the transfer of the said Flat and the shares in its record shall be paid by the TRANSFEREE/PURCHASER and TRANSFERORS/VENDORS in the ratio 50%-50%.
- 22) After taking possession, the TRANSFEREE/PURCHASER for himself/themselves with intention to bring all persons into whosoever hands the Said Flat may come, hereby declares that:
- a) To maintain the Said Flat in good tenable repair condition from the date of possession of the Said Flat is taken and shall not do or cause to be done anything in or to the building in which the Said Flat is situated, staircase or any passage which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the Said Flat is situated and the Said Flat itself or any part thereof.

- b) Not to store in the Said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of building in which the Said Flat is situated or storing of those goods which are objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the flat is situated, including entrances of the building in which the Said Flat is situated and in case any damage is caused to the building in which the Said Flat is situated or the Said Flat on account of negligence or default of the TRANSFEREE/PURCHASER in this behalf, the TRANSFEREE/PURCHASER shall be liable for the consequences of such breach.
- c) To carry at their own cost, all internal repairs to the Said Flat and maintain the Said Flat in the same condition, state and order, if not better, in which it was delivered to the TRANSFEREE/PURCHASER at their own cost and shall not do or cause to be done anything in or to the building in which the Said Flat is situated or the Said Flat which may be against the rules and regulations and bye-laws of the concerned local authority and/or other public authority and/or CIDCO. And in the event of the TRANSFEREE/PURCHASER committing any act in contravention of the above provision, the TRANSFEREE/PURCHASER shall be responsible and liable for the consequences thereof to the concerned local authority and/or any other public authority and/or CIDCO.
- d) Not to demolish or cause to be demolished the Said Flat or any part thereof, nor any time make or cause to be made any addition or alteration of whatever nature in or to the flat/shop thereof, nor any alternation in the elevation and outside color scheme of the building in which the Said Flat is situated and shall keep the portion, sewers, drain pipes in the Said Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Said Flat is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs, or RCC parades or other structural members in the Said Flat without the prior written permission of the society and/or other local authorities and/or CIDCO.
- e) Not to permit to be done any act or thing which may render void or voidable any insurance of the said land and building in which the Said Flat is situated any or part thereof whereby any increase of premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, garbage, or other refuse or permit the same to be thrown from the Window/Balcony in the compound or any portion of the same land and the building in which the Said Flat is situated.
- g) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any which are imposed by the concerned local authority and/or Government and/or other public authority, on account of charge of user of the premises by the

TRANSFEREE/PURCHASER viz. use for any purposes other than for residential purpose.

- h) The TRANSFEREE/PURCHASER shall not let, sub-let, transfer, assign or part with the TRANSFEREES/PURCHASER's interest of benefit factor of this agreement or part with the possession of the Said Flat until all the dues payable by the TRANSFEREE/PURCHASER to the TRANSFERORS/VENDORS under this Agreement are fully paid and only if the TRANSFEREE/PURCHASER have not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the TRANSFEREE/PURCHASER have executed and registered the final Sale Deed.
- i) The TRANSFEREE/PURCHASER shall observe and perform all the rules and regulations which the Society or local authority may adopt at its inception and the additions, alternations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Said Flat therein and for the observance and performance of the building

Rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The TRANSFEREE/PURCHASER shall also observe and perform all the stipulations and conditions laid down by the Society or local authority regarding the Occupation and use of the Said Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

- j) The TRANSFEREE/PURCHASER shall use the said Said Flat as residence only, and in case of car parking/garage space, for parking of motor vehicle only and in case of any other purpose as may be authorized by the Society in writing and as may be permissible by law and or/CIDCO or any other concerned authority in that behalf and which is not likely to cause nuisance or annoyance to the other occupiers of the said building and/or the owners and occupiers of the neighboring properties and shall not be used for any illegal or immoral purposes. The TRANSFEREE/PURCHASER hereby will indemnify the TRANSFERORS/VENDORS against the costs and consequence of any action initiated by anyone including any authority in law against the misuse of the Said Flat or rights under this agreement.
- k) The TRANSFEREE/PURCHASER shall from the date of possession maintain the Said Flat at their cost in good tenantable repair and condition and shall not do or suffer to be done anything in or to the said building or the Said Flat, staircases and common passages which may be against the rules, regulations or bye-laws of the CIDCO or any other authority nor shall the TRANSFEREE/PURCHASER change, alter, or make addition in or to the Said Flat or building or any part thereof. The TRANSFEREE/PURCHASER shall be responsible for any breach of this provision.
- l) The TRANSFEREE/PURCHASER and the persons to whom the Said Flat is let, sublet, transferred, assigned or given possession of shall from time to time sign all applications, papers and documents and do all such act, deeds and things as the society

may require for safeguarding the interests of the society and of other occupiers in the building.

- m) The TRANSFEREE/PURCHASER hereby agree that all the liabilities, responsibilities towards the society, local authorities, municipality/corporation/government, society or any other public authority in respect of the Said Flat, even if retrospective in nature, shall be the liability of the TRANSFEREE/PURCHASER.
- 23) The stamp duty and registration charges and other charges if any applicable at the time of registration of this Agreement, charges if any payable for the completion of the sale, and Sale Deed shall be borne and paid by the TRANSFEREE/PURCHASER alone and the TRANSFERORS/VENDORS is not liable to pay the same.

# THE FIRST SCHEDULE ABOVE REFFERED TO

ALL COLLAGE with a second of local local management of the second of the
ALL THAT piece or parcel of land bearing and which is
bounded as under: -
On or towards the North by :
On or towards the South by :
On or towards the East by:
On or towards the West by:
SECOND SCHEDULE OF THE PROPERTY
All rights, title, interests in the
IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed
their respective hands and seals on this day, month and year first hereinabove written.
SIGNED, SEALED AND DELIVERED
By the within named 'TRANSFERORS/VENDORS'
1.
In the presence of
1
2
SIGNED, SEALED AND DELIVERED
By the within named "TRANSFEREE/PURCHASER"
MRS. SUJATA SANDESH ANGADI
In the presence of
1

10

Transferees/Purchases

Transferor/Vendor

2		
Transferor/Vendor	11	Transferees/Purchases